

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT REGARDING HIDALGO COUNTY PRECINCT 4 SOUTHEAST PARK

THIS Agreement is made on this the _____ day of _____, 2024, by and between **County of Hidalgo by and through its Precinct 4** (hereinafter referred to as “**County**”) and the **Edinburg Consolidated Independent School District**, (hereinafter referred to as “**District**”) collectively referred to as “the Parties”, acting under the authority granted in and in compliance with the provisions of the Texas Interlocal Cooperation Act (the “Act”), Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, the County is a local government as defined by the Act;

WHEREAS, the District is a political subdivision organized as a Consolidated Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities which assist and benefit the youth and general community within the District’s boundary;

WHEREAS, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003 of the Local Government Code;

WHEREAS, the District owns vacant land next to Betts Elementary School (ECISD No.11 LOT 1-Property ID: 712957) and Esparza Elementary School (ECISD No. 11 LOT 2-Property ID: 712958) (*see Exhibit A – Park Layout Schematic*) which District desires to be developed as a park for its students needs and additional public park space for recreational facilities to benefit the citizens of the County;

WHEREAS, County, by and through its Precinct 4, operates parks and desires to locate a park in the vicinity of District’s school to serve District’s students as well as the residents of the area;

WHEREAS, District finds and represents that the development of District’s real property as a public park serves a public purpose of recreation for the parties;

WHEREAS, District and County find and represents each to the other that it is in their best interests to enter into this Agreement to facilitate the public purpose of providing park facilities to the public in this area of Hidalgo County, Texas;

WHEREAS, the County and District acknowledge the joint use and development of a community park, tentatively known as the **Hidalgo County Precinct 4 Southeast Park** (hereinafter referred to as “**Southeast Park**”), is in the best interest of the County and District and each will benefit from the mutual use and development of the premises of “Southeast Park” herein contemplated as described in **Exhibit A**;

WHEREAS, District has determined and finds that the use of the public park and its facilities by the general public for the time periods and for the days specified elsewhere in this Agreement constitutes a public use its property.

WHEREAS, District finds and represents to County that no agreement, or conditions or covenant in any agreement with any private individual or governmental entity, including covenants under any lease, bond obligation, or rules and regulations of the Texas Education Agency, prohibit the use of the property described on Exhibit A attached hereto for the permitted uses as set out in the terms of this Agreement.

WHEREAS, County relies on District’s representations and findings in entering into this Agreement;

WHEREAS, County and District find and represent each to the other that the property described on Exhibit A attached hereto will be used exclusively for park and recreational purposes and for use by the public;

WHEREAS, the County and District acknowledge that this exchange of governmental functions or services results in an exchange that fairly compensates the performing parties for the services or functions performed under this Agreement; and

WHEREAS, the Hidalgo County Commissioners Court, has been advised of a proposed project regarding the certain design and development of the Southeast Park and has executed an acknowledgement of the same;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties enter into this Agreement pursuant to the Act and agree as follows:

1. All of the above statements are incorporated herein and fully restated.
2. Parties shall comply with all applicable laws and regulations.
3. County will contract for the construction of all of the park improvements to be constructed within the boundaries of Southeast Park (described in **Exhibit A** – Project Construction Limits), County shall be responsible for all activities related to contracting and project oversight of the construction activities.
4. County will be responsible for the payment of all design and construction vendors for the project.
5. County shall construct by County’s own forces or by third-party contractor(s) in accordance with plans and specifications prepared by an engineer procured by County all of the improvements described in Exhibit A.
6. County shall procure and install by its own forces or third-party contractor(s) various park related items, including, but not limited to baseball/softball fields, soccer field, pavilion, picnic area, playscape, splashpad, traditional playground items, bathrooms, and parking lot, the selection of which shall be ultimately determined by County.
7. **Term.** The term of this Agreement commences on the effective Date and shall continue thereafter for a minimum of forty (40) years unless terminated by either party as provided herein.
8. a. District agrees to lease the property indicated on Exhibit A to County for an annual rental equal to One and no one hundredths Dollars (\$1.00) payable in advance for the term of this lease, the payment which is acknowledged by District.

b. County may make alterations, additions and improvements; including the construction of park facilities as provided above, and may use the premises for park purposes for the duration of the lease.

c. The Southeast Park improvements made by County to the Southeast Park pursuant to this agreement shall be property of the County. As such, District shall be responsible for all applicable taxes and other items applicable to the leased property for the duration of this Agreement.

d. District covenants and agrees that County on paying the rent herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on County's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease other than those certain scheduled instructional days District's schools are in session as provided below without hindrance or molestation of County or any person claiming under the power of eminent domain.

e. County shall maintain all buildings, grounds, sports fields, parking lot and all other areas of the Southeast Park and all equipment and/or accessories and repairs of all said property on the premises, including but not limited to building maintenance, plumbing, sprinkler system repair/replacement, landscaping, fencing, security, light fixtures, and all other improvements to the premises.

f. County shall be responsible for all utility costs of the Southeast Park including Electricity, Water, Sewer and Trash costs.

g. If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, County shall give immediate written notice of the damage or destruction to District, including a description of the damage and, as far as known to County, the cause of the damage. County and District may work cooperatively to repair or contribute funds to repair damaged property.

h. County will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, County will promptly pay the lien. If default in payment of the lien continues for sixty (60) days after written notice from District, District may,

at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the District to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by County, including expenses and interest, shall be due from County to District and shall be repaid to District immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

i. County may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of District. If County sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of District, District may, at its option, declare this Lease terminated and County and District shall have no further obligation to each other under this Lease. In the event District consents in writing to an assignment, sublease or other transfer of all or any of County's rights under this Lease, the assignee or sublessee, must assume all of County's obligations under this Lease, and County shall remain liable for every obligation under the Lease. District's consent under this section will not be arbitrarily or unreasonably withheld.

j. Either party may terminate this agreement with or without cause with ninety (90) days written notice.

k. If the District unilaterally terminates the lease prior to the forty (40) year initial term, then District agrees to comply with any guidelines and be responsible for penalties imposed by any grant funding source secured by the County to assist in developing the Project.

l. At any time, if there are no grant related penalties as provided above, should either party unilaterally terminate the lease at any time for any reason, District shall pay to County the depreciated value of any such improvements made by County to the property described on Exhibit A or any later improvements within thirty (30) days following written notice from County to District.

m. District agrees to refrain from utilizing the designated park area for drilling/mining activities for as long as the property is utilized for park purposes.

9. Both parties acknowledge and agree to the shared access and use of the Southeast Park grounds as follows:

a. Southeast Park shall have scheduled hours to open for the community during weekends, summers and holidays between the hours of 6:00 a.m. to 8:00 p.m. County shall be responsible to unlock community access gates to Southeast Park at 6:00 a.m. and lock the gates at 8:00 p.m.

b. During the school-year, Southeast Park shall be open for the community during non-school hours in accordance with section “c” below. County shall be responsible to unlock community access gates to Southeast Park at 6:00 a.m. and lock the gates at 8:00 p.m.

c. During the school-year, District shall be responsible to lock the community access gates to the Southeast Park at 7:30 a.m. and unlock the same at 4:30 p.m. The District shall have access to use the Southeast Park grounds/fields between school hours 30 minutes prior to the commencement of regular classes and 30 minutes after the conclusion of regular classes. The County will provide a master key to access the Southeast Park community access gates during the term of this agreement.

d. Both parties acknowledge that there may be instances in which both entities may wish to use this area at the same time. In that event, each entity agrees to cooperate with the respective representatives to avoid schedule conflicts. The District events will be given priority over community events. The County shall be responsible for the park reservations calendar.

e. The County during non-school hours shall have full access and scheduled use of the Southeast Park. The County reserves the right to limit the use, at its sole discretion, based on County functions, field wear conditions, or any other circumstances that may occur.

f. Both the County and the District will adhere to their respective alcoholic beverages policy.

10. Time shall be of the essence of this Agreement.

11. **General Provisions.**

a. **Assignment.** This Agreement may not be assigned without prior written consent executed by both parties hereto.

b. **Successors.** This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

c. **Governing Law.** **THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

d. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

e. **Notice.** All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

If to County: Hidalgo County, Texas
Attn: Richard Cortez, County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Commissioner, Precinct Number 4
Attention: Ellie Torres
1051 N. Doolittle
Edinburg, Texas 78541

If to District: Edinburg Consolidated Independent School District
Attn: Dr. Mario Salinas, Superintendent
411 N. 8th Ave.
Edinburg, Texas 78539

f. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the

Tracts, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

g. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the transactions contemplated herein.

h. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of thirty (30) days from the receipt of such notice to cure the default.

i. **No Waiver – District.** Nothing in this Agreement is intended to and DISTRICT does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against District.

j. **No Waiver – County.** Nothing in this Agreement is intended to and COUNTY does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

k. **Insurance – County.** COUNTY agrees to maintain liability insurance, or a reserve account in an amount not less than the minimum amount prescribed by the Texas Tort Claims Act, § 100.001. et seq., Texas Civil Practices and Remedies Code.

l. **Insurance – District.** DISTRICT agrees to maintain liability insurance or a reserve account in an amount not less than the minimum prescribed by the Texas Tort Claims Act, § 100.001. et seq., Texas Civil Practices and Remedies Code.

m. **Indemnification – County.** In the event County should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the District as a result of intentional conduct, negligence or otherwise, County shall hold District harmless from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the County’s intentional action or negligence. This clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

n. **Indemnification – District.** In the event District should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the County as a result of intentional conduct, negligence or otherwise, District shall hold County harmless from any

and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the District's intentional action or negligence. This clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

o. **Entire Agreement.** This Agreement constitutes the entire Agreement between the District and the County relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties by the District or the County not set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.

p. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

q. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

r. No waiver by either Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

s. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

t. **Nondiscrimination.** The Parties, including their contractors, subcontractors, assignees and successors in interest, ensure that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, disability or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

u. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

v. **Commitment of Current Revenues Only.** In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

w. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.237, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

x. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

y. **Authority to Execute.** The execution and performance of this Agreement by the Parties have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

**EDINBURG CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Counsel or Edinburg Consolidated I.S.D.

HIDALGO COUNTY

By: _____
Richard F. Cortez, County Judge

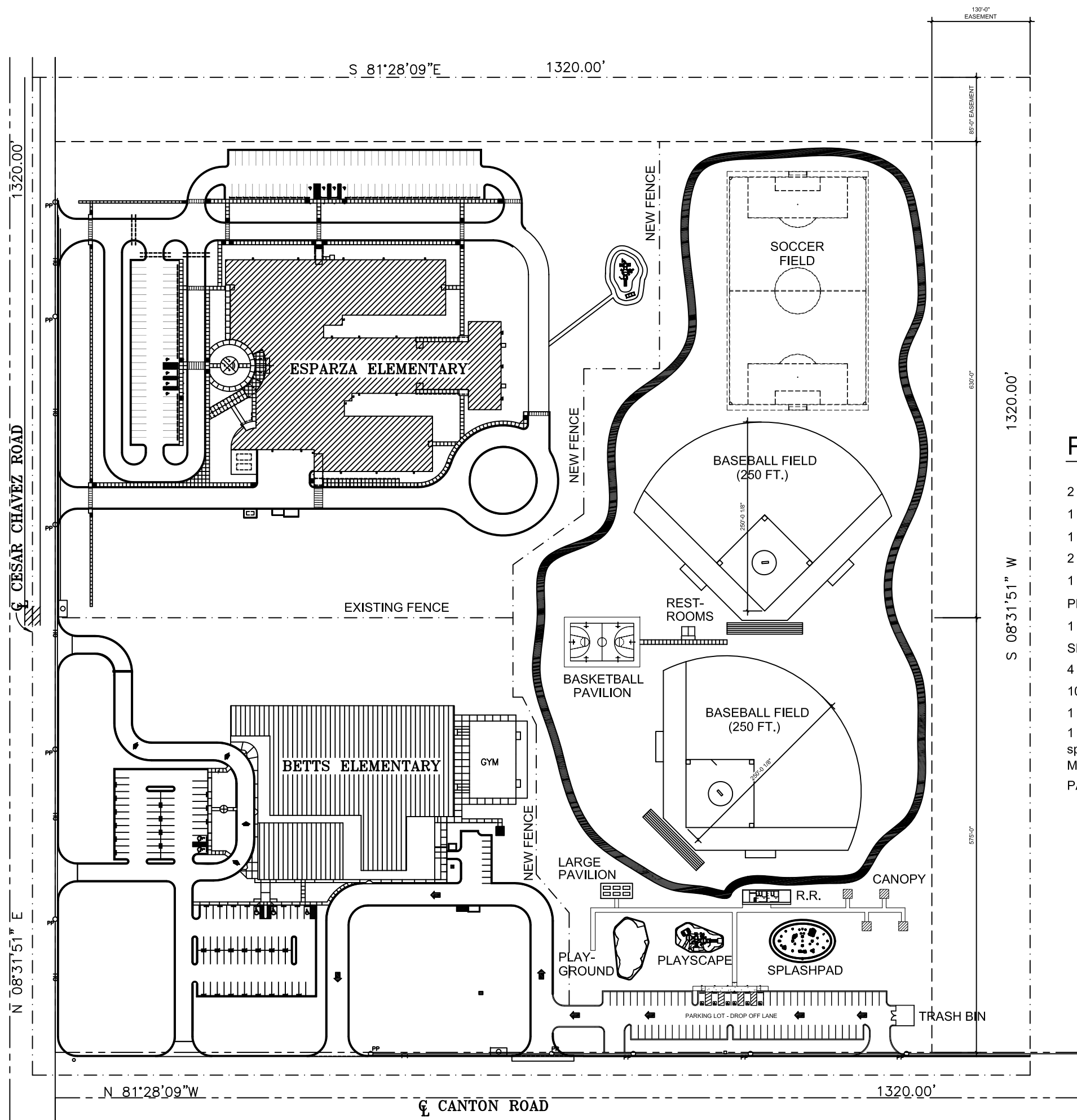
ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Robert Viña III, Assistant District Attorney



PARK LAYOUT:

- 2 BASEBALLS (250' TO HOME)
- 1 FULL SIZE SOCCER FIELD
- 1 BASKETBALL PAVILION WITH ROOF
- 2 UNISEX RESTROOMS
- 1 LARGE PAVILION (W/6 TABLES)
- PLAYGROUND AREA
- 1 PLAYSCAPE
- SPLASHPAD
- 4 CANOPIES (W/1 TABLE EACH)
- 10 FT. WIDE PERIMETER WALKING TRAIL
- 1 TRASH BIN ENCLOSURE
- 1 RESTROOM BLDG. (Includes storage room, splashpad equipment room, 1 family room, Men's gang restroom and women's gang r.r.)
- PARKING LOT WITH ACCESSIBLE SPACES



EDINBURG
CONSOLIDATED
INDEPENDENT
SCHOOL
DISTRICT

FACILITIES
DEPARTMENT
1305 E. SCHUNIOR
EDINBURG, TEXAS 78539
PHONE: (956) 289-2578
FAX: (956) 316-7265

**BETTIS ELEMENTARY SCHOOL
ECISD & HIDALGO CO. PCT. 4
PARK IMPROVEMENTS**

EDINBURG, TEXAS

WORK ORDER No.	
ISSUE DATE:	07/15/2024
REVISIONS:	

SHEET No.
AS1.0

SHEET NAME:



Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

Fwd: ILA Hidalgo County and ECISD - Southeast Park Project

1 message

Jennifer Mendoza <jennifer.mendoza@co.hidalgo.tx.us>

Fri, Aug 9, 2024 at 11:22 AM

To: Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc: Nick Perez <nick.perez@co.hidalgo.tx.us>, Ellie Torres <ellie.torres@co.hidalgo.tx.us>, "Ochoa, Jose" <jose.ochoa@co.hidalgo.tx.us>

Ms. Saenz,

Please see email below and attached document for agenda item.

JMC

----- Forwarded message -----

From: Gomez, Roberto S <roberto.gomez2@ecisd.us>

Date: Fri, Aug 9, 2024, 8:20 AM

Subject: RE: ILA Hidalgo County and ECISD - Southeast Park Project

To: jennifer.mendoza@co.hidalgo.tx.us <jennifer.mendoza@co.hidalgo.tx.us>

Cc: Salinas, Mario - SUPERINTENDENT <m.salinas@ecisd.us>, ellie.torres@co.hidalgo.tx.us <ellie.torres@co.hidalgo.tx.us>, Ricardo Perez <rperez@perezlegal.com>, Villalobos, Ramon N <ramon.villalobos@ecisd.us>, Kevin O'Hanlon <kohanlon@808west.com>, Felix, Adel - CFO <adel.felix@ecisd.us>

Good Morning,

We have reviewed the attached interlocal Agreement for the County Southwest park. We see no reason for changes. Feel free to move forward.

Contact us for any questions.

Thank you,

Roberto S. Gomez, MPA, CPM

Director of Facilities

Facilities Dept.**Edinburg CISD****1305 E. Schunior****Cell: (956) 929-6246****Off.: (956) 289-8064**

Fax: (956) 316-7265

E-Mail: roberto.gomez2@ecisd.us

From: Salinas, Mario - SUPERINTENDENT <m.salinas@ecisd.us>
Sent: Wednesday, August 7, 2024 8:18 AM
To: Gomez, Roberto S <roberto.gomez2@ecisd.us>
Subject: FW: ILA Hidalgo County and ECISD - Southeast Park Project

fyi

Mario H. Salinas, Ed.D.
Superintendent of Schools
Edinburg Consolidated Independent School District
411 North 8th Avenue
Edinburg, Texas 785398
Office: 956-289-2300 Extension 2001
Email: m.salinas@ecisd.us

From: Jennifer Mendoza <jennifer.mendoza@co.hidalgo.tx.us>
Sent: Tuesday, August 6, 2024 9:18 AM
To: Salinas, Mario - SUPERINTENDENT <m.salinas@ecisd.us>
Cc: Ellie Torres <ellie.torres@co.hidalgo.tx.us>; rperez@perezlegal.com
Subject: Re: ILA Hidalgo County and ECISD - Southeast Park Project

CAUTION: This email originated from outside of Edinburg CISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I hope this email finds you well as you prepare for the new school year

As a follow up, I wanted to ask of you, or anyone on your team, has any questions or would like to discuss the ILA I sent a couple of weeks ago.

Please do not hesitate to contact me if you need anything.



Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

Re: ILA Hidalgo County and ECISD - Southeast Park Project

1 message

Robert Vina <robert.vina@da.co.hidalgo.tx.us>

Fri, Aug 9, 2024 at 1:47 PM

To: Jennifer Mendoza <jennifer.mendoza@co.hidalgo.tx.us>

Cc: Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>, "Garza, Victor" <victor.garza@da.co.hidalgo.tx.us>, Ellie Torres <ellie.torres@co.hidalgo.tx.us>, Nick Perez <nick.perez@co.hidalgo.tx.us>, "ochoa, jose" <jose.ochoa@co.hidalgo.tx.us>

Good Afternoon Dr. Culbertson,

This office reviewed the ILA with Edinburg CISD regarding Hidalgo Co. Pct. 4 Southeast Park and at this time approves the same as to form.

This office reviewed the attached Approval of Project regarding Hidalgo Co. Pct. 4 Southeast Park and at this time approves the same as to form.

Please let me know if you have any questions.

Respectfully,

Robert Viña III

Assistant District Attorney

Civil Litigation Division

Office of the Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 EXT 8187

(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

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On Thu, Aug 8, 2024 at 4:49 PM Jennifer Mendoza <jennifer.mendoza@co.hidalgo.tx.us> wrote:

Ms. Saenz and Mr. Vina,

Commissioner Torres and I spoke to Dr. Mario Salinas, Edinburg CISD Superintendent, this morning. He has confirmed that the ILA agreement attached has received clearance from the ECISD legal team to be placed on the next commissioner's court meeting. Please advise on how to proceed.

Thank you for your support and assistance!

Respectfully,