

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	February 24, 2009	[X] Consent [] Ordinance	[] Regular [] Public Hearing	
Department:	Facilities Developmen	t & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment Number Two to Lease Agreement (R2002-0957) with the Milagro Foundation, Inc., for the County's continued use of a 2,100+/- SF child care building and surrounding land for the Delray Beach Early Head Start Program at an annual rate of \$38,400.

Summary: Since 2002, the County, on behalf of the Community Services Department Head Start Division, has leased this building and surrounding land located at 346 SW 6th Avenue in Delray Beach. The current term of the Lease expires April 30, 2009. This Amendment: i) extends the term of the Lease for one (1) year from May 1, 2009 through April 30, 2010, and provides one (1) option to renew for one (1) year; ii) increases the annual rent rate by \$1,200 from \$37,200 to \$38,400 which would increase by three percent (3%) upon commencement of the renewal option; and iii) updates Section 15.18, Disclosure of Beneficial Interests. The County will continue to pay for separately metered utilities and has the right to terminate the Lease upon ninety (90) days prior written notice to Landlord. All other terms of the Lease remain in full force and effect. The Early Head Start Program will ultimately be relocated to the new Head Start facility within Delray Beach's Catherine Strong Park planned for construction in FY2012. (PREM) District 7 (HJF)

Background and Justification: On June 18, 2002, the Board approved the initial Lease Agreement with Ages & Stages, Inc. for a period of two (2) years and ten (10) months expiring on April 30, 2005. On January 11, 2005, the Board exercised the first and only renewal option, extending the term of the Lease Agreement until April 30, 2008 (R2005-0101). On April 15, 2008, the Board approved Amendment Number One to the Lease Agreement extending the term of the Lease for one (1) year expiring on April 30, 2009, and increasing the annual rental rate to \$37,200.00 (R2008-0634). In December 2006, Ages & Stages, Inc. sold the property to the Milagro Foundation, Inc., the new Landlord. Currently, the County does not have any County-owned space available within the surrounding area to use as an Early Head Start facility. The Delray Beach Early Head Start Program serves 16 children from the ages of 1 - 36 months. This Program is scheduled to be relocated to the new Head Start facility planned for construction within Delray Beach's Catherine Strong Park in FY 2012. This Amendment will provide for the continued use of the Delray Beach Early Head Start child care facility. Florida State Statutes, Section 286.23, requires that a Disclosure of Beneficial Interests be obtained when a property held in a representative capacity is leased to the County. The Milagro Foundation, Inc., a Florida Non Profit Corporation 501(c)(3), provided the attached Disclosure indicating that no person or entity holds a five percent (5%) or greater beneficial interest.

Attachments:

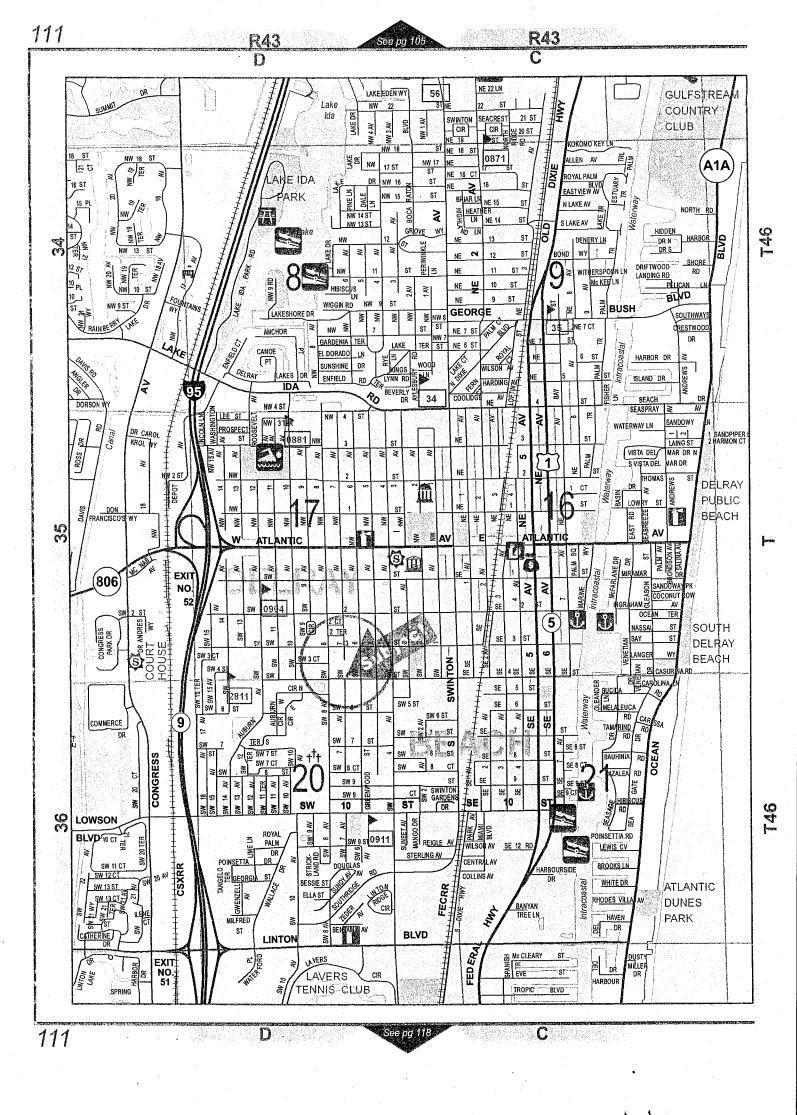
- 1. Location Map
- 2. Amendment Number Two to Lease Agreement
- 3. Disclosure of Beneficial Interest
- 4. Budget Availability Statement

Recommended By:	Ah My West	44/09
	Department Director	Date
Approved By:	ward	2/10/09
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Fiv	e Year Summary of Fi	scal Impact:				
Fiscal Yea	ars	2009	2010	2011	2012	2013
Operating External Program		\$16,000 	\$22,400			
NET FIS	CAL IMPACT	<u>\$16,000</u>	<u>\$22,400</u>	-	-	_
	IONAL FTE ONS (Cumulative)					
Is Item In	ncluded in Current Bud	lget: Yes	X No			
Budget A	ecount No: Fund <u>10</u> Program	002 Dept <u>14</u> EH20-G	_	1457	Object 4410	-
B. Re	commended Sources of	Funds/Sumn	nary of Fiscal Ir	npact:		
C. De	partmental Fiscal Revi	ew:	· · · · · · · · · · · · · · · · · · ·			
		III. <u>REVIE</u>	W COMMENT	<u>ΓS</u>		
A. OF	MB Fiscal and/or Con	tract Develop	ment Comment	s:		
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,;i.	gal Sufficiency: Sistant County Attorney	110/04		iment complies requirements.	s with	
C. Oth	her Department Reviev	v:				
De	partment Director	· · · · · · · · · · · · · · · · · · ·				

This summary is not to be used as a basis for payment.



LOCATION MAP

ATTACHMENT #



AMENDMENT NUMBER TWO TO LEASE AGREEMENT

THIS AMENDMENT NUMBER TWO TO LEASE AGREEMENT (the "Second Amendment") is made and entered into _______ by and between MILAGRO FOUNDATION, INC., a Florida Non Profit Corporation (hereinafter referred to as "Landlord") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of COMMUNITY SERVICES DEPARTMENT, HEAD START AND CHILDREN SERVICES DIVISION, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Ages & Stages, Incorporated, the original Landlord, and County entered into a Lease Agreement dated June 18, 2002 (R2002-0957) (the "Lease"), for the use of the Premises as defined in the Lease, which includes the entire "South Building" and surrounding area, including parking, located at 346 SW 6th Avenue, Delray Beach, Florida 33444, and which Lease commenced on July 1, 2002, and expired on April 30, 2005; and

WHEREAS, the Lease provided County with one (1) three-year option to renew the Lease; and

WHEREAS, County exercised the renewal option on January 11, 2005 (R2005-0101) to extend the Term of the Lease from May 1, 2005, through April 30, 2008; and

WHEREAS, Ages & Stages, Incorporated, sold the Property including the Premises to Milagro Foundation, Inc., on December 8, 2006; and

WHEREAS, County and Landlord entered into Amendment Number One to Lease Agreement dated April 15, 2008 (R2008-0634) to extend the Term of the Lease for one year from May 1, 2008, through April 30, 2009; and

WHEREAS, the parties desire to extend the term of the Lease for an additional one (1) year and provide County with an additional one (1) year extension option; and

WHEREAS, Landlord hereby acknowledges that County is not delinquent in the payment of rent and is not in default of any of the terms and conditions of the Lease; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the parties agree to modify the Lease as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as in the Lease. Any reference to "Lease" contained herein shall include all amendments thereto.
- 2. **Section 1.03, Length of Term and Effective Date** is modified to extend the term of this Lease for an additional one (1) year commencing on May 1, 2009 and expiring on April 30, 2010 (the "Term").
- 3. Section 1.04, Option to Extend is deleted in its entirety and replaced with the following:

Section 1.04, Option to Extend.

County shall have the right and option, provided it is not then in default under this Lease, to extend the Term of this Lease for a period of one (1) year (the "Option Period"). County shall exercise such option by providing Landlord with written notice of such election prior to the end of the Term.

4. **Section 2.01, Annual Rent** is modified to provide that commencing on May 1, 2009, County shall pay Landlord an Annual Rent of Thirty-Eight Thousand Four Hundred Dollars (\$38,400.00), which shall be payable in equal monthly installments of Three Thousand Two Hundred Dollars (\$3,200.00) per month payable on the first day of each month in advance.



5. **Section 2.03 Rent Adjustment for Option Period** is deleted in its entirety and replaced with the following:

Section 2.03 Rent Adjustment for Option Period.

Commencing on the first day of the Option Period, the Annual Rent shall be adjusted by an increase of three percent (3%) above the prior year's rent.

- 6. **Section 15.15 Non Discrimination** is modified to include a prohibition against discrimination on the basis of age, gender expression or identity.
- 7. **Section 15.18, Disclosure of Beneficial Interests**, is hereby deleted in its entirety and replaced with the following:

Section 15.18 Disclosure of Beneficial Interests.

Landlord represents that simultaneously with Landlord's execution of this Second Amendment, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests attached as Exhibit "D" hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Premises as required by Section 286.23 of the Florida Statutes unless Landlord is exempt under the statute. Landlord warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Premises after the date of execution of the Disclosure until the Effective Date of this Second Amendment, Landlord shall immediately, and in every instance, provide written notification of such change to the Lessee pursuant to Section 15.04 of this Lease.

- 8. This Second Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").
- 9. Except as modified by this Second Amendment, the Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Landlord and County hereto have executed this Second Amendment on the day and year first written above.

MILAGRO FOUNDATION, INC., a Florida non profit corporation WITNESS: Witness Signature Jeffrey L Print Witness Name Card Zum Witness Signature Cavel ZRIMM Print Witness Name ATTEST: **COUNTY:** SHARON R. BOCK PALM BEACH COUNTY, FLORIDA, **CLERK & COMPTROLLER** a political subdivision of the State of Florida By:

APPROVED AS TO TERMS AND LEGAL SUFFICIENCY AND CONDITIONS

By: **Assistant County Attorney**

Deputy Clerk

APPROVED AS TO FORM

LANDLORD:

Audrey Wolf, Director Facilities Development & Operations

John F. Koons, Chairman

G:\Property Mgmt Section\Out Lease\Ages & Stages Early Headstart DELRAY\Amendment No. 2\Amendment.004.HF app. 121808.doc

EXHIBIT "D"

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS (REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA	
COUNTY OF PALM BEACH	
BEFORE ME, the undersigned au Jeffrey L. Cohen, hereinafter	uthority, this day personally appeared, referred to as "Affiant", who being by me first
duly sworn, under oath, deposes and stat	tes as follows:
1. Affiant is the <u>President</u> "Owner") which entity is the owner of t Exhibit "A" (the "Property").	_ of <u>Milagro Foundation</u> , Inc. , (the the real property legally described on the attached
2. Affiant's address is:	340 SW 6 th Ave., Delray Beach, FL 33444
listing of the names and addresses of eve	de a part hereof, as Exhibit "B" is a complete ery person or entity having a five percent (5%) or and the percentage interest of each such person or
4. Affiant acknowledges that Statutes 286.23, and will be relied up Property.	t this Affidavit is given to comply with Florida oon by Palm Beach County in its lease of the
5. Affiant further states that a with the penalties provided by the laws statements under oath.	Affiant is familiar with the nature of an oath and s of the State of Florida for falsely swearing to
6. Under penalty of perjury, Affidavit and to the best of Affiant's complete.	Affiant declares that Affiant has examined this knowledge and belief it is true, correct, and
FURTHER AFFIANT SAYETH NAUG	HT
Jeffery L. Cohen, Affia (Print Affiant Name)	
day of ANUHU	subscribed and acknowledged before me this, 2009, by
MARJORIE KENNEDY MY COMMISSION # DD 569696 EXPIRES: August 18, 2010 Bonded Thru Notary Public Underwriters	(Print Notary Name)
	NOTARY PUBLIC State of Florida at Large

G:\PREM\Standard Documents\Disclosure of Beneficial Interest (landlord) 12-08.doc

ATTACHMENT # 3

My Commission Expires:

EXHIBIT "A"

PROPERTY

THE SOUTH 100 FEET OF THE EAST 100 FEET OF THE SOUTH 100 BLOCK 16, TOGETHER WITH THE NORTH 100 FEET OF THE SOUTH 204.88 FEET OF THE EAST 135 FEET OF THE SOUTH 100 FEET, LESS THE SOUTH 100 FEET AND THE NORTH 100 FEET OF THE SOUTH 100 FEET AND THE NORTH 100 FEET OF THE SOUTH 100 BLOCK 16. TOWN OF LINTON, FLORIDA, N/K/A DELRAY BEACH, ACCORDING TO THE PLAT THEROF AS RECORDED IN THE PLAT BOOK 1, PAGE 3, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Landlord is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Landlord must identify individual owners. If, by way of example, Landlord is wholly or partially owned by another entity, such as a corporation, Landlord must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NIA NATE

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PRODUCER PHONE (A/C. No. Ext): (954)491-2216 Presby & Company, Inc. Richard Presby PO Box 11150	North Pointe Insur	ance	
Fort Lauderdale, FL 33339	_		
CODE: SUB CODE: AGENCY CUSTOMER ID #:	() - Ext.		
Milagro Foundation Inc.	LOAN NUMBER	2094118124	
340 S. W. 6th Avenue	EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL
Delray Beach, FL 33444	11/29/2008 This replaces prior evid	11/29/2009 ENCE DATED:	TERMINATED IF CHECKED
PROPERTY INFORMATION	1		
COCATION/DESCRIPTION 340 S. W. 6th Avenue Delray Beach FL Bui 346 S. W. 6 Avenue Delray Beach FL Bui	•		
COVERAGE INFORMATION			
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340 S. W. 6th Building Coverage Including Replacement Cos 346 S. W. 6th Building Coverage Including Replacement Co	•	\$250,00 \$260,00	I : : : : :
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REMARKS (Including Special Conditions) the board of county commissioners palm beach county is cover s. w. 6th avenue, delray beach, fl	red as an additional ins	ured as respects the	building located at 346
CANCELLATION			
THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND POLICY BE TERMINATED, THE COMPANY WILL GIVE THE AWRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY INTEREST, IN ACCORDANCE WITH THE POLICY PROVISION ADDITIONAL INTEREST.	ADDITIONAL INTEREST CHANGES TO THE POL	DENTIFIED BELOW LICY THAT WOULD A	30 DAYS
NAME AND ADDRESS Palm Beach County BOCC,	MORTGAGEE	X ADDITIONAL INSURED	
Property and Real Estate Mgt. 2633 VISTA PARKWAY WEST PALM BEACH FL 33411-	LOSS PAYEE		
ATTN: NICHOLAS LAMBIASE FAX: 561-233-0210	AUTHORIZED REPRESENTATION	chard &.	Drewy-
ACORD 27 (3/93)	. ——	© A	CORD CORPORATION 1993

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5612/4/2/2 p.2 CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) PRODUCER THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR Levay Ins Agency Inc ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE INSURED NAIC# INSURER A: Colony Insurance Group Milagro Foundation, inc. INSURER B: 340 SW 6th Ave INSURER C Delray Beach, FL 33444 INSURER D INSURER E COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFFECTIVE POLICY EXPIRATION DATE (MM/DD/YY) LIMITS GENERAL LIABILITY GL3220665 09/11/2008 X COMMERCIAL GENERAL LIABILITY 09/11/2009 EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurence) CLAINS MADE X OCCUR \$ MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 3 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE 1,000,000 3 PRODUCTS - COMP/OP AGG 1,000,000 POLICY PROs AUTOMOBILE LIABILITY 3 ANY AUTO COMBINED SINGLE LIMIT 5 ALL OWNED AUTOS SCHEDULED AUTOS BODILY INJURY 3 HIRED AUTOS BODILY INJURY (Per accident) SOTUA DEMA'C-NON Ş PROPERTY DAMAGE (Per accident) GARAGE LIABILITY AUTO ONLY - EA ACCIDENT | \$ ANY AUTO EA ACC \$ EXCESSIUMBRELLA LIABILITY AGG : \$ EACH OCCURRENCE CLAIMS MADE OCCUR \$ AGGREGATE \$ \$ DEDUCTIBLE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/VEMBER EXCLUDED? E.L. EACH ACCIDENT OFFICENT WILLIAMS

I yes, describe under

SPECIAL PROVISIONS below E.L. DISEASE - EA EMPLOYEE \$

CERTIFICATE HOLDER

Palm Beach County, Dept. of Park and Recreation 2700 6th Ave Lake Worth, FL 33461

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

E.L. DISEASE - POLICY LIMIT

AUTHORIZED REPRESENTATIVE

ACCRD 25 (2001/08)

© ACORD CORPORATION 1988

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_∧∪™ CERTI	FICATE OF LIAB	ILITY INS	URANC	E 5197	DATE (MM/DD/YY) 06/01/2008			
AON RISK SERVICES OF FLORIDA 1001 BRICKELL BAY DRIVE, SUITE 1100		ONLY AN	ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
MIAMI, FL 33131 (305) 372-9950	COMPANY	COMPANIES	AFFORDING COVER	RAGE				
(555) 5,2 5,550	(303) 372-3330			INSURANCE COMPANY				
URED		COMPANY			*.			
Oasis Outsourcing I	Holdings. Inc.	В						
Alt. Emp.: Milagro F	oundation, Inc.	COMPANY						
2054 Vista Parkway West Palm Beach, I		COMPANY D						
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GENERAL LIABILITY				GENERAL AGGREGATE	\$			
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OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE	\$			
				FIRE DAMAGE (Any one fire)	\$			
AUTOMOBILE LIABILITY		<u> </u>	1	MED EXP (Any one person)	\$			
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		AUTHORIZED REF		·				
ORD 25-S (1/95)			Α	ON RISK SERVICES, © ACORD C	INC. OF FLORIDA ORPORATION 1988			

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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No Name History

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Detail by Entity Name

Florida Non Profit Corporation

MILAGRO FOUNDATION, INC.

Filing Information

Document Number N9800000152

FEI Number

650804625

Date Filed

01/12/1998

State

FL

Status Last Event

ACTIVE

CANCEL ADM DISS/REV

Event Date Filed

09/30/2008

Event Effective Date NONE

Principal Address

340 SW 6TH AVE

DELRAY BEACH FL 33444

Changed 04/22/2005

Mailing Address

340 SW 6TH AVENUE DELRAY BEACH FL 33444 US

Changed 09/30/2008

Registered Agent Name & Address

COHEN, JEFFREY L 54 NE FOURTH AVE **DELRAY BEACH FL 33483**

Name Changed: 04/22/2005

Address Changed: 09/30/2008

Officer/Director Detail

Name & Address

Title DP

COHEN, JEFFREY L 54 NE FOURTH AVENUE DELRAY BEACH FL 33483 US

KNAUS, MARYANN 1479 ESTUARY TRAIL DELRAY BEACH FL 33483 US

http://www.sunbiz.org/scripts/cordet.exe?action=DETFIL&inq_doc_number=N9800000015... 1/9/2009

Title DT

HINNERS, BRIAN J 625 AUBURN CIRCLE WEST DELRAY BEACH FL 33444 US

Annual Reports

Report Year Filed Date

2006

01/23/2006

2007 2008 02/05/2007 09/30/2008

Document Images

09/30/2008 REINSTATEMENT	View image in PDF format
02/05/2007 ANNUAL REPORT	View image in PDF format
01/23/2006 ANNUAL REPORT	View image in PDF format
04/22/2005 ANNUAL REPORT	View image in PDF format
06/15/2004 ANNUAL REPORT	View image in PDF format
04/08/2004 ANNUAL REPORT	View image in PDF format
04/16/2003 ANNUAL REPORT	View image in PDF format
04/28/2002 ANNUAL REPORT	View image in PDF format
04/30/2001 ANNUAL REPORT	View image in PDF format
04/26/2000 ANNUAL REPORT	View image in PDF format
05/17/1999 ANNUAL REPORT	View image in PDF format
01/12/1998 Domestic Non-Profit	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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Entity Name Search

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BUDGET AVAILABILITY STATEMENT

REQUEST DATE: <u>09/23/2008</u>					-
REQUESTED BY: Martha LaVe	erghetta, Pror	perty Specialis	t, PREM		
SENT TO: Rebecca We	bb, Fiscal Ma	anager II, Com	umunity Serv	rices	
PROJECT NAME: Delray Beach	Early Head S	Start (Milagro	Center), Am	endment #2	
IS ITEM INCLUDED IN CURRE	NT BUDGE	T: YES <u>X</u>	NO		
BUDGET ACCOUNT NO:					
FUND: 1002 DEPT: 147	UNIT: <u>145</u>	7_ OBJ: _441	10 PROG	RAM: <u>EH</u> 2	20 – GY08
			•		
FIVE YEAR SUMMARY OF FIS	CAL IMPA(CT			
FISCAL YEARS	2009	2010	2011	2012	2013
CAPITAL EXPENDITURES					
OPERATING COSTS (rent)	\$37,700	<u>\$22,400</u>			
EXTERNAL REVENUE	-				
PROGRAM INCOME (COUNTY) <u> </u>				
IN KIND MATCH (COUNTY)	-				
NET FISCAL IMPACT	\$37,700	<u>\$22,400</u>			****
PROPOSED BCC MEETING DA	TE: <u>Nov</u>	ember 18, 200	<u> </u>		
BAS APPROVED BY: Fello	l Leca E	Will	/ _ date: <u>(</u>	ld 27,	2008