

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

Agency Name	Southernmost Hockey Club
Physical Address	1800 Bertha St, Key West
Mailing Address	1107 Key Plaza #287
City, State, Zip	Key West, FL 33040
Phone	305-587-8864
Fax	N/A
Email	keywesthockey@gmail.com
Who should we contact with questions about this application?	Alicia Farrer, Treasurer, 305-481-4612

Amount received for prior fiscal year ending 09/30/20	\$ 7,000.00
Amount received for current fiscal year ending 09/30/21	\$ Not Applicable
<b>Amount requested</b> for upcoming fiscal year ending 09/30/22	<b>\$ 10,000.00</b>

<b>For Fiscal Year 2022</b> how will the amount requested be utilized?	Funding received will be used to provide players with entry level gear (not for sale), safety gear (such as neck guards for goalies), AED medical unit, refillable water station, rink maintenance, and referee payment for games. Rink maintenance includes scoreboard maintenance, rink surface maintenance with industrial wet/dry vac, rollers, brooms, cleaning equipment, and items to help clear water, dirt and trash from inside and outside of rink area.
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### CERTIFICATION

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

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

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

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

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

Typed Name of Executive Director: \_\_\_\_\_

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Typed Name of Board President/Chairman: Joyce Milelli

Signature



Title: President of the Board of Directors

Date:

4-28-2021

Witness:



Witness:



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

**PLEASE SEE SEPERATE PAGE**

1. List the services your agency provides.
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.
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.
6. Is your agency monitored by an outside entity? If so, by whom and how often?  
(If applying for \$5,000 or less, a response is not required.)
7. What measurable outcomes do you plan to accomplish in the next funding year?
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 C

Southernmost Hockey Club  
1107 Key Plaza, Box 287  
Key West, FL 33040  
May 14, 2020

### City of Key West Application for Non-Profit Funding Fiscal Year October 1, 2020-September 30, 2021

1. Southernmost Hockey Club provides a youth hockey program. The philosophy of the Organization (per our By Laws) is to educate and develop young people by encouraging their interest and participation in hockey through its core values of sportsmanship, respect for others, integrity, pursuit of excellence at the individual, team and organization levels. We also support the concepts of "everyone plays, open registration, balanced teams, positive coaching and good sportsmanship."

2. Funding received will be used to provide players with entry level hockey gear (not for sale), equipment for practice and games such as pucks, cones and goal nets, safety gear (such as neck guards for goalies), AED medical unit, water bottle refilling station, rink maintenance, and referee payment for games. Rink maintenance is intense due to the rink having numerous roof leaks and the location being subject to flooding and pooling of water on the rink surface. Other maintenance includes scoreboard maintenance, rink surface maintenance with industrial wet/dry vac, cleaning equipment, and items to help clear water, dirt and trash from inside and outside of rink area.

3. No, City funds will not be used as a match for a grant.

4.-6. Questions not applicable.

7. In the next funding year, we hope to increase hockey player enrollment, provide more gear to new players (not for sale), pay referee wages, increase safety equipment purchases (safety gear, AED), and increase rink maintenance items to promote rink longevity and safe play on the rink. We may incur roof repair expenses as our roof leaks are increasing.

8. Outcomes will be measured by player enrollment numbers, gear receipts, rink maintenance/repair reports (receipts), referee cashed checks (payments), and bank records.

9. The hockey league had about 100 players in 2019. The hockey board expanded the new player gear loan program to provide entry level gear assistance to U6 new players, as well as, continuing to give away any used gear given to the league. The gear loan program was a success and we had 13 families take advantage of this program in 2020. We have also sponsored players in the past, and would like to do so by providing gear to new players that qualify due to financial constraints. We also provide goalie players with gear to ensure safety during play.

Referees' payments: We have 2 referees per game to ensure safe play by hockey AAU standards and to promote good sportsmanship. In a typical season we play 78 games. Referees get \$20/game, 2 refs/game totals \$3120.00. The league requests reimbursement for paid refs only, volunteers are excluded. Our game score sheets with ref signatures are submitted for reimbursement.



ATTACHMENT B

# SOUTHERNMOST HOCKEY CLUB

City of Key West

City Manager's Office

P.O. Box 1409

Key West, FL 33040

Date April 19, 2021

The following is a summary of the expenses for (Southernmost Hockey Club) for the time period of October 1, 2020 to April 26, 2021.

Check #	Payee	Reason	Amount
Debit Card	Pure Hockey	Hockey Gear	\$2079.49
Debit Card	Ramonas	Uniforms	\$2110.00
Debit Card	Ramonas	Uniforms	\$1508.00
2993	Ramonas	Uniforms	\$2830.00
Cash	Referee pay	Referees	\$1400.00
Debit Card	Mailbox Fee	Mail	\$320.00
Debit Card	Home Depot	Pressure Washer	\$160.00
Debit Card	Fl Dept Of Health	Sanitation Cert	\$250.00

(A)	Total	\$10,657.49
(B)	Total prior payments	\$0
C)	Total requested and paid (A + B)	
(D)	Total contract amount	\$10,000.00
	Balance of contract (D-C)	<u>\$ 10,000.00</u>

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

  
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this 28 day of April 2021  
by Joyce Mclellan who is personally known to me.

  
Notary Public

Notary Stamp



**ATTACHMENT D**

**PUBLIC ENTITY CRIME STATEMENT**

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

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

(Signature)

Date:

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on April 28<sup>th</sup>, 2021  
(date) by Joyce Millel (name of affiant). He/She is personally known  
to me or has produced Drivers License (type of identification) as  
identification.

Kayla McFarland  
NOTARY PUBLIC

My Commission Expires: January 07, 2025



ATTACHMENT E

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

(Signature)

Date:

STATE OF:

COUNTY OF:

Subscribed and sworn to (or affirmed) before me on

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

NOTARY PUBLIC

My Commission Expires:





### 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	
Application	X		
Current Board Information Form	X		
Evidence of Annual Election of Officers	X		
Board Resolution Approving Application for Funding	X		
City Funded Program Budget	<del>N/A</del>		
Agency Expenses	X		
Agency Revenue	X		
Agency Fee Schedule	X		
Upon approval of funding, do you agree to provide a copy of an Audited Financial Statement, a review of financial statements, or other financial report as appropriate (to be determined based on amount of funding and agency budget) from most recent fiscal year?	X		
Copy of filed IRS Form 990 from most recent fiscal year	X		
Copy of IRS Letter of Determination indicating 501 C 3 status & Copy of GUIDESTAR printout	X		
Copy of Current Monroe County and City Occupational Licenses	X		
Copy of Florida Dept. of Children And Families License or Certification	N/A		
Copy of any other Federal or State Licenses	N/A		
Copy of Florida Dept. of Health Licenses/Permits	X		
Copy of Organization's Corporate Bylaws.	X		
Copy of front page of Agency's EEO Policy/Plan	N/A		
Annual performance report describing services rendered during the most recently completed grant period	N/A		
Copy of Summary Report of most current Evaluation/Monitoring *	N/A		

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



# **SOUTHERNMOST HOCKEY CLUB**

## **CURRENT BOARD MEMBERS 2021**

Joyce Milelli- President

Jim Reynolds- Vice President

Alicia Farrer- Vice President

Alex Smith- Secretary

Matt Poffenberger

Kevin McCarthy

## EVIDENCE OF ANNUAL ELECTION OF OFFICERS

### **SMHC Zoom Board Meeting Minutes**

**Tuesday, January 12, 2021**

**6:00 p.m. - 7:00 p.m.**

I. Call to Order at 6:00 p.m.

II. Discussion Items:

a. Rink Update/Issues/Lock Codes

- Oz has been taking care of the rink. Codes are on all sheds and rink. Homeless has not been a problem. City pressure washed around rink. Oz, Joyce, and Alex will clean up any puddles and sweep/sanitize player benches. Concession stand has been cleaned by Sparkle Cleaning. We will scale down sales and offer pre-packaged items/order drinks through Coca-Cola. Gear has been organized by Joyce and Alicia. Pump out station is still being worked on. Ajax will pave parking lot during Spring Break.

b. Registration/Divisions

- 43 players registered as of board meeting (u6-6; u10-22; u14-11; u18-4)

c. January 16th Saturday Skills Clinics

- a.m. clinic: Rick, Oz, Matt, Glen

- p.m. clinic: Lee, Oz, Matt, Beaver for p.m.

- Referee clinic: Oz, Matt, Donnie

d. January 17th Coach Meeting/Teams

- Meeting to organize teams at 11 a.m. at the rink. Rick, Matt, Oz, Joyce, Andy

e. February Game Plan

- Games will begin in February

f. AAU Event License, AAU Membership Changes

- All board members and coaches should renew their membership with AAU. The Club will secure an event license and club level 2 membership.

g. Annual Meeting, Board Nominations

- All current board members agreed to continue serving on the board. An annual meeting will be held in May to vote on new board members.

h. Jerseys/Masks/Goal Nets/Purchasing New Items to Sell

- Jerseys are in but will need logos/sponsors names put on. Masks specific for hockey players will be sold for \$10 each and have been donated by Microsoft/Oz. Masks are not mandatory while playing. Buffs with logo-\$12 cost/sell for \$15. Hats with logo- \$15 cost/sell for \$20. Water bottles \$5

i. Sponsors/Rink Signs

- Team Sponsors: Bascom Grooms, Higgins, GSSC, Miami Subs, Check Electric, DRN Moving, Keys Imaging

- • Rink Signs \$275/\$225 renewal cost
- j. Rink/Concession Cleaning & Concession Plan
- • Looking for a concession stand purchaser. Will sell pre-packaged food items and drinks.

k. Panther Game Event on Hold, Tickets Credits

- • Joyce let the Panthers know that we aren't able to commit to a game at this time. We have a credit with the Panthers and individuals have ticket credits.

- l. Treasurer's Report

- • Savings \$43,609/ checking \$19,938/ Iberia \$29,113

III. Schedule Next Board Meeting

- • Next board meeting will be on Feb. 2 at 6 p.m.

IV. Adjournment -Adjourned 7:20 p.m.

Southernmost Hockey Club  
1107 Key Plaza, Box 287  
Key West, FL 33040  
April 18, 2021

## City of Key West Proposed Budget for SMHC Fiscal Year 2021-2022

<u>SMHC League Expenses</u>	<u>Projected Amount</u>
1. Referee Payments	\$3,200.00
2. Rink Maintenance/Repairs	\$5,000.00
3. Hockey Equipment/Gear	\$3,000.00
4. New AED	\$1200.00
5. Refillable Water Station	\$1500.00

\*Major projected expenses listed only Total \$13,900.00

## AGENCY EXPENSES, REVENUE AND FEE SCHEDULE

### Southernmost Hockey Club 2021-2022 Projected Agency Expenses

Advertising: \$2500

Rink Maintenance: \$5000

New AED: \$1200

Refillable Water Station: \$1500

Concession Expenses: \$3000

Awards and Closing Ceremonies: \$1200

AAU Insurance \$1700

Uniforms and printing: \$4000

Postage Box Annual Fee: \$320

Referees: \$3200

Hockey Gear: \$3000

Licensing: \$280

### Southernmost Hockey Club Projected Agency Revenue 2021-2022:

Concession Income: \$4000

Hockey Gear Sales: \$1150

Registration Fees: \$7832

Team Sponsorships: \$3850

### Southernmost Hockey Club Fees

Registration fee per player: \$85.00



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.gov/Form990EZ](http://www.irs.gov/Form990EZ) for instructions and the latest information.**A For the 2019 calendar year, or tax year beginning**, and ending**B** Check if applicable:

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

**C** Name of organization**SOUTHERNMOST HOCKEY CLUB**

Number and street (or P.O. box, if mail is not delivered to street address)

**1107 KEY PLAZA STE 287**

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

**KEY WEST****FL 33040****D** Employer identification number**65-0479036****E** Telephone number**305-296-3234****F** Group ExemptionNumber **▶****G** Accounting Method: ☒ Cash ☐ Accrual Other (specify) **▶****H** Check ☒ if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).**I** Website: **N/A****J** Tax-exempt status (check only one) — ☐ 501(c)(3) ☒ 501(c) ( **4** ) (insert no.) ☐ 4947(a)(1) or ☐ 527**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** 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(Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ **▶ \$ 42,193****Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances** (see the instructions for Part I)Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	
	2	Program service revenue including government fees and contracts	2	34,347
	3	Membership dues and assessments	3	
	4	Investment income	4	20
	5a	Gross amount from sale of assets other than inventory	5a	
	b	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	
	6	Gaming and fundraising events:		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
c	Less: direct expenses from gaming and fundraising events	6c		
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a	Gross sales of inventory, less returns and allowances	7a	7,826	
b	Less: cost of goods sold	7b	3,350	
c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c	4,476	
8	Other revenue (describe in Schedule O)	8		
9	<b>Total revenue.</b> Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 <b>▶</b>	9	38,843	
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	
	13	Professional fees and other payments to independent contractors	13	524
	14	Occupancy, rent, utilities, and maintenance	14	
	15	Printing, publications, postage, and shipping	15	337
	16	Other expenses (describe in Schedule O)	16	82,063
	17	<b>Total expenses.</b> Add lines 10 through 16 <b>▶</b>	17	82,924
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 9)	18	-44,081
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	149,615
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	
	21	<b>Net assets or fund balances at end of year.</b> Combine lines 18 through 20 <b>▶</b>	21	105,534

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990-EZ** (2019)

**X**

**X**

7

Form **990-EZ** (2019)



**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
<b>33</b> Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O	<b>33</b>	<b>X</b>
<b>34</b> 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 change on Schedule O. See instructions	<b>34</b>	<b>X</b>
<b>35a</b> 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)?	<b>35a</b>	<b>X</b>
<b>b</b> 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>35b</b>	
<b>c</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	<b>35c</b>	<b>X</b>
<b>36</b> Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N	<b>36</b>	<b>X</b>
<b>37a</b> Enter amount of political expenditures, direct or indirect, as described in the instructions	<b>37a</b>	
<b>b</b> Did the organization file Form 1120-POL for this year?	<b>37b</b>	<b>X</b>
<b>38a</b> Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	<b>38a</b>	<b>X</b>
<b>b</b> If "Yes," complete Schedule L, Part II, and enter the total amount involved	<b>38b</b>	
<b>39</b> Section 501(c)(7) organizations. Enter:		
<b>a</b> Initiation fees and capital contributions included on line 9	<b>39a</b>	
<b>b</b> Gross receipts, included on line 9, for public use of club facilities	<b>39b</b>	
<b>40a</b> Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911; section 4912; section 4955		
<b>b</b> 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 that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	<b>40b</b>	<b>X</b>
<b>c</b> 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, 4955, and 4958		
<b>d</b> Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization		
<b>e</b> 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	<b>40e</b>	<b>X</b>
<b>41</b> List the states with which a copy of this return is filed	<b>NONE</b>	
<b>42a</b> The organization's books are in care of	<b>ALICIA FARRER</b>	
1107 KEY PLAZA #287		
Located at	<b>KEY WEST</b>	
FL	ZIP + 4	<b>33040</b>
<b>b</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)?	<b>42b</b>	<b>X</b>
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).		
<b>c</b> At any time during the calendar year, did the organization maintain an office outside the United States?	<b>42c</b>	<b>X</b>
If "Yes," enter the name of the foreign country		
<b>43</b> Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 — Check here	<b>43</b>	
and enter the amount of tax-exempt interest received or accrued during the tax year		
<b>44a</b> Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	<b>44a</b>	<b>X</b>
<b>b</b> Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	<b>44b</b>	<b>X</b>
<b>c</b> Did the organization receive any payments for indoor tanning services during the year?	<b>44c</b>	<b>X</b>
<b>d</b> If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	<b>44d</b>	
<b>45a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)?	<b>45a</b>	<b>X</b>
<b>b</b> 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 Form 990-EZ. See instructions	<b>45b</b>	<b>X</b>

- 46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

	Yes	No
46		X

**Part VI Section 501(c)(3) Organizations Only**

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

- 47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II

	Yes	No
47		

- 48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E

48		
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- 49a Did the organization make any transfers to an exempt non-charitable related organization?

49a		
-----	--	--

- b If "Yes," was the related organization a section 527 organization?

49b		
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- 50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation

- f Total number of other employees paid over \$100,000 ▶

- 51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation

- d Total number of other independent contractors each receiving over \$100,000 ▶

- 52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A ▶ ☐ Yes ☐ No

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

<b>Sign Here</b>	Signature of officer <b>JAMES REYNOLDS</b>		Date <b>PRESIDENT</b>		
	Type or print name and title				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>GLYNN R. ARCHER IV</b>	Preparer's signature <b>GLYNN R. ARCHER IV</b>	Date <b>09/08/20</b>	Check <input type="checkbox"/> if self-employed	PTIN <b>P02042838</b>
	Firm's name ▶ <b>JEFFREY E. ALLEN P.A.</b>			Firm's EIN ▶ <b>20-5179130</b>	
	Firm's address ▶ <b>3718 N ROOSEVELT BLVD KEY WEST, FL 33040-4533</b>			Phone no. <b>305-296-6591</b>	
	May the IRS discuss this return with the preparer shown above? See instructions <span style="float: right;">▶ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span>				

**SCHEDULE O**  
**(Form 990 or 990-EZ)**Department of the Treasury  
Internal Revenue Service

Name of the organization

**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.▶ Attach to Form 990 or 990-EZ.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019****Open to Public  
Inspection****SOUTHERNMOST HOCKEY CLUB**

Employer identification number

**65-0479036****FORM 990-EZ, PART I, LINE 16 - OTHER EXPENSES**

DESCRIPTION	AMOUNT
<b>EXPENSES</b>	
OFFICE	\$ 67
TRAVEL	\$ 2,160
CLEAN UP & MAINTENANCE	\$ 3,651
INSURANCE	\$ 3,072
REFEREES	\$ 2,470
SUPPLIES & GEAR	\$ 13,840
TAXES & LICENSES	\$ 287
TROPHIES	\$ 1,007
ADVERTISING	\$ 2,155
TEAM UNIFORMS	\$ 4,674
RINK RESURFACE	\$ 48,680
<b>TOTAL \$</b>	<b>82,063</b>

**FORM 990-EZ, PART II, LINE 24 - OTHER ASSETS**

DESCRIPTION	BEG. OF YEAR	END OF YEAR
CLAIM RECEIVABLE	\$ 2,537	\$ 0
<b>TOTAL \$</b>	<b>2,537</b>	<b>0</b>

**FORM 990-EZ, PART III - PRIMARY EXEMPT PURPOSE**

**SOUTHERNMOST HOCKEY CLUB PROVIDES RECREATIONAL OPPORTUNITIES TO KEY WEST  
CITIZENS THAT PROMOTE FAIR COMPETITION, SPORTSMANSHIP, TEAMWORK AND SOCIAL  
INTERACTION**

Name of the organization

Employer identification number

SOUTHERNMOST HOCKEY CLUB

65-0479036

FORM 990-EZ, PART III, LINE 31 - ALL OTHER ACCOMPLISHMENT

IN-LINE SKATING AND ROLLER HOCKEY ACTIVITIES INCLUDING FORMAL LEAGUE PLAY  
GOVERNED BY THE NATIONAL IN-LINE HOCKEY ASSOC, PUBLIC SKATING, SKILL  
CLINICS AND OTHER RELATED EVENTS

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
401 W. PEACHTREE ST. NW  
ATLANTA, GA 30365

DEPARTMENT OF THE TREASURY

Date:

JAN 26 1993

SOUTHERNMOST HOCKEY CLUB INC  
C/O EDWARD J CUNEO  
2026 STAPLES AVE  
KEY WEST, FL 33040

Employer Identification Number:  
65-0479036

Case Number:  
585012018

Contact Person:  
STEPHONIE HOUSTON

Contact Telephone Number:  
(404) 331-0169

Internal Revenue Code  
Section 501(c)(4)

Accounting Period Ending:  
December 31

Form 990 Required:  
Yes

Addendum Applies:  
Yes

--

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 per-

Letter 948 (00/CG)

SOUTHERNMOST HOCKEY CLUB INC

cent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

*Nelson A. Brooke*

Nelson A. Brooke  
District Director

Enclosure:  
Addendum

SOUTHERNMOST HOCKEY CLUB INC

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

**2020 / 2021  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2021**

Business Name: SOUTHERMOST HOCKEY CLUB, INC  
SEAN WRIGHT  
Owner Name: SEAN WRIGHT  
Mailing Address: 1107 KEY PLAZA #287  
KEY WEST, FL 33040

RECEIPT# 48210-99688  
Business Location: 2100 FLAGLER AVE  
KEY WEST, FL 33040  
Business Phone: 305-923-0218  
Business Type: RETAIL SALES (CONCESSION STAND)

Employees 1

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Paid 125-19-00004339 09/30/2020 0.00**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Sam C. Steele, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2021**

Business Name: SOUTHERMOST HOCKEY CLUB, INC  
SEAN WRIGHT  
Owner Name: SEAN WRIGHT  
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0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Paid 125-19-00004339 09/30/2020 0.00**



DIVISION OF CONSUMER SERVICES  
(850) 410-3800



THE RHODES BUILDING  
2005 APALACHEE PARKWAY  
TALLAHASSEE, FLORIDA 32399-6500

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER NICOLE "NIKKI" FRIED**

---

March 30, 2021

Refer To: CH58072

SOUTHERNMOST HOCKEY CLUB, INC.  
1107 KEY PLZ # 287  
KEY WEST, FL 33040-4077

RE: SOUTHERNMOST HOCKEY CLUB, INC.  
REGISTRATION#: CH58072  
EXPIRATION DATE: March 5, 2022

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Tianna Baity  
Regulatory Consultant  
850-410-3770  
Fax: 850-410-3804  
E-mail: [tianna.baity@fdacs.gov](mailto:tianna.baity@fdacs.gov)

**2021 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N94000001933

**Entity Name:** SOUTHERNMOST HOCKEY CLUB, INC.**Current Principal Place of Business:**1107 KEY PLAZA  
SUITE #287  
KEY WEST, FL 33040**Current Mailing Address:**1107 KEY PLAZA  
SUITE #287  
KEY WEST, FL 33040**FEI Number:** 65-0479036**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**MILELLI, JOYCE  
1107 KEY PLAZA, SUITE 287  
KEY WEST, FL 33040 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** JOYCE MILELLI

01/12/2021

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title	VP
Name	REYNOLDS, JAMES
Address	1107 KEY PLAZA SUITE #287
City-State-Zip:	KEY WEST FL 33040

Title	PRESIDENT
Name	MILELLI, JOYCE
Address	1107 KEY PLAZA SUITE #287
City-State-Zip:	KEY WEST FL 33040

Title	TREASURER
Name	FARRER, ALICIA
Address	1107 KEY PLAZA SUITE #287
City-State-Zip:	KEY WEST FL 33040

Title	SECRETARY
Name	SMITH, ALEXANDRA
Address	1107 KEY PLAZA SUITE #287 287
City-State-Zip:	KEY WEST FL 33040

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

**SIGNATURE:** ALICIA ANNE FARRER

TREASURER

01/12/2021

Electronic Signature of Signing Officer/Director Detail

Date



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Sanitation Certificate

44-48-00240

44-BID-4930979

Food Hygiene - Recreational Camp

Issued To: Southernmost Hockey Club Concession Stand  
2100 Flagler Avenue  
Key West, FL 33040

County: **Monroe**  
Amount Paid: \$250.00  
Date Paid: 01/12/2021  
Issue Date: 01/12/2021

**Expires On: 09/30/2021**

Mail To: Joyce Milleli  
1107 Key Plaza 287  
Key West, FL 33040

Issued By:  
Department of Health in Monroe County  
50 High Point Road  
Tavernier, FL 33070  
(305) 676-3941

Owner: Southernmost Hockey Club Inc.

Food Type: Limited Service      Seating Capacity (Max): 0.00

Food Hygiene Restrictions (if applicable)

Original Customer: Southernmost Hockey Club Concession Stand (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



44-48-00240

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Sanitation Certificate

44-BID-4930979

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Issued To: Southernmost Hockey Club Concession Stand  
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1107 Key Plaza 287  
Key West, FL 33040

Issued By:  
Department of Health in Monroe County  
50 High Point Road  
Tavernier, FL 33070  
(305) 676-3941

Owner: Southernmost Hockey Club Inc.

copy

**AMENDED BYLAWS  
OF  
SOUTHERNMOST HOCKEY CLUB, INC.**

**ARTICLE I: PHILOSOPHY AND STRUCTURE**

**SECTION 1.01 PHILOSOPHY**

The Philosophy of the Organization is to educate and develop young people by encouraging their interest and participation in hockey through its cores values of Sportsmanship, Respect for others, Integrity, Pursuit of Excellence at the Individual, Team and Organization Levels, Teamwork, as well as "Everyone Plays," "Open Registration", "Balanced Teams", "Positive Coaching" and "Good Sportsmanship" concepts.

**SECTION 1.02. GENERAL STRUCTURE**

The Organization shall be divided into such divisions as the Board of Directors (the "Board") may from time to time determine. The Board shall have the right to determine the number of divisions and their composition.

**SECTION 1.03. ORGANIZATION DUTIES AND RESPONSIBILITIES.**

The responsibilities and duties of the Organization shall be:

- (1) To promote hockey and hockey awareness in the Florida Keys;
- (2) To provide a recreational hockey program, and to continually maintain, improve and expand the Organization's facilities;
- (3) To provide and implement the Rules and Regulations of the National USA Hockey Organization;
- (4) To appoint a Screening Review Committee to review all prospective volunteer referees and coaches (to the extent allowed by law) in a continuing effort to protect the safety of all youths participating in the program;
- (5) To cooperate in policies and procedures developed by the Board or the National USA Hockey Organization, with respect to requiring each coach, referee and other designated volunteers to complete a volunteer form, and with respect to verifying the information obtained, before permitting the coach, referee or such volunteer to participate.
- (6) To provide a source of insurance for liability coverage and an accident reimbursement program;
- (7) To conduct the business of the Organization as a nonprofit corporation.
- (8) To operate and offer a quality hockey program in a safe, fun, fair and positive environment that complies in spirit and letter with the Bylaws, policies, rules, regulations and philosophies of the organization:

- (9) To maintain good community relations with the primary objective being youth development and to become involved in other community activities, such as, but not limited to the establishment of scholarship programs;
- (10) To assign players and coaches to assure proper balance of teams within each age division;
- (11) To obtain and maintain safe playing facilities;
- (12) To recruit and assign volunteer coaches and referees, and train them thoroughly and properly;
- (13) To recognize volunteer efforts;
- (14) To disseminate to the participants, their families and the community appropriate information concerning the recreational hockey program;
- (15) To collect and disburse fees and other moneys for the sound financial organization and operation of the Organization, to keep and submit to the appropriate governmental agencies as may be required from time to time, accurate financial records to insure continuation of the tax exempt status of the Organization and to pay to the USA Hockey Organization prior to the start of each season the regional portion of its registration fees and all amounts that may be due;
- (16) To notify the USA Hockey Organization immediately of any threatened or actual claim against the Organization;
- (17) To participate in Regional and National events and programs to the extent practicable;

#### **SECTION 1.04 ORGANIZATION POLICIES**

Adoption of USA Hockey Codes and Policies. This Organization adopts by reference, the entirety of the following USA Hockey Codes and Policies, initially detailed in the 2002-2003 USA Hockey Annual Guide, as may be amended from time to time:

1. **ADMINISTRATOR'S CODE OF CONDUCT;**
2. **COACHES CODE OF CONDUCT;**
3. **OFFICIALS CODE OF CONDUCT;**
4. **PARENTS CODE OF CONDUCT;**
5. **PLAYERS CODE OF CONDUCT;**
6. **SPECTATORS CODE OF CONDUCT;**
7. **ZERO TOLERANCE POLICY;**
8. **SEXUAL ABUSE POLICY;**
9. **PHYSICAL ABUSE POLICY;**
10. **SCREENING POLICY;**
11. **CONSUMPTION/USE/ABUSE OF MOOD ALTERING SUBSTANCES POLICY; AND,**
12. **CONFLICT OF INTEREST POLICY**

For the full text of these policies, refer to the USA Hockey Annual Guide.

#### **SECTION 1.05 ORGANIZATION POLICIES REGARDING LEASED PROPERTY**

Acknowledging that the current hockey facility is maintained and operated on property owned by the School Board of Monroe County, Florida, the Organization desires to remain in compliance with

policies established by the School Board related to civility and conduct while on School Board Property. Therefore, this Organization adopts the following policy, which is intended to follow the Monroe County School Board similar policy regarding civility and conduct on School Board property:

From time to time, parents, players, coaches, volunteers, referees and visitors to the property and the facility sometimes act in a manner that is disruptive, threatening and/or intimidating to other parents, players, coaches, referees, volunteers or visitors.

The purpose of this policy, therefore, is to provide rules of conduct for all persons, including visitors which permit and encourage their participation in the program and with the players, coaches, etc., while at the same time enabling the Organization to identify and deal with those behaviors which are inappropriate and disruptive to the operation of the facility.

### **1. Expected Level of Behavior**

- a. Organization volunteers and personnel will treat parents and other members of the public with courtesy and respect.
- b. Parents and other visitors to the facility will treat all others with courtesy and respect.

### **2. Unacceptable/Disruptive Behavior**

- a. Disruptive behavior includes, but is not necessarily limited to: behavior which interferes with or threatens to interfere with the operation of a game or the facility.
- b. Using loud and/or offensive language, swearing, cursing, using profane language or displays of temper.
- c. Threatening to do bodily or physical harm to anyone, regardless of whether or not the behavior constitutes or may constitute a criminal violation.
- d. Damaging or destroying school board property or property of the Organization.

### **3. Authority of the Organization for improper conduct:**

- a. Any individual who:
  - 1. Disrupts or threatens to disrupt a hockey game or operation of the facility;
  - 2. Threatens to or attempts to do or does physical harm to anyone;
  - 3. Intentionally causes damage to school board property, or property of others lawfully on school board premises;
  - 4. Uses loud or offensive language; or who uses obscenities or speaks in a demanding, loud, insulting, and/or demeaning manner
  - 5. Without authorization, comes on school board or the Organization's facility after warning not to come on to the property:

**SHALL** be directed to leave the school board or Organization premises by any member of the Board of Directors of the Organization, a coach, referee or other designee of the Board, or in their absence a person who is lawfully in charge of the facility.

If the person refuses to leave the premises as directed, the authorized personnel **shall** seek the assistance of law enforcement and request that the law enforcement take such action as is deemed necessary.

**4. Intent:**

It is the intent of the Organization to promote mutual respect, civility, and orderly conduct among all members, players, coaches, visitors, spectators, volunteers, and the general public. It is not the intent of the Organization to deprive any person of his or her intent to freedom of expression. The intent of this policy is to maintain, to the greatest extent reasonably possible, as safe, harassment-free facility. In the interest of presenting coaches, referees and players as positive role models, the Organization encourages positive communication and discourages disruptive, volatile, hostile, or aggressive communications or actions of any type.

**ARTICLE II: OFFICES**

**SECTION 2.01 PRINCIPAL OFFICE.**

The Organization's Organization's principal office shall be located in such place as the Board shall determine from time to time.

**ARTICLE III: MEMBERS**

**SECTION 3.01 CATEGORIES OF MEMBERS**

There shall be three (3) categories of members: specifically the following: (1)-player members; (2)-Honorary Members, and (3)-Executive Members.

**SECTION 3.03 PLAYER MEMBERS**

Each registered player (or his/her parent or guardian if under 18), when properly registered with this Organization shall be a "Player Member".

**SECTION 3.04 HONORARY MEMBERS**

Honorary membership may be extended by the Board to individuals or businesses who have rendered support of any type on behalf of the program; or, who wish to financially support the organization through donation of cash or in-kind contributions. The term, rights, duties and privileges of each honorary member shall be fixed by the Board.

**SECTION 3.05 EXECUTIVE MEMBERS**

Executive membership shall be comprised of all members of the Board as long as they remain on the Board... Such memberships shall not be transferable.

**SECTION 3.06 RIGHT TO VOTE**

- (a) Only executive members shall have the right to vote at Board meetings. Player members shall have the right to vote only at annual meetings or special meetings called for particular purpose that requires a vote of the Player members. Families with more than one minor participating in the program shall remain as One (1) voting member.

- (b) Each executive member of record shall be entitled to cast one vote at meetings of the Board. Whenever any corporate action is to be taken by vote of the executive members, it shall, except as otherwise expressly provided by Florida Law or by these Bylaws, be authorized by a majority of votes cast (not counting abstentions) by the executive members.

### **SECTION 3.05 REGISTRATION FEE**

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

### **SECTION 3.06 TERMINATION OF MEMBERSHIP**

(a) The Board, or its designee, may expel any participating player Member for conduct which the Board shall deem adverse to the Philosophy of the Organization or the best interests of the Organization, including, without limitation, violation of any provision of these Bylaws or any of the rules, Regulations, policies or philosophies of the Organization. The procedure for expulsion or termination shall be as follows:

1. The Board, or its designee, shall give the participant member who is the subject of the proposed action fifteen (15) days prior notice of the proposed expulsion and the reasons for the same. In the case of a participating (player) member whose membership is to be terminated due to actual or threatened violence, playing privileges shall be suspended immediately.
2. The member may submit orally or in a written statement to the Board, or its designee, a response regarding the proposed action not less than five (5) days before the effective date of the proposed expulsion or termination of membership
3. Prior to the effective date of the proposed action, the Board, or a designee authorized to decide that the proposed expulsion not take place, shall review any such statement submitted and shall determine the mitigating effect, if any, of the information contained therein on the proposed expulsion.
4. The Board shall then conduct a special meeting to determine the expulsion or termination of membership of the player.

### **SECTION 3.07 PLACE OF MEETINGS**

Meetings of the Executive membership (the Board) shall be held at any place designated by the Board.

### **SECTION 3.08 ANNUAL MEETINGS**

The annual meeting of the Organization shall be held within 45 days prior to the end of each fiscal year but preferably before the end of each fiscal year.

### **SECTION 3.9 SPECIAL MEETINGS.**

Special meetings of the Board shall be held as may be determined necessary by the Board, the President, or at the request of two (2) Directors.



### **SECTION 3.10 NOTICE OF ANNUAL OR SPECIAL MEETINGS**

(a) Written notice of each annual or special meeting of executive members shall be given not less than ten (10), nor more than ninety (90) days before the date of the meeting to each member entitled to notice thereof. Such notice shall state the place, date and hour of the meeting and, (1) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or, (2) in the case of the annual meeting, those matters which the Board, at the time of the mailing of the notice, intends to present for action by the members, but, subject to the provisions of applicable law, any proper matter may be presented at the meeting for action.

(b) The notice of any meeting at which Directors are to be elected shall include the names of all those who are nominees at the time the notice is sent to the executive members.

### **SECTION 3.11 QUORUM**

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

### **SECTION 3.12 ADJOURNED MEETINGS AND NOTICE THEREOF**

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

### **SECTION 3.13 PROXIES**

Every executive member entitled to vote at a meeting of executive members or to express consent or dissent without a meeting may authorize another person or persons to act for her/him by written proxy. Every proxy must be signed by the executive member. No proxy shall be valid after the expiration of three months from the date thereof. Every proxy shall be revocable at the pleasure of the executive member executing it. The proxy, in order to be valid, must be delivered to, and accepted by, the Secretary prior to the opening of the meeting.

### **SECTION 3.14 FORM OF PROXY OR WRITTEN BALLOT**

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

### **SECTION 3.15 RIGHTS OF INSPECTION.**

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

## **ARTICLE IV: DIRECTORS**

### **SECTION 4.01 POWERS**

(a) Subject to any limitations contained in the Articles of Incorporation (the "Articles"), these Bylaws or the Law relating to action required to be approved by the Board, the activities and affairs of the Organization shall be conducted and all corporate powers shall be exercised by or under the direction of the Board.

(b) The Board may delegate the management of the activities of the Organization to any person or persons, management company, or committee however composed, provided that the activities and affairs of the Organization shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

1. To select and remove all Officers, agents and employees of the Organization, and to prescribe powers and duties for them, so long as they comply with Florida Law, these Bylaws and the Articles, fix their compensation and require from them such security, if any, for faithful service as the Board may deem appropriate.
2. To conduct, manage and control the affairs and activities of the Organization, and to make such Rules & Regulations they may deem appropriate.
3. To adopt, make and use a corporate seal and to alter the form of such seal from time to time, as they may deem appropriate.
4. To authorize the issuance of memberships in the Organization from time to time, upon such terms and for such consideration as may be lawful.
5. To borrow money and incur indebtedness for the purposes of the Organization, and to cause to be executed in the corporate name, all requisite promissory notes, mortgages, pledges, or other evidence of debt.

### **SECTION 4.02 NUMBER OF DIRECTORS**

The authorized number of Directors of the Organization shall be nine (9), until changed by an amendment to these Bylaws duly adopted with the approval of the Board.

### **SECTION 4.03 TERM OF OFFICE**

All Directors shall serve staggered terms of two (2) years each. The Directors shall appoint the Officers of the Corporation (President, Vice-President, Secretary and Treasurer), the terms of which shall also be staggered, coinciding with the term of the Board Member.

### **SECTION 4.04 PROCEDURES FOR NOMINATION OF DIRECTORS**

- (a) At the last regular meeting in March of each year, the Board shall appoint a nominating committee to establish the election procedure, and the nomination and qualification of any open Board vacancies, or expiring member terms.
- (b) Applicants desiring to qualify for election to the Board must do so in writing no later April 15 of each election year. Application shall be made to the Nominating Committee.

- (c) Minimum requirements: Eighteen (18) years of age, possess a valid social security number and be bondable.

#### **SECTION 4.05 VOTING PROCEDURES FOR ELECTION OF DIRECTORS**

- (a) Elections shall be held during the last week of May of each election year, respective of the timing of religious Holidays that may conflict with the same.
- (b) Voting: Each member of the Organization shall have one (1) vote. Families with more than one participating child shall also only have one vote. Children under 18 shall be represented for voting purpose by their parent or guardian.

#### **SECTION 4.06 PLACE OF MEETINGS**

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

#### **SECTION 4.07 ANNUAL MEETINGS**

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

#### **SECTION 4.08 REGULAR MEETINGS**

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

#### **SECTION 4.09 SPECIAL MEETINGS**

Special meetings of the Board for any purpose or purposes may be called at any time by the President, the Secretary or the request of any two (2) Directors.

#### **SECTION 4.10. NOTICE**

- (a) Annual and special meetings of the Board shall be held upon at least seven days notice by first-class mail or forty-eight hours' notice given personally or by telephone, telecopy, electronic transmission, or other similar means of communication.
- (b) Any such notice shall be addressed or delivered to each Director at such Director's address as it is shown upon the records of the Organization or as may have been given to the Organization by the Director for purposes of notice.

#### **SECTION 4.11 WAIVER OF NOTICE**

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

#### **SECTION 4.12 QUORUM**

A majority of the Directors then in office shall constitute a quorum for the transaction of business, except to adjourn as provided above. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by the Law, the Articles, or these Bylaws.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting; provided, that the Board can only take action pursuant to this section on items included in the agenda for the meeting.

#### **SECTION 4.13 PARTICIPATION IN MEETINGS BY CONFERENCE TELEPHONE**

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

#### **SECTION 4.14 ACTION BY BOARD WITHOUT A MEETING**

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

#### **SECTION 4.16 RIGHTS OF INSPECTION**

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

#### **SECTION 4.17 VACANCIES**

Any Director may resign effective upon giving written notice to the President or the Secretary. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.

(a) Vacancies may be filled by a majority of the remaining Directors, although less than a quorum, or by a sole remaining Director at any regular or special meeting of the Board. Each Director so selected shall hold office until the next annual meeting of the executive members and until a successor has been selected to serve the remainder of the vacated Director's term of office.

(b) A vacancy in the Board shall be deemed to exist in case of the death, resignation or removal of any Director, or if the authorized number of Directors be increased.

(c) The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, has been convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Florida's not-for-profit corporation laws. Additionally, the Board may remove, and declare vacant, the office of a Director who fails to attend three Board meetings within any one fiscal year.

#### **SECTION 4.18 REMOVAL OF DIRECTORS**

Except as otherwise provided herein or by the Law, any or all Directors may be removed with or without cause, by a majority vote of the members participating in such vote. The Board, or its designee, may in its discretion, without notice or hearing, suspend any or all operational powers or authority that an executive member may have by virtue of holding a position described herein for a period not to exceed ninety (90) days.

#### **SECTION 4.19 FEES AND COMPENSATION**

Directors shall not receive any compensation for their services as Directors or as members of committees or commissions, but reimbursement or advancement may be made for any expenses incurred or paid by them for the benefit of the Organization. The Organization shall not make any loan of money or property to, or guarantee the obligation of any Director or officer; provided, however, that the Organization may advance money to a Director or officer of the Organization for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or Director, provided that in the absence of any such advance, such Director or officer would be entitled to be reimbursed for such expenses by the Organization.

#### **SECTION 4.20 INTERESTED TRANSACTIONS PROHIBITED**

No director shall enter into any interested or self-dealing transaction with the Organization except as may be in compliance with Florida law.

### **ARTICLE V: COMMITTEES**

#### **SECTION 5.01 EXECUTIVE COMMITTEE**

(a) The Board may, by resolution adopted by a majority of the number of Directors then in office, establish an Executive Committee consisting of such number of Directors as may be determined by the Board. The Executive Committee shall have and may exercise only such powers as are specifically delegated to it by the Board to manage the business and affairs of the Organization.

(b) Appointments to the Executive Committee shall be by a majority vote of the Directors then in office. A majority of all the members of the Executive Committee may determine its rules of procedure unless the Board shall otherwise provide. The Board shall have the power to change the members of the Executive Committee at any time, either with or without cause, and to fill vacancies; provided, however, that all appointments to the Executive Committee shall be by a majority vote of the Directors then in office.

(c) Any action that under the provisions of the Law may be taken at a meeting of the Executive Committee may be taken without a meeting if authorized by a writing signed by all members of the Executive Committee who would be entitled to vote at a meeting for such purpose and filed with the Secretary.

(d) The Board may, at any regular or special meeting, overrule any action or actions of the Executive Committee by a majority vote of all members of the Board, provided that any such action will not affect the contractual rights of parties outside the Organization.

#### **SECTION 5.02 LIMITATIONS UPON COMMITTEES OF THE BOARD**

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

(a) The approval of any action for which the Law also requires approval of the executive members or approval of a majority of all executive members;

- (b) The filling of vacancies on the Board or on any committee that has the authority of the Board;
- (c) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (d) The amendment or repeal of any resolution of the Board that by its express terms is not so amendable or repealable;
- (e) The appointment of other committees of the Board or the members thereof if such committee will have the authority of the Board;
- (f) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

## **ARTICLE VI: OFFICERS**

### **SECTION 6.01 OFFICERS**

The officers of the Organization shall be a President, Vice-President, Secretary and a Treasurer. No person shall hold more than one office.

### **SECTION 6.02 REMOVAL AND RESIGNATION**

Any officer may be removed at any time, either with or without cause, by the vote of two-thirds of the entire Board.

Any officer may resign at any time by giving written notice to the President or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### **SECTION 6.03 VACANCIES**

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

### **SECTION 6.04 POWERS AND DUTIES**

(a) **President.** The President shall be the chief executive officer of the Organization and, subject to the control of the Board, shall:

- (1) Provide leadership and broad guidance to the Organization in all its activities;
- (2) Preside, when present, at the meetings of the Board;
- (3) Nominate, subject to the approval of a majority of the entire Board and without prejudice to the rights of all Board members to make such nominations, members of Board committees as and when needed;
- (4) Have the general powers and duties usually vested in the office of President of a nonprofit volunteer organization;
- (5) Have such other powers and duties as may be prescribed by the Board or these Bylaws.

(b) **Vice-President.** The Vice-President shall assume the duties of the President in the latter's absence and perform such other duties as may be assigned from time to time by the Board.

(c) **Secretary.** The Secretary shall keep the minutes of the proceedings of all Board and any committee meetings, certify official records, maintain a list of names and addresses of all members, and issue notice of all meetings. The Secretary shall keep, at the principal office the original or a copy of the Organization's Articles and Bylaws, as amended to date.

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

#### **SECTION 6.05 MULTIPLE TERMS**

Nothing contained in these Bylaws shall limit the number of terms that an Officer or Director may serve, except that the term of the Officers shall be staggered, as set forth in Article 4.03, above.

### **ARTICLE VIII: RULES & REGULATIONS**

#### **SECTION 8.01 RULES & REGULATIONS**

The Organization shall adopt a set of Rules & Regulations set forth by the USA Hockey to be known as the "Rules & Regulations" governing the conduct, playing, and scheduling of all hockey games.

#### **SECTION 8.02 AMENDMENTS**

The Rules & Regulations may be amended or repealed if approved by a majority of the Board of Directors.

### **ARTICLE IX: MISCELLANEOUS**

#### **SECTION 9.01 INSPECTION OF ARTICLES AND BYLAWS.**

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

#### **SECTION 9.02 ENDORSEMENT OF DOCUMENTS: CONTRACTS**

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

### **SECTION 9.03 CONSTRUCTION AND DEFINITIONS**

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of Florida's not-for-profit corporation laws shall govern the construction of these Bylaws.

### **SECTION 9.04 MAINTENANCE OF CORPORATE RECORDS**

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

### **SECTION 9.05 ANNUAL REPORT**

The Board shall cause an annual report to be furnished to the Directors not later than one hundred twenty (120) days after the close of the Organization's fiscal year. The annual report shall be accompanied by any report thereon of independent accountants, if any are engaged, or, if there is no such accountant's report, the certificate of an authorized officer of the Organization that such statements were prepared without audit from the books and records of the Organization.

The annual report shall contain in appropriate detail the following:

- (a) The assets and liabilities, including trust funds, if any, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Organization, both unrestricted and restricted to particular purposes, for the fiscal year.
- (d) The expenses or disbursements of the Organization, for both general and restricted purposes, during the fiscal year; and,
- (e) Any and all other information that may be required under Florida law or these Bylaws.

### **SECTION 9.06 INDEMNIFICATION**

The Organization shall, to the maximum extent permitted by Law, indemnify each Member of the Board of Directors against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that such person is or was acting as an agent of the Organization and shall advance to such persons expenses incurred in defending any such proceeding to the maximum extent permitted by law.

The Board may, in its discretion, provide by resolution for such indemnification of, or advance of expenses to, other agents, members and employees of the Organization, and likewise may refuse to provide for such indemnification or advance of expenses except to the extent such indemnification is mandatory under the Law.

### **SECTION 9.07 INSURANCE**

The Organization shall purchase and maintain insurance on behalf of all of the Officers and Directors of the Organization, to protect them from personal liability asserted against or incurred by the Officer or Director in such capacity, or arising out of the Member's status as such.



## **SECTION 9.08 PROHIBITED USES OF MEMBERSHIP LISTS**

The membership list is a corporate asset. Without consent of the Board, the membership list or any part thereof may not be used by any person for any purpose unrelated to activities of the hockey program. Without limiting the generality of the foregoing, without the consent of the Board, the membership list or any part thereof may not be:

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

## **SECTION 9.09 FISCAL YEAR**

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

## **ARTICLE X: AMENDMENTS**

### **SECTION 10.01 BYLAWS**

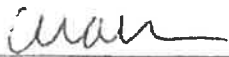
New (Amended) Bylaws may be adopted or current Bylaws may be amended or repealed by the vote of two-thirds of the Board of Directors, along with ten percent (10%) of the members, either in person or by proxy, except as otherwise provided by the Law. Amendments to be considered at the Annual Meeting under the provisions of the section must be submitted in writing to the members no later than forty-five (45) days prior to the date of the Annual Meeting.


### **SECTION 10.02 ARTICLES OF INCORPORATION**

The Articles of Incorporation may be amended if approved by a two-thirds vote of the Board of Directors, either in person or by proxy, except as otherwise provided in the Law.

### **SECTION 10.03 ADOPTION**

I HEREBY CERTIFY that the foregoing Amended Bylaws were validly adopted at the meeting of the members held on April 8, 2004 at 12:00 p.m. at 1800 N. Roosevelt Blvd. Key West, Florida, and became effective on that date and repealed and superseded all previous Bylaws, and are the current Bylaws of the Southernmost Hockey Club, Inc. I further certify that the meeting was properly noticed and the minutes reflect that all required actions to amend the Bylaws were taken.

  
Carolyn Walker, Secretary

  
Edward Cuneo, President

## **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of October, 2021, between the CITY OF KEY WEST, FLORIDA, a municipal corporation, hereinafter referred to as "City," and Southernmost Hockey Club, hereinafter referred to as "PROVIDER."

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

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

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

### **FUNDING**

**1. AMOUNT OF AGREEMENT.** The City, in consideration of the PROVIDER substantially and satisfactorily performing and carrying out the duties for \_\_\_\_\_ services, shall pay to the PROVIDER the sum of Ten Thousand AND NO/100 DOLLARS (\$ 10,000 .00) for fiscal year 2021-2022.

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

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

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

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

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

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

## **RECORDKEEPING**

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

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

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

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

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

## **RESPONSIBILITIES**

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

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

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

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

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

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

## **COMPLIANCE ISSUES**

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

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

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

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

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

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

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

#### **ASSURANCES**

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

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

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

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

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

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

#### **INDEMNITY ISSUES**

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

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

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

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

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

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

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

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

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

#### **GENERAL**

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

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

For City:

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

and

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

For PROVIDER

Joyce Milelli, Executive Director

\_\_\_\_\_  
Key West, FL 33040  
305-587-8864

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

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

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

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

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

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

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



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

(SEAL)  
ATTEST: CHERI SMITH, CITY CLERK

CITY OF KEY WEST, FLORIDA

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Federal ID No. \_\_\_\_\_)

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Executive Director

## **ATTACHMENT A**

### **EXPENSE REIMBURSEMENT REQUIREMENTS**

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

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

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

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

Only current charges will be considered, no previous balances.

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

#### **Data Processing, PC Time, etc.**

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

#### **Payroll**

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

#### **Postage, Overnight Deliveries, Courier, etc.**

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

#### **Rents, Leases, etc.**

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

#### **Reproductions, Copies, etc.**

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

#### **Supplies, Services, etc.**

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

**Telefax, Fax, etc.**

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

**Telephone Expenses**

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

**Travel and Meal Expenses**

Travel reimbursement requests must be submitted and will be paid in accordance with the City of Key West Travel Policy and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The City will only reimburse the actual room and related bed tax.

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

**Non-allowable Expenses**

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