



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Final Public Hearing
On the Budget

Wednesday, September 21, 2011, 7:30 p.m.
Lake Park Town Hall
535 Park Avenue

| | | |
|------------------------------|---|----------------------|
| James DuBois | — | Mayor |
| Kendall Rumsey | — | Vice-Mayor |
| Steven Hockman | — | Commissioner |
| Jeanine Longtin | — | Commissioner |
| Tim Stevens | — | Commissioner |
| | | |
| Maria V. Davis | — | Town Manager |
| Thomas J. Baird, Esq. | — | Town Attorney |
| Vivian M. Lemley, CMC | — | Town Clerk |

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA
- F. PUBLIC HEARING:

***** OPEN PUBLIC BUDGET HEARING*****

- A. Staff Report
- B. Public Comments
- C. Commission Deliberation

1. Resolution No. 31-09-11 for the Final Millage

Tab 1

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2011/2012; PROVIDING FOR AN EFFECTIVE DATE.

2. Resolution No. 32-09-11 for the Final Budget

Tab 2

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011, AND ENDING SEPTEMBER 30, 2012, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

******* CLOSE PUBLIC BUDGET HEARING*******

- G. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.**

Recommended For Approval:

- 3. Resolution No. 34-09-11 Fiscal Year 2012 Renewal of the Annual Employee Benefits.**
- 4. Resolution No. 35-09-11 Fiscal Year 2012 Renewal of the Property, Casualty and Liability Insurance for the Town.**

H. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

I. ADJOURNMENT:

Public Hearing

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2011

Agenda Item No.

PUBLIC HEARING

RESOLUTION

ORDINANCE ON FIRST READING

DISCUSSION/POSSIBLE ACTION

ORDINANCE ON SECOND READING

BID/RFP AWARD

PRESENTATION/PROCLAMATION

CONSENT AGENDA

Other:

SUBJECT: Millage Resolution.

RECOMMENDED MOTION/ACTION: Motion to Adopt Final Millage Resolution for Fiscal Year 2011-2012.

Approved by Town Manager W. Davis **Date:** 9/16/11
Anne M. Costello 9/13/11
 Anne M. Costello/Finance Director **Date of Actual Submittal**

| | | |
|--|---|---|
| Originating Department: Finance | Costs: \$ Funding Source: Acct. # | Attachments: Resolution & Budget Summary Ad |
| Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ | <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ | <input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____ |
| Advertised: Date: <u>September 17, 2011</u> Paper: <u>PB Post</u> <input type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone _____ or Not applicable in this case <u>n/a</u> Please initial one. |

Summary Explanation/Background: In accordance with Chapter 200.065 F.S. the Town must adopt a millage resolution to establish the final millage rate for the next fiscal year. This is required for Statutory Truth in Millage (TRIM) compliance.

RESOLUTION NO. 31-09-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2011/2012; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, §2 of the Florida Constitution the Town of Lake Park has the governmental, corporate and proprietary powers to conduct municipal government; and

WHEREAS, these powers include the power to adopt millage rates to be levied by the Town of Lake Park on all taxable real and tangible personal property within the Town each fiscal year; and

WHEREAS, the Town Commission has on this date held a properly advertised public hearing pursuant to the requirements of Section 200.065, *F.S.*, to adopt a tentative millage rate for the Town's 2011/2012 Fiscal Year; and

WHEREAS, the Town Commission has discussed "the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased"; and

WHEREAS, the public has been allowed to speak and ask questions regarding the final millage rate prior to adoption and the Town Commission has explained the reasons for the increase, if any, over the rolled-back rate.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are true and correct and incorporated herein.

Section 2. In order to fund the budget of the Town of Lake Park, a final millage rate is hereby adopted and levied by the Town Commission of the Town of Lake Park, pursuant to the Laws and Constitution of the State of Florida, as follows:

The final millage rate computed to fund the Town's budget is hereby approved and adopted in the sum of 8.8525 mills. For each \$1,000.00 of assessed valuation, said millage rate will raise a tax of \$8.8525.

Section 3. The rolled-back millage rate computed by the Town of Lake Park pursuant to the instructions furnished by the Palm Beach County Property Appraiser for the Fiscal Year 2011/2012 is 8.9488 mills. The percentage, if any, by which the above specified millage rate to be levied by the Town of Lake Park exceeds the rolled-back rate, is as follows:

A. The tentative millage rate is 0.00 percent above the rolled-back millage of 8.9488 mills.

B. The final millage rate is 0.00 percent above the rolled-back millage rate of 8.9488 mills.

Section 4. In order to fund the voter approved debt service for the Town of Lake Park, a millage rate of 1.8200 mills is hereby adopted by the Town Commission of the Town of Lake Park pursuant to the Laws and Constitution of the State of Florida.

Section 5. Pursuant to the millage rate aforesaid, the following amount of ad valorem taxes shall be raised and collected by the Town of Lake Park for municipal purposes and expenses for the fiscal year beginning October 1, 2011 and ending September 30, 2012, to-wit:

Under the tentative millage rate: \$ 3,957,478

Under the final millage rate: \$ 3,957,478

Section 6. Pursuant to the applicable provisions of the Constitution and Laws of the State of Florida and the Charter of the Town of Lake Park, there is hereby levied a general municipal millage rate as above stated, respectively, upon the dollar amount of the assessed valuation of all taxable real and tangible personal property in the Town of Lake Park as returned by the Palm Beach County Property Appraiser in the Town's behalf and fixed by the Town Commission as shown by the 2011 Tax Roll for the Town of Lake Park, allowing the homestead and all other lawful exemptions as shown therein.

Section 7. The millage hereby levied, as above stated, respectively, is hereby approved and certified by the Town Commission of the Town of Lake Park, pursuant to the laws of the State of Florida.

Section 8. The ad valorem taxes hereby levied are for the purpose of raising funds, revenues and moneys to be used, set aside and expended for the functions and purposes of the municipal government of the Town of Lake Park pursuant to the Constitution and Laws of the State of Florida and the Town Charter.

Section 9. The ad valorem taxes, which are hereby levied, are in excess of and above all other revenues to be received by the Town of Lake Park and are to be collected during the fiscal year beginning October 1, 2011 and ending September 30, 2012. All such ad valorem taxes so specified and levied are ordered to be extended upon the tax rolls, books and records of Palm Beach County in the proper millage in proportion to the valuation of such property as returned by the Palm Beach County Property Appraiser and fixed by the Town Commission of the Town of Lake Park.

Section 10. The Town Clerk is hereby directed to furnish a certified copy of this Resolution upon adoption respectively, to the Palm Beach County Property Appraiser, the Palm Beach County Tax Collector and the Department of Revenue of the State of Florida, as required by Law.

Section 11. This resolution shall take effect immediately upon adoption.

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2011

Agenda Item No.

PUBLIC HEARING

RESOLUTION

ORDINANCE ON FIRST READING

DISCUSSION/POSSIBLE ACTION

ORDINANCE ON SECOND READING

BID/RFP AWARD

PRESENTATION/PROCLAMATION

CONSENT AGENDA

Other:

SUBJECT: Budget Resolution.

RECOMMENDED MOTION/ACTION: Motion to Adopt Budget Resolution for Fiscal Year 2011-2012.

Approved by Town Manager

U. Davis

Date:

9/16/11

Anne M. Costello
Anne M. Costello/Finance Director

9/13/11
Date of Actual Submittal

| | | |
|--|---|---|
| Originating Department: Finance | Costs: \$ Funding Source: Acct. # | Attachments: Resolution & Budget Summary Ad |
| Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ | <input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ | <input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____ |
| Advertised: Date: <u>September 17, 2011</u> Paper: <u>PB Post</u> <input type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone _____ OR Not applicable in this case <u>n/a</u> Please initial one. |

Summary Explanation/Background: In accordance with Chapter 200.065 F.S. the Town must approve a budget resolution to adopt the final budget for the next fiscal year. This is required for Statutory Truth in Millage (TRIM) compliance. The changes proposed by the Town Commission will be incorporated into this budget.

RESOLUTION NO. 32-09-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011, AND ENDING SEPTEMBER 30, 2012, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, pursuant to Article VIII, §2 of the Florida Constitution the Town of Lake Park has the governmental, corporate and proprietary powers to conduct municipal government; and

WHEREAS, pursuant to Section 166.241, Florida Statutes, each municipality in the State of Florida is required to establish a fiscal year beginning October 1 of each year and ending September 30 of the following year shall adopt a budget each fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, that:

Section 1. As hereinafter stated in this resolution, the term "fiscal year" shall mean that period of time beginning October 1, 2011, and including September 30, 2012.

Section 2. The revenues hereinafter incorporated by reference shall be, and the same hereby are, appropriated to provide the monies to be used to pay the necessary operating and other expenses of the respective funds and departments of the Town of Lake Park for the above described fiscal year.

Section 3. Sums hereinafter incorporated by reference listed as operating and other expenses of the respective funds and departments of the Town shall be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for said fiscal year.

Section 4. The revenues and the expenses for which appropriations are hereby made, all set forth above, shall be as follows:

- A. As set out in the amended proposed Town of Lake Park General Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.
- B. As set out in the amended proposed Town of Lake Park Debt Service Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.
- C. As set out in the amended proposed Town of Lake Park Insurance Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.
- D. As set out in the amended proposed Town of Lake Park Streets & Roads Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.
- E. As set out in the amended proposed Town of Lake Park Marina Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.
- F. As set out in the amended proposed Town of Lake Park Stormwater Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.

- G. As set out in the amended proposed Town of Lake Park Sanitation Fund Budget as on file in the Office of the Town Clerk of the Town of Lake Park.

Section 5. The sums herein before incorporated by reference based upon departmental estimates prepared by the Town Manager and the Finance Director shall be, and the same hereby are, fixed and adopted as the budget for the operation of the Town of Lake Park Government and its other enterprises for the fiscal year beginning October 1, 2012.

Section 6. The Town Manager is hereby authorized to amend/transfer appropriations between departmental accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 7. The Town of Lake Park adopts the provisions of Florida Statutes 200 which provides for the expenditures of monies for the fiscal year based upon the final budget approved by the Town Commission of the Town of Lake Park.

Section 8. This Resolution shall take effect immediately upon adoption.

THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

Consent Agenda

TAB 3



**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: September 21, 2011

Agenda Item No.

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input checked="" type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Resolution Authorizing the Town Manager to Obtain for Fiscal Year 2012 Medical Insurance coverage through CIGNA Healthcare; to renew for Fiscal Year 2012 the Lincoln Financial Group Employee Dental, Life and Accidental Death and Dismemberment, Short-Term Disability, and Long-Term Disability Insurance; to renew for Fiscal Year 2012 the Humana/CompBenefits Employee Vision Insurance; and, the Contract with The Center for Family Services of Palm Beach County, Inc. for an Employee Assistance Program for Fiscal Year 2012 and Fiscal Year 2013 for Town Employees

RECOMMENDED MOTION/ACTION: Adoption of Resolution

Approved by Town Manager *H. P. Davis* Date: *9/16/11*
Debbie M. Cannon *9/16/11*
 Name/Title *HR DIRECTOR* Date of Actual Submittal

| | | |
|---|--|--|
| Originating Department: Human Resources | Costs: \$ <u><i>488,528.85</i></u> Funding Source: Acct. # <u><i>various throughout the budget</i></u> | Attachments: Copy of Resolution, Gehring Group Employee Benefits Insurance Analysis and Recommendation Effective October 1, 2011; and, The Center for Family Services of Palm Beach County, Inc. Fiscal Year 2012/2013 Contract and the Fiscal Year 2011 Contract |
| Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u><i>AMC 9/16/11</i></u> <input type="checkbox"/> Fire Dept _____ | <input type="checkbox"/> Grants _____ <input checked="" type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ | <input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____ |

Advertisement not required. All parties interested in this agenda item have been notified. *gmt*

Summary Explanation/Background:

At its August 3, 2011 meeting, staff presented the Fiscal Year 2012 renewal package for Town employee benefits which consisted of the renewal of medical insurance, dental insurance, life insurance and accidental death and dismemberment, short-term and long-term disability insurance, vision insurance; and, an Employee Assistance Program for Town employees for Fiscal Year 2012 and 2013.

The current carrier of the Town's employee medical insurance is Blue Cross Blue Shield of Florida, which provided an overall increased renewal rate to the Town of Lake Park of 13 percent, or an approximate \$57,122 premium increase over the Fiscal Year 2011. The Commission directed staff to obtain alternate proposals for such coverage. As a result, Gehring Group issued a Request for Proposals (RFQ). Blue Cross Blue Shield of Florida and CIGNA Healthcare were the only medical benefit providers to respond to the RFQ, and such responses are set forth in the attached Employee Benefits Insurance Analysis and Recommendation. After careful review, and upon recommendation by Gehring Group, staff recommends obtaining medical insurance coverage for Town employees through CIGNA Healthcare Alternate Plan No. 3 for Fiscal Year 2012 at an overall premium decrease of 3.2 percent.

The provider of the Town's current employee dental insurance is Lincoln Financial Group. Based upon a review of claims paid over the past two years and by applying the current dental cost trend for similar-sized groups in Florida, Lincoln Financial Group has provided an overall renewal rate to the Town of Lake Park at an 8 percent, or a \$3,039, increase from current Fiscal Year 2011 premiums. Staff is recommending that employee dental insurance through Lincoln Financial Group be renewed for Fiscal Year 2012.

Lincoln Financial Group is also the provider of the Town's current employee life and accidental death and dismemberment, short-term and long-term disability insurance. Based upon a review of claims paid for the current year, there will be no increase in premiums for such coverage over Fiscal Year 2011 premiums. Staff is recommending that employee life and accidental death and dismemberment, short-term and long-term insurance through Lincoln Financial Group be renewed for Fiscal Year 2012.

Humana/Comp Benefits is the provider of the Town's current employee vision insurance, and inasmuch as the Town is entering into the second year of its two-year rate guarantee, there will be no change in premiums for vision insurance for Fiscal Year 2012. Staff is recommending that employee vision insurance through Humana/Comp Benefits be renewed for Fiscal Year 2012.

The Employee Benefits Insurance Analysis and Recommendation Effective October 1, 2011 prepared by Gehring Group, which is attached as Exhibit A, sets forth analyses of employee medical, dental, life and accidental death and dismemberment, short-term and long-term disability, and vision insurance in greater detail.

The rates and level of services through The Center for Family Services of Palm Beach County, Inc. for administration of the Employee Assistance Program (EAP) remain unchanged from Fiscal Year 2011, and a 10 percent discount has been offered by this provider if the Town renews its contract for the provision of EAP services for Fiscal Year 2012 and Fiscal Year 2013 a this time. Staff is recommending renewal of this contract for Fiscal Years 2012 and 2013, a copy of which is attached as Exhibit B. As background, attached as Exhibit C is a copy of the Town's contract for EAP services with The Center for Family Services of Palm Beach County, Inc. for Fiscal Year 2011.

RESOLUTION NO. 34-09-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO OBTAIN FOR FISCAL YEAR 2012 EMPLOYEE MEDICAL INSURANCE THROUGH CIGNA HEALTHCARE; TO RENEW FOR FISCAL YEAR 2012 THE LINCOLN FINANCIAL GROUP EMPLOYEE DENTAL, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT, SHORT-TERM DISABILITY AND LONG-TERM DISABILITY INSURANCE; TO RENEW FOR FISCAL YEAR 2012 THE HUMANA/COMPBENEFITS EMPLOYEE VISION INSURANCE; AND, TO RENEW THE CONTRACT WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. FOR AN EMPLOYEE ASSISTANCE PROGRAM FOR FISCAL YEARS 2012 AND 2013 FOR TOWN EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS; the Town Commission has determined that it will provide the Town’s employees with medical insurance, dental insurance, life and accidental death and dismemberment, short-term disability and long-term disability insurance, and vision insurance coverage for Fiscal Year 2012; and

WHEREAS; the Town Commission has determined that it will provide the Town’s employees with an employee assistance program for Fiscal Years 2012 and 2013; and

WHEREAS; the Town Commission of the Town of Lake Park has reviewed the Employee Benefits Insurance Analysis and Recommendation effective October 1, 2011 presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park and to obtain employee medical insurance through CIGNA Healthcare for Fiscal Year 2012 and to renew for Fiscal Year 2012 its Lincoln Financial Group employee dental, life and accidental death and dismemberment, short-term disability and long-term disability insurance; and, its Humana/CompBenefits employee vision insurance; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to renew for Fiscal Years 2012 and 2013 its contract with The Center for Family Services of Palm Beach County, Inc. for the provision of an Employee Assistance Program. A copy of The Center for Family Services of Palm Beach County, Inc. contract is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PAK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to obtain employee medical insurance through CIGNA Healthcare for Fiscal Year 2012 pursuant to the rate as recommended in the Employee Benefits Insurance Analysis and Recommendation presented by Gehring Group, a copy of which is attached hereto as **Exhibit A**.

Section 3. The Town Commission hereby authorizes and directs the Town Manager to renew its Lincoln Financial Group employee dental, life and accidental death and dismemberment, and short-term disability and long-term disability insurance for Fiscal Year 2012 pursuant to the renewal rate as outlined in **Exhibit A**.

Section 4. The Town Commission hereby authorizes and directs the Town Manager to renew its Humana/CompBenefits employee vision insurance for Fiscal Year 2012 pursuant to the renewal rate as outlined in **Exhibit A**.

Section 5. The Town Commission hereby authorizes and directs the Town Manager to execute the contract (attached hereto as **Exhibit B**) with The Center for Family Services of Palm Beach County, Inc. for the provision of an Employee Assistance Program for Fiscal Years 2012 and 2013.

Section 6. This Resolution shall become effective immediately upon adoption.

Town of Lake Park



Employee Benefits

Insurance Analysis and Recommendation

Effective Date: October 1, 2011

Presented by:

GEHRING GROUP
PROFESSIONAL SERVICES

11505 Fairchild Gardens Ave., Ste 202
Palm Beach Gardens, Florida 33410
Telephone: (561) 626-6797
Fax: (561) 626-6970
www.gehringgroup.com

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| Section 2 | Medical Insurance Proposal Analysis |
| Section 3 | Dental Insurance Proposal Analysis |
| Section 4 | Life Insurance Proposal Analysis |
| Section 5 | Disability Insurance Proposal Analysis |
| Section 6 | Executive Summary of Benefits |

SECTION 1

Medical Insurance Evaluation

Due to the concern regarding the rising healthcare inflation rate in the State of Florida, as well as the budget reductions facing municipal governments, the Town of Lake Park's agent of record, the Gehring Group, initiated renewal discussions with the Town's current health insurance carrier, Blue Cross Blue Shield of Florida in order to maintain the current benefit structure while reducing the overall renewal impact on a fiscal basis.

The Town selected an alternative medical plan during the 2010/2011 fiscal year renewal due to Blue Cross Blue Shield of Florida's decision to retire their previous plan of five years, resulting in several benefit changes versus the retiring plan. However, the Town still maintains a competitive health insurance plan throughout the County.

Upon review of the plan claims paid for the current year and medical trend costs throughout the state, Blue Cross Blue Shield of Florida has provided an overall renewal to the Town at a 13% increase over current premiums.

The Gehring Group, at the direction of Town staff, released a Request for Quotes (RFQ). Conducting an RFQ allows for the opportunity to evaluate other available options in the marketplace that may reduce the overall renewal impact on a fiscal basis while attempting to maintain the current benefit structure. CIGNA Healthcare and the incumbent carrier were the only medical benefit providers to respond to the RFQ.

As a result of the RFQ responses, it has been determined that the most viable option for the Town at this time is to move its current health insurance coverage to CIGNA at an overall premium decrease of 3.2%. The fiscal impact is a decrease of approximately \$17,209 effective October 1, 2011 through September 30, 2012.

Dental Insurance Evaluation

The current dental program is an employer-sponsored program offered through Lincoln Financial Group and consists of a single option Preferred Provider Organization (PPO) dental plan.

Based on a review of the plan claims paid for the past 2 years in which the rates for the Town's dental plan were guaranteed and by applying the current dental cost trend for

groups of similar size in Florida, Lincoln Financial has provided an overall renewal increase to the Town of 8% versus current premiums, which is a fiscal increase of \$3,039 to the Town effective October 1, 2011 through September 30, 2012.

It is recommended that the Town renew its dental insurance program with Lincoln Financial and maintain the current dental plan for the upcoming 2011/2012 plan year.

Life Insurance Evaluation

The Town of Lake Park currently offers basic life and accidental death and dismemberment insurance to all employees, through Lincoln Financial Group, at a benefit amount of one times their annual salary to a maximum of \$50,000. Employees have the option to purchase an additional benefit up to \$250,000.

Upon review of the plan claims paid for the current year, Lincoln Financial Group will not be increasing rates for the 2011/2012 plan year.

It is recommended that the Town renew its life insurance program with Lincoln Financial Group and maintain the current basic life and accidental death and dismemberment insurance through the plan year.

Short Term & Long Term Disability Insurance Evaluation

In addition to the dental and life insurance being offered, Lincoln Financial Group also provides short term and long term disability insurance for the Town's employees.

A review of the plan claims paid for the current year, determined that Lincoln Financial Group will not be increasing rates for the 2011/2012 plan year.

It is recommended that the Town renew its short term and long term Disability insurance programs with Lincoln Financial Group.

Vision Insurance Evaluation

The Town of Lake Park currently offers employees and their dependents vision insurance through Humana / CompBenefits. The Town is entering the second year of its two-year

rate guarantee. Therefore, the current rates for the vision plan will remain unchanged until September 30, 2012.

It is recommended that the Town renew its vision insurance program with Humana / CompBenefits and maintain the insurance through the 2011/2012 plan year.

SECTION 2

Medical Insurance Proposal Analysis

Effective Date: October 1, 2011

Current

Renewal

Alternate #1

| SCHEDULE OF BENEFITS Plan Basics | BlueCross BlueShield of Florida BlueOptions PPO Plan 3766 | | BlueCross BlueShield of Florida BlueOptions PPO Plan 3766 | | BlueCross BlueShield of Florida BlueOptions PPO Plan 3559 | | |
|--------------------------------------|--|-------------------|--|------------------|--|------------------|----------------|
| | In Network | Out of Network | In Network | Out of Network | In Network | Out of Network | |
| Lifetime Maximum | Unlimited | | Unlimited | | Unlimited | | |
| Calendar Year Deductible | | | | | | | |
| Single | No Deductible | \$500 | No Deductible | \$500 | \$500 | \$750 | |
| Family | No Deductible | \$1,500 | No Deductible | \$1,500 | \$1,500 | \$2,250 | |
| Out of Pocket CYM | <i>Includes Copays, CYD & Coinsurance; Excludes Rx</i> | | <i>Includes Copays, CYD & Coinsurance; Excludes Rx</i> | | <i>Includes Copays, CYD & Coinsurance; Excludes Rx</i> | | |
| Single | \$2,500 | \$5,000 | \$2,500 | \$5,000 | \$2,500 | \$5,000 | |
| Family | \$5,000 | \$10,000 | \$5,000 | \$10,000 | \$5,000 | \$10,000 | |
| Coinsurance | 20% | 50% | 20% | 50% | 20% | 40% | |
| Physician Services | | | | | | | |
| Primary Care Physician | \$20 | CYD then 50% | \$20 | CYD then 50% | \$20 | CYD then 40% | |
| Specialist | \$40 | CYD then 50% | \$40 | CYD then 50% | \$40 | CYD then 40% | |
| Maternity (Initial Visit Only) | \$40 | CYD then 50% | \$40 | CYD then 50% | \$40 | CYD then 40% | |
| Chiropractic Services | \$40 | CYD then 50% | \$40 | CYD then 50% | \$40 | CYD then 40% | |
| Laboratory Services | \$50 | CYD then 50% | \$50 | CYD then 50% | \$50 | CYD then 40% | |
| Advanced Imaging | \$150 | CYD then 50% | \$150 | CYD then 50% | \$150 | CYD then 40% | |
| Special Services | | | | | | | |
| Durable Medical Equipment | 20% | CYD then 50% | 20% | CYD then 50% | CYD then 20% | CYD then 40% | |
| Home Health Care | 20% | CYD then 50% | 20% | CYD then 50% | CYD then 20% | CYD then 40% | |
| Skilled Nursing Facility | 20% | CYD then 50% | 20% | CYD then 50% | CYD then 20% | CYD then 40% | |
| Hospice | 20% | CYD then 50% | 20% | CYD then 50% | CYD then 20% | CYD then 40% | |
| Hospital Services | | | | | | | |
| Inpatient Hospital | \$600 / \$1,000 | CYD then 50% | \$600 / \$1,000 | CYD then 50% | \$600 / \$1,000 | CYD then 40% | |
| Outpatient Hospital | \$200 / \$300 | CYD then 50% | \$200 / \$300 | CYD then 50% | \$200 / \$300 | CYD then 40% | |
| Emergency Room | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | |
| Physician Services | No Charge | No Charge | No Charge | No Charge | CYD then 20% | CYD then 20% | |
| Urgent Care | \$45 | CYD then 50% | \$45 | CYD then 50% | \$45 | CYD then 40% | |
| Ambulance Services | 20% | CYD then 20% | 20% | CYD then 20% | CYD then 20% | CYD then 20% | |
| Outpatient Therapy | \$45 / \$60 | CYD then 50% | \$45 / \$60 | CYD then 50% | \$45 / \$60 | CYD then 40% | |
| Ambulatory Surgical Center | \$100 | CYD then 50% | \$100 | CYD then 50% | \$100 | CYD then 40% | |
| Mental Health/Substance Abuse | | | | | | | |
| Inpatient Hospital | No Charge | 50% | No Charge | 50% | No Charge | 40% | |
| Outpatient Services | No Charge | 50% | No Charge | 50% | No Charge | 40% | |
| Pharmacy Plan | | | | | | | |
| Generic | \$10 | | \$10 | | \$10 | | |
| Preferred Brand | \$30 | | \$30 | | \$30 | | |
| Non Preferred Brand | \$50 | | \$50 | | \$50 | | |
| Mall Order Copay | 2.5x Retail | | 2.5x Retail | | 2.5x Retail | | |
| | | Total Cost | Total Cost | | Total Cost | | |
| Employee | 28 | \$617.38 | \$697.58 | \$697.58 | \$651.26 | | |
| Employee + Spouse | 8 | \$1,370.60 | \$1,548.63 | \$1,548.63 | \$1,445.79 | | |
| Employee + Child(ren) | 3 | \$1,123.64 | \$1,269.60 | \$1,269.60 | \$1,185.29 | | |
| Family | 7 | \$1,895.38 | \$2,141.57 | \$2,141.57 | \$1,999.36 | | |
| Monthly Premium | | \$44,893.62 | \$50,721.07 | \$50,721.07 | \$47,353.02 | | |
| Annual Premium | | \$538,486.24 | \$608,652.84 | \$608,652.84 | \$568,236.23 | | |
| \$ Increase | | N/A | \$83,972.60 | \$83,972.60 | \$28,555.98 | | |
| % Increase | | N/A | 13.0% | 13.0% | 5.3% | | |
| | | Town Cost | EE Cost | Town Cost | EE Cost | Town Cost | EE Cost |
| Employee | 28 | \$617.38 | \$0.00 | \$697.58 | \$0.00 | \$651.26 | \$0.00 |
| Employee + Spouse | 8 | \$993.99 | \$376.61 | \$1,123.11 | \$425.53 | \$1,048.52 | \$397.26 |
| Employee + Child(ren) | 3 | \$870.51 | \$253.13 | \$983.59 | \$286.01 | \$918.28 | \$267.01 |
| Family | 7 | \$1,256.38 | \$639.00 | \$1,419.58 | \$722.00 | \$1,325.31 | \$674.05 |
| Monthly Premium | | \$36,644.75 | \$8,245.27 | \$41,404.88 | \$9,316.20 | \$38,655.54 | \$8,697.48 |
| Annual Premium | | \$439,737.00 | \$98,943.24 | \$496,858.50 | \$111,794.34 | \$463,866.47 | \$104,369.77 |
| \$ Increase | | N/A | N/A | \$57,121.50 | \$12,851.10 | \$24,129.47 | \$5,426.53 |
| % Increase | | N/A | N/A | 13.0% | 13.0% | 5.5% | 5.5% |

Town of Lake Park
 Medical RFQ Evaluation
 PPO Plans

Effective Date: October 1, 2011



Recommendation

| SCHEDULE OF BENEFITS | Current | | Alternate #2 | | Alternate #3 | |
|--------------------------------------|--|------------------|--|---------------------------|--|---------------------------|
| | BlueCross BlueShield of Florida BlueOptions PPO Plan 3766 | | CIGNA Healthcare FL Open Access Custom Plan | | CIGNA Healthcare FL Open Access Custom Plan | |
| | In Network | Out of Network | In Network | Out of Network | In Network | Out of Network |
| Plan Basics | Unlimited | | Unlimited | | Unlimited | |
| Lifetime Maximum | | | | | | |
| Calendar Year Deductible | | | | | | |
| Single | No Deductible | \$500 | No Deductible | \$500 | No Deductible | \$500 |
| Family | No Deductible | \$1,500 | No Deductible | \$1,500 | No Deductible | \$1,500 |
| Out of Pocket CYM | <i>Includes Copays, CYD & Coinsurance; Excludes Rx</i> | | <i>Includes CYD; Excludes Copays</i> | | <i>Includes CYD; Excludes Copays</i> | |
| Single | \$2,500 | \$5,000 | \$2,500 | \$5,000 | \$2,500 | \$5,000 |
| Family | \$5,000 | \$10,000 | \$5,000 | \$10,000 | \$5,000 | \$10,000 |
| Coinsurance | 20% | 50% | 20% | 50% | 20% | 50% |
| Physician Services | | | | | | |
| Primary Care Physician | \$20 | CYD then 50% | \$20 | CYD then 50% | \$30 | CYD then 50% |
| Specialist | \$40 | CYD then 50% | \$40 | CYD then 50% | \$50 | CYD then 50% |
| Maternity (Initial Visit Only) | \$40 | CYD then 50% | \$40 | CYD then 50% | \$50 | CYD then 50% |
| Chiropractic Services | \$40 | CYD then 50% | \$40 | CYD then 50% | \$50 | CYD then 50% |
| Laboratory Services | \$50 | CYD then 50% | 20% | CYD then 50% | 20% | CYD then 50% |
| Advanced Imaging | \$150 | CYD then 50% | 20% | CYD then 50% | 20% | CYD then 50% |
| Special Services | | | | | | |
| Durable Medical Equipment | 20% | CYD then 50% | 20% | Not Covered | 20% | Not Covered |
| Home Health Care | 20% | CYD then 50% | 20% | Not Covered | 20% | Not Covered |
| Skilled Nursing Facility | 20% | CYD then 50% | 20% | Not Covered | 20% | Not Covered |
| Hospice | 20% | CYD then 50% | 20% | Not Covered | 20% | Not Covered |
| Hospital Services | | | | | | |
| Inpatient Hospital | \$600 / \$1,000 | CYD then 50% | \$600 | CYD then 50%, after \$500 | \$600 | CYD then 50%, after \$500 |
| Outpatient Hospital | \$200 / \$300 | CYD then 50% | \$200 | CYD then 50%, after \$500 | \$200 | CYD then 50%, after \$500 |
| Emergency Room | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 |
| Physician Services | No Charge | No Charge | 20% | CYD then 50% | 20% | CYD then 50% |
| Urgent Care | \$45 | CYD then 50% | \$50 | CYD then 50% | \$50 | CYD then 50% |
| Ambulance Services | 20% | CYD then 20% | 20% | CYD then 20% | 20% | CYD then 20% |
| Outpatient Therapy | \$45 / \$60 | CYD then 50% | \$60 | CYD then 50% | \$60 | CYD then 50% |
| Ambulatory Surgical Center | \$100 | CYD then 50% | 20% | CYD then 50%, after \$500 | 20% | CYD then 50%, after \$500 |
| Mental Health/Substance Abuse | | | | | | |
| Inpatient Hospital | No Charge | 50% | 20% | CYD then 50%, after \$500 | 20% | CYD then 50%, after \$500 |
| Outpatient Services | No Charge | 50% | 20% | CYD then 50% | 20% | CYD then 50% |
| Pharmacy Plan | | | | | | |
| Generic | \$10 | | \$10 | | \$10 | |
| Preferred Brand | \$30 | | \$30 | | \$30 | |
| Non Preferred Brand | \$50 | | \$50 | | \$50 | |
| Mail Order Copay | 2.5x Retail | | 2.5x Retail | | 2.5x Retail | |
| | Total Cost | | Total Cost | | Total Cost | |
| Employee | 28 | \$617.38 | | \$605.27 | | \$597.66 |
| Employee + Spouse | 8 | \$1,370.60 | | \$1,343.73 | | \$1,326.82 |
| Employee + Child(ren) | 3 | \$1,123.64 | | \$1,101.61 | | \$1,087.74 |
| Family | 7 | \$1,895.38 | | \$1,858.22 | | \$1,834.83 |
| Monthly Premium | | \$46,390.82 | | \$44,009.82 | | \$43,453.92 |
| Annual Premium | | \$338,448.24 | | \$338,117.88 | | \$331,471.67 |
| \$ Increase | | N/A | | -\$10,562.16 | | -\$17,708.87 |
| % Increase | | N/A | | -2.0% | | -3.2% |
| | | Town Cost | | Town Cost | | Town Cost |
| Employee | 28 | \$617.38 | | \$605.27 | | \$597.66 |
| Employee + Spouse | 8 | \$993.99 | \$376.61 | \$974.50 | \$369.23 | \$962.24 |
| Employee + Child(ren) | 3 | \$870.51 | \$253.13 | \$853.44 | \$248.17 | \$842.70 |
| Family | 7 | \$1,256.38 | \$639.00 | \$1,231.75 | \$626.47 | \$1,216.24 |
| Monthly Premium | | \$36,644.75 | \$8,245.27 | \$35,926.23 | \$8,083.60 | \$35,474.10 |
| Annual Premium | | \$439,737.00 | \$98,943.24 | \$431,114.71 | \$97,003.18 | \$425,689.25 |
| \$ Increase | | N/A | N/A | -\$8,622.29 | -\$1,940.06 | -\$14,047.75 |
| % Increase | | N/A | N/A | -2.0% | -2.0% | -3.2% |

| SCHEDULE OF BENEFITS | Current | | Alternate #4 | | Alternate #5 | |
|--------------------------------------|--|-------------------|--|---------------------------|--|---------------------------|
| | Blue Cross Blue Shield of Florida BlueOptions PPO Plan 3766 | | CIGNA Healthcare FL Open Access Custom Plan | | CIGNA Healthcare FL Open Access Custom Plan | |
| | In Network | Out of Network | In Network | Out of Network | In Network | Out of Network |
| Lifetime Maximum | Unlimited | | Unlimited | | Unlimited | |
| Calendar Year Deductible | | | | | | |
| Single | No Deductible | \$500 | \$500 | \$1,000 | \$500 | \$1,000 |
| Family | No Deductible | \$1,500 | \$1,000 | \$3,000 | \$1,000 | \$3,000 |
| Out of Pocket CYM | <i>Includes Copays, CYD & Coinsurance; Excludes Rx</i> | | <i>Includes CYD; Excludes Copays</i> | | <i>Includes CYD; Excludes Copays</i> | |
| Single | \$2,500 | \$5,000 | \$2,500 | \$5,000 | \$2,500 | \$5,000 |
| Family | \$5,000 | \$10,000 | \$5,000 | \$10,000 | \$5,000 | \$10,000 |
| Coinsurance | 20% | 50% | 20% | 50% | 20% | 50% |
| Physician Services | | | | | | |
| Primary Care Physician | \$20 | CYD then 50% | \$20 | CYD then 50% | \$30 | CYD then 50% |
| Specialist | \$40 | CYD then 50% | \$40 | CYD then 50% | \$50 | CYD then 50% |
| Maternity (Initial Visit Only) | \$40 | CYD then 50% | \$40 | CYD then 50% | \$50 | CYD then 50% |
| Chiropractic Services | \$40 | CYD then 50% | \$40 | CYD then 50% | \$50 | CYD then 50% |
| Laboratory Services | \$50 | CYD then 50% | CYD then 20% | CYD then 50% | CYD then 20% | CYD then 50% |
| Advanced Imaging | \$150 | CYD then 50% | CYD then 20% | CYD then 50% | CYD then 20% | CYD then 50% |
| Special Services | | | | | | |
| Durable Medical Equipment | 20% | CYD then 50% | CYD then 20% | Not Covered | CYD then 20% | Not Covered |
| Home Health Care | 20% | CYD then 50% | CYD then 20% | Not Covered | CYD then 20% | Not Covered |
| Skilled Nursing Facility | 20% | CYD then 50% | CYD then 20% | Not Covered | CYD then 20% | Not Covered |
| Hospice | 20% | CYD then 50% | CYD then 20% | Not Covered | CYD then 20% | Not Covered |
| Hospital Services | | | | | | |
| Inpatient Hospital | \$600 / \$1,000 | CYD then 50% | \$600 | CYD then 50%, after \$500 | \$600 | CYD then 50%, after \$500 |
| Outpatient Hospital | \$200 / \$300 | CYD then 50% | \$200 | CYD then 50%, after \$500 | \$200 | CYD then 50%, after \$500 |
| Emergency Room | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 |
| Physician Services | No Charge | No Charge | CYD then 20% | CYD then 50% | CYD then 20% | CYD then 50% |
| Urgent Care | \$45 | CYD then 50% | \$50 | CYD then 50% | \$50 | CYD then 50% |
| Ambulance Services | 20% | CYD then 20% | CYD then 20% | CYD then 20% | CYD then 20% | CYD then 20% |
| Outpatient Therapy | \$45 / \$60 | CYD then 50% | \$60 | CYD then 50% | \$60 | CYD then 50% |
| Ambulatory Surgical Center | \$100 | CYD then 50% | CYD then 20% | CYD then 50%, after \$500 | CYD then 20% | CYD then 50%, after \$500 |
| Mental Health/Substance Abuse | | | | | | |
| Inpatient Hospital | No Charge | 50% | CYD then 20% | CYD then 50%, after \$500 | CYD then 20% | CYD then 50%, after \$500 |
| Outpatient Services | No Charge | 50% | CYD then 20% | CYD then 50% | CYD then 20% | CYD then 50% |
| Pharmacy Plan | | | | | | |
| Generic | \$10 | | \$10 | | \$10 | |
| Preferred Brand | \$30 | | \$30 | | \$30 | |
| Non Preferred Brand | \$50 | | \$50 | | \$50 | |
| Mall Order Copay | 2.5x Retail | | 2.5x Retail | | 2.5x Retail | |
| | | Total Cost | Total Cost | | Total Cost | |
| Employee | 28 | \$617.38 | \$577.58 | | \$571.65 | |
| Employee + Spouse | 8 | \$1,370.60 | \$1,282.25 | | \$1,269.07 | |
| Employee + Child(ren) | 3 | \$1,123.64 | \$1,051.21 | | \$1,040.41 | |
| Family | 7 | \$1,895.38 | \$1,773.21 | | \$1,754.98 | |
| Monthly Premium | | \$44,890.03 | \$41,896.46 | | \$41,564.83 | |
| Annual Premium | | \$538,680.34 | \$502,657.58 | | \$498,778.00 | |
| \$ Increase | | N/A | -\$34,732.68 | | -\$38,982.34 | |
| % Increase | | N/A | -6.4% | | -7.4% | |
| | | Town Cost | EE Cost | Town Cost | EE Cost | Town Cost |
| Employee | 28 | \$617.38 | \$0.00 | \$577.58 | \$0.00 | \$571.65 |
| Employee + Spouse | 8 | \$993.99 | \$376.61 | \$929.92 | \$352.33 | \$920.36 |
| Employee + Child(ren) | 3 | \$870.51 | \$253.13 | \$814.40 | \$236.81 | \$806.03 |
| Family | 7 | \$1,256.38 | \$639.00 | \$1,175.40 | \$597.81 | \$1,163.31 |
| Monthly Premium | | \$36,644.75 | \$8,245.27 | \$34,282.67 | \$7,713.79 | \$33,930.32 |
| Annual Premium | | \$439,737.00 | \$98,943.24 | \$411,392.09 | \$92,565.48 | \$407,163.89 |
| \$ Increase | | N/A | N/A | -\$28,344.91 | -\$6,377.76 | -\$32,573.11 |
| % Increase | | N/A | N/A | -6.4% | -6.4% | -7.4% |

SECTION 3

Dental Insurance Proposal Analysis

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2011



CURRENT

RENEWAL

| SCHEDULE OF BENEFITS | LINCOLN FINANCIAL GROUP | | LINCOLN FINANCIAL GROUP | |
|---|--------------------------------|-----------------------|--------------------------------|-----------------------|
| | DentalGuard Select | | DentalGuard Select | |
| Plan Basics | <i>In Network</i> | <i>Out of Network</i> | <i>In Network</i> | <i>Out of Network</i> |
| Calendar Year Maximum | \$1,000 | | \$1,000 | |
| Deductibles | | | | |
| Single | \$25 | \$50 | \$25 | \$50 |
| Family | \$75 | \$150 | \$75 | \$150 |
| Deductible Waived for Preventative Svcs | Yes | Yes | Yes | Yes |
| Benefits | | | | |
| Preventative | 100% | 100% | 100% | 100% |
| Basic | 95% | 80% | 95% | 80% |
| Major | 50% | 50% | 50% | 50% |
| Orthodontia | 50% | 50% | 50% | 50% |
| Service Information | | | | |
| Out of Network Benefits Payable Level | 90% UCR | | 90% UCR | |
| Waiting Period for Major Services | None | | None | |
| Endodontics/Periodontics Payable Level | Basic | | Basic | |
| Rate Guarantee | expires 9/30/2011 | | | |
| Employee | 25 | \$35.88 | \$38.75 | |
| Employee + Family | 22 | \$103.08 | \$111.33 | |
| Monthly Premium | | \$3,164.76 | \$3,418.01 | |
| Annual Premium | | \$37,977.12 | \$41,016.12 | |
| \$ Increase | | N/A | \$3,039.00 | |
| % Increase | | N/A | 8.0% | |

SECTION 4

Life Insurance Proposal Analysis

Town of Lake Park
Life and AD&D Evaluation
Effective Date: October 1, 2011



Current

Renewal

| | Lincoln Financial Group | Lincoln Financial Group |
|--|---|---|
| Schedule of Benefits | | |
| Class 1 - Town Manager | 1x annual salary to a maximum of \$150,000 | 1x annual salary to a maximum of \$150,000 |
| Class 2 - All other eligible employees | 1x annual salary to a maximum of \$50,000 | 1x annual salary to a maximum of \$50,000 |
| Class 3 - Mayor & Commissioner | 1x annual salary to a maximum of \$50,000 | 1x annual salary to a maximum of \$50,000 |
| AD&D Benefits | | |
| Loss of Life | 2x Principal Sum | 2x Principal Sum |
| Loss of 1 Member (Hand, Foot or eye) | Principal Sum | Principal Sum |
| Loss of 2 or more Members | 2x Principal Sum | 2x Principal Sum |
| Air Bag Benefit | \$10,000 or 10% of Principal Sum, whichever is less. | \$10,000 or 10% of Principal Sum, whichever is less. |
| Features | | |
| Waiver of Premium | Included | Included |
| Conversion Privilege | Included | Included |
| Age Reduction Schedule | Age 65 - 65% of original amount Age 70 - 50% of original amount Age 75 - 35% of original amount | Age 65 - 65% of original amount Age 70 - 50% of original amount Age 75 - 35% of original amount |
| Seat Belt Benefit | \$10,000 or 10% of Principal Sum, whichever is less. | \$10,000 or 10% of Principal Sum, whichever is less. |
| Rate Guarantee Period | thru 10/1/2011 | 24 Months |
| Basic Term Life Rate / \$1,000 | \$0.29 | \$0.29 |
| AD&D Rate / \$1,000 | \$0.04 | \$0.04 |
| Total Rate / \$1,000 | \$0.33 | \$0.33 |
| Estimated Volume | \$2,305,000 | \$2,305,000 |
| Monthly Premium | \$749.13 | \$749.13 |
| Annual Premium | \$8,989.50 | \$8,989.50 |
| Total \$ Increase | N/A | \$0.00 |
| Total % Increase | N/A | 0.0% |

SECTION 5

Disability Insurance Proposal Analysis

Town of Lake Park
Short & Long Term Disability Evaluation
Effective Date: October 1, 2011



Current

Renewal

| Schedule of Benefits | Lincoln Financial Group | Lincoln Financial Group |
|-----------------------------------|--------------------------------|--------------------------------|
| STD Core Benefit | | |
| All Eligible Employees | 70% of weekly earnings | 70% of weekly earnings |
| Elimination Period | 15 days Sickness & Accident | 15 days Sickness & Accident |
| Duration of Benefit | 13 weeks | 13 weeks |
| Benefit Maximum | \$1,200 Weekly Benefit Maximum | \$1,200 Weekly Benefit Maximum |
| Rate Guarantee Period | thru 10/1/2011 | 24 Months |
| STD Rate / \$10 | \$0.54 | \$0.54 |
| Estimated Volume | \$29,970 | \$29,970 |
| Monthly Premium | \$1,618.38 | \$1,618.38 |
| Annual Premium | \$19,420.56 | \$19,420.56 |
| STD \$ Increase | N/A | \$0.00 |
| STD % Increase | N/A | 0% |
| LTD Core Benefit | | |
| All Eligible Employees | 60% of monthly earnings | 60% of monthly earnings |
| Elimination Period | 90 days | 90 days |
| Own Occupation Period | 24 months | 24 months |
| Duration of Benefit | SSNRA | SSNRA |
| Features | | |
| Maximum Monthly Benefit | \$5,000 | \$5,000 |
| Mental Illness Limitation | 24 months | 24 months |
| Pre-Existing Condition Limitation | 3/12 | 3/12 |
| Survivor Benefit | 3x monthly benefit | 3x monthly benefit |
| Rate Guarantee Period | thru 10/1/2011 | 24 Months |
| LTD Rate / \$100 | \$0.46 | \$0.46 |
| Estimated Volume | \$181,593 | \$181,593 |
| Monthly Premium | \$835.33 | \$835.33 |
| Annual Premium | \$10,023.93 | \$10,023.93 |
| LTD \$ Increase | N/A | \$0.00 |
| LTD % Increase | N/A | 0% |
| Total Monthly Premium | \$2,453.71 | \$2,453.71 |
| Total Annual Premium | \$29,444.49 | \$29,444.49 |
| Total \$ Increase | N/A | \$0.00 |
| Total % Increase | N/A | 0.0% |

SECTION 6

Executive Summary of Benefits

Town of Lake Park
Plan Cost Comparison
Effective Date: October 1, 2011



CURRENT

Renewal

Alternate #3

| Blue Cross & Blue Shield of FL BlueOptions PPO Plan 3766 | | | | Blue Cross & Blue Shield of FL BlueOptions PPO Plan 3766 | | | CIGNA Healthcare FL Open Access Custom Plan | | | |
|---|-----------|--------------|--------------|---|--------------|--------------|--|--------------|--------------|--------------|
| | Total | Employer | Employee | Total | Employer | Employee | Total | Employer | Employee | |
| Medical | | | | | | | | | | |
| Employee | 28 | \$617.38 | \$617.38 | \$0.00 | \$697.58 | \$697.58 | \$0.00 | \$597.56 | \$597.56 | \$0.00 |
| Employee + Spouse | 8 | \$1,370.60 | \$993.99 | \$376.61 | \$1,548.63 | \$1,123.11 | \$425.53 | \$1,326.82 | \$962.24 | \$364.58 |
| Employee + Child(ren) | 3 | \$1,123.64 | \$870.51 | \$253.13 | \$1,269.60 | \$983.59 | \$286.01 | \$1,087.74 | \$842.70 | \$245.04 |
| Family | 7 | \$1,895.38 | \$1,256.38 | \$639.00 | \$2,141.57 | \$1,419.58 | \$722.00 | \$1,834.83 | \$1,216.25 | \$618.59 |
| Total Medical Premium | 46 | | | | | | | | | |
| Monthly Premium | | \$44,890.02 | \$36,644.75 | \$8,245.27 | \$50,721.07 | \$41,404.88 | \$9,316.20 | \$43,456.07 | \$35,474.22 | \$7,981.86 |
| Annual Premium | | \$538,680.24 | \$439,737.00 | \$98,943.24 | \$608,652.84 | \$496,858.50 | \$111,794.34 | \$521,472.84 | \$425,690.58 | \$95,782.26 |
| \$ Increase / Decrease | | N/A | N/A | N/A | \$69,972.60 | \$57,121.50 | \$12,851.10 | -\$17,207.40 | -\$14,046.42 | -\$3,160.98 |
| % Increase / Decrease | | N/A | N/A | N/A | 13.0% | 13.0% | 13.0% | -3.2% | -3.2% | -3.2% |
| Dental | | | | | | | | | | |
| Employee | 25 | \$35.88 | \$35.88 | \$0.00 | \$38.75 | \$38.75 | \$0.00 | \$38.75 | \$38.75 | \$0.00 |
| Family | 22 | \$103.08 | \$35.88 | \$67.20 | \$111.33 | \$38.75 | \$72.58 | \$111.33 | \$38.75 | \$72.58 |
| Total Dental Premium | 47 | | | | | | | | | |
| Monthly Premium | | \$3,164.76 | \$1,686.36 | \$1,478.40 | \$3,418.01 | \$1,821.25 | \$1,596.76 | \$3,418.01 | \$1,821.25 | \$1,596.76 |
| Annual Premium | | \$37,977.12 | \$20,236.32 | \$17,740.80 | \$41,016.12 | \$21,855.00 | \$19,161.12 | \$41,016.12 | \$21,855.00 | \$19,161.12 |
| \$ Increase / Decrease | | N/A | N/A | N/A | \$3,039.00 | \$1,618.68 | \$1,420.32 | \$3,039.00 | \$1,618.68 | \$1,420.32 |
| % Increase / Decrease | | N/A | N/A | N/A | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% |
| Vision | | | | | | | | | | |
| Employee | 25 | \$4.52 | \$4.52 | \$0.00 | \$4.52 | \$4.52 | \$0.00 | \$4.52 | \$4.52 | \$0.00 |
| Family | 22 | \$17.22 | \$4.52 | \$12.70 | \$17.22 | \$4.52 | \$12.70 | \$17.22 | \$4.52 | \$12.70 |
| Total Vision Premium | 47 | | | | | | | | | |
| Monthly Premium | | \$491.84 | \$212.44 | \$279.40 | \$491.84 | \$212.44 | \$279.40 | \$491.84 | \$212.44 | \$279.40 |
| Annual Premium | | \$5,902.08 | \$2,549.28 | \$3,352.80 | \$5,902.08 | \$2,549.28 | \$3,352.80 | \$5,902.08 | \$2,549.28 | \$3,352.80 |
| \$ Increase / Decrease | | N/A | N/A | N/A | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| % Increase / Decrease | | N/A | N/A | N/A | 0% | 0% | 0% | 0% | 0% | 0% |
| STD | | | | | | | | | | |
| Benefits Volume | | | \$29,970 | | | \$29,970.00 | | | \$29,970.00 | |
| Rate | | | 0.54 | | | 0.54 | | | 0.54 | |
| Total STD Premium | | | | | | | | | | |
| Monthly Premium | | | \$1,618.38 | | | \$1,618.38 | | | \$1,618.38 | |
| Annual Premium | | | \$19,420.56 | | | \$19,420.56 | | | \$19,420.56 | |
| \$ Increase / Decrease | | | N/A | | | \$0.00 | | | \$0.00 | |
| % Increase / Decrease | | | N/A | | | 0% | | | 0% | |
| LTD | | | | | | | | | | |
| Benefits Volume | | | \$181,593 | | | \$181,593 | | | \$181,593 | |
| Rate | | | \$0.46 | | | \$0.46 | | | \$0.46 | |
| Total LTD Premium | | | | | | | | | | |
| Monthly Premium | | | \$835.33 | | | \$835.33 | | | \$835.33 | |
| Annual Premium | | | \$10,023.93 | | | \$10,023.93 | | | \$10,023.93 | |
| \$ Increase / Decrease | | | N/A | | | \$0.00 | | | \$0.00 | |
| % Increase / Decrease | | | N/A | | | 0% | | | 0% | |
| Life / AD&D | | | | | | | | | | |
| Benefits Volume | | | \$2,305,000 | | | \$2,305,000 | | | \$2,305,000 | |
| Basic Term Life Rate | | | \$0.29 | | | \$0.29 | | | \$0.29 | |
| AD&D Rate | | | \$0.04 | | | \$0.04 | | | \$0.04 | |
| Total Life / AD&D Premium | | | | | | | | | | |
| Monthly Premium | | | \$749.13 | | | \$749.13 | | | \$749.13 | |
| Annual Premium | | | \$8,989.50 | | | \$8,989.50 | | | \$8,989.50 | |
| \$ Increase / Decrease | | | N/A | | | \$0.00 | | | \$0.00 | |
| % Increase / Decrease | | | N/A | | | 0% | | | 0% | |
| Total Benefits Premium | | | | | | | | | | |
| Monthly Premium | | \$51,749.45 | \$41,746.38 | \$10,003.07 | \$57,833.75 | \$46,641.40 | \$11,192.36 | \$50,568.75 | \$40,710.74 | \$9,858.02 |
| Annual Premium | | \$620,993.43 | \$500,956.59 | \$120,036.84 | \$694,005.03 | \$559,696.77 | \$134,308.26 | \$606,825.03 | \$488,528.85 | \$118,296.18 |
| \$ Increase / Decrease | | N/A | N/A | N/A | \$73,011.60 | \$58,740.18 | \$14,271.42 | -\$14,168.40 | -\$12,427.74 | -\$1,740.66 |
| % Increase / Decrease | | N/A | N/A | N/A | 11.8% | 11.7% | 11.9% | -2.3% | -2.5% | -1.5% |



LIFE ENRICHMENT
EMPLOYEE ASSISTANCE PROGRAM

**THE CENTER FOR FAMILY SERVICES
OF PALM BEACH COUNTY, INC.
LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM**

AGREEMENT made this ____ day of _____, 2011 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be in full force and in effect for the period beginning October 1, 2011 and ending September 30, 2013, unless terminated earlier pursuant to Section XI.

II. SERVICES TO BE PERFORMED BY CFS:

A. CFS shall perform for the Company's employees and their eligible family members, unlimited sessions for the following EAP services. If multiple family members attend a session as a group, each individual family member will use one of their allotted number of sessions.

1. Marital counseling
2. Divorce adjustment counseling
3. Job related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Unlimited Legal/ Financial Consultations provided by CLC, Consolidated Legal Concepts
10. Elder care resource and referral per contract year

B. CFS further agrees to provide to the Company:

1. Technical assistance in the development of EAP policies & procedures
2. Case management (coordination of community resources, follow-up and case advocacy)
3. Referral to specialized services not offered by CFS, but required by an employee/eligible family member
4. One two hour Supervisory Training session
5. Telephone consultation with EAP staff or CFS as necessary
6. On-site consultation by CFS staff in those cases where CFS deems it necessary
7. Priority for EAP appointments
8. Benefit Talks / Fairs as needed
9. New Employee Orientation
10. Annual Drug Free Workplace Training
11. Three one hour Worksite Seminars
12. One Critical Incident Stress Debriefing (CISD)

III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call the Center at 1-800-404-7960. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within three (3) working days. For those employees/eligible family members that CFS considers to have an emergency, CFS will grant an appointment within 4 hours of an initial call. For urgent care, an appointment will be made within 24 hours. These appointments can be made at any one of our three locations.

V. EMPLOYEE AWARENESS:

Whenever the Company deems it necessary to communicate the benefits of the counseling program to the Company's employees/eligible family members, the Company shall provide for and incur all related mailing expenses. CFS agrees to provide the printed material to be enclosed.

VI. REPORTING:

CFS agrees to provide annual utilization reports to the Company. The reports will include statistics for the preceding year including the number of new employees/eligible family members seen, the number of new cases opened, and the number of cases closed, as well as year-to-date statistics.

VII. CONFIDENTIALITY:

Employees/eligible family members who utilize the counseling services are entitled to privacy. CFS will maintain a confidential relationship with all employees/eligible family members within the limitations of the law. No reports which contain any identifying information will be provided to the Company without the knowledge, approval and written consent of the employee or eligible family member. Likewise, information learned about the Company, such as salaries, personnel problems, etc., are treated in a confidential manner.

VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.38 per employee per month, based upon 70 employees, payable in advance at the beginning of each annual quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$709.80 or \$2,839.20 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

Supervisory training sessions, other than the initial session provided in section II-B 4, shall be performed at a cost of \$250.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the initial sessions provided in section II-B11, may be performed at a cost of \$250.00 per hour. Critical Incident Stress Debriefing interventions, other than the initial debriefing provided in section II-B12, shall be performed at a cost of \$250.00 per hour. However, the one debriefing included in the contract is performed up to three hours at no charge. Any additional hours of debriefing relating to the same event will be charged at a cost of \$125.00 per hour.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, without limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and income tax laws, with respect to CFS's engagement by the Company under this

agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

USE OF OUTSIDE PROVIDERS:

The only time authorization is approved by EAP Director for use of an outside provider for counseling, is when an employee's access to CFS' three locations is beyond a twenty mile radius. In the event authorization is granted for use of outside provider, the number of sessions offered may be limited. On contracts that offer "unlimited" number of sessions to their employees, CFS will not grant the use of "unlimited" sessions for outside providers. The employee must come to a CFS office location to be eligible for the "unlimited" sessions. Otherwise, the employee may be responsible for additional fees to the outside provider.

XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's legal spouse, an employee's unmarried children under the age of 19, and employee's unmarried children under the age of 22 who are full-time students, and the domestic partner of the employee. "EAP" is the Employee Assistance Program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not

be affected hereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

B. Notice

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly made if hand delivered, mailed from within the United States by certified or registered mail.

1. If to the Company in care of

Bambi McKibbon-Turner
Human Resources Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

2. If to CFS in care of

Dorla Leslie
Chief Executive Officer
The Center for Family Services
4101 Parker Avenue
West Palm Beach, Florida 33405

or to such other addresses as any other party may have designated by like notice forwarded to the other party hereto. Notices other than those dealing with a change of address shall be deemed given when mailed using United States Postal Service mail or hand delivered. Change of address notices shall be deemed given when received.

C. Application of Florida Law

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

D. Counterparts

This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Assignment

CFS may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Company. The Company may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post judgment proceedings.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written

TOWN OF LAKE PARK

By: _____

Its: _____
"the Company"

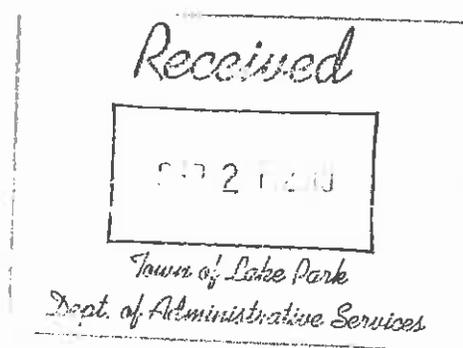
THE CENTER FOR FAMILY SERVICES OF
PALM BEACH COUNTY, INC.

Approved as to legal
form and sufficiency

By: Darla Keshy
Chief Executive Officer

"CFS"

Town Attorney



THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY,
INC.

LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this 21st day of August 2010 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

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3. Job related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Unlimited Legal/ Financial Consultations provided by CLC, Consolidated Legal Concepts
10. Elder care resource and referral per contract year

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VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.75 per employee per month, based upon 70 employees, payable in advance at the beginning of each annual quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$787.50.00 or \$3,150.00 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

Supervisory training sessions, other than the initial session provided in section II-B 4, shall be performed at a cost of \$250.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the initial sessions provided in section II-B11, may be performed at a cost of \$250.00 per hour. Critical Incident Stress Debriefing interventions, other than the initial debriefing provided in section II-B12, shall be performed at a cost of \$250.00 per hour. However, the one debriefing included in the contract is performed up to three hours at no charge. Any additional hours of debriefing relating to the same event will be charged at a cost of \$125.00 per hour.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, without limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and

income tax laws, with respect to CFS's engagement by the Company under this agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

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XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's legal spouse, an employee's unmarried children under the age of 19, and employee's unmarried children under the age of 22 who are full-time students, and the domestic partner of the employee. "EAP" is the Employee Assistance Program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and

may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post judgment proceedings.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written

TOWN OF LAKE PARK

WITNESSES

(1) Bonnie McLibba-Suman by: W. J. Davis
Its TOWN MANAGER
"the Company"

THE CENTER FOR FAMILY SERVICES OF
PALM BEACH COUNTY, INC.

(1) Myra Payne By: Darla Hesthe
Executive Director
"CFS"

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2011

Agenda Item No.

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Resolution Authorizing the Town Manager to Renew for Fiscal Year 2012 Property, Inland Marine, General Liability, Automobile, Workers' Compensation, and Crime Insurance through the Florida League of Cities/Florida Municipal Insurance Trust; Flood Insurance through Fidelity National Property Casualty Insurance Company for the Marina Primary Building; and, Storage Tank Third Party Liability Insurance through Commerce and Industry Insurance, Marina Operators Legal Liability Insurance through Travelers Insurance, and Liquor Liability Insurance through Liberty Surplus Insurance for the Lake Park Harbor Marina

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *M. Lewis* Date: *9/16/11*

Bambi McElhannon-Turner
Name/Title *HR DIRECTOR*

Date of Actual Submittal _____

| | | |
|--|---|---|
| Originating Department: Human Resources | Costs: \$ <u>266,599</u> Funding Source: Acct. # <u>Various as funded in FY 2011/12 Budget. Amc 01/11</u> | Attachments: Copy of Resolution and Gehring Group Property and Casualty and Workers' Compensation Renewal Recommendation Effective October 1, 2011 |
| Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ | <input type="checkbox"/> Grants _____ <input checked="" type="checkbox"/> Human Resources <u>amt</u> <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ | <input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____ |
| Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone <u>Yes</u> OR Not applicable in this case _____ Please initial one. |

Summary Explanation/Background:

The current carrier of the Town's property, inland marine, general liability (which includes public officials liability/employment practices liability coverage), automobile, workers' compensation, and crime insurance is Florida League of Cities/Florida Municipal Insurance Trust (FMIT). For the Fiscal Year 2012 renewal of such coverage, the Gehring Group issued a market Request for Quotes (RFQ) to several carriers. The deadline for receipt of RFQ's expired with no response from the carriers that were contacted. Gehring Group is recommending renewal of property, inland marine, general liability, automobile, workers' compensation, and crime insurance coverage through FMIT for Fiscal Year 2012.

Gehring Group is also recommending renewal of the Town's flood insurance for the Marina primary building, and storage tank third party liability, marina operators legal liability, and liquor liability insurance through its current carriers Fidelity National, Commerce and Industry Insurance, Travelers Insurance and Liberty Surplus Insurance respectively for the Lake Park Harbor Marina.

The attached Property and Casualty and Workers' Compensation Renewal Recommendation effective October 1, 2011 sets forth Gehring Group's recommendation for renewal of the above insurance coverage for a combined annual premium of \$266,599 which represents a total net premium increase to the Town of 1.6 percent over Fiscal Year 2011, or \$4,279.

RESOLUTION NO. 35-09-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO RENEW FOR FISCAL YEAR 2012 THE PROPERTY, INLAND MARINE, GENERAL LIABILITY, AUTOMOBILE, WORKERS' COMPENSATION, AND CRIME INSURANCE THROUGH THE FLORIDA LEAGUE OF CITIES/FLORIDA MUNICIPAL INSURANCE TRUST; FLOOD INSURANCE THROUGH FIDELITY NATIONAL PROPERTY CASUALTY INSURANCE COMPANY FOR THE MARINA PRIMARY BUILDING; AND, STORAGE TANK THIRD PARTY LIABILITY INSURANCE THROUGH COMMERCE AND INDUSTRY INSURANCE, MARINA OPERATORS LEGAL LIABILITY INSURANCE THROUGH TRAVELERS INSURANCE, AND LIQUOR LIABILITY INSURANCE THROUGH LIBERTY SURPLUS INSURANCE FOR THE LAKE PARK HARBOR MARINA; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to provide for property, inland marine, general liability, automobile, workers' compensation, and crime insurance; flood insurance for the Marina primary building; and, storage tank third party liability, marina operators legal liability, and liquor liability insurance coverage for the Lake Park Harbor Marina for Fiscal Year 2012; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Property and Casualty and Workers' Compensation Renewal Recommendation effective October 1, 2011 presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, for the provision of property, inland marine, general liability, automobile, workers' compensation, and crime insurance coverage through the Florida League of Cities/Florida Municipal Insurance Trust, flood insurance through Fidelity National Property Casualty Insurance Company for the Marina primary building; and, storage tank third party liability insurance through Commerce and Industry Insurance, marina operators legal liability insurance through Travelers Insurance, and liquor liability insurance through Liberty Surplus Insurance for the Lake Park Harbor Marina; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PAK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to renew for Fiscal Year 2012 for the property, inland marine, general liability, automobile, workers' compensation, and crime insurance coverage through the Florida League of Cities/Florida Municipal Insurance Trust, flood insurance through Fidelity National Property Casualty Insurance Company for the Marina primary building; and, storage tank third party liability insurance through Commerce and Industry Insurance, marina operators legal liability insurance through Travelers Insurance, and liquor liability insurance through Liberty Surplus Insurance for the Lake Park Harbor Marina as outlined in the attached **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon adoption.



EXHIBIT A

**Town of Lake Park
Property & Casualty &
Workers' Compensation
Renewal Recommendation**
Effective Date: October 1, 2011

The Gehring Group submitted a market request for quotes (RFQ) to several brokers and carriers for the Town of Lake Park's fiscal year, 2011/2012 property and casualty insurance program. The deadline for the RFQ expired with no response from the contacted brokers and carriers. The incumbent insurance carrier, Florida Municipal Insurance Trust (FMIT) administered through the Florida League of Cities, has provided a renewal proposal for the Town's property and casualty insurance program.

PROPERTY, INLAND MARINE, GENERAL LIABILITY, AUTOMOBILE

The premium for the Town's Property and Inland Marine coverage is based upon a Total Insured Value (TIV) of \$14,125,777, a slight increase over the prior year. The renewal quotation of \$83,548 represents an (8.8%) decrease from the expiring premium with a deductible of \$5,000 for All Other Perils. The Windstorm deductible remains unchanged at 5% of the Total Insured Value per building, per location, per occurrence, subject to the policy deductible or whichever is greater. Based upon property premiums paid in 2009/2010 the Town can expect to receive a minimum return of premium in the amount of \$23,711. The return of premium will be applied as a credit on the 2011/2012 second installment payment.

FMIT, as the incumbent provider for General Liability, Public Officials Liability/Employment Practices Liability, offers a renewal quote of \$47,880, an 11.3% increase versus the expiring. FMIT also provided a renewal quotation for Automobile liability and physical damage. The 2011/2012 automobile quotation is \$28,188, a decrease of (9.7%) versus the current premium of \$31,217.

WORKERS' COMPENSATION

After four consecutive years in decline, the Town's experience modification factor realized an increase from a rating of 1.19 to a rating of 1.33, for the coming fiscal year. This increase is in large part due to the claims from FY 09/10, which incurred a 218% loss ratio, being added to the overall calculation.

FMIT is the incumbent carrier for the Town's workers' compensation program and has provided a renewal quotation of \$82,951, an increase of 14% from the expiring policy. The FMIT continues to offer the Town standard credits for maintaining and enforcing a Drug Free Workplace (5%) and Safety Program (2%) in addition to their standard Incentive Credit. The Gehring Group continues to work with staff to review trends, audit claims for accuracy, conduct safety programs and establish programs which over time will help to decrease the experience medication factor to an acceptable level.

CRIME

Coverage with the FMIT includes an honesty blanket bond with a limit of \$50,000. This bond protects the Town from employee dishonesty. The Town also has theft, disappearance and destruction coverage with a limit of \$10,000. These coverages' are included in the Property Coverage offered by the FMIT. In addition, the Town has a position schedule bond for the Finance Director and Town Manager with a limit of \$100,000 each.

FLOOD

Flood coverage is purchased through Fidelity National, separate from the FMIT package. The flood policy covers the primary building at the marina which holds offices and the ship store. The policy renewal was higher than last year with an increase of 11.9%.

STORAGE TANK 3RD PARTY LIABILITY

Storage Tank 3rd Party Liability coverage for the Town of Lake Park is placed with Commerce and Industry Insurance who has provided a renewal premium of \$1,280, a 3.2% increase over the current premium of \$1,172.

MARINA OPERATORS LEGAL LIABILITY

The Town of Lake Park Marina is covered for Marina Operators Legal Liability through Travelers Insurance. The renewal premium for that policy is \$6,358, a 3.6% reduction from the expiring premium of \$6,597.

LIQUOR LIABILITY

The Town maintains a Liquor Liability Insurance policy written by Liberty Surplus Insurance. The renewal premium for the 2011/2012 fiscal year is \$693, which reflects an increase of 0.2% versus the 2010/2011 fiscal year premium of \$692.

SUMMARY

The Gehring Group recommends the Town of Lake Park place its Property, Inland Marine, General Liability, Automobile, Workers' Compensation and Crime coverage's with the FMIT, Flood with Fidelity, Storage Tank 3rd Party Liability with Commerce & Industry, Marina Operators Liability with Travelers and Liquor Liability with Liberty Surplus for a combined premium of \$266,599. This recommendation represents total net premium increase to the Town of 1.6% or \$4,279.

**TOWN OF LAKE PARK
PROPERTY & CASUALTY RENEWAL EVALUATION
2011 - 2012 PLAN YEAR**



Current

Proposed

| All Lines - Property & Casualty 2010-2011 | | | | | | All Lines - Property & Casualty 2011-2012 | | | | | |
|--|---|------------|------------------------|------------|-----------|--|------------------|---------|---|--|--|
| Coverage Type | Carrier | Deductible | Liability Limits | Premium | % | Deductible | Liability Limits | Premium | % | | |
| Property, Inland Marine & Equipment Breakdown | FMIT | \$ 5,000 | \$ 14,097,723 | \$ 91,612 | \$ 5,000 | \$ 14,125,777 | \$ 83,548 | -8.8% | | | |
| Crime Coverage | FMIT | \$ 1,000 | \$ 10,000 | Included | \$ 1,000 | \$ 10,000 | Included | | | | |
| Theft of Money & Securities: Inside | | \$ 1,000 | \$ 10,000 | Included | \$ 1,000 | \$ 10,000 | Included | | | | |
| Theft of Money & Securities: Outside | | \$ 1,000 | \$ 10,000 | Included | \$ 1,000 | \$ 10,000 | Included | | | | |
| Position Schedule Bonds* | FMIT | \$ 1,000 | \$ 200,000 | \$ 660 | \$ 1,000 | \$ 200,000 | \$ 663 | 0.5% | | | |
| General Liability | FMIT | \$ 25,000 | \$ 2,000,000 | \$ 24,809 | \$ 25,000 | \$ 2,000,000 | \$ 26,785 | 8.0% | | | |
| Stop Loss Deductible | | \$ 75,000 | | | \$ 75,000 | | | | | | |
| Public Official Liability & Employment Practices Liability | FMIT | \$ 25,000 | \$ 2,000,000 | \$ 18,178 | \$ 25,000 | \$ 2,000,000 | \$ 21,095 | 16.0% | | | |
| Auto Liability | FMIT | \$ 25,000 | \$ 2,000,000 | \$ 26,026 | \$ 25,000 | \$ 2,000,000 | \$ 22,834 | -12.3% | | | |
| Stop Loss Deductible | | \$ 75,000 | | | \$ 75,000 | | | | | | |
| Personal Injury Protection | | N/A | \$ 10,000 | Included | N/A | \$ 10,000 | Included | | | | |
| Medical Payments | | N/A | \$ 5,000 | Included | N/A | \$ 5,000 | Included | | | | |
| Uninsured Motorists | | N/A | \$ 20,000 | Included | N/A | \$ 20,000 | Included | | | | |
| Physical Damage Comprehensive Coverage | | N/A | Per Schedule | \$ 5,191 | N/A | Per Schedule | \$ 5,354 | 3.1% | | | |
| Physical Damage Collision Coverage | | N/A | Per Schedule | Included | N/A | Per Schedule | Included | | | | |
| Workers' Compensation | FMIT | \$ - | \$ 2,857,808 | \$ 72,792 | \$ - | \$ 2,619,345 | \$ 82,951 | 14.0% | | | |
| Experience Modification Factor | | 1.19 | | | 1.33 | | | | | | |
| Flood | Fidelity National Commerce & Industry Insurance | \$ 1,000 | \$ 500,000 | \$ 2,662 | \$ 1,000 | \$ 500,000 | \$ 2,980 | 11.9% | | | |
| Storage Tank 3rd Party Liability | Travelers | \$ 25,000 | \$ 1,000,000 Aggregate | \$ 1,172 | \$ 25,000 | \$ 2,000,000 Aggregate | \$ 1,210 | 3.2% | | | |
| Martha Operators Legal Liability | Liberty Surplus Insurance | \$ 5,000 | \$ 1,000,000 | \$ 6,597 | \$ 5,000 | \$ 1,000,000 | \$ 6,358 | -3.6% | | | |
| Liquor Liability (Lake Park Harbor Marina) | | \$ - | \$ 1,000,000 | \$ 692 | \$ - | \$ 1,000,000 | \$ 693 | 0.2% | | | |
| Total Annual Premium: | | | | \$ 250,390 | | | \$ 254,471 | | | | |
| Gehring Group Service Fee: | | | | \$ 11,930 | | | \$ 12,128 | | | | |
| Total Net Premium: | | | | \$ 262,321 | | | \$ 266,599 | | | | |
| % Increase/Decrease | | | | N/A | | | \$ 4,279 | 1.6% | | | |

*Position Schedule Bonds are in effect for the Town Manager and Finance Director positions.
Return of Premium Credit: Based on property premiums paid in 2009-2010 the Town of Lake Park can expect a minimum of \$23,711 in Return of Premium credit should they elect to renew coverage's for FY 11/12.