

RESOLUTION 2026-12

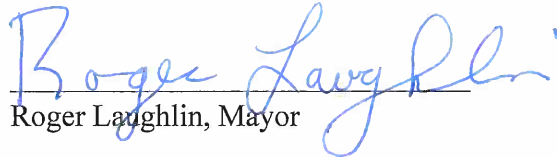
A RESOLUTION APPROVING AN AGREEMENT WITH HOOVER'S HOMETOWN DAYS ORGANIZATION REGARDING HOOVER-BALL

WHEREAS, the West Branch Parks and Recreation Director and the Hoover's Hometown Day organization have heretofore negotiated an agreement for the splitting of duties and responsibilities for Hoover-Ball 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 2nd day of February, 2026.


Roger Laughlin, Mayor

ATTEST:


Alycia Friis, 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 January 1, 2026, between The City of West Branch (Party A) located at 110 N Poplar St West Branch Iowa and Hoover's Hometown Days (Party B) located at 110 Bickford Drive 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 January 1, 2026, and continue until August 31, 2026, 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:

By: Roger Laughlin
Roger Laughlin, Mayor

ATTEST:

By: Alycia Priis
Alycia Priis, City Clerk

Hoover's Hometown Days:

By: James T Hoffman
JAMES T HOFFMAN
Print name and title PRESIDENT