

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT NO. 6 TO INTERLOCAL AGREEMENT
FOR ADMINISTERING A LOW INCOME VEHICLE REPAIR ASSISTANCE, RETROFIT AND
VEHICLE REPLACEMENT PROGRAM**

This Amendment No. 6 to Interlocal Agreement is made and entered into between **FORT BEND COUNTY** (the "County") and **HOUSTON-GALVESTON AREA COUNCIL** (H-GAC).

WHEREAS, on April 8, 2003, the parties hereto entered into a certain Interlocal Agreement for H-GAC to administer the Low Income Vehicle Repair Assistance Program (LIRAP); and,

WHEREAS, on or about November 4, 2003, the County and H-GAC amended the agreement to extend the term through August 31, 2004, and on December 16, 2004 extended the agreement further to August 31, 2006, and on January 24, 2006 further extended to August 7, 2007; and on August 29, 2007 further extended to August 31, 2008, and on May 6, 2008 further extended to August 31, 2009; and,

WHEREAS, the parties wish to further extend certain terms relating to the Agreement;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Section VIII. The term of this Agreement shall commence on the date last executed by the parties and continues through **August 31, 2011**.

Except as amended hereby, the terms and conditions of the original Agreement, attached hereto as Exhibit "A" shall remain unchanged.

FORT BEND COUNTY

By: _____

Robert E. Hebert
Robert E. Hebert, County Judge

Date: _____

September 8, 2009

ATTEST: _____

Dianne Wilson
Dianne Wilson, County Clerk

HOUSTON-GALVESTON AREA COUNCIL

By: _____

Jack Steele
Jack Steele, Executive Director

Date: _____

9-11-09

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

**AMENDMENT NO. 5 TO INTERLOCAL AGREEMENT
FOR ADMINISTERING A LOW INCOME VEHICLE REPAIR ASSISTANCE, RETROFIT AND
VEHICLE REPLACEMENT PROGRAM**

This Amendment No. 5 to Interlocal Agreement is made and entered into between **FORT BEND COUNTY** (the "County") and **HOUSTON-GALVESTON AREA COUNCIL (H-GAC)**.

WHEREAS, on April 8, 2003, the parties hereto entered into a certain Interlocal Agreement for H-GAC to administer the Low Income Vehicle Repair Assistance Program (LIRAP); and,

WHEREAS, County desires to align amendment numbers with the Agreement with H-GAC to the correlated Amendment Numbers of the Agreement with TCEQ, which numbered this last Amendment as No. 5 after having deemed a letter dated December 14, 2007 as Amendment No. 4; and,

WHEREAS, on or about November 4, 2003, the County and H-GAC amended the agreement to extend the term through August 31, 2004, and on December 16, 2004 extended the agreement further to August 31, 2006, and on January 24, 2006 further extended to August 7, 2007; and on August 29, 2007 further extended to August 31, 2008; and,

WHEREAS, the parties wish to further extend certain terms relating to the Agreement;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 2.3 Fort Bend County will forward any allowance of incurring costs allocated by TCEQ to H-GAC for administrative cost not to exceed 10% of the total annual budget.
2. Section 3.1 The term of this Agreement shall commence on the date last executed by the parties and continues through **August 31, 2009**.

Except as amended hereby, the terms and conditions of the original Agreement, attached hereto as Exhibit "A" shall remain unchanged.

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: _____

May 6, 2008

ATTEST:

Dianne Wilson, County Clerk

HOUSTON-GALVESTON AREA COUNCIL

By: _____

Date: _____

May 1, 2008

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

**AMENDMENT NO. 3 TO INTERLOCAL AGREEMENT
FOR ADMINISTERING A LOW INCOME VEHICLE REPAIR ASSISTANCE,
RETROFIT AND VEHICLE REPLACEMENT PROGRAM**

This Amendment No. 3 to Interlocal Agreement is made and entered into between **FORT BEND COUNTY** (the "County") and **HOUSTON-GALVESTON AREA COUNCIL (H-GAC)** .

WHEREAS, on April 8, 2003, the parties hereto entered into a certain Interlocal Agreement for H-GAC to administer the Low Income Vehicle Repair Assistance Program (LIRAP); and,

WHEREAS, on or about November 4, 2003, the County and H-GAC amended the agreement to extend the term through August 31, 2004, and on December 16, 2004 extended the agreement further to August 31, 2006, and on January 24, 2006 further extended to August 7, 2007; and,

WHEREAS, the parties wish to further extend certain terms relating to the Agreement;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:


- 1. Section VIII. The term of this Agreement shall commence on the date last executed by the parties and continue through **August 31, 2008**.

Except as amended hereby, the terms and conditions of the original Agreement, attached hereto as Exhibit "A" shall remain unchanged.


FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

Date: 8-28-07

ATTEST: 
Dianne Wilson, Ph.D., County Clerk

HOUSTON-GALVESTON AREA COUNCIL

By: 

Date: 8-28-07

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT
FOR ADMINISTERING A LOW INCOME VEHICLE REPAIR ASSISTANCE,
RETROFIT AND VEHICLE REPLACEMENT PROGRAM**

This Amendment No. 2 to Interlocal Agreement is made and entered into between **FORT BEND COUNTY** (the "County") and **HOUSTON-GALVESTON AREA COUNCIL (H-GAC)**.

WHEREAS, on April 8, 2003, the parties hereto entered into a certain Interlocal Agreement for H-GAC to administer the Low Income Vehicle Repair Assistance Program (LIRAP); and,

WHEREAS, on or about November 4, 2003, the County and H-GAC amended the agreement to extend the term through August 31, 2004, and on December 16, 2004 extended the agreement further to August 31, 2006; and,

WHEREAS, the parties wish to further extend certain terms relating to the Agreement:

NOW, THEREFORE, for and in consideration of good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Section VIII. The term of this Agreement shall commence on the date last executed by the parties and continue through August 31, 2007.

Except as amended hereby, the terms and conditions of the original Agreement, attached hereto as Exhibit "A" shall remain unchanged.

APPROVED AS TO LEGAL FORM

Ken D. Decker
Assistant County Attorney

Date: 1/9/06

FORT BEND COUNTY

By: Robert E. Hebert
Robert E. Hebert, County Judge

Date: 1-24-06

ATTEST:

Dianne Wilson
Dianne Wilson, Ph.D., County Clerk

HOUSTON-GALVESTON AREA COUNCIL

By: _____

Date: _____

STATE OF TEXAS §

COUNTY OF FORT BEND §

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR ADMINISTERING A LOW INCOME VEHICLE REPAIR ASSISTANCE, RETROFIT AND VEHICLE REPLACEMENT PROGRAM

This Amendment is entered into between Fort Bend County, hereinafter referred to as "County", a body corporate and politic under the laws of the State of Texas and the Houston Galveston Area Council (H-GAC), a commission operation under Texas Local Government Code, chapter 391.

WHEREAS, the 77th Texas Legislature enacted Acts 2001, ch. 1075 (H. B. 2134) (the "Act") requiring the Texas Commission on Environmental Quality and Texas Department of Public Safety to establish rules for a low income vehicle repair assistance, retrofit and vehicle replacement program (LIRAP) for counties where vehicle inspection and maintenance programs are implemented: and

WHEREAS, The County has entered into a Grant Funding Agreement with the Texas Commission on Environmental Quality (TCEQ); and

WHEREAS, on or about April 8, 2003, the County and the H-GAC entered into an interlocal agreement (the "Interlocal Agreement") providing for H-GAC to administer LIRAP within the county through August 31, 2003; and

WHEREAS, on or about November 4, 2003, the County and the H-GAC amended the interlocal agreement (the "Interlocal Agreement") providing for H-GAC to administer LIRAP within the County through August 31, 2004; and

WHEREAS, the County and the H-GAC desire to further extend the term of the Interlocal Agreement through August 31, 2006.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, H-GAC and Fort Bend County agree that all other terms and conditions in the original agreement will remain in full force and effect.

EXECUTED for and on behalf of the parties as follows:

HOUSTON-GALVESTON AREA COUNCIL

By: Jack Steele Executive Director Date: 12/16/04

FORT BEND COUNTY

By: Robert E. Hebert County Judge Date: 11-16-04

ATTEST:

Dianne Wilson County Clerk

**INTERLOCAL AGREEMENT FOR ADMINISTERING A LOW INCOME
VEHICLE REPAIR ASSISTANCE, RETROFIT AND VEHICLE
REPLACEMENT PROGRAM**

WHEREAS, the 77th Texas Legislature enacted House Bill 2134 requiring the Texas Commission on Environmental Quality ("TCEQ") and Texas Department of Public Safety to establish rules for a low income vehicle repair assistance, retrofit and vehicle replacement program (LIRAP) for counties where vehicle inspection and maintenance programs are implemented: and

WHEREAS, LIRAP's purpose is to assist low income persons whose vehicles fail emissions inspections to bring their vehicles into compliance, or to assist in replacing the vehicle, thereby improving air quality; and

WHEREAS, House Bill 2134 authorizes commissioners courts to determine whether to implement LIRAP and to contract with another entity to administer the program: and

WHEREAS, the Fort Bend County Commissioners Court has determined to implement a LIRAP in the county and has further determined to enter into an interlocal agreement with the Houston-Galveston Area Council (H-GAC) to administer LIRAP within the county: and

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and Fort Bend County ("County") are authorized to enter into agreements to perform governmental functions and services.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, H-GAC and County agree as follows:

I

County agrees to contract with H-GAC to administer LIRAP within Fort Bend County. The County further agrees to provide to H-GAC all funds available for LIRAP through state collected fees in accordance with its contract with TCEQ. County's financial obligation to H-GAC is limited only to LIRAP funds actually provided by TCEQ. However, County and H-GAC may make available additional funds from other sources to support LIRAP if either party chooses.

II

H-GAC agrees to administer LIRAP on behalf of County and in accordance with applicable state law, state rules and the contract between TCEQ and the County, which is attached hereto and is made a part of this agreement. H-GAC agrees that not more than five percent of LIRAP funds provided may be used for administrative costs.

III

H-GAC will administer LIRAP consistent with the scope of services and initial budget attached hereto and made a part of this agreement.

IV

H-GAC shall maintain records adequate to verify the costs incurred in conducting LIRAP and shall afford County and its authorized representatives the opportunity to inspect and audit such records upon reasonable notice. Records relating to LIRAP shall be maintained for four (4) years after the expiration of the Agreement or until all claims or disputes relating to the Agreement are resolved, whichever is later.

V

Either party may terminate this Agreement for any reason without further obligation by providing thirty (30) days advance notice. Within sixty (60) days after termination, H-GAC shall provide the County a final statement of expenses and payments due, if any.

VI

H-GAC is responsible for administering the project. H-GAC's project manager for this agreement is Mike Temple. H-GAC agrees that it is solely liable for any expenditures under this agreement that have been determined to be not in accordance with state law, rules or the contract between TCEQ and the County.

II

H-GAC shall notify County of any public meetings conducted in association with LIRAP. H-GAC shall also provide the County regular reports on expenditures, individual assisted and other program information as specified by the County and TCEQ.

VIII

The term of this Agreement shall commence on the date last executed by the parties and continue through August 31, 2003. The agreement may be annually renewable by the parties.

IX

All notices required by this Agreement shall be in writing and delivered personally or sent by certified U. S. mail, postage prepaid addressed to each party as follows:

To H-GAC:

Mr. Jack Steele
Executive Director
Houston-Galveston Area Council
P. O. Box 22777
Houston, Texas 77227-2777

To Fort Bend County:
Robert E. Hebert, County Judge
Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469

Notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. The parties may change the above address by sending written notice of such change to the other in the manner provided for above.

X

The entire Agreement between the parties is contained herein and no change or modification of this Agreement shall be valid or enforceable unless it is in writing and signed by all parties.

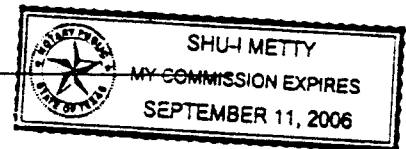
EXECUTED for and on behalf of the parties as follows:

HOUSTON-GALVESTON AREA COUNCIL

By: [Signature]
Title: EXECUTIVE DIRECTOR

ATTEST:

By: _____



Shui Metty

FORT BEND COUNTY

By: [Signature]
Robert E. Hebert, County Judge

ATTEST:

By: _____

[Signature]
Dianne Wilson, County Clerk

APPROVED AS TO FORM:
BEN W. CHILDERS
Fort Bend County Attorney

[Signature]
Ben W. Childers, County Attorney