

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>Meeting Date:</b>	December 21, 2010	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Department:</b>	Facilities Development & Operations		

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Amendment Number Three 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 \$39,552.

**Summary:** Since 2002 the County, on behalf of the Community Services Department Head Start Division, has leased the building and surrounding land located at 346 SW 6<sup>th</sup> Avenue in Delray Beach. The current term of the Lease expires April 30, 2011. This Amendment extends the term of the Lease for three (3) years at the current rate of \$39,552 (\$18.83/sf) per year fixed for the entire three (3) year term. 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. The Early Head Start Program will ultimately be relocated to a new Head Start facility within Delray Beach's Catherine Strong Park planned for construction in FY 2015. **(PREM) District 7 (HJF)**

**Background and Justification:** On June 18, 2002, the Board approved the initial Lease Agreement with Ages & Stages, Inc. which expired on April 30, 2005, (R2002-0957). On January 11, 2005, the Board exercised the renewal option, extending the term of the Lease Agreement through April 30, 2008, (R2005-0101). On April 15, 2008, the Board approved Amendment Number One extending the term through April 30, 2009, (R2008-0634). On February 24, 2009, the Board approved Amendment Number Two, extending the term of the Lease for one (1) year through April 30, 2010, and providing one (1) option to renew for one (1) year, with a 3% annual rent increase. On March 23, 2010, the Board exercised the renewal option, extending the term of the Lease Agreement until April 30, 2011, with an Annual Rent rate of \$39,552 (R-2010-0394).

Currently, the County does not have any County-owned space available within the Delray Beach Head Start service 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 a new Head Start facility planned for construction within Delray Beach's Catherine Strong Park, construction of which has been delayed again from FY 2012 to FY 2015. This Amendment will provide for the continued use of the Delray Beach Early Head Start child care facility in its current location.

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:**

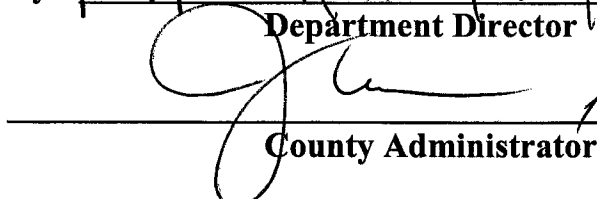
1. Location Map
2. Amendment Number Three to Lease Agreement
3. Disclosure of Beneficial Interest
4. Budget Availability Statement

**Recommended By:**

  
Department Director

12/3/10  
Date

**Approved By:**

  
County Administrator

12/13/10  
Date

## **II. FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	<u>\$16,480</u>	<u>\$39,522</u>	<u>\$39,522</u>	<u>\$23,072</u>	
<b>External Revenues</b>					
<b>Program Income (County)</b>					
<b>In-Kind Match (County)</b>					
<b>NET FISCAL IMPACT</b>	<u>\$16,480</u>	<u>\$39,522</u>	<u>\$39,522</u>	<u>\$23,072</u>	
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

**Is Item Included in Current Budget:** Yes X No \_\_\_\_\_

Budget Account No: Fund 1002 Dept 147 Unit 1457 Object 4410  
Program EH20-G410

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**C. Departmental Fiscal Review:** \_\_\_\_\_

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Development Comments:**

EXTENSION OF LEASE TERM WILL EXPIRE ON APRIL 30TH, 2014

OFMB *K. Diaz* 12/9/2010  
12/7/10 12/7/10 12/7/10

Irwin L. Jacobowitz / Ed Jones  
Contract Development and Control 12/10/10

**B. Legal Sufficiency:**

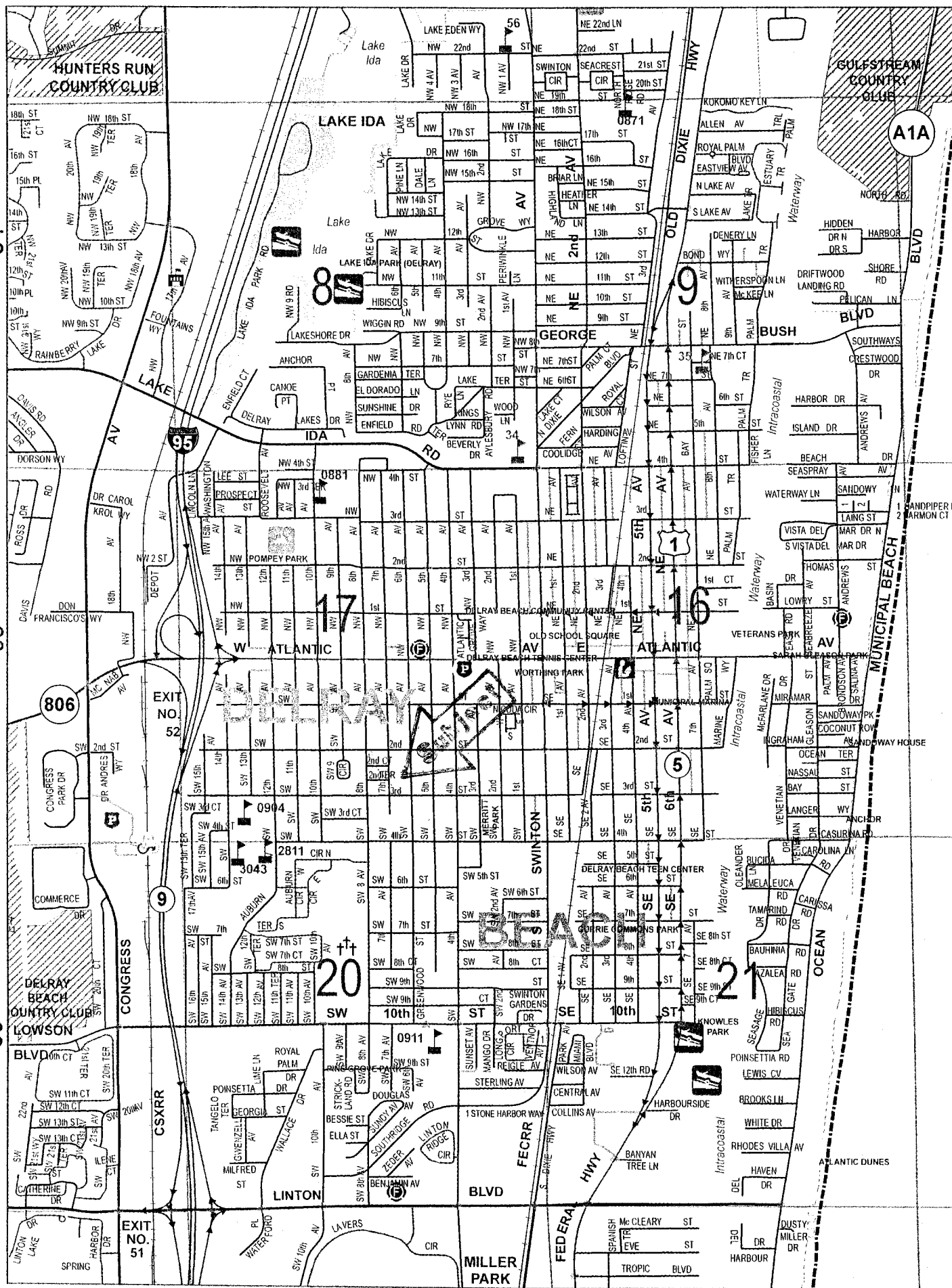
This amendment complies with our review requirements.

**Legal Sufficiency:** \_\_\_\_\_ 12/13/10  
Assistant County Attorney

### C. Other Department Review:

Department Director

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



## LOCATION MAP

**ATTACHMENT #1**

## AMENDMENT NUMBER THREE TO LEASE AGREEMENT

**THIS AMENDMENT NUMBER THREE TO LEASE AGREEMENT** (the "Third Amendment") is made and entered into \_\_\_\_\_ by and between MILAGRO FOUNDATION, INC., a Florida nonprofit 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 6<sup>th</sup> Avenue, Delray Beach, Florida 33444, which Lease had an initial Term from July 1, 2002, through April 30, 2005; and

**WHEREAS**, Ages & Stages, Incorporated, sold the Premises to Landlord; and

**WHEREAS**, the Lease has been amended to extend the Term and provide extension options; and

**WHEREAS**, the parties desire to extend the Term of the Lease for three (3) years; 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 three (3) years commencing on May 1, 2011, and expiring on April 30, 2014 (the "Term").

3. **Section 1.04, Option to Extend** is deleted in its entirety.

4. **Section 2.01, Annual Rent** is modified to provide that commencing on May 1, 2011, County shall pay Landlord an annual gross rental of Thirty-Nine Thousand Five Hundred Fifty-Two Dollars (\$39,552.00) (the "Annual Rent") for each year of the Term, which shall be payable in equal monthly installments of Three Thousand Two Hundred Ninety-Six Dollars (\$3,296.00) 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

6. Landlord represents that simultaneously with Landlord's execution of this Third Amendment, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests attached as Exhibit "A" 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 Third 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.

7. Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is

not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

8. This Third 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 Third 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.

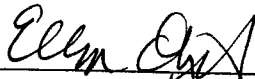
**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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


**LANDLORD:**

**MILAGRO FOUNDATION, INC.,**  
a Florida nonprofit corporation

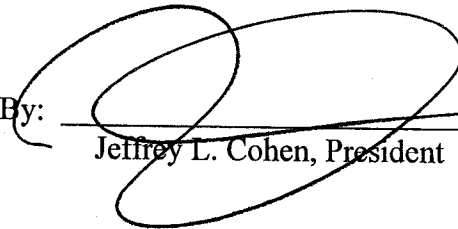
WITNESS:

  
Witness Signature

ELYN OKRENT  
Print Witness Name

  
Witness Signature

Gina Genovese  
Print Witness Name

By:   
Jeffrey L. Cohen, President

(SEAL)  
Not for Profit

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

COUNTY:

**PALM BEACH COUNTY, FLORIDA,**  
a political subdivision of the State of Florida

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

By: \_\_\_\_\_  
Karn T. Marcus, Chair

WITNESS:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

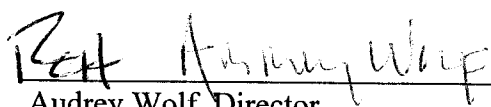
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Audrey Wolf, Director  
Facilities Development & Operations

**EXHIBIT "A"**

**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 authority, this day personally appeared, Jeffery L. Cohen, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of the Milagro Foundation Inc. a Florida Non Profit Corporation, (the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 340 SW 6<sup>th</sup> Avenue, Delray Beach, FL 33444.

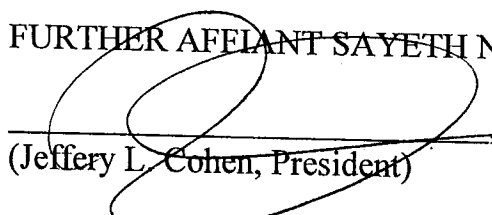
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

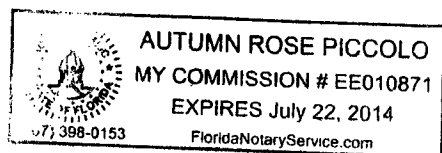
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_, Affiant  
(Jeffery L. Cohen, President)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 2 day of November, 2010, by Jeffery L. Cohen [X] who is personally known to me or [initials] who has produced \_\_\_\_\_ as identification and who did take an oath.

  
\_\_\_\_\_  
Notary Public



Autumn Piccolo  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 7/22/14



**EXHIBIT "A"**

**PROPERTY**

THE SOUTH 100 FEET OF THE EAST 100 FEET OF THE SOUTH ¼ BLOCK 16, TOGETHER WITH THE NORTH 100 FEET OF THE SOUTH 204.88 FEET OF THE EAST 135 FEET OF THE SOUTH ¼ BLOCK 16, AND THE SOUTH 204.88 FEET OF THE EAST 100 FEET, LESS THE SOUTH 100 FEET AND THE NORTH 100 FEET OF THE SOUTH ¼ BLOCK 16. TOWN OF LINTON, FLORIDA, N/K/A DELRAY BEACH, ACCORDING TO THE PLAT THEREOF 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.

NAME	ADDRESS	PERCENTAGE OF INTEREST
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None. The Milagro Foundation is a 501(C)(3) organization. There are no individual entities that have beneficial interest in its assets.

# BUDGET AVAILABILITY STATEMENT

RECEIVED

REQUEST DATE: 8/23/2010 REQUESTED BY: Richard C. Bogatin

PHONE: 561.233.0214  
FAX: 561.233.0210

PROJECT TITLE: Ages & Stages/Milagro/Delray Beach Early Head Start PROJECT NO.: 2010-5. \_\_\_\_\_

*Rent/Lease Extension*

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	\$16,480	\$39,522	\$39,522	\$23,072	
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$16,480	\$39,522	\$39,522	\$23,072	
# ADDITIONAL FTE POSITIONS (Cumulative)					

\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

## BUDGET ACCOUNT NUMBER

FUND: 1002

DEPT: 147

UNIT: 1457

OBJ: 4410 6410

SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES ☒ NO ☐

*EH20*  
*8/31/10*

## IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- ~ Ad Valorem (source/type: \_\_\_\_\_)
- ~ Non-Ad Valorem (source/type: \_\_\_\_\_)
- ~ Grant (source/type: Federal grant - HHS (Head Start))
- ~ Park Improvement Fund (source/type: \_\_\_\_\_)
- ~ General Fund
- ~ Operating Budget
- ~ Federal/Davis Bacon ☒

SUBJECT TO IG FEE? 9 YES 9 NO X

Department: Community Services/Head Start

BAS APPROVED BY: Jasuna Malhotra DATE: 09/01/10

ENCUMBRANCE NUMBER:

C:\Documents and Settings\malhotr\Local Settings\Temporary Internet Files\Content.Outlook\6QHEASG4\BAS revenue\_expense (031110).docx

ATTACHMENT #4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/9/2010

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

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

PRODUCER Weekes & Callaway 3945 West Atlantic Avenue Delray Beach FL 33445-3902	CONTACT NAME: Evelyn Ambler, AAI PHONE (AC, No. Ext): (561) 278-0448 FAX (AC, No): (561) 278-2391 E-MAIL ADDRESS: eambler@weekescallaway.com PRODUCER CUSTOMER ID #: 00013115
INSURED Milagro Foundation, Inc. 340 SW 6th Ave Delray Beach FL 33444	INSURER(S) AFFORDING COVERAGE INSURER A: General Ins Co of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:


COVERAGES CERTIFICATE NUMBER: Master 2010-11 REVISION NUMBER:

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



INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			24CC27338920	9/11/2010	9/11/2011	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/>			ABUSE & MOLESTTION INCL			PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO			24CC27338920	9/11/2010	9/11/2011	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liability			LP7739596A	9/11/2010	9/11/2011	E.L. DISEASE - POLICY LIMIT \$
							\$1,000,000 Each Claim
							\$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: 340 SW 6th Ave & 346 SW 6th Ave, Delray beach, FL 33444 Palm Beach County BOCC, Property and Real Estate Mgt. is named as Additional Insured with respects to the General Liability when required by written contract with the Named Insured per the policy terms and conditions. \*Ten (10) Day Notice of Cancellation applies in the event of non payment of premium.\*

CERTIFICATE HOLDER Palm Beach County BOCC, Property and Real Estate Mgt. Attention: Nicholas Lambise 2633 Vista Parkway West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rose McEwen, CIC/EA
--	--

ACORD™ CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 2/4/2010	
PRODUCER Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED MILAGARO FOUNDATION INC 340 SW 6TH AVE Delray Beach, FL 33444-			INSURERS AFFORDING COVERAGE		NAIC #	
			INSURER A: CASTLEPOINT OF FLORIDA			
			INSURER B:			
			INSURER C:			
			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.						
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER	WCP760155100	1/7/2010	1/7/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
CERTIFICATE HOLDER			CANCELLATION			
Palm Beach County Board of County Commissioners Director 2633 Vista Parkway West Palm Beach, FL 33411-			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN 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.			
			AUTHORIZED REPRESENTATIVE 			

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



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Entity Name Search

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Events

No Name History

Detail by Entity Name

Florida Non Profit Corporation

MILAGRO FOUNDATION, INC.

Filing Information

Document Number

N98000000152

FEI/EIN Number

650804625

Date Filed

01/12/1998

State

FL

Status

ACTIVE

Last Event

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 AVE

DELRAY BEACH FL 33444

Changed 03/13/2009

Registered Agent Name & Address

COHEN, JEFFREY L

909 S.E. 5TH AVENUE, SUITE 200

DELRAY BEACH FL 33483

Name Changed: 04/22/2005

Address Changed: 04/26/2010

Officer/Director Detail

Name & Address

Title DP

COHEN, JEFFREY L

909 S.E. 5TH AVENUE, SUITE 200

DELRAY BEACH FL 33483 US

Title DS

KNAUS, MARYANN

1479 ESTUARY TRAIL

DELRAY BEACH FL 33483 US

Title DT

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

Annual Reports

Report Year Filed Date

200809/30/2008

200903/13/2009

201004/26/2010

Document Images

04/26/2010 – ANNUAL REPORT

View image in PDF format

03/13/2009 – ANNUAL REPORT

View image in PDF format

09/30/2008 -- REINSTATEMENT

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# 2010 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N98000000152

FILED  
Apr 26, 2010  
Secretary of State

Entity Name: MILAGRO FOUNDATION, INC.

**Current Principal Place of Business:**

340 SW 6TH AVE  
DELRAY BEACH, FL 33444

**New Principal Place of Business:**

**Current Mailing Address:**

340 SW 6TH AVE  
DELRAY BEACH, FL 33444

**New Mailing Address:**

FEI Number: 65-0804625

FEI Number Applied For ( )

FEI Number Not Applicable ( )

Certificate of Status Desired (X)

**Name and Address of Current Registered Agent:**

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

**Name and Address of New Registered Agent:**

COHEN, JEFFREY L  
909 S.E. 5TH AVENUE, SUITE 200  
DELRAY BEACH, FL 33483 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

04/26/2010

Date

**OFFICERS AND DIRECTORS:**

Title: DP  
Name: COHEN, JEFFREY L  
Address: 909 S.E. 5TH AVENUE, SUITE 200  
City-St-Zip: DELRAY BEACH, FL 33483 US

Title: DS  
Name: KNAUS, MARYANN  
Address: 1479 ESTUARY TRAIL  
City-St-Zip: DELRAY BEACH, FL 33483 US

Title: DT  
Name: HINNERS, BRIAN J  
Address: 625 AUBURN CIRCLE WEST  
City-St-Zip: DELRAY BEACH, FL 33444 US

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

SIGNATURE: STACEY SUTTON

CEO

04/26/2010

Electronic Signature of Signing Officer or Director

Date