

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO, TEXAS
A MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS CITY MANAGER
AND THE LAREDO PONY ASSOCIATION**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into on the 25th day in the month of June, 2024 by and between the City of Laredo, Texas, hereinafter referred to as "CITY", and the Laredo PONY Association, hereinafter referred to as "PONY".

A. PURPOSE: The purpose of this document is to establish procedures and responsibilities regarding the support and direct involvement in the 2024 PONY Baseball World Series and the Super Regional Tournaments: Divisions 6u, 8u, 10u, 12u, & 14u & South Zone: Divisions 16u & 18u in Laredo, Texas. The laws governing hotel tax expenditures specifically allow the City to support the event because of its potential to draw in tourists, specifically sports tournament participants. The event has a reasonable expectation to utilize a host hotel in Laredo, the majority of the participants in the event are expected to be tourists, and a hotel room block should be negotiated with a local service provider. Furthermore, the expenditures that will qualify for sponsorship are referenced in Exhibit A, the original budget submitted to the City of Laredo by PONY must be directly related to current year activity. At any time that the event participation becomes more than 40% local, the CITY will withdraw its financial support of the event. While visitor participation is maintained at 60% or more for the upcoming event, the City of Laredo shall provide up to \$60,000 for the 2024 PONY Baseball World Series and the Super Regional Tournaments: Divisions 6u, 8u, 10u, 12u, & 14u & South Zone: Divisions 16u & 18u in Laredo, Texas.

B. THE LAREDO PONY ASSOCIATION SHALL:

1. conduct the logistical and procedural tasks involved with the 2024 PONY Baseball World Series and the Super Regional Tournaments: Divisions 6u, 8u, 10u, 12u, & 14u & South Zone: Divisions 16u & 18u in Laredo, Texas, including but not limited to execution of the event and promotion, etc.;
2. set a goal of a minimum of 84 teams traveling from out of town and work to attain that amount of participation;
3. submit detailed financial accounting, to include receipts of expenses to the CITY;
4. provide a Post Event Report to verify event information and results.
5. provide a list of additional private and public sponsors supporting the event in addition to the amount provided by the City of Laredo;
6. comply with all applicable Federal and State laws, the ordinances of the City of Laredo, and obtain and pay for all necessary permits, licenses, and any copyright fees.
7. contract Active Liability Insurance for the event;
8. maintain such insurance as will protect it from any and all claims under the Worker's Compensation Laws of the State of Texas. The Organization shall maintain such insurance as will protect the Organization from claims for damages because of 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. To this end, the Organization shall have and keep in effect during the term of this contract, public liability and property damage insurance in the amount of not less than \$1,000,000.00. Copies of such certificates of insurance as reflect the above required coverage shall be made a part of this contract. Any failure of the Organization to maintain the specified insurance coverage's during the term of the events identified in the contract shall mean automatic termination of the contract.

9. account for expenditures under this contract in such a way that Organization income and expenses can be readily identified and audited and can be easily separated from other financial activities of the Organization. Any expenditures of the Organization which are allocated to this contract shall be distributed based on the requirements and activities of the Organization. the expenditures that will qualify for sponsorship are referenced in Exhibit A.

C. THE CITY OF LAREDO, TEXAS SHALL:

1. provide financial support in an amount not to exceed \$60,000 on a reimbursement basis;
2. provide guidance with all aspects of the event;
3. reserve the right to withhold its participation and financial support of future PONY World Series or similar events;
4. pay the Organization for the services provided on the basis of a written request for payment submitted to the City of Laredo Convention & Visitors Bureau. Such written request for payment shall include (1) a statement describing the services rendered, (2) the amount being requested, and (3) shall have attached thereto any supporting documents, such as invoices, receipts, cancelled checks, and so forth;
5. provide in-kind services from the following departments:
 - a. Parks & Leisure
 - b. Police
 - c. Fire
 - d. Traffic

D. CONFLICT OF INTEREST

No officer or employee of the City and no member of the City governing body and no employee of the Organization and no member of the Organization's governing board and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his personal pecuniary interest. Organizations covenants that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the provisions of this contract.

E. INDEMNIFICATION

Contractor 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 contractor 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 contractor 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. Contractor 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.

F. CONTRACT DEFAULT

If the Organization shall default in the performance of any of the terms or conditions of this agreement, it shall have thirty (30) calendar days after receiving written notice to cure such default. If the Organization fails to cure its default within such period of time, then City shall have the right to terminate this agreement. If this agreement is terminated, then City will not be responsible for obligations incurred by the Organization after the Organization receives written notice of termination or unless there was an eligible encumbrance or other legally binding obligation which existed prior to receipt of a written notice of termination. Should the Organization not adhere to any of the requirements in the signed contract the monies allocated to the Organization shall be reduced for the following year by 10%.

G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Each will abide by the items outlined in section B and C above.
2. This MOU may be altered or terminated by sending notice in writing to the principal contacts mentioned below. If this does not occur it will remain in effect until immediately after the 2024 PONY World Series in Laredo, Texas or until all bills and invoices are reconciled, if applicable.
3. Invoices must be submitted timely for payment to be rendered accordingly; no invoice will be accepted after the final accounting has been negotiated between the CITY and PONY immediately following the event. Invoices for the 2024 PONY World Series must

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be submitted within the fiscal year that it occurs. As per City of Laredo Accounts Payable policy, allow 30-days for check to be issued.

4. Principal Contacts.

The principal contacts for this instrument are:

Laredo PONY Association

Richard Rosas

Executive Director

E-Mail: richard@rotextrucks.com

City of Laredo

Joseph Neeb, ICMA-CM, CEcD

City Manager

E-Mail: jneeb@ci.laredo.tx.us

Richard Rosas

Laredo PONY Association

Joseph Neeb, ICMA-CM, CEcD

City of Laredo

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EXHIBIT A

Examples of expenses that may be submitted for reimbursement:

- Food and beverage related expenses involved in the direct hosting of Tournament participants
- Transportation costs with vehicle rental and fuel costs
- Outreach efforts that take PONY staff or volunteers out of town to promote the tournament
- Officials hosting expenses (mileage, meals ONLY)
- Materials and supplies employed directly in hosting/executing the Tournament
- Advertising spent directly on Tournament promotion

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