

PREFERENTIAL NONEXCLUSIVE USE AND OCCUPANCY PERMIT

This preferential, nonexclusive use and occupancy permit ("Permit") is executed by and between THE CITY OF SAN DIEGO ("City") and RANCHO BERNARDO RECREATIONAL COUNCIL ("Permittee"), a nonprofit organization promoting youth soccer.

WHEREAS, City desires to provide facilities to its citizens and noncommercial local societies, clubs, and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities; and

WHEREAS, Permittee is an organization that engages in the promotion and sponsorship of recreational activities that generate revenues from voluntary contributions, special events, membership dues, fees and charges, and fundraising projects.

NOW, THEREFORE, it is mutually agreed by and between the City and Permittee as follows:

1. City Approval. City and Permittee agree that "City approval" or "City-approved" as referenced in this Permit shall mean the written approval of the Director of City's Real Estate Assets Department, unless otherwise stated.
2. Premises. City grants to Permittee the Permit for preferential, nonexclusive use and occupancy of City-owned property consisting of a soccer field, bleachers and storage shed on approximately 4.06 acres of the City property located at 16100 Lofty Trail Drive in Rancho Bernardo of the City of San Diego, County of San Diego, State of California as shown on Exhibit "A" hereof, which is hereinafter called "Premises."
3. Term. The term of this Permit shall be for One Year beginning on January 1, 2009, and expiring on December 31, 2009, This Permit may be terminated at any time by either party by giving the other party thirty (30) days written notice of intent to terminate.
4. Revocable License. This Permit is not a lease. This Permit creates no proprietary rights in Permittee. It is a license to use City-owned property, and may be revoked at will by City, in its sole discretion. City shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of such revocation or the termination of this Permit. Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of the City's revocation or termination of this Permit.
5. Holdover. Any holding over by Permittee after the expiration or earlier termination of this Permit shall not be considered a renewal or extension of this Permit. The occupancy of the Premises after the expiration or earlier termination of this Permit constitutes a month-to-month Permit, and all other terms and conditions of this Permit shall continue in full force and effect. City shall have the right to charge the City's current approved Permit Processing Fee and/or its current approved Annual Administrative Fee for Youth Sports Permit during any holdover period.

6. Processing Fee. Permittee shall pay the City a one time Permit processing fee of six hundred sixty dollars (\$600) prior to commencement of this Permit
7. Purpose. Permittee shall operate and maintain the Premises for youth soccer in accordance with Permittee's league franchise(s), to operate a concession stand in accordance with Section 8 Concession Rights, and for public use in accordance with Section 10 Public Use and for no other use whatsoever without obtaining prior City approval.
8. Concession Rights. Permittee shall have the right to operate a concession stand during soccer games or other event if previously approved by City in each instance. Permittee may sell confections, soft drinks, gum, and other food products which are prepared and served in accordance with San Diego County Health Department regulations. All profits earned by Permittee from operating the concession stand must be used for the operation, maintenance, and improvement of the Premises.
9. Vending Machines. Permittee acknowledges that Pepsi Bottling Company is the exclusive "beverage vending machine" provider for the City and Pepsi products must be used for beverage vending in City occupied public buildings and parks.
10. Public Use. Whenever Permittee is not using the Premises and it is reasonably practical, Permittee shall allow other youth soccer organizations to use the Premises, with prior City approval in each instance.
11. Subletting and Maintenance Fees. Permittee shall not assign this Permit or any interest in this Permit and shall not sublet the Premises or any part of the Premises or any right or privilege appurtenant to the Premises, or allow any other person, except employees, agents, and guests of Permittee, to use or occupy the Premises or any part of the Premises, without the prior approval of City in each instance. Permittee may collect a reasonable maintenance fee from other City-approved groups, in accordance with a City-approved fee schedule. All maintenance fees collected by Permittee from any subtenant must be used for the operation, maintenance, and improvement of the Premises.
12. Bylaws. Membership in Permittee's organization shall be open to anyone meeting the requirements of Permittee's rules and bylaws. All restrictions, rules, bylaws, and fees, if any, and changes to the bylaws proposed by Permittee's organization shall require prior written approval of the City. A current copy of the bylaws shall be on file in the office of City's Real Estate Assets Department.
13. Nondiscrimination. Permittee shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in any manner in the operation or use of the Premises.

14. Inspection of Records. Permittee shall make any and all records and accounts available to City for inspection at all reasonable times so that City can determine Permittee's compliance with the Permit. These records and accounts will be made available by Permittee at the Premises and will be complete and accurate showing all income and receipts from use of the Premises. Permittee's failure to keep and maintain records and make the records available for inspection by City is a breach of this Permit and cause for termination of the Permit. Permittee shall maintain all such records and accounts for a minimum period of five (5) years.
15. Utilities. The City will provide, without charge, a reasonable amount of water to the Premises. The City will be the sole judge as to what constitutes a "reasonable amount" of water. Unless otherwise provided by City at City's option, all other utilities and services required by Permittee shall be provided by Permittee at Permittee's sole cost and expense.
16. Maintenance. Permittee shall, at its sole cost and expense, maintain the Premises in a safe, neat, clean, and sanitary condition acceptable to the City throughout the term of the Permit.
17. Improvements.
 - 17.1 Permittee shall not make or cause any improvements, changes, or alterations to be made to the Premises, without prior written City approval. In the event that Permittee makes or causes to be made any improvements, repairs, or alterations on the premises, Permittee shall file a bond with the City that provides for the payment in full of the claims of all persons performing labor upon or furnishing materials to be used on the Premises, in the amount of the estimated cost of the improvement, alteration, or repair as determined by the City. The bond shall be acknowledged by the Permittee as principal and by a corporation licensed by the Insurance Commissioner of the State of California to transact the business of a fidelity and surety insurance company as surety. Permittee shall hold City free and harmless and indemnify City against all claims for labor and materials in connection with improvements, repairs or alterations to the Premises, and the cost of defending against such claims, including reasonable attorney's fees.
 - 17.2 Under no circumstances shall Permittee or Permittee's agents place a temporary or permanent structure of any kind on the Premises, including but not limited to cargo containers, trailers, storage sheds, recreational vehicles, etc., without the prior written authorization of the City's Water Department, and Real Estate Assets Department and obtaining any required City, County or other jurisdiction permits. Violation of this condition of the Permit may require the Permittee to immediately remove of any temporary structures at Permittee's sole expense.
18. Indemnity. Permittee shall protect, defend, indemnify, and hold City, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including

injury to Permittee's officers, employees, agents, contractor's, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Permit or Permittee's Operations, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of City, its elected officials, officers, representatives, agents and employees. City may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Permittee shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

19. Insurance. Upon execution and delivery of this Permit, Permittee shall deliver to City a current Certificate of Insurance for: (a) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of Two Million Dollars (\$2,000,000); and (b) Workers' Compensation Insurance, as required by the laws of the State of California for all of Permittee's employees who are subject to this Permit, with Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000).

19.1 Additional Insured. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insured in all policies.

19.2 Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by City. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with City's Real Estate Assets Department.

19.3 Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

19.4 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Permittee and must be disclosed and acceptable to City at the time evidence of insurance is provided.

19.5 Continuity of Coverage. All policies shall be in effect on or before the first day of

the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. At least thirty (30) days prior to the expiration of each insurance policy, Permittee shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit.

- 19.6 Modification. To assure protection from and against the kind and extent of risk existing on the Premises, City, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving Permittee thirty (30) days prior written notice. Permittee shall also obtain any additional insurance required by City for new improvements, changed circumstances, or City's reasonable re-evaluation of risk levels related to Permittee use of the Premises.
- 19.7 Accident Reports. Permittee shall report to City any accident causing property damage or injury to persons on City Property. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 19.8 Failure to Comply. Notwithstanding any other provision of this Permit to the contrary, if Permittee's failure or refusal to obtain or maintain insurance as required by this Permit, or failure to provide proof of insurance, shall be a default of this Permit.
- 19.9 All Risk Property Insurance. Permittee shall obtain and maintain, at its sole cost, All-Risk Property insurance on all insurable property on the Premises in an amount to cover 100 percent (100%) of the replacement cost. Permittee shall deliver to City a certificate of such insurance.
20. Compliance with Law. Permittee shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, statutes, ordinances, and regulations of City, county, state, and federal governments at Permittee's sole cost and expense. Permittee shall comply with any and all notices issued by the City under the authority of any law, statute, ordinance or regulation.
21. Advertising. Permittee shall not place or cause to be placed upon the Premises any signs, billboards, banners, posters or any other media advertising products or services without prior City approval.
22. Taxes. As further consideration for the execution of this Permit, Permittee shall pay and discharge before delinquency, all taxes and assessments which may be levied against the Premises by reason of any possessory interest of Permittee during the term.

23. Nonexclusive Occupancy. Permittee's use of the Premises is nonexclusive. City reserves the right to enter the Premises at any time during the Permit term in the event of an emergency; or for good cause to inspect the Premises to ascertain its condition and to inspect the operations conducted on the Premises to ensure Permittee's compliance with this Permit.
24. Subject To Conditional Use Permit. This Permit is subject to all the conditions of the Conditional Use Permit ("CUP") granted by City for use of said Premises. If any conditions of a CUP for the Premises are violated or if the CUP is not complied with in every respect, then this Permit, may be immediately terminated at the sole discretion of the City.
25. Relocation. Permittee recognizes and understands that upon termination or earlier termination of this permit the City is not obligated to provide Permittee with any relocation payment nor shall the City be obligated to provide relocation service.
26. Notification. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to Permittee at the leased premises or at such other address designated in writing by Permittee, with a copy to:

Helen Phillips
Rancho Bernardo Recreational Council
18448 West Bernardo Drive
San Diego, CA 92127

and to City as follows:

City of San Diego
Director, Real Estate Assets Department
Civic Center Plaza Building
1200 Third Avenue, Suite 1700 – MS 51A
San Diego, CA 92101-4155

Any party entitled or required to receive notice under this Permit may by written notice designate a different address to which notices shall be sent.

27. Drug and Alcohol-Free Environment. It is the policy of the City of San Diego that all facilities provided under Permit shall be utilized and operated in a drug-free and alcohol-free environment. The Permittee shall make this fact known, both in writing and through oral communication, to facility participants periodically throughout the term of this Permit. Permittee shall document such written or oral communication and provide copies to the City on an annual basis.
28. Hazardous Substances. Permittee shall not allow the installation or release of hazardous substances in, on, under, or from the Premises by Permittee, its officers, employees, invitees,

guests, agents, or contractors ("Permittee Parties"). Permittee Parties shall not store, utilize, or sell any hazardous substance on the Premises without City's prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the office of the City Clerk as Document 769704 and by this reference is incorporated into this Permit.

- 27.1 Remediation. If any release of a hazardous substance occurs as a result of Permittee use, development or maintenance of the Premises ("Permittee's Operations"), Permittee shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws and rules and regulations of governmental authorities.
- 27.2 Indemnity. Permittee shall protect, defend, indemnify, and hold City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from Permittee's Operations, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
- 27.3 Notice of Release. If Permittee knows or has reasonable cause to believe that any hazardous substance has been released on or within the Premises, Permittee shall give written notice to City within three (3) business days after receipt of such knowledge or cause for belief. If Permittee knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, Permittee shall notify City by the most immediate means available and immediately upon receipt of such knowledge or belief and shall take all actions necessary to minimize the danger. Permittee shall notify City immediately of any notice of violation received or initiation of environmental actions or private lawsuits related to the Premises.
- 27.4 Environmental Assessment. Upon reasonable cause to believe that Permittee's use, development, or maintenance of the Premises ("Permittee's Operations"), resulted in a hazardous substance being released on or from the Premises, City may cause an environmental assessment of the Premises to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at Permittee's sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by Permittee's Operations and in what quantities. If any such hazardous substances exist in quantities greater than

allowed by municipal, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. Permittee shall cause, or if Permittee fails to do so within a reasonable period of time, City may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and Permittee shall pay all costs and expenses therefore. If the environmental assessment conclusively establishes that Permittee's Operations did not result in a hazardous substance being released on or from the Premises, City shall reimburse Permittee for the cost of the assessment.

29. Survival. All obligations and liabilities of Permittee that accrue prior to the expiration or earlier termination of this Permit shall survive the expiration or earlier termination of this Permit.
30. Disabled Access Compliance. Permittee shall comply with the California Fair Employment and Housing Act, the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and any other applicable local, state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. Permittee shall not exclude any qualified individual with a disability on the basis of that disability from the benefits of, services, programs or activities of Permittee or discriminate against any qualified individual with a disability.
31. Music. Permittee shall only perform music for which the City has obtained a "non-dramatic" (defined below) performance license from ASCAP or any other musical industry licensing entity ("Licensing Entity"). For a list of approved ASCAP music and artists, Permittee may contact ASCAP, One Lincoln Plaza, New York, NY 10023, Attn: Repertory Dept.-Clearance Section or online at www.ascap.com. City shall notify Permittee in writing of any other approved Licensing Entity and any additional Permittee requirements ("Additional Requirements") imposed upon Permittee by City by virtue of its licensing agreement with Licensing Entity. Failure to comply with this Section 29 shall be deemed a material breach of this Permit. In the event that Permittee does not agree to be bound by the Additional Requirements, this Permit shall be terminated by City. For the purposes of this Permit, a "non-dramatic" performance includes live performances and recorded performances (CD, tapes, radio and television over loud speakers). Permittee shall not perform music with any "dramatic" performances. For purposes of this Permit, "dramatic" performances shall include, but not limited to, the following: (a) performance of a "dramatico-musical work" (defined below) in its entirety; (b) performance of one or more musical compositions from a "dramatico-musical work" (defined below) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (c) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action or visual

presentation; and (d) performance of a concert version of a “dramatico-musical work” (as hereinafter defined). The term “dramatico-musical work” as used in this Permit, shall include, but not be limited to, a musical comedy, opera, and play with music, revue or ballet. Permittee shall not perform music from a coin operated phonorecord (or CD) player commonly known as a “juke-box.”

It shall be Permittee’s sole responsibility to ensure it only performs music for which the City has obtained a valid music license. Should Permittee desire to perform music for which City does not have a license, Permittee shall obtain its own license from the appropriate Licensing Entity before Permittee performs the desired music. Permittee shall ensure that (1) the City is named in the license; (2) each City premise/location where Permittee intends to perform the music is identified in the license; and (3) Permittee has provided City with a fully executed copy of the license at least ten days prior to the performance of the music.

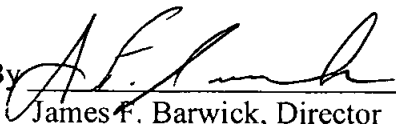
32. Best Management Practices. The City and Permittee are committed to the implementation of programs to manage activities on the Premises in a manner which aids in the protection of San Diego’s precious water resources. Permittee shall comply with the Best Management Practices (“BMP”) including the Stormwater Pollution Preventing Plan (“SPPP”) approved by the City Stormwater Management Program. Permittee shall submit for review and approval by the Mayor or designee, within ninety (90) days of the effective date of this Permit, BMP, and SPPP that will control erosion and reduce the amount of pollutants and other sediments discharged from Premises. The BMP and SPPP will be reviewed periodically by City. Upon written notice from the Mayor requesting an update, Permittee shall submit updated BMP and SPPP for Mayor review and approval within ninety (90) days of receipt of notice. Permittee shall implement any necessary changes to the BMP and SPPP as a result of any review by City to ensure compliance with any changes in laws or regulations.

When BMP and SPPP have been developed and implemented by Permittee, it is crucial that the practices be enforced and maintained. It is Permittee responsibility to inform employees, contractors, subcontractors, agents and vendors of the BMP and SPPP.

IN WITNESS WHEREOF, this Permit is executed by the City of San Diego, acting by and through its Mayor, and by the Permittee, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

Date 2/23/09

By 
James F. Barwick, Director
Real Estate Assets Department

PERMITTEE:

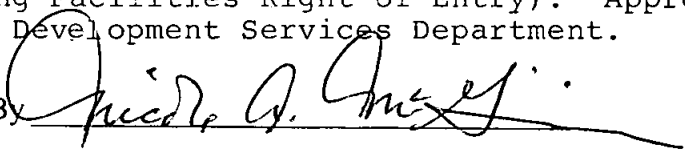
Date 2-4-09

By 
Title: President

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

This activity is Categorically Exempt from CEQA pursuant to State CEQA Guidelines, Sections 15301 (Existing Facilities-Right of Entry). Approved by Environmental Analysis Section, Development Services Department.

Date 2/19/09

By 
Name: Nicole McGinnis
Title: Senior Planner

APPROVED AS TO FORM AND LEGALITY THIS 10th DAY OF March, 2009

JAN I. GOLDSMITH, City Attorney

By 
Deputy City Attorney

Rancho Bernardo Rec. Council 2009

VB/cb

12-22-08

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EXHIBIT A



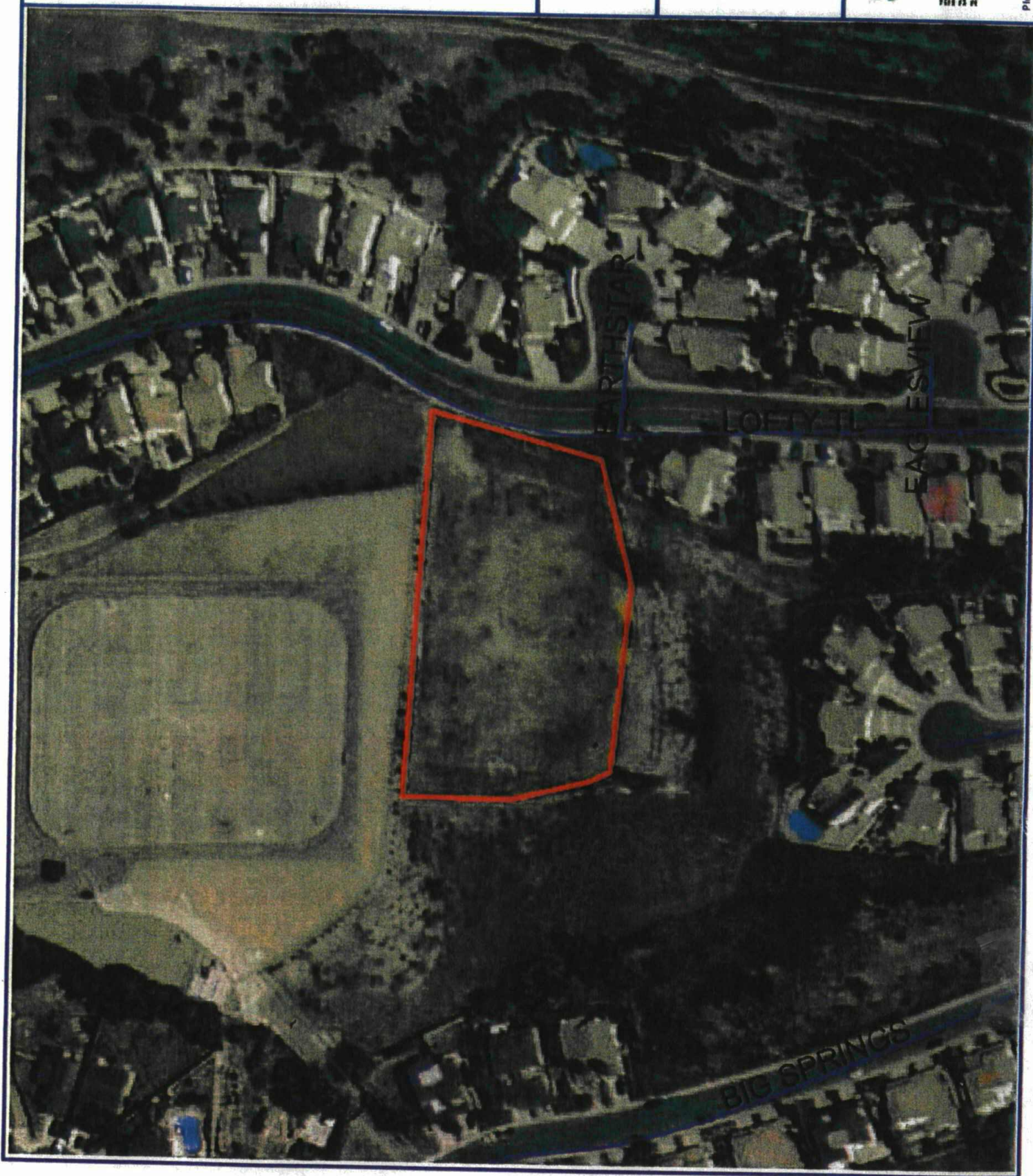
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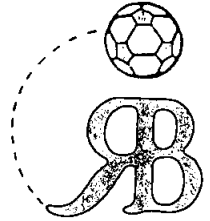
Vicinity Map



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Plot Date: 02/12/04





The Bylaws of the San Diego Soccer Club

ARTICLE I. NAME & PRINCIPAL OFFICES

The incorporated name of the organization is San Diego Soccer Club, hereinafter known as San Diego Soccer Club (SDSC). The principle office of the corporation shall be in San Diego County, California.

ARTICLE II. PURPOSE

- A. SDSC's mission is to train and develop youth soccer players in both Recreational and Competitive leagues. The competitive league is named FC San Diego and the Recreational League is named Rancho Bernardo Recreational Soccer. The clubs mission is to provide individual player and team development, foster a love of sports and soccer, teach good sportsmanship, and build confidence in players of all skill levels. The ultimate objective is for every player to have a positive experience, to develop a love for the game of soccer, and for the highly skilled player to potentially qualify for college level competition, the Cal South Olympic Development Program, National Team and professional soccer.
- B. SDSC shall be a not for profit, mutual benefit corporation, organized under the Nonprofit Mutual Benefit Corporation Law.
- C. The purpose is to initiate, sponsor, promote, and carry out plans, policies, and activities that will promote youth soccer programs. Specifically, SDSC shall form a limited number of competitive soccer teams playing as FC San Diego each year to represent San Diego County and Southern California. Teams will play in competitive team leagues throughout San Diego County and Southern California. These teams, the players and coaches on these teams, shall represent a select group with the highest possible soccer levels available in the area each year.

SDSC will also operate Fall and Spring Recreational Soccer Leagues under the name Rancho Bernardo Recreational Soccer (RB Recreational Soccer). This program will provide a recreational soccer league for player's age 3 – 16 who is interested in playing soccer at the recreational level. This program is intended to be community based intended to promote teamwork and skills development where applicable and to allow players to transition to the competitive program when interested and able to play at the competitive level.

ARTICLE III. IDENTITY

For the 2008 competitive season all teams will be identified by the name FC San Diego. The FC SAN DIEGO colors shall be royal blue, gold, and white. FC SAN DIEGO shall be affiliated with the California Youth Soccer Association - South (CYSA-S) and shall abide by the CYSA-S Constitution, Bylaws, Rules and Regulations. FC SAN DIEGO shall be a member of the Presidio

Soccer League and shall also abide by the Presidio Soccer League Bylaws. FC SAN DIEGO may join other leagues as voted by a majority of the Executive Board. Single teams may join other leagues as decided by the President, the applicable Director of Coaching and the team coach.

ARTICLE IV. ORGANIZATION & ADMINISTRATION

- A. An Executive Board of Directors consisting of no fewer than five (5) and no more than ten (10) members shall govern and administer the business of the San Diego Soccer Club. The SDSC Board will consist of the Executive Board and Appointed Board members.
- B. The Executive Board of Directors shall consist of a:
 - 1. President
 - 2. Executive Vice President
 - 3. Treasurer
 - 4. Recording Secretary
 - 5. Commissioner Recreational Players
 - 6. Commissioner of Competitive Players
 - 7. Public Relations and Sponsorship Coordinator
 - 8. Member at Large – non continuous position
- C. An Executive Board Nomination Committee, consisting of the Directors of Coaching and the Competitive or Recreational Players Commissioners, shall nominate one or more candidates for each Executive Board position. The nominees must be approved by a simple majority of the SDSC Board and then ratified by a simple majority by the club parents attending the annual Opening Day ceremonies held in the fall each year. Voting by proxy is not permitted. Board members who are ratified will officially take office the following month. The Executive Board Nomination Committee shall also be empowered to nominate candidates for Executive Board positions throughout the year to fill vacancies. The nominees shall also be subject to approval by a simple majority of the SDSC Board and shall be entitled to serve in the capacity as nominated until a simple majority of the club parents can ratify them at the next Opening Day ceremony.
- D. The term of office for the Executive Board of Directors is one (1) year.
- E. The Executive Board of Directors shall receive no compensation for their services as directors except reasonable reimbursement of expenses incurred in the performance of their regular duties.
- F. No member of SDSC shall be personally liable for the debts, liabilities or obligations of the corporation.
- G. The Appointed board members shall be appointed by the new President each year, and shall be approved by a simple majority vote of the SDSC Board.

The appointed board members may consist of:

 - 1. Director(s) of Coaching (maximum of two)
 - 2. Director of Recreational Soccer
 - 3. Fields Manager
 - 4. Referee & Scheduling Manager
 - 5. Registrar(s)
 - 6. Business Operations Manager

7. Equipment Manager
8. Uniform Manager
9. Procurement Manager
10. Website Administrator
11. Presidio League Representative
12. Manager Liaison
13. Publicity Coordinator
14. Finance Coordinator Recreational League
15. Additional board members the Executive Board deems necessary for the implementation of club business.

The Directors of Coaching and Recreational Soccer require written contracts that specify responsibilities of the contracted tasks, performance and payment terms.

- H. Executive Board members may be removed from the SDSC by a super majority (65%) of the remaining Board members.
- I. Appointed board members may be removed from the SDSC by a super majority (65%) of the Board. Recommendation of the applicable Director of Coaching and a simple majority of the Executive Board may remove Competitive Head coaches from SDSC. Competitive managers, players and assistant coaches may be changed within a team by recommendation of the head coach and approval by the applicable Director of Coaching and applicable Commissioner. Recreational coaches may be changed after the season has started by the recommendation of the Director of Recreation, President, and the Commissioner of Recreational Players. Changing a recreational coach does not require a vote of the SDSC Board of Directors.
- J. Executive Board and Appointed Board members will review, nominate, second and approve motions with a simple majority required for approval for the general governance of SDSC except as specified in the sections above.
- K. Player vacancies shall be filled and player additions shall be made within a team as defined in these bylaws, Presidio League, CYSA, and other gaming league regulations and requirements.

ARTICLE V. THE RESPONSIBILITIES OF THE MEMBERS OF THE EXECUTIVE BOARD OF DIRECTORS.

- A. The President shall:
 - Represent SDSC, or appoint a representative, at league and other outside organizational meetings.
 - Schedule SDSC meetings and special events, and conduct and control SDSC meetings.
 - Inform club members of game offenses reported by the San Diego County Referee's Association (SDCRA) and any other referee association and of the results of protest actions.
 - Coordinate and report on the activities of appointed Board Members.
 - Not also be a coach of a Club's team.
 - Ensure performance measurements and evaluations are conducted for all elected, contracted and appointed positions, and review results of the annual parent/player evaluation surveys.

- Review all job descriptions and update, as necessary, for all elected, contracted and appointed positions.
- Review and recommend changes to compensation for all contracted positions in the club.
- Enter into independent contracts with the Director(s) of Coaching, the Tournament Director(s), the Director of Recreational Soccer, the Registrar and the Business Operations Manager each year, subject to the prior approval of a simple majority of the Executive Board
- Review and approve any external contracts making financial commitments for or by SDSC.
- Be able to countersign checks issued by the SDSC.
- Chair the development of a strategic three-year plan and manage the implementation of the strategic three-year plan. Reassess and chair annual revision of the strategic three-year plan.
- Periodically make recommendations for changes to SDSC By-Laws to the SDSC Board of Directors.

B. The Executive Vice President shall:

- Coordinate and report on the activities of the Director(s) of Coaching
- Not also be a coach of a Club's team.
- In addition to the President, may also represent SDSC, or appoint a representative, at league and other outside organizational meetings
- Ensure performance measurements and evaluations are conducted for the Director(s) of coaching, review results of the annual parent/player evaluation surveys, provide feedback to the Directors from the surveys and develop improvement plans to address weaknesses.
- Review all job descriptions and update, as necessary, for the Director(s) of coaching.
- Review and recommend changes to compensation contracts for the Director(s) of coaching and head coaches.
- Develop and maintain the annual calendar of club events.
- Be able to countersign checks issued by the SDSC.
- Take additional assignments and projects as required by the club, the Board of Directors, or the President.
- Review and assist President in management of external contracts
- Assume the duties of the President in his/her absence.

C. The Treasurer shall:

- Work with the President and Executive Vice President to prepare the annual budget.
- Work with and oversee duties of Finance Manager of Recreational League
- Collect all funds, fees, and donations.
- Pay bills as approved or ratified by the SDSC.
- Keep records of funds received and paid, and shall make those records available at SDSC meetings.
- Sign all checks. Checks greater than \$2500 must be countersigned by the President, Executive Vice President, Registrar, Commissioners or Secretary.
- Assist the President in the review and recommendations for compensation plans for all paid positions in the club.
- Submit any necessary Tax Forms for the SDSC and coaches as required by law.

- Submit all documents to the named accountant each year, and supervise the preparation of the Club's annual tax return.
 - Be a member of the strategic three-year planning team.
- D. The Recording Secretary shall:
- Schedule and communicate board meetings
 - Keep and disseminate minutes of SDSC minutes.
 - Keep records of SDSC correspondence, reports, and board, directors, coaches, managers and member rosters
 - Maintain contact information for SDSC.
 - Be able to countersign checks issued by SDSC.
 - Be a member of the strategic three-year planning team.
- E. The Recreational and Competitive Player Commissioner(s) shall:
- Lead and manage team and player registration activities for competitive and recreational leagues.
 - Work with the SDSC President and the FC San Diego Director(s) of Coaching or the Director of Recreational Soccer as applicable as the liaison between the Board of Directors and the team managers and competitive and or recreational coaches.
 - Complete league applications with CYSA and Presidio Leagues.
 - Participate in continuous education activities ensuring knowledge and understanding of the latest CYSA and Presidio League requirements.
 - Make phone calls as requested.
 - Keep the President, Executive Vice President, Directors of Coaching, and Director of Recreational Soccer informed on team problems and helps to resolve them.
 - Disseminate special events and other SDSC/FC SAN DIEGO information to the team managers.
 - Assist with try-out planning and execution and training new managers.
 - Be able to countersign checks issued by the SDSC.
 - Be a member of the strategic three-year planning team.
- F. The Sponsorship and Public Relations Coordinator shall:
- Arrange for and coordinate advertisements and newspaper coverage of SDSC, FC SAN DIEGO, and Rancho Bernardo Recreational Soccer activities as approved by a simple majority of the Executive Board.
 - Work with Recreational Soccer Director, Tryout Coordinator, Director(s) of Coaching and President on submitting advertisement for Competitive and Recreational Soccer Leagues, Camps, Clinics, and Tryouts.
 - Organize the sponsorship program for the Competitive teams and the Recreational teams.
 - Organize sponsorship program for the Soccer Tournaments
 - Help organize the SDSC annual meeting.
 - Manage the internal and external use and record of SDSC/FC SAN DIEGO and Rancho Bernardo Recreational Soccer brand names
 - Administer internal communications.
 - Be a member of the strategic three-year planning team.

ARTICLE VI. THE RESPONSIBILITIES OF THE APPOINTED BOARD MEMBERS SHALL BE AS FOLLOWS:

A. Director(s) of Coaching shall:

- Enter into independent contracts with professional coaches for each team. The SDSC, Treasurer, EVP or President, and Commissioner of Competitive players must approve each contract.
- Develop and deliver performance guidelines and success metrics to all coaches ensuring continuous improvement of individual coaches and the entire staff and the highest level of accountability for each coach.
- Recruit and manage the hiring process for new coaches.
- Hold regular coaches' meetings to keep coaches informed and distribute pay checks.
- Make regular visits to all teams' practices.
- Arrange for a professional coach to be at all games if there is a conflict with the assigned coach. Provide the Commissioners and the President with a written evaluation of each coach at the end of the Presidio season.
- Be accountable to the Executive Board of Directors.
- Organize and conduct annual try-outs including scheduling and staff of sessions.
- Assign coaches assuring the best possible match of coaches and teams.
- Determine team entitlements as required
- Be members of the strategic three-year planning team.

B. The Director of Recreational Soccer shall:

- Provide technical direction to the program by developing age appropriate league play for boys and girls age 3 – 16.
- Define and implement advertising plan
- Organize registration, team formation, soliciting volunteer coaches, develop game schedules and field requirements, organize field equipment, organize and manage uniforms, trophies, the annual recreational cup soccer tournament, all star selection and training, coaches development and training, procurement of coaches equipment.
- Organize interleague play as required
- Develop rules and policies and ensure they are consistently followed
- Routinely communicate with coaches and parents and resolve conflicts as required
- Be the advocate for the players and the families ensuring fair play and consistency
- Organize picture day for Recreational Soccer.

C. The Fields Manager shall:

- Shall represent the SDSC at all relevant school district and inter-club field and local community meetings to secure fields for practice and games.
- Arrange and review all contracts with organizations to guarantee present and continuing use of fields for the SDSC. All contracts required for field use are subject to approval of a simple majority of the Executive Board.
- Apply for required permits and ensure continued use of fields
- Coordinate field use with the Scheduler.
- Maintain a practice schedule/grid and coordinate team practice schedules with the Directors of Soccer and Director of Recreational Soccer.

- Communicate to the Directors of Coaching, the Coaches and Managers field status, requirements, restrictions and conditions on a continuous and as needed basis.

D. The Referee/ Scheduling Manager shall:

- Submit the scheduling grid to Presidio, before the deadline.
- Develop the home field schedules maximizing the use of fields and prioritizing use of the highest quality fields.
- Work with the Referee Association chosen by SDSC to ensure adequate referees at every home game.
- Work home game re-schedule requests as needed.
- Maintain complete and accurate schedules showing opponent, game times and field.
- Represent SDSC/FC San Diego at all team scheduling meetings.
- Provide current schedules to the President, Registrar, Commissioner, Managers and the applicable Referee Association(s).
- Work with the Referee Association(s) to schedule referees for home field scrimmages when requested by teams.

E. The Registrar(s) shall:

- Administer the registration of club teams for League play and submit team applications to the Presidio League on the date required.
- If there is more than one (1) SDSC registrar, both can be listed as the “Registrar of Record” for CYSA.
- Lead and manage team and player registration activities for competitive and recreational leagues
- Provide seeding information to the Presidio League. Coordinate with the Directors of Coaching and Presidio League to resolve seeding issues prior to the commencement of Presidio League play.
- Obtain and disseminate information for registration of players.
- Verify age of all players by examining proper documents for proof of age.
- Maintain records of player information and team rosters.
- Submit all necessary information to CYSA-S and Presidio for registration, transfers, etc.
- Participate in continuous education activities ensuring knowledge and understanding of the latest CYSA and Presidio League requirements.
- Make phone calls as requested.
- Keep the President, Executive Vice President, Directors of Coaching, and Director of Recreational Soccer informed on team problems and helps to resolve them.

F. Business Operations Manager shall:

- Prepare the annual budget and submit to the SDSC board for approval.
- Collect and track all competitive team payments
- Pay bills as needed within 30 days pr as specified by the invoice.
- Process coaches payment checks monthly
- Keeps records and deposits all Club payments
- Administers all recreational receipts and payments
- Prepares all documents for the annual tax return

- Prepares all documents for 1099's.
- Prepares and submits all independent contractors status forms.
- Process and deposit all 3v3 payments.
- Processes and deposits all Pegasus Cup payments and bills.
- Prepares and reviews monthly financial statements
- Reviews and advises on all paid contracts within the Club

G. The Equipment Manager shall:

- Arrange for and purchase equipment as approved by a simple majority of the Executive Board.
- Maintain an inventory of equipment – to include but not limited to goals, nets, recreational portable goals, and flags.
- Ensure there are working locks on all goals and the appropriate coaches and managers have the key or combination.
- Coordinate field lining and set-up during Presidio League play and assist with field lining and set-up during the annual Pegasus Cup and President's Cup Tournaments.
- Coordinate the repair and/ or replacement of Club equipment as the need may arise, and as approved by a simple majority of the Executive Board.
- Ensure equipment is stored and maintained in accordance with applicable facility requirements

H. The Uniform Manager shall:

- Work with the team managers to place team orders for uniforms, distribute uniforms and to collect jerseys at the end of the year.
- Maintain a database by team of uniforms issued
- Submit all fill-in orders for uniforms to the Treasurer for approval prior to submitting those orders to the uniform vendor for processing and payment.

I. The Procurement Manager shall:

- Establish strategic sourcing strategies across the Recreational and Competitive soccer league with a goal to minimize the total cost to the players and families and SDSC.
- Manage the open bids and quotations from suppliers ensuring the highest level of integrity with all suppliers.
- Establishes contracts for competitive uniforms, manages procurement of recreational uniforms, recreational trophies, recreational coaches equipment, etc,

J. The Website Administrator shall:

- Maintain the primary WebPages for the SDSC.
- Coordinate the implementation and maintenance of team WebPages and the tournament WebPages if required by the tournament director.
- Ensure the Executive Board (or its appointed representative) has screened all significant webpage changes or additions prior to addition to the SDSC website.

K. The Presidio League Representative shall:

- Attend the monthly Presidio League meetings to represent SDSC/FC SAN DIEGO interests, take meeting minutes and vote for SDSC/FC SAN DIEGO, when appropriate.

- Report Presidio League information to the Executive Board in writing within a week of attending the Presidio League Board meeting and at the monthly board meetings. Reporting of critical or sensitive information will be communicated immediately to the President, EVP and Directors of Coaching as a minimum.
- Participate in trial boards as requested by Presidio League.

L. The Manager Liaison shall:

- Coordinate and lead routine meetings with the managers and required board members to assure effective and timely communication and implementation of Club operations with competitive teams.
- Work with the Treasurer and Registrar(s) on educating new and returning managers on the duties and responsibilities of team managers.
- Help with try-outs and training new managers.
- Attend the general board meetings.
- Serve as a conduit for information, advice and counsel between the Executive Board, the Directors of Coaching, and the team managers.
- Disseminate special events and other FC SAN DIEGO information to the team managers.
- Maintain, and update as necessary, the Manager's Handbook.

ARTICLE VII. THE RESPONSIBILITIES OF THE TEAM MANAGERS ARE AS FOLLOWS:

- To act as a liaison between the parents of his/her team, the professional coach and if required the SDSC/FC SAN DIEGO Board.
- To attend, or find a representative to attend, all monthly FC SAN DIEGO managers meetings.
- To coordinate try-outs with previous manager and the coach, including notifying prospective players of tryout dates.
- To keep the Coach informed of any problems with players, coaches, parents or finances. If not resolved appropriately then the manager will inform the Player Commissioner and Director of Coaching.
- To distribute all SDSC/FC SAN DIEGO equipment, fliers and other information to players and families.
- To collect registration and coaching fees and SDSC/FC SAN DIEGO fundraising moneys and turn them into the SDSC Treasurer.
- To collect and process the necessary paper work for registration, tournaments, etc.
- To distribute game schedules and directions, and have necessary paperwork, player cards, alternate jerseys, etc. at each game.

ARTICLE VIII. MEETINGS

- The SDSC Board, consisting of the Executive Board of Directors, the Appointed Board members, shall meet once a month to conduct the general SDSC business and distribute information. These are called the monthly SDSC Board Meetings.
- The President and the Secretary shall arrange a date, time and place for the meeting and will notify all Board members of each meeting.

- C. A Quorum for a general Board meeting shall be seven (7) members, with at least five (5) Executive Board members' present
- D. The Executive Board of Directors can meet separately as needed to conduct club business as determined by the President.
- E. The duties and responsibilities of Board of Directors and Appointed Board members are to:
 - Discuss procedural changes.
 - Make financial decisions.
 - Review and approve nominees submitted for consideration by the Executive Nominating Committee for Executive Board positions, and candidates submitted by the President for all Appointed Board positions.
 - Determine salaried positions and set payments.
 - Take disciplinary action, including but not limited to, suspension or removal of any Executive Board Member, Appointed Officer, Team Manager, Coach, Player, or Parent.
 - Enter into contracts.
 - Direct all business of SDSC
- F. A Quorum of the Executive Board of Directors meeting shall be five (5) Executive Board members. If the Executive Board has only seven (7) members a quorum is four (4) Executive Board members.
- G. The Director(s) of Coaching and Director of Recreation will attend the Executive Board meetings.
- H. The SDSC President, or any two Executive Board Members, may call a Special Meeting at any time to discuss items requiring immediate or additional SDSC attention. A telephone or email vote can be taken.
- I. The SDSC calendar year shall begin on August 1 and end on July 30th. During the 3rd calendar quarter of the year, the SDSC Board will complete the previous year's activities, and begin planning for next year's activities.
- J. Minutes shall be prepared at each Board meeting by the Secretary and shall be distributed to all Board members and appointed board members before the next monthly SDSC meeting.
- K. Amounts under \$500.00 not included in the approved budget can be approved by the President or Executive Vice President without prior Board Approval. Amounts over \$500.00 must be approved by a simple majority of the Executive Board members present.
- L. Any coach, parent or guardian of SDSC players may attend the monthly SDSC General Board meetings. If they would like to present an issue, they shall inform the board 48 hours prior to the scheduled board meeting. They may only vote at the annual meeting.

ARTICLE IX. TEAMS

- A. SDSC will enter as many competitive and recreational teams that can be fielded with qualified players and coaches and appropriate fields and equipment.
- B. The goal of SDSC/FC SAN DIEGO is to have the highest level of competitive play offered in Southern California.
- C. The Director(s) of Coaching and a simple majority of the Executive Board must approve all competitive teams and coaches.

- D. Competitive team tryouts will be publicized and at a minimum the Director(s) of Coaching and the team coach will select players.
- E. Each competitive team will have a professional head coach, unless specifically approved by the Directors of Coaching, the Player Commissioner, and EVP or President.

ARTICLE X. SPONSORS & REGISTRATION FEES

- A. SDSC may solicit sponsorship from the community each year to provide sufficient funds to supplement registration fees for a full season of soccer activities.
- B. Registration fees shall cover: team uniforms, field equipment, referee fees, Director of Coaching fees, league registration and insurance, general club expenses, and player pictures. Registration Fees are structured each to cover all Club related expenses, other than professional coaching fees.
- C. Registration fees may be revised by a simple majority vote of the Executive Board of Directors.

ARTICLE XI. COMMUNITY

- A. The SDSC will make a forthright effort to maintain a cooperative and positive working relationship with other youth soccer and sports organizations in the community. The President, or his/her designated representative, shall represent the SDSC at joint liaison meetings as applicable to promote communications and to establish policies affecting the SDSC and other organizations.
- B. The Board shall review and consider all policies proposed as a result of such liaison meetings. If suggestions are approved by a simple majority vote of the Executive Board of Directors, SDSC shall abide by those policies during a given year.

ARTICLE XII. AMENDMENTS

Amendments may be made to the bylaws with a super majority (65%) vote of the Executive Board. An Executive Board member must first present any proposed amendment to the President as a planned agenda item at least one full calendar month prior to the next scheduled Executive Board Meeting. All Executive Board members must be notified of the proposed change prior to the meeting with a timeline of at least two weeks to review and/or investigate proposal prior to voting.

The sponsor of the proposed amendment will be responsible for presenting specific wording to be changed in the bylaws, any cost impacts to the club that may result from the change and the risks versus benefits of the change.

Revised, 12/2/08 Final