

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LA FERIA,  
TEXAS AND CAMERON COUNTY, TEXAS FOR THE USE OF THE  
COUNTY ENVIRONMENTAL BAGGING SYSTEM OR AUTOMATIC  
SANDBAGGING EQUIPMENT FOR EMERGENCY AND HURRICANE  
PREPAREDNESS; PROVIDING FOR AUTHORITY; ADDRESSING  
RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE**

This Interlocal Agreement ("Agreement") for the use of Cameron County's Environmental Bagging System (hereinafter "EBS"), otherwise known as Automatic Sandbagging Equipment, is hereby entered into by and between the City of La Feria, Texas, a home-rule municipality, hereinafter sometimes referred to as the "City," and the County of Cameron, a political subdivision of the State of Texas, hereinafter sometimes referred to as the "County."

**ARTICLE I.  
RECITALS**

**WHEREAS**, hurricanes have historically caused significant injury and damage, as well as economic disruption, within Rio Grande Valley communities; and

**WHEREAS**, the City finds that advanced preparation helps to ensure that resources are ready for immediate public use and implementation, which provides for an efficient and effective public response while avoiding last-minute scarcities and chaos; and

**WHEREAS**, among such advanced planning efforts include the provision of sandbags in order to help eliminate or mitigate flooding of residential and commercial improvements; and

**WHEREAS**, the City and County annually prepare for hurricane season by bagging sand in case of emergencies; and

**WHEREAS**, the City uses manual labor to prepare said sandbags, which is inefficient and labor intensive; and

**WHEREAS**, the County has an automatic sandbagging system, known as the Environmental Bagging System (EBS), which it is willing to let the City use as needed; and

**WHEREAS**, the City desires to use the County's EBS in order to reduce labor and save money; and

**WHEREAS**, the annual preparation for hurricane season is a function of emergency preparedness as provided and governed by the Texas Government Code, Chapter 418, known as the Texas Disaster Act; and

**WHEREAS**, the Texas Disaster Act specifically authorizes and provides for cooperation between local governmental agencies in disaster mitigation, preparedness, response, and recovery efforts; and

**WHEREAS**, the County and the City desire to allocate by mutual agreement the responsibilities for governmental functions and services which are or may become necessary in providing emergency preparedness in consideration of hurricane season in order to protect the health, safety, and general welfare of the public; and

**WHEREAS**, the Interlocal Cooperation Act (Chapter 791, Texas Government Code) (the "Act") empowers the Parties to contract with each other in the performance of governmental functions; and

**WHEREAS**, preparing for possible hurricanes is a governmental function within the meaning of these two Acts; and

**WHEREAS**, the City and the County are "local governments" within the meaning of these two Acts; and

**WHEREAS**, the City and the County each itself has the authority under Texas law to perform such emergency preparation as it relates to the public health and welfare, as required by the Act; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both the City and the County agree as follows:

## **ARTICLE II.**

### **2.1 Definition / Scope**

The "Use of EBS" as permitted by the County to the City hereunder is to allow the City to use the Environmental Bagging System, which is automatic sandbagging equipment, for the automatic bagging of sand in preparation for possible hurricanes. The County hereby agrees to let the City use said equipment on an as-needed basis, provided that the City provides notice or requests the equipment and uses the equipment with due care and as is consistent with customary use of such equipment.

### **2.2 Term.**

a. Unless otherwise terminated as provided herein, the Initial Term of this Agreement will commence on the date of execution by the last party to sign the Agreement (hereinafter the "Effective Date"), and expire on the fifth annual anniversary of the Effective Date.

b. This Agreement shall automatically renew for succeeding one-year Renewal Terms, unless terminated by either party as provided for in Article IV.

### 2.3 Maintenance of Equipment

The City recognizes that the EBS is equipment and may not always be available immediately for City use, or may not always be in working condition.

In the event that the equipment breaks down while in the possession and control of the City, the County will make every reasonable effort to repair the equipment and the City will reimburse the County for all associated costs. In no event, however, will the City be responsible for anything in excess of the "fair market value" of the used equipment.

The County shall not be responsible for providing the labor required for maintenance or operating the system, but if the County has an opportunity to help the City, in the event of an imminent hurricane that threatens the lives, health, or property of the City, then the County may contribute to such hurricane preparedness, including bagging sand, as the exigencies of the situation requires.

The County is also not responsible for providing any necessary sand.

## **ARTICLE III. PAYMENT**

### 3.1 Payment.

The City's public purpose in the use of the equipment shall not be subject to remuneration; however, the City agrees to assume financial responsibility for any repair or maintenance it undertakes on the equipment during the Term of this Agreement.

## **ARTICLE IV. TERMINATION**

### 4.1 Termination.

This Agreement may be terminated by either party, for any reason whatsoever, by providing sixty (60) days' written notice to the non-terminating party.

## **ARTICLE V. MISCELLANEOUS**

### 5.1. Notice.

Any notice required or permitted to be given by either party under the terms of this Agreement shall be deemed given, whether or not received, three (3) days after it is deposited in the United States mail, postage prepaid, certified mail with return receipt requested, to the address for notice set forth below, or copy sent on the same day by email, or on the date the notice is delivered if hand delivered, with a written acknowledgment of receipt obtained.

Addresses for notice are as follows, unless expressly changed by the parties in writing:

- a. Notices sent pursuant to this Agreement may be delivered or sent to the **CITY** at the following address:

Frank Rios, Jr. City Manager (or their successors in office)  
City of La Feria, Texas  
115 E. Commercial Ave  
La Feria, Texas 78559

- b. Notices sent pursuant to this Agreement may be delivered or sent to the COUNTY at the following address:

Eddie Trevino, County Judge (or their successors in office)  
1100 E. Monroe St.  
Dancy Building  
Brownsville, TX 78520

5.2 Cooperation, Reservation of Rights.

The City and County agree to cooperate with each other, in good faith, at all times during the term hereof in order to achieve the purposes and intent of this Agreement. The Parties agree to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the purposes and the provisions of this Agreement.

5.3 Entire Agreement: Amendments.

This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the County Commissioners Court or the City Commission.

5.4 Interpretation.

The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with that Act.

5.5 Severability.

Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

5.6 Applicable Laws.

This Agreement shall be construed in accordance with the laws of the State of Texas.

5.7 Authorization.

Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body. This Agreement shall not become effective until approved at a duly-

authorized and TOMA-compliant meeting of the City of La Feria City Commission and the Cameron County Commissioners Court, and signed by both parties.

5.8 Duplicate original counterparts; other similar agreements distinct.

This Agreement may be executed in duplicate original copies by the parties. Similar agreements by and between the City or County and other contracting entities may be made; each such separately executed version of this Agreement is and shall constitute a separate and distinct agreement between the City or County and the particular other County, but does not create obligations or rights as between contracting entities

5.9 Non-waiver.

Any act of forbearance by either party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.

5.10 Interpretation and Reliance.

No presumption will apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

(Signature page follows)

EXECUTED THIS 23rd day of July, 2024.

CAMERON COUNTY


By:   
Eddie Trevino, Jr.  
Cameron County Judge

ATTEST:


  
Cameron County Clerk, Sylvia Garza Perez  


EXECUTED THIS 23 DAY OF July, 2024

CITY OF LA FERIA

BY:   
Olga H. Maldonado, Mayor, City of La Feria

ATTEST:

  
Amanda Morales, City Secretary, City of La Feria