

**MONROE COUNTY  
HUMAN SERVICES ADVISORY BOARD  
Application for Funding  
Fiscal Year 2013  
October 1, 2012 – September 30, 2013**

**RECEIVED**  
APR 25 REC'D  
BY:

Agency Name	Big Pine Athletic Association
Physical Address	Blue Heron Park, 30451 Lyttons Way, Big Pine Key FL 33043
Mailing Address	PO Box 30089
City, State, Zip	Big Pine Key FL 33040
Phone	
Fax	
Email	
Who should we contact with questions about this application?	Daniel R. Dombroski

Amount received for prior fiscal year ending 09/30/11	\$ 44,000 (line item)
Amount received for current fiscal year ending 09/30/12	\$ 44,000 (line item)
Amount requested for upcoming fiscal year ending 09/30/13	\$ 44,000

## CERTIFICATION

To the best of our knowledge and belief, the information contained in this application and attachments is true and correct. Monroe County 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 Monroe County funds for the purposes as submitted in this Application for Funding. Any change will require written approval from the Monroe County Board of County Commissioners.

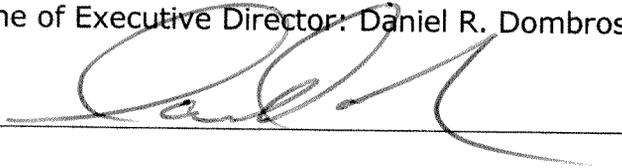
We understand that the agency must substantially meet the eligibility criteria to be considered for Monroe County funding and that any applicable attachments not included disqualify the agency's application.

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

We further understand that meeting the Eligibility Criteria in no way ensures that the agency will be recommended for funding by the Human Services Advisory Board. These recommendations are determined by service needs of the community, availability of funds, etc. HSAB funding recommendations must be approved by the Monroe County Board of County Commissioners.

Typed Name of Executive Director: Daniel R. Dombroski

Signature



Title: CPO

Date: April 24, 2012

Typed Name of Board President/Chairman: Tom Marrs

Signature



Title: President Board of Directors

Date: April 24, 2012

Detailed instructions for each question appear in the separate instruction document.

1. Insert your agency's board-approved mission statement below.

The purpose of the BPAA shall be to organize and promote sports activities in the island community and to actively encourage the people of the community to participate in local and inter-island sports activities.

2. List the services your agency provides.

Past services the BPAA provided included: After school Daycare at Blue Heron Park, Youth Baseball, Softball, Tee Ball, Youth Football and Cheerleading, Swimming Club, Tennis Club, AYSO soccer, Adult Bocce League, oversees the Dog Park at Watson Field, and staffs and supervises the Skate Park at the Big Pine Community Park

3. What specific services will be funded by this request?

- A. Organizing and supporting sports teams for both club competition and for competition within the existing individual island sports organizations.
- B. Promoting sports within the community and providing organizational assistance/advice to those special interest sports needs of the community for the purpose of organizing same.
- C. Assuring a continuity of pre-season, season and post-season sports programs and services for youth.
- D. Assuring the availability of playing fields/facilities for all sanctioned activities.
- E. The filing and maintenance of all state forms to obtain and maintain a nonprofit organization.
- F. The solicitation of funds to pay registration fees and buy sports equipment for players who cannot afford the personal expenses.
- G. Establish a Community Teen Center at the current BPAA non operational afterschool site at the Blue Heron Park.
- H. Working with appropriate local, state and federal officials for additional playing fields and facilities and for youth sports related services

4. Funding category:

If you have been previously funded by HSAB, do you request to have the HSAB consider changing your funding category? Please circle yes or no: Yes **No**

If yes, please circle the new category for which you would like to be considered:

Medical                      Core Services                      Quality of Life

If you have not been previously funded, please circle the funding category that you believe best matches your services:    Medical                      Core Services                      **Quality of Life**

5. Will County HSAB funds be used as match for a grant?

No

6. If you answered "yes" to Question #5, please specify the following for each grant:

a. grant award title, granting agency, and purpose: N/A

- b. grant amount: N/A
- c. match percentage requirement and amount: N/A
- d. expected award date: N/A

7. If your organization was funded with HSAB funds last year, please briefly and specifically explain:

FY 2011-12 the BPAA was funded as a line item from the Monroe County Budget not HSAB funds

- a. how the funds were spent: N/A
- b. how they were used to leverage additional funding: N/A

8. Do you plan to allocate any part of this HSAB grant, if awarded, as a sub-grant to another organization? *If yes, please list the recipient(s), the purpose(s), and amount(s). Please make sure these are included on Attachment D, under "Grants to Other Organizations."*

No, the BPAA will continue to operate, but the Boys and Girls Clubs of the Keys will provide administrative oversight of BPAA for the balance of FY 2011-12 and FY 2012-13. The BPAA will utilize the HSAB grant and funding from the HSAB funds from FY 2011-12 and FY 2012-13 would be used to establish a Teen Center at the current site of the BPAA non operational afterschool program site at the Blue Heron Park. In addition, during the course of FY 2012-13 our goal is for both organizations to merge into one entity. This will accomplish the County's objectives to, when possible, combine similar organizations, decrease administrative costs and to utilize county funding for direct services for their designated clientele. In this case for the youth in the Big Pine Key Area.

9. Does your organization allocate sub-grants to other organizations using other sources (non County) of funding? *If yes, please list the recipient(s), the purpose(s), and amount(s). Please make sure these are included on Attachment E, under "Grants to Other Organizations."*

No

10. Will you or have you applied for other sources of County funding? *If yes, please list source(s) and amount(s). Also be sure to reflect this information on Attachment F.*

Previous funding was from line item at \$44,000.00 per year and a separate Contract with Monroe County for managing the Skate Park at \$46,756.00.

11. What needs or problems in this community does your agency address?

The high cost of living in this county places a great deal of strain on parents who must balance the economic needs of their family and children with the emotional needs. It is not uncommon for a parent to have two jobs in order to make ends meet. These economic realities result in a

high percentage of children being unsupervised, with no positive alternatives after school, on holidays or during summer vacation. Monroe County also has a very high rate of substance abuse, which often results in children not having adequate and appropriate discipline and supervision within their own homes. This lack of consistent parenting in their lives is one of the major factors that contribute to numerous youth becoming involved in problematic or acting out behaviors in our community.

12. What statistical data support the needs listed in Question #11?  
*(If applying for \$5,000 or less, a response is not required.)*

According to the information on the 2010 Florida Youth Substance Abuse Survey, 40.50% of Monroe County middle school students between the ages of 10-14 years old have reported using alcohol and 67.20% High School students aged 15 to 17. This is compared to a state average of 35.90% for middle school students and 63.40% for high school students. The percentage of youth experimenting with alcohol almost doubles for youth in Monroe County from the ages of 10-14 to 15-17. Additional data obtained from the 2010 Florida Youth Substance Abuse Survey shows that in most cases the youth in Monroe County have a higher risk factor, as well as a generally higher percentage, of underage drinking or experimentation with drugs than their state wide counterparts. The same can be said about tobacco use. However, per capita there are fewer resources available to engage these youth and redirect their behaviors in a rural county such as Monroe. In addition, Monroe County has a very high rate of adult alcohol and substance abuse and this, coupled with the "party" atmosphere of the Keys, places many youth in dangerous and life altering circumstances.

13. What are the causes (not the symptoms) of these problems?  
*(If applying for \$5,000 or less, a response is not required.)*

Due to the extremely high cost of living in Monroe County, many adults are forced to work two or three jobs and are often unable to meet the needs of their families alone. This is especially true of single parent homes. Big Pine Key is a vastly underserved area and is a bedroom community for parents who have to work and travel to either Key West or Marathon. With the employment demands of the adults, many children are often left alone or have older siblings watching them during the most critical times of their days - after school or on non-school days. It is a well documented fact that the most vulnerable time in a child's day, in terms of being a victim of child abuse or abduction, criminal activity, sexually acting out, or drug or alcohol involvement, is the time from the end of the school day till the time that parent(s) return home from work. This risk is magnified further when the focus of study is on children from homes of low family income or single parents.

14. Describe your target population as specifically as possible.

The target population is youth under the age of 18, both male and female. No child is turned away regardless of family situation or financial circumstances. With the addition of the Bocce league, adults of all genders and situations are now included.

15. How are clients referred to your agency?

Since 1983 BPAA has had a long and distinguished history of providing services in the community. Clients are referred through advertising, word of mouth and by making sign up forms available at local public schools.

16. What steps are taken to be sure that prospective clients are eligible and that the neediest

clients are given priority?

No screening process occurs as no child is turned away.

17. Describe any networking arrangements that are in place with other agencies.

We have formal collaborative relationships with the Big Pine Neighborhood Charter School and the Monroe County School District. We have and will continue to engage in numerous other informal collaborative relationships with other organizations in Monroe County. These include Wesley House, Just4Kids, Mel Fisher Maritime Museum, AHEC, Boy Scouts, Monroe County Department of Health, Monroe County and the City of Key West.

18. List all sites and hours of operation. Please note which of these sites will be using HSAB funding.

Watson Field, BPK, Big Pine Community Park, BPK, St Peters Soccer Field, BPK, Key West Baseball Complex, KW, Key West Football Field, KW, Sugarloaf School Athletic Fields. All hours are variable due to practice and Game Schedules.

Initially, the hours that the Teen Center at Blue Heron Park will be operational will be Friday from 6 pm to 10 pm and Saturday from 6pm to 10 pm. Hours of operation will be expanded as the number of participants increases. This will be funded by HSAB funding.

19. What financial challenges do you expect in the next two years, and how do you plan to respond to them? *(If applying for \$5,000 or less, a response is not required.)*

Economic pressures will be caused by budget shortfalls due to reduced funding from local, state and federal funding opportunities. The BPAA will begin to identify, locate and secure the funding sources that allow them to continue to meet the expanding needs of the children they serve in the Big Pine Area. Once the merger is finalized between both organizations the ability to be eligible and to apply for grants and assistance from the National Office of the Boys and Girls Clubs of America will be heightened. During this period of transition the BPAA will remain committed to aggressively explore additional funding opportunities within Monroe County, the State of Florida, the federal government and private sources. The BPAA will also increase their fundraising efforts in the community and begin to identify a donor base for the organization.

20. What organizational challenges do you expect in the next two years, and how do you plan to respond to them? *(If applying for \$5,000 or less, a response is not required.)*

There are several. While the BPAA has a long history of providing services to the youth of the Big Pine Area, they were primarily staffed by volunteers. Over the course of the last year the organization's executive director resigned and was not replaced and they lost a majority of their volunteers. The result of this has left the BPAA at a critical juncture. Without clear direction, several funding opportunities were missed as well as the renewal of various licenses, etc. The organization plan is for the Boys and Girls Club to assume the responsibility, on a month to month basis, of the operation of the BPAA. The BPAA will still exist, however over the course of the 2011-12 FY and the 2012-13 FY, steps will be made to correct several of the organization's deficiencies and for a merger to occur to combine the BPAA and the Boys and Girls Club into one organization. This will insure that funding opportunities such as United Way and the Shared Asset Forfeiture Fund, as well as other appropriate grant opportunities are applied for, as well as evaluating and implementing changes to the organization's fiscal procedures to insure they are in compliance with standard operating procedures for a non profit organization.



28. In 300 words or less, address any topics not covered above (*optional*).

Since 1983 the Big Pine athletic Association has done a remarkable job of providing many activities for the youth of our communities. However, over the past few years it has become increasingly difficult for them to continue to flourish with a core of volunteers in the ever changing and demanding arena of non profit management. They have missed out on several local funding opportunities as well as having their executive director resign and not replaced. Their after school program at the Blue Heron Park does not operate and the organization is struggling to right itself. The community can ill afford to lose them and the services they provide. Big Pine Key is a dreadfully underserved and underfunded area in Monroe County. It serves as a bedroom community for families who work in either Key West or Marathon. The combination of these two circumstances makes it difficult for families and their children. There are often very little organized and positive activities for many of these pre teens and teenagers to participate and engage in. The entire community would be harmed and would suffer if they were to lose their funding from HSAB. This situation does present some positive opportunities. There exists an opportunity for the BPAA and Boys and Girls Club to merge and become one organization. This will eliminate some duplication of services and will reduce administrative and other costs. There will no longer need to be an executive director for BPAA. It is our hope to accomplish this goal during FY 2012-13. Our plan is that, with the newly elected Board and administrative oversight from the Boys and Girls Club, we will begin to take the necessary steps to accomplish this long term goal.

### **Required Attachments**

*Required attachments were distributed to you as a separate document. Be sure to include these with your application. Please note: the required attachments A through F are only available in Microsoft Excel format. We require that you use this format, since it will automatically expand rows, generate totals and percentages, and align figures for easier reading. Please label each attachment with your organization name and attachment letter.*

## ATTACHMENT CHECKLIST

<b>LABEL AND ATTACH THE FOLLOWING IN THE ORDER SHOWN, AFTER THIS PAGE IF NOT APPLICABLE, PLEASE SO INDICATE AND EXPLAIN</b>	<b>ATTACHED?</b>		<b>COMMENTS</b>
	<b>YES</b>	<b>NO</b>	<b>You must explain any "NO" answers</b>
A-1. Current Board Information Form	X		
B. Agency Compensation Detail	X		
C. Profile of Clients, Client Numbers and Services (Performance Report)	X		
D. County HSAB Funding Budget	X		
E. Agency Expenses	X		
F. Agency Revenue	X		
G. Copy of Audited Financial Statement from most recent fiscal year (2010) if organization's expenses are \$150,000 or greater.		X	Expenses are less than \$150,00
H. Copy of filed IRS Form 990 from most recent fiscal year (2010)	X		
I. Copy of current fee schedule	X		
J. Copy of IRS Letter of Determination indicating 501 C 3 status & Copy of GUIDESTAR printout	X		
K. Copy of Current Monroe County and City Occupational Licenses		X	not required
L. Copy of Florida Dept. of Children And Families License or Certification		X	not required
M. Copy of any other Federal or State Licenses	X		
N. Copy of Florida Dept. of Health Licenses/Permits		X	Not required
O. Copy of front page of Agency's EEO Policy/Plan	X		
P. Copy of Summary Report of most current Evaluation/Monitoring *		X	Not required
Q. Data showing need for your program (See Question 12)	X		
R. Other (specify) TWO PAGE LIMIT	X		

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



## Attachment A-1

BPAA

BOARD MEETING (Special Meeting)

MINUTES

April 23, 2012

Board Members in Attendance: Sean MacDonald, Jason O'Brien, Susan Miller, Sara Maschal, Bob Mock, Michele Adams, Jacqui Norman, and Steve Miller.

A special board meeting was called to elect new officers and directors for the Big Pine Athletic Association.

President Steve Miller called the meeting to order.

1. New Directors to the BPAA.  
Tom Marrs, Big Pine Paint and Body Shop  
Karen Leonard, Sombrero Country Club  
Megan Gaines, Wesley House Family Services  
Lori Dombroski, AHEC  
Holly Estes, News Barometer  
Juliana Waldrop, Mosquito Control

Sarah Mashcal made a motion to accept the new board members, Jason O'Brien 2<sup>nd</sup>, All in favor.

2. Appointment of New Officers

Tom Marrs, President  
Holly Estes, VP  
Karen Leonard, Tres.  
Megan Gaines, Sec

Jason O'Brien moved to accept the new officers for the BPAA, Jacqui Norman 2<sup>nd</sup>, All in favor.

3. Acceptance of Resignation of Board Members

Board Members resigning: Steve Miller, Jacqui Norman, Jason O'Brien, and Susan Miller.

Karen Leonard made a motion to accept the resignations, Megan Gaines 2<sup>nd</sup>, all in favor.

Juliana Waldrop made a motion to adjourn, Lori Dombroski 2<sup>nd</sup>, All in favor.



# ATTACHMENT C - PROFILE OF CLIENTS, CLIENT NUMBERS AND SERVICES (Performance Report)

2013

Delete or type over sample information shown.

Big Pine Athletic Association

List Services Here	Target Population	# of Persons In Target Population	Area	Days/Hours	Total Number of Clients Served during most recent completed fiscal year	Current # of Clients ("snapshot") as of 4/11/12
Youth Sports	Children 5-16	1,000	Lower Keys	Varies	560	166
Adult Sports	Adults	5,000	Lower Keys	Varies	120	120
<b>Unduplicated Clients for Entire Agency</b>						286
<i>(see instructions - this is not a total of the numbers above)</i>						

**ADDITIONAL INFORMATION REQUIRED:**

Please indicate the number of clients served who are Monroe County residents: All are residents of Monroe County  
 Please list or describe achieved measurable outcomes for your target populations:

Enroll a minimum of 50 new teen admissions into the Teen center      Admission applications

75% of Teen Club members will have a decrease in acting out behaviors      Incident reports, staff observation, contact with school officials, parents and care givers

Full enrollment in Youth Sport Activities and Teams      Admission applications

All youth will master the concept of working together as a team and good sportsmanship      Staff and coaches observation, contact with parents and care givers

75% Teen Club members will have an increased knowledge of the health risks of using drug, alcohol and cigarettes      Participation in Life skills programs at the Teen Center

## ATTACHMENT D - COUNTY HSAB FUNDING BUDGET

2013

Big Pine Athletic Association

Show the proposed budget detail for the County HSAB funds requested.  
The total must match with the total funding requested.

	Proposed Expense Budget for Upcoming Year Ending:	
	9/13/2013	
Expenditures	Total	%
Salaries - Program	32,048	72.8%
Payroll Taxes - Program	2,452	5.6%
Employee Benefits - Program	0	0
Salaries - Administrative	5,000	11.4%
Payroll Taxes - Administrative	383	0.9%
Employee Benefits - Administrative	0	0
<b>Subtotal Personnel</b>	<b>39,883</b>	<b>90.6%</b>
Postage		0
Office Supplies		0
Telephone/Internet		0
Professional Fees		0
Rent		0
Utilities		0
Repair and Maint.		0
Gas/oil	500	1.1%
Miscellaneous	381	0.9%
Grants to Other Organizations		0
<i>List others below</i>		0
Teen Center Recreation Supplies, etc	2,000	4.5%
Field Trips, special activites	1,236	2.8%
		0
		0
		0
		0
		0
		0
		0
		0
		0
		0
<b>Total Expenses</b>	<b>44,000</b>	<b>100.0%</b>

## ATTACHMENT E - AGENCY EXPENSES

2013

Complete this worksheet for the entire agency.  
Please round all amounts to the nearest dollar.

Big Pine Athletic Association

Expenditures	Proposed Expense Budget for Upcoming Year Ending:		Projected Expenses for Current Year Ending:	
	9/30/2013		9/30/2012	
	Total	%	Total	%
Salaries - Program	62,622	51%	35,926	30%
Payroll Taxes - Program	5,199	4%	2,748	2%
Employee Benefits - Program	0	0%	0	0%
Salaries - Administrative	5,000	4%	44,215	37%
Payroll Taxes - Administrative	383	0%	3,382	3%
Employee Benefits - Administrative	0	0%	0	0%
<b>Subtotal Personnel</b>	<b>73,204</b>	<b>59%</b>	<b>86,271</b>	<b>72%</b>
Postage		0	50	0%
Office Supplies	2,500	2%	2,000	2%
Telephone	1,800	1%	1,710	1%
Professional Fees	5,000	4%	5,000	4%
Rent	724	1%	724	1%
Utilities	0	0	0	0
Repair and Maint.	3,000	2%	2,000	2%
Travel	0	0	0	0
Miscellaneous	1,000	1%	600	1%
Grants to Other Organizations	0	0	0	0
List others below	0	0		0
Insurance	12,000	10%	11,425	10%
Sports uniforms, equip. etc	12,000	10%	10,000	8%
Gas and oil	1,000	1%		0
Teen Center Rec supplies	6,000	5%		0
TV, DVP player, movies	2,500	2%		0
Snacks, food etc	2,000	2%		0
Promotion	1,052	1%		0
		0		0
		0		0
<b>Total Expenses</b>	<b>123,780</b>	<b>100%</b>	<b>119,780</b>	<b>100%</b>
<b>Revenue Over/(Under) Expenses</b>	<b>0</b>		<b>0</b>	



**Short Form**  
**Return of Organization Exempt From Income Tax**  
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code  
 (except black lung benefit trust or private foundation)

OMB No. 1545-1150  
**2010**  
**Open to Public Inspection**

▶ Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions). All other organizations with gross receipts less than \$200,000 and total assets less than \$500,000 at the end of the year may use this form.  
 ▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

**A For the 2010 calendar year, or tax year beginning** , 2010, and ending , 20

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	Please use IRS label or print or type. See Specific Instructions.	<b>C Name of organization, number and street, city, town, state, and ZIP code</b> BIG PINE ATHLETIC ASSOCIATION INC PO BOX 430089 BIG PINE KEY FL 33043	<b>D Employer identification number</b> 59-2255760
		<b>E Telephone number</b> 305-872-0292	<b>F Group Exemption Number</b> ▶

**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:** ▶  
**J Tax-exempt status** (check only one) -  501(c)(3)  501(c)( ) ◀ (insert no.)  4947(a)(1) or  527

**K Check**  if the organization is not a section 509(a)(3) supporting organization and its gross receipts are normally not more than \$50,000. A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions). But if the organization chooses to file a return, be sure to file a complete return.

**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, line 25, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ. ▶ \$ 152,656.**

**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	131,990.
	2	Program service revenue including government fees and contracts	2	20,666.
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5 a	Gross amount from sale of assets other than inventory	5 a	
	5 b	Less: cost or other basis and sales expenses	5 b	
	5 c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5 c	
	6	Gaming and fundraising events		
	6 a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6 a	
6 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 exceed \$15,000)	6 b		
6 c	Less: direct expenses from gaming and fundraising events	6 c		
6 d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6 d		
7 a	Gross sales of inventory, less returns and allowances	7 a		
7 b	Less: cost of goods sold	7 b		
7 c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7 c		
8	Other revenue (describe in Schedule O)	8		
9	<b>Total revenue.</b> Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	152,656.	
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	75,374.
	13	Professional fees and other payments to independent contractors	13	2,470.
	14	Occupancy, rent, utilities, and maintenance	14	724.
	15	Printing, publications, postage, and shipping	15	35.
	16	Other expenses (describe in Schedule O)	16	40,387.
17	<b>Total expenses.</b> Add lines 10 through 16	17	118,990.	
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)	18	33,666.
	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	13,131.
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20	21	46,797.



**Part V Other Information** (Note the 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
33	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity in Schedule O		X
34	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)		X
35	If the organization had income from business activities, such as those reported on lines 2, 6a, and 7a (among others), but not reported on Form 990-T, explain in Schedule O why the organization did not report the income on Form 990-T.		
a	Did the organization have unrelated business gross income of \$1,000 or more or was it a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements?		X
b	If "Yes," has it filed a tax return on Form 990-T for this year (see instructions)?		
36	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		X
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions	37a	0
b	Did the organization file Form 1120-POL for this year?	37b	
38a	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?	38a	X
b	If "Yes," complete Schedule L, Part II and enter the total amount involved	38b	
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9	39a	
b	Gross receipts, included on line 9, for public use of club facilities	39b	
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911; section 4912; section 4955		
b	Section 501(c)(3) and 501(c)(4) 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	40b	X
c	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
d	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization		
e	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	40e	X
41	List the states with which a copy of this return is filed		
42a	The organizations books are in care of BLUE HERON PARK Telephone no. 305-872-0292 Located at 30415 LYTTONS WAY FL BIG PINE KEY ZIP + 4 33043		
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)? If "Yes," enter the name of the foreign country: See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.	42b	X
c	At any time during the calendar year, did the organization maintain an office outside of the U.S.? If "Yes," enter the name of the foreign country:	42c	X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the tax year	43	
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	X
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	44b	X
c	Did the organization receive any payments for indoor tanning services during the year?	44c	X
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	

	Yes	No
<b>45</b> Is any related organization a controlled entity of the organization within the meaning of section 512(b)(13)?	<b>45</b>	X
<b>a</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 must be completed instead of Form 990-EZ	<b>45a</b>	X
<b>46</b> 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	<b>46</b>	X

**Part VI Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only.** All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts 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

	Yes	No
<b>47</b> Did the organization engage in lobbying activities? If "Yes," complete Schedule C, Part II	<b>47</b>	X
<b>48</b> Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	<b>48</b>	X
<b>49a</b> Did the organization make any transfers to an exempt non-charitable related organization?	<b>49a</b>	X
<b>b</b> If "Yes," was the related organization a section 527 organization?	<b>49b</b>	

**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 address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
NONE				

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

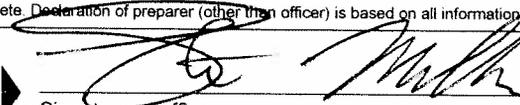
**51** Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation
NONE		

**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 and 4947(a)(1) nonexempt charitable trusts 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>		05/04/2011
	Signature of officer <b>STEVE MILLER</b> Type or print name and title	Date PRESIDENT

<b>Paid Preparer's Use Only</b>	Print/Type preparer's name LINDA TATUM	Preparer's signature LINDA TATUM	Date 04/26/2011	Check <input type="checkbox"/> if self-employed	PTIN P00041453
	Firm's name BIG PINE TAX SERVICE INC	Firm's EIN 65-1073940			
	Firm's address 14 PALMETTO AVE BIG PINE KEY FL 33043-	Phone no. 305-872-3096			

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**  
Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

**Open to Public Inspection**

<b>Name of the organization</b> BIG PINE ATHLETIC ASSOCIATION INC	<b>Employer identification number</b> 59-2255760
--	---

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: .....
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33 1/3 % of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3 % of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.  
  - a  Type I      b  Type II      c  Type III - Functionally integrated      d  Type III - Other
- e  By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that it is a Type I, Type II or Type III supporting organization, check this box .....

g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

	Yes	No
(i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization? .....	11g(i)	
(ii) A family member of a person described in (i) above? .....	11g(ii)	
(iii) A 35% controlled entity of a person described in (i) or (ii) above? .....	11g(iii)	

h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									

**Total** .....

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	58479.	51983.	63886.	89611.	131990.	395949.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	5696.	41785.	31033.	22341.	20666.	121521.
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	64175.	93768.	94919.	111952.	152656.	517470.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support (Subtract line 7c from line 6.)						517470.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
9 Amounts from line 6	64175.	93768.	94919.	111952.	152656.	517470.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	64175.	93768.	94919.	111952.	152656.	517470.

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2010 (line 8, column (f) divided by line 13, column (f))	15	100.00 %
16 Public support percentage from 2009 Schedule A, Part III, line 15	16	100.00 %

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2010 (line 10c, column (f) divided by line 13, column (f))	17	0.00 %
18 Investment income percentage from 2009 Schedule A, Part III, line 17	18	0.00 %

19a 33 1/3 % support tests - 2010. If the organization did not check the box on line 14, and line 15 is more than 33 1/3 %, and line 17 is not more than 33 1/3 %, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3 % support tests - 2009. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3 %, and line 18 is not more than 33 1/3 %, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

▶ Attach to Form 990, 990-EZ, and 990-PF.

**2010**

**Name of the organization**

BIG PINE ATHLETIC ASSOCIATION INC

**Employer identification number**

59-2255760

**Organization type** (check one):

**Filers of:**

**Section:**

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note.** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II.

**Special Rules**

For a section 501(c)(3) organization filing Form 990 or Form 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), and received from any one contributor, during the year, a contribution of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For a section 501(c)(7), (8), or (10) organization filing Form 990 or Form 990-EZ that received from any one contributor, during the year, aggregate contributions of more than \$1,000 for use exclusively for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For a section 501(c)(7), (8), or (10) organization filing Form 990 or Form 990-EZ that received from any one contributor, during the year, contributions for use exclusively for religious, charitable, etc., purposes, but these contributions did not aggregate to more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions of \$5,000 or more during the year ..... ▶ \$ \_\_\_\_\_

**Caution.** An organization that is not covered by the General Rule and/or the Special Rules do not file Schedule B (Form 990, 990-EZ, or 990-PF), but they **must** answer "No" on Part IV, line 2 of its Form 990, or check the box on line H of its Form 990-EZ, or on line 2 of its Form 990-PF, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

For Paperwork Reduction Act Notice, see the Instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2010)

Name of organization

BIG PINE ATHLETIC ASSOCIATION INC

Employer identification number

59-2255760

**Part I** Contributors (see instructions)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	BRD OF COUNTY COMMISSION PO BOX 1026 KEY WEST FL 33041-1026	\$ 90,200.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
2	UNITED WAY PO BOX 2910 KEY WEST FL 33045-2910	\$ 7,750.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**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.

OMB No. 1545-0047

**2010**

**Open to Public  
Inspection**

Name of the organization

BIG PINE ATHLETIC ASSOCIATION INC

Employer identification number

59-2255760

FORM 990EZ PAGE 1 LINE 16 OTHER EXPENSES

DEPRECIATION EXPENSE 870

INSURANCE 12124

FINANCE CHARGES 39

LICENSES & REGISTRATIONS 186

INTERNET 1654

OFFICE EXPENSE 137

SUPPLIES 1304

TELEPHONE 1713

BANK CHARGES 89

MEET FEES 648

TENNIS COACH 2879

SPORTS EQUIPMENT & UNIFORMS 6008

SOCIAL EVENTS FOR KIDS 4035

UMPIRES & SCOREKEEPERS 3490

TROPIES & PRIZES 701

LEAGUE FEES 4510

TOTAL EXPENSES 40387

FORM 990EZ PAGE 2 PART II LINE 24 OTHER ASSETS

EQUIPMENT 49463

NATURAL HISTORY EXHIBIT 3457

ACCUMULATED DEPRECIATION -50572

# Depreciation and Amortization (Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

Name(s) shown on return <b>BIG PINE ATHLETIC ASSOCIATION</b>	Business or activity to which this form relates <b>FORM 990 EZ</b>	Identifying number <b>59-2255760</b>
---	---	---

**Part I Election To Expense Certain Property Under Section 179**

**Note:** If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (See instructions) .....	<b>1</b>	500,000.
2 Total cost of section 179 property placed in service (see instructions) .....	<b>2</b>	
3 Threshold cost of section 179 property before reduction in limitation (see instructions) .....	<b>3</b>	2,000,000.
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0- .....	<b>4</b>	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions .....	<b>5</b>	
<b>6 (a) Description of property (b) Cost (business use only) (c) Elected cost</b>		
7 Listed property. Enter the amount from line 29 .....	<b>7</b>	
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7 .....	<b>8</b>	
9 Tentative deduction. Enter the smaller of line 5 or line 8. ....	<b>9</b>	
10 Carryover of disallowed deduction from line 13 of your 2009 Form 4562 .....	<b>10</b>	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions) .....	<b>11</b>	
12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11 .....	<b>12</b>	
13 Carryover of disallowed deduction to 2011. Add lines 9 and 10, less line 12. .... ▶	<b>13</b>	

**Note:** Do not use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)**

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions) .....	<b>14</b>	
15 Property subject to section 168(f)(1) election .....	<b>15</b>	
16 Other depreciation (including ACRS) .....	<b>16</b>	

**Part III MACRS Depreciation (Do not include listed property.) (See instructions.)**

**Section A**

17 MACRS deductions for assets placed in service in tax years beginning before 2010 .....	<b>17</b>	869.
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here .....	<input type="checkbox"/>	

**Section B-Assets Placed in Service During 2010 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depr. (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

**Section C-Assets Placed in Service During 2010 Tax Year Using the Alternative Depreciation System**

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

**Part IV Summary (See instructions)**

21 Listed property. Enter amount from line 28 .....	<b>21</b>	
22 <b>Total.</b> Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions .....	<b>22</b>	869.
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs. .... ▶	<b>23</b>	

**For Paperwork Reduction Act Notice, see separate instructions.**

**Attachment I**

**BPAA Fee Schedule 2012**

\$150.00 per year.....After school care

\$75.00 per season.....Baseball

\$75.00 per season.....Football

\$80.00 per season.....Swimming

\$70.00 per season.....Soccer

\$25.00 per season.....Bocce

\$15.00 per lesson.....Tennis



Category: Youth Development

# BIG PINE ATHLETIC ASSOCIATION INC

[Donate Now](#)



Big Pine Key, FL

**GUIDESTAR QUICK VIEW** *Everything you need to know...*

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[Tweet](#) 0

## BIG PINE ATHLETIC ASSOCIATION INC

Physical Address: **Big Pine Key, FL 33043**

EIN: **59-2255760**



**GuideStar Seal**

Organization does not have a GuideStar Exchange Seal



**Registered with IRS**

Legitimacy information is available



**Financial Data**

Annual Revenue and Expense data reported



**Forms 990**

2010, 2009, and 2008 Forms 990 filed with the IRS



**Mission Objectives**

Mission Statement is available



**Impact Statement**

Impact Statement is *not* available



No Personal Reviews available

<a href="#">Summary</a>	<a href="#">Financial</a>	<a href="#">Forms 990 &amp; Docs</a>	<a href="#">People</a>	<a href="#">Program &amp; Help</a>
<a href="#">News</a>				

## Legitimacy Information

- This organization is registered with the IRS.
- This organization is required to file an IRS Form 990 or 990-EZ.

Institutional funders should note that an organization's inclusion on GuideStar.org does not satisfy IRS Rev. Proc. 2011-33 for identifying supporting organizations.

*Learn more about GuideStar Charity Check, the only pre-grant due diligence tool that is 100% compliant with IRS Rev. Proc 2011-33.*

## Forms 990 from IRS

Login or register to view Forms 990 for 2010, 2009, and 2008.

[Subscribe Now](#)

## Annual Revenue & Expenses

Fiscal Year Starting: **Jan 01, 2007**

Fiscal Year Ending: **Dec 31, 2007**

### Revenue

**Total Revenue**                      **\$87,228**

### Expenses

**Total Expenses**                      **\$100,890**

*Is this information up-to-date?  
Claim your report and update your  
GuideStar Exchange profile today!*

[Subscribe Now](#)

## Basic Organization Information

BIG PINE ATHLETIC ASSOCIATION INC

**Physical Address:** Big Pine Key, FL 33043

**EIN:** 59-2255760

**NTEE Category:** O Youth Development

O20 (Youth Centers, Clubs, (includes Boys/Girls Clubs)- Multipurpose)

**Year Founded:** 1983

**Ruling Year:** 1983

Login or register to see this organization's full address, contact information, and more!

## Mission Statement

PROGRAMS FOR YOUTH

## Expert Reviews

There are no Expert Reviews for this organization. Learn more about [TakeAction@GuideStar](mailto:TakeAction@GuideStar).

## Impact Statement

This organization has not provided an impact statement.

## Personal Reviews

There are no reviews for this organization.

[Write a Review](#)

Powered by *GREAT* Nonprofits

Report Powered By:



Internal Revenue Service

District Director

Department of the Treasury  
Returns Program Management  
Staff - Taxpayer Assistance  
P.O. Box 1055 - Room 1109  
401 West Peachtree St., NW  
Atlanta, GA 30370

*1/2 Etna - For your  
information.  
Barbara*

Date: JUN 09 1992

Date of Inquiry: 05/11/92

Refer Reply To:  
RPM:EO:TPA

EIN: 59-2255760

FFN: 580029511

Big Pine Athletic Association Inc.  
PO Box 89  
Big Pine Key, FL 33043-0089

Dear Taxpayer:

This is in response to your request for confirmation of your exemption from Federal income tax.

Our records indicate your organization was granted exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code by our letter dated November, 1983. You were further determined not to be a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 509(a)(2).

Contributions to you are deductible as provided in section 170 of the Code.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified or revoked by the Internal Revenue Service. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

Thank you for your cooperation.

Sincerely yours,



Exempt Organizations Coordinator



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 04/05  
11/13/09

85-8012529060C-8 Certificate Number	11/30/2009 Effective Date	11/30/2014 Expiration Date	ORG BENEFITTING MINORS Exemption Category
--	------------------------------	-------------------------------	--

This certifies that

BIG PINE ATHLETIC ASSOCIATION INC  
30415 LYHONS WAY  
BIG PINE KEY FL 33043-0000

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



## Important Information for Exempt Organizations

DR-14  
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.



*ATTACHMENT M*

Florida Department of Agriculture & Consumer Services  
CHARLES H. BRONSON, Commissioner  
Tallahassee, Florida

September 2, 2010

Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee FL 32399-6500  
Phone: 1-800-HELP-FLA  
URL: <http://www.800helpfla.com>

Refer To: **CH7783**

BIG PINE ATHLETIC ASSOCIATION, INC.  
PO BOX 430089  
BIG PINE KEY, FL 33043-0089

A handwritten signature consisting of a stylized letter 'M'.

RE: BIG PINE ATHLETIC ASSOCIATION, INC.  
REGISTRATION#: CH7783  
EXPIRATION DATE: October 10, 2011

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 60 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,

*Sherni Neal*

Sherni Neal  
Senior Analyst  
850-410-3680  
Fax: 850-410-3804  
E-mail: [neals@doacs.state.fl.us](mailto:neals@doacs.state.fl.us)



**FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**  
**COMMISSIONER ADAM H. PUTNAM**

September 12, 2011

Refer To: DTN2276441 CH7783

*M*

BIG PINE ATHLETIC ASSOCIATION, INC.  
PO BOX 430089  
BIG PINE KEY, FL 33043-0089

*Revised  
back  
9/16/11*

Re: Application Under Solicitation of Contributions Act DTN: 2276441  
First Notice of Deficiency

Dear Applicant:

The Department received your application submitted under Chapter 496, Florida Statutes, the Solicitation of Contributions Act. The application is deficient for the following reasons:

1. You did not submit an acceptable financial report for your fiscal year ending 12/31/10. Your return is not signed by an authorized officer of the organization. Please forward a complete original/current signed copy of these documents.

Financial information must be reported in one of the following formats:

- a) The Departments Financial Report form;
- b) IRS form 990 and Schedule A;
- c) IRS form 990EZ and lines 10-13 of the Departments Financial Report Form.

2. Your previously submitted registration fee of \$125.00 will be applied when the required financial information is received. If additional fees are owed, please remit the balance due with your financial information.

Pursuant to Chapter 496, Florida Statutes, this Notice is provided within 10 working days of receiving your application to enable you to correct the cited deficiencies for further review by the Department. Your response to this letter should resolve each deficiency cited above; do not submit a partial response.

If you do not correct these deficiencies within 30 days from receiving this Notice your application will be denied and the Department will pursue its available legal remedies. Soliciting Contributions from persons in Florida, or from a physical location in Florida, without being properly registered is a violation of Chapter 496, Florida Statutes.

Thank you for your attention to this matter. If you have any questions regarding your application/filing, please contact the undersigned at the number listed below.

Sincerely,

*Mac Smith*

Mac Smith  
Regulatory Consultant  
850-410-3721  
Fax: 850-410-3804  
kennedy.smith@freshfromflorida.com



**2012 Florida Annual Resale Certificate for Sales Tax**

DR-13A  
R. 10/11

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012**

Business Name and Location Address

BIG PINE ATHLETIC ASSOCIATION INC  
WATSON FIELD  
BIG PINE KEY FL 33043

Certificate Number  
54-8012085108-6

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this *Annual Resale Certificate* will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

Presented to: \_\_\_\_\_  
(Insert name of seller on photocopy) (date)

Presented by: \_\_\_\_\_  
Authorized Signature (Purchaser) (date)

**BPAA Employee**  
**Anti-Discrimination and Harassment Policy**

The Big Pine Athletic Association is an "equal opportunity employer."  
The employer will not discriminate in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, creed, color, national origin, gender or sexual orientation.

The Big Pine Athletic Association is committed in all areas to providing a work environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment.

**AGREEMENT FOR  
BIG PINE KEY SKATE PARK  
MONROE COUNTY, FLORIDA**

This Management Agreement is made and entered into this 22 day of August, 2008, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **BIG PINE ATHLETIC ASSOCIATION** ("CONTRACTOR"), a 501-3-C corporation, whose address is Post Office Box 430089, Big Pine Key, FL 33043.

**WHEREAS**, it serves a legitimate public purpose to provide a skate park in Big Pine Key; therefore,

**IN CONSIDERATION** of the mutual promises and covenants contained hereinafter to be kept and performed, the COUNTY and the CONTRACTOR agree that the CONTRACTOR shall manage the skate park at Big Pine Key Park, it is agreed as follows:

1. **THE AGREEMENT**

The Agreement consists of this document, the proposal documents, the bid documents and the exhibits only.

2. **PREMISES**

Skate Park located at 31009 Atlantis Boulevard, Big Pine Key, Florida (Tract A, Whispering Pines subdivision, Plat #3 as recorded in Plat Book 4 at Page 59 in the Public Records of Monroe County, Florida [RE#286360-000000], formerly known as Mariners Resort), hereinafter **PARK**.

3. **SCOPE OF THE WORK**

The Contractor shall provide management and operation of the Skate Park in accordance with the specifications entitled: Management Agreement for Big Pine Key Skate Park, Monroe County, Florida.

4. **TERM OF AGREEMENT**

The term of this management agreement shall be on a month-to-month basis to allow for preparation of a RFP and award of bid for management of Big Pine Key Park and Skate Park.

5. **SKATE PARK**

A. On August 20, 2008 Board of County Commission meeting, a Resolution will be submitted for approval adopting rules and regulations governing the use of the Big Pine Key Skate Park, which is very near completion. A contractor is needed to temporarily manage and operate the Skate Park on a month-to-month basis, as same may be amended from time to time (Resolution No. \_\_\_\_-2008 is attached to this sample contract and marked Exhibit "A"). This agreement shall terminate upon bid award and execution of an operation and management contract for Big Pine Key Park and Skate Park by the Monroe County Board of County Commissioners at a later date. The **CONTRACTOR** shall carry liability insurance which

covers skate park operations and shall name Monroe County as an additional insured for such coverage.

B. At a minimum, the Skate Park shall open at 10:00 a.m. each day other than (January 19, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day) and shall remain open as follows:

- Until 6:00 p.m.: November, December, and January;
- Until 6:30 p.m.: February;
- Until 7:00 p.m.: March, April and October;
- Until 8:00 p.m.: May and September;
- Until 8:30 p.m.: June, July and August.

C. At some time in the future, the County may include BMX bikes as an allowed activity at the Skate Park. If this change is made, this contract will be amended to include BMX bikes and additional operating hours as activities requiring supervision and management by the CONTRACTOR.

#### **6. PARK REVENUES / CONCESSION REVENUES**

All revenue generated at the PARK site by the CONTRACTOR must be deposited in a separate account at a federally insured financial institution with an office in Monroe County. All revenue generated at the PARK site must be spent for recreational programs and activities at the PARK, minus up to five (5) percent of the revenues which shall be spent for administrative overhead (i.e., bookkeeping, billing, payroll, consultant fees) made necessary by the CONTRACTOR'S park programs, activities and entrance fees. All PARK revenue records and accounts must be kept according to generally accepted accounting principles and made available during regular business hours (Monday-Friday, 9:00 a.m. - 5:00 p.m., holidays excepted) to auditors employed by either Monroe County or the State of Florida. If an auditor employed by the COUNTY or the State determines that revenue generated at the PARK was spent for a purpose or purposes not authorized by this contract, then the CONTRACTOR must pay over to the COUNTY the sum determined by the auditor to be improperly spent. The COUNTY may only use the refunded sum for PARK improvements or maintenance.

#### **7. AMOUNT:**

The COUNTY shall pay CONTRACTOR Three Thousand Eight Hundred and Fifty Dollars and no/100--(\$3,850.00) per month in arrears. The CONTRACTOR shall provide a monthly invoice to the Division of Public Works, and payment shall be made according to the Local Government Prompt Payment Act.

#### **8. OFFICE SPACE**

The CONTRACTOR is permitted to set up an office and have telephone service established in the press box and office space. The CONTRACTOR will have exclusive access to the office space located in the community building. The CONTRACTOR will be responsible for all furnishings, equipment, and telephone charges associated with this office space.

**9. UTILITIES**

The COUNTY will be responsible for all utilities charges associated with the PARK, with the exception of telephone service for the CONTRACTOR'S office located in the press box and office.

**10. SIGNAGE**

The CONTRACTOR is permitted to install signs and rules & regulations signs, upon COUNTY approval, contingent upon CONTRACTOR receiving any necessary permits, as well as appropriate approvals and clearances from utility companies. COUNTY will install scheduling signs by the tennis courts.

**11. COMPLAINTS**

The CONTRACTOR and THE COUNTY agree to work together in close communication concerning all grievances and complaints. CONTRACTOR shall inform COUNTY immediately of any incidents, accidents and calls to law enforcement.

**12. IMPROVEMENTS**

The COUNTY may remodel, renovate or reconstruct any buildings, structures or pavilions on the premises; provided that if such remodeling, renovation or reconstruction prevents or materially interferes with the CONTRACTOR'S use of its office provided for in Section 8, then the COUNTY, at its cost and expense, shall provide substantially comparable office space to the CONTRACTOR and shall relocate the CONTRACTOR. In addition, the COUNTY is responsible for all resurfacing and major work at the PARK.

**13. MAINTENANCE**

COUNTY staff will perform and be responsible for all maintenance of the buildings, fields, grounds and improvements at the PARK and will maintain and stock the bathrooms daily. Notwithstanding anything to the contrary, the COUNTY will accept any and all responsibility for accidents and incidents related to the maintenance and renovation of the facility, unless caused by CONTRACTOR'S negligence, and the CONTRACTOR will be exempt from any and all liability related to the COUNTY'S maintenance of the facility, however, if the CONTRACTOR observes any conditions on site which it reasonably believes are dangerous, the CONTRACTOR shall promptly contact the Public Works representative indicated in Section 27 of this agreement.

**14. FUNDRAISING**

All fees charged in connection with the PARK shall be used only to benefit the PARK. Any funds collected by the CONTRACTOR through fundraising activities at the PARK shall also be used solely to benefit the PARK. The CONTRACTOR will be responsible for the collection of the above-mentioned fundraising and fees, but shall have no obligation to pursue any person for collection of bounced checks or other non-payment. The CONTRACTOR will decide upon the appropriate disbursements and allocation of these funds for PARK purposes, and any audit by COUNTY or its agents which discloses improper application of such funds to any use other than for the benefit of the PARK shall be repaid to County by the CONTRACTOR.

**15. ACCEPTANCE OF CONDITIONS BY CONTRACTOR**

CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

**16. FINANCIAL RECORDS OF CONTRACTOR**

CONTRACTOR 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 COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONTRACTOR.

**17. PUBLIC ACCESS**

The COUNTY and CONTRACTOR 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 COUNTY and CONTRACTOR in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

**18. HOLD HARMLESS AND INSURANCE**

CONTRACTOR covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) 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 CONTRACTOR occasioned by the negligence, errors, or other wrongful act or omission of CONTRACTOR, its employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of CONTRACTOR to comply with the requirements of this section shall be cause for immediate termination of this agreement.

If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the COUNTY.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.** Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law, and Employer's Liability coverage in the amount of \$500,000.00 bodily injury by

accident, \$500,000.00 bodily injury by disease, policy limits, and \$500,000.00 bodily injury by disease, each employee.

**COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE.** Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If single limits are provided, the minimum acceptable limits are \$500,000.00 per person, \$1,000,000.00 per occurrence, and \$100,000.00 property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**COMMERCIAL GENERAL LIABILITY.** Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage (including Skate Park Liability Insurance)

The minimum limits acceptable shall be:

Commercial general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. If single limits are provided, the minimum acceptable limits are \$500,000.00 per person, \$1,000,000.00 per occurrence, and \$100,000.00 property damage.

***MONROE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.***

**CERTIFICATES OF INSURANCE.** Original Certificates of Insurance shall be provided to the COUNTY at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the COUNTY before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees, agents and volunteers.

**19. NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of COUNTY and CONTRACTOR 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 Agreement entered into by the COUNTY be required to contain any provision for waiver.

**20. INDEPENDENT CONTRACTOR**

At all times and for all purposes under this agreement CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No

statement contained in this agreement shall be construed so as to find CONTRACTOR or any of his employees, subs, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

**21. NONDISCRIMINATION**

The parties 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. The parties 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 VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 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 § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 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, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 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 §§ 1201), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**22. ASSIGNMENT/SUBCONTRACT**

CONTRACTOR shall not assign or subcontract its obligations under this agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or sub shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

**23. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS**

In providing all services/goods pursuant to this agreement, CONTRACTOR shall abide by all laws of the Federal and State government, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and

State government. 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 Agreement. CONTRACTOR shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

**24. DISCLOSURE AND CONFLICT OF INTEREST**

CONTRACTOR represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. COUNTY agrees that officers and employees of the COUNTY 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.

Upon execution of this contract, and thereafter as changes may require, the CONTRACTOR shall notify the COUNTY of any financial interest it may have in any and all programs in Monroe County which the CONTRACTOR sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

COUNTY and CONTRACTOR 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 CONTRACTOR agrees that the COUNTY 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.

**25. NO PLEDGE OF CREDIT**

CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

**26. NOTICE REQUIREMENT**

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Monroe County Public Works  
1100 Simonton St., Rm. 2-231  
Key West, Florida 33040  
and  
Monroe County Administrator  
1100 Simonton St., Rm. 2-205  
Key West, FL 33040

FOR CONTRACTOR:

Big Pine Athletic Association  
Post Office Box 430089  
Big Pine Key, FL 33043

**27. CONTACT PERSONS**

The following, or their designees, are the contact persons in connection with this management agreement:

FOR COUNTY

Building Administrator  
Office Phone: 305-\_\_\_\_\_  
Cell Phone: 305-\_\_\_\_\_

If not available contact:

Public Works Division  
Office Phone: 305-292-4560

or

County Administrator's Office  
Office Phone: 305-292-4441

FOR CONTRACTOR

Big Pine Athletic Association  
Post Office Box 430089  
Big Pine Key, FL 33043

**28. TAXES**

COUNTY is exempt from payment of Florida State Sales and Use taxes. CONTRACTOR shall not be exempted by virtue of the COUNTY'S exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials. CONTRACTOR shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

**29. CANCELLATION**

Either party hereto may cancel this management agreement with or without cause by giving the other party sixty (60) days written notice sent certified mail of its election to do so. The COUNTY will not be obligated to pay for any services provided by CONTRACTOR after the effective date of termination, but shall remain liable after termination of this agreement for all services provided prior thereto (including, without limitation, those payments to be made in arrears under Section 7, and any reasonable termination payments made to the Park Manager and other staff). This agreement will terminate upon execution of a management agreement for Big Pine Key Park and Skate Park.

**30. RETURN OF PREMISES**

At the end of the term of this management agreement or any extensions thereof, the CONTRACTOR shall vacate and peacefully surrender the premises to the COUNTY.

**31. 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 Agreements 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 COUNTY and CONTRACTOR agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

**32. MEDIATION**

The COUNTY and CONTRACTOR 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. 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.

**33. 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 COUNTY and CONTRACTOR 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.

**34. ATTORNEY'S FEES AND COSTS**

COUNTY and CONTRACTOR 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 in both trial and appellate proceedings. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

**35. ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of COUNTY and CONTRACTOR. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of COUNTY and CONTRACTOR, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

**36. 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, COUNTY and CONTRACTOR 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. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**37. BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

**38. 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 COUNTY and corporate action, as required by law.

**39. CLAIMS FOR FEDERAL OR STATE AID**

CONTRACTOR and COUNTY 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; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**40. 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 COUNTY, when performing their respective functions under this Agreement within the territorial limits of

the COUNTY 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 COUNTY.

**41. LEGAL OBLIGATIONS AND RESPONSIBILITIES**

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 COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

**42. NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, 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 COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR 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.

**43. ATTESTATIONS**

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

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

**45. 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.

**46. SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**47. PUBLIC ENTITY CRIME INFORMATION STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor, or consultant 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."

**48. FORCE MAJEURE**

If either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act or obligation required under this agreement to be performed by such party and such delay or hindrance is due to a strike, lockout, or other labor difficulty, fire or other casualty, condemnation, war, terrorist or other enemy act, civil commotion, riot, insurrection, a tropical storm or hurricane watch, warning or evacuation, other atypically inclement weather (based on historical weather data), other act of God, the requirements of any local, state or federal law, rule or regulation or other cause of a like nature (other than financial) beyond the control of the party so delayed or hindered, then performance of such work, service or other act or obligation shall be excused for the period of such delay and the period for the performance of such work, service or other act or obligation shall be extended for a period equivalent to the period of such delay.

**49. MUTUAL REVIEW**

This agreement has been carefully reviewed by Contractor and the County therefore, this agreement is not to be construed against either party on the basis of authorship.

**50. INCORPORATION OF PROPOSAL DOCUMENTS**

The terms and conditions of the proposal documents are incorporated by reference in this contract agreement.

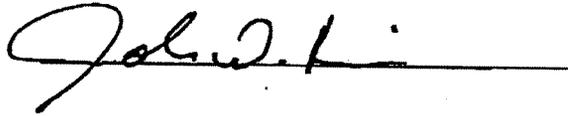
**51. ANNUAL APPROPRIATION**

The County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the

County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and date first written above in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

FOR MONROE COUNTY



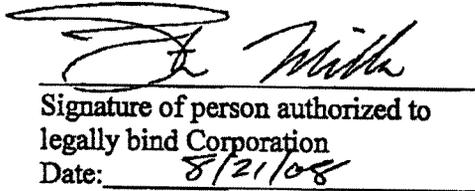
FOR CONTRACTOR:

  
Signature

8/21/08  
Date

  
Signature

8/21/08  
Date

  
Signature of person authorized to  
legally bind Corporation  
Date: 8/21/08

STEVE MILLER  
Print Name

Address: P. O. Box 430089  
Big Pine Key, FL 33043  
Telephone Number  
(305) 872-0292

EXHIBIT "A"

Public Works Division

**RESOLUTION NO. \_\_\_\_\_ - 2008**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA, RATIFYING RULES AND REGULATIONS  
FOR THE SKATE PARK AT BIG PINE KEY PARK**

WHEREAS, the Skate Park officially opened on \_\_\_\_\_, 2008, and

WHEREAS, staff developed rules and regulations governing the Skate Park, which are printed on the release and waiver of liability form obtained by each participant and are posted on signage installed at the Park; now, therefore,

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
MONROE COUNTY, FLORIDA, that the Board hereby ratifies the following rules and  
regulations for the Skate Park located at Big Pine Key Park:**

1. Each skater must have a signed release and waiver of liability before entering the skating area. Participants under 18 must have their parent/guardian sign the release and waiver for them.
2. Each skater must sign in and be cleared through the skate facility office prior to entering the skating area.
3. Each skater must wear a helmet, elbow pads, knee pads, and wrist guards while on the skating surface.
4. Only skateboards and inline skates are permitted.
5. Shirts and appropriate clothing must be worn at all times.
6. No profanity or inappropriate wording on clothing. The park staff will determine inappropriate attire.
7. Cursing, swearing, use of foul or inappropriate language will not be tolerated.
8. An adult 18 years or older must accompany anyone under the age of 10.
9. Food (including gum and candy) and beverages are not allowed on the skating surface.
10. Possession or consumption of any intoxicating beverage or controlled substance is prohibited.
11. Smoking is prohibited inside the skating facility.
12. Coolers, backpacks, and boom boxes will not be allowed in the skating area.
13. Monroe County and the \_\_\_\_\_, as the park operator, have exclusive discretion to close the Skate Park due to inclement weather or for any other at any time.
14. Waxing is not allowed.
15. Inappropriate behavior will not be tolerated.

16. Skaters and skateboarders must practice courtesy.
17. Skating will be allowed under the supervision of \_\_\_\_\_ staff only. The attendant in charge will have the authority to limit the number of participants at any time to ensure safety and to evaluate skill levels of patrons.
18. Anyone exhibiting reckless behavior or throwing/placing any foreign objects inside the skating area or endangering patrons and/or spectators will be escorted out of the park by park staff or the Monroe County Sheriff's Department.
19. NO REFUNDS.
20. There is to be no trespassing after the facility is closed. Trespassers will be prosecuted to the fullest extent of the law.
21. Rain checks will be given only within the first hour of participation.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the \_\_\_\_\_ day of \_\_\_\_\_, AD 2008.

Mayor DiGennaro \_\_\_\_\_  
 Mayor Pro Tem McCoy \_\_\_\_\_  
 Commissioner Spehar \_\_\_\_\_  
 Commissioner Neugent \_\_\_\_\_  
 Commissioner Murphy \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF  
 MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
 Mayor/Chairman

(Seal)  
 Attest: DANNY L. KOHLAGE, Clerk

By \_\_\_\_\_  
 Deputy Clerk



**MEMORANDUM**  
Office of the Monroe County Attorney

TO: Mr. Dan Dombroski, Boys & Girls Club of the Keys Area, Inc.  
Mr. Steve Miller, Big Pine Key Athletic Association, Inc.

FROM: Cynthia L. Hall, Assistant County Attorney CH

THRU: Suzanne A. Hutton, County Attorney

DATE: March 29, 2012

SUBJECT: Potential Methods for Transferring Responsibility for Programs From Big Pine Key Athletic Association, Inc. to the Boys & Girls Club of the Keys Area, Inc.

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This is further to our conversation the other day regarding ways in which Big Pine Key Athletic Association, Inc. ("BPAA") could transfer some or all responsibilities for programs to the Boys & Girls Clubs of the Keys Area, Inc. ("Boys & Girls Clubs"), in a way that would be legally acceptable to the County.

**BPAA Corporate History and Structure**

According to Secretary of State records available on SunBiz, BPAA is a not-for-profit corporation. (Exh. A.) Steve Miller is the President. The last annual report was filed on April 8, 2011 with the Secretary of State. Vice-President, Treasurer and Secretary are listed on the Annual Report.

BPAA is the owner of parcels II and IJ, in the Pine Key Acres subdivision, Big Pine Key. BPAA took title to the property by a warranty deed dated November 14, 1979, O.R. 801 Page 854, by which title was transferred from Florida Keys Properties, Inc. to the athletic association. (Exh. B.) There are no restrictions on the warranty deed. Parcel IJ, with RE 111072-045000, is in essence Watson Field. Parcel II, with RE 111072-045000, is the property with the tennis courts, immediately to the east of Watson Field. (Exh. C.) The new dog park appears to straddle the line between the two properties. Monroe County owns the lot immediately to the east of Property II. The Stiglitz House is located on that property.

According to the most recent set of bylaws for BPAA, the following are officers: President, VP, Secretary, Treasurer, and directors of each "active annexed activity." The Board of Directors consists of the officers plus the executive head of each sports activity recognized by BPAA. The board meets monthly on the second Tuesday of the month, following the general membership meeting. The bylaws provide that the board shall employ an executive director of Blue Heron Park, and may hire other employees. Elections take place in November. However, the bylaws also provide that "vacancies will be filled as soon as possible, by a vote of a quorum of the existing Board of Directors." (Exh. D.)

Mr. Dan Dombroski  
Mr. Steve Miller  
March 29, 2012

### **Contracts Between BPAA and Monroe County**

I was able to find three contracts between BPAA and Monroe County:

1. A lease dated October 21, 2009, by which BPAA leases parcels II and IJ to Monroe County for a period of ten (10) years beginning on November 1, 2009 and continuing through October 31, 2019, for a total rent of one dollar (\$1.00). (Exh. E.)
2. A contract dated January 19, 2000, renewed on October 16, 2002, by which Monroe County leases tracts DW and EJ, Pine Key Acres, Big Pine Key to BPAA, for the sum of \$1.00 per year, for the purpose of running a youth center for the Big Pine Key area. Tracts DW & EJ are located at 30415 Lyttons Way, Big Pine Key. The renewal agreement was for a term of three years beginning on January 18, 2006. It appears to have expired. (Exh. F.)
3. An agreement between the County and BPAA (the most recent version dated October 19, 2011), whereby the County gave \$44,000 to BPAA for fiscal year 2011/12 for afterschool day care at Blue Heron park, youth baseball, softball, tee ball, youth football and cheerleaders, swimming club, youth tennis, adult Bocce league, overseeing agency for the dog park at Watson field, and overseeing management of skate park at Big Pine Community Park. (Exh. G.)

### **Methods for Transfer of Responsibilities**

Based on the facts presented, it appears there may be three ways by which BPAA could accomplish its goal of continuing to provide programs with additional assistance, which could be legally acceptable to the County.

1. **Assignment of the unexpired term of the grant agreement dated October 19, 2011 + new lease of tracts DW & EJ.** This agreement provides that BPAA will provide the programs listed on Attachment C of the agreement, in return for \$44,000 for the current fiscal year. Paragraph 23 of the Agreement permits assignment of the agreement, after approval by the BOCC. The assignment would be both of the responsibilities under the Agreement, and the right to receive the funds.<sup>1</sup>

The current agreement between the County and BPAA runs only through the end of the fiscal year (September 30, 2011). There is no assurance that the County will continue funding, or continue funding at the same level. However, unless the Boys &

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<sup>1</sup> Mr. Miller indicated that the funds provided by the County under this agreement are used to pay the Executive Director plus a number of part-time positions, and that he would want these individuals to become employees of the Boys & Girls Clubs. There is nothing in the agreement between the County and BPAA regarding this, therefore, this topic would need to be the subject of a separate agreement between BPAA and the Boys & Girls Clubs.

Mr. Dan Dombroski  
Mr. Steve Miller  
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Girls Clubs has entered into a separate agreement with BPAA to cover other issues, then the assignment, the contractual responsibilities, and the funding will all end at the same time.

The assignment could either be full – i.e., a complete assignment of all services listed on Attachment C of the grant agreement – or partial. If, for any reason, BPAA and the Boys & Girls Club chose not to assign all of the responsibilities (e.g., supervision of the dog park), then the assignment document would only cover those services transferred. The parties would need to calculate how to prorate the money and advise the County. BPAA would continue to be responsible contractually to the County for any services left over after the assignment.

After assignment, the board of BPAA would no longer have any involvement in or control over running the programs.

The assignment is only for the remainder of the existing contract (in other words, it ends with expiration of the term of the agreement). Thereafter, Boys & Girls Clubs could apply to the County for its own agreement, to cover the same scope of services.

Assuming the lease between BPAA and the County for tracts DW & EJ has expired, the Boys & Girls Clubs may wish also to ask for a new lease with the County for that property, on the same terms. (Please note: I have not discussed this with anyone at the County and do not know if the County is willing– I am only discussing legalities.)

2. **Subcontract of grant agreement dated October 19, 2011 + new lease of tracts DW & EJ.** From a practical perspective, this would accomplish BPAA's goal of having someone take over day to day operations of the program. From a legal perspective, it is important for BPAA to understand that subcontracting (unlike assignment) does not get rid of BPAA's liability or legal responsibility for running the program. If, for any reason, Boys & Girls Clubs does not perform, BPAA is still responsible. (In assignment, conversely, all of the legal responsibility is transferred forevermore.) I do not read anything in the grant agreement to require consent of the BOCC prior to subcontracting (as compared to assignment).
3. **Populating the board of BPAA with directors from Boys & Girls Clubs.** The third idea we discussed is the idea of having people from the Boys & Girls Clubs become directors of BPAA. The bylaws appear to say that officers (who are directors) are normally elected in November, but can also be elected at any time if there is a vacancy, by a simple majority vote of a quorum of the existing board. Mr. Miller did not say whether there are any vacancies. If so, additional officers/ directors could be added by this method. All contracts, including the grant agreement, would remain in the name of BPAA. The advantage of this method is that it does not require going in front of the BOCC to ask for approval to an assignment. The advantage to BPAA is that all of the directors who are representatives of the "annexed programs" will continue to have a say in how the programs are run, if that

Mr. Dan Dombroski

Mr. Steve Miller

March 29, 2012

is important. The disadvantage to the Boys & Girls Clubs is that it potentially may have all of the directors who are representatives of the “annexed programs” with a point of view on how the programs should be run – viewpoints potentially not necessarily in concert with the thoughts or policies of the Boys & Girls Clubs.

The directors of each of the corporations owe a fiduciary duty to that corporation. If, for example, a member of the board for the Boys & Girls Club was also sitting as a member of the board for BPAA, that individual would owe a fiduciary duty to each of the separate boards. Giving advice on how to resolve the duties in the event of a conflict is well beyond the scope of this memo.

Please note that this Memorandum has been issued to provide you information as to what options available to the two corporations could be acceptable to the County, and is not intended to constitute legal advice to the corporations.

You are welcome to contact me at (305) 292-3470 or [hall-cynthia@monroecounty-fl.gov](mailto:hall-cynthia@monroecounty-fl.gov) if you have any further questions.

cc: Commissioner George Neugent