

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>*_____</u></u>	<u><u>_____</u></u>	<u><u>_____</u></u>	<u><u>_____</u></u>	<u><u>_____</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

There is no fiscal impact with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

* NO fiscal impact to the County.

 OFMB *5/4/10*
4/30/10 5/29/10

 Contract Development and Control *5/4/10*

B. Legal Sufficiency:

 Assistant County Attorney *5/6/10*

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

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

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT to Agreement R2004-0897, dated May 18, 2004, as amended by R2007-0391 (collectively referred to herein as the "Agreement") is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and Boca Raton Community Hospital, Inc. a corporation licensed to do business in the State of Florida ("Hospital") with a federal tax id number of 60-03-113867-85C.

In consideration of the mutual promises contained herein, the County and Hospital agree as follows:

1. The term of the Agreement, expires on May 18, 2010, and shall be extended to May 18, 2013.
2. All references in the Agreement to Communications Division shall be deleted and replaced with Electronic Services and Security Division.
3. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronic Services and Security Division is charged with responsibility for administering the System. Within the Electronic Services and Security Division a position with the title of 800 MHz Radio System Administrator will be the Hospital's day to day contact and can be reached at 561-233-0837. The Electronic Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

4. Section 9.07 of the Agreement is deleted in its entirety and replaced with the following:

9.07 The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services and Security Division, 2633 Vista Parkway, West Palm Beach, FL 33411. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.

5. Section 9.09 of the Agreement is amended, as to the County address, to:

Palm Beach County Electronic Services and Security Division
2633 Vista Parkway
West Palm Beach, FL 33411

6. Section 14 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 14: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

800 MHZ System Administrator
2633 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Hospital:

Chief Executive Officer
Boca Raton Community Hospital
800 Meadows Road
Boca Raton, FL 33486

Chief Information Officer
Boca Raton Community Hospital
800 Meadows Road
Boca Raton, FL 33486

7. The Agreement is hereby amended to add the following:

SECTION 24: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing

business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Hospital, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and to detect waste, corruption and fraud.

8. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed on the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
Assistant County Attorney

By: Audrey Wolf *SJC*
Audrey Wolf, Director
Facilities Development & Operation

WITNESS:

**BOCA RATON COMMUNITY
HOSPITAL, INC.**

Debbie Galluzzo
Witness Signature

By: Richard W. Jones
Print Name: RICHARD W. JONES
Title: CHIEF FINANCIAL OFFICER

DEBBIE GALLUZZO
Print Witness Name

CORPORATE SEAL

Maria A. Edelman
Witness Signature

MARIA A. Edelman
Print Witness Name

CERTIFICATE OF INSURANCE

ISSUE DATE:
4/15/10

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 COVERAGE.

INSURED:

**Boca Raton Community Hospital, Inc.
800 Meadows Road
Boca Raton, Florida 33486**

COMPANIES AFFORDING COVERAGE

A BOCA RATON COMMUNITY HOSPITAL SELF INSURANCE TRUST (THE NORTHERN TRUST COMPANY OF CHICAGO, ILLINOIS)

B

C

COVERAGES

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.

CO-OP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	TERMS OF INSURANCE	LIMITS OF INSURANCE
A	GENERAL LIABILITY COMMERCIAL GL		01/01/10	12/31/10	EACH OCCURRENCE/ ANNUAL AGGREGATE	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:

THIS IS TO CERTIFY THAT PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL DIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O ELECTRONIC SERVICES AND SECURITY DIVISION, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 HAS BEEN NAMED BY THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED FOR GENERAL LIABILITY INSURANCE, AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER:

Evidence of Coverage:

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS,
A POLITICAL DIVISION OF THE STATE OF FLORIDA, ITS
OFFICERS, EMPLOYEES AND AGENTS, C/O ELECTRONIC
SERVICES AND SECURITY DIVISION, 2633 VISTA PARKWAY,
WEST PALM BEACH, FL 33411**

CANCELLATION:

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

AUTHORIZED REPRESENTATIVE:


SIGNATURE OF AN AUTHORIZED REP OF THE TRUST FUND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2010

PRODUCER
Seitlin
6700 N Andrews Avenue, Ste 300
Ft. Lauderdale FL 33309
(954) 938-8788 (954) 938-8566

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
Boca Raton Community Hospital, Inc.
800 Meadows Road
Boca Raton FL 33486

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co.	25658
INSURER B: Safety National Casualty Co.	15105
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 - COM/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" 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	P-810-916K9163IND09	7/5/2009	7/5/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SP-4041712 Excess WC	2/28/2010	2/28/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

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

10 day notice of cancellation for non-payment. CERTIFICATE HOLDER: Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees, and agents, c/o Electronic Services and Security Division. RE: Agreement with Palm Beach County interoperability w/EMS providers through the county's 800 MHz radio sytem. Certificate Holder as contractor is an Additional Insured as respects Auto Liability when required by written contract

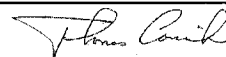
CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Electronic Services and Security Division
2633 Vista Parkway
West Palm Beach FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
4/19/2010

CERTIFICATE HOLDER:

Palm Beach County Board of County
Commissioners
2633 Vista Parkway
West Palm Beach FL 33411

INSURED:

Boca Raton Community Hospital, Inc.
800 Meadows Road
Boca Raton FL 33486

DESCRIPTION OF OPERATIONS CONTINUED:

subject to the terms, conditions and exclusions of the policy.



Tracy Lutz, Esq.
Operations Counsel
Boca Raton Community Hospital
800 Meadows Road
Boca Raton, FL 33486

Samara Cooper
Business and Community Agreements Manager
Department of Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-603

April 22, 2010

Dear Ms. Cooper,

The undersigned, Operations Counsel for Boca Raton Community Hospital, Inc., a Florida not-for-profit corporation, and its affiliated entities, (collectively hereinafter referred to as "Corporation") hereby certifies as follows:

1. Pursuant to the Corporation's Bylaws, as amended and restated, Rick Jones was designated and appointed to the office of Chief Financial Officer ("CFO") and said person held the office at the time said person executed the Second Amendment to Agreement with Palm Beach County for interoperability with EMS providers through the County's 800 MHz Radio System.
2. Pursuant to Corporation Bylaws, as amended and restated, and certain resolution adopted by Corporation's Board of Trustees, the person designated to serve in the capacity of CFO was given sufficient authority to act on behalf of and to bind Corporation with respect to the transactions involving the Second Amendment to Agreement with Palm Beach County for interoperability with EMS providers through the County's 800 MHz Radio System, and that the execution by said person of documents related thereto, constitute a legally binding and enforceable obligation of the Corporation.

Please contact me at (561) 55-4973 if you have any questions.

Sincerely,

Tracy Lutz, Esq.