

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

Agency Name	Key West Youth Football League, Inc. (KWYFL)
Physical Address	3155 Flagler Avenue
Mailing Address	3155 Flagler Avenue
City, State, Zip	Key West, FL, 33040
Phone	305-998-4734
Fax	None
Email	Kwyfl@aatt.net
Who should we contact with questions about this application?	Terrance Lopez, President, 305-879-3010 Ariana Corsi, Vice President, 305-394-4551

Amount received for prior fiscal year ending 09/30/20	\$ 0
Amount received for current fiscal year ending 09/30/21	\$ Not Applicable
Amount requested for upcoming fiscal year ending 09/30/22	\$ 18,000

For Fiscal Year 2022 how will the amount requested be utilized?	Requested funding will be used to offset league expenses such as: uniforms for football players and cheerleaders, announcement equipment, reconditioning of helmets, payment for referees during the season, scholarships for eligible kids, advertising for the league, and training.
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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: Terrance Lopez

Signature: 

Title: President

Date: 4/30/21

Witness: 

Witness: _____

Typed Name of Board President/Chairman: Terrance Lopez

Signature: 

Title: President

Date: 4/30/21

Witness: 

Witness: _____

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

1. List the services your agency provides. We run/organize the youth football and cheerleading organization. We provide volunteer coaches to provide guidance and proper training and technique to the youth of the community.
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. The funding will be used to pay the referees during the season. We will also supplement the funding raised by the KBYFL with the funds from the City of Key West to purchase uniforms and equipment for the youth involved. Monies will also be used for scholarships for eligible youth.
3. Will City funds be used as match for a grant? Please circle yes or no: Yes ☐ No ☒
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.
NO
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.) NO
7. What measurable outcomes do you plan to accomplish in the next funding year? We are planning to purchase new uniforms and pads for all tackle teams. New uniforms for flag division. Reconditioning of helmets. Concussion training for all coaches. Providing scholarships for eligible youth.
8. How will you measure these outcomes? (If applying for \$5,000 or less, a response is not required.)
These numbers will be measured by the number of youth we register in the league.
9. In 300 words or less, address any topics not covered above (optional).

Please See List of Required Attachments

ATTACHMENT CHECKLIST

LABEL AND ATTACH THE FOLLOWING IN THE ORDER SHOWN, AFTER THIS PAGE IF NOT APPLICABLE, PLEASE SO INDICATE AND EXPLAIN	ATTACHED?		COMMENTS
	YES	NO	You must explain any "NO" answers
Application	✓		
Current Board Information Form	✓		
Evidence of Annual Election of Officers		✓	Board members serve an undetermined amount of time unless they resign or are voted off of board.
Board Resolution Approving Application for Funding		✓	Will be completed at May 13 th meeting.
City Funded Program Budget		✓	
Agency Expenses		✓	Won't know until season starts
Agency Revenue		✓	Didn't have a season last year.
Agency Fee Schedule	✓		
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?	✓		
Copy of filed IRS Form 990 from most recent fiscal year		✓	Not completed yet.
Copy of IRS Letter of Determination indicating 501 C 3 status & Copy of GUIDESTAR printout	✓		
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.	✓		
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		✓	N/A
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.

AGREEMENT

This Agreement is made and entered into this 1st day of October, 2021, between the CITY OF KEY WEST, FLORIDA, a municipal corporation, hereinafter referred to as "City," and Key West Youth Football League, Inc. (KWYFL), hereinafter referred to as "PROVIDER."

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

WHEREAS, it is a legitimate public purpose to provide Youth Athletic 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 Athletic services, shall pay to the PROVIDER the sum of Eighteen AND NO/100 DOLLARS (\$18,000.00) 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

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

 Terrance Lopez, President
KWFL Inc., Executive Director
3155 Flagler Avenue

Key West, FL 33040
305-998-4934

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. _____)

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.

ORGANIZATION
LETTERHEAD

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

Date

The following is a summary of the expenses for (Organization name) for the time period of _____ to _____.

Check #	Payee	Reason	Amount
101	Company A	Rent	\$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		<u>\$ X,XXX.XX</u>
(B)	Total prior payments		\$ X,XXX.XX
(C)	Total requested and paid (A + B)		\$ X,XXX.XX
(D)	Total contract amount		\$ X,XXX.XX
	Balance of contract (D-C)		<u>\$ X,XXX.XX</u>

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

Attachments (supporting documentation)

Sworn to and subscribed before me this ____ day of _____ 20____
by _____ 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.)

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 Key West Youth Football League, Inc. (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

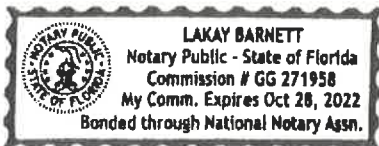
(Signature)

Date:

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on April 30, 2021
 (date) by Terrance Lopez (name of affiant). ☒ He/She is personally known
 to me or has produced _____ (type of identification) as
 identification.



Lakay Barnett
 NOTARY PUBLIC

My Commission Expires: October 28, 2022

ATTACHMENT E

DRUG-FREE WORKPLACE FORM

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

Key West Youth Football League Inc.
(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.

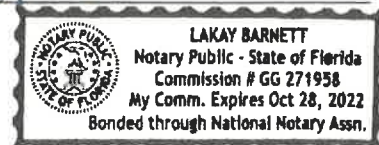
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Signature) [Signature]

Date: 4/30/21

STATE OF: Florida

COUNTY OF: Monroe



Subscribed and sworn to (or affirmed) before me on April 30, 2021 (date) by

Terrance Lopez (name of affiant). He She is personally known to me or
has produced _____ (type of identification) as identification.

Lakay Barnett
NOTARY PUBLIC

My Commission Expires: October 28, 2022

2021 KWFYFL BOARD OF DIRECTORS

Key West Youth Football League, Inc.

Terrance Lopez

President

305-879-3010 teelopez@hotmail.com

D42 11th Avenue, Key West, FL 33040

Ariana Corsi

Vice President

305-394-4551 kaseyro@icloud.com

2811 Patterson Avenue, Key West, FL 33040

Lakay Barnett

Secretary

305-509-0392 notorious68iou@aol.com

920 Emma Street, Apt. 103, Key West, FL, 33040

Vanessa Grissinger

Treasurer

305-322-6388 vgriss0804@gmail.com

445 Avenue D, Big Coppitt Key, FL 33040

Emanuel "Manny" Gonzalez

Football Director

305-494-8823 mr.gonzalez305@yahoo.com

320 Angela Street, Apt. 10D, Key West, FL 33040

Donjae Valdez

Equipment Manager

305-849-0516 valdezdonjae@yahoo.com

1000 Howe Street, Key West, FL 33040

Kawana Staffney

Cheerleader Director

305-699-7482 kawana94@gmail.com

916 ½ Virginia Street, Key West, FL, 33040

Michelle Cohen

Homecoming Chairwoman

305-731-4447 mcohe2@aol.com

1522 Flagler Avenue, Key West, FL 33040

Tyresa Butler

Fundraiser Chairwoman

305-942-0737 tabokee@gmail.com

1019 Fort Street, Apt. 11E, Key West, FL 33040

League's Email Address

kwyfl@att.net

League's Office Telephone Number

305-998-4734 Revised 03-12-21

2021 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N16000004126

Entity Name: KEY WEST YOUTH FOOTBALL LEAGUE INC.**Current Principal Place of Business:**3155 FLAGLER AVENUE
KEY WEST, FL 33040**Current Mailing Address:**3155 FLAGLER AVENUE
KEY WEST, FL 33040**FEI Number:** 81-2349185**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**ZUELCH, CHRISTIAN M
1704 N ROOSEVELT BLVD
KEY WEST, FL 33040 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name LOPEZ, TERRANCE
Address D42 11TH AVENUE
City-State-Zip: KEY WEST FL 33040

Title SECRETARY
Name BARNETT, LAKAY
Address 920 EMMA STREET
City-State-Zip: KEY WEST FL 33040

Title OFFICER
Name GONZALEZ, EMANUEL
Address 320 ANGELA STREET
10D
City-State-Zip: KEY WEST FL 33040

Title OFFICER
Name COHEN, MICHELLE
Address 1522 FLAGLER AVENUE
City-State-Zip: KEY WEST FL 33040

Title VP
Name CORSI, ARIANA
Address 2811 PATTERSON AVENUE
City-State-Zip: KEY WEST FL 33040

Title TREASURER
Name GRISSINGER, VANESSA
Address 445 AVENUE D
City-State-Zip: BIG COPPITT KEY FL 33040

Title OFFICER
Name STAFFNEY, KAWANA
Address 916 1/2 VIRGINIA STREET
City-State-Zip: KEY WEST FL 33040

Title OFFICER
Name VALDEZ, DONJAE
Address 1000 HOWE STREET
City-State-Zip: KEY WEST FL 33040

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LAKAY BARNETT**SECRETARY****04/29/2021**

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title	OFFICER
Name	BUTLER, TYRESA
Address	1019 FORT STREET 11E
City-State-Zip:	KEY WEST FL 33040

**AGE REQUIREMENTS FOR
FOOTBALL AND CHEERLEADING**

FLAG DIVISION	4/5 Years of Age
MIGHTY MITES DIVISION	6/7 Years of Age
C DIVISION	8/9 Years of Age
B DIVISION	10/11/12 Years of Age for FOOTBALL 10/11/12/13/14 Years of Age for CHEERLEADING
JAMMERZ	7-14 Years of Age
COMPETITION	4 Years of Age on Up

CUT OFF DATES FOR BIRTHDAYS 08-01-19

WE WOULD LIKE TO HAVE:

FLAG DIVISION	AT LEAST 3 TEAMS	(At least 9 players per team)
MIGHTY MITES DIVISION	AT LEAST 3 TEAMS	(At least 12 players per team)
C DIVISION	AT LEAST 3 TEAMS	(At least 12 players per team)
B DIVISION	AT LEAST 3 TEAMS	(At least 12 players per team)



FOOTBALL & CHEERLEADING REGISTRATION



1 CHILD	\$100.00
2 CHILDREN	\$190.00
3 CHILDREN	\$270.00
4 CHILDREN	\$340.00

CASH, CHECK, OR MONEY
ORDER

MADE OUT TO

KWYFL

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 23 2016**

KEY WEST YOUTH FOOTBALL LEAGUE INC
3155 FLAGLER AVENUE
KEY WEST, FL 33040-0000

Employer Identification Number:
81-2349185
DLN:
26053665002206
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 20, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

KEY WEST YOUTH FOOTBALL LEAGUE INC

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeffrey I. Cooper', with a stylized flourish at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 5436

BY LAWS
OF
KEY WEST YOUTH FOOTBALL LEAGUE, INC.
DbA: Key West Junior Football League

INTRODUCTION

1. These bylaws constitute the code of rules adopted by the Key West Youth Football League, Inc. for the regulation and management of its affairs.

MEMBERSHIP

2. The membership of the corporation shall consist of its Board of Directors.

DIRECTORS

3. **Definition of Board of Directors:** The board of directors is that group of persons vested with the management of the business and affairs of this corporation subject to the law, the Articles of Incorporation, and these bylaws.
4. **Qualifications:** Directorships shall not be denied to any person on the basis of race, creed, sex, religion, or national origin.
5. **Number of Directors:** The Board of Directors shall consist of three more natural persons. The number of directors shall be determined from time to time by Resolution of the Board of Directors.
6. **Terms and Election of Directors:** The directors shall serve indefinite terms until they resign or are removed in accordance with the provisions of these bylaws.
7. **Procedure at Board Meetings:** The rules contained in the handbook on parliamentary procedure ("Roberts Rules of Order") shall govern the meetings of the board of directors.
8. **Resignations:** Any director can resign at any time by delivering a written resignation to the chairperson of the board or to the Secretary of the Corporation. Resignations of directors shall become effective immediately or on the date specified therein and vacancies will be deemed to exist as of such effective date.
9. **Removal:** Any director may be removed at any time (with or without cause) by a vote of the total number incumbent directors (not counting vacancies) at a meeting of the board of directors properly called in accordance with the terms of these bylaws. Directors may be removed by a majority vote of the board of directors at a properly called meeting with a quorum in attendance when he or she misses three consecutive regular meetings.

10. **Vacancies:** Vacancies can be created by resignations, removals, or an increase in the size of the board of directors. Vacancies on the Board of directors can only be filled by a majority vote of the remaining Directors, though less than a quorum.
11. **Place of Directors Meetings:** Meetings of the board of directors, regular or special, will be held at the primary place of business for this Corporation or at any other place within or without the State of Florida as provided or such place or places as the board of directors may designate by resolution duly adopted.
12. **Meetings:** Meetings of the Board of Directors may be called by:
 - A. Board of Directors
 - B. The President
 - C.
13. **Notice of Board Meetings:** Notice of all board meetings shall be given to each board member no less than two (2) days nor more than ten (10) days prior to the meeting
14. **Waiver of Notice:** Attendance by a Director at any meeting of the Board of Directors will constitute a waiver of notice of such meeting except where such Director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called or convened.
15. **Quorum:** A majority of the incumbent directors (not counting vacancies) shall constitute a Quorum for the conduct of business. At Board meetings where a quorum is present, a majority vote of the Directors attending shall constitute an act of the Board unless a greater number is required by the Articles of Incorporation or any provision of these bylaws. (Quorum: the minimum number of members of an assembly or society that must be present at any of its meetings to make the proceedings of that meeting valid. For this Corporation, a quorum will consist of 1 more than half of all filled positions.)
16. **Self Dealing:** No director shall use confidential information gained by reason of being a member of the board of directors for personal gain to the detriment of the corporation.

OFFICERS

17. **Roster of the officers:** The Board of Directors may, from time to time, appoint such officers from the membership of the Board of Directors as it deems necessary or appropriate. At a minimum the corporation shall have a "President/Director" and "Secretary/Director."
- ~~18.~~ **Selection and Removal of Officers:** All officers shall serve indefinite terms. As a general rule the Board of Directors shall review its officers once a year for the purpose of considering whether or not to keep or replace them (but this review, however, is not mandatory). Any Officer can be removed by majority vote.
19. **President/Director:** The President/Director shall preside at all board meetings, shall exercise parliamentary control in accordance with Roberts Rules of Order.
20. **Secretary/ Director:** The Secretary will keep minutes of all meetings of The Board of Directors, will be the custodian of the corporate records, will give all notices as are required by law or these bylaws, and

generally will perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these bylaws.

INFORMAL ACTION

21. **Waiver of Notice:** Whenever any notice whatever is required to be given under the provisions of the law, The Articles of Incorporation, or these bylaws, a waiver of such notice in writing signed by the person or persons entitled to notice, whether before or after the time stated in such waiver, will be deemed equivalent to the given of such notice. Such waiver must, in the case of a special meeting of members, specify the general nature of the business to be transacted.
22. **Action by Consent:** Any action required by law or under the Articles of Incorporation or by these bylaws, or any action which otherwise may be taken at a meeting of either the members or the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the persons entitled to vote with respect to the subject matter of such consent, or all directors in office, and filed with the Secretary of the Corporation.

COMMITTEES

23. **Appointment of committees:** The Board of Directors may from time to time designate and appoint one or more standing committees as it sees fit. Such committees shall have and exercise such prescribed authority as is designed by the Board of Directors

OPERATIONS

24. **Inspection of Books and Records:** All books and records of this Corporation may be inspected by any Director for any purpose at any reasonable time on written demand.
25. **Loans to Management:** This Corporation will make no loans to any of its Directors or Officers.
26. **Execution of Documents:** Except as otherwise provided by law, checks, drafts, and orders for the payment of money of this Corporation shall be signed by at least two persons who have previously been designated by a resolution of the board of directors. Contracts, promissory notes, leases, or other instruments executed in the name of and on behalf of the Corporation shall be signed by one or more persons who have been authorized and directed to do so by the board of directors. No contract shall be valid unless it is authorized or ratified by a properly adopted resolution of board of directors.

AMENDMENTS

27. The Board of Directors may adopt Articles of Amendment (amending the Articles of Incorporation). Articles of Amendment must be adopted in accordance with the Florida Law. The bylaws may be amended at anytime by the vote of the majority of directors at a meeting where a quorum is present.

PUBLIC STATEMENTS

28. **Authority to make statements:** No person, except for the President/Director shall be authorized to make any public statements, whether written or oral, purporting to represent the official policy, position, or opinion of this Corporation, without first having obtained the approval of the Board of Directors.
29. **Limitation on Statements:** Any person who is authorized to make any public statement, whether written or oral, purporting to represent the official policy, position, recommendation or opinion of the Corporation, shall first make it clear that he or she is representing the Corporation. Thereafter, throughout the entire presentation, he or she shall confine his/her presentation only to those matters which have been properly approved by the Corporation. He or she shall not at any time present any statement purporting to represent any other firm, group, or organization or purporting to represent his or her own personal views.

INDEMNIFICATION

30. Any person (and the heirs, executors and administrators of such person) made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or Officer of the Corporation shall be indemnified by the Corporation against any and all liability and the reasonable expenses, including attorney's fees and disbursements, incurred by him (or by his heir, executors or administrators) in connection with any appearance therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or Officer is liable for negligence or misconduct in the performance of his duties. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director or Office (or such heirs, executors of administrators) may be entitled apart from this Article.

CERTIFICATION

I herby certify that these bylaws were adopted by the Board of Directors of this Corporation at their Meeting held on __ day of _____ 2021.