

**City of Key West Application for
Non-Profit Funding Fiscal Year
2022
October 1, 2021 – September 30,
2022**

Agency Name	AYSO Region 660
Physical Address	
Mailing Address	3704 Pearlman Court
City, State, Zip	Key West, FL 33040
Phone	305-395-9221
Fax	305-296-1365
Email	debarret@bellsouth.net
Who should we contact with questions about this application?	Elaine Barrett

Amount received for prior fiscal year ending 09/30/20	\$10,000.00
Amount received for current fiscal year ending 09/30/21	\$ Not Applicable
Amount requested for upcoming fiscal year ending 09/30/22	\$10,000.000

For Fiscal Year 2022 how will the amount requested be utilized?	General Operations including field expenses, registration events, Equipment and sponsorship funds.
-----------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

CERTIFICATION

To the best of our knowledge and belief, the information contained in this application and attachments is true and correct. The City of Key West is hereby authorized to verify all information contained herein, and we understand that any inaccuracies, omissions, or any other information found to be false may result in rejection of this application. This certifies that this request for funding is consistent with our organization's Articles of Incorporation and Bylaws and has been approved by a majority of the Board of Directors.

We affirm that the Agency will use City funds for the purposes as submitted in this Application for Funding. Any change will require written approval from the Key West City Commission.

We understand that the agency must substantially meet the eligibility criteria to be considered for City funding and that any applicable attachments not included disqualify the agency's application.

We understand that all funding received through this opportunity must be spent for the benefit of Key West.

We further understand that meeting the Eligibility Criteria in no way ensures that the agency will receive

funding. Typed Name of Executive Director: Dana Ring

Signature [Signature]

Title: Regional Commissioner

Date: 4/26/2021

Witness: _____

Witness: _____

Typed Name of Board President/Chairman: _____

Signature _____

Title: _____

Date: _____

Witness: _____

Witness: _____

Application (Please type responses. You may complete on your own form).

1. List the services your agency provides. Youth Soccer
2. How will funding be used? What specific services will be funded by this request? What needs or problems in Key West does your agency address? Please explain in detail. Youth Soccer League for the City of Key West. These funds will mainly be used for field expenses and equipment.
3. Will City funds be used as match for a grant? Please circle yes or no: Yes Nox
If you answered "no", please see Question #7.
4. If you answered "yes" to Question #3, please specify the following for each grant:
 - a. grant award title, granting agency, and purpose:
 - b. grant amount:
 - c. match percentage requirement and amount:
 - d. expected award date:
5. Has your agency applied for or received funding for the same purpose from another entity? If yes, please explain.
6. Is your agency monitored by an outside entity? If so, by whom and how often?
(If applying for \$5,000 or less, a response is not required.)
7. What measurable outcomes do you plan to accomplish in the next funding year? Have a successful soccer season
for over 600 kids in the lower keys and provide a safe place for them to play.
8. How will you measure these outcomes? (If applying for \$5,000 or less, a response is not required.)
By the number of kids enrolled.
9. In 300 words or less, address any topics not covered above (optional).

Please See List of Required Attachments



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
04/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED American Youth Soccer Organization - AYSO Region 660 19700 S. Vermont Avenue Suite 103 Torrance, CA 90502	INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10120

COVERAGES **CERTIFICATE NUMBER:** W20708417 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant & Legal Liability	Y	SI8ML00321-201	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Region (25M Pol Agg)					GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		SI8EX00267-201	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0					AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Abuse & Molestation		SI8ML00321-201	07/01/2020	07/01/2021	Each Occurrence \$1,000,000
						Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AYSO Region 660, Area 14, Section J

*Med Pay applies only to spectators at an AYSO Event. General Aggregate Limit Applies on a per Region basis.
Certificate Holder is an Additional Insured as respects AYSO sanctioned events only, and where endorsement is attached and required by contract.

CERTIFICATE HOLDER

City of Key West 1300 White Street Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

ATTACHMENT CHECKLIST

LABEL AND ATTACH THE FOLLOWING IN THE ORDER SHOWN, AFTER IF NOT APPLICABLE, PLEASE SO INDICATE AND EXPLAIN	ATTACHED?		COMMENTS You must explain any "NO" answers
	YES	NO	
Application	X		
Current Board Information Form	X		
Evidence of Annual Election of Officers			
Board Resolution Approving Application for Funding			
City Funded Program Budget	X		Included
Agency Expenses	X		Budget Included
Agency Revenue	X		Budget Included
Agency Fee Schedule		N/A	
Upon approval of funding, do you agree to provide a copy of an Audited Financial Statement, a review of financial statements, or other financial report as appropriate (to be determined based on amount of funding and agency budget) from most recent fiscal year?	X		
Copy of filed IRS Form 990 from most recent fiscal year	X		
Copy of IRS Letter of Determination indicating 501 C 3 status & Copy of GUIDESTAR printout	X		
Copy of Current Monroe County and City Occupational licenses		N/A	
Copy of Florida Dept. of Children And Families License or certification		N/A	
Copy of any other Federal or State Licenses		N/A	
Copy of Florida Dept. of Health Licenses/Permits		N/A	
Copy of Organization's Corporate Bylaws.	X		
Copy of front page of Agency's EEO Policy/Plan		N/A	
Annual performance report describing services rendered during the most recently completed grant period	X		Budget Included
Copy of Summary Report of most current evaluation/Monitoring		N/A	

Must include summary of deficiencies and suggested corrective action; may include your responses and actions taken.



Providing world class youth soccer programs that enrich children's lives

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KEY WEST SOCCER - REGION 660

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[TEAM CENTRAL](#)

[MAP ONLINE](#)

[BOARD MEMBER CONTACTS](#)

[AYSOU](#)

BOARD MEMBER CONTACTS

Please attempt to contact the Board through email first as we are all volunteers. If you are unsure of who to contact please direct your question to aysoregion660@gmail.com and your email will be directed to the correct person.

Regional Commissioner	Dana Ring	danaringayso@gmail.com
Registrar		
Treasurer	Elaine Barrett	ebarrett3704@gmail.com
Safety Director		
Coach Administrator	Justin Bowden	justbowden@hotmail.com
Referee Administrator	OPEN	
CVPA	Alicia Farrer	afarrerkeywest@gmail.com
Secretary / Sponsorship	Karen Leach	kleannal@hotmail.com

Division Coordinators

5U Co-Ed.	Bryan Hawks	bbryanhawks@gmail.com
6U Co-Ed	Silvina Vogan	silvinavogan@gmail.com
8U Boys	Kellie Niles	meczak@gmail.com
8U Girls	Yrenia Sala	yrenia.sala@gmail.com
10U Boys	Jessica Lockwood	aysojess@gmail.com
10U Girls	Amy Bradshaw	amytrikw@gmail.com
12U Boys	Karen Leach	kleannal@hotmail.com
12U Girls	Jenn Canterbury	jenncayso@gmail.com
14U Boys	Trudy Bowden	trudybowden@hotmail.com
14 U Girls	Jenn Canterbury	jenncant99@hotmail.com

Support

NATIONAL PARTNERS



OUR SPONSORS



CONTACT US

REGION 660 KEY WEST

Poinciana Field
Key West, Florida 33040

Email Us: aysoregion660@gmail.com

Support

How can we help?

Top suggestions

Support

Budget Summary Report

Print Out Date: 04/21/2021 04:39 pm
 Fiscal Year: 07/01/2020 - 06/30/2021 (Active)
 Period: 07/01/2020 - 06/30/2021

<i>Account</i>	<i>Name</i>	<i>Total</i>
Income		
Income		
4005	Player Registration Fee	70,000
4006	Registration Fee Refunds	-900
4310	Sponsors/Contributions/Donations	15,000
4959	Other Income	4,000
Total Income		88,100
Total Income		88,100
Expenses		
Expenses		
5105	Uniforms-Players-NO TAX PAID	30,000
5111	Field Expenses	6,000
5135	Equipment-NO TAX PAID	4,000
5228	Tournament/National Games Entry Fees	5,500
5261	Fundraising: Concessions	2,000
5274	Awards & Volunteer Recognition	12,000
5275	Donations	1,000
5701	Payments to AYSO Inter-regional (transfers)	1,000
5703	Payments to AYSO Registration Fees	12,000
7431	Section/NAGM	2,000
7535	Postage	100
7625	Office Supplies	500
7695	Miscellaneous Supplies	1,000
8305	Bank Fees	7,000
Total Expenses		84,100
Total Expenses		84,100
NET		4,000

EXTENDED TO JULY 15, 2020

Form **990****Return of Organization Exempt From Income Tax**
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2018Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.Open to Public
Inspection**A** For the 2018 calendar year, or tax year beginning **JUL 1, 2018** and ending **JUN 30, 2019****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization**AMERICAN YOUTH SOCCER ORGANIZATION**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
19750 S VERMONT AVE NO 200City or town, state or province, country, and ZIP or foreign postal code
TORRANCE, CA 90502**F** Name and address of principal officer: **MATT WINEGAR**
SAME AS C ABOVE**D** Employer identification number**95-6205398****E** Telephone number
(424) 221-7910**G** Gross receipts \$ **78,905,588.****H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☒ No
If "No," attach a list. (see instructions)**H(c)** Group exemption number**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c)() (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: **WWW.AYSO.ORG****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: **1964** **M** State of legal domicile: **CA****Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: TO TEACH, PROMOTE & DEVELOP YOUTH SOCCER IN THE U.S., TO DEVELOP YOUNGSTERS IN BODY AND		
	2 Check this box <input type="checkbox"/> If the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	12
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	12
	5 Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	52
	6 Total number of volunteers (estimate if necessary)	6	68888
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	585,003.
b Net unrelated business taxable income from Form 990-T, line 38	7b	-51,989.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	1,951,019.	1,896,310.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	70,715,394.	73,398,227.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	64,431.	79,216.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,486,290.	1,485,924.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	75,217,134.	76,859,677.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	3,961,447.	4,163,062.
	b Total fundraising expenses (Part IX, column (D), line 25)	0.	0.
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	68,616,270.	66,232,398.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	72,577,717.	70,395,460.
Net Assets or Fund Balances	19 Revenue less expenses. Subtract line 18 from line 12	2,639,417.	6,464,217.
	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	75,488,058.	78,415,591.
22 Net assets or fund balances. Subtract line 21 from line 20	28,629,572.	25,092,888.	
		46,858,486.	53,322,703.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	7-15-20	Date
	MATT WINEGAR, NATIONAL EXECUTIVE DIRECTOR		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	NAZANIN BENYAMINI	NAZANIN BENYAMINI	07/14/20
	Firm's name	Firm's EIN	PTIN
	SINGERLEWAK LLP	95-2302617	P00666808
	Firm's address	Phone no. (310) 477-3924	
	10960 WILSHIRE BOULEVARD, 7TH FLOOR		
	LOS ANGELES, CA 90024-3783		

May the IRS discuss this return with the preparer shown above? (see instructions)

☒ Yes ☐ No

832001 12-31-18 LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2018)**SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION**



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248360116
May 13, 2016 LTR 4168C 0
95-6205398 000000 00

00016181
BODC: TE

AMERICAN YOUTH SOCCER ORGANIZATION
% SHANNON BANTUGAN
19750 S VERMONT AVE
TORRANCE CA 90502

041653

Employer ID Number: 95-6205398
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated May 04, 2016, regarding your tax-exempt status.

We issued you a determination letter in FEBRUARY 1968, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

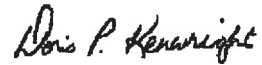
For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248360116
May 13, 2016 LTR 4168C 0
95-6205398 000000 00
00016182

AMERICAN YOUTH SOCCER ORGANIZATION
% SHANNON BANTUGAN
19750 S VERMONT AVE
TORRANCE CA 90502

Sincerely yours,



Doris Kenwright, Operation Mgr.
Accounts Management Operations 1



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

DISTRICT DIRECTOR
P. O. BOX 231
LOS ANGELES, CALIFORNIA 90033

February 28, 1968

IN REPLY REFER TO
Form L-178
Code 414:RSY
LA-EO-68-189

American Youth Soccer Organization
12501 S. Isis Ave
Hawthorne CA 90250

95-6205398

PURPOSE	
Charitable	
ADDRESS INQUIRIES & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
Los Angeles	
FORM 990-A RE- QUIRED	ACCOUNTING PERIOD ENDING
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	January 31

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

F. S. Schmidt
District Director



AYSO National Bylaws

ARTICLE I: AYSO PHILOSOPHY AND STRUCTURE

SECTION 1.01 PHILOSOPHY

The Philosophy of the Organization is to educate and develop young people by encouraging their interest and participation in soccer through its "Everyone Plays," "Open Registration," "Balanced Teams," "Positive Coaching", "Good Sportsmanship" and "Player Development" concepts.

SECTION 1.02 GENERAL STRUCTURE

The Organization shall be divided into such operating divisions as the National Board of Directors (the "Board") may from time to time determine. The present operating divisions are divided by geographical area into Sections, with the responsibility for each Section being vested in a Section Director. Each Section is divided into Areas, with the responsibility for each Area being vested in an Area Director. Each Area is divided into Regions, with the responsibility for each Region being vested in a Regional Commissioner. The Board shall have the right to determine the number of divisions, including Sections, Areas and Regions and their geographical boundaries (which need not be contiguous).

SECTION 1.03 ORGANIZATION DUTIES AND RESPONSIBILITIES

(a) The responsibilities of the Organization to Regions shall be:

- (1) To define the geographical boundaries of a Region and any boundary disputes between Regions.
- (2) To provide National Rules & Regulations.
- (3) To set up standard regulations pertaining to uniforms.
- (4) To provide a source of Insurance for liability coverage and accident reimbursement program.
- (5) To provide such services and materials for educational purposes and the operation of Regions as the executive members determine are necessary and affordable.
- (6) To provide guidance in organization and operation of its divisions including Regions, Areas and Sections.
- (7) To supervise inter-play between Regions, Areas and Sections.
- (8) To provide legal advice when needed.
- (9) To provide assistance in developing access to playing fields, including the formation of subsidiary corporations for such purpose consistent with the Organization's nonprofit status.
- (10) To provide statements of policy relating to the foregoing areas of responsibility.
- (11) To conduct the business of the Organization as a nonprofit corporation.



- (b) The Board may grant the right to a Region to operate special programs under certain rules and guidelines as may be approved from time to time by the Board. In addition, the Board may, consistent with these Bylaws, and the policies, rules, regulations and philosophies of the Organization, authorize the Organization and any of its divisions to operate, participate in or sponsor, alone or in concert with other organizations, other similar youth development activities, including soccer camps and after-school soccer programs. In approving applications for such activities, the Board must be assured that any such program will not overburden or conflict with the current existing programs and philosophies of AYSO.

SECTION 1.04 DUTIES AND RESPONSIBILITIES OF A REGION

The duties and responsibilities of a Region shall be:

- (a) To operate and offer a quality youth soccer program in a safe, fun, fair and positive environment that complies in spirit and letter with the Bylaws, policies, rules, regulations and philosophies of the Organization;
- (b) To maintain good community relations with the primary objective being youth development and to become involved in other community activities;
- (c) To register all participating players, coaches, referees, administrators and other volunteers, prior to the commencement of the season and, as applicable, throughout the season, in accordance with the registration and application requirements and procedures of the Organization;
- (d) To assign players and coaches to assure proper balance of teams within each age division within the Region or within a reasonable part thereof;
- (e) To obtain and maintain safe playing facilities;
- (f) To obtain and be accountable for uniforms, balls, goals and other equipment and to use such equipment in a safe manner;
- (g) To schedule practices and games;
- (h) To recruit and assign volunteer coaches and referees, and train them through clinics and audio/visual programs;
- (i) To disseminate information to the participants, their families and the community concerning the Region and its programs;
- (j) To recognize volunteer efforts;
- (k) To hold periodic meetings of the Regional Board and disseminate to the participants, their families and the community appropriate information concerning the operation of the Region by the Board;
- (l) To publish for the Region and the files of the Organization, and make available to the participants and their families at least annually, financial statements of the Region and guidelines for the operation of the Region approved by the Area Director and Section Director, or in the absence of such guidelines operate the Region in accordance with the Standard Regional Guidelines as are in effect from time to time;
- (m) To collect and disburse fees and other moneys for the sound financial organization and operation of the Region, to keep and submit to the National Office as required, accurate financial records to insure continuation of the tax exempt status of the Organization, to participate in the National Accounting Program, and to pay to the National Office prior to the



start of each season the National portion of its registration fees and all amounts due with respect to its purchases;

- (n) To elect or appoint, at a minimum, a Regional Commissioner, Treasurer, Risk Manager/Safety Director, a Coach Administrator, a Referee Administrator, a Registrar and a Child And Volunteer Protection Advocate;
- (o) To comply with the Soccer Accident Insurance (SAI) plan and to submit insurance claims according to current procedures;
- (p) To notify the National Office immediately of any threatened or actual claim against a Region;
- (q) To implement the Organization's National programs available to the Region at least once a season;
- (r) To cooperate with neighboring Regions, and Area, Section and development personnel, to promote growth, development and cooperation throughout the Organization;
- (s) To participate in Area, Section and National events and programs and;
- (t) To cooperate in policies and procedures developed by the Board or the National Office with respect to requiring each coach, referee and other designated volunteers to complete a volunteer form, and with respect to verifying the information obtained, before permitting the coach, referee or such volunteer to participate.

SECTION 1.05 PILOT PROGRAM REGIONS

- (a) The Board may from time to time establish a pilot program Region within a geographical area, not in conflict with an existing Region.
- (b) A Regional Commissioner for the program will be appointed by the Board. Such pilot Regional Commissioner for the pilot program shall not become an executive member unless and until the pilot program is chartered as a Region.
- (c) The pilot program will operate and be subject to the Organization's Bylaws, rules, regulations, policies and philosophies.
- (d) The pilot program Region shall apply for its charter within five years of inception. Existing pilots shall apply for their charter within five years commencing July 1, 2004. If deemed necessary, a pilot program Region may be extended for an indefinite period of time with review by the Area Director, Section Director and National Board approval.

SECTION 1.06 CHARTERED REGIONS

- (a) Responsible adults apply for the charter and show a willingness to abide by the Bylaws, rules, regulations, policies and philosophies of the Organization;
- (b) The Region plans to field a reasonably expected number of teams during its forthcoming season, or has reached a reasonably expected number of players based on the demographics of its geographical location;
- (c) No geographic conflict exists with any other Region;
- (d) The Region has maintained financial and administrative stability and fulfilled its financial and other obligations as a pilot Region.

SECTION 1.07 REVOCATION OF CHARTER OR PILOT STATUS

The Board may reduce a chartered Region to pilot status or suspend or revoke the charter or pilot status of any Region not in compliance with its duties and responsibilities as defined in Section 1.04



or for noncompliance with these Bylaws or the rules, regulations, policies and philosophies of the Organization.

ARTICLE II: OFFICES

SECTION 2.01 PRINCIPAL OFFICE

The Organization's principal office (the "National Office") shall be fixed and located in such place as the Board shall determine from time to time.

SECTION 2.02 OTHER OFFICES

Branch or subordinate offices may be established at any time by the National Executive Director at any place or places.

ARTICLE III: MEMBERS

SECTION 3.01 CATEGORIES OF MEMBERS

There shall be three categories of members: honorary members, executive members and participating members.

SECTION 3.02 HONORARY MEMBERS

Honorary membership may be extended by the Board to individuals who have rendered outstanding or extraordinary service on behalf of youth soccer in America. The term, rights, duties and privileges of each honorary member shall be fixed by the Board.

SECTION 3.03 EXECUTIVE MEMBERS

Executive membership shall be extended to:

- (a) All elected members of the Board as long as they remain on the Board.
- (b) All Section Directors, Area Directors, Special Directors, and Regional Commissioners of chartered Regions as long as they hold their respective positions.
- (c) The appointed members of the Board shall not be deemed to be executive members of AYSO.

No person may hold more than one position within the Organization which is an executive membership position and such memberships shall not be transferable.

SECTION 3.04 PARTICIPATING MEMBERS

(a) Participating membership shall be extended to:

- (1) All youth who exhibit a sincere interest in soccer and who have become registered as a participating player pursuant to the *Rules & Regulations* of the Organization.
- (2) All Region, Area and Section volunteers, other than executive members, who become registered with the Organization, including all Section and Area staff, and all Regional administrators, coaches and referees.



- (b) The term of each participating member shall be the length of time such participating member is registered with the Organization.

SECTION 3.05 RIGHT TO VOTE

- (a) Only executive members shall have the right to vote. Each executive member of record shall be entitled to cast one vote at meetings of the executive members. Whenever any corporate action is to be taken by vote of the executive members, it shall, except as otherwise expressly provided by the California Nonprofit Public Benefit Corporation Law (the "Law") or by these Bylaws, be authorized by a majority of votes cast (not counting abstentions) by the executive members.
- (b) Nothing in this Section 3.05 shall be construed as limiting the right of the Organization to refer to persons or entities associated with it as "members" even though such persons or entities are not executive members as defined in Section 3.03, and no such reference shall constitute anyone a member, within the meaning of Section 5056 of the Law or the foregoing provisions of this Section 3.05, unless such persons or entities shall have qualified for executive membership as set forth above. All references in these Bylaws, or in the Law, to "approval by the members" or "approval by a majority of all members" shall be deemed to apply to the executive members only.
- (c) The two independent Directors appointed pursuant to Section 4.02(c) of these Bylaws shall not be entitled to vote at meetings of the executive members.

SECTION 3.06 REGIONAL REGISTRATION FEE

Each participating player shall pay a registration fee in such amounts and at such times as shall be determined by the Region. These fees shall be sufficient to enable the Region to meet its financial obligations, including its financial and other commitments to the Organization.

SECTION 3.07 TERMINATION OF MEMBERSHIP

- (a) The Board, or its designee, may expel an executive member for conduct which the Board shall deem inimical to the best interests of the Organization, including, without limitation, violation of any provision of these Bylaws or any of the rules, regulations, policies or philosophies of the Organization.
- (b) The Board, or its designee, shall give the executive member who is the subject of the proposed action 15 days prior notice of the proposed expulsion and the reasons therefore. The executive member may submit orally or in a written statement to the Board, or its designee, a response regarding the proposed action not less than five days before the effective date of the proposed expulsion. Prior to the effective date of the proposed action, the Board, or a designee authorized to decide that the proposed expulsion not take place, shall review any such statement submitted and shall determine the mitigating effect, if any, of the information contained therein on the proposed expulsion.
- (c) The procedures contained in subparagraph (b) above shall only apply to the termination of an executive member's rights as a member under the Law. The Board, or its designee, may, without notice or hearing, suspend any or all operational powers or authority that an executive member may have by virtue of holding a position described in ARTICLE VII for a period not to exceed 90 days.
- (d) Sections 3.07(a), (b) and (c) do not govern the expulsion or suspension of a participating member. Separate protocols apply to participating members. The Board shall establish standards and procedures for the suspension or expulsion of a participating member.

**SECTION 3.08 PLACE OF MEETINGS**

Meetings of the entire executive membership shall be held at any place designated by the Board.

SECTION 3.09 ANNUAL MEETINGS

The annual meeting of all executive members of the Organization shall be held within 45 days of the end of each fiscal year but preferably before the end of each fiscal year. Directors shall be elected at the NAGM and any other proper business may be transacted at the NAGM.

SECTION 3.10 SPECIAL MEETINGS

Special meetings of the executive membership shall be held as may be determined necessary by the Board or at the request of one-third of the executive members. In addition, regular or special meetings of executive members within any particular division of the Organization shall be held as may be determined necessary by the Area Director, Section Director or Board.

SECTION 3.11 NOTICE OF ANNUAL OR SPECIAL MEETINGS

- (a) Written notice of each annual or special meeting of executive members shall be given not less than 10 nor more than 90 days before the date of the meeting to each executive member entitled to notice thereof; provided, however, that if notice is given by mail but is not mailed by first-class, registered, or certified mail, the notice shall be given not less than 20 days before the meeting. Such notice shall state the place, date and hour of the meeting and,
 - (1) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or
 - (2) in the case of the annual meeting, those matters which the Board, at the time of the giving of the notice, intends to present for action by the executive members, but, subject to the provisions of applicable law, any proper matter may be presented at the meeting for action.
- (b) Notice of an executive members' meeting shall be given by any means permitted by Bylaw 9.14 or Section 5511(b) of the Law.
- (c) The notice of any meeting at which Directors are to be elected shall include the names of all those who are nominees at the time the notice is sent to the executive members.

SECTION 3.12 QUORUM

A majority of the executive members, present either in person or by proxy, shall be necessary to constitute a quorum at a meeting.

SECTION 3.13 ADJOURNED MEETINGS AND NOTICE THEREOF

Any executive members' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the votes represented either in person or by proxy, but in the absence of a quorum no other business may be transacted at such meeting. It shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting at which such adjournment is taken; provided, however, when any executive members' meeting is adjourned for more than 45 days, notice of the adjourned meeting shall be given as in the case of the meeting as originally called, whether annual or special.

SECTION 3.14 PROXIES

Every executive member entitled to vote at a meeting of executive members or to express consent or dissent without a meeting may authorize another person or persons to act for her/him by written



proxy. Every proxy must be signed by the executive member. No proxy shall be valid after the expiration of three months from the date thereof. Every proxy shall be revocable at the pleasure of the executive member executing it. The proxy, in order to be valid, must be delivered to, and accepted by, the National Secretary prior to the opening of the meeting.

SECTION 3.15 ACTION BY MEMBERS WITHOUT A MEETING BY WRITTEN BALLOT

- (a) Any action which may be taken at any regular or special meeting of the executive members may be taken without a meeting provided there is satisfaction of the following ballot requirements:
 - (1) The Organization distributes a written ballot to every executive member entitled to vote on the matter;
 - (2) The ballot sets forth the proposed action, provides an opportunity to specify approval or disapproval of any proposal, and provides a reasonable time within which to return the ballot to the Organization;
 - (3) The number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action;
 - (4) The number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot; and
 - (5) The ballot shall be solicited in a manner consistent with Section 5511(b) of the Law and Section 3.16 of these Bylaws. All such solicitations shall indicate that number of responses needed to meet the quorum requirement and, with respect to ballots other than for the elections of Directors, shall state the percentage of approvals necessary to pass the measures submitted. The solicitation shall specify the time by which the ballot must be received in order to be counted.
- (b) Directors may be elected by written ballot.
- (c) A written ballot may not be revoked.
- (d) The Board shall give written notice of the results of any vote taken under this Section 3.15 within 30 days after the time period specified for the receipt of ballots.

SECTION 3.16 FORM OF PROXY OR WRITTEN BALLOT

The form of any written ballot or proxy distributed to 10 or more of the executive members shall afford an opportunity on the form of written ballot or proxy to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time the written ballot is distributed, to be acted on by such written ballot or proxy. The form shall also provide, subject to reasonable specified conditions, that where the person solicited specifies a choice with respect to any such matter, the vote must be cast in accordance therewith. In any election of Directors, any form of written ballot or proxy in which the Directors to be voted on are named therein as candidates and which is marked by an executive member "withhold" or otherwise marked in a manner indicating that the authority to vote for the election of Directors is withheld shall not be voted either for or against the election of a Director.

SECTION 3.17 CONDUCT OF EXECUTIVE MEMBER MEETINGS

The National President may preside as chairman at all meetings of the executive members. The chairman shall conduct each such meeting in a businesslike and fair manner, but shall not be obligated to follow any technical, formal or parliamentary rules or principles of procedure. The chairman shall have all of the powers usually vested in the chairman of a meeting of members.

**SECTION 3.18 RIGHTS OF INSPECTION**

These Bylaws, the Articles and the accounting books and records and minutes of proceedings of the Organization, of the Board, of the committees of the Board, and of each division of the Organization shall be open to inspection upon the written request of any executive member.

ARTICLE IV: DIRECTORS

SECTION 4.01 POWERS

Subject to any limitations contained in the Articles of Incorporation (the "Articles"), these Bylaws or the Law relating to action required to be approved by the executive members or by a majority of all the executive members, the activities and affairs of the Organization shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the Organization to any person or persons, management company, or committee however composed, provided that the activities and affairs of the Organization shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- (a) To select and remove all officers (except the National President), agents and employees of the Organization, prescribe powers and duties for them as may not be inconsistent with law, the Articles or these Bylaws, fix their compensation and require from them such security, if any, for faithful service as the Board may deem appropriate. In the case of the removal or resignation of the National President, under the provisions of Section 6.04, the National Board of Directors shall appoint one of the Directors to fulfill the remainder of the term until the next National Annual General Meeting of the executive members.
- (b) To conduct, manage and control the affairs and activities of the Organization, and to make such Rules & Regulations therefore not inconsistent with law, the Articles or these Bylaws, as they may deem appropriate.
- (c) To adopt, make and use a corporate seal and to alter the form of such seal from time to time, as they may deem appropriate.
- (d) To authorize the issuance of memberships in the Organization from time to time, upon such terms and for such consideration as may be lawful.
- (e) To borrow money and incur indebtedness for the purposes of the Organization, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation or other evidence of debt and securities therefore.

SECTION 4.02 NUMBER OF DIRECTORS

- (a) The authorized number of Directors of the Organization shall be thirteen until changed by an amendment to these Bylaws duly adopted with the approval of the executive members.
- (b) Eleven of the Directors shall be elected from the membership or from volunteers who have participated within the Organization.
- (c) Two of the Directors (the "Outside Directors") may be appointed by a two-thirds vote of the Directors who were elected by executive members pursuant to Section 4.02(b), or selected pursuant to Section 4.17(b). The Outside Directors shall be selected and appointed to provide outside perspective and bring particular expertise, experience or skills to the Board for the



benefit of the Organization, including but not limited to the areas of financial management, fundraising, media, child development, sponsorship, sports medicine, youth sports business and/or strategic expertise, or technology. A person may not serve as an Outside Director if, in the opinion of the Board, such person has a material relationship with the Organization, which includes but is not limited to the following:

- (i) Employment of such person or any member of such person's family as an executive officer of the Organization at any time during the past five years; (ii) prior service as a member of the Organization's Board of Directors at any time during the past five years; and (iii) prior service as a Section Director of the Organization at any time during the past five years.

SECTION 4.03 TERM OF OFFICE

- (a) The eleven Directors elected from the membership or from volunteers shall serve staggered terms of three years each. The executive members, under the procedures prescribed in Section 4.05, shall elect three classes of Directors, with the first class having three Directors, the second class having four Directors and the third class having four Directors. The term of office for the Directors in each class shall expire at the third following annual meeting of the executive members and each succeeding third year thereafter.
- (b) The two Outside Directors shall serve staggered terms of two years; however, similar to the fact that the eleven directors described in Section 4.03(a) may be re-elected to that position, each of the two Outside Directors may be reappointed to that position for another term of two years subject to the discretion of the Board. Except as provided below with respect to the initial terms of the first two Outside Directors appointed by the Board under Section 4.02(c) or as needed in the event of a vacancy in an Outside Director position prior to the end of such Outside Director's term, the terms of the two Outside Directors shall commence on January 1 and shall end on December 31 two years thereafter. In the case of the initial terms of the first two Outside Directors appointed by the Board and in the case of the term of an Outside Director appointed in the event of a vacancy in an Outside Director position prior to the end of such Outside Director's term, the term of appointment of an Outside Director may have a beginning date other than January 1 and may be more or less than two years, provided that the terms of the Outside Directors shall be staggered such that, in any year, only one Outside Director's term shall end on December 31.

SECTION 4.04 PROCEDURES FOR THE NOMINATION OF DIRECTORS

- (a) A nominating commission shall be formed that is comprised of at least eight (8) commission members for the nomination of candidates for election as Directors and the President at the annual meeting of executive members at which Directors and the President are to be elected. One member shall be a member of the Board whose term of office will not expire at the annual meeting of the executive members with respect to the election for which the Board member is acting as a member of the nominating commission. The Board member will serve as a non-voting Chair for the commission. All commission members together shall be designated by the Board and charged to seek qualified candidates for election to the Board and President. The members shall be appointed in a manner prescribed in a National Policy Statement of the Board. The term of appointment to the commission shall be for two years, however, the Board member who is Chair of the commission may be appointed for only one year. At least 120 days prior to the date of the annual meeting of executive members at which Directors and the President are to be elected, the nominating commission shall make its report to the Board in which the commission identifies the candidates nominated by the commission. The National Secretary shall forward to each executive member, by means of communication permitted by Bylaw Section 9, a list of candidates nominated by office.
 - (1) No person who serves as a commission member concerning candidates for election at a particular annual meeting of executive members shall be eligible to seek subsequently to be, or accept nomination as, or otherwise be, a candidate for election to the Board or as President at the same annual meeting of executive members to which the nominating



commission relates. This prohibition includes, without limitation, each method for nomination of candidates specified in this Bylaw 4.04.

- (2) By serving as a member, each commission member shall be deemed to waive any rights that such person may otherwise have to be a candidate for election to the Board or as President with respect to the election for which such person is acting as a member of the nominating commission.
- (b) Candidates for election as Directors and/or as President at an annual meeting of executive members may be nominated by petition signed by at least six executive members and delivered to the National Office to the attention of the National Secretary at least 75 days prior to the date of such annual meeting. On timely receipt of such petition, the National Secretary shall cause the names of the candidate(s) named on such petition to be placed on the ballot along with all other properly nominated candidates for Director and/or President.
- (c) Any executive member at the National Annual General Meeting present in person or by proxy may place names of candidates for election as Directors and/or President in nomination.

SECTION 4.05 VOTING PROCEDURES FOR ELECTION OF DIRECTORS

- (a) The Directors and President shall be elected at the National Annual General Meeting.
- (b) At the National Annual General Meeting, the election of the Directors shall precede the election of the National President.
- (c) The eleven Directors to be elected from the membership at large shall be elected by classes, with each class consisting of either three or four seats. The executive members shall cast their votes for all Directors of the same class at the same time. Each executive member shall be entitled to cast one vote for each seat in the class. These votes may not be cumulative, but each vote must be cast in favor of a different candidate. All nominations for the class must close before the first ballot is taken. After the executive members have cast their ballots, the candidates receiving the highest number of votes, either in person or by proxy, are elected.
- (d) The two Outside Directors shall be appointed separately by the NBOD in accordance with 4.02(c).

SECTION 4.06 PLACE OF MEETINGS

Regular or special meetings of the Board shall be held at any place which has been designated from time to time by resolution of the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Organization.

SECTION 4.07 ANNUAL MEETINGS

The Board shall hold an annual meeting for the purposes of organization, selection of officers and the transaction of other business. Annual meetings of the Board shall be held on such dates and at such times as may be fixed by the Board.

SECTION 4.08 REGULAR MEETINGS

Regular meetings of the Board may be held without call or notice on such dates and at such times as may be fixed by the Board.

SECTION 4.09 SPECIAL MEETINGS

Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the National President, the National Secretary or any two Directors.



SECTION 4.10 NOTICE OF ANNUAL AND SPECIAL MEETINGS OF THE BOARD

- (a) Annual and special meetings of the Board shall be held upon at least seven days' notice by first-class mail or 48 hours' notice given personally or by telephone, electronic transmission, or other similar means of communication permitted by Bylaw Section 9.14.
- (b) Any such notice shall be addressed or transmitted to each Director at such Director's address as it is shown upon the records of the Organization or as may have been given to the Organization by the Director for purposes of notice.
- (c) Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted if giving the notice by electronic means. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office or residence of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

SECTION 4.11 WAIVER OF NOTICE

Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 4.12 QUORUM

- (a) A majority of the Directors then in office shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 4.15. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by the Law, the Articles, or these Bylaws, except as provided in subsection (b) of this Section 4.12.
- (b) A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting; provided, that the Board can only take action pursuant to this subparagraph (b) on items included in the agenda for the meeting.

SECTION 4.13 PARTICIPATION IN MEETINGS BY CONFERENCE TELEPHONE

Directors may participate in a meeting of the Board or a committee meeting through use of a conference telephone or similar communications equipment so long as all Directors participating in such meeting can hear one another.

SECTION 4.14 ADJOURNMENT

A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 24 hours, reasonable notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.



SECTION 4.15 ACTION BY BOARD WITHOUT A MEETING

Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or the committee shall individually or collectively consent in writing to the adoption of a resolution authorizing the action. The resolution and written consents thereto shall be filed with the minutes of the proceedings of the Board or committee.

SECTION 4.16 RIGHTS OF INSPECTION

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Organization.

SECTION 4.17 VACANCIES

- (a) Subject to the provisions of Section 5226 of the Law, any Director may resign effective upon giving written notice to the Chairman of the Board, the National President, the National Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.
- (b) Vacancies may be filled by a majority of the remaining Directors, although less than a quorum, or by a sole remaining Director at any regular or special meeting of the Board. Each Director so selected shall hold office until the next annual meeting of the executive members and until a successor has been selected to serve the remainder of the vacated Director's term of office.
- (c) A vacancy in the Board shall be deemed to exist in case of the death, resignation or removal of any Director, or if the authorized number of Directors be increased, or if the executive members fail, at any regular or special meeting of executive members at which any Director or Directors are elected, to elect the full authorized number of Directors to be voted for at that meeting.
- (d) The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Sections 5230 through 5238 of the Law. In addition, the Board may remove, and declare vacant, the office of a Director who fails to attend three Board meetings within any one fiscal year.
- (e) The executive members may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors.
- (f) No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

SECTION 4.18 REMOVAL OF DIRECTORS

Except as otherwise provided herein or by the Law, any or all Directors may be removed with or without cause, by a majority vote of the executive members participating in such vote.

SECTION 4.19 FEES AND COMPENSATION

Directors shall not receive any compensation for their services as Directors or as members of committees or commissions, but reimbursement or advancement may be made for any expenses incurred or paid by them for the benefit of the Organization.

The Organization shall not make any loan of money or property to, or guarantee the obligation of, any Director or officer, unless approved by the California Attorney General; provided, however, that the Organization may advance money to a Director or officer of the Organization for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or Director, provided that in



the absence of any such advance, such Director or officer would be entitled to be reimbursed for such expenses by the Organization. Subject to the provisions of Section 5227 of the Law, nothing contained in this Section 4.19 shall be construed to preclude any Director from serving the Organization in any other capacity as an officer, agent, employee or otherwise and receiving compensation therefore.

SECTION 4.20 INTERESTED TRANSACTIONS PROHIBITED

No director shall enter into any interested or self-dealing transaction with the Organization except as may be in compliance with Section 5233 of the Law.

ARTICLE V: COMMITTEES

SECTION 5.01 EXECUTIVE COMMITTEE

- (a) The Board may, by resolution adopted by a majority of the number of Directors then in office, establish an Executive Committee consisting of such number of Directors as may be determined by the Board. The Executive Committee shall have and may exercise only such powers as are specifically delegated to it by the Board to manage the business and affairs of the Organization.
- (b) Appointments to the Executive Committee shall be by a majority vote of the Directors then in office. A majority of all the members of the Executive Committee may determine its rules of procedure unless the Board shall otherwise provide. The Board shall have the power to change the members of the Executive Committee at any time, either with or without cause, and to fill vacancies; provided, however, that all appointments to the Executive Committee shall be by a majority vote of the Directors then in office.
- (c) Any action that under the provisions of the Law may be taken at a meeting of the Executive Committee may be taken without a meeting if authorized by a writing signed by all members of the Executive Committee who would be entitled to vote at a meeting for such purpose and filed with the National Secretary.
- (d) The Board may, at any regular or special meeting, overrule any action or actions of the Executive Committee by a majority vote of all members of the Board, provided that any such action will not affect the contractual rights of parties outside the Organization.

SECTION 5.02 STANDING OR SPECIAL COMMITTEES

- (a) If the Board determines that the management of the Organization would be benefited by the establishment of one or more standing or special committees, in addition to the Executive Committee, the Board may from time to time establish one or more such committees.
- (b) The term "standing committee" or "special committee" shall mean any committee appointed by the Board which is authorized by specific delegation, without further Board action, to make and implement decisions on behalf of the Board, or to implement, with some degree of discretion, decisions of the Board pursuant to guidelines established by the Board.
- (c) The establishment of a standing or special committee shall be effected by a resolution of the Board approved by the vote of the majority of the Directors then in office, which specifically sets forth the powers and duties delegated to such committee and specifically identifies the committee as a "standing" or "special committee." Each such committee shall consist of two or more Directors and shall be presided over by a Director selected by the Board.
- (d) Notice of, and procedures for, meetings of standing or special committees shall be as prescribed by the chairman of each such standing or special committee, and meetings of



standing or special committees may be called by the Board or the chairman of the standing or special committee.

SECTION 5.03 LIMITATIONS UPON COMMITTEES OF THE BOARD

No committee of the Board shall have any of the authority of the Board with respect to:

- (a) The approval of any action for which the Law also requires approval of the executive members or approval of a majority of all executive members;
- (b) The filling of vacancies on the Board or on any committee that has the authority of the Board;
- (c) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (d) The amendment or repeal of any resolution of the Board that by its express terms is not so amendable or repealable;
- (e) The appointment of other committees of the Board or the members thereof if such committee will have the authority of the Board;
- (f) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected; or
- (g) The approval of any self-dealing transaction, except that when it is not reasonably practicable to obtain approval of the Board prior to entering into such a transaction, a committee authorized by the Board may approve the transaction in a manner consistent with the standards set forth in Section 5233(d) of the Law subject to ratification by a majority of the Directors then in office (without counting the vote of any interested Director) at the next meeting of the Board.

SECTION 5.04 ADVISORY COMMISSIONS

The Chairman of the Board, the Board, or the National President may from time to time appoint such advisory commissions as deemed appropriate, consisting of Directors or persons who are not Directors, but such advisory commissions shall not be deemed committees of the Board and shall not exercise any powers of the Board. Notice of, and procedures for, meetings of advisory commissions shall be as prescribed by the chairman of each such advisory commission, and meetings of advisory commissions may be called by the Chairman of the Board, the Board, the Executive Committee, the National President or the chairman of the advisory commission.

ARTICLE VI: OFFICERS

SECTION 6.01 OFFICERS

The officers of the Organization shall be a National President, a National Secretary and a National Treasurer. The Organization may also have, at the discretion of the Board, a Chairman of the Board, a National Executive Vice President, one or more National Vice Presidents, one or more Assistant National Secretaries, one or more Assistant National Treasurers, a National Executive Director, and such other officers as may be elected or appointed in accordance with the provisions of Section 6.03. No person shall hold more than one office.

SECTION 6.02 ELECTION OF THE NATIONAL PRESIDENT

After all the Directors have been elected under the provisions of Sections 4.05 or 4.17, the executive members shall elect one Director, by a majority of the votes cast, to serve a one year term as National President.



If no Director receives a majority of the votes cast on the first ballot, the executive members shall elect one of the two Directors receiving the highest total of votes cast on the first vote. All other officers of the Organization, except such officers as may be elected or appointed in accordance with the provisions of Section 6.03 or Section 6.05 shall be chosen annually by, and shall serve at the pleasure of, the Board. They shall hold their respective offices until their resignation, removal, or other disqualification from service or until their respective successors shall be elected.

SECTION 6.03 SUBORDINATE OFFICERS

The Board may elect, and may empower the National President to appoint, such other officers as the business of the Organization may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

SECTION 6.04 REMOVAL AND RESIGNATION

The National President can be removed only under the provisions of Section 4.17(d) and 4.18 of these Bylaws. Any other officer may be removed at any time, either with or without cause, by the vote of two-thirds of the entire Board or, in the case of an officer, who is chosen under Section 6.03, by any officer upon whom such power of removal may be conferred by the Board. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment.

Any officer may resign at any time by giving written notice to the Chairman of the Board, National President or National Secretary of the Board, but without prejudice to the rights, if any, of the Organization under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6.05 VACANCIES

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

SECTION 6.06 CHAIRMAN OF THE BOARD

The Chairman of the Board, if there be such an officer, shall assume the duties and responsibilities normally associated with the position or those duties assigned by the Board.

SECTION 6.07 NATIONAL PRESIDENT

The National President shall be the chief executive officer of the Organization and, subject to the control of the Board, shall:

- (a) Provide leadership and broad guidance to the Organization in all its activities;
- (b) Preside, when present, at the meetings of the executive members and at the meetings of the Board;
- (c) Nominate, subject to the approval of a majority of the entire Board and without prejudice to the rights of all Board members to make such nominations, members of Board committees as and when needed;
- (d) Have the general powers and duties usually vested in the office of President of a nonprofit volunteer organization;



- (e) Prepare and submit at each NAGM a written annual report covering the Organization's activities for the twelve months ending on the date of the Meeting; and
- (f) Have such other powers and duties as may be prescribed by the Board or these Bylaws.

SECTION 6.08 NATIONAL EXECUTIVE VICE PRESIDENT

The National Executive Vice President if any, shall assume the duties of the National President in the latter's absence and perform such other duties as may be assigned from time to time by the Board.

SECTION 6.09 NATIONAL VICE PRESIDENTS

The National Vice Presidents, if any, shall perform such duties as may be directed by the National President and have such other duties as may be assigned to them from time to time by the Board.

SECTION 6.10 NATIONAL SECRETARY

The National Secretary, or a designee, shall keep the minutes of the proceedings of all Board and executive members' meetings, certify official records, maintain a list of names and addresses of all executive members, and issue notice of meetings of the executive members and the Board. The National Secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of the Organization's Articles and Bylaws, as amended to date.

SECTION 6.11 NATIONAL TREASURER

The National Treasurer, or such person designated by the Board, shall be the Chief Financial Officer of the Organization, have custody of all funds, securities, evidence of indebtedness and other valuable documents, and deposit funds and securities in the name and to the credit of this Organization in a bank or depository. The National Treasurer, or such designee, may invest such funds under the supervision of the Board in such investments as may comply with Section 5240 of the Law. The National Treasurer, or such designee, shall keep in appropriate books an accurate account of all money received and paid out. The National Treasurer or such designee shall render a report of the funds, receipts and disbursements of the Organization annually or at such other times as requested by the Board.

SECTION 6.12 NATIONAL EXECUTIVE DIRECTOR

The National Executive Director shall be the chief operating officer of the Organization and, subject to the supervision of the Board, shall:

- (a) Manage the business and affairs of the Organization;
- (b) Hire, supervise, and direct all employees of the Organization, and have the power to delegate responsibilities and commensurate authority to subordinates;
- (c) Manage the collection, deposit, investment and disbursement of all funds of the Organization in accordance with the specific or general instructions of the National Treasurer.
- (d) Be a nonvoting staff advisor to the Board, Executive Committee, if any, and all standing committees, if any, and when invited, shall attend meetings of the Board, Executive Committee and/or standing committees;
- (e) Have the power to suspend a Section Director, Area Director or Regional Commissioner for conduct which the National Executive Director believes inimical to the best interests of the Organization, including, without limitation, violation of any provision of these Bylaws or any of the rules, regulations, policies or philosophies of the Organization;



- (f) Have the general powers and duties of management usually vested in the office of a National Executive Director or general manager of a nonprofit volunteer organization; and
- (g) Have such other powers and duties as may be prescribed by the Board or these Bylaws.

ARTICLE VII: SPECIAL DIRECTORS

SECTION 7.01 SECTION DIRECTOR

A Section Director shall be nominated by themselves and the Area Directors within each Section and appointed by the Board for a term of three years. Each Section Director shall report to the Board and be responsible for the general welfare and administration of the Organization within such Section and be in charge of all inter-Area activities within such Section. The Section staff, through the Section Director, shall be responsive to the Board in accomplishing such administrative functions as may be requested. The Section Director shall oversee appropriate dispute resolution mechanisms within the Section. A Section Director may be suspended or removed by the Board.

SECTION 7.02 AREA DIRECTOR

An Area Director shall be nominated by themselves and the Regional Commissioners within each Area. If the Section Director, whose territory includes that Area approves the nomination of that person as Area Director, then, in such event the nomination subsequently (i) will be delivered to the National Board of Directors for its consideration; and (ii) the National Board of Directors shall have the discretion whether or not to appoint the nominee, and, if the National Board of Directors elects in its discretion to appoint the nominee, the National Board of Directors shall have the discretion to make the appointment for a term of three years or for shorter time period as the National Board of Directors deems appropriate. Each Area Director shall:

- (a) Report to the Section Director and be responsible for the performance and growth of their Areas and all inter-Regional and extra-Regional activities within their Areas;
- (b) Organize and maintain volunteer staff to assure adequate support and services to the Regions in their Areas;
- (c) Be the official spokesman for the Area in regard to publicity, outside development, cultural exchange, internal development, business systems, budgets, bylaws, Board policies, Rules & Regulations;
- (d) Be responsible for such other matters that directly relate to the operation of the Area; and
- (e) Oversee dispute resolution within the Area.

An Area Director may be suspended by the Section Director responsible for such Area and suspended or removed by the Board.

SECTION 7.03 REGIONAL COMMISSIONER

A Regional Commissioner shall be nominated by a majority of the Regional Board in accordance with the Standard Regional Policies and Protocols as properly amended, if at all. If the Area Director and the Section Director whose territory includes that Region both approve the nomination of that person as Regional Commissioner, then, in such event the nomination subsequently (i) will be delivered to the National Board of Directors for its consideration; and (ii) the National Board of Directors shall have the discretion whether or not to appoint the nominee, and, if the National Board of Directors elects in its discretion to appoint the nominee, the National Board of Directors shall have the discretion to make the appointment for a term of three years or for a shorter time period as the National Board of Directors deems appropriate. A Regional Commissioner shall have the responsibility and authority to



administer the day-to-day business of the Region within the framework of these Bylaws, including without limitation, Section 1.04 hereof, and the Standard Regional Policies and Protocols as properly amended, if at all. A Regional Commissioner shall maintain close liaison with the Area Director and coordinate inter-Area activities through the Area Director. A Regional Commissioner may be suspended by the Area Director or the Section Director and suspended or removed by the National Board of Directors.

SECTION 7.04 OTHER SPECIAL DIRECTORS

It shall be within the authority of the Board to establish positions that are not set forth within these Bylaws and to appoint Special Directors to fill those positions. Any person appointed to a position established under this Section 7.04 shall become an executive member of the Organization. Special Directors shall be appointed by the Board for a term of three years, or such shorter term as the Board may prescribe.

SECTION 7.05 MULTIPLE TERMS

Nothing contained in Section 7 shall limit the number of terms that an executive member may serve.

ARTICLE VIII: RULES AND REGULATIONS

SECTION 8.01 NATIONAL RULES & REGULATIONS

The Organization shall adopt a set of Rules & Regulations to be known as the "*National Rules & Regulations*" governing the conduct, playing, and scheduling of soccer games.

SECTION 8.02 AMENDMENTS

- (a) The *National Rules & Regulations* may be amended or repealed at the annual meeting of executive members if approved by the executive members provided that the proposed change has been submitted by an executive member in writing to the National Office no later than 75 days prior to the date of the annual meeting of executive members.
- (b) The requirement that a proposed change be submitted by an executive member in writing to the National Office no later than 75 days prior to the date of the annual meeting of executive members may be suspended by the vote of two-thirds of the executive membership, either in person or by proxy.
- (c) *National Rules & Regulations* may be amended by the Board by a two-thirds vote of the Directors present and voting (but not less than a majority of the entire Board) at a Board meeting.

SECTION 8.03 SECTION RULES & REGULATIONS

- (a) Each Section may adopt such Rules & Regulations governing the conduct, playing, and scheduling of soccer games within the Section as may be deemed appropriate which are not inconsistent with the *National Rules & Regulations* as may be in effect from time to time.
- (b) The Section Rules & Regulations may be amended or repealed if approved by a majority of the chartered Regional Commissioners, Area Directors, and Section Director of the Section as a group, each being entitled to one vote.



ARTICLE IX: MISCELLANEOUS

SECTION 9.01 INSPECTION OF ARTICLES AND BYLAWS

The Organization shall keep in its principal office in the State of California the original or a copy of its Articles and of these Bylaws as amended to date, which shall be open to inspection by the executive members at all reasonable times during office hours. The Organization shall upon the written request of any executive member furnish a copy of the Articles or Bylaws as amended to date.

SECTION 9.02 ENDORSEMENT OF DOCUMENTS: CONTRACTS

Subject to the provisions of applicable law, no note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Organization and any other person shall be valid and binding on the Organization unless the signing officers had the authority to execute the same. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Organization by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

SECTION 9.03 CONSTRUCTION AND DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

SECTION 9.04 MAINTENANCE OF CORPORATE RECORDS

The accounting books, records, minutes of proceedings of the executive members, the Board and the Executive Committee shall be kept at such place or places designated by the Board or, in the absence of such designation, at the principal business office of the Organization. The minutes shall be kept in written, typed or printed form, and the accounting books and records shall be kept either in written typed or printed form or in any other form capable of being converted into written, typed or printed form.

SECTION 9.05 ANNUAL REPORT

The Board shall cause an annual report to be furnished to the Directors and executive members not later than 120 days after the close of the Organization's fiscal year. The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such accountant's report, the certificate of an authorized officer of the Organization that such statements were prepared without audit from the books and records of the Organization. The annual report shall contain in appropriate detail the following:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Organization both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the Organization, for both general and restricted purposes, during the fiscal year; and
- (e) Any information required by Section 9.06.

**SECTION 9.06 ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATION**

- (a) The Organization shall furnish annually to its executive members and Directors a statement of any covered transaction or indemnification described below, if such covered transaction or indemnification took place. Such annual statement shall be affixed to and sent with the annual report described in Section 9.05. A covered transaction under this Section 9.06 is a transaction in which the Organization was a party, and in which any Director or officer had a direct or indirect material financial interest (excluding a mere common directorship).
- (b) The statement required by this Section 9.06 shall describe briefly:
 - (1) Any covered transaction during the previous fiscal year involving more than \$50,000 or which was one of a number of covered transactions in which the same interested persons had a direct or indirect material financial interest and which transactions in the aggregate involve more than \$50,000.
 - (2) The names of the interested persons involved in such transactions, stating such person's relationship to the Organization, the nature of such person's interest in the transaction, and, where practicable, the amount of such interest; provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.
 - (3) The amount and circumstances of any indemnification or advances aggregating more than \$10,000 paid during the fiscal year to any officer or Director of the Organization pursuant to Section 9.07; provided that no such report need be made in the case of indemnification that has been approved by the executive members.

SECTION 9.07 INDEMNIFICATION

The Organization shall, to the maximum extent permitted by Law, indemnify each executive member and the National Executive Director against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that such person is or was acting as an agent of the Organization and shall advance to such persons expenses incurred in defending any such proceeding to the maximum extent permitted by law. The Board may, in its discretion, provide by resolution for such indemnification of, or advance of expenses to, other agents, members and employees of the Organization, and likewise may refuse to provide for such indemnification or advance of expenses except to the extent such indemnification is mandatory under the Law.

SECTION 9.08 INSURANCE

The Organization shall have the power to purchase and maintain insurance on behalf of any agent of the Organization against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Organization will have the power to indemnify the agent against such liability under the provisions of Section 9.07, provided, however, that the Organization shall have no authority to purchase and maintain such insurance to indemnify any agent of the Organization for a violation of Section 5233 of the Law.

SECTION 9.09 PROHIBITED USES OF MEMBERSHIP LISTS

The membership list is a corporate asset. Without consent of the National Executive Director the membership list or any part thereof may not be used by any person for any purpose unrelated to an executive member's interest as an executive member. Without limiting the generality of the foregoing, without the consent of the Board, or its designee, the membership list or any part thereof may not be:



- (a) Used to solicit money or property unless such money or property will be used solely for the benefit of the Organization;
- (b) Used for any purpose which the user does not reasonably and in good faith believe will benefit the Organization;
- (c) Used for any commercial purpose or purposes in competition with the Organization; or
- (d) Sold or purchased by any person.

SECTION 9.10 FEES

Each Region shall remit a membership fee to the Organization for each participating player in the Region in such amount as shall be determined from time to time by the executive members.

SECTION 9.11 FISCAL YEAR

The fiscal year of the Organization shall commence on July 1 of each year and end on June 30 of the following year.

SECTION 9.12 BUDGET PRESENTATION BY GOALS AND OBJECTIVES

Annually, the National Board of Directors shall present to the executive members at the National Annual General Meeting a set of goals and objectives for the American Youth Soccer Organization. The proposed budget for each fiscal year, which shall also be presented annually to the executive members, shall be predicated and based upon the stated goals and objectives. The proposed budget shall provide a thorough and specific analysis and explanation of how the proposed amount and type of expenditures assists the Organization in attaining its stated goals and objectives.

The National Board of Directors shall provide periodic status reports not less than quarterly through the AYSO National Web site and at the National Annual General Meeting regarding each goal and objective presented to the executive members.

SECTION 9.13. RIGHTS OF REGIONS

Regions have the right to choose their own suppliers.

SECTION 9.14 NOTICE, PUBLICATION, SOLICITATIONS OR COMMUNICATION

Any written notice, publication, report, solicitation or other communication required under these Bylaws or the Law, or in conducting the business of the Organization, may be made by electronic transmission or through any other means of communication permitted under the Law.

ARTICLE X: AMENDMENTS

SECTION 10.01 BYLAWS

- (a) New Bylaws may be adopted or current Bylaws may be amended or repealed by the vote of two-thirds of the executive members, either in person or by proxy or ballot, except as otherwise provided by the Law. Amendments to be considered under the provisions of the section at the annual meeting of executive members must be submitted by an executive member in writing to the National Office no later than 75 days prior to the date of the annual meeting of executive members.



- (b) The requirement that a proposed change be submitted by an executive member in writing to the National Office no later than 75 days prior to the date of the annual meeting of executive members may be suspended by the vote of three-quarters of the Executive Membership, either in person or by proxy.
- (c) In addition to the right of the executive members as provided in subparagraph (a) to adopt, amend or repeal Bylaws, and except as otherwise provided in the Law, Bylaws may be adopted, amended or repealed by the Board by a two-thirds vote of the Directors present and voting (but not less than a majority of the entire Board) at a Board meeting unless the action would materially and adversely affect the rights of the executive members as to voting.

SECTION 10.02 ARTICLES OF INCORPORATION

The Articles of Incorporation may be amended if approved by a two-thirds vote of the executive members, either in person or by proxy or ballot, except as otherwise provided in the Law and if approved by a two-thirds vote of the Directors present and voting (but not less than a majority of the entire Board) at a Board meeting.

SECTION 10.03 ADOPTION

The National Bylaws of the American Youth Soccer Organization which appear in the text of the preceding document are those in effect as of Saturday, October 25, 2014 and have been adopted pursuant to Bylaw Section 10.01, other provisions of the Bylaws and applicable California law.

AGREEMENT

This Agreement is made and entered into this _____ day of October, 2021, between the CITY OF KEY WEST, FLORIDA, a municipal corporation, hereinafter referred to as "City," and AYSO Region 660, hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established for the provision of Youth Soccer services in Key West, and

WHEREAS, it is a legitimate public purpose to provide Youth Soccer services, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The City, in consideration of the PROVIDER substantially and satisfactorily performing and carrying out the duties for Youth Soccer services, shall pay to the PROVIDER the sum of Ten Thousand AND NO/100 DOLLARS (\$ 10,000.00) for fiscal year 2021-2022.

2. TERM. This Agreement shall commence on October 1, 2021, and terminate September 30, 2022, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be made periodically, but no more frequently than monthly, as hereinafter set forth. Reimbursement requests will be submitted to the City via the City Manager's Office. The City shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with City of Key West Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

After the City Manager or his designee examines and approves the request for reimbursement, the City shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the City Commission by written notice of termination delivered to the PROVIDER. The City shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. CLAIMS FOR FEDERAL OR STATE AID. PROVIDER and City agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement.

6. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of the City of Key West and shall be accounted for pursuant to statutory requirements.

RECORDKEEPING

7. RECORDS. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the City determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to PROVIDER.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 9(d) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy, who maintains malpractice insurance covering the audit services provided. If the PROVIDER receives \$100,000 or more in grant funding from the City, the CPA must also be a member of the American Institute of Certified Public Accountant (AICPA). The City shall be considered an "intended recipient" of said audit.

8. PUBLIC ACCESS. The City and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the City and PROVIDER in conjunction with this Agreement; and the City shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER.

9. COMPLIANCE WITH CITY GUIDELINES. The PROVIDER must furnish to the City the following (items A-I must be provided prior to the payment of any invoices):

- (a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
- (b) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
- (c) Evidence of annual election of Officers and Directors;
- (d) Board resolution approving application for funding
- (e) Unqualified audited financial statement from the most recent fiscal year for all organizations that expend \$150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken;
- (f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
- (g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
- (h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, and equal employment opportunity provisions;
- (i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
- (j) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved;
- (k) Cooperation with City monitoring visits that the City may request during the contract year; and
- (l) Annual budget including expenditures and sources of revenue
- (m) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the City may request during the contract year.

RESPONSIBILITIES

10. SCOPE OF SERVICES. The PROVIDER, for the consideration named, covenants and agrees with the City Commission to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Key West, Florida.

11. ATTORNEY'S FEES AND COSTS. The City and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

12. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the City and PROVIDER and their respective legal representatives, successors, and assigns.

13. CODE OF ETHICS. City agrees that officers and employees of the City recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

14. NO SOLICITATION/PAYMENT. The City and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the City shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the City.

COMPLIANCE ISSUES

16. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

17. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the City is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

18. NON-DISCRIMINATION. City and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. City or PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

19. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the City Commission.

20. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. City and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

21. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, City and PROVIDER agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. City and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

22. COVENANT OF NO INTEREST. City and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

23. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the City Commission, which approval shall be subject to such conditions and provisions as the City Commission may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event

be deemed to impose any obligation upon the City Commission in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

24. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the City and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the City be required to contain any provision for waiver.

25. ATTESTATIONS. PROVIDER agrees to execute such documents as the City may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary City and corporate action, as required by law.

INDEMNITY ISSUES

27. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless the City of Key West from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by the City of Key West) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

28. INSURANCE. Provider shall secure, pay for and maintain throughout the duration of this agreement, the following minimum limits of liability insurance coverage:

Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate \$50,000 property damage
Comprehensive Automobile Liability	\$1,000,000 combined single limit (include hired and non-owned liability)
Workers' Compensation	Statutory
Employer's Liability	\$500,000 each accident \$500,000 Disease-Policy Limit \$500,000 Disease-Each Employee

Grantee shall provide the city no less than thirty (30) days' notice of material change or cancellation. Original certificates of insurance shall be submitted naming the City as an additional insured under all policies other than workers' compensation.

29. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the City, when performing their respective functions under this Agreement within the territorial limits of the City shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the City.

30. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the City of

Key West in his or her individual capacity, and no member, officer, agent or employee of the City of Key West shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

31. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the City, except to the extent permitted by the Florida constitution, state statute, and case law.

32. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the City and the PROVIDER agree that neither the City nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

33. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

34. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For City:

City Manager
P.O. Box 1409
Key West, FL 33041
305-809-3888

and

City Attorney
PO Box 1409
Key West, FL 33041
305-809-3770

For PROVIDER

Dana King Executive Director



Key West, FL 33040
305-~~593~~ 6235

35. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the City and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The City and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

36. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

37. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The City and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

38. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the City Commission.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: CHERI SMITH, CITY CLERK

CITY OF KEY WEST, FLORIDA

By _____
City Clerk

By _____
City Manager

Witness

(Federal ID No. 95-6205398)

Witness

By  _____
Executive Director

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Non-Profit Organizations, who have reimbursable expenses associated with City of Key West business.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the City of Key West and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The City reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-809-3888.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the City contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the City contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses

A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses

Travel reimbursement requests must be submitted and will be paid in accordance with the City of Key West Travel Policy and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel Itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The City will only reimburse the actual room and related bed tax.

Mileage and meal reimbursement shall be at the rate established by City of Key West Travel Policy.

Non-allowable Expenses

The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

AYSO Region 660 – Key West
www.keywestsoccer.com

City of Key West
City Manager's Office
P.O. Box 1409
Key West, FL 33040

Date April 21st, 2021

The following is a summary of the expenses for AYSO Youth Soccer for the time period of July 1st to Dec 31st 2020.

General Operating Expenses (including equipment, field expenses, uniforms, training, misc office expenses)	\$15,304.00
Annual Membership Fees	\$ 1,576.00
Annual Insurance	\$ 9,873.00
Scholarship Program (sponsored players/donations)	\$ 4,886.00

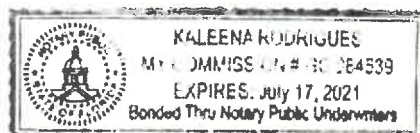
I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the City of Key west and will not be submitted for reimbursement to any other funding source.


Executive Director

Sworn to and subscribed before me this 21st day of April 2021
by DANA KING who is personally known to me.


Notary Public

Notary Stamp



ATTACHMENT C

Services to be provided:

(Insert a copy of your organization's FY 2020-21 Application.)

ATTACHMENT D**PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Dana Ring (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

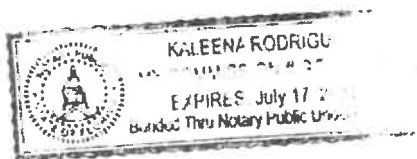
Dana Ring
(Signature)

Date: 4/26/2021

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me on 4/26/21
(date) by DANA RING (name of affiant). He/She is personally known
to me or has produced _____ (type of identification) as
identification.



[Signature]
NOTARY PUBLIC
My Commission Expires: July 17, 2021

ATTACHMENT E**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business) _____

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

