

**Interlocal Cooperation Agreement Between  
Brown County and May ISD**

Brown County and May Independent School District (MISD), both parties being legally constituted political subdivisions of the State of Texas, by their governing bodies enters into this Interlocal Cooperation Agreement for a period not to exceed three years pursuant to those powers vested in the parties by Chapter 791, Texas Government Code. The limitation provisions in this Agreement relating to any performance of work, purchase of materials, and/or use of real property by either of the parties is not a requirement for the fulfillment of the Agreement. Brown County and /or MISD may terminate this Agreement at any time upon written notification to the other party to this Agreement.

It is the expressed intent of both parties that this Agreement is limited to Brown County Precinct 2 maintaining a road owned and operated by MISD and described as the entrance road to the athletic complex used by the MISD for football games;

and it is furthermore the expressed intent of both parties that this Agreement is limited to the availability of MISD property to Brown County Precinct 2 for disposal of excess soil and aggregate materials that are acquired by Brown County Precinct 2 in its day to day maintenance and upgrading of Brown County Precinct 2 roads and the right of ways.

It is the belief of the parties that by this Agreement the proper maintenance of this road and the availability of the MISD property for the disposal of excess soil and aggregate materials acquired by Brown County Precinct 2 will benefit both MISD and the citizens of Brown County who reside in the May area and/or visit this area.

MISD by this Agreement will be solely responsible for purchasing and/or providing all materials necessary for maintenance;

Brown County Precinct 2 by this Agreement will be solely responsible for the maintenance of this road including, but not limited to the watering of existing surface, the grading of existing surface, and the application of new base materials to the existing surface, if deemed necessary by Brown County Precinct 2;

and it is further understood that Brown County Precinct 2 by this Agreement will be solely responsible for disposing of excess soil and aggregate materials on MISD property at a location determined by MISD;

and it is further understood Brown County Precinct 2 by this Agreement will, by the best of its ability, ensure that said excess soil and aggregate materials will be free of any large debris such as concrete, rebar, rocks, and foreign materials that are not degradable;

and it is further understood Brown County Precinct 2 by this Agreement will, to the best of its ability, ensure that said excess soil and aggregate materials will be free of any hazardous materials as defined by the Texas Commission of Environmental Quality.

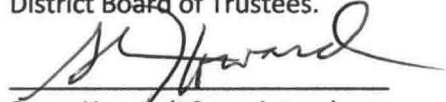
July 23, 2018  
(Exhibit #5)

Approved and accepted this the 23<sup>rd</sup> day of July, 2018 by the Brown County Commissioner.



Joel Kelton, Commissioner  
Brown County Precinct 2

Approved and accepted this the 24<sup>th</sup> day of July, 2018 by the May Independent School District Board of Trustees.



Steve Howard, Superintendent  
May Independent School District