

INTER-COUNTY COOPERATIVE AGREEMENT
Between
COLLIN, DALLAS, DENTON, ELLIS, JOHNSON, KAUFMAN, PARKER, ROCKWALL,
AND TARRANT COUNTIES
for
IMPLEMENTATION AND FUNDING
of
THE AIRCHECK TEXAS REPAIR AND REPLACEMENT ASSISTANCE PROGRAM

WHEREAS, during the 77th Legislative Session of the State of Texas, House Bill 2134 was signed by the governor, improving the mandatory inspection and maintenance program, and introducing an optional Low-Income Vehicle Repair Assistance, Retrofit, and Accelerated Retirement Program (LIRAP), also named the AirCheck Texas Repair and Replacement Assistance Program; and,

WHEREAS, the counties of Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, and Tarrant are affected counties implementing vehicle emissions Inspection and Maintenance testing programs approved by the Texas Commission on Environmental Quality (TCEQ); and,

WHEREAS, the counties of Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, and Tarrant may request implementation of a vehicle assistance program through a grant agreement with the Executive Director of the TCEQ; and,

WHEREAS, the 2002-2003 Unified Planning Work Program for transportation specifies management and operations initiatives to compliment air quality planning, including a Regional High Emitting Vehicle Program, comprised of programs and projects addressing vehicle emissions, including the AirCheck Texas Repair and Replacement Assistance Program; and,

WHEREAS, implementation of the AirCheck Texas Repair and Replacement Assistance Program will be more effective and efficient when administered regionally, through county partnership; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the Counties of Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, and Tarrant to enter into this agreement; and,

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Article 1. DEFINITIONS:

- 1.1 "Affected county" means any county within the North Central Texas Region operating an Inspection and Maintenance Testing Program in accordance with the Texas Transportation Code §548.301.

APPENDIX A

- 1.2 "Participating county" means an affected county in which the commissioners court by resolution has chosen to implement a low-income vehicle repair, retrofit, and accelerated retirement program authorized by House Bill 2134 of the 77th Texas Legislature, and has entered into a grant agreement with the executive director of the Texas Commission on Environmental Quality.
- 1.3 "Best efforts" means one party's use of all reasonable exertions to fulfill the obligations of that party under this Agreement. It does not mean an obligation to attempt to fulfill the obligations of any other party.

Article 2. ORGANIZATIONAL RELATIONSHIPS:

2.1 Participating Counties:

All participating counties are associated with other participating counties through the terms outlined in this inter-county cooperative agreement. It is understood and agreed that it will not be necessary for all of the Affected Counties to execute this Agreement and in the event one or more of the counties opt out of this regional initiative or withdraw from the partnership, it will not affect the validity of this agreement.

2.2 Texas Commission on Environmental Quality:

The Texas Commission on Environmental Quality (TCEQ) is responsible for distributing appropriate funds to participating counties, as defined in the Grant Agreement.

2.3 Regional Administrator:

The designated Regional Administrator shall implement the AirCheck Texas Repair and Replacement Assistance Program as instructed by participating counties within the limitations of House Bill 2134 of the 77th Texas Legislature, title 30 of the Texas Administrative Code §114, the Uniform Grant Management Standards, and the Administrative Contract.

2.4 Local Advisory Panel:

A local advisory panel may be formulated to advise participating counties on matters relating to the operation of the AirCheck Texas Repair and Replacement Assistance Program. Members of the local advisory panel shall include, but not be limited to, representatives from automobile dealerships, automotive repair facilities, safety and emissions inspection stations, antique and vintage car clubs, local nonprofit organizations, local governments, and the public. Representatives shall be appointed by the commissioners' court of participating counties. Participation in the local advisory panel shall be voluntary.

Article 3. GOVERNING DOCUMENTATION:

3.1 House Bill 2134/Texas Health and Safety Code, §382.209:

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This Agreement is consistent with Program specifics designated by the 77th Texas Legislature, and cannot overrule requirements or intentions of House Bill 2134, or Texas Health and Safety Code §382.209.

3.2 Title 30 Texas Administrative Code:

Rules established by the Texas Commission on Environmental Quality cannot be overruled by this Agreement.

3.3 County Grant Agreement:

This Agreement does not relinquish a participating county from responsibilities authorized in the County Grant Agreement with the Texas Commission on Environmental Quality.

Article 4. IMPLEMENTATION:

4.1 Third Party Administrator:

Administration of the AirCheck Texas Repair and Replacement Assistance Program will commence through one Regional Administrator.

4.2 County Review

Participating counties have the right and responsibility to evaluate the Regional Administrator and through mutual concurrence alter the administrative agreement.

Article 5. OPERATIONS AND MAINTENANCE:

5.1 Continuance:

The Regional Administrator will ensure continuance of the AirCheck Texas Repair and Replacement Assistance Program and shall seek assistance from participating counties as needed to maintain the program and services provided.

5.2 Service Quality:

The Regional Administrator shall develop and establish the procedures to implement and ensure that the highest possible quality of service, consistent with the budget, is provided.

5.3 County Feedback:

Participating counties may suggest or request changes or additions to the service or implementation of services at any time during the term of this Agreement.

Article 6. FUNDING:

- 6.1 Participating counties recognize that administration of the AirCheck Texas Repair and Replacement Assistance Program may require additional funding outside the percentage determined by the Texas Legislature if the program is administered separately for each county. This Agreement will enable the allocated administrative funds to be combined and used efficiently by the Regional Administrator. Additionally, participating counties recognize that all unused money must be returned to the state general fund Comptroller Administration Rules §5.56. This agreement will enable participating counties to share their allocated funds with other regionally participating counties for increased program effectiveness.
- 6.2 All monies allocated to a participating county will be used first for assistance to residents of the participating county.
- 6.3 In the event that levels of program participation prevent use of money in one participating county, the extra available funds may be used for assistance to residents in another participating county.
- 6.4 Although county residents may seek assistance at a service location in another county, the money used to assist that resident will be subtracted from the money allocated to the county their vehicle is inspected in.
- 6.5 Participating counties are not required to financially supplement the program if allocated funds are expended prior to receipt of additional funds, nor is any county responsible for financial actions or accounts of another participating county.
- 6.6 The Regional Administrator is responsible for managing financial transactions and preparing reports for participating counties as requested.
- 6.7 Program funding will be maintained and distributed from one account managed by the Regional Administrator.
- 6.8 Allocated monies for each participating county will be recorded and distributed accordingly by the Regional Administrator.
- 6.9 Additional funding secured for expansion or administration of the Program may only be utilized by the parties of this Agreement.

Article 7. PROGRAM EVALUATION:

- 7.1 Evaluation of Agreement necessity and effectiveness is the responsibility of each county. Recommendations for Agreement alterations may be made at any time during the term of this Agreement.
- 7.2 An optional Local Advisory Panel may be appointed to monitor the AirCheck Texas Repair and Replacement Assistance Program and the effectiveness of this Agreement as it relates to program operations.

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Article 8. TERM AND TERMINATION:

8.1 Effective Date:

The effective date of this Agreement shall be the date on which it is executed by the participating counties.

8.2 Term:

This agreement shall be in effect until termination or alteration of the Low-Income Vehicle Repair, Retrofit, and Accelerated Retirement Program as decided by the Texas State Legislation.

8.3 Renewal:

Participating counties will have an opportunity to review and renew this agreement upon alteration of the Program or in conjunction with the addition of any new affected county.

8.4 Mutual Termination:

The parties may terminate this Agreement by mutual concurrence at any time. Any county may terminate this agreement on thirty (30) days written notice to the other counties and the Regional Administrator.

8.5 New Affected County:

In the event any county within the North Central Texas Region is identified as an affected county due to implementation of an Inspection and Maintenance Testing Program, the opportunities and obligations under this Agreement shall be extended to that county for consideration.

8.6 County Redesignation:

In the event any county within the North Central Texas Region discontinues implementation of the Inspection and Maintenance Testing Program, their participation in this Agreement will be terminated.

Article 9. MISCELLANEOUS PROVISIONS:

9.1 Force Majeure:

It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such

circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

9.2 Contractual Relationship:

It is specifically understood and agreed that the relationship described in this Agreement between the parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Nor shall any party be liable for any debts incurred by the other party in the conduct of such other party's business or functions.

9.3 Counterparts:

This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.

9.4 Complete Agreement:

This Agreement embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.

9.5 Captions:

The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

9.6 Governing Law and Venue:

This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the Counties of Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, and Tarrant, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in the county seat of the court sued as the defendant.

9.7 Severability:

In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforcibility shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or

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unenforceable provision(s) to carry out as near as possible the original intent of the parties.

9.8 Changed Circumstances:

If future federal, state, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical.

Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

9.9 Enforcement:

If any party initiates an action to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the other parties all reasonable and necessary costs and expenses, including reasonable attorneys' fees and costs incurred in connection with such action.

9.10 Survival:

All of the terms, conditions, warranties, and representations contained in this Agreement shall survive, in accordance with their terms, and shall survive the execution hereof.

9.11 Incorporation of Exhibits and Schedules:

All Exhibits and Schedules attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

9.12 Reference:

The use of the words "hereof," "herein," "hereunder," and words similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

9.13 Further Assurances:

Each party agrees to perform any further acts and to sign and deliver any further documents, which may be reasonably necessary to carry out the provision of this Agreement.

9.14 Notice:

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Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

If to Collin County:	Collin County Commissioners Court 210 S. McDonald, Suite 626 McKinney, Texas 75069 Attn: Court Administrator
If to Dallas County:	Dallas County Commissioners Court Administration Building 411 Elm Street, 2 nd Floor Dallas, Texas 75202 Attn: Court Administrator
If to Denton County:	Denton County Commissioners Court 110 W. Hickory Street Denton, Texas 76201 Attn: Court Administrator
If to Ellis County:	Ellis County Commissioners Court 1201 N. Hwy 77, Suite B Waxahachie, Texas 75165 Attn: Court Administrator
If to Johnson County:	Johnson County Commissioners Court #2 N. Main Street Cleburne, Texas 76033 Attn: Court Administrator
If to Kaufman County:	Kaufman County Commissioners Court 100 W. Mulberry Kaufman, Texas 75142 Attn: Court Administrator
If to Parker County:	Parker County Commissioners Court 123 North Main Street Weatherford, Texas 76086 Attn: Court Administrator
If to Rockwall County:	Rockwall County Commissioners Court 1101 Ridge Road, Suite 206 Rockwall, Texas 75087 Attn: Court Administrator
If to Tarrant County:	Tarrant County Commissioners Court 100 East Weatherford Street Fort Worth, Texas 76196 Attn: Court Administrator

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IN WITNESS HEREOF, the parties hereto have executed this Agreement in duplicate original at Arlington, Tarrant County, Texas, the 14 day of April, 2003.

COLLIN COUNTY



County Judge

DALLAS COUNTY

County Judge

DENTON COUNTY

County Judge

ELLIS COUNTY

County Judge

JOHNSON COUNTY

County Judge

KAUFMAN COUNTY

County Judge

PARKER COUNTY

County Judge

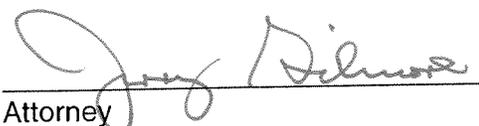
ROCKWALL COUNTY

County Judge

TARRANT COUNTY

County Judge

**REGIONAL ADMINISTRATOR
APPROVED AS TO FORM AND LEGALITY:**



Attorney



Executive Director

IN WITNESS HEREOF, the parties hereto have executed this Agreement in duplicate original at Arlington, Tarrant County, Texas, the 14 day of April, 2003.

COLLIN COUNTY

County Judge

DALLAS COUNTY

Margaret Helton

County Judge

DENTON COUNTY

County Judge

ELLIS COUNTY

County Judge

JOHNSON COUNTY

County Judge

KAUFMAN COUNTY

County Judge

PARKER COUNTY

County Judge

ROCKWALL COUNTY

County Judge

TARRANT COUNTY

County Judge

**REGIONAL ADMINISTRATOR
APPROVED AS TO FORM AND LEGALITY:**

Jerry Delmore

Attorney

Mike Eastmond

Executive Director

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COLLIN COUNTY

County Judge

DALLAS COUNTY

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DENTON COUNTY

Mary Horn

County Judge

ELLIS COUNTY

County Judge

JOHNSON COUNTY

County Judge

KAUFMAN COUNTY

County Judge

PARKER COUNTY

County Judge

ROCKWALL COUNTY

County Judge

TARRANT COUNTY

County Judge

**REGIONAL ADMINISTRATOR
APPROVED AS TO FORM AND LEGALITY:**

Greg Bidmore

Attorney

Mike Johnson

Executive Director

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COLLIN COUNTY

County Judge

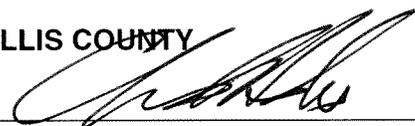
DALLAS COUNTY

County Judge

DENTON COUNTY

County Judge

ELLIS COUNTY



County Judge

JOHNSON COUNTY

County Judge

KAUFMAN COUNTY

County Judge

PARKER COUNTY

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ROCKWALL COUNTY

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Attorney



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DALLAS COUNTY

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DENTON COUNTY

County Judge

ELLIS COUNTY

County Judge

JOHNSON COUNTY


County Judge 4-14-03

KAUFMAN COUNTY

County Judge

PARKER COUNTY

County Judge

ROCKWALL COUNTY

County Judge

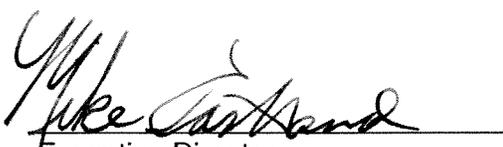
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County Judge

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Attorney



Executive Director

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COLLIN COUNTY

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ELLIS COUNTY

County Judge

JOHNSON COUNTY

County Judge

KAUFMAN COUNTY

Wayne Lusk

County Judge

PARKER COUNTY

County Judge

ROCKWALL COUNTY

County Judge

TARRANT COUNTY

County Judge

**REGIONAL ADMINISTRATOR
APPROVED AS TO FORM AND LEGALITY:**

Greg DeMare

Attorney

Mike Strand

Executive Director

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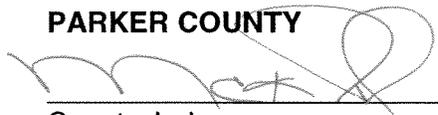
JOHNSON COUNTY

County Judge

KAUFMAN COUNTY

County Judge

PARKER COUNTY



County Judge

ROCKWALL COUNTY

County Judge

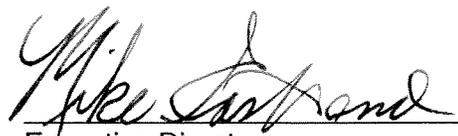
TARRANT COUNTY

County Judge

**REGIONAL ADMINISTRATOR
APPROVED AS TO FORM AND LEGALITY:**



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PARKER COUNTY

County Judge

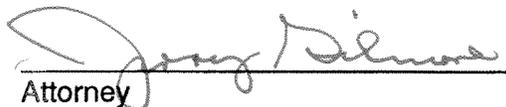
ROCKWALL COUNTY

County Judge

TARRANT COUNTY


County Judge 3/25/03

**REGIONAL ADMINISTRATOR
APPROVED AS TO FORM AND LEGALITY:**



Attorney



Executive Director