

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO AND LAREDO PONY ASSOCIATION**

This Memorandum of Understanding ("MOU") will serve to establish the terms and conditions between the City of Laredo ("City") and The Laredo PONY Association ("PONY"), hereafter the "Parties".

**WHEREAS**, the City seeks to support the 2025 PONY Super Regional Tournaments, Palomino Zone and Bronco and Palomino World Series; and

**WHEREAS**, the Laredo PONY Association is tasked with organizing the 2025 PONY Super Regional Tournaments, Palomino Zone and Bronco and Palomino World Series and hosting over sixty (60) teams from outside of the Laredo area; and

**WHEREAS**, the Laredo PONY Association requires financial assistance to be able to adequately host the teams participating in the 2025 Baseball World Series; and

**WHEREAS**, the PONY World Series provides a large influx of visitors to the City of Laredo and in turn provides a significant economic boost to the City and its businesses.

**NOW THEREFORE**, the Parties agree to the following terms and conditions:

**1. The Laredo PONY Association shall:**

- a. Conduct the logistical and procedural tasks involved with the 2025 PONY Baseball World Series and the Super Regional Tournaments.
- b. Set a goal of having a minimum of sixty (60) non-local teams participate in the events.
- c. Submit a detailed financial accounting of all expenses related to the 2025 PONY Baseball World Series and Super Regional Tournaments, no later than 30 days after finalizing each tournament.
- d. Provide a list of additional private and public sponsors supporting the event in addition to the amount provided by the City of Laredo.
- e. Comply with all applicable State and Federal Laws, including but not limited to the Texas Hotel Occupancy Tax Law and the ordinances of the City of Laredo, and will obtain and pay for all necessary permits and licenses, if applicable.
- f. Obtain and pay for all necessary permits, licenses, and copyright fees.
- g. Contract Active Liability Insurance for all events.
- h. **Insurance:** Maintain such insurance to protect PONY from any all claims under the Worker's Compensation Laws of the State of Texas. The Organization shall maintain

sufficient insurance to protect it from claims and damages that may result from bodily injury, including death, and from claims for damage to property which may arise out of and during the conduct of the Organization's business, services, and activities. PONY shall have and keep in effect during the term of this agreement, public liability and property damage insurance in the amount of not less than \$1,000,000.00. Copies of such certificates of insurance reflecting the required coverage shall be submitted to the City prior to the start of the event.

- i. Shall account for expenditures under this contract in a manner that PONY's income and expenses can be readily identified and audited and can be easily separated from PONY's other financial activities not related to this event.

**2. The City shall:**

- a. Provide PONY with financial support in an amount not to exceed \$90,000.00.
  - b. Reserve the right to audit any and all of PONY's financial records related to the events under this agreement.
  - c. Provide in-kind services from the following departments: Parks and Leisure, Police, Fire, Traffic.
- 3.** The term of this MOU shall commence on the date of the execution of this Agreement and continue for the duration of the 2025 PONY Super Regional Tournaments, Palomino Zone and Bronco and Palomino World Series. This agreement shall expire upon the completion of the 2025 PONY Super Regional Tournaments, Palomino Zone and Bronco and Palomino World Series. The City's right to audit PONY's financial documents related to this agreement is reserved indefinitely.
- 4.** Principal Contacts for each party:

City of Laredo:

Joseph Neeb  
City Manager  
[jneeb@ci.laredo.tx.us](mailto:jneeb@ci.laredo.tx.us)  
956-791-7466

Laredo PONY Association:

Richard Rosas  
Executive Director  
[richard@rotextrucks.com](mailto:richard@rotextrucks.com)

- 5.** Any notice provided hereunder by any Party to the other shall be in writing and may be either delivered by hand or e-mail to the designated representatives listed in section four (4).

6. This MOU contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
7. If any term(s) or provision(s) of this MOU are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the term(s) or provision(s) of this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this MOU to be inconsistent with the intent of the Parties hereto.
8. No assignment of this MOU or of any duty or obligation of performance hereunder shall be made in whole or in part by any Party hereto without the prior written consent of the other Party hereto.
9. No waiver of a breach of contract of any provision of this MOU shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
10. The City DOES NOT waive or relinquish any immunity or defense on behalf of the City, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
11. **INDEMNIFICATION**: PONY shall indemnify, defend and hold harmless the city and its officials, employees and agents (collectively referred to as "indemnitees") from and against all lost, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (1) the performance or non-performance of services contemplated by this contract but only to the extent caused by the negligent acts, errors, omissions, intentional torts, or a failure to pay a subcontractor or supplier committed by contractor or contractors' agent, consultant under contract, or another entity over which PONY exercises control, or its employees, agents, or subcontractors (collectively referred to as "contractors") and/or (2) the failure of contractor to comply with any of the paragraphs or provisions of this contract or contract documents, or the failure of PONY to conform services or work to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state, or local, in connection with the performance of this contract. PONY expressly agrees to indemnify and hold harmless the indemnitees, or any of them, from and against

**all liabilities which may be asserted by an employee or former employee of contractor, or any of its subcontractors, as provided above, for which contractors' liability to such employee or former employee would otherwise be limited to payments under state workers' compensation or similar laws. Nothing herein shall require contractor to indemnify, defend, or hold harmless any indemnitee for the indemnitee's own gross negligence or willful misconduct. Any and all discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this contract but thereafter so long as any liability could be asserted in regard to any acts or omissions of contract in performing services under this contract.**

**12.** This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.

**13.** Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

**14.** This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF LAREDO

LAREDO PONY ASSOCIATION

\_\_\_\_\_  
JOSEPH W. NEEB  
CITY MANAGER

\_\_\_\_\_  
RICHARD ROSAS  
EXECUTIVE DIRECTOR

ATTESTED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
MARIO MALDONADO JR.  
CITY SECRETARY

\_\_\_\_\_  
DOANH "ZONE" NGUYEN  
CITY ATTORNEY