

RESOLUTION 2026-11

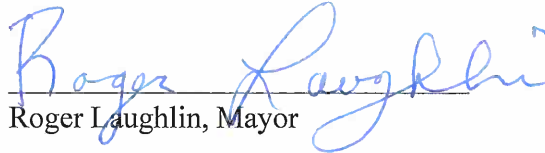
A RESOLUTION APPROVING AN AGREEMENT WITH HOOVER PRESIDENTIAL FOUNDATION REGARDING HOOVER-BALL

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

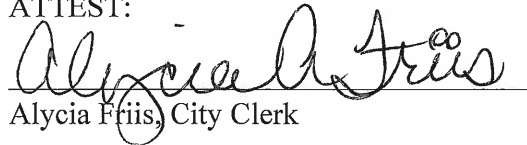
WHEREAS, this Agreement (see Exhibit A) requires approval of the City Council.

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 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 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.
- 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 so long as the property belongs to 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 Party 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 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.

Mundi McCarty
Hoover Presidential Foundation
Pres & CEO

2/17/2026
Date

Roger Laughlin
City of West Branch
Mayor Roger Laughlin

Feb. 2, 2026
Date