

City of Laredo

SUPPLEMENTAL AGENDA

A-2025-S-04

Monday, May 5, 2025

5:30 PM

City Council Chambers

City Council - Supplemental Agenda

City of Laredo
Supplemental City Council Meeting
A-2024-S-04
1110 HOUSTON STREET
LAREDO, TEXAS 78040
May 5, 2025
5:30 P.M.

CITIZEN COMMENTS

Citizens can participate through in-person comments. Citizens wishing to provide in-person comments are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. Speakers may not pass their minutes to any other speaker. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

I. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Council Member Ruben Gutierrez Jr. of Venustiano Adolfo Carranza to the Economic Development Advisory Committee. [APPT - 52](#)

CONSENT AGENDA

CONVENTION & VISITORS BUREAU: AILEEN RAMOS, DIRECTOR

1. Discussion with possible action to enter into an Agreement with the Laredo PONY Association for sponsorship in an amount no to exceed \$90,000.00 of the 2025 PONY Super Regional Tournaments, Palomino Zone and Bronco and Palomino World Series. It is anticipated that over 60 teams will participate from out-of-town. Funding is available in the Convention and Visitor's Bureau Fund **25-700**

II. EXECUTIVE SESSION

The Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.087 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

III. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

2. A) Request by Mayor Dr. Victor D. Treviño

1. Discussion with possible action on an update on delegated tasks to management and Utilities department regarding the previously [25-C-72](#)

passed secondary water source resolution, and any other matters related thereto.

Sponsors: Mayor Pro Tempore Vanessa Perez

2. B) Request by Council Member Ricardo "Richie" Rangel, Jr.

1. Recognizing Team Desire of Karma Athletics for their outstanding dedication, teamwork, and passion. Formed in July 2024, your commitment to excellence, even on weekends and holidays has accomplished the following awards:

[25-C-71](#)

JAMFEST - Superior
ACA - Superior with golden ticket
NCA - Superior
NCA All Stars - Superior
ACA US Finals - Number 1 rank

IV. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, May 5, 2025 at 5:00 p.m.

City of Laredo

City Council - Supplemental Agenda

Meeting Date: 5/5/2025

Appointment 1.

City of Laredo

City Council - Supplemental Agenda

Meeting Date: 5/5/2025

Consent Agenda 1.

SUBJECT

Discussion with possible action to enter into an Agreement with the Laredo PONY Association for sponsorship in an amount no to exceed \$90,000.00 of the 2025 PONY Super Regional Tournaments, Palomino Zone and Bronco and Palomino World Series. It is anticipated that over 60 teams will participate from out-of-town. Funding is available in the Convention and Visitor's Bureau Fund

PREVIOUS COUNCIL ACTION

24-1231 Council approved a sponsorship for \$90,000.00

BACKGROUND

City Council has previously approved sponsorship for Laredo PONY Association in 2021, 2022, and 2023 with an array of tournament configurations throughout the years.

COMMITTEE RECOMMENDATION

Click or tap here to enter text.

STAFF RECOMMENDATION

Staff recommends a sponsorship MOU with Laredo PONY

Fiscal Impact

Fiscal Year:	2024-2025
Budgeted Y/N?:	Y
Source of Funds:	CVB Funding
Account #:	250.5315.553.5606
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Sponsorship in an amount no to exceed \$90,000

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
956-791-7466

Laredo PONY Association:

Richard Rosas
Executive Director
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

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Meeting Date: 5/5/2025

Council Item

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