

# BRYANT, MILLER AND OLIVE, P.A.

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430 MARGATE  
ATLANTA, GEORGIA 30328  
TELEPHONE: (770) 399-7700  
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728898

Mark G. Lawson  
mlawson@bmlaw.com

February 7, 2002

Division of Corporations  
Department of State  
409 East Gaines Street  
Tallahassee, Florida 32314

600004896426--0  
-02/08/02--01045--003  
\*\*\*\*\*111.75 \*\*\*\*\*111.75

Re: Central Florida Young Men's Christian Association, Inc.; Our Matter #6085

Dear Sir or Madam;

600004896426--0  
-02/08/02--01046--004  
\*\*\*\*\*10.75 \*\*\*\*\*10.75

Enclosed please find the original and one photocopy of the Articles of Merger in connection with the above referenced matter together with our check in the amount of \$111.75 in payment of the following: (a) \$70.00 filing fee; (b) \$33.00 certified copy; and (c) \$8.75 Certificate of Status reflecting that the Central Florida Young Men's Christian Association, Inc. merged with The Young Men's Christian Association of Brevard County, Florida, Inc. with the surviving entity being the Central Florida Young Men's Christian Association, Inc.

Please date-stamp the photocopy with the filing information and return it to our courier together with the certified copy and the certificate for forwarding to our office.

Your assistance in this matter is appreciated. Should you have any questions or comments regarding the above, please do not hesitate to contact me.

Very truly yours,



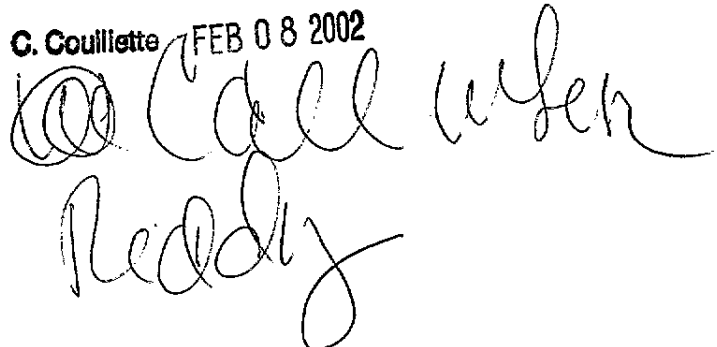
Kathi Fraser  
Legal Assistant

FILED  
2002 FEB - 8 AM 11:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Enclosure

RECEIVED  
02 FEB - 8 AM 10:56  
DIVISION OF CORPORATION

C. Coulllette FEB 08 2002



ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BREVARD COUNTY,  
FLORIDA, INC., a Florida corporation, 707570

INTO

**CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a**  
Florida entity, 728898

File date: February 8, 2002

Corporate Specialist: Cheryl Coulliette

## **ARTICLES OF MERGER**

The following articles of merger are submitted in accordance with the Florida Not for Profit Corporation Act, to wit: §617.1105, Florida Statutes.

**FIRST:** The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Central Florida Young Men's Christian Association, Inc.	Florida

**SECOND:** The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
The Young Men's Christian Association of Brevard County, Florida, Inc.	Florida

**THIRD:** The Plan of Merger is attached.

**FOURTH:** The merger shall become effective on the date the Articles of Merger are filed with the Department of State.

### **FIFTH: ADOPTION BY SURVIVING CORPORATION**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on the 12th day of December, 2000. The number of directors in office was 33. The vote for the plan was as follows: 33 FOR 0 AGAINST

### **SIXTH: ADOPTION OF MERGER BY THE MERGING CORPORATION**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on the 22<sup>nd</sup> day of December, 2000. The number of directors in office was 7. The vote for the plan was as follows: 7 FOR 0 AGAINST

EXECUTED as of the 22<sup>nd</sup> day of December, 2000.

FILED  
2002 FEB - 8 AM 11:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF BREVARD  
COUNTY, FLORIDA, INC.

Attest: Alan R. Boggs  
Alan R. Boggs, Secretary  
[SEAL]

By: Robin Fisher  
Robin Fisher, Board Chair and  
President

CENTRAL FLORIDA YOUNG MEN'S  
CHRISTIAN ASSOCIATION, INC.

Attest: Ralph Martinez  
Ralph Martinez, Secretary  
[SEAL]

By: B. Philip Jones, Jr.  
B. Philip Jones, Jr., Board Chair  
By: James W. Ferber  
James W. Ferber, President

(corrected\*)  
PLAN AND AGREEMENT OF MERGER  
OF  
THE YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BREVARD COUNTY, FLORIDA, INC.  
INTO  
CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

THIS PLAN AND AGREEMENT OF MERGER dated this 22<sup>nd</sup> day of December 2000, is made and entered into by and between The Young Men's Christian Association of Brevard County, Florida, Inc., a Florida corporation not-for-profit (hereinafter "Brevard County YMCA" or "YMCA of Brevard County") and Central Florida Young Men's Christian Association, Inc., a Florida corporation not-for-profit (hereinafter "YMCA of Central Florida").

WHEREAS, the YMCA of Central Florida is a corporation not-for-profit organized and existing under the laws of the State of Florida;

WHEREAS, the YMCA of Brevard County is a corporation not-for-profit organized and existing under the laws of the State of Florida;

WHEREAS, the objectives of the YMCA of Central Florida and the YMCA of Brevard County are substantially similar and the board of directors of the YMCA of Central Florida and the board of directors of the YMCA of Brevard County deem it advisable and in the best interest of the corporation that the YMCA of Brevard County be merged into the YMCA of Central Florida under the terms and conditions hereinafter set forth for the accomplishment of such common objectives.

NOW, THEREFORE, in consideration of the promises and mutual agreements, provisions and covenants herein contained, the YMCA of Central Florida and the YMCA of Brevard County hereby agree as follows:

1. Merger. On the Effective Date, as defined in Section 6 hereforth, the YMCA of Brevard County shall be merged into the YMCA of Central Florida (the "Merger"). The YMCA of Central Florida shall be the surviving corporation and the separate corporate existence of the YMCA of Brevard County shall cease upon the Effective Date. The YMCA of Central Florida shall operate the facilities located in Brevard County, Florida formerly known as the YMCA of Brevard County as a branch of the YMCA of Central Florida. The name of the continuing facility in Brevard County shall be the YMCA of Central Florida Brevard County Family Center, until such time as other facilities are opened in Brevard County.

2. Treatment of Memberships. The board of directors of the YMCA of Brevard County will deliver the names of two (2) persons who are qualified to be board members of the YMCA of Central Florida to the YMCA of Central Florida, and the YMCA of

Central Florida shall take appropriate action to elect such persons as board members of the YMCA of Central Florida.

3. Existing Memberships. Persons who have memberships in the YMCA of Brevard County shall have memberships in the YMCA of Central Florida Brevard County Branch, subject to the terms and conditions applicable to all memberships in the YMCA of Central Florida.

4. No Charter Amendments. On the Effective Date, the Charter of the YMCA of Central Florida in effect as of the Effective Date shall continue to be the Charter of the YMCA of Central Florida after the Effective Date, with no change or amendment being made thereto except as may be required from time to time.

5. Directors and Officers.

(a) The persons who are directors and officers of the YMCA of Central Florida immediately prior to the Effective Date shall, after the Effective Date, remain the directors and officers of the YMCA of Central Florida and shall serve in such capacities until their successors have been duly elected and qualified in accordance with the Charter and Bylaws of the YMCA of Central Florida.

(b) All of the persons who are the directors and officers of the YMCA of Brevard County shall immediately after the Effective Date of the merger become the Brevard County Family Center Boards of Managements and shall serve in accordance with the Charter and Bylaws of the YMCA of Central Florida.

(c) If, new Family Centers are constructed in Brevard County in accordance with the YMCA of the USA, new board members will be designated per the By-Laws of the Central Florida YMCA.

6. Employees. The existing employees of the Brevard County YMCA Family Center will become employees of the Central Florida YMCA on the Effective Date, subject to all employee benefits and compensation per the Employee Benefits Plan of the Central Florida YMCA.

7. Short-Term and Long-Term Contracts. The Central Florida YMCA agrees to assume all existing contracts entered into by the Brevard County YMCA as of the Effective Date under the terms and conditions of the contracts as they exist on the Effective Date.

8. Effect of Merger. On the Effective Date: (i) the separate existence of the YMCA of Brevard County shall cease and the YMCA of Brevard County shall be merged with and into the YMCA of Central Florida with the effects set forth in Section 617.1106 of the Florida Not-For-Profit Corporation Act (the "Act"), and the YMCA of Central Florida shall then possess all of the rights, privileges, powers, immunities, purposes and franchises, both public and private, of the YMCA of Brevard County; (ii)

title to all real estate and of the property owned by the YMCA of Brevard County shall be vested in the YMCA of Central Florida; (iii) all liabilities of the YMCA of Brevard County shall be assumed by and be the responsibility of the YMCA of Central Florida; (iv) any proceeding pending against either the YMCA of Brevard County or the YMCA of Central Florida may be continued as if the Merger did not occur or the YMCA of Central Florida may be substituted in the proceeding for the YMCA of Brevard County; and (v) the rights of creditors and liens upon or security interests in the property of the YMCA of Brevard County shall not be impaired by the Merger. If at any time after the Effective Date the YMCA of Central Florida shall consider or be advised that any further assignment or assurances are necessary or desirable to vest in the YMCA of Central Florida the title of any property or rights of the YMCA of Brevard County, the corresponding directors and officers of the YMCA of Central Florida shall have the authority to execute and make all such proper assignments and assurances and to do all things necessary or proper to vest title in such property or rights in the YMCA of Central Florida and to otherwise carry out the purposes of the Plan and Agreement of Merger.

9. Effective Date. As used in this Plan and Agreement of Merger, the term "Effective Date" shall mean the date of filing with the Florida Secretary of State of the executed Articles of Merger together with a counterpart of this Plan and Agreement of Merger or January 1, 2001, whichever comes first.

10. Termination of Merger.

(a) This Plan and Agreement of merger may be terminated by the written agreement of the parties hereto at any time prior to the Effective Date and in such event this Plan and Agreement of Merger shall have no further force or effect and there shall be no liability on the part of the parties hereto.

(b) If at any time the YMCA of Central Florida ceases the operation of a Family Center in Brevard County, the Board of Management of the YMCA of Brevard County ("Brevard County") shall have 180 days within which to establish and obtain a charter of incorporation for a new non-profit organization ("Successor YMCA") and must be approved by the Young Men's Christian Association (National), be exempt from Federal Income Tax under Section 501 (c)(3) of the Code and have the exclusive purpose of continuing the mission and purpose of the YMCA of Brevard County. The YMCA of Central Florida shall, if these conditions are met, cause the physical assets and other restricted assets specific to the Brevard County YMCA, and facilities of the Brevard County YMCA, and the related obligations and liabilities of the YMCA of Brevard County and the YMCA of Central Florida to be transferred to the YMCA of Brevard County.

11. Approval of Merger.

(a) This Plan of Agreement of Merger must be approved by the board of directors and voting members of the YMCA Brevard County in accordance with the provisions of the Charter and Bylaws of the YMCA of Brevard County and the Act.

(b) This Plan and Agreement of Merger must be approved by the board of directors of the YMCA of Central Florida in accordance with the provisions of the Charter and Bylaws of the YMCA of Central Florida and the Act.

(c) Upon such approvals, the YMCA of Brevard County and the YMCA of Central Florida, acting by and through their officers, shall execute, deliver and file with the Florida Secretary of State the Articles of Merger which shall be substantially in the form attached hereto as required by the Act.

(d) The YMCA of Central Florida and the YMCA of Brevard County agree to take such action to approve the Merger on or before December 15, 2000.

12. Terms and Conditions of Merger. The YMCA of Central Florida and the YMCA of Brevard County agree to perform or cause to be performed any act, and to execute and deliver any agreement, document or instrument, which may be reasonably necessary to effect and carry out the terms and conditions of this Plan and Agreement of Merger.

13. Solicitation of Funds.

(a) The policy of the YMCA of Central Florida concerning the solicitation of funds and the use of solicited or voluntary gifts shall be consistent with the procedures and policies of the Heart of Florida United Way and the United Way of Brevard County. To the extent required by the United Way of Brevard County and the Heart of Florida United Way, all funds obtained from the United Way of Brevard County shall be used exclusively for the Brevard County Family Center of the YMCA of Central Florida and all funds obtained from the Heart of Florida United Way shall be used exclusively for the Family Centers of the YMCA of Central Florida located in Orange, Seminole and Osceola Counties.

(b) Capital Funds solicited by the Brevard County YMCA that exists as of Effective Date (as per Addendum I) of the merger shall be used exclusively for construction of the facilities in Brevard County and used in the manner dictated by the donors whenever a donation or pledge was accepted for a specific purpose. Restricted donations or pledges shall be disclosed before the Effective Date of the Merger.

14. Future Facilities. The Central Florida YMCA will proceed forward with the construction of the Titusville facility beginning in 2001 based upon the pledges and funding sources available. The Central Florida YMCA will make a good faith effort to



construct future facilities in Brevard County when sufficient capital funding has been secured.

15. Representations and Warranties.

(a) The YMCA of Central Florida hereby represents and warrants the following:

(i) True, correct and complete copies of the Charter, Bylaws and any other documents which control or affect the board of directors members of the YMCA of Central Florida have been delivered to the YMCA of Brevard County contemporaneously with the execution of this Plan and Agreement of Merger.

(ii) True, correct and complete audited financial statements of the YMCA of Central Florida for the fiscal year ending December 31, 1998 and true, correct and complete financial statements of the YMCA of Central Florida for the fiscal year ending December 31, 1999 have been delivered to the YMCA of Brevard County contemporaneously with the execution of this Plan and Agreement of Merger.

(iii) The YMCA of Central Florida is a corporation not-for-profit duly formed and organized, validly existing and in good standing under the laws of the state of Florida and has the power to own and operate its properties and to carry on its business as now conducted. The YMCA of Central Florida is a tax-exempt entity under Section 501 (c)(3) of the Internal Revenue Code, and a copy of the letter from the Internal Revenue Service stating that the YMCA of Central Florida shall be exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code has been delivered to the YMCA of Brevard County contemporaneously with the execution of this Plan and Agreement of Merger.

(iv) YMCA of Central Florida represents and warrants that there shall be no undisclosed liabilities as of the effective date of the merger.

(b) The YMCA of Brevard County hereby represents and warrants the following:

(i) True, correct and complete copies of the Charter, Bylaws and any other documents which control or affect the board of directors or members of the YMCA of Brevard County have been delivered to the YMCA of Central Florida contemporaneously with the execution of this Plan and Agreement of Merger.

(ii) True, correct and complete audited financial statements of the YMCA of Brevard County for the fiscal year ending December 31, 1998 and true, correct and complete audited financial statements of the YMCA of Brevard County for the fiscal year ending December 31, 1999 have been delivered to the YMCA of Central Florida contemporaneously with the execution of this Plan and Agreement of merger.

(iii) The YMCA of Brevard County is a corporation not-for-profit duly formed and organized, validly existing and in good standing under the laws of the state of Florida and has the power to own and operate its properties and to carry on its business as now conducted. The YMCA of Brevard County is a tax-exempt entity under Section 501 (c)(3) of the Internal Revenue Code, and a copy of the letter from the Internal Revenue Service stating that the YMCA of Brevard County shall be exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code has been delivered to the YMCA of Central Florida contemporaneously with the execution of this Plan and Agreement of Merger.

(iv) There are no outstanding debts, obligations, liabilities or suits pending or threatened not disclosed in the audited financial statements of the YMCA of Brevard County for the fiscal years ending December 31, 1999 and 1998. Additionally the YMCA of Brevard County warrants and represents there shall be no undisclosed liabilities as of the effective date of the merger.

16. Conduct of Business. Except as required to consummate the actions contemplated by this Plan and Agreement of Merger, from this date of the Plan and Agreement of Merger until the date the Articles of Merger are filed with the Florida Secretary of State, the YMCA of Brevard County and the YMCA of Central Florida shall conduct their business and affairs in the ordinary course consistent with past practices. The YMCA of Brevard County and the YMCA of Central Florida shall not take any action or fail to take any action to jeopardize their tax-exempt status under Section 501 (c)(3) of the Internal Revenue Code.

17. Insurance. The YMCA of Brevard County shall maintain insurance policies in effect covering property, casualty, liability and workers compensation until and including the effective date of the merger. YMCA of Brevard County shall deliver the YMCA of Central Florida true, correct and complete copies of all such insurance policies contemporaneously with the execution of this Plan and Agreement of merger.

18. Conditions of Merger. The obligation of the YMCA of Central Florida to consummate the Merger contemplated hereby is subject to the fulfillment of all the following conditions precedent:

(a) Audited Financial Statements Delivered. The YMCA of Brevard shall have delivered to the YMCA of Central Florida audited financial statements of the YMCA of Brevard County for the fiscal year ending December 31, 1999 and the financial statements of the YMCA of Brevard County for the fiscal year ending December 31, 1998.

(b) Evidence of 501 (c)(3) Status Delivered. The YMCA of Brevard County shall have delivered to the YMCA of Central Florida a copy of the letter from the Internal Revenue Service stating that the YMCA of Brevard County is exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code. The YMCA of Central Florida shall have delivered to the YMCA of Brevard County a copy of the

letter from the Internal Revenue Service stating that the YMCA of Central Florida is exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

19. Entire Agreement. This Plan and Agreement of Merger sets forth the entire understanding of the parties hereto with respect to the subject matter of this Plan and Agreement of Merger and shall constitute the entire agreement between the parties hereto with respect to those matters.

20. Governing Law. The laws of the State of Florida which are applicable to contracts executed and performed wholly within the State of Florida shall govern and be controlling in the determination of the validity, interpretation and construction of this Plan and Agreement of Merger.

21. Binding Nature. This Plan and Agreement of Merger shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators, and transferees.

22. Amendments. No amendment or modification of this Plan and Agreement of Merger shall be valid unless the same is in writing and is executed by each of the parties hereto.

23. Counterparts. This Plan and Agreement of Merger may be executed in any number of counterparts, each of which shall be deemed an original, all of which taken together shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party.

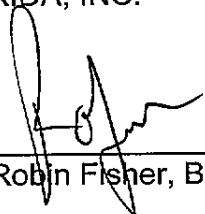
(Execution Page Follows)

(corrected\*)  
PLAN AND AGREEMENT OF MERGER  
OF  
THE YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BREVARD COUNTY, FLORIDA, INC.  
INTO  
CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

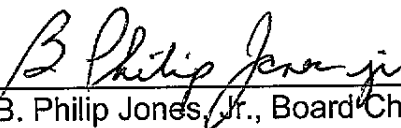
Execution Page

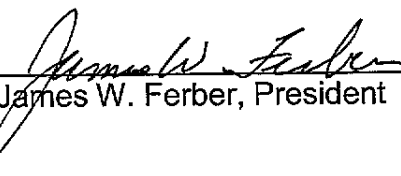
IN WITNESS WHEREOF, the undersigned corporations have caused this Plan and Agreement of Merger to be executed by a duly authorized officer as of the 22<sup>nd</sup> day of December, 2000.

THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF BREVARD COUNTY,  
FLORIDA, INC.

+ BY:   
Robin Fisher, Board Chair and President

CENTRAL FLORIDA YOUNG MEN'S  
CHRISTIAN ASSOCIATION, INC.

BY:   
B. Philip Jones, Jr., Board Chair

BY:   
James W. Ferber, President

(corrected\*)  
PLAN AND AGREEMENT OF MERGER  
OF  
THE YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BREVARD COUNTY, FLORIDA, INC.  
INTO  
CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

Execution Page

IN WITNESS WHEREOF, the undersigned corporations have caused this Plan and Agreement of Merger to be executed by a duly authorized officer as of the 22<sup>nd</sup> day of December, 2000.

THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF BREVARD COUNTY,  
FLORIDA, INC.

BY: 

Robin Fisher, Board Chair and President

CENTRAL FLORIDA YOUNG MEN'S  
CHRISTIAN ASSOCIATION, INC.

BY: 

B. Philip Jones, Jr., Board Chair

BY: 

James W. Ferber, President

**A RESOLUTION\* OF THE BOARD OF DIRECTORS  
OF  
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF  
BREVARD COUNTY, FLORIDA, INC.**

Be it resolved by the Board of Directors of The Young Men's Christian Association of Brevard County, Florida, Inc., a Florida not-for-profit corporation (the "Corporation"), as follows:

Section 1. This corporation agrees to merge with the Central Florida Young Men's Christian Association, Inc., a Florida not-for-profit corporation, effective the 1<sup>st</sup> day of January, 2001. The merger shall be in accordance with the Plan and Agreement of Merger attached hereto and made a part hereof and with the laws of the State of Florida.

Section 2. Upon adoption of this Resolution, the Corporation shall cease doing business.

Section 3. The name of the surviving corporation shall be the "Central Florida Young Men's Christian Association, Inc." with its principle address at 433 N. Mills Avenue, Orlando, Florida 32803.

Section 4. This Resolution shall be effective upon its adoption.

Passed this 22<sup>nd</sup> day of December, 2000.

THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF BREVARD COUNTY,  
FLORIDA, INC., a Florida Not-For-Profit  
Corporation

By: \_\_\_\_\_

Robin Fisher, Board Chair

ATTESTED TO:

By: \_\_\_\_\_

Alan R. Boggs, Secretary

**A RESOLUTION\* OF THE BOARD OF DIRECTORS  
OF  
CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.**

Be it resolved by the Board of Directors of the Central Florida Young Men's Christian Association, Inc., a Florida not-for-profit corporation (the "Corporation"), as follows:

Section 1. This corporation agrees to merge with The Young Men's Christian Association of Brevard County, Florida, Inc., a Florida not-for-profit corporation, effective 12<sup>th</sup> day of December, 2000. The merger shall be in accordance with the Plan and Agreement of Merger attached hereto and made a part hereof and with the laws of the State of Florida.

Section 2. The name of the surviving corporation shall be the "Central Florida Young Men's Christian Association, Inc." with its principle address at 433 N. Mills Avenue, Orlando, Florida 32803.

Section 3. This Resolution shall be effective upon its adoption.

Passed this 12th day of December, 2000.

CENTRAL FLORIDA YOUNG MEN'S  
CHRISTIAN ASSOCIATION, INC., a Florida  
Not-For-Profit Corporation

By: B. Philip Jones, Jr.  
B. Philip Jones, Board Chair

ATTESTED TO:

By: Ralph Martinez  
Ralph Martinez, Secretary

[illegible]





YMCA OF BREVARD COUNTY, INC.																	
CAPITAL CAMPAIGN - PHASE I PLEDGES AND RECEIPTS																	
Contributor	Total Pledges	Pledge Adjustments	Adjusted Pledges	Pd. 1997	Pd. 1998	Pd. 1999	Pd. 2000	Due 2000	Balance Due 2000	Due 2001	Due 2002	Total Paid	Bal Due	Paid Proof	Bal Due Proof		
Dr. Robert Anderson	1,000		1,000	500		500			0			1,000	0	1,000	0		
Dr. Peter Bassam	200		200	200					0			200	0	200	0		
Dr. Douglas Banno	2,500		2,500	250	500	500	500	500	0	500	250	1,750	750	1,750	750		
Chuck Bateman	500	(400)	100		100				0			100	0	100	0		
Alan Boggs	500	(500)	0						0			0	0	0	0		
Brenda Chrysler, Dodge	1,417		1,417	111	816	480			0			1,417	0	1,417	0		
Brenda Lumber	500	(500)	0						0			0	0	0	0		
Britts A/C	2,250		2,250		750	1,125	375	375	0			2,250	0	2,250	0		
Brown Experiencing	1,500		1,500						0				1,500	0	1,500	0	
Luke Cain	100	100	200	100	100				0			200	0	200	0		
Dr. Camron	5,000		5,000	1,000	1,000	1,000		1,000	1,000	1,000		3,000	2,000	3,000	2,000		
Dr. F. Densted	1,250		1,250		500		250	250	0	250	250	750	500	750	500		
Dr. Todd Denson	2,500		2,500	500		500		500	500			1,500	1,000	1,500	1,000		
Doug R/ Us	2,500		2,500		250				0	1,125	1,125	250	2,250	250	2,250		
Jim & Carol Davis	500	(450)	50		60				0			60	0	60	0		
Wayne Edgins	2,500		2,500		500	500	500	500	0	500	500	1,500	1,000	1,500	1,000		
Greg Eschenmayer	7,500		7,500	1,500	1,500	1,500	1,500	1,500	0	1,500		6,000	1,500	6,000	1,500		
Thomas Eschenmayer	500		500	100	100	100	100	100	0	100		400	100	400	100		
John H. Evans	1,000	800	1,000	500	500	800			0			1,800	0	1,800	0		
Robin Flier	5,000		5,000	500		500	1,000	1,000	0	1,000	1,500	2,500	2,500	2,500	2,500		
Sharon Greenwell	50		50		50				0			50	0	50	0		
D&E Pump	2,500		2,500		120	500	500	500	0	500	500	1,500	1,000	1,500	1,000		
Ellen Heisel	600	(420)	180	80	500				0			180	0	180	0		
Robert Jordan	2,500		2,500	500		1,500			500	500	500	2,000	1,500	2,000	1,500		
Dr. Richard Lehn	2,500		2,500	250					500				500	2,000	2,500	500	
Gene Loyd	2,500		2,500		2,250				0			2,500	0	2,500	0		
C.R. McCricker, Jr.	5,000		5,000	1,000	1,000	1,000	1,000	1,000	0	1,000		4,000	1,000	4,000	1,000		
McCrite Ford	7,500		7,500	386	1,210	3,741		3,741	0	1,639	514	6,347	2,153	6,347	2,153		
Dr. S. Maswana	2,500		2,500	500	500	500	500	500	0	500		2,000	500	2,000	500		
Perry Miller	2,500		2,500	500		500		500	500	500		1,500	1,000	1,500	1,000		
Dr. K. Mod	2,500	(2,000)	500	500					0			500	0	500	0		
Mark Morgan	25		25		25				0			25	0	25	0		
Michael Mustard	500		500		100	100	100	100	0	100	100	300	200	300	200		
North Brevard Children's Medical	2,500		2,500	250		500	500	500	0	500	250	1,750	750	1,750	750		
North Brevard Medical Support	250,000		250,000		50,000	50,000	50,000	100,000	50,000			150,000	100,000	150,000	100,000		
North Brevard Rehabilitation	4,000		4,000						0			4,000	0	4,000	0		
Tom O'Brien	1,000	(1,000)	0						0			0	0	0	0		
Dr. Davis Perez	1,000		1,000	250		250	250	250	0			1,000	0	1,000	0		
Dr. Juan Perez	500		500	500					0			500	0	500	0		
Ken Pison	2,500		2,500	250		500	500	500	0	500	250	1,750	750	1,750	750		
Dr. Luis Quintero	2,500		2,500	500		500	500	500	0	500		2,000	500	2,000	500		
Dr. M. Quinn	2,500		2,500	500					500			1,000	1,500	1,000	1,500		
Robert Ranew	2,500	(2,500)	0						0			0	0	0	0		
Dave Robertson	300	25	325	50	75	100	100	100	0			325	0	325	0		
Dr. Joseph Rojas	500		500						0				500	0	500	0	
Dr. M. Schabo	1,000	250	1,250	250					0			1,250	0	1,250	0		
Earl Serper	5,000		5,000		2,000	1,000	1,000	1,000	0	1,000		4,000	1,000	4,000	1,000		
Dr. M. Storey	1,000		1,000		400	780	200	200	0	200		800	200	800	200		
Weg Group (McDonalds)	5,000		5,000		1,000	1,000	1,000	1,000	0	1,225	1,125	2,750	2,250	2,750	2,250		
Dr. J. Swellick	2,500		2,500	125	500	1,250		500	500	125		1,875	625	1,875	625		

CAPITAL CAMPAIGN - PHASE I PLEDGES AND RECEIPTS													
Contributor	Total Pledges	Adjustments	Adjusted Pledges	Pd. 1997	Pd. 1998	Pd. 1999	Pd. 2000	Due 2000	Balance Due 2000	Due 2001	Due 2002	Total Paid	Page 2 Bal Due
Jim Theriault	100		100	100					0			100	0
Rodney Thompson	5,000		5,000		750	1,000	500	1,000	500	1,000	1,250	2,250	2,250
Theresa Chamberlain	4,000		4,000		4,000	250		250	0			4,000	0
Terry Tobert	1,250		1,250	250	250	250	250	250	0	250		250	250
Dr. G. Walker	2,500		2,500		500	1,000	500	500	500	500	1,000	1,500	1,000
Loyd Ward	1,000		1,000	200	200	200	200	200	0	200		800	200
Ward Trust	2,500		2,500			2,000			0			2,500	0
Murphy Wudman	2,500	(2,000)	500	500					0			500	0
J. Albrecht	50		50		50				0			50	0
Ed Barrows	500		500			100	100	100	0	100	200	300	300
Robert Browning	1,000		1,000		75	150	250	250	0	250	275	475	475
Hector Delgado	500		500		50	100	100	100	100	100	150	350	350
Rick Reedy	500		500			200		100	100	100	100	300	300
Mary Larkins	100		100		100				0			100	0
Richard Marzco	5,000		5,000			1,000	1,000	1,000	0	1,000	2,000	3,000	2,000
Dr. Joan McNeel-Herning	500		500		100	100			0	1,000	100	2,000	3,000
Dr. J. Williams	50		50		50				0			50	0
Am South Bank	1,000		1,000						0			1,000	0
Marci Lynch	250		250	250					0			250	0
Cody Lyman	2		2		2				0			2	0
Boeing	5,000		5,000		5,000				0			5,000	0
Christine Boland	150		150		150				0			150	0
Battle of the Bands	1,387		1,387		1,387				0			1,387	0
Dr. Cerrito House Donation	24,430		24,430		24,430				0			24,430	0
Dr. G. Galkson	3,000		3,000			1,200	800	600	0	600	800	1,800	1,200
Elizabeth Torneck	2		2		2				0			2	0
United Space Alliance	1,500		1,500		500	1,000			0			1,500	0
Lisa & Rick McCollie	10,000		10,000		5,000	5,000			0			10,000	0
Pepel Cola	1,700		1,700		700	1,000			0			1,700	0
Space Coast Marketing Club	1,000		1,000			1,000			0			1,000	0
Palish Medical Auxiliary Foundation	10,000		10,000			10,000			0			10,000	0
Wachovia Bank	1,000		1,000			1,000			0			1,000	0
Lookout Knott	500		500			500			0			500	0
Herbert & Mary Lou Wilson	500		500			500			0			500	0
Michael Reed	250		250			250			0			250	0
Space Coast Trust	450		450			450			0			450	0
Totals	443,383	(8,620)	434,763	19,442	114,832	93,715	67,886	123,765	55,800	70,364	12,538	286,055	138,703
Contributor	Total Pledges	Adjustments	Adjusted Pledges	Pd. 1997	Pd. 1998	Pd. 1999	Pd. 2000	Due 2000	Balance Due 2000	Due 2001	Due 2002	Total Paid	Bal Due
IN KIND SERVICES:													
Gene Loyd/Contracting	19,112		19,112			5,251	13,861	13,861				19,112	0
Honeywell & Associates	25,000		25,000			14,275	7,285	7,285		3,430		21,570	3,430
Eco Tech	28,427	(10,002)	18,425									18,425	0
	513,822	(18,627)	495,195	35,667	114,832	113,241	89,122	144,822	55,800	73,784	12,539	353,162	142,133
PV OF PLEDGE @ 12-31-99:													
FACTOR								1.000000		0.916758	0.885104		
PV OF PLEDGE @ 12-31-99								144,822.00		67,651.09	10,847.50		
Campaign Receipt										223,420.59			
Total Adjusted Pledges Received:	434,763	60,537	495,295										
Total Pledges Paid to 7/20/2000	286,055	57,107	353,162										
Balance due on Pledges	138,703	3,430	142,133										

4. = 26

**C. R. McCotter Jr.  
3860 Pinetop Blvd.  
Titusville, FL 32796  
321-267-3248**

January 13, 2000

Mr. Robin L. Fisher, Chairman  
YMCA of Brevard County  
2100 S. Park Avenue  
Titusville, FL 32780

RE: Letter of Commitment--Titusville Capital Campaign

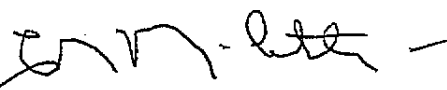
Dear Robin:

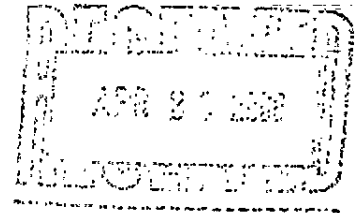
Please accept this letter as written confirmation of my personal commitment to contribute \$300,000 to the YMCA's "Building Bridges to Our Future" capital campaign. It is my intent that these funds be used to fund "Phase II" improvements to the 2100 S. Park Avenue Titusville branch location, as outlined in the materials we reviewed recently in my office.

Further, it is my intention to honor this commitment by making one or more periodic payments to the YMCA as convenient to me, from time to time, during the next five years.

As previously discussed and in consideration of this commitment, I accept the YMCA's offer to name the new indoor pool/natatorium in memory of my father, C. R. McCotter. I understand that this proposed addition will be known as "The C. R. McCotter Natatorium".

Sincerely,

  
C. R. McCotter Jr.



**AGREEMENT**

This Agreement, made and entered into this 24<sup>th</sup> day of April, 2000, by and between the **CITY OF TITUSVILLE, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "City", and **BREVARD COUNTY Y.M.C.A., INC.**, hereinafter referred to as "Y.M.C.A.".

**WITNESSETH**

WHEREAS, the Y.M.C.A. has approved and adopted a capital improvements program for the expansion and construction of facilities at the intersection of Park Avenue and Harrison Street in the City of Titusville; and,

WHEREAS, the Y.M.C.A. believes that there is a present need within the community for a community center to provide a variety of recreational needs for citizens of all ages; and,

WHEREAS, the Y.M.C.A. has requested the City and other individuals and entities to participate in a project of "Building Bridges To Our Future" in order to:

- Provide a safe and wholesome environment for kids, families and adults;
- Provide a place where teens gather to participate in positive programs;
- Provide a place where the community gathers and all ages participate;
- Enhance Titusville by instilling the values of caring, honesty, respect and responsibility;
- Strengthen families through programs such as Indian Guides, Teen Leaders, Black Achievers and other enrichment programs;
- Provide a complete recreational and health facility with knowledgeable and trained staff to guide community members in programs for the spirit, mind and body.
- Provide a learning center where community members of all ages grow and thrive.

and,

WHEREAS, the Y.M.C.A. has identified specific improvements and activities that will be made available and accessible to the general public; and,

WHEREAS, the City Council of the City of Titusville finds and determines that a public purposes would exist in participating in the project; and,

WHEREAS, the City Council of the City of Titusville finds and determines that a public purpose would exist in granting to the Y.M.C.A. the sum of \$75,000.00, payable over a three year period at \$25,000.00 per year for specific public purposes and activities.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS, which will accrue to the parties hereto, the parties agree as follows:

1. GRANT. In consideration of the services and facilities to be provided by the Y.M.C.A., the City agrees to pay to the Y.M.C.A. the sum of \$75,000.00 payable in three installments at the rate of \$25,000.00 per year payable on October 1, 2000, on October 1, 2001 and on October 1, 2002. At the time the Y.M.C.A. requests the second \$25,000.00, the Y.M.C.A. shall furnish documentation showing proof that the first \$25,000.00 has been expended on the facilities and services as described hereinafter. Upon request for the final \$25,000.00, the Y.M.C.A. shall show proof by documentation that a minimum of \$50,000.00 has been expended on the facilities and improvements described herein.

2. SERVICES. The Y.M.C.A. hereby agrees in consideration of the grant stated above, to provide for the benefit of the public and the City, the following, to-wit:

A. Construction of the playground area, game fields, exercise trails, and nature center as reflected on Exhibit "A", attached hereto and made a part hereof. The facilities described above, when not in use for an organized activity of the Y.M.C.A. shall be open and accessible to the general public for use. In addition, the Y.M.C.A. covenants and agrees that as a part of its programming for said facilities, not to deny use of the facilities on the basis that individuals cannot afford to pay or participate in said organized activities.

B. The Y.M.C.A. agrees to provide access to the indoor pool facility to the Titusville Police and Fire Emergency Rescue Departments for emergency response training at a mutually agreed time.

C. The Y.M.C.A. agrees to provide access for on-duty Fire Rescue personnel to participate in physical fitness and training exercise facility at the Y.M.C.A. at a time mutually agreed time between the City and the Y.M.C.A.

D. The Y.M.C.A. agrees to provide to City employees a corporate discount to utilize the Y.M.C.A. facility consistent with other corporate discounts granted to other entities.

The Y.M.C.A. agrees to continue to provide the above services in perpetuity for the benefit of the public and the Y.M.C.A. may not withdraw from this agreement without the mutual consent of the City.

3. **TERMINATION.** In the event the Y.M.C.A. fails to provide the services described herein, the City may terminate this agreement upon providing thirty (30) days' notice and an opportunity for the Y.M.C.A. to cure said default. In the event the Y.M.C.A. fails to cure said default within said thirty (30) day time period, the City may take such action as authorized by law to seek reimbursement for the grant provided for herein.

4. **REPORTING REQUIREMENTS.** The Y.M.C.A. shall maintain books and records in a form that may be reviewed and audited by the City in order that the City may ensure that the activities and services to be provided in paragraph 2 have been performed. Said review of the books and records shall be limited to the services to be provided by the Y.M.C.A. as outlined in Section 2 of this agreement.

5. **INDEMNIFICATION:** The Y.M.C.A. hereby agrees that it shall indemnify and save harmless the City from any and all liability, damages, claims, losses, expenses, including attorney's fees, proceedings and causes of action of every kind and nature arising out of connected with the actions of the Y.M.C.A., its directors and officers, or agents, in connection with its performance under this Agreement, or the use, occupation, management or control of any facilities utilized by the Y.M.C.A. in connection therewith. The Y.M.C.A. agrees that it shall satisfy, pay and discharge any and all judgments that may be entered against the City in any such action or proceeding for which the Y.M.C.A. has agreed to save the City harmless therefrom.

7. **INDEPENDENT CONTRACTOR:** The Y.M.C.A. shall perform the terms and conditions of this Agreement as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status.

8. **NOTICE.** Notice under this Agreement shall be given to the City by mailing written notice (postage prepaid) to the City Manager, Post Office Box 2806, Titusville, FL 32781-2806; and notice shall be given to the Y.M.C.A. by mailing written notice (postage prepaid) to the Y.M.C.A. at 2100 South Park Avenue, Titusville, FL 32780.

9.     **AMENDMENTS OR MODIFICATIONS.** Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when reduced to writing, signed and executed by both parties with the same formality and equal dignity herewith.

10.    **PUBLIC RECORDS.** The Y.M.C.A. agrees to comply with *Chapter 119 of Florida Statutes*, and to make all of its records open and available to the public for public inspection to the extent of providing the services described in paragraph 2 above, specifically any and all records reflecting construction of the facilities required in Section 2 shall be open and accessible, pursuant to the Public Records Law. The other activities of the Y.M.C.A. not covered by this agreement shall not be subject to the Public Records law.

11.    **PUBLIC ACCESS.** The Y.M.C.A. agrees to conduct any of its Board of Directors' meeting relating to the services outlined in paragraph 2 above, in open session allowing any member of the press or public to attend. In order to ensure that the public has proper notice of any such meeting, a copy of the agenda shall be posted at the offices of the Y.M.C.A. at least ten (10) days prior to the meeting. The agenda shall clearly state that the portion of the meeting relating to the services described in Paragraph 2 above will be open to the public. Other regular business not covered under Section 2, coming before the Board of Directors of the Y.M.C.A. shall not be subject to the public access provisions of this paragraph.

12.    **GOVERNING LAW.** The law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related thereto. Venue for any action arising out of this Agreement shall be deemed to be in Brevard County, Florida.

13.    **SEVERABILITY.** If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any report, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14.    **EQUAL EMPLOYMENT OPPORTUNITY.** The City is an Equal Employment Opportunity (EEO) employer and as such encourages all contractors to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, the contractor or anyone under his employ shall comply with all applicable rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The



contractor shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. Any sub-contracts the contractor may enter into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor shall comply with all applicable new State and Federal EEO Regulations.

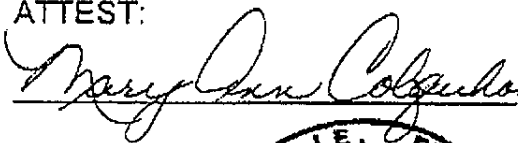
15. ATTACHMENTS. All attachments and exhibits hereto are incorporated hereby as a material and relevant part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

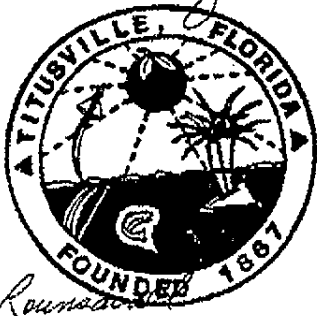
THE Y.M.C.A.

By: 

ATTEST:



DATED: 4-6-2000, 2000



City Of Titusville, Florida

By: 

Larry D. Bartley, Mayor

ATTEST:

  
Karan J. Rounsavall, City Clerk

DATED: 4/24/2000, 2000

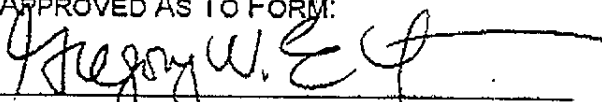
APPROVED AS TO CONTENT:

  
Thomas A. Harmer, City Manager

APPROVED AS TO FORM:

  
Dwight W. Severs, City Attorney

APPROVED AS TO FORM:

  
Gregory W. Eisenmenger  
Attorney for Y.M.C.A.

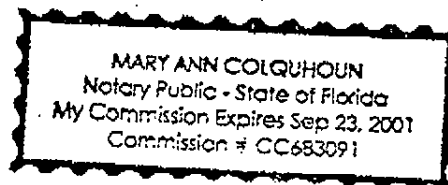
STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged by Robin L. Fisher ~~Executive Director~~ of the Y.M.C.A., who is personally known by me or produced sufficient identification.

Witness my hand and official seal, this 6<sup>th</sup> day of April 2000.

Mary Ann Colquhoun  
Notary Public, State of Florida

My Commission expires:



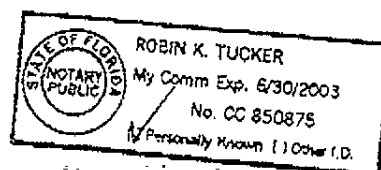
STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by Larry D. Bartley, Mayor of the City of Titusville, Florida, and Karan J. Rounsavall, City Clerk of the City of Titusville, Florida, who are personally known to me.

Witness my hand and official seal, this 24 day of April 2000.

Robin K. Tucker  
Notary Public, State of Florida

My Commission expires:



## AGREEMENT

THIS AGREEMENT is made and entered into effective the 6<sup>th</sup> day of June, 2000 by and between NORTH BREVARD MEDICAL SUPPORT, INC., a Florida not-for-profit corporation (hereinafter referred to as "NBMS") and Y.M.C.A. of Brevard County, Inc., a Florida not for profit corporation, (hereinafter referred to as "YMCA").

WHEREAS, NBMS by Resolution dated September 24, 1997 is providing annual funding to YMCA for the construction and support of various community health care facilities and programs; and

WHEREAS, in anticipation of completing construction of additional facilities, YMCA has identified additional community health care programs and for which NBMS has been requested to provide its financial support; and

WHEREAS, subject to completion of facilities and approval of the programs to be established by YMCA, NBMS has agreed to modify and extend the funding provided by the Resolution dated September 24, 1997.

NOW, THEREFORE, in consideration of the premises and of the terms and conditions set forth below, NBMS and YMCA agree as follows:

1. Additional Programs to be Provided by YMCA: In addition to the CPR training, vision screening, childhood immunization and various health care education programs now being conducted in the YMCA Community Health Room, YMCA agrees to establish and conduct the following additional programs upon completion of the aquatic facilities, wellness center and other improvements now under construction:

- Aquatic exercise programs for physically and/or mentally disabled
- Aquatic physical fitness programs for the elderly and physically impaired
- Water safety and related CPR training programs
- Cardiac and other physical rehabilitation programs

2. Continuation of Current Programs and Community Access to Facilities: YMCA agrees to continue and develop such additional community health care programs as will utilize both the existing facilities and facilities currently under construction consistent with the prior NBMS Resolution dated September 24, 1997. YMCA agrees that all facilities and programs shall continue to be made available to eligible program participants without regard to race, age, sex, religious affiliation or ability to pay. YMCA further agrees that all funds

received from NBMS shall be limited to programs conducted in and program expenses limited to those areas of Brevard County, Florida located north of State Road 528.

3. Financial Support to be Provided by NBMS. Commencing twelve (12) months after disbursement of the final annual installment due YMCA under the NBMS Resolution dated September 24, 1997, NBMS shall make four (4) additional annual payments to YMCA equal to the lesser of (a) \$49,600; or (b) such amount of funds as requested by YMCA and approved by NBMS to support those specific community health care programs then being conducted by YMCA consistent with the terms of this Agreement. Not later than sixty (60) days prior to requested annual funding, YMCA shall submit to NBMS a detailed description of the program(s) for which funding is requested and which shall include:

- (i) the community health care benefit to be provided by the program;
- (ii) the eligible participants intended to receive program services;
- (iii) the projected annual program costs, including direct and indirect expenses (e.g., staffing, supplies, allocated share of facility overhead, allocated share of facility depreciation and expenses);
- (v) the projected program revenue available to offset program costs (if any);
- (vi) the proposed financial support to be provided by NBMS (not to exceed \$49,600 annually for all program funding requests); and
- (vii) any other program or financial information relevant to the funding request.

The President and/or Executive Director of NBMS or his designee shall respond to each program funding request within thirty (30) days of receipt and to the extent additional information is required or program funding is deemed inconsistent with the community health care mission of NBMS. In the absence of a written response from the President and/or Executive Director of NBMS or his designee within thirty (30) days, the funding request shall be deemed approved by NBMS and payment made to YMCA on or before the annual funding date set forth above. In the event the President and/or Executive Director of NBMS or his designee request additional information or advises YMCA that the program funding request is deemed inconsistent with the community health care mission of NBMS, then representatives of NBMS and YMCA shall schedule a meeting within ten (10) days to deliver the necessary information and/or discuss any issues identified by the President and/or Executive Director of NBMS or his designee. In the event such meeting does not serve to resolve the information request or issues, then the Board and President and/or Executive Director of each organization shall schedule a joint conference within twenty (20) days in order to make a final recommendation to their respective Boards. If and to the extent any program funding request is later denied by the NBMS Board, YMCA shall have a period of ninety (90) days following final action by the NBMS Board to submit a substitute funding

request and which shall be processed according to the same procedure set forth above. NBMS on request shall be provided reasonable access to the books and records of YMCA to confirm the projected or actual costs of any programs funded under this Agreement, provided such access shall not constitute public disclosure except to the extent required under Florida law.

By mutual agreement of NBMS and YMCA, a specified part of the maximum annual program support to be provided by NBMS may be deferred into a subsequent fiscal period in the event of a delay or interruption in the development or initiation of any community health care program.

4. Mutual Cooperation. NBMS and YMCA agree to extend their good faith efforts and mutual cooperation toward establishing and supporting program funding requests that serve the community health care needs of North Brevard County consistent with the facilities and staffing offered by the YMCA in its current Titusville, Florida facility and any future facilities later established in those areas of Brevard County specified in Section 2 above.

5. Term and Termination of Agreement. The term of this Agreement shall commence as specified in Section 3 and continue for four (4) years or the sooner disbursement at the discretion of NBMS of the total maximum program support amounts specified above. This Agreement may be sooner terminated upon the occurrence of any of the following events: (a) the bankruptcy, merger or dissolution of either organization; (b) any transfer of ownership or control by YMCA of its facilities located in North Brevard County, Florida; (c) on written notice of default issued by either party and which is not cured to the satisfaction of the party issuing such notice within ninety (90) days; or (d) by written mutual agreement of the parties.

6. Miscellaneous Provisions All program services provided by YMCA under this Agreement shall be performed as an independent contractor and NBMS shall assume no responsibility or liability for supervision, staffing, scheduling or compliance with applicable laws. YMCA shall indemnify and hold NBMS harmless for any and all claims and damages arising in the conduct of any program services. No third party shall be entitled to rely on or assert any rights with respect to the obligations of YMCA and NBMS under this Agreement and neither party may assign its rights or obligations without the prior consent of the other party.

EXECUTED in Titusville, Brevard County, Florida.

NORTH BREVARD MEDICAL  
SUPPORT, INC.

By: Paul Baker  
Title: President

Y.M.C.A. OF BREVARD COUNTY,  
FLORIDA, INC.

By: [Signature]  
Title: Chairman of the Board

nbms-ymca-funding.agt

Description of Program: Aquatic Rehabilitation

Eligible Participants: All ages; subject to medical clearance if required by Program Director

Program Schedule: M-W-F; 9:00-10:00 a.m. except holidays (August - May);  
8:00-9:00 a.m. (June-July)

Program Costs:

Direct Staffing (Instructors)	\$ 5500
Other Staffing (clerical/Admin)	7500
Public Information	1500
Transportation	750
Allocated Share of Facility O/H	<u>4500</u>
	19750

Program Revenue (Projected) 7750

Program Funding Request \$ 12,000

**DRAFT**

**Brevard County YMCA Stationery**

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To: Board of Directors  
North Brevard Medical Support Corporation

From: Jeff Strine  
Interim CEO, Brevard County YMCA

Robin Fisher  
Board Chairman, Brevard County YMCA

Date: May 15, 2000

Re: **Request for Financial Support**  
*"Building Bridges to Our Future"*  
*Capital Campaign—Phase II*

**1. Background**

Through the generous support of North Brevard Medical Support Corporation (NBMSC), the Brevard County YMCA successfully completed the initial \$500,000 capital fund-raising that made the new, Phase I capital improvements to the Park Avenue facility a reality. Of course, a major component of Phase I was the Community Health Room underwritten by a \$250,000 matching grant from NBMSC. The YMCA has been busy scheduling health and wellness related activities in this room, and has either completed or is in process of scheduling free vision screenings, CPR training in partnership with the Titusville Fire Department, osteoporosis seminars, childhood immunizations, flu immunizations, and others. We are actively pursuing medical and health-related partnerships and our goal is to maintain a full calendar of health and wellness-related community outreach programming in this room.

We are currently conducting the capital campaign to fund Phase II of our plans for the Park Avenue location. When finished, Phase II will have raised an additional \$1.3 million in capital from private and public sources, to fund an expanded *YMCA Family Center* that includes an indoor pool, wellness center, locker facilities, outdoor walking and jogging trails and outdoor game fields. This campaign, which will significantly advance the impact of the YMCA to youth and families in the Titusville area, has appealed to a broad cross-section of the community, and has received very strong and deep support. As of the date of this request, Phase II has received closed financial commitments totalling \$975,000. The major gifts portion of this campaign is scheduled to end in June.

We believe the entire community will step back at the completion of this YMCA Family Center project to reflect on the good that can be achieved when our various segments and



factions come together to create community-based solutions. This has been a unifying project for Titusville, and it began with a bold and visionary step by North Brevard Medical Support Corporation.

## **2. Request for Additional Funding Support:**

We are seeking your visionary leadership once again to ensure the success of Phase II.

We respectfully ask the North Brevard Medical Support Corporation to consider this request for **additional funding of \$198,400** to assist in underwriting the construction of the indoor pool and to support specific, targeted health-related programming that will be conducted in the new pool. While the YMCA will not discriminate by age, the targeted programming for which your support is requested will be geared towards youth--some of whom will require the YMCA's financial assistance program to participate, and some of whom are physically and mentally disadvantaged.

While we will need to convert this proposed commitment to cash over a certain period of time, we are prepared to make the payment terms of this additional gift as flexible as possible for NBMSC. We could accept an arrangement that extends your current Phase I payment structure with a new annual installment of \$49,600 per year, for an additional four year period, if such terms are advantageous to NBMSC. Of course, we would accept a gifting term of a shorter duration as well.

## **3. Specific Request for Pool Funding Support**

The YMCA has received a very generous \$300,000 gift from Dick McCotter and the McCotter family, as the primary underwriter of the indoor pool. This section of the new YMCA Family Center will be named after Mr. McCotter's father. The total cost of the pool is expected to be \$605,000. The programming for which we are seeking your financial support will utilize 15% of total pool programming hours. Therefore, we request NBMSC's support as a secondary underwriter at a financial commitment level of \$90,750. The YMCA will recognize this gift permanently within the facility, using a method you may want to suggest.

## **4. Specific Request for Program Funding Support**

The YMCA encourages families to come together to focus on the core values of honesty, respect, caring and responsibility. By engaging and welcoming all segments of the community regardless of age, sex, socio-economic stature, or religion, the YMCA is able to create a diverse environment of caring people who are striving to make the community a better place... one child, one family at a time... And no one is ever turned away from YMCA programs or membership due to an inability to pay.

The YMCA is able to serve and impact a very broad cross section of our Titusville community...many that cannot afford our membership and program fees. For this reason, we must rely on the generosity and support of program partners like NBMSC, to help us maximize our impact by financially supporting certain programs.

We request NBMSC's financial sponsorship of the initial development and implementation of the following aquatics programs for a five-year period:

❑ **YMCA Aquatics for Special Populations:**

- For physically disabled, mentally retarded, blind and deaf youth through teens.
- Targets improved fitness level and self-esteem for disabled youth that might not develop the benefits of exercise on dry land.

❑ **YMCA Ways to Water Exercise:**

- For teens through young adult.
- Utilizes the buoyant qualities of water to enhance physical fitness.
- Ideal exercise for all ages that increases physical strength and endurance without stress on joints.

❑ **YMCA Youth Learn to Swim:**

Y Skippers--Ages 3 months to 5 years

- Introduces age appropriate beginner skills.
- Infants and toddlers to 36 months participate with a parent.

Y Progressive Swim Lessons--5 years through teens

- The YMCA's most acclaimed and active program worldwide.
- Each developmental level from guppy to porpoise divided into 5 components.
- Focuses on personal safety, stroke development, water sports, personal growth and water rescue.

Your sponsorship at this level will support 50% of budgeted program costs for a period of 5 years. During this five-year period, the YMCA will be focusing on attracting new, additional members and developing alternative funding sources and sponsors which will mitigate reliance on NBMSC for future program funding.

## **5. Financial and Impact Summaries**

- Total pool usage from targeted programs will be approximately 15%.
- Conservative estimated impact by number of participants in targeted aquatics programs:
  - Year 1: 135
  - Year 2: 200
  - Year 3: 266
  - Year 4: 305

Year 5: 335

**Total: 1241**

- Requested NBMSC construction support for indoor pool: 15% of \$605,000
- Annual operating costs for the indoor pool are estimated at \$65,200. Requested NBMSC support for pool operating costs: 15% for 5 years = \$48,900
- Annual program costs for targeted programs are estimated at \$23,500. Requested NBMSC support for targeted programs of 50% for 5 years = \$58,750

Pool Construction Gift (15%):	\$ 90,750
Pool Operating (15% x 5 yrs.):	\$ 48,900
<b>Total NBMSC for Pool:</b>	<b>\$ 139,650</b>

<b>Total NBMSC for Programs (50% x 5 yrs.):</b>	<b>\$ 58,750</b>
<b>Total Requested Support:</b>	<b>\$198,400</b>

#### **6. Recognition and Promotion**

##### **Pool and Natatorium:**

The Titusville Area YMCA will agree to prominently display in a manner appropriate and approved by NBMSC, a permanent recognition of the generous financial support provided by North Brevard Medical Support Corporation as a gift to the youth and families of the Titusville area, so that all may have access to the health and medical benefits available through YMCA Aquatics programming. This recognition will be secondary to the recognition provided to the McCotter family. Details will need to be discussed with all parties.

##### **Targeted Programming:**

The Titusville Area YMCA will agree to list the North Brevard Medical Support Corporation as the sponsor of the targeted programming outlined above in all printed materials related to these programs for the initial five year period.

Mr. Mark Russell, Chief Financial Officer  
December 19, 2001  
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If there are any questions, please do not hesitate to telephone either Ken Artin at (407) 426-7001 or me at (850) 222-8611.

Thank you for your prompt attention to this matter and please accept our best wishes for a safe and happy holiday!

Sincerely,

A handwritten signature in cursive script, appearing to read "Mark", followed by a horizontal flourish.

Mark G. Lawson

Enclosure

\*P.S. To the persons who in fact drop the return express mailers in express box for redelivery to us, please telephone Kathi Fraser at (850) 222-8611 to let us know they have been sent. We can then track their delivery. Thank you.

cc: Mark Irby, Bank of America (via e-mail only)  
Ken Artin, Bryant, Miller and Olive, P.A. (via e-mail only)

## **ARTICLES OF MERGER**

The following articles of merger are submitted in accordance with the Florida Not for Profit Corporation Act, to wit: §617.1105, Florida Statutes.

**FIRST:** The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Central Florida Young Men's Christian Association, Inc.	Florida

**SECOND:** The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
The Young Men's Christian Association of Brevard County, Florida, Inc.	Florida

**THIRD:** The Plan of Merger is attached.

**FOURTH:** The merger shall become effective on the date the Articles of Merger are filed with the Department of State.

### **FIFTH: ADOPTION BY SURVIVING CORPORATION**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on the 12th day of December, 2000. The number of directors in office was 33. The vote for the plan was as follows: 33 FOR 0 AGAINST

### **SIXTH: ADOPTION OF MERGER BY THE MERGING CORPORATION**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on the 22<sup>nd</sup> day of December, 2000. The number of directors in office was 7. The vote for the plan was as follows: 7 FOR 0 AGAINST

EXECUTED as of the 22<sup>nd</sup> day of December, 2000.

THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF BREVARD  
COUNTY, FLORIDA, INC.

Attest:: \_\_\_\_\_  
Alan R. Boggs, Secretary  
[SEAL]

By: \_\_\_\_\_  
Robin Fisher, Board Chair and  
President

CENTRAL FLORIDA YOUNG MEN'S  
CHRISTIAN ASSOCIATION, INC.

By: \_\_\_\_\_  
B. Philip Jones, Jr., Board Chair

Attest:: \_\_\_\_\_  
Ralph Martinez, Secretary

By: \_\_\_\_\_  
James W. Ferber, President

[SEAL]

EXECUTED in Titusville, Brevard County, Florida.

NORTH BREVARD MEDICAL  
SUPPORT, INC.

By: Paul Baker  
Title: President

Y.M.C.A. OF BREVARD COUNTY,  
FLORIDA, INC.

By: [Signature]  
Title: Chairman of the Board

nbms-ymca-funding.agt

Description of Program: Aquatic Rehabilitation

Eligible Participants: All ages; subject to medical clearance if required by Program Director

Program Schedule: M-W-F; 9:00-10:00 a.m. except holidays (August - May);  
8:00-9:00 a.m. (June-July)

Program Costs:

Direct Staffing (Instructors)	\$ 5500
Other Staffing (clerical/Admin)	7500
Public Information	1500
Transportation	750
Allocated Share of Facility O/H	<u>4500</u>
	19750

Program Revenue (Projected) 7750

Program Funding Request \$ 12,000



**DRAFT**

**Brevard County YMCA Stationery**

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