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

| Agency Name                            | KWLCB                  |  |
|--|------------------------|--|
| Physical Address                       | 3111 NORTHSIDE DR      |  |
| Mailing Address                        | SAME                   |  |
| City, State, Zip                       | KEY WEST, FL 33040     |  |
| Phone                                  | 305-879-1092           |  |
| Fax                                    |                        |  |
| Email                                  | kwlcbaseball@gmail.com |  |
| Who should we contact                  | HEATHER ROBERTS        |  |
| with questions about this application? |                        |  |

| Amount received for prior fiscal year ending 09/30/20     | \$19,500          |
|---|-------------------|
| Amount received for current fiscal year ending 09/30/21   | \$ Not Applicable |
| Amount requested for upcoming fiscal year ending 09/30/22 | \$19,500          |

| For Fiscal Year 2022   |               | •  |
|------------------------|---------------|----|
| how will the amount    | Scorekeapers  | h  |
| requested be utilized? | 3001 Charpers | 10 |

#### **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: Heather Roberts                        |
|--|
| Signature_   |
| Title: <u>Treasurer</u>  |
| Date: <u>04/19/2021</u>  |
| Witness:   |
| Witness:   |
|  |
| Typed Name of Board President/Chairman: <u>Ozzie Hernandez</u>           |
| Typed Name of Board President/Chairman: <u>Ozzie Hernandez</u> Signature |
| •  |
| Signature MM   |
| Signature MM  Title: President   |

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

- 1. List the services your agency provides. Little league baseball from ages 4 to 15
- 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 for umpires and scorekeepers
- 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
- 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.) Yes, City of Key West and Zuelch & Zuelch Accounting
- 7. What measurable outcomes do you plan to accomplish in the next funding year? Full season of baseball
- 8. How will you measure these outcomes? (If applying for \$5,000 or less, a response is not required.)
- 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   | ATTACHED? |  | COMMENTS                          |  |  |
|--|-----------|--|-----------------------------------|--|--|
| IF NOT APPLICABLE, PLEASE SO INDICATE AND EXPLAIN  | YES       | NO   | You must explain any "NO" answers |  |  |
|  | Х         |  |                                   |  |  |
| Application  |           |  |                                   |  |  |
| Current Board Information Form   | Х         |  |                                   |  |  |
| Evidence of Annual Election of Officers  | Х         |  |                                   |  |  |
| Board Resolution Approving Application for Funding   |           | X  | N/A                               |  |  |
| City Funded Program Budget   | Х         | <del>                                     </del> |                                   |  |  |
| Agency Expenses  | х         |  |                                   |  |  |
| Agency Revenue   | Х         |  |                                   |  |  |
| Agency Fee Schedule  | х         |  |                                   |  |  |
| Upon approval of funding, do you agree to provide a copy of an Audited Financial Statement, a review of financial statements, or other financial report as appropriate (to be determined based on amount of funding and agency budget) from most recent fiscal year? |           | x  | N/A                               |  |  |
| Copy of filed IRS Form 990 from most recent fiscal year  | х         |  |                                   |  |  |
| Copy of IRS Letter of Determination indicating 501 C 3 status & Copy of GUIDESTAR printout   | х         |  |                                   |  |  |
| Copy of Current Monroe County and City Occupational Licenses   |           | Х  | N/A                               |  |  |
| Copy of Florida Dept. of Children And Families License or<br>Certification   |           | Х  | N/A                               |  |  |
| Copy of any other Federal or State Licenses  |           | Х  | N/A                               |  |  |
| Copy of Florida Dept. of Health Licenses/Permits   |           | Х  | N/A                               |  |  |
| Copy of Organization's Corporate Bylaws.   | Х         |  |                                   |  |  |
| Copy of front page of Agency's EEO Policy/Plan   | Х         |  |                                   |  |  |
| Annual performance report describing services rendered during the most recently completed grant period   |           | X  | N/A                               |  |  |
| Copy of Summary Report of most current Evaluation/Monitoring *   |           | Х  | N/A                               |  |  |
| 1700   |           | 1  |                                   |  |  |

<sup>\*</sup> must include summary of deficiencies and suggested corrective action; may include your responses and actions taken.

# Key West Little Conch Baseball Board

| President/12U League Director: | Ozzie Hernandez |
|--------------------------------|-----------------|
| Vice President:                | NA              |
| Secretary:                     | Dana Vega       |
| Treasurer                      | Heather Roberts |
| Director of Field Ops:         | Brent Bishop    |
| Equipment Manager:             | Greg Maclaren   |
| Sponsorship Coordinator:       | Carrie Otto     |
| General Board Member:          | luan Menendez   |

# **Schedule of Fees**

Registration Fee: \$130.00

Sign Here

Late Registration Fee: \$150.00

Operational Budget 2021 Babe Ruth

| REVENUE Reserves \$\( \)\$ City KW Banners \$\( \)\$ Registration Fees \$\( \)\$ All-star travel | \$32,000.00<br>\$0.00 |         | NOTES                   |  |  |
|--|-----------------------|---------|-------------------------|--|--|
| ss<br>f<br>stion Fees<br>ee  | \$2,000.00<br>\$0.00  |         |                         |  |  |
| Fees   | \$0.00 \$0.00         |         |                         |  |  |
| Fees   | \$0.00                | \$0.38  | Total deposits in accts |  |  |
| Rees   |                       | %0.0    |                         |  |  |
| Fees   | \$3,500.00            | 4.2%    |                         |  |  |
| Jamboree<br>All-star travel  | \$39,000.00           | 46.4%   | 300 kids at \$130.00    |  |  |
| Alf-star travel  | \$0.00                | %0.0    |                         |  |  |
| , ota :: ata   | \$0.00                | %0.0    |                         |  |  |
| orship   | \$9,600.00            | 11.4%   | 24 teams at \$400.00    |  |  |
| Miscellaneous  | \$0.00                | %0.0    |                         |  |  |
| TOTAL REVENUE \$8  | \$84,100.00           | 100.00% |                         |  |  |
|  |                       |         |                         |  |  |
| EXPENSES   |                       |         |                         |  |  |
| Uniforms \$2   | \$21,000.00           | 30.97%  |                         |  |  |
| Insurance \$   | \$6,500.00            | 9.59%   |                         |  |  |
| Babe Ruth Fees   | \$800.00              | 1.18%   |                         |  |  |
| Baseballs \$   | \$5,000.00            | 7.37%   |                         |  |  |
| Equipment \$   | \$2,000.00            | 2.95%   |                         |  |  |
| Events   | \$0.00                | %00.0   |                         |  |  |
| Accountant   | \$500.00              | 0.74%   |                         |  |  |
| Umpires \$   | \$15,000.00           | 22.12%  |                         |  |  |
| Scorekeepers \$  | 00.000,6\$            | 13.27%  |                         |  |  |
| Office supplies/Op \$  | \$2,000.00            | 2.95%   |                         |  |  |
|  | \$0.00                | %00.0   |                         |  |  |
| Trophies \$  | \$3,000.00            | 4.42%   |                         |  |  |
|  | \$3,000.00            | 4.42%   |                         |  |  |
|  | \$0.00                | 0.00%   |                         |  |  |
| ENSES  | \$67,800.00           | 100.00% |                         |  |  |
| RESERVES \$  | \$16,300.00           | 19.38%  |                         |  |  |

# Zuelch & Zuelch LLC 3144 Northside Dr 101 Key West, FL 33040-8013 305-295-2900

November 13, 2020

# **CONFIDENTIAL**

Key West Little Conch Baseball League Inc 3111 Northside Drive Key West, FL 33040

For professional services rendered in connection with the preparation of the following tax forms for year ending 12/31/19.

Amount due \$ 500.00

# Filing Instructions

# Key West Little Conch Baseball League Inc

# **Short Form Exempt Organization Tax Return**

# Taxable Year Ended December 31, 2019

Date Due: November 16, 2020

Remittance: None is required. Your Form 990-EZ for the tax year ended 12/31/19 shows no

balance due.

Signature: You are using a Personal Identification Number (PIN) for signing your return

electronically. Form 8879-EO, IRS e-file Signature Authorization for an Exempt

Organization should be signed and dated by an authorized officer of the

organization and returned to:

Zuelch & Zuelch LLC 3144 Northside Dr 101 Key West, FL 33040-8013

Important: Your return will not be filed with the IRS until the signed Form

8879-EO has been received by this office.

Other: Your return is being filed electronically with the IRS and is not required to be

mailed. If you Mail a paper copy of your return to the IRS it will delay the

processing of your return.

Form 8879-EO

# IRS e-file Signature Authorization for an Exempt Organization

| OMB   | Νo   | 1545-1878 |
|-------|------|-----------|
| CIVID | INO. | 1343-1070 |

2019

| Department of the Treasury | 1 |
|----------------------------|---|
| nternal Revenue Service    |   |

For calendar year 2019, or fiscal year beginning \_\_\_\_\_\_\_\_, 2019, and ending \_\_\_\_\_\_\_\_, 20

Do not send to the IRS. Keep for your records.

▶ Do not send to the IRS. Keep for your records.
 ▶ Go to www.irs.gov/Form8879EO for the latest information.

Name of exempt organization Key West Little Conch Baseball League Inc

Employer identification number 65-0643805

Name and title of officer

Heather Roberts

Treasurer

## Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

| 1a | Form 990 check here Total revenue, if any (Form 990, Part VIII, column (A), line 12)   | 1b |         |
|----|--|----|---------|
| 2a | Form 990-EZ check here Total revenue, if any (Form 990-EZ, line 9)                     | 2b | 104,200 |
| 3a | Form 1120-POL check here b Total tax (Form 1120-POL, line 22)                          | 3b |         |
| 4a | Form 990-PF check here b Tax based on investment income (Form 990-PF, Part VI, line 5) | 4b |         |
| 5a | Form 8868 check here b b Balance Due (Form 8868, line 3c)                              | 5b |         |

#### Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

| Officer's PIN: check one box onl | Officer's | PIN: | check | one | box | onh |
|----------------------------------|-----------|------|-------|-----|-----|-----|
|----------------------------------|-----------|------|-------|-----|-----|-----|

| I authorize |               | to enter my PIN | as my signature         |
|-------------|---------------|-----------------|-------------------------|
|             | ERO firm name |                 | Enter five numbers, but |
|             |               |                 | do not enter all zeros  |

on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature Date 11/12/20

## Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

65781822222

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature Christian M Zuelch

Date 11/12/20

ERO Must Retain This Form — See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see back of form.

Form 8879-EO (2019)

Form 990-EZ

# Short Form Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047
2019

Open to Public Inspection

Department of the Treasury Internal Revenue Service ▶ Do not enter social security numbers on this form, as it may be made public. ▶Go to www.irs.qov/Form990EZ for instructions and the latest information.

For the 2019 calendar year, or tax year beginning Check if applicable: D Employer identification number C Name of organization Key West Little Conch Baseball Address change 65-0643805 Name change League Inc Number and street (or P.O. box, if mail is not delivered to street address) Initial return Room/suite E Telephone number 305-295-2900 3111 Northside Drive Final return/terminated City or town, state or province, country, and ZIP or foreign postal code Amended return F Group Exemption Application pending Key West FL 33040 Number > Cash X Accrual Other (specify) H Check ► X if the organization is not Accounting Method: required to attach Schedule B N/AWebsite: Tax-exempt status (check only one) — X 501(c)(3) 501(c) ( (Form 990, 990-EZ, or 990-PF). 527 4947(a)(1) or Trust Association X Corporation Other Form of organization: Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets 104,200 (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I) Part I Check if the organization used Schedule O to respond to any question in this Part I Contributions, gifts, grants, and similar amounts received 1 25,000 2 2 Program service revenue including government fees and contracts 79,200 Membership dues and assessments 3 4 Investment income 5a Gross amount from sale of assets other than inventory Less: cost or other basis and sales expenses \_\_\_\_\_\_\_\_5b c Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a) 5c Gaming and fundraising events: Gross income from gaming (attach Schedule G if greater than \$15,000) 6a of contributions Gross income from fundraising events (not including \$\_\_\_\_ from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000) Less: direct expenses from gaming and fundraising events Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract 6d Gross sales of inventory, less returns and allowances Less: cost of goods sold 7b Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a) 7c Other revenue (describe in Schedule O) 8 8 104,200 9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 9 Grants and similar amounts paid (list in Schedule O) 10 Benefits paid to or for members 11 11 Salaries, other compensation, and employee benefits 12 12 Professional fees and other payments to independent contractors 500 13 13 Occupancy, rent, utilities, and maintenance 14 14 15 15 Printing, publications, postage, and shipping 133,260 16 Other expenses (describe in Schedule O) 16 133,760 Total expenses. Add lines 10 through 16 17 17 -29,56018 18 Excess or (deficit) for the year (subtract line 17 from line 9) Assets 19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with 22,603 end-of-year figure reported on prior year's return) 19 12,000 Other changes in net assets or fund balances (explain in Schedule O) 20 Set 5,043 21 Net assets or fund balances at end of year. Combine lines 18 through 20 For Paperwork Reduction Act Notice, see the separate instructions. Form 990-EZ (2019)

Key West Little Conch Baseball Form 990-EZ (2019) 65-0643805 Part II Balance Sheets (see the instructions for Part II) Check if the organization used Schedule O to respond to any question in this Part II (A) Beginning of year (B) End of year 22 Cash, savings, and investments 22,603 5,043 22 0 23 Land and buildings 23 24 Other assets (describe in Schedule O) 0 24 5.043 25 Total assets 22,603 25 26 Total liabilities (describe in Schedule O) 0 0 26 22,603 5,043 27 Net assets or fund balances (line 27 of column (B) must agree with line 21) 27 Part III Statement of Program Service Accomplishments (see the instructions for Part III) Check if the organization used Schedule O to respond to any question in this Part III **Expenses** What is the organization's primary exempt purpose? (Required for section See Schedule O 501(c)(3) and 501(c)(4) Describe the organization's program service accomplishments for each of its three largest program services, organizations; optional for as measured by expenses. In a clear and concise manner, describe the services provided, the number of others.) persons benefited, and other relevant information for each program title. 28 Provide recreational options for youth baseball leagues and instruction. 19,400) If this amount includes foreign grants, check here 153,160 (Grants \$ 29 ) If this amount includes foreign grants, check here 29a (Grants \$ (Grants \$ ) If this amount includes foreign grants, check here 30a 31 Other program services (describe in Schedule O) ) If this amount includes foreign grants, check here 153,160 32 Total program service expenses (add lines 28a through 31a) 32 List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated -- see the instructions for Part IV) Part IV Check if the organization used Schedule O to respond to any question in this Part IV (d) Health benefits, contributions to employee benefit plans, and (c) Reportable (b) Average compensation (Forms W-2/1099-MISC) (e) Estimated amount of (a) Name and title hours per week devoted to position other compensation (if not paid, enter -0-) deferred compensation Dana Vega Secretary 0.00 0 0 0 Osbaldo Hernandez President 0.00 0 0 0 Heather Roberts Treasurer 0.00 0 0 0

65-0643805

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V. Yes No Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a 33 detailed description of each activity in Schedule O 33 X Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the X change on Schedule O. See instructions 34 35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)? X 35a If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O b Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III X Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets 36 during the year? If "Yes," complete applicable parts of Schedule N 36 X Enter amount of political expenditures, direct or indirect, as described in the instructions \_\_\_\_\_ > 37a 37a Did the organization file Form 1120-POL for this year? X Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were 38a X any such loans made in a prior year and still outstanding at the end of the tax year covered by this return? If "Yes," complete Schedule L, Part II, and enter the total amount involved 38b Section 501(c)(7) organizations. Enter: 39 a Initiation fees and capital contributions included on line 9 39a Gross receipts, included on line 9, for public use of club facilities Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: 40a section 4911 ▶ ; section 4912 ▶ ; section 4955 ▶ Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year X that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I 40b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T X List the states with which a copy of this return is filed **None** 42a The organization's books are in care of ▶ Heather Roberts Telephone no. ▶ 305-295-2900 3111 Northside Drive Located at ▶ Key West FL Yes No b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? X 42b If "Yes," enter the name of the foreign country ▶ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). X c At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 — Check here 43 and enter the amount of tax-exempt interest received or accrued during the tax year Yes No 44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be X completed instead of Form 990-EZ 44a Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be X completed instead of Form 990-EZ Did the organization receive any payments for indoor tanning services during the year? X If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O 45a Did the organization have a controlled entity within the meaning of section 512(b)(13)? X 45a Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of X Form 990-EZ. See instructions .....

| Form   | 990-E  | Z (2019)                              | Key                 | West              | Little            | Conc           | h Basebal                             | 1           | 65-06              | 43805        |               |                     |                      | Р         | age 4  |
|--------|--------|---------------------------------------|---------------------|-------------------|-------------------|----------------|---------------------------------------|-------------|--------------------|--------------|---------------|---------------------|----------------------|-----------|--------|
| 46     | Did    | the orga                              |                     |                   |                   |                | campaign activitie                    |             |                    |              |               |                     |                      | Yes       | No     |
|        |        | _                                     | _                   | • •               |                   | •              | C, Part I                             |             |                    |              |               |                     | 46                   |           | X      |
| Pa     | rt VI  | S                                     | ection 501          | 1(c)(3) O         | rganization       | s Only         |                                       |             |                    |              |               |                     |                      |           |        |
|        |        |                                       |                     | 01(c)(3) or       | ganizations n     | nust ansv      | ver questions 47                      | –49b ar     | nd 52, and cor     | nplete the   | tables f      | or lines            |                      |           |        |
|        |        |                                       | and 51.             | organizatio       | on used Sche      | adule O to     | respond to any                        | auestic     | on in this Part    | \/I          |               |                     |                      |           |        |
|        |        |                                       | TICCK II LITE C     | Jigariizatic      | on used Conc      | duic O id      | respond to any                        | questic     | m m ans ran        | VI           |               |                     |                      | Yes       | No     |
| 47     | Did    | the orga                              | nization enga       | age in lobby      | ying activities o | or have a s    | section 501(h) elec                   | tion in et  | ffect during the f | ax           |               |                     |                      | 163       |        |
|        |        |                                       | s," complete :      |                   |                   |                |                                       |             |                    |              |               |                     |                      |           | X      |
| 48     |        |                                       |                     |                   |                   |                | )(A)(ii)? If "Yes," c                 |             |                    |              |               |                     |                      |           | X      |
| 49a    |        |                                       |                     |                   |                   |                | haritable related o                   | rganizatio  | on?                |              |               |                     |                      |           | X      |
| b      |        |                                       |                     | -                 | n a section 52    | -              |                                       |             |                    |              |               |                     | 49b                  |           |        |
| 50     |        | •                                     |                     | -                 | _                 | -              | nsated employees                      | •           |                    |              |               | кеу                 |                      |           |        |
|        | emp    | loyees)                               | wno each red        | ceived more       | e than \$100,00   | JU of comp     | ensation from the                     |             | Reportable         |              | th benefits   |                     |                      |           |        |
|        |        | (;                                    | a) Name and ti      | itle of each e    | employee          |                | hours per week<br>devoted to position | 00          | mpensation         | contribution |               | yee (e)             | Estimate<br>ther con |           |        |
| No     | one    | <u>.</u> § .                          |                     | . 12.2            |                   | 3.8            |                                       |             |                    |              |               |                     |                      |           |        |
| ss.    | 513    | · · · · · · · · · · · · · · · · · · · |                     |                   |                   | sa.s.          |                                       |             |                    |              |               |                     |                      |           |        |
| 5      | 100 E  | ğ <u></u>                             |                     |                   |                   | as.s           |                                       |             |                    |              |               |                     |                      |           |        |
| ·4:3   | 92752  | e readi                               |                     |                   |                   | şş.z           |                                       |             |                    |              |               |                     |                      |           |        |
| 15. 5  | S. 15. | · · · · · · · · · · · · · · · · · · · |                     |                   |                   | a              |                                       |             |                    |              |               |                     |                      |           |        |
| f      | Tota   | l numbe                               | r of other em       | ployees pa        | aid over \$100,0  | 000            |                                       | rere        | <b>&gt;</b>        |              | _             |                     |                      |           |        |
| 51     |        |                                       |                     |                   |                   |                | nsated independer                     |             | ctors who each     | received m   | ore than      |                     |                      |           |        |
|        | \$100  | 0,000 of                              | compensatio         | n from the        | organization. I   | f there is r   | none, enter "None.                    |             |                    |              |               |                     |                      |           | _      |
|        |        | (a)                                   | Name and bus        | iness addres      | ss of each indep  | endent conf    | ractor                                |             | <b>(b)</b> Typ     | e of service |               | (с                  | Compe                | nsation   |        |
| No     | ne     |                                       |                     |                   | g.ap. a.e         | gere. s        |                                       |             |                    |              |               |                     |                      |           |        |
|        |        | 5.0                                   | 2 K E               | 8.0. 8.80         | 8.8               |                | 58v.                                  |             |                    |              |               |                     |                      |           |        |
|        | 2.5    | 8.0                                   | 7.18.8              |                   |                   |                |                                       |             |                    |              |               |                     |                      |           |        |
| 8.     | \$     |                                       |                     |                   | 2.13.14.19.44.15  |                | 7, 15, 114                            |             |                    |              |               |                     |                      |           |        |
| ¥ E-   |        | 8-6-9                                 |                     | . 15.124. 15.14.  | . %               |                | 5, 5, 7, 8, 7, 864.                   | ûr. 10 .    |                    |              |               |                     |                      |           |        |
| * E    |        |                                       | 5 5 1 5 5 1 5       | ត្ត នេះគ <i>ង</i> |                   |                | 2.0.2.2.2.2.2                         |             |                    |              |               |                     |                      |           |        |
| d      |        |                                       |                     | •                 |                   |                | g over \$100,000                      |             |                    |              |               |                     |                      |           |        |
| 52     |        |                                       |                     |                   |                   |                | 501(c)(3) organiz                     |             | ust attach a       |              |               | Г                   | X Yes                |           | М.,    |
| la da  |        |                                       |                     |                   |                   |                | ing accompanying s                    |             |                    |              | nt of way les |                     |                      |           | No     |
| rue, d | orrect | , and cor                             | nplete. Declara     | that I have       | arer (other than  | officer) is ba | ased on all information               | on of which | sh preparer has ar | y knowledge  | e.            | lowledge            | ario Delle           | ii, ii is |        |
| Sign   |        |                                       | Signature of office |                   |                   |                |                                       |             | Da                 | to           |               |                     |                      |           |        |
| _      | - 1    |                                       | Heathe              |                   | perts             |                |                                       |             | Treasure           |              |               |                     |                      |           |        |
| Here   |        | P :                                   | Type or print nam   |                   |                   |                |                                       |             |                    |              |               |                     |                      |           |        |
|        |        | Print/Ty                              | pe preparer's na    | me                |                   | Prep           | parer's signature                     |             |                    | Date         |               | head                | PTIN                 |           |        |
| Paid   |        | Chris                                 | tian M Zu           | elch              |                   | Chr            | istian M Zuel                         | ch          |                    | 11/          |               | heck<br>elf-employe | .                    | 22493     | 3      |
|        | arer   |                                       |                     |                   | h & Zue           |                |                                       |             |                    | /.           | Firm's EIN    | <b>4</b>            | 6-28                 |           |        |
|        | Only   |                                       |                     |                   | Northsi           |                |                                       |             |                    |              |               |                     |                      |           |        |
|        |        |                                       |                     |                   | est, FL           |                | 40-8013                               |             |                    |              | Phone no.     | 305                 | -295                 | -290      | 00     |
| Мау    | the IF | RS discu                              |                     |                   |                   |                | ee instructions                       |             |                    |              |               | <b></b>             | XY                   | es        | No     |
|        |        |                                       |                     |                   |                   |                |                                       |             |                    |              |               | F                   | orm 99               | 0-EZ      | (2019) |

#### SCHEDULE A (Form 990 or 990-EZ)

Department of the Treasury Internal Revenue Service

Name of the organization

# **Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

2019

Open to Public Inspection

▶ Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

Key West Little Conch Baseball

Employer identification number 65-0643805

League Inc Reason for Public Charity Status (All organizations must complete this part.) See instructions. The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.) 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i). 2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).) 3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii). A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.) A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v). An organization that normally receives a substantial part of its support from a governmental unit or from the general public 7 described in section 170(b)(1)(A)(vi). (Complete Part II.) A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.) An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or ..... An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions-subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.) An organization organized and operated exclusively to test for public safety. See section 509(a)(4). 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes 12 of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g. Type I. A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B. Type II. A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C. Type III functionally integrated. A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E. Type III non-functionally integrated. A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V. Check this box if the organization received a written determination from the IRS that it is a Type II, Type III, Type III, functionally integrated, or Type III non-functionally integrated supporting organization. Enter the number of supported organizations Provide the following information about the supported organization(s). (i) Name of supported (ii) EIN (iii) Type of organization (iv) is the organization (v) Amount of monetary (vi) Amount of organization (described on lines 1-10 listed in your governing support (see other support (see above (see instructions)) document? instructions) instructions) Yes (A) (B) (C) (D) (E) Total

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

| Sec  | tion A. Public Support  |                                       |                     |                      |                             |          |        |               |
|------|---|---------------------------------------|---------------------|----------------------|-----------------------------|----------|--------|---------------|
| Cale | ndar year (or fiscal year beginning in)   | (a) 2015                              | <b>(b)</b> 2016     | (c) 2017             | (d) 2018                    | (e) 2019 | 9      | (f) Total     |
| 1    | Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")  |                                       |                     |                      | 34,500                      |          |        | 34,500        |
| 2    | Tax revenues levied for the organization's benefit and either paid to or expended on its behalf   |                                       |                     |                      |                             |          |        |               |
| 3    | The value of services or facilities furnished by a governmental unit to the organization without charge   |                                       |                     |                      |                             |          |        |               |
| 5    | Total. Add lines 1 through 3  The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) |                                       |                     |                      | 34,500                      |          |        | 34,500        |
| 6_   | Public support. Subtract line 5 from line 4   |                                       |                     |                      |                             |          |        | 34,500        |
| _    | tion B. Total Support   |                                       |                     |                      |                             |          |        |               |
| Cale | ndar year (or fiscal year beginning in)   | (a) 2015                              | <b>(b)</b> 2016     | (c) 2017             | (d) 2018                    | (e) 2019 |        | (f) Total     |
| 7    | Amounts from line 4   |                                       |                     |                      | 34,500                      |          |        | 34,500        |
| 8    | Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources   |                                       |                     |                      |                             |          |        |               |
| 9    | Net income from unrelated business activities, whether or not the business is regularly carried on  |                                       |                     |                      |                             |          |        |               |
| 10   | Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)   |                                       |                     |                      |                             |          |        |               |
| 11   | Total support. Add lines 7 through 10   |                                       |                     |                      |                             |          |        | 34,500        |
| 12   | Gross receipts from related activities, etc.  | (see instructions)                    |                     |                      |                             | 80.5     | 12     | 127,000       |
| 13   | First five years. If the Form 990 is for the  |                                       |                     |                      |                             |          |        |               |
|      | organization, check this box and stop here  |                                       |                     |                      |                             |          |        | b             |
| Sec  | tion C. Computation of Public Su  |                                       |                     |                      |                             |          |        |               |
| 14   | Public support percentage for 2019 (line 6,   | column (f) divided                    | d by line 11, colum | n (f))               |                             |          | 14     | 100.00%       |
| 15   | Public support percentage from 2018 Sche  |                                       |                     |                      |                             |          | 15     | 100.00%       |
| 16a  | 33 1/3% support test-2019. If the organi  | zation did not che                    | ck the box on line  | 13, and line 14 is   | 33 1/3% or more, ch         | eck this |        |               |
|      | box and stop here. The organization quali   | fies as a publicly                    | supported organiza  | ition                |                             |          | 8.35.2 | <b>&gt;</b> 🗓 |
| b    | 33 1/3% support test-2018. If the organi  |                                       |                     |                      |                             |          |        |               |
|      | this box and stop here. The organization of   |                                       |                     |                      |                             |          | 33.2   |               |
| 17a  | 10%-facts-and-circumstances test-201  | <ol><li>If the organization</li></ol> | on did not check a  | box on line 13, 16   | Sa, or 16b, and line 1      | 14 is    |        |               |
|      | 10% or more, and if the organization meet   | s the "facts-and-c                    | ircumstances" test, | check this box ar    | nd <b>stop here.</b> Explai | n in     |        |               |
|      | Part VI how the organization meets the "fa  | icts-and-circumsta                    | nces" test. The oro | ganization qualifies | as a publicly suppo         | orted    |        |               |
|      | organization  |                                       |                     |                      |                             |          |        | ,             |
| b    | 10%-facts-and-circumstances test—201  | _                                     |                     |                      |                             | line     |        |               |
|      | 15 is 10% or more, and if the organization  |                                       |                     |                      | -                           |          |        |               |
|      | Explain in Part VI how the organization me  | ets the "facts-and                    | l-circumstances" te | st. The organization | on qualifies as a pub       | licly    |        | . —           |
|      |   |                                       |                     |                      |                             |          |        |               |
| 18   | Private foundation. If the organization did   | not check a box                       | on line 13, 16a, 16 | b, 17a, or 17b, che  | eck this box and see        |          |        | , $\Box$      |
|      | instructions  |                                       |                     |                      |                             |          | 9.9    | .gg 🏲 🗀       |

Page 3

|          |             |             | 4             |              |         |           |
|----------|-------------|-------------|---------------|--------------|---------|-----------|
| Part III | Support Sch | edule for C | Organizations | Described in | Section | 509(a)(2) |

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.) If the organization fails to qualify under the tests listed below, please complete Part II.)

| Sec       | tion A. Public Support   | duality diluci d    | TIC LOSIO IIOLOGIA    | olow, ploado (        | ompioto i are ii    | •/       |          |                |
|-----------|--|---------------------|-----------------------|-----------------------|---------------------|----------|----------|----------------|
|           | ndar year (or fiscal year beginning in)  | (a) 2015            | (b) 2016              | (c) 2017              | (d) 2018            | (e) 2019 |          | (f) Total      |
| 1         | Gifts, grants, contributions, and membership fees  | (-),                | \.,\.,\               | X-7                   | (-,                 | 1.6      |          | (7)            |
|           | received. (Do not include any "unusual grants.")   |                     |                       |                       |                     |          |          |                |
| 2         | Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose |                     |                       |                       |                     |          |          |                |
| 3         | Gross receipts from activities that are not an unrelated trade or business under section 513   |                     |                       |                       |                     |          |          |                |
| 4         | Tax revenues levied for the organization's benefit and either paid to or expended on its behalf  |                     |                       |                       |                     |          |          |                |
| 5         | The value of services or facilities furnished by a governmental unit to the organization without charge  |                     |                       |                       |                     |          |          |                |
| 6         | Total. Add lines 1 through 5   | 1                   |                       |                       |                     |          | +        |                |
| 7a        | Amounts included on lines 1, 2, and 3 received from disqualified persons   |                     |                       |                       |                     |          |          |                |
| b         | Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year           |                     |                       |                       |                     |          |          |                |
| с<br>8    | Add lines 7a and 7b  Public support. (Subtract line 7c from  |                     |                       |                       |                     |          |          |                |
| Sec       | tion B. Total Support  |                     | 7                     |                       |                     |          |          |                |
|           | ndar year (or fiscal year beginning in)  | (a) 2015            | <b>(b)</b> 2016       | (c) 2017              | (d) 2018            | (e) 2019 | $\neg$   | (f) Total      |
| 9         | Amounts from line 6  | (a) 2010            | (5) 2010              | (0) 2017              | (4) 2010            | (6) 2010 |          | (1) 10101      |
| 10a       | Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources  |                     |                       |                       |                     |          |          |                |
| b         | Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975  |                     |                       |                       |                     |          |          |                |
| С         | Add lines 10a and 10b  |                     |                       |                       |                     |          | +        |                |
| 11        | Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on  |                     |                       |                       |                     |          |          |                |
| 12        | Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)  |                     |                       |                       |                     |          |          |                |
| 13        | Total support. (Add lines 9, 10c, 11, and 12.)   |                     |                       |                       |                     |          |          |                |
| 14        | First five years. If the Form 990 is for the   | organization's firs | t, second, third, for | ırth, or fifth tax ye | ar as a section 501 | (c)(3)   |          |                |
|           | organization, check this box and stop here   |                     |                       |                       |                     |          |          | <u>≘aa</u> ▶ ∐ |
|           | tion C. Computation of Public Su   |                     |                       |                       |                     |          |          |                |
| 15        | Public support percentage for 2019 (line 8,  |                     |                       |                       |                     |          |          | %              |
| 16        | Public support percentage from 2018 Sched  |                     |                       |                       |                     | 1        | 5        | %              |
|           | tion D. Computation of Investmer   |                     |                       |                       |                     | 1 4      | 7        |                |
| 17        | Investment income percentage for 2019 (lin   |                     | III. P 47             |                       |                     | 4        |          | %              |
| 18<br>10- | Investment income percentage from 2018 S   |                     |                       |                       | more than 22 1/39   |          | <b>5</b> | %              |
| 19a       | 33 1/3% support tests—2019. If the organ 17 is not more than 33 1/3%, check this box   |                     |                       |                       |                     |          |          | ▶ □            |
| b         | 33 1/3% support tests—2018. If the organ   | •                   | -                     |                       |                     |          |          | 2112 12 1 P    |
| IJ        | line 18 is not more than 33 1/3%, check this   |                     |                       |                       |                     |          |          | ▶ □            |
| 20        | Private foundation. If the organization did  | •                   | _                     |                       |                     | -        |          |                |

# Schedule A (Form 990 or 990-EZ) 2019 Key Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

#### Section A. All Supporting Organizations

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).
- 3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.
- b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.
- c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.
- 4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.
- b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.
- c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.
- Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).
- b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
- c Substitutions only. Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).
- 9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.
- b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.
- Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.
- Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.
- b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)

|    | Y.      |
|----|---------|
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| 11 |         |
|    | or 990- |

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a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or

Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.

trustees of each of the supported organizations? Provide details in Part VI.

3a

| Schedul | e A (Form 990 or 990-EZ) 2019 Key West Little Conch Baseba                                    | <u>att</u> | 65-06438                       | Page 6                         |
|---------|---|------------|--------------------------------|--------------------------------|
| Part    | Type III Non-Functionally Integrated 509(a)(3) Supporting Organization                        | aniza      | tions                          |                                |
| 1       | Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov  | . 20, ·    | 1970 (explain in Part VI). Se  | e                              |
| /       | instructions. All other Type III non-functionally integrated supporting organizations must    | comp       | lete Sections A through E.     |                                |
| Secti   | on A - Adjusted Net Income  |            | (A) Prior Year                 | (B) Current Year<br>(optional) |
| 1       | Net short-term capital gain   | 1          |                                |                                |
| 2       | Recoveries of prior-year distributions  | 2          |                                |                                |
| 3       | Other gross income (see instructions)   | 3          |                                |                                |
| 4       | Add lines 1 through 3.  | 4          |                                |                                |
| 5       | Depreciation and depletion  | 5          |                                |                                |
| 6       | Portion of operating expenses paid or incurred for production or                              |            |                                |                                |
| coll    | ection of gross income or for management, conservation, or                                    |            |                                |                                |
| mai     | intenance of property held for production of income (see instructions)                        | 6          |                                |                                |
| 7       | Other expenses (see instructions)   | 7          |                                |                                |
| 8       | Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)                                  | 8          |                                |                                |
| Secti   | on B - Minimum Asset Amount   |            | (A) Prior Year                 | (B) Current Year<br>(optional) |
| 1       | Aggregate fair market value of all non-exempt-use assets (see                                 |            |                                |                                |
| inst    | ructions for short tax year or assets held for part of year):                                 |            |                                |                                |
|         | a Average monthly value of securities   | 1a         |                                |                                |
|         | b Average monthly cash balances   | 1b         |                                |                                |
|         | c Fair market value of other non-exempt-use assets  | 1c         |                                |                                |
|         | d Total (add lines 1a, 1b, and 1c)  | 1d         |                                |                                |
|         | e Discount claimed for blockage or other  |            |                                |                                |
|         | factors (explain in detail in Part VI):   |            |                                |                                |
| 2       | Acquisition indebtedness applicable to non-exempt-use assets                                  | 2          |                                |                                |
| 3       | Subtract line 2 from line 1d.   | 3          |                                |                                |
| 4       | Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount,                  |            |                                |                                |
| see     | instructions).  | 4          |                                |                                |
|         | Net value of non-exempt-use assets (subtract line 4 from line 3)                              | 5          |                                |                                |
| 6       | Multiply line 5 by .035.  | 6          |                                |                                |
| 7       | Recoveries of prior-year distributions  | 7          |                                |                                |
| 8       | Minimum Asset Amount (add line 7 to line 6)   | 8          |                                |                                |
| Section | on C - Distributable Amount   |            |                                | Current Year                   |
| 1       | Adjusted net income for prior year (from Section A, line 8, Column A)                         | 1          |                                |                                |
|         | Enter 85% of line 1.  | 2          |                                |                                |
|         | Minimum asset amount for prior year (from Section B, line 8, Column A)                        | 3          |                                |                                |
|         | Enter greater of line 2 or line 3.  | 4          |                                |                                |
|         | Income tax imposed in prior year  | 5          | ARL XELLER                     |                                |
| 6       | Distributable Amount. Subtract line 5 from line 4, unless subject to                          |            |                                |                                |
|         | ergency temporary reduction (see instructions).   | 6          |                                |                                |
| 7       | Check here if the current year is the organization's first as a non-functionally integrated T | ype II     | Il supporting organization (se | ee                             |
|         |   |            | ,                              |                                |

instructions).

Schedule A (Form 990 or 990-EZ) 2019

a Excess from 2015

**c** Excess from 2017 **d** Excess from 2018 **e** Excess from 2019

**b** Excess from 2016 ......

| Part VI                                  | Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.) |
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SCHEDULE O (Form 990 or 990-EZ)

# Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

2019

Department of the Treasury Internal Revenue Service

Name of the organization ► Attach to Form 990 or 990-EZ.

► Go to www.irs.gov/Form990 for the latest information.

Key West Little Conch Baseball

Open to Public Inspection

Employer identification number

65-0643805 League Inc Form 990-EZ, Part I, Line 16 - Other Expenses Description Amount Expenses 24,500 Uniforms 3,000 Equipment 7,200 Baseballs Insurance 5,400 1,020 Babe Ruth Fees 600 Advertising 13,500 Umpires Scorekeepers 8,900 1,000 Office Supplies 800 Banners Allstar Expense 25,000 2,400 Trophies 3,000 Scholarships 90 Dues Petty Cash 1,350 Baseball Camp 5,000 30,500 Concession Expenses Total \$ 133,260 Form 990-EZ, Part III - Primary Exempt Purpose To provide the community with recreational options for youth baseball leagues and instruction.

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



# (Step 3 of 3) Thank you for your payment.

# Please print this receipt and keep it for your records.

Tracking Number:

9226976246CC

Document Number:

N96000003305

Payment Amount:

\$70.00

Receipt Number:

3772545302

Transaction Date:

01/05/2020 02:25 PM

Payment Type:

VISA

Account Number:

\*8668

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



# (Step 3 of 3) Thank you for your payment.

# Please print this receipt and keep it for your records.

Tracking Number:

0142842974CC

Document Number:

N96000003305

Payment Amount:

\$70.00

Receipt Number:

3796422106

Transaction Date:

01/10/2021 09:33 PM

Payment Type:

VISA

**Account Number:** 

\*8668

Chartering Page 1 of 2

2021 CHARTER



PENDING PAYMENT

League Name: KEY WEST

LITTLE CONCH BABE RUTH LEAGUE

Request ID:106

Invoice Number:2021-53720

League Address:2809

Venetian Drive

City, State, Zip: Key West

Florida, 33040

# **Babe Ruth League Charter Fees**

Your SI Play discount is reflected in the prices below

| Item Description   | Item Quantity | Cost         |
|--------------------|---------------|--------------|
| Major / 70         | 4             | \$80.00      |
| Minor              | 4             | \$60.00      |
| Rookie             | 4             | \$60.00      |
| T-Ball             | 8             | \$120.00     |
| 13-15              | 4             | \$80.00      |
| Baseball Rule Book | 30            | \$105.00     |
| Inspirations Shirt | 1             | \$19.95      |
| •                  | 1             | (\$529.95)   |
|                    | 1             | (\$4,630.00) |

Initial Balance \$0.00 Total Charges \$524.95 Amount Due \$524.95

to use information from your

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

Please enclose a check made out to **Babe Ruth League Inc** for the amount of \$524.95 along with a printed copy of this invoice to:

**Babe Ruth League International Headquarters** 1670 Whitehorse-Mercerville Road Hamilton, NJ 08619 Chartering Page 2 of 2

#### K&K Insurance Fees

League Name: KEY WEST LITTLE CONCH BABE RUTH LEAGUE

Request ID:106

Invoice Number: 2021-53720

League Address: 2809 Venetian Drive City. State. Zip: Key West Florida, 33040

| Subdivision | Team Count | Accident | Liability 1 | Liability 2 |
|-------------|------------|----------|-------------|-------------|
| Major / 70  | 4          | \$168.00 | \$0.00      | \$572.00    |
| Minor       | 4          | \$132.00 | \$0.00      | \$264.00    |
| Rookie      | 4          | \$132.00 | \$0.00      | \$264.00    |
| T-Ball      | 8          | \$264.00 | \$0.00      | \$528.00    |
| 13-15       | 4          | \$484.00 | \$0.00      | \$572.00    |

Total Accident \$1,180.00 Total Liability 1 \$0.00

Total Liability 1 \$2,200.00

D&O Insurance Total Premium \$550.00

Equipment and Contents Insurance Total Premium \$450.00

Crime and Fidelity Total Premium \$250.00

Amount Due \$4,630.00

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

Please enclose a check made out to K&K INSURANCE GROUP for the amount of \$4,630.00 and mail the check with a copy of this invoice to:

# **Babe Ruth League International Headquarters**

1670 Whitehorse-Mercerville Road Hamilton, NJ 08619

# **Payment Pending**

You've submitted an e-check payment for this invoice already. Payment is pending and may take up to 48 hours to process depending on your financial institution. You will be notified via email once processing is complete.

# Your e-check payment was successful! You may print this page for your records. Your confirmation is below:

Charter Confirmation: 42472598124 Insurance Confirmation: 62817547606

**Note:** You will receive email confirmation within the next 24 hours of the completion of processing for your league as well as availability of insurance certificates if applicable.



# **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

1/27/2021

| ADDITIONAL INTEREST NA<br>COVERAGE AFFORDED BY         | MED BELOW  | RANCE IS ISSUED AS A MA<br>W. THIS EVIDENCE DOES N<br>HES BELOW. THIS EVIDENCE<br>PRESENTATIVE OR PRODUC | OT AFFITMATTIVEL<br>E OF INSURANCE I | Y OR NEGATIVE                           | LY AMENI     | D, EXTEND OR ALTER THE |  |  |  |
|--|--|--|--------------------------------------|---|--------------|------------------------|--|--|--|
| AGENCY   | PHONE  | : 1-800-441-3994   | COMPANY                              |   |              |                        |  |  |  |
| K&K Insurance Group                                    | (AVC, NO, EXT)   | : 1-600-441-3994   |                                      |   |              |                        |  |  |  |
| 1712 Magnavox Way                                      |  |  | National Casualty Insurance Company  |   |              |                        |  |  |  |
| PO Box 2338  |  |  | National Gasa                        | National dastalty insurance company     |              |                        |  |  |  |
| Fort Wayne IN 46801-233                                | 8  |  |                                      |   |              |                        |  |  |  |
| FAX<br>(A/C, No): 1-260-459-5120                       | E-MAIL<br>ADDRESS: (   | Cheryl.Pettibone@kandkinsurance.com  |                                      |   |              |                        |  |  |  |
| CODE:  |  | SUB CODE:  |                                      |   |              |                        |  |  |  |
| AGENCY<br>CUSTOMER ID#:                                |  |  |                                      |   |              |                        |  |  |  |
| INSURED  |  |  | LOAN NUMBER                          |   | POLICY NU    | MDED                   |  |  |  |
| MOOKED   |  |  | EOAN NOMBER                          |   |              | 00008581200            |  |  |  |
| KEY WI   | ESTLITTLE  | CONCH BABE RUTH LEAGUE   | EFFECTIVE DATE                       | EXPIRATION DAT                          | re           | CONTINUED UNTIL        |  |  |  |
|  | enetian Drive  |  | 02/01/2021                           | 02/01/2022                              | J            | TERMINATED IF CHECKED  |  |  |  |
| Key We   | st, FL, 330  | 40   | THIS REPLACES PR                     | IOR EVIDENCE DATED:                     |              |                        |  |  |  |
|  |  |  |                                      | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |              |                        |  |  |  |
| PROPERTY INFORMATION                                   |  |  |                                      |   |              |                        |  |  |  |
| LOCATION/DESCRIPTION                                   |  |  |                                      |   |              |                        |  |  |  |
| Various Locations                                      |  |  |                                      |   |              |                        |  |  |  |
| Various Essansins                                      |  |  |                                      |   |              |                        |  |  |  |
| ANY REQUIREMENT, TERM OR MAY BE ISSUED OR MAY PERT     | THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |  |                                      |   |              |                        |  |  |  |
| COVERAGE INFORMATION                                   | F  | PERILS INSURED BASIC   | BROA                                 | D X SPE                                 | CIAL         |                        |  |  |  |
|  | COVERAG  | E / PERILS / FORMS   |                                      | AMOUNT OF INSU                          | JRANCE       | DEDUCTIBLE             |  |  |  |
| Unscheduled Miscellaneou                               | s Equipmer   | nt   |                                      | \$15                                    | 5,000.00     |                        |  |  |  |
| REMARKS (Including Specia                              | I Conditions   | 5)   |                                      |   |              |                        |  |  |  |
| Items Valued Over \$5,000: FME  Deductible: \$1,000.00 | - \$.00, SE \$5  | ,000.00, CSE \$10,000.00, PSU \$.0   | ю,                                   |   |              |                        |  |  |  |
|  |  |  |                                      |   |              |                        |  |  |  |
| CANCELLATION   |  |  |                                      |   |              |                        |  |  |  |
|  |  | CRIBED POLICIES BE CANC  | ELLED BEFORE TH                      | IE EXPIRATION D                         | ATE THE      | REOF, NOTICE WILL BE   |  |  |  |
| DELIVERED IN ACCORDA                                   | NCE WITH   | THE POLICY PROVISIONS.   |                                      |   |              |                        |  |  |  |
| ADDITIONAL INTEREST                                    |  |  |                                      |   |              |                        |  |  |  |
| NAME AND ADDRESS                                       |  |  | ADDITIONAL INSURE                    | D LENDER                                | 'S LOSS PAYA | ABLE LOSS PAYEE        |  |  |  |
|  |  |  | 1                                    |   |              |                        |  |  |  |
|  |  |  | LOAN#                                |   |              |                        |  |  |  |
| EVIDENCE OF COVERAG                                    | E  |  |                                      |   |              |                        |  |  |  |
|  |  |  | AUTHORIZED REPRESE                   |   | ott          | huhul                  |  |  |  |
|  |  |  |                                      |   |              |                        |  |  |  |

# **ACORD™**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2021

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

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

| this certificate uses not comer rights to | the certificate holder in hea or s | uch endorseme                                       | iit(s).                 |          |       |  |
|---|------------------------------------|---|-------------------------|----------|-------|--|
| PRODUCER                                  |                                    |   |                         |          |       |  |
| K&K INSURANCE GROUP, INC.                 |                                    | CONTACT<br>NAME:                                    | Cheryl Pettibone        |          |       |  |
| 1712 MAGNAVOX WAY<br>PO BOX 2338          |                                    | PHONE<br>(A/C, No. Ext);                            | 800-736-7358            | 953-2873 |       |  |
| FORT WAYNE IN 46801                       |                                    | E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com |                         |          |       |  |
| INSURED                                   |                                    |   | INSURER(S) AFFORDING CO | OVERAGE  | NAIC# |  |
|   | MEMBER NO:                         | INSURER A: Natio                                    | 23787                   |          |       |  |
| VEV WEST LITTLE CONCURAGE DUT             | LLEACHE                            | INSURER B: Natio                                    | 66869                   |          |       |  |
| KEY WEST LITTLE CONCH BABE RUTH           | LEAGUE                             | INSURER C:  |                         |          |       |  |
| DBA: Key West Little Conch Baseball       |                                    | INSURER D:  |                         |          |       |  |
| 2809 Venetian Drive                       |                                    | INSURER E:  |                         |          |       |  |
| Key West, FL, 33040                       |                                    | INSURER F:  |                         |          |       |  |
|   |                                    |   | DE1/1014                |          |       |  |

#### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE

ADDL SUB WWD POLICY NUMBER POLICY EFF (MM/DD/YYYY)

A CLAIMS-MADE X OCCUR

PREMISES (Ea occurrence) \$ 300,000

| A   |   | CLA                       | AIMS-    | MADE                           |                    | OCCUR                        |          |                                       | RPG0000031509700     | 02/01/2021<br>12:01 AM                 | 02/01/2022<br>12:01 AM | DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) |        | \$ 300,000<br>\$ 5,000 |                             |     |             |
|-----|---|---------------------------|----------|--------------------------------|--------------------|------------------------------|----------|---------------------------------------|----------------------|--|------------------------|--|--------|------------------------|-----------------------------|-----|-------------|
|     |   | -                         |          |                                | _                  | -                            |          |                                       |                      | 12:01 AW                               | 12,017411              | PERSONAL & ADV IN  |        | \$2,000,000            |                             |     |             |
|     | GEN   | L AGGRE                   | GATI     | ELIMIT                         | APP                | LIES PER:                    |          |                                       |                      |  |                        | GENERAL AGGREGA  | ΓΕ     | \$5,000,000            |                             |     |             |
|     |   | POLICY PROJECT LOC        |          |                                | POLICY PROJECT LOC |                              |          |                                       |                      |  |                        |  |        |                        | PRODUCTS-COMP/OF            | AGG | \$2,000,000 |
|     | OTHER:  |                           |          |                                | R:                 |                              |          |                                       |                      |  | PARTICIPANT LEGAL      | \$2,000,000  |        |                        |                             |     |             |
|     | AUTOMOBILE LIABILITY  |                           |          |                                |                    |                              |          |                                       |                      | COMBINED SINGLE LIMIT<br>(Ea Accident) |                        | \$1,000,000  |        |                        |                             |     |             |
|     | ANY AUTO  |                           | ANY AUTO |                                |                    |                              |          |                                       |                      | 02/01/2021                             |                        | BODILY INJURY (Per p   | erson) |                        |                             |     |             |
| A   | OWNED SCHEDULED AUTOS ONLY  |                           |          |                                | SCHEDULED          |                              |          | RPG0000031509700                      |                      | 02/01/2022<br>12:01 AM                 | BODILY INJURY (Per a   | ccident)   |        |                        |                             |     |             |
|     | х   | HIRED<br>AUTOS C          |          |                                | х                  | NON-OWNED<br>AUTOS ONLY      |          |                                       |                      | 12:01 AM                               |                        | PROPERTY DAMAGE (Per accident)                                     |        |                        |                             |     |             |
|     |   | 1101000                   |          |                                |                    | NO TOO GIVE!                 |          |                                       |                      |  |                        | T) or accidently   |        |                        |                             |     |             |
|     |   | UMBREL                    | LA L     | IAB                            | #                  | OCCUR                        |          |                                       |                      |  |                        | EACH OCCURRENCE  |        |                        |                             |     |             |
|     |   | EXCESS LIAB # CLAIMS-MADE |          | EXCESS LIAB # CLAIMS-MADE      |                    | CLAIMS-MADE                  |          |                                       |                      |  |                        | AGGREGATE  |        |                        |                             |     |             |
|     |   | DED                       |          | RETEN                          | OITV               | N                            |          |                                       |                      |  |                        |  |        |                        |                             |     |             |
|     |   | RKERS CO                  |          |                                |                    | Y/N                          |          |                                       |                      |  |                        | PER  | OTHER  |                        |                             |     |             |
|     | ANY   |                           | TOR/     | PARTN                          | ER/E               | EXECUTIVE                    |          |                                       |                      |  |                        | E.L. EACH ACCIDENT   |        |                        |                             |     |             |
|     | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below |                           |          | atory in NH)<br>describe under |                    |                              |          |                                       | E.L. DISEASE - EA EM | IPLOYEE                                |                        |  |        |                        |                             |     |             |
|     |   |                           |          |                                |                    | under<br>OF OPERATIONS below |          | ribe under<br>TON OF OPERATIONS below |                      |  |                        |  |        |                        | E.L. DISEASE - POLICY LIMIT |     |             |
|     |   |                           |          |                                |                    |                              |          |                                       | BAX0000031509800     | 02/01/2021                             | 02/01/2022             | Excess Medical   |        | \$250,000              |                             |     |             |
| l B | B PARTICIPANT ACCIDENT  |                           |          |                                |                    | BAAUUU0031509800             | 12:01 AM | 12:01 AM                              | AD&D                 |  | \$ 15,000              |  |        |                        |                             |     |             |

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

ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

| CERTIFICATE HOLDER   | CANCELLATION  |  |  |
|----------------------|---|--|--|
| Evidence of Coverage | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  |  |  |
|                      | Acott hundered Acott |  |  |



# **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

4/19/2021

| ADDITIONAL INTEREST NA   | MED BELOV            | V. THIS EVIDENCE<br>IES BELOW. THIS | E DOES NOT<br>EVIDENCE (              | AFFITMATTIVELY OF INSURANCE DO                      | OR NEGATIVE        | LY AN                 | FERS NO RIGHTS UPON THE<br>MEND, EXTEND OR ALTER THE<br>E A CONTRACT BETWEEN THE |
|--|----------------------|-------------------------------------|---------------------------------------|---|--------------------|-----------------------|--|
| AGENCY   | PHONE                | 1-800-441-3994                      |                                       | COMPANY   |                    |                       |  |
| K&K Insurance Group  | (AVC, NO, EXI)       | 1-000-441-3334                      |                                       | 1   |                    |                       |  |
| 1712 Magnavox Way  |                      |                                     |                                       | National Casual                                     | Ity Insurance Co   | mnar                  | nv   |
| PO Box 2338  |                      |                                     |                                       | Tradional Gasaa                                     | ity inicaranico oc | mpai                  | • •  |
| Fort Wayne IN 46801-233  | 8                    |                                     |                                       |   |                    |                       |  |
| FAX<br>(A/C, No): 1-260-459-5120   | E-MAIL<br>ADDRESS: C | heryl.Pettibone@kandkin             | surance.com                           |   |                    |                       |  |
| CODE:  |                      | SUB CODE:                           |                                       |   |                    |                       |  |
| AGENCY<br>CUSTOMER ID#:  |                      |                                     |                                       |   |                    |                       |  |
| INSURED  |                      |                                     |                                       | LOAN NUMBER   |                    | POLIC                 | CY NUMBER  |
|  |                      |                                     |                                       | KKO0000008581400                                    |                    | 0000008581400         |  |
| KEY WEST LITTLE CONCH  | I BABE RUT           | H LEAGUE                            |                                       | EFFECTIVE DATE                                      | EXPIRATION DAT     | E                     | CONTINUED UNTIL  |
| 2809 Venetian Drive<br>Key West, FL, 33040   |                      |                                     |                                       | 02/01/2022 TERMINATED IF CHECKED                    |                    | TERMINATED IF CHECKED |  |
| Ney West, TE, 33040  |                      |                                     |                                       | THIS REPLACES PRIOR EVIDENCE DATED:                 |                    |                       |  |
| PROPERTY INFORMATION   |                      |                                     |                                       |   |                    |                       |  |
| LOCATION/DESCRIPTION   |                      |                                     |                                       |   |                    |                       |  |
| Various Locations  |                      |                                     |                                       |   |                    |                       |  |
| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                      |                                     |                                       |   |                    |                       |  |
| COVERAGE INFORMATION   | Р                    | ERILS INSURED                       | BASIC                                 | BROAD   | SPEC               | CIAL                  |  |
|  | COVERAG              | E / PERILS / FORMS                  |                                       |   | AMOUNT OF INSU     | JRANCE                | DEDUCTIBLE   |
| Employee Theft  REMARKS (Including Special   | Conditions           |                                     |                                       |   |                    | \$25,0                | 00 \$500   |
| This covers only those 5 pe  |                      |                                     | "nositions"                           | decianated while s                                  | such person is e   | nasa                  | ed in league canctioned  |
| Activities:  | isons nsicu          | below notding the                   | positions (                           | uesignated write s                                  | sucii persori is e | nyayı                 | ed in league sanctioned  |
| President - Ozzie Hernandez<br>Secretary - Dana Vega<br>Treasurer - Heather Roberts<br>DOFO - Brent Bishop<br>Equipment Mgr - Greg MacLaren  |                      |                                     |                                       |   |                    |                       |  |
| CANCELLATION   |                      |                                     |                                       |   |                    |                       |  |
| SHOULD ANY OF THE AIDELIVERED IN ACCORDA   |                      |                                     |                                       | LED BEFORE THE                                      | EXPIRATION D       | ATE 1                 | THEREOF, NOTICE WILL BE  |
| ADDITIONAL INTEREST  |                      |                                     |                                       |   |                    |                       |  |
| NAME AND ADDRESS   |                      |                                     |                                       | ADDITIONAL INSURED LENDER'S LOSS PAYABLE LOSS PAYEE |                    |                       |  |
|  |                      |                                     |                                       | MORTGAGEE   |                    |                       |  |
| EVIDENCE OF COVERS :   | _                    |                                     | LO                                    | AN#   |                    |                       |  |
| EVIDENCE OF COVERAGE  AUTH   |                      |                                     | THORIZED REPRESENTATIVE  Acott huntil |   |                    |                       |  |

# NON-PROFIT ORGANIZATION DIRECTORS AND OFFICERS INCLUDING EMPLOYMENT PRACTICES LIABILITY CERTIFICATE OF INSURANCE

Certificate

ISSUED: 02/01/2021

Number: 32579

**AUTHORIZED AGENT:** 

K&K INSURANCE GROUP, INC.

**Company Affording Coverage:** 

NATIONWIDE MUTUAL INSURANCE COMPANY

THE COVERAGE SHOWN ON THIS CERTIFICATE IS CLAIMS MADE COVERAGE WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE COVERAGE PERIOD.

This Certificate of Insurance provides you (the Insured Member) with the insurance indicated below as part of Master Policy #DNO000031509900 issued to the Sports, Leisure and Entertainment RPG. This Certificate of Insurance together with the Master Policy Declarations, Coverage Form, Endorsements and Enrollment Form constitute the contract between the Insurer, the Organization and the Individual Insureds.

#### Item A. INSURED MEMBER/PARENT ORGANIZATION

KEY WEST LITTLE CONCH BABE RUTH LEAGUE 2809 Venetian Drive Key West, FL, 33040

ITEM B. COVERAGE PERIOD Effective: 02/01/2021 Expiration: 02/01/2022 (at 12:01 a.m. Standard Time at the address of the Parent Organization)

| ITEM C. LIMITS OF   | INSURANCE  | PREMIUM          |  |  |
|---|--|------------------|--|--|
| \$ <u>1,000,000</u>   | Limit of Liability  Maximum Aggregate Limit of Liability for each Policy Year: | \$500.00         |  |  |
| EXCLUDED  | Outside Service Coverage:  | EXCLUDED         |  |  |
| \$ 500  | Retention (Each Claim):  | INCLUDED         |  |  |
| EXCLUDED  | Medical Payments for Participants  | EXCLUDED         |  |  |
| EXCLUDED  | Directors and Officers: Volunteers:  |                  |  |  |
| EXOCOBED  | volunteers.  | EXCLUDED         |  |  |
|   | Total Premium Fully Earned at Inception:                                       | \$ <u>500.00</u> |  |  |
| NOTICES: ALL NOTICES REQUIRED TO BE GIVEN TO THE INSURER UNDER THIS COVERAGE SHALL BE ADDRESSED TO: |  |                  |  |  |
|   | K&K Insurance Group, Inc.  |                  |  |  |
| PO Box 2338, 1712 Magnavox Way  |  |                  |  |  |
|   | Fort Wayne, IN 46801   |                  |  |  |

| Ву: | Brott-burland                       |  |
|-----|-------------------------------------|--|
|     | AUTHORIZED REPRESENTATIVE SIGNATURE |  |



# Consumer's Certificate of Exemption

DR-14 R. 01/18

# Issued Pursuant to Chapter 212, Florida Statutes

| 85-8014821310C-9   | 04/30/2018     | 04/30/2023      | 501(C)(3) ORGANIZATION |
|--------------------|----------------|-----------------|------------------------|
| Certificate Number | Effective Date | Expiration Date | Exemption Category     |

This certifies that

KEY WEST LITTLE CONCH BASEBALL LEAGUE INC 3111 NORTHSIDE DR KEY WEST FL 33040-8001

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



# **Important Information for Exempt Organizations**

DR-14 R. 01/18

- 1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
- 2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.
- 3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
- 4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
- 5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
- 6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



# Little League Pledge

I TRUST IN GOD
I LOVE MY COUNTRY
AND WILL RESPECT ITS LAWS
I WILL PLAY FAIR
AND STRIVE TO WIN
BUT WIN OR LOSE
I WILL ALWAYS
DO MY BEST

# KEY WEST LITTLE CONCH BASEBALL LEAGUE CONSTITUTION

# Article 1

The name of the league shall be Key West Little Conch Baseball and shall consist of players 4-17 years of age.

#### Article 2

The purpose of this league is to develop and operate in conformity with and pursuant to the principles and rules and regulations enumerated by Key West Little Conch Baseball to provide a supervised, competitive baseball program for the youth of the community.

Key West Little Conch Baseball is a program of service to youth. It is geared to provide an outlet of healthful activity and training under good leadership in the atmosphere of wholesome community participation.

The league is dedicated to helping children become good and decent citizens. It strives to inspire them with a goal and to enrich their lives towards the day when they must take their places in the world. It establishes for them the fundamentals of teamwork and fair play.

# **Article 3**

The league shall operate in the Lower Florida Keys and Key West, Florida.

# **Article 4**

The League shall be governed by a Board of Directors as follows: Board of Directors/Members:

#### **Voting Members**

- 1. President
- 2. Vice-President
- 3. Treasurer
- 4. Secretary
- 5. TBall/6U League Director
- 6. 7/8 League Director
- 7. 9/10 League Director
- 8. 11/12 League Director
- 9. Pony League Director

#### **Non-Voting Members**

- 10. At-Large member City of Key West, Representative
- 11. At-Large member

## **Article 5**

Membership in the league is based upon the following criteria:

- 1. Completion of application for team membership (Sponsor, Manager and Coaches)
- Approval of the Board of Directors, whose function is to investigate to insure that individuals selected will fulfill the intent and objectives set forth in Article II, as well as follow league affiliated rules and protocol.
- 3. The Manager is responsible for the actions of the team and its Coaches.

#### **Article 6**

The League shall consist of the following standing committees:

- 1. Budget and Finance
- 2. Registration
- 3. Equipment\*\*
- 4. Sponsorship
- 5. Umpires/Scorekeepers
- 6. All-Stars
- 7. Rules

## Article 7

There shall be one annual meeting held the beginning of October each year. At this meeting the following business must be conducted by the current Board of Directors.

- 1. Final financial report to membership
- 2. Final equipment inventory must be turned in for each division and all equipment placed in storeroom.

<sup>\*\*</sup>All equipment will be checked in and out by League Directors.

- 3. Assignment of League Directors to serve the following year (October-September)
- 4. Old business and any other business that may legally come before the Board.

# **Article 8**

The Code of Conduct of the Key West Little Conch Baseball shall be enforced by the Board of Directors and the following penalties shall apply to Managers, Assistant Coaches, Umpires, Spectators and Board Members:

\* Player conduct - see League Rules

| OFFENSE          | FIRST OFFENSE                | SECOND OFFENSE                    | THIRD OFFENSE                             |
|------------------|------------------------------|-----------------------------------|---|
| Verbal Abuse     | Warning                      | One (1) Game<br>Suspension        | Season Suspension                         |
| Physical Contact | Season Suspension            | Lifetime Suspension               | xxxxxxxx                                  |
| Smoking          | One (1) Game<br>Suspension   | Season Suspension                 | Lifetime Suspension                       |
| Profanity        | Warning                      | Three (3) Game<br>Suspension      | Season Suspension                         |
| Alcohol Abuse    | Three (3) Game<br>Suspension | Season Suspension                 | Lifetime Suspension                       |
| Property Abuse   | Restitution(warning)         | Season Suspension and restitution | Lifetime Suspension and restitution       |
| Ejection         | Next game<br>suspension      | Next three (3) games suspension   | Suspension:<br>remainder of the<br>season |

# **Article 9**

The Constitution may only be amended by unanimous consent of the Board of Directors. The Bylaws to be adopted by the Board may only be amended by a three-fourths (3/4) majority vote of the Board.

# **Article 10**

All meetings conducted pursuant to the Constitution shall be governed by Roberts Rule of Order.

- A. The Board will hold monthly meetings and emergency sessions as needed.
- B. All agenda items should be presented to the Secretary of the League prior to the scheduled meeting date.
- C. Agenda items will be distributed to all Board Members for review.
- D. All first time business must be tabled and not voted on until the following meeting.

## **KEY WEST LITTLE CONCH BASEBALL**

## **BYLAWS**

#### **Article 1**

Each team shall have a Manager and maximum of three coaches in appropriate team uniform. Only Managers can discuss umpire interpretation. In his absence the Manager should designate an Assistant coach to assume responsibility of the team. Assistant coaches will be held to the same standard as the Manager.

### Article 2

- 1. Each team in the league will be sponsored by a business which includes having their business advertised on their sponsored team uniform.
- 2. The concession stand, which is under the authority of the Board of Directors, will be used as a source of revenue for Key West Little Conch Baseball.
- 3. Managers and coaches shall support all fundraising campaigns of Key West Little Conch Baseball.

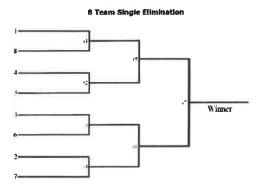
## Article 3

- 1. Registration and try-outs shall be set at a time to be determined by the Board of Directors.
- 2. No player may participate in try-outs without presenting a valid birth certificate or other form of identity acceptable to the Board of Directors.
- 3. All players previously playing in the league shall be members of the team from the prior season, except for those players returned to the draft by the Board of Directors. Any player who quits or leaves a team must have league approval to participate the following year.
- 4. All other players not previously members of a team shall be selected in a round robin draft, except for a Manager's child which must be a first pick by his rank in the draft.
  - 5. A. Draft order will be determined by drawing of numbers. Starting with one (1).
    - B. Managers may trade players only on draft day prior to certification of rosters by League Directors.
    - C. If an additional team is added to any League, all players in that League are subject to the draft.
- 6. Each team shall consist of a maximum of fifteen (15) players, with a balanced number of each age group. Minimum number of players will vary on number of teams per League.
  - 7. Each team will play a schedule to be determined by the Board of Directors.

    A. Any schedule changes must be Board approved.
  - 8. Each League Championship will be decided in a playoff format.

- A. <u>Seeding:</u> Teams will be seeded based on their record. If teams do not play the same number of games we will use winning percentage in order to seed teams. Seeding will vary by number of teams in each League.
- B. <u>Tie Breaker:</u> Cal Ripken league rules will be used if a tie exists between two or more teams, either for advancement to the elimination round or for seeding purposes.

#### Sample seeding:



- 1. Seed 1 plays seed 8
- 2. Seed 2 plays seed 7
- 3. Seed 3 plays seed 6
- 4. Seed 4 plays seed 5
- 5. The winners from games 1 and 4 play.
- 6. The winners from games 2 and 3 play.
- 7. The winners of games 5 and 6 play as the championship game.
  - C. <u>Rain-Outs:</u> The Board will reschedule games as soon as they are rained out. We reserve the right to establish a cut-off date for the rescheduling of games should it become necessary.

## **Article 4**

- 1. Trophies shall be presented as follows:
  - A. 1<sup>st</sup> place team Season
  - B. 1st place team Tournament
- 2. Individuals trophies shall be presented to the following players:
  - A. Most homeruns for the season
  - B. Highest batting average: Minimum at bats to be set by Board of Directors.
  - C. Pitching: statistics as determined by the Board of Directors.
  - D. Sportsmanship: Players will be nominated by Team Manager. Nominees will be evaluated and recipient chosen by scorekeepers/umpires.
- 3. The source of the statistics shall be the official scorebooks maintained by the official scorekeepers as certified by the Board of Directors

#### Article 5

- 1. The All Star team shall be selected by the All Star committee per Article 6 in the Key West Little Conch Baseball League Constitution.
  - A. The All Star committee will be selected by the Board of Directors.
  - B. The All Star committee will pick twelve (12) players.
  - C. The Board will choose the All Star Manager and one Assistant coach, and the Manager will choose one Assistant.

### Article 6

- 1. All games shall be played in accordance with Key West Little Conch Baseball.
- 2. Each League will follow their specific rules and regulations.\*\*
- 3. In the 8U, 10U, 12U, and 13-15U Leagues each player shall play a minimum of two full innings every six (6) innings.
  - A. Players shall have two (2) defensive innings and one (1) at bat every six (6) innings.
  - B. Two (2) at bats as DH/designated hitter or EH/extra hitter equals one (1) defensive inning.
  - C. Free substitutions defensively.
- \*\*Rules will adjust per League as stated in Article 6, Section 2.

#### Article 7

- 1. Any decision by a League Director concerning any Manager, Coach, Player or Spectator shall be final. Any aggrieved party may appeal said League Director's decision by filing a request in writing to the Board of Directors.
- 2. The Board of Directors shall rule on all appeals as soon as possible in order to provide complete due process to the appealing party.

|   | Adopted:          |            |
|---|-------------------|------------|
|   |                   |            |
|   | 1/4 1/4           | 11/00/14   |
|   | Mis Dennend       |            |
|   | Orgie Hernandez   | Date       |
|   | Muth              | 11/20/14   |
|   | Heather Roberts   | Date       |
| J | flull that        | 11/20/2014 |
|   | Dana Vega         | Date       |
|   | Fout Color        | 1//20/14   |
| 1 | Fred Culpepper    | Date       |
|   |                   |            |
| ( | - Lande           | 11/20114   |
|   | Tommy Teda        | Date       |
|   | The Boga          |            |
|   | Pedro Fraga       | Date       |
|   | ( Jan Mostla O    | 11/20/11   |
|   | Say I all and     | 11/20/19   |
|   | Gary Main and     | Date /     |
|   | Juffer Kellicer   | 11/20/14   |
|   | Tiffany Pellicier | Date /     |
|   | Than              | 1/5/15     |
|   | Great Madren      | Pott       |
|   | Greg Madaren      | Daté /     |



**Transaction history** Account: Operating Account Date: 4/19/2021

#### 50 transactions

| DATE      | DESCRIPTION                  | DEBITS      | CREDITS    | BALANCE             |
|-----------|------------------------------|-------------|------------|---------------------|
| 4/19/2021 | MOBILE DEPOSIT               |             | \$600.00   |                     |
| 4/16/2021 | CHECK 1004                   | -\$175.00   |            | \$12,530.93         |
| 4/16/2021 | MOBILE 897649758 DEPOSIT     |             | \$50.00    | \$12,705.93         |
| 4/16/2021 | MOBILE 897648970 DEPOSIT     |             | \$150.00   | \$12,655.9 <b>3</b> |
| 4/16/2021 | MOBILE 897648226 DEPOSIT     |             | \$150.00   | \$12,505.93         |
| 4/16/2021 | MOBILE 897644990 DEPOSIT     |             | \$150.00   | \$12,355.93         |
| 4/16/2021 | MOBILE 897641734 DEPOSIT     |             | \$150.00   | \$12,205.93         |
| 4/16/2021 | MOBILE 897640838 DEPOSIT     |             | \$175.00   | \$12,055.93         |
| 4/16/2021 | MOBILE 897639506 DEPOSIT     |             | \$260.00   | \$11,880.93         |
| 4/16/2021 | MOBILE 897637570 DEPOSIT     |             | \$200.00   | \$11,620.93         |
| 4/16/2021 | MOBILE 897636338 DEPOSIT     |             | \$300.00   | \$11,420.93         |
| 4/16/2021 | MOBILE 897634806 DEPOSIT     |             | \$300.00   | \$11,120.93         |
| 4/16/2021 | MOBILE 897633590 DEPOSIT     |             | \$325.00   | \$10,820.93         |
| 4/16/2021 | MOBILE 897631230 DEPOSIT     |             | \$400.00   | \$10,495.93         |
| 4/16/2021 | MOBILE 897629742 DEPOSIT     |             | \$300.00   | \$10,095.93         |
| 4/16/2021 | MOBILE 897628786 DEPOSIT     |             | \$400.00   | \$9,795.93          |
| 4/16/2021 | MOBILE 897627698 DEPOSIT     |             | \$400.00   | \$9,395.93          |
| 4/16/2021 | MOBILE 897626598 DEPOSIT     |             | \$400.00   | \$8,995.93          |
| 4/16/2021 | MOBILE 897625014 DEPOSIT     |             | \$200.00   | \$8,595.93          |
| 4/15/2021 | TRANSFER FROM X5169 TO X5177 |             | \$5,000.00 | \$8,395.93          |
| 4/13/2021 | CHECK 1008                   | -\$2,015.00 |            | \$3,395.93          |
| 4/12/2021 | CHECK 3005                   | -\$280.00   |            | \$5,410.93          |
| 4/12/2021 | CHECK 1651                   | -\$210.00   |            | \$5,690.93          |
| 4/12/2021 | CHECK 1005                   | -\$115.00   |            | \$5,900.93          |
| 4/12/2021 | CHECK 1003                   | -\$280.00   |            | \$6,015.93          |
| 4/9/2021  | CHECK 1007                   | -\$180.00   |            | \$6,295.93          |
| 4/9/2021  | CHECK 1006                   | -\$90.00    |            | \$6,475.93          |
| 4/9/2021  | CHECK 1002                   | -\$200.00   |            | \$6,565.93          |
| 3/25/2021 | CHECK 3002                   | -\$180.00   |            | \$6,765.93          |
| 3/25/2021 | CHECK 1648                   | -\$100.00   |            | \$6,945.93          |
|           |                              |             |            |                     |

| DATE      | DESCRIPTION   | DEBITS        | CREDITS    | BALANCE     |
|-----------|---|---------------|------------|-------------|
| 3/24/2021 | CHK ORDER HARLAND CLARKE PPD                                      | -\$137.88     |            | \$7,045.93  |
| 3/24/2021 | CHECK 3003  | -\$175.00     |            | \$7,183.81  |
| 3/22/2021 | CHECK 3007  | -\$1,950.00   |            | \$7,358.81  |
| 3/22/2021 | CHECK 3004  | -\$180.00     |            | \$9,308.81  |
| 3/22/2021 | DDA B/P 1539 43468550 AT&TBILL PAYMENT 800-331-0500 TX CARD# 8668 | -\$185.67     |            | \$9,488.81  |
| 3/19/2021 | CHECK 3006  | -\$200.00     |            | \$9,674.48  |
| 3/16/2021 | CHECK 1647  | -\$190.00     |            | \$9,874.48  |
| 3/15/2021 | 0845 31378509 CATEGORY 5 DESIGN KEY WEST FL CARD# 8668            | -\$300.00     |            | \$10,064.48 |
| 3/12/2021 | CHECK 1653  | -\$1,730.00   |            | \$10,364.48 |
| 3/11/2021 | CHECK 1652  | -\$200.00     |            | \$12,094.48 |
| 3/8/2021  | CHECK 1650  | -\$150.00     |            | \$12,294.48 |
| 3/8/2021  | CHECK 1649  | -\$70.00      |            | \$12,444.48 |
| 3/5/2021  | CHECK 1646  | -\$210.00     |            | \$12,514.48 |
| 3/4/2021  | CHECK 1645  | -\$21,074.00  |            | \$12,724.48 |
| 2/26/2021 | CHECK 1643  | -\$2,510.00   |            | \$33,798.48 |
| 2/26/2021 | CHECK 1639  | -\$150.00     |            | \$36,308.48 |
| 2/25/2021 | CHECK 1638  | -\$350.00     |            | \$36,458.48 |
| 2/23/2021 | CHECK 1642  | -\$350.00     |            | \$36,808.48 |
| 2/23/2021 | CHECK 1640  | -\$210.00     |            | \$37,158.48 |
| 2/23/2021 | CHECK 1635  | -\$250.00     |            | \$37,368.48 |
| Totals    | Transactions: 50  | - \$34,397.55 | \$9,910.00 |             |



**Transaction history** Account: Reserve Account Date: 4/19/2021

#### 1 transactions

| DATE      | DESCRIPTION      | DEBITS | CREDITS | BALANCE     |
|-----------|------------------|--------|---------|-------------|
| 3/31/2021 | INTEREST DEPOSIT |        | \$3.98  | \$32,312.42 |
| Totals    | Transactions: 1  |        | \$3.98  |             |

# **İBERIA**BANK

**Transaction history** Account: Concession Account Date: 4/19/2021

#### 50 transactions

| DATE      | DESCRIPTION   | DEBITS      | CREDITS  | BALANCE     |
|-----------|---|-------------|----------|-------------|
| 4/16/2021 | CHECK 1791  | -\$60.00    |          | \$6,404.50  |
| 4/16/2021 | CHECK 1786  | -\$120.00   |          | \$6,464.50  |
| 4/16/2021 | CHECK 1776  | -\$60.00    |          | \$6,584.50  |
| 4/16/2021 | DEPOSIT   |             | \$815.25 | \$6,644.50  |
| 4/15/2021 | TRANSFER FROM X5169 TO X5177                              | -\$5,000.00 |          | \$5,829.25  |
| 4/15/2021 | DEPOSIT   |             | \$836.25 | \$10,829.25 |
| 4/14/2021 | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099             | -\$335.78   |          | \$9,993.00  |
| 4/14/2021 | DEPOSIT   |             | \$775.50 | \$10,328.78 |
| 4/13/2021 | C01 FLA DEPT REVENUE PPD                                  | -\$922.03   |          | \$9,553.28  |
| 4/13/2021 | CHECK 1789  | -\$315.00   |          | \$10,475.31 |
| 4/13/2021 | DEPOSIT   |             | \$686.00 | \$10,790.31 |
| 4/12/2021 | CHECK 1788  | -\$105.00   |          | \$10,104.31 |
| 4/12/2021 | CHECK 1783  | -\$120.00   |          | \$10,209.31 |
| 4/12/2021 | CHECK 1782  | -\$623.52   |          | \$10,329.31 |
| 4/12/2021 | CHECK 1774  | -\$120.00   |          | \$10,952.83 |
| 4/12/2021 | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099             | -\$118.13   |          | \$11,072.83 |
| 4/12/2021 | 1205 15229204 SUBURBAN PROPANE 800-776-7263 NJ CARD# 1099 | -\$384.90   |          | \$11,190.96 |
| 4/12/2021 | DEPOSIT   |             | \$371.00 | \$11,575.86 |
| 4/9/2021  | CHECK 1785  | -\$120.00   |          | \$11,204.86 |
| 4/9/2021  | CHECK 1784  | -\$60.00    |          | \$11,324.86 |
| 4/9/2021  | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099             | -\$749.11   |          | \$11,384.86 |
| 4/9/2021  | DEPOSIT   |             | \$834.00 | \$12,133.97 |
| 4/8/2021  | DEPOSIT   |             | \$842.25 | \$11,299.97 |
| 4/7/2021  | CHECK 1779  | -\$105.00   |          | \$10,457.72 |
| 4/7/2021  | CHECK 1777  | -\$120.00   |          | \$10,562.72 |
| 4/7/2021  | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099             | -\$61.89    |          | \$10,682.72 |
| 4/7/2021  | DEPOSIT   |             | \$895.75 | \$10,744.61 |
| 4/6/2021  | CHECK 1778  | -\$165.00   |          | \$9,848.86  |
| 4/6/2021  | PIN PUBLIX KEY WEST FL CARD# 1099                         | -\$30.50    |          | \$10,013.86 |
| 4/6/2021  | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099             | -\$135.42   |          | \$10,044.36 |
|           |   |             |          |             |

| DATE      | DESCRIPTION                                   | DEBITS        | CREDITS     | BALANCE     |
|-----------|---|---------------|-------------|-------------|
| 4/6/2021  | DEPOSIT                                       |               | \$735.25    | \$10,179.78 |
| 4/5/2021  | CHECK 1780                                    | -\$465.00     |             | \$9,444.53  |
| 4/5/2021  | CHECK 1775                                    | -\$120.00     |             | \$9,909.53  |
| 4/5/2021  | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099 | -\$489.27     |             | \$10,029.53 |
| 4/5/2021  | DEPOSIT                                       |               | \$250.75    | \$10,518.80 |
| 4/2/2021  | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099 | -\$197.91     |             | \$10,268.05 |
| 4/2/2021  | DEPOSIT                                       |               | \$881.75    | \$10,465.96 |
| 4/1/2021  | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099 | -\$130.54     |             | \$9,584.21  |
| 4/1/2021  | DEPOSIT                                       |               | \$917.00    | \$9,714.75  |
| 3/31/2021 | SERVICE CHARGE                                | -\$3.50       |             | \$8,797.75  |
| 3/31/2021 | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099 | -\$179.98     |             | \$8,801.25  |
| 3/31/2021 | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099 | -\$445.67     |             | \$8,981.23  |
| 3/31/2021 | DEPOSIT                                       |               | \$549.50    | \$9,426.90  |
| 3/30/2021 | DEPOSIT                                       |               | \$871.00    | \$8,877.40  |
| 3/29/2021 | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099 | -\$124.05     |             | \$8,006.40  |
| 3/25/2021 | PIN GFS STORE #0788 25 KEY WEST FL CARD# 1099 | -\$112.59     |             | \$8,130.45  |
| 3/24/2021 | CHECK 1770                                    | -\$60.00      |             | \$8,243.04  |
| 3/23/2021 | CHECK 1771                                    | -\$120.00     |             | \$8,303.04  |
| 3/23/2021 | CHECK 1769                                    | -\$120.00     |             | \$8,423.04  |
| 3/22/2021 | CHECK 1773                                    | -\$120.00     |             | \$8,543.04  |
| Totals    | Transactions: 50                              | - \$12,519.79 | \$10,261.25 |             |

#### AGREEMENT

| This Agreement is made and entered into thisday of October, 2021, between the CITY OF KEY WEST, FLORIDA, a municipal corporation, hereinafter referred to as "City," as, hereinafter referred to as "PROVIDER." |
|---|
| WHEREAS, the PROVIDER is a not-for-profit corporation established for the provision BASEBALL services in Key West, and  |
| WHEREAS, it is a legitimate public purpose to provide services, no therefore,   |
| IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed follows:   |

#### **FUNDING**

- 1. AMOUNT OF AGREEMENT. The City, in consideration of the PROVIDER substantially and satisfactorily performing and carrying out the duties for <u>BASEBALL</u> services, shall pay to the PROVIDER the sum of <u>19,500</u> AND NO/100 DOLLARS (\$ 19,500 .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
  - (I) Annual budget including expenditures and sources of revenue
  - (m) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the City may request during the contract year.

#### RESPONSIBILITIES

- **10. SCOPE OF SERVICES.** The PROVIDER, for the consideration named, covenants and agrees with the City Commission to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Key West, Florida.
- 11. ATTORNEY'S FEES AND COSTS. The City and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.
- **12. BINDING EFFECT.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the City and PROVIDER and their respective legal representatives, successors, and assigns.
- 13. CODE OF ETHICS. City agrees that officers and employees of the City recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- 14. NO SOLICITATION/PAYMENT. The City and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the City shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 15. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the City.

#### **COMPLIANCE ISSUES**

- 16. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.
- 17. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the City is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

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

#### **AMENDMENTS, CHANGES, AND DISPUTES**

- 19. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the City Commission.
- **20. ADJUDICATION OF DISPUTES OR DISAGREEMENTS.** City and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.
- **21. COOPERATION.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, City and PROVIDER agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. City and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

#### **ASSURANCES**

- **22. COVENANT OF NO INTEREST.** City and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.
- **23. NO ASSIGNMENT.** The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the City Commission, which approval shall be subject to such conditions and provisions as the City Commission may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event

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

- 24. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the City and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the City be required to contain any provision for waiver.
- **25. ATTESTATIONS.** PROVIDER agrees to execute such documents as the City may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
- **26. AUTHORITY.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary City and corporate action, as required by law.

#### **INDEMNITY ISSUES**

- 27. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless the City of Key West from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by the City of Key West) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.
- **28. INSURANCE**. Provider shall secure, pay for and maintain throughout the duration of this agreement, the following minimum limits of liability insurance coverage:

Commercial General Liability \$1,000,000 each occurrence

\$2,000,000 aggregate \$50,000 property damage

Comprehensive Automobile Liability \$1,000,000 combined single limit (include hired

and non-owned liability)

Workers' Compensation Statutory

Employer's Liability \$500,000 each accident

\$500,000 Disease-Policy Limit \$500,000 Disease-Each Employee

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

- 29. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the City, when performing their respective functions under this Agreement within the territorial limits of the City shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the City.
- **30. NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the City of

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

- 31. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the City, except to the extent permitted by the Florida constitution, state statute, and case law.
- 32. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the City and the PROVIDER agree that neither the City nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

#### GENERAL

- **33. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.
- **34. NOTICE.** Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

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

and

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

For PROVIDER
Heather Roberts, Executive Director
3111 Northside Dr

Key West, FL 33040 305-<u>879</u>- 1092

**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)<br>ATTEST: CHERI SMITH, CITY CLERK | CITY OF KEY WEST, FLORIDA |
|---|---------------------------|
| ByCity Clerk                              | ByCity 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.

#### **Payroli**

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.

,



## STATEMENT OF ACCOUNT

Date 3/31/21

Page 1 of 9

T0 P0 121898-23-23-1 - 7816



KEY WEST LITTLE CONCH BASEBALL LEAGUE IN CONCESSION ACCOUNT 007816 3111 NORTHSIDE DR KEY WEST FL 33040-8001



24-hr Phone Banking 1-800-968-0801 **Customer Service** 1-800-682-3231



24-hr Online Banking iberiabank.com



| BUSINESS CHECKING PLUS |           | ACCOU                      | NT NUMBER *****5169  |
|------------------------|-----------|----------------------------|----------------------|
| Previous Balance       | 7,174.89  | Statement Dates            | 3/01/21 thru 3/31/21 |
| 17 Deposits/Credits    | 11,749.25 | Days this Statement Period | 31                   |
| 49 Checks/Debits       | 10,122.89 | Average Ledger Balance     | 8,985.38             |
| Service Charge         | 3.50      | Average Collected Balance  | 8,985.38             |
| Interest Paid          | .00       |                            |                      |
| Current Balance        | 8,797.75  |                            |                      |

#### **DEPOSITS AND CREDITS**

| Date | Description | Amount |
|------|-------------|--------|
| 3/01 | Deposit     | 370.00 |
| 3/02 | Deposit     | 679.50 |
| 3/03 | Deposit     | 882.50 |
| 3/04 | Deposit     | 762.25 |
| 3/05 | Deposit     | 690.75 |
| 3/08 | Deposit     | 104.50 |
| 3/09 | Deposit     | 840.00 |
| 3/10 | Deposit     | 762.00 |
| 3/11 | Deposit     | 882.25 |
| 3/12 | Deposit     | 888.25 |
| 3/15 | Deposit     | 505.75 |
| 3/16 | Deposit     | 785.25 |
| 3/17 | Deposit     | 739.50 |
| 3/18 | Deposit     | 880.00 |
| 3/19 | Deposit     | 556.25 |
| 3/30 | Deposit     | 871.00 |
| 3/31 | Deposit     | 549.50 |

### WITHDRAWALS AND DEBITS

| Date | Description   | Amount |
|------|---|--------|
| 3/01 | POS DEB 2147 02/26/21 36780223<br>AMZN Mktp US*IW0SH5YM3<br>Amzn.com/billWA<br>Card# 1099 | 27.98- |



## THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR BANK STATEMENT

#### CHECKS OUTSTANDING-NOT CHARGED TO ACCOUNT

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| BANK BALANCE SHOWN |
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| ON THIS STATEMENT  |

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#### **ADD**

DEPOSITS NOT SHOWN ON THIS STATEMENT (IF ANY)

\_\_\_\_

**TOTAL** 

\$\_\_\_\_\_

SUBTRACT—

CHECKS OUTSTANDING

¢\_\_\_\_\_

**BALANCE** 

¢

SHOULD AGREE WITH YOUR CHECK BOOK BALANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

#### NOTE

Please make sure you have entered in your check register all automatic transactions, such as charges and interest earned, shown on the front of this statement.

Member

FDIC

In Case of Errors or Questions About Your Electronic Transfers TELEPHONE US AT: 1-800-682-3231 OR WRITE US AT: P. O. BOX 7299, Little Rock, AR 72217-7299



As soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem appeared.

- 1)Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

Please examine immediately and report if incorrect. If no reply is received within 30 days the account will be considered correct.

We will investigate your complaint and will correct any error promptly. If we take more than ten business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. This Regulation E error resolution notice is only applicable to consumer accounts. A consumer account is defined as an account used primarily for personal, family and household purposes.

#### LINE OF CREDIT ACCOUNT INFORMATION

Refer to the Line of Credit section of this statement. We figure the finance charge on your account by applying the periodic rate to the "Average Daily Balance" of your account (including current transactions). To get the "Average Daily Balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily balance. We then add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance." We then multiply this Average Daily Balance by the daily periodic rate that has been established for your Account (shown on your statement along with the corresponding annual percentage rate) and then we multiply the product by the number of days in the billing cycle. The result is the dollar figure shown on your statement as "Finance Charges" Finance Charges for advances on your line will begin to accrue on the date such advances are posted to your account and will continue until the date your account is paid in full. There is no grace period that would allow you to avoid a finance charge on your account. On the closing date of your billing cycle, we will calculate the amount of your minimum payment due as per your original contract. We figure this minimum payment by calculating a percentage of the New Balance of your account (less any amount you have written to us to dispute that we are currently investigating). "New Balance" means the total outstanding balance of your line on any cycle closing date which includes principal. If the New Balance is less than or equal to the minimum payment required on your account, your minimum payment will be the entire New Balance (less any disputed amount), plus finance charges and other fees. If you have elected to make equal or level payments on your Account, your minimum payment will be calculated accordingly. The amount of your minimum payment is disclosed to you on this statement and will be automatically deducted fro

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR LINE OF CREDIT ACCOUNT STATEMENT

If you think your bill is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address shown on the face of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In the letter, please give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item that you are not sure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we are investigating your question, we cannot report you as delinquent or take any action to collect the amount you question.





Page 3 of 9

**Amount** 



**BUSINESS CHECKING PLUS (continued)** 

Description

Key West FL Card# 1099

Card# 1099

Key West FL Card# 1099

GFS STORE #0788 25 Key West FL Card# 1099

C01

PPD

GFS STORE #0788 25 Key West FL

PIN POS 1118 03/18/21 00135694

**FLA DEPT REVENUE** 

PIN POS 1118 03/25/21 00165230 GFS STORE #0788 25

PIN POS 1524 03/29/21 00706271

WITHDRAWALS AND DEBITS

| 3/01 | PIN POS 0826 02/27/21 00706516<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099 | 179.91- |
|------|---|---------|
| 3/01 | PIN POS 1535 03/01/21 00239064<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099 | 441.54- |
| 3/03 | PIN POS 1831 03/02/21 00718148<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099 | 17.12-  |
| 3/03 | PIN POS 1523 03/03/21 00649794<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099 | 485.78- |
| 3/04 | PIN POS 1109 03/04/21 00034264<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099 | 82.25-  |
| 3/09 | PIN POS 1556 03/09/21 00907193<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099 | 359.05- |
| 3/10 | PIN POS 1541 03/10/21 00343154<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099 | 386.77- |
| 3/11 | PIN POS 1153 03/11/21 00931981<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099 | 350.85- |
| 3/15 | POS DEB 2053 03/12/21 04015644<br>SAMSCLUB.COM<br>888-746-7726 AR<br>Card# 1099   | 64.81-  |
| 3/15 | PIN POS 1534 03/15/21 00255709<br>GFS STORE #0788 25                              | 253.57- |



Date

3/18

3/19

3/25

3/29

384.63-

923.72-

112.59-

124.05-



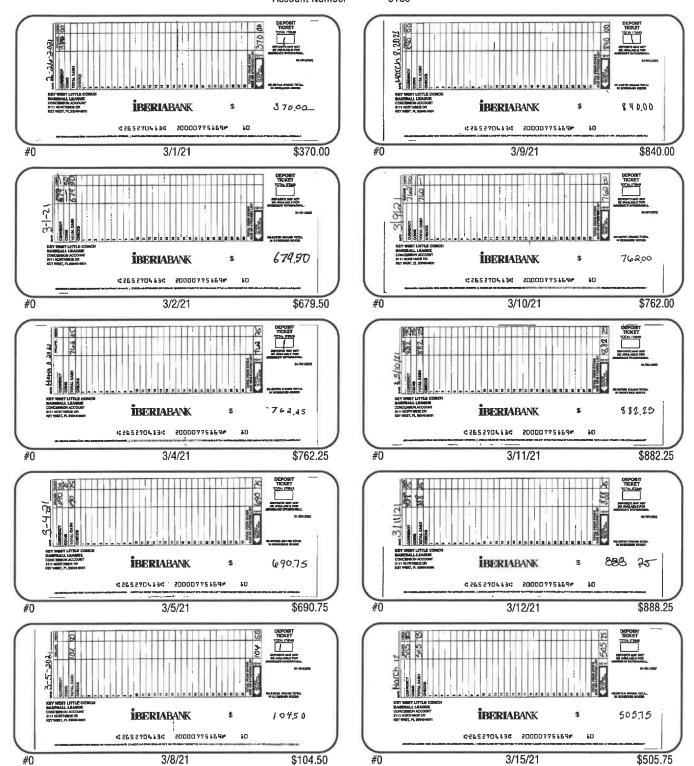


Date 3/31/21

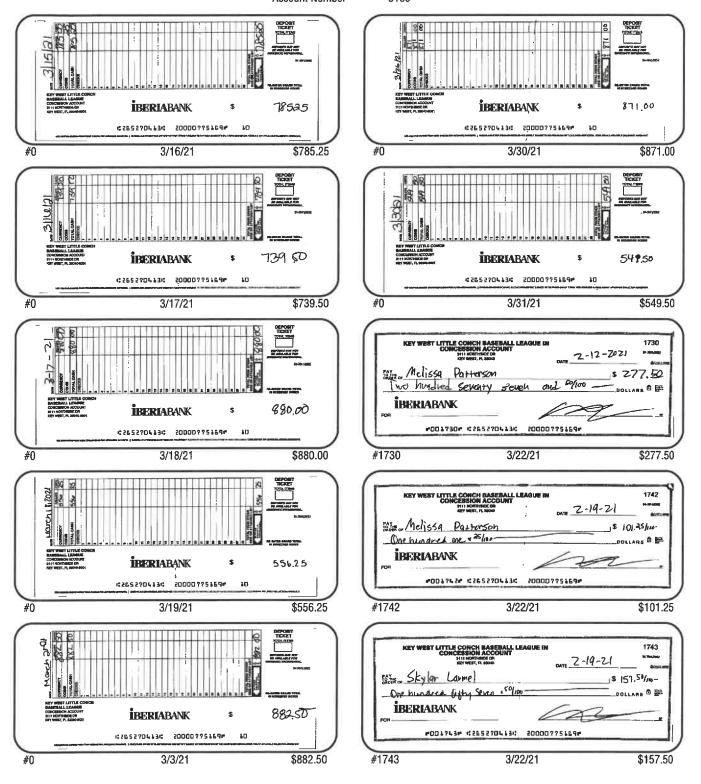
Page 4 of 9

| BUSINESS CHECKING PLUS (continued) |   |  |            |          |           | Account Number | ******5169 |                       |
|------------------------------------|---|--|------------|----------|-----------|----------------|------------|-----------------------|
| WITHDR                             | AWALS AND DEE   | BITS                                       |            |          |           |                |            |                       |
| <b>Date</b> 3/31                   |   | OS 1521 03/31/2<br>TORE #0788 25<br>est FL | 1 00639306 |          |           |                |            | <b>Amount</b> 445.67- |
| 3/31                               | PIN POS 1620 03/31/21 00606899<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099 |  |            |          |           |                |            | 179.98-               |
| 3/31                               | Service   | e Charge                                   |            |          |           |                |            | 3.50-SC               |
| CHECKS                             | IN NUMERICAL (  | ORDER                                      |            |          |           |                |            |                       |
| Date                               | Check No  | Amount                                     | Date       | Check No | Amount    | Date           | Check No   | Amount                |
| 3/22                               | 1730  | 277.50                                     | 3/09       | 1753     | 112.50    | 3/16           | 1764       | 161.25                |
| 3/22                               | 1742*   | 101.25                                     | 3/22       | 1754     | 112.50    | 3/22           | 1765       | 101.25                |
| 3/22                               | 1743  | 157.50                                     | 3/08       | 1755     | 60.00     | 3/22           | 1766       | 649.00                |
| 3/03                               | 1745*   | 120.00                                     | 3/15       | 1756     | 105.00    | 3/18           | 1767       | 60.00                 |
| 3/02                               | 1746  | 116.25                                     | 3/22       | 1757     | 150.00    | 3/18           | 1768       | 270.00                |
| 3/15                               | 1747  | 60.00                                      | 3/09       | 1758     | 307.50    | 3/23           | 1769       | 120.00                |
| 3/22                               | 1748  | 157.50                                     | 3/16       | 1759     | 112.50    | 3/24           | 1770       | 60.00                 |
| 3/22                               | 1749  | 93.75                                      | 3/15       | 1760     | 52.50     | 3/23           | 1771       | 120.00                |
| 3/01                               | 1750  | 247.50                                     | 3/22       | 1761     | 120.00    | 3/22           | 1772       | 120.00                |
| 3/08                               | 1751  | 517.37                                     | 3/16       | 1762     | 112.50    | 3/22           | 1773       | 120.00                |
| 3/09                               | 1752  | 116.25                                     | 3/16       | 1763     | 311.25    |                |            |                       |
| (*) Chec                           | k Numbers Missii  | ng   |            |          |           |                |            |                       |
| DAILY B                            | ALANCE INFORM   | ATION                                      |            |          |           |                |            |                       |
| Date                               |   | Balance                                    | Date       |          | Balance   | Date           |            | Balance               |
| 3/01                               |   | 6,647.96                                   | 3/11       |          | 9,220.02  | 3/23           |            | 8,303.04              |
| 3/02                               |   | 7,211.21                                   | 3/12       |          | 10,108.27 | 3/24           |            | 8,243.04              |
| 3/03                               |   | 7,470.81                                   | 3/15       |          | 10,078.14 | 3/25           |            | 8,130.45              |
| 3/04                               |   | 8,150.81                                   | 3/16       |          | 10,165.89 | 3/29           |            | 8,006.40              |
| 3/05                               |   | 8,841.56                                   | 3/17       |          | 10,905.39 | 3/30           |            | 8,877.40              |
| 3/08                               |   | 8,368.69                                   | 3/18       |          | 11,070.76 | 3/31           |            | 8,797.75              |
| 3/09                               |   | 8,313.39                                   | 3/19       |          | 10,703.29 |                |            |                       |
| 3/10                               |   | 8,688.62                                   | 3/22       |          | 8,543.04  |                |            |                       |
|                                    |   |  |            |          |           |                |            |                       |







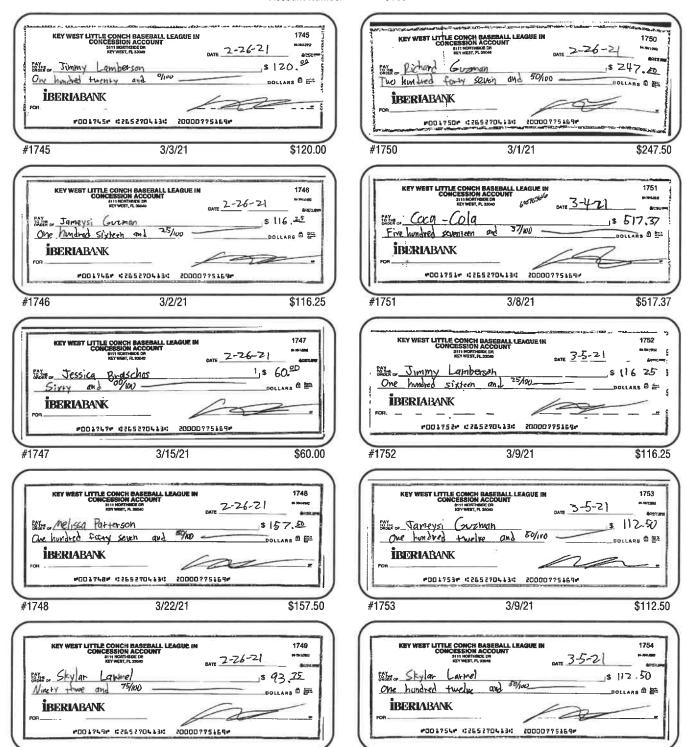




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#1749

3/22/21



#1754

3/22/21

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\$112.50



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| #1756 3/15/21 \$105.00   | #1761 3/22/21 \$120.00   |
| REY WEST LITTLE CONCH RASEBALL LEAGUE IN  CONCESSION ACCOUNT  SHE WEST LITTLE CONCH RASEBALL LEAGUE IN  CONCESSION ACCOUNT  SHE WEST LITTLE CONCH RASEBALL LEAGUE IN  SHE WEST LITTLE CONCH RASEBALL L | REV WEST LITTLE CONCH EASEBALL LEAGUE IN  CONCESSION ACCOUNT  IN INCIDENCE OF DATE 3-12-21  DATE 3-12-21  DATE 3-12-21  DATE 3-12-50  OTE MANIFEST 1:2652704.131: 200000775169#  #1762  3/16/21  \$112.50  |
| 7,500  |  |
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| #1758 3/9/21 \$307.50  | #1763 3/16/21 \$311.25   |
| KEY WEST LITTLE CONCH BASEBALL LEAGUE IN CONCESSION ACCOUNT STITUTE ONT STITUTE OF STITU | KEY WEST LITTLE CONCH BASEBALL LEAGUE IN  CONCESSION ACCOUNT SIN NORMERCE TO SIN NORMERCE TO ACCOUNTY DATE  ACCOUNTY ACC |
| #1759 3/16/21 \$112.50   | #1764 3/16/21 \$161.25   |



| One hundred one  BERIABANK  FOR  | terson 25/100  | 1785  -12-21   Manage     S [01-25     DOLLARS 0 | iberiab<br>for.                     | ANK 20000 20000 775169*   | 9-21 1770<br>\$ -60.00                                   |
|--|--|--|-------------------------------------|---|--|
| #1765  | 3/22/21  | \$101.25   | #1770                               | 3/24/21   | \$60.00  |
| Suburshed Fary  BERIABANK  FOR   |  | 1766<br>18-21<br>s 644.00<br>DOLLARS 0 E-1       | Ohe hundred  BERIAB                 | twenty and dollar   | 1771<br>4-72/<br>\$ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ |
| #1766  | 3/22/21  | \$649.00   | #1771                               | 3/23/21   | \$120.00   |
| iberiabank   | ### 3/18/21  | 18-2   1787<br>\$ 60.00<br>DOLLARS D E1          | One kundind<br>BERIABA              | trong and or 100  | 1772<br>\$ 120 00<br>DOLLARS 0 ==                        |
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| #1768  | 3/18/21  | \$270.00   | #1773                               | 3/22/21   | \$120.00   |
| KEY WEST LITTLE CON CON CON CON CON CON CON CON CONTROL TO CONTROL | E CONCH PASEBALL LEAGUE IN CESSION ACCOUNT,  THE HOME THAN THE HOME THE HOME THAN THE HOME THAN THE  | 1969<br>15 [20,00]                               |                                     |   |  |

\$120.00

3/23/21

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Page 1 of 7



T0 P0 121571-23-19-1 - 7231



KEY WEST LITTLE CONCH BASEBALL LEAGUE IN CONCESSION ACCOUNT 007231 3111 NORTHSIDE DR KEY WEST FL 33040-8001



24-hr Phone Banking 1-800-968-0801 **Customer Service** 1-800-682-3231



24-hr Online Banking iberiabank.com



| BUSINESS CHECKING PLUS |           | ACCOU                      | NT NUMBER ******5169 |
|------------------------|-----------|----------------------------|----------------------|
| Previous Balance       | 4,764.71  | Statement Dates            | 2/01/21 thru 2/28/21 |
| 14 Deposits/Credits    | 11,982.50 | Days this Statement Period | 28                   |
| 36 Checks/Debits       | 9,568.36  | Average Ledger Balance     | 5,310.57             |
| Service Charge         | 3.96      | Average Collected Balance  | 5,310.57             |
| Interest Paid          | .00       |                            |                      |
| Current Balance        | 7,174.89  |                            |                      |

#### **DEPOSITS AND CREDITS**

| Date | Description | Amount   |
|------|-------------|----------|
| 2/08 | Deposit     | 1,596.25 |
| 2/09 | Deposit     | 955.25   |
| 2/10 | Deposit     | 981.25   |
| 2/11 | Deposit     | 880.00   |
| 2/12 | Deposit     | 1,050.00 |
| 2/16 | Deposit     | 531.00   |
| 2/16 | Deposit     | 570.00   |
| 2/17 | Deposit     | 711.50   |
| 2/18 | Deposit     | 810.25   |
| 2/19 | Deposit     | 867.50   |
| 2/22 | Deposit     | 370.75   |
| 2/24 | Deposit     | 872.00   |
| 2/25 | Deposit     | 844.75   |
| 2/26 | Deposit     | 942.00   |

## WITHDRAWALS AND DEBITS

| Date | Description   | Amount  |
|------|---|---------|
| 2/02 | PIN POS 1634 02/02/21 00733342<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1314 | 708.43- |
| 2/04 | PIN POS 1212 02/04/21 00605150<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099 | 222.57- |



## THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR BANK STATEMENT

## CHECKS OUTSTANDING-NOT

| No.   | \$ |  |
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|       |    |  |
| TOTAL |    |  |

| BANK BALANCE SHOWN |    |
|--------------------|----|
| ON THIS STATEMENT  | \$ |
|                    |    |

#### **ADD**

DEPOSITS NOT SHOWN ON THIS STATEMENT (IF ANY)

**TOTAL** 

SUBTRACT—

CHECKS OUTSTANDING

\$\_\_\_\_\_

**BALANCE** 

¢\_\_\_\_

SHOULD AGREE WITH YOUR CHECK BOOK BALANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY) SHOWN ON THIS STATEMENT.

#### NOTE

Please make sure you have entered in your check register all automatic transactions, such as charges and interest earned, shown on the front of this statement.

Member FDIC

In Case of Errors or Questions About Your Electronic Transfers TELEPHONE US AT: 1-800-682-3231 OR WRITE US AT: P. O. BOX 7299. Little Rock. AR 72217-7299



As soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

We must hear from you no later than 60 days after we sent you the **FIRST** statement on which the problem appeared.

- 1)Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

Please examine immediately and report if incorrect. If no reply is received within 30 days the account will be considered correct.

We will investigate your complaint and will correct any error promptly. If we take more than ten business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. This Regulation E error resolution notice is only applicable to consumer accounts. A consumer account is defined as an account used primarily for personal, family and household purposes.

#### LINE OF CREDIT ACCOUNT INFORMATION

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- · Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item that you are not sure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we are investigating your question, we cannot report you as delinquent or take any action to collect the amount you question.





Page 3 of 7



## **BUSINESS CHECKING PLUS (continued)**

## **Account Number \*\*\*\*\*\*5169**

## WITHDRAWALS AND DEBITS

| Date | Description   | Amount  |
|------|---|---------|
| 2/08 | PIN POS 1650 02/08/21 00416090<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 423.90- |
| 2/09 | PIN POS 1616 02/09/21 00115331<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 193.74- |
| 2/10 | PIN POS 1239 02/10/21 00808778<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 152,32- |
| 2/11 | PIN POS 1156 02/11/21 00940353<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 381.48- |
| 2/11 | PIN POS 1203 02/11/21 00008565<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 152.94- |
| 2/12 | PIN POS 0827 02/12/21 00736186<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 268.43- |
| 2/12 | Checking Withdrawal   | 250.00- |
| 2/16 | PIN POS 2010 02/12/21 00244929<br>THE HOME DEPOT #63<br>KEY WEST FL<br>Card# 1099         | 509.55- |
| 2/16 | PIN POS 1110 02/15/21 00034197<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 105.75- |
| 2/17 | PIN POS 1720 02/16/21 00600981<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 216.41- |
| 2/17 | PIN POS 1641 02/17/21 00858629<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 143.99- |
| 2/18 | POS DEB 0737 02/16/21 90629026<br>AMZN Mktp US*K431T4KJ3<br>Amzn.com/billWA<br>Card# 1099 | 149.99- |
| 2/18 | PIN POS 1016 02/18/21 00163921<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 203.14- |
| 2/18 | PIN POS 1028 02/18/21 00748065<br>GFS STORE #0788 25<br>Key West FL<br>Card# 1099         | 41.53-  |





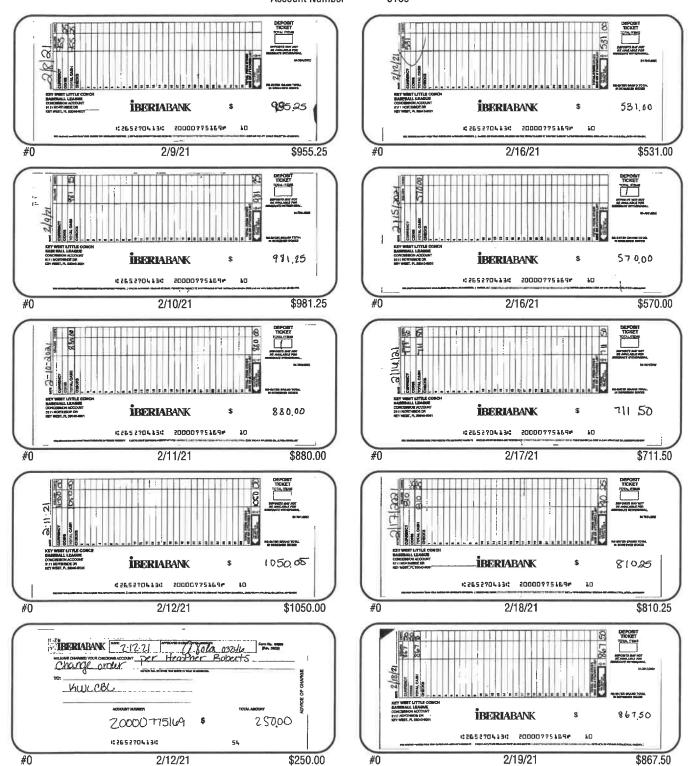


Date 2/26/21

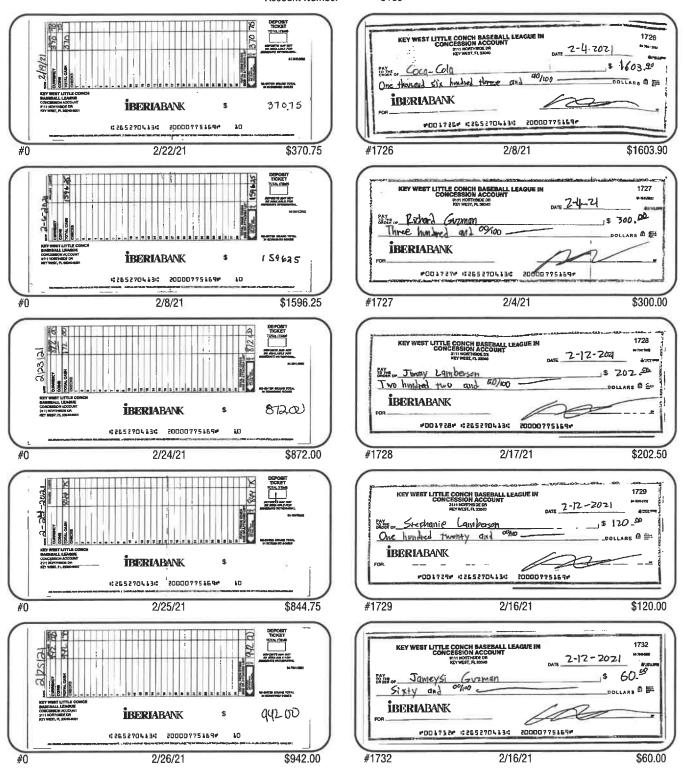
Page 4 of 7

| BUSINES  | S CHECKING PL                    | <b>US</b> (continued)  |  |                                   |  |  | Account Number                          | ******5169  |
|--|----------------------------------|--|--|-----------------------------------|--|--|---|---|
| WITHDRA  | AWALS AND DEE                    | BITS   |  |                                   |  |  |   |   |
| <b>Date</b> 2/18                                     | GFS ST                           | OS 1550 02/18/2<br>FORE #0788 25<br>est FL                           | 1 00422654   |                                   |  |  |   | <b>Amount</b><br>21.99-                                     |
| 2/23   | PIN PO<br>GFS ST                 | OS 1520 02/23/2<br>FORE #0788 25<br>est FL                           | 1 00107027   |                                   |  |  |   | 423.40-   |
| 2/24   | GFS ST                           | 0S 1514 02/24/2<br>FORE #0788 25<br>est FL<br>1099                   | 1 00620762   |                                   |  |  |   | 23.18-  |
| 2/25   | PIN PO<br>GFS ST                 | 0S 1134 02/25/2<br>FORE #0788 25<br>est FL                           | 1 00246096   |                                   |  |  |   | 438.79-   |
| 2/26   | POS D<br>SAMSO                   | EB 1907 02/23/2<br>CLUB.COM<br>16-7726 AR                            | 21 40726366  |                                   |  |  |   | 47.03-  |
| 2/26   | PIN PO<br>GFS ST                 | OS 0854 02/26/2<br>FORE #0788 25<br>est FL                           | 1 00901132   |                                   |  |  |   | 233.97-   |
| 2/26   | Service                          | e Charge   |  |                                   |  |  |   | 3.96-SC   |
| CHECKS   | IN NUMERICAL (                   | ORDER  |  |                                   |  |  |   |   |
| Date<br>2/08<br>2/04<br>2/17                         | Check No<br>1726<br>1727<br>1728 | Amount<br>1,603.90<br>300.00<br>202.50                               | <b>Date</b><br>2/17<br>2/17<br>2/17                  | Check No<br>1733<br>1735*<br>1736 | Amount<br>375.00<br>172.50<br>172.50                                 | <b>Date</b> 2/23 2/22 2/26                   | <b>Check No</b><br>1739<br>1740<br>1741 | <b>Amoun</b><br>120.00<br>60.00<br>120.00                   |
| 2/16<br>2/16<br>(*) Check                            | 1729<br>1732*<br>Numbers Missir  | 120.00<br>60.00<br>ng  | 2/22<br>2/23   | 1737<br>1738                      | 529.43<br>266.25   | 2/23   | 1744*                                   | 153.7   |
| DAILY BA   | LANCE INFORM                     | ATION  |  |                                   |  |  |   |   |
| Date<br>2/01<br>2/02<br>2/04<br>2/08<br>2/09<br>2/10 |                                  | <b>Balance</b> 4,764.71 4,056.28 3,533.71 3,102.16 3,863.67 4,692.60 | Date<br>2/11<br>2/12<br>2/16<br>2/17<br>2/18<br>2/19 |                                   | 5,038.18<br>5,569.75<br>5,875.45<br>5,304.05<br>5,697.65<br>6,565.15 | Date<br>2/22<br>2/23<br>2/24<br>2/25<br>2/26 |   | <b>Balance</b> 6,346.47 5,383.07 6,231.89 6,637.85 7,174.89 |











| Silver Richard Three hundred  **BERIABAN **O01:73 | Guzman   2   | One huntred BERME     | 1239#. :: 265270L13:: 20000775469#  | \$ 120,00<br>BOLLARS 0 #=  |
|---|--|---|-----------------------|---|--|
| #1733   | 2/17/21  | \$375.00  | #1739                 | 2/23/21   | \$120.00   |
| Skylar<br>One hundred s<br>IBERIABAN              | eventy two and 50/100 -  | 1735<br>12-2021<br>s 172,50   | iBERIAB               |   | 1740<br>1740<br>100000<br>\$ 60,00<br>DOLLARS 0 :: 2             |
| #1735   | 2/17/21  | \$172.50  | #1740                 | 2/22/21   | \$60.00  |
| De hudred  BERIABAN                               | Brasches<br>Seventy two and 59/100—  | 1736 2-202( SAMERICE STORY) \$ 172.5  | De hundst<br>iberiab  | a twenty and willow   | 1741<br>  HARLING<br>  SOSTERN<br>  S   70, SO<br>  DOLLARS @ EX |
| #1736   | 2/17/21  | \$172.50  | #1741                 | 2/26/21   | \$120.00   |
| Five howhed twent<br>iBERIABAN                    | ry nine ddles and 43/100 —   | 1737<br>18-2/ SEDITED STATES STAT | Doe hundred<br>BERIAR | CONCESSION ACCOUNT THE CONCESSION ACCOUNT THE TENTH THE | 1744   4-2   MARINER   5   53.79/M-   DOLLARS 0   53             |
| #1737   | 2/22/21  | \$529.43  | #1744                 | 2/23/21   | \$153.75   |
| Two hundred six                                   | ity six and 25/200   | 1738 1-731 1-732 1    |                       |   |  |

\$266.25

2/23/21

#1738