

**RESOLUTION 2025-10**

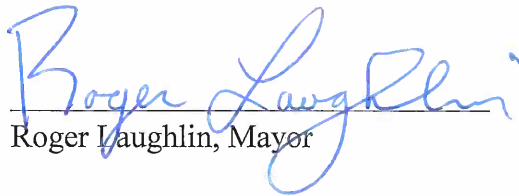
**A RESOLUTION APPROVING AN AGREEMENT WITH HOOVER PRESIDENTIAL  
FOUNDATION REGARDING HOOVER-BALL**

WHEREAS, the West Branch Parks and Recreation Director and the Hoover Presidential Foundation 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 3rd day of February, 2025.

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

ATTEST:


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



EXHIBIT A

## **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 February 1, 2025, between The City of West Branch (Party A) located at 110 N Poplar St., West Branch, Iowa and the Hoover Presidential Foundation (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:**

- Coordinating logistics and managing all activities for Youth and Adult Hoover-Ball tournaments during Hoover's Hometown Days and Youth Camps in advance
- Purchasing new equipment or fixing any equipment needing to be repaired after the contract date begins including but not limited to balls, nets, etc.
- Reimburse Whitney's Wings for all unused balls from the 2024 championships
- Keep the championship trophies updated and kept at a mutually agreed-upon location
- List Party B on insurance for games played on Party B's property
- Storage of all existing equipment

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

- Allowing Party A use of the Hoover-Ball courts for Championship games and other Hoover-Ball-related activities as approved by Party B
- Allow Party B use of all existing Hoover-Ball equipment including adult nets, youth nets, ect. for Youth and Adult Hoover-Ball championship games and Youth Camp as well as activities outside the tournament weekend
- Use of balls and nets for non-tournament activities outside the Tournament weekend
- Support advertising (unpaid) of the championship games, in coordination with Part A
- Grants Party A permission to use the Hoover-Ball trademark for the purposes outlined in this agreement
- Maintain and keep the HPF Hoover-Ball webpage up to date, including a link to the HHTD Hoover-Ball webpage

2. Term: This Agreement shall commence on February 1, 2025, 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.

Mundi McCarty  
Hoover Presidential Foundation

Roger Laughlin  
City of West Branch  
Mayor Roger Laughlin

2/27/2025  
Date

2-3-25  
Date