

**RESOLUTION 2024-119**

**A RESOLUTION APPROVING AN AGREEMENT WITH MAIN STREET WEST  
BRANCH REGARDING HOOVERBALL.**

WHEREAS, the West Branch Parks and Recreation Director and Main Street West Branch have heretofore negotiated an agreement for the splitting of duties and responsibilities for Hooverball at Hoover's Hometown Days; and

WHEREAS, this Agreement (see Exhibit A) requires approval of the City Council.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Council of the City of West Branch that the Agreement is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the agreement on behalf of the City.

**Passed and approved this 4<sup>th</sup> day of November, 2024.**

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, City Clerk



## **Hoover's Hometown Days Youth & Adult Hoover-Ball Activities Contract Agreement**

The purpose of this agreement is for the City of West Branch Parks and Recreation Department to assist with the execution of Hoover-Ball as part of Hoover's Hometown Days.

This Agreement ("Agreement") is made and entered into as of September 1, 2024, between The City of West Branch (Party A) located at 110 N Poplar St West Branch Iowa and Main Street West Branch DBA Hoover's Hometown Days (Party B) located at 127 W Main Steet West Branch Iowa, collectively referred to as the "Parties".

### **1. Services:**

#### **Party A agrees to provide the following services:**

- Set up and tear down for Youth and Adult Hoover-Ball championship games and Youth Camps as part of Hoover's Hometown Days
- Coordinating logistics and managing all activities for Youth and Adult Hoover-Ball tournaments during Hoover's Hometown Days and Youth Camps in advance
- Support advertising and promotion of Youth and Adult Hoover-Ball championship games and Youth Camp
- Securing any volunteers needed to staff the above events
- Coordinating and executing the registration process including pre-registrations and walk-up registrations
- Oversee selection, ordering, and inventory of trophies, shirts, medals, and all other supplies with a mutually agreed on budget
- Storage of newly purchased supplies
- Coordination and execution of Hoover-Ball equipment usage agreement with the Hoover Presidential Foundation
- Allow Party B to exclusively solicit donations and/or sponsors related to Hoover-Ball and retain any profit from said contributors to support future Hoover's Hometown Days activities

#### **Party B agrees to provide the following:**

- Provide an annual budget to reasonably pay for all Youth Hoover-Ball and Adult Hoover-Ball expenses during Hoover's Hometown Days including equipment, supplies, advertising and prizes - to be reviewed and mutually agreed upon by both parties annually
- Holding the insurance for Youth and Adult Hoover-Ball events during Hoover's Hometown Days



- Securing permits required for Youth and Adult Hoover-Ball to occur during Hoover's Hometown Days
- Allow Party A to keep any profit from Hoover-Ball Tournament registration fees

2. Term: This Agreement shall commence on September 1, 2024, and continue until August 31, 2025, unless terminated earlier as provided herein.

3. Payment: No money will be exchanged in consideration for the services provided in this agreement.

4. Termination: Either Party may terminate this Agreement nine (9) months prior to Hoover's Hometown Days by providing written notice to the other Party.

5. Confidentiality: Both Parties agree to maintain the confidentiality of any proprietary or confidential information obtained during the course of this Agreement.

6. Indemnification: Both parties agree to hold the other harmless from and against any and all claims, damages, losses and expenses arising out of or resulting from this agreement.

7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

8. Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

9. Amendments: This Agreement may only be amended in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.



CITY:

MAIN STREET:

By: Roger Laughlin  
Roger Laughlin, Mayor

By: Jessi Simon

Jessi Simon, Executive Director

Print name and title

ATTEST:

By: Leslie Brick  
Leslie Brick, City Clerk