MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WILLOUGHBY HILLS
AND WILLOUGHBY HILLS BOYS LEAGUE

This Memorandum of Understanding ("MOU") is made this ____ day of ____, 2018, by and between the **CITY OF WILLOUGHBY HILLS ("The City")** and **THE WILLOUGHBY HILLS BOYS LEAGUE ("WHBL").**

WHEREAS, the objective will be met to foster a continuing working relationship between the Willoughby Hills Boys League ("WHBL") and the City of Willoughby Hills ("The City") in order to provide quality baseball, football, and basketball sports programs for the youth residents of Willoughby Hills.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1) WHBL will establish an entity known as "Willoughby Hills Sports Commission ("WHSC") which will nominate a commissioner for each sport. The Commission will then work directly with the Mayor or his designee to coordinate baseball, football and basketball in the City.

2) The WHSC will organize the sports programs, including selecting managers and coaches, representing the sports program in the established leagues. They will set the rules and regulations under which each sport will participate and oversee all aspects of each sport. The Commission will work closely with the Willoughby Hills Recreation Coordinator(s) regarding registration, uniform and equipment purchases, scheduling and field preparation to ensure the required City protocol is followed.

3) The City of Willoughby Hills and Willoughby Hills Boys League will collect fees, registration or otherwise, for each sport. Upon deposit of said funds, a copy of the application will be provided to the WHBL. Al fees are to be established by each sport Commissioner and the Mayor or his designee. At any time, a representative from the WHSC may request form the Director of Finance, an Expense and Revenue Report for each sport.

   The WHBL will continue to maintain a checking/savings account for their own 501(c)3 entity, but will be required to provide the City with a year-end accounting report of that account(s). This information will remain on file in the Finance Department for auditor review purposes. These funds will consist of monies earned from WHBL fundraising efforts, donations and concession stand proceeds.

4) The City of Willoughby Hills will pay for and conduct yearly background checks on managers and coaches for each sport. Registration fee proceeds will not be used to pay for such background checks.

5) The Willoughby Hills Boys League shall be included in the City's General Liability Insurance Policy, , including Liability Coverage, Equipment & Contents Coverage, Directors & Officers Coverage, Abuse/Molestation/Harassment/or Sexual Conduct Defense Coverage, and Fund Raising Activity Coverage. The WHBL will ensure that each sport application will contain a clause that explains the City's position on injury liability and their need to have medical insurance coverage to cover any medical issues during play. An example of this clause (take from the existing Basketball Application) is as follows:

"I/we, the parents of the named participant, who is a candidate for a position in the Willoughby Hills Recreation Department Sports Program, Willoughby Hills Boys League, hereby give my/our approval to their participation in any and all activities of the League. We assume all risks and hazards incidental to the conduct of the activities and transportation to/from the activities. We do further hereby release, absolve, indemnify and hold harmless the City of Willoughby Hills, the Willoughby Hills Boys League, the organizers, sponsors, and supervisors, any or all of them. In case of injury, we hereby waive all claims against the City of Willoughby Hills, the Willoughby Hills Boys League, the organizers, sponsors or any of the supervisors appointed by them. We likewise release from responsibility any person transporting the participant to and from our activities. We will provide both a certified birth certificate of the above named player upon request from league officials.
Hospitalization: I/we as parent(s) have "Blue Cross" or an equivalent insurance to cover my/our child (ren) in case of injury. YES _____ NO ____
In the event that any of the above named children or any other members of our family, as participants, should be injured for any reason, we shall use our hospitalization insurance and/or pay any and all such injury and save harmless, indemnify and release the City of Willoughby Hills, the Willoughby Hills Boys League, the organizers, sponsors and supervisors.

Parent/Guardian Signature _____ Date _____

Emergency Contact _____ Phone _____

6) The registration fees will cover the purchase of all uniforms and equipment for each sport and any gym use time that may be applicable, using the registration fees collected. Any collected surplus for a particular sport's season may be transferred by the City of Willoughby Hills to the WHBL, upon request by the WHBL, general fund within a reasonable time after the end of the season. Any deficit for a particular sport's season may be covered by the WHBL, in its sole discretion, with proceeds from its general fund.

7) The City of Willoughby Hills will adequately and reasonably maintain all fields of play.

8) The WHBL will pay for umpires and officials for each sport out of its general fund.

9) The WHBL will, in its sole discretion, use fundraising receipts for improvements in the sports programs and fields. The WHBL will provide opportunities for

tournaments, whether within the City or elsewhere, and may assist in funding extraordinary costs not covered by the sports registration fees.

10) Field and/or gym usage will be coordinated by the WHSC with assistance of the City Recreation Coordinator(s), or their Designee, to ensure the City Recreational programs are maintained.

CITY OF WILLOUGHBY HILLS, OHIO:

_____ Date: _____
Robert M. Weger, Mayor

_____ Date: _____
Law Director

_____ Date: _____
Frank Brichacek, Finance Director

WILLOUGHBY HILLS BOYS LEAGUE:

_____ Date: _____
, President

_____ Date: _____
, Vice President

_____ Date: _____
, Treasurer