

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
SMITHVILLE INDEPENDENT SCHOOL DISTRICT and  
THE CITY OF SMITHVILLE**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between Smithville Independent School District (“Smithville ISD”), a political subdivision acting through its Board of Trustees, and the City of Smithville (also referred to herein as “City”) individually, acting through its City Council. Collectively, Smithville ISD and the City may be referred to as the “Parties.”

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

**WHEREAS**, Smithville ISD (“the District”) is a public school district with campuses located within the jurisdictional boundaries of Bastrop County, where the City is also located and operates; and

**WHEREAS**, the District and the City find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhance the health and wellbeing of the residents within the boundaries of the District and the City; and

**WHEREAS**, the Parties desire to enter into an agreement intended to clarify the nature and extent of the complementary facility usage that might be undertaken for the benefit of the two Parties; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**ARTICLE 1: THE PARTIES**

1.1 The City of Smithville, located at 317 Main Street, Smithville, TX 78957, represented by its City Manager, Jeremy Fraizer, duly authorized.

1.2 Smithville Independent School District, with its main office located at 901 NE 6<sup>th</sup> St., Smithville, TX 78957, represented by its Superintendent, Dr. Molley Ealy, duly authorized.

**ARTICLE 2: FACILITY USAGE**

2.1 The City of Smithville Recreation Center is a city-owned multi-purpose facility located within the City of Smithville.

2.2 The Parties agree to allow, at no charge to either Party, the mutual usage of facilities for non-profit or governmental purposes. Such mutual use is contingent upon each facility having the capacity, schedule, and available resources to allow the use by the non-facility owning entity. Such use may also not interfere with any scheduled uses or events of the facility or unreasonably interfere with the facility's uses by the public. Before a Party may use the other's facility, the Party seeking usage must advise the facility of the desire to use the facility or have a mutually agreed upon schedule for use. The use by each Party must be consistent with the facility's intended and normal uses as well as each facility's adopted policies and procedures. Each Party agrees to abide by the other Party's policies and procedures for use of the facilities.

2.3 The Parties agree that the facilities available for use include: The District's basketball gyms, the City's Recreation Center, and the City's park spaces.

2.4 Each Party shall establish the rules of usage of their own facility. The non-owning Party using the facility agrees to follow the owning Party's rules and regulations for usage at all times unless other rules have been previously agreed upon, reduced to writing, and agreed upon by the Superintendent and City Manager.

2.5 Neither party may assign or transfer any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

### **ARTICLE 3: TERM OF AGREEMENT**

3.1 This Agreement will become effective when fully executed by both Parties. The Agreement will remain in effect for five (5) years from execution, and may be renewed or amended by mutual agreement of the Parties. The Parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this Agreement. Either Party may terminate this Agreement by providing written notice of such termination to the other Party at least six (6) months prior to the date of termination.

### **ARTICLE 4: NOTIFICATIONS**

4.1 All correspondence and communications regarding this Agreement shall be directed to:

**The City of Smithville**  
106 Royston St.  
Smithville, TX 78957  
Director - Ashley Garrison, 512-237-3282

**Smithville Independent School District:**  
901 NE 6th St.  
Smithville, TX 78957  
Superintendent – Dr. Molley Ealy, 512-237-2487

**ARTICLE 5: MISCELLANEOUS**

5.1 This Agreement is not intended to create, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either Party, its officers, employees, or agents against the other Party, its officers, employees or agents.

5.2 Nothing in this Agreement obligates either Party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two Parties.

5.3 This Agreement does not create a partnership or a joint venture, and neither Party has the authority to bind the other.

5.4 Enforcement - As an Agreement, this document is not enforceable through breach of contract or other causes of action and both parties sole remedy for any violation of this Agreement is to terminate this Agreement as outlined herein.

5.5 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.

5.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

The parties have executed this Agreement effective as of \_\_\_\_\_, 2026.

The City of Smithville

Smithville Independent School District

\_\_\_\_\_  
Jeremy Fraizer

\_\_\_\_\_  
Molley Ealy, Ed.D.

City Manager

SISD Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_