

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
TOWN OF LITTLE ELM, TEXAS &
THE TOWN OF PROSPER, TEXAS
FOR THE COORDINATION OF THE IRONMAN
COMPETITION ROUTE**

This Agreement (hereinafter referred to as the “Agreement”), is made and entered into by and between the Town of Little Elm, Texas (hereinafter referred to as the “Town”) located in Denton County, Texas, and the Town of Prosper, Texas (hereinafter referred to as the “Partner Town”) located in Denton County, Texas.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code (hereinafter referred to as the “Act”), authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Town and the Partner Town are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of local governmental functions and services to their citizens; and

WHEREAS, these functions and services serve the public health, safety, and welfare, promote efficiency and effectiveness of local governments, and are of mutual concern to the contracting parties; and

WHEREAS, the Town and the Partner Town, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefore only from current revenues legally available to such party; and

WHEREAS, the Town is organizing an Ironman competition (hereinafter referred to as the “Event”) scheduled for March 15, 2026, which Event includes a route extending into the jurisdiction of the Partner Town; and

WHEREAS, the Partner Town agrees to cooperate and provide support to facilitate the Event within its jurisdiction; and

WHEREAS, the Town and Partner Town desire to formalize their mutual responsibilities and expectations related to the coordination, safety, traffic control, public communication, and event logistics necessary to facilitate the Event;

NOW, THEREFORE, the Town and the Partner Town, for the mutual consideration hereinafter stated, agree, and understand as follows:

1. **PURPOSE**. To establish the terms and conditions under which both the Town and Partner Town collaborate to facilitate the Event route through their respective jurisdictions.
2. **ROUTE DESIGNATION**. The Event route shall enter and exit the Partner Town’s streets identified in Exhibit A. Any changes to the designated route through the respective jurisdiction must be approved in writing by both the Town and Partner Town. Any ongoing construction or scheduled construction in relation to the Event route must be identified and acknowledged by both the Town and Partner Town, so that it will not impact the finalized route through both jurisdictions.

3. **TERM.** This Agreement shall continue to remain in effect for a period of one (1) year from the date of execution and thereafter on a year-to-year basis until either the Town or the Partner Town shall give the other respective party nine (9) months written notice of intent to terminate as provided hereafter, or until superseded.”

4. **PARTNER TOWN OBLIGATIONS.**

- A. Approve the proposed Event route and traffic control plan within the Partner Town’s respective jurisdiction.
- B. Providing reasonable public safety support with police and EMS during the Event.
- C. Assist with public communication efforts to identify and notify residents and businesses of all temporary road closures related to the Event.
- D. Assist the Town in ensuring that any required Partner Town permits or approvals for use of public rights-of-way are issued in coordination with this Agreement.
- E. Maintain communication between the Town and Event staff in addressing any and all safety, sanitation, and emergency response within the Partner Town’s jurisdiction.
- F. Designate and identify a contact person who will represent the Partner Town regarding this Agreement.

5. **TOWN OBLIGATIONS.**

- A. To coordinate and communicate the proposed event planning, logistics, and public safety plan for the Event.
- B. Provide the finalized Event route and schedule to the respective Partner Town.
- C. Obtain all required permits necessary by the state and regional agencies.
- D. Provide a traffic control plan approved by the Town’s Public Safety Office.
- E. Designate and identify a contact person who will represent the Town regarding this Agreement.

6. **MISCELLANEOUS PROVISIONS.**

- A. **Entire Agreement.** The Agreement represents the entire agreement between the Town, the Partner Town and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may be amended by a written instrument signed by the governing bodies of both the Town and Partner or those authorized to sign on behalf of the respective governing

parties.

- B. **Indemnification Clause.** To the extent allowed by law, the Town and Partner Town agree to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demand, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to or resulting from its performance under this Agreement, caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.
- C. **Immunity and Defenses.** It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Town and the Partner Town do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

7. **NOTICE.** Notices required by this Agreement shall be submitted to the persons and/or organizations, as follows:

Town of Little Elm:

Att. Matt Mueller
Town of Little Elm
Town Manager
100 W. Eldorado Parkway
Little Elm, TX 75068
214-618-2914

Town of Prosper:

Att. Mario Canizares
Town of Prosper
Town Manager
250 W. First Street Prosper,
Texas 75078
972-346-2640

The Town or the Partner Town may later designate in writing any other individual or entity to whom notices or referrals shall be submitted.

8. **GOVERNING LAW & VENUE.** This Agreement shall be governed by and is to be construed, interpreted, and enforced under the laws of the State of Texas and of the United States of America. The Town and the Partner Town agree and consent to the exclusive jurisdiction of the District Courts and County Courts at Law of Denton County, Texas, and of the United States District Court for the Northern District of Texas (Dallas Division) and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions between the Town and the Partner Town agree that such courts shall be the exclusive forums for the resolution of any actions between the Town and the Partner Town.

9. **SEVERABILITY CLAUSE.** Provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is for any reason held by a court competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law,

the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. **SUCCESSORS & ASSIGNS.** This Agreement shall be binding upon the Town and Partner Town hereto, their successors, and assigns. Neither the Town nor the Partner Town will assign or transfer an interest in this Agreement without the written consent of both respective parties.

ACKNOWLEDGMENT

TOWN OF LITTLE ELM:

APPROVED by the Town Council of the Town of Little Elm, Texas, in this meeting held on the _____ day of _____, 2025, and executed by its authorized representative.

X

Matt Mueller, Town Manager
Little Elm, Texas

X

Drew Bailey, Director of Tourism & Comm...
Little Elm, Texas

X

Robert Brown
Town Attorney

STATE OF TEXAS: DENTON COUNTY

This instrument was acknowledged before me on the _____ day of _____, 2025, by Matt Mueller, Town Manager of the Town of Little Elm, Texas, a home-rule municipality, on behalf of said municipality.

X

Notary Public in and for the State of Texas

TOWN OF PROSPER:

APPROVED by the Town Council of the Town of Prosper, Texas, in this meeting held on the _____ day of _____, 2025, and executed by its authorized representative.

X

NAME & TITLE
CITY

X

ATTEST
CITY

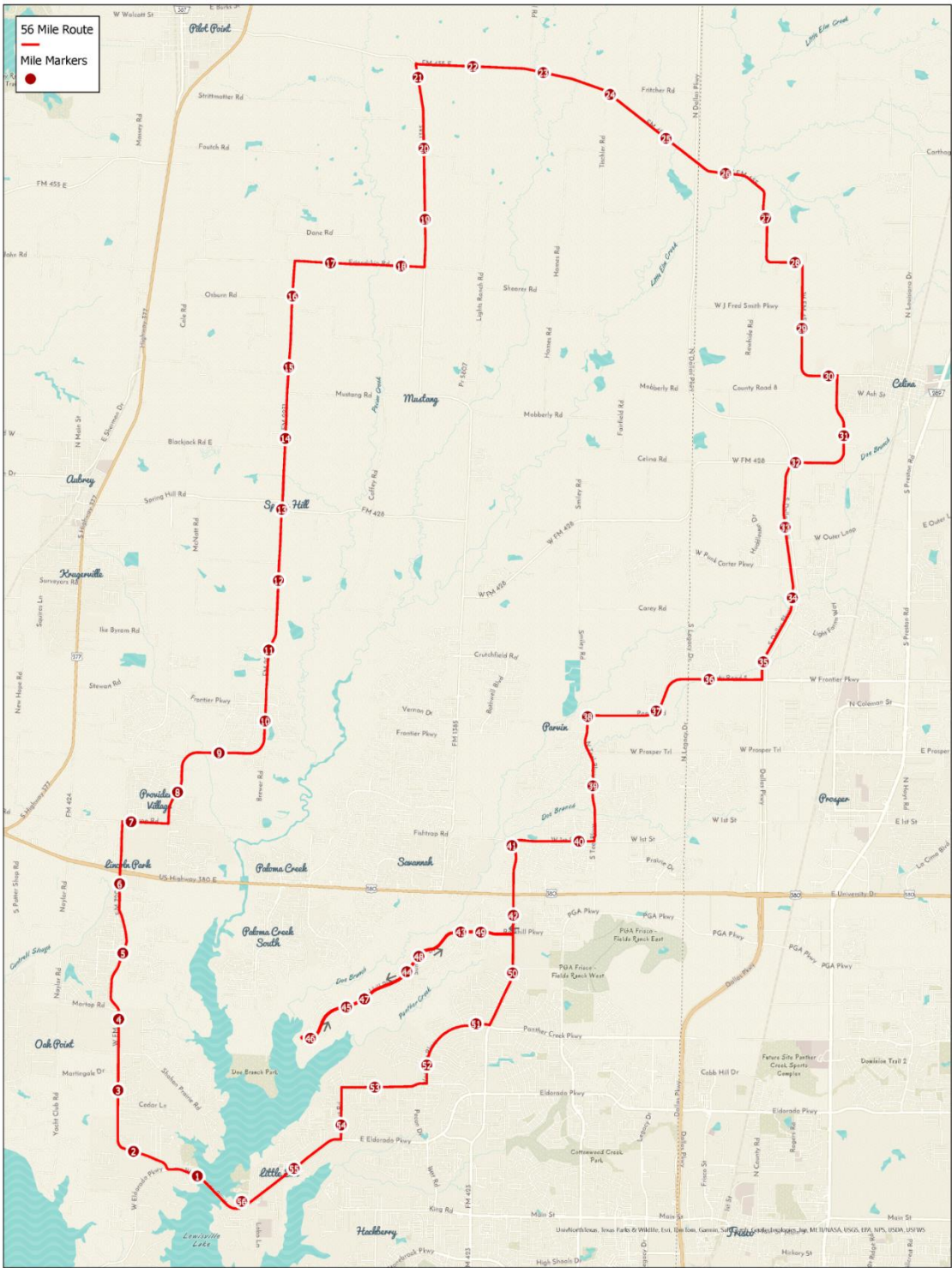
STATE OF TEXAS: DENTON COUNTY

This instrument was acknowledged before me on the _____ day of _____, 2025, by Mario Canizares, Town Manager of the Town of Prosper, Texas, a home-rule municipality, on behalf of said municipality.

X

Notary Public in and for the State of Texas

EXHIBIT A
PROPOSED ROUTE



Ironman Bike Route:

Mile 37

Turn left on N Teel Pkwy

Continue south on N Teel Pkwy

Mile 38

Continue south on N Teel Pkwy

Mile 39

Continue south on N Teel Pkwy

Turn right on W 1st St

Mile 40

Continue west on W 1st St

Turn left on Gee Rd

Mile 41

At the traffic light, continue forward on FM 423

Mile 42

Continue south on FM 423

