

RESOLUTION NO. 32-08-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE THE RENEWAL APPLICATION FOR BLUE CROSS BLUE SHIELD OF FLORIDA FOR EMPLOYEE HEALTH INSURANCE COVERAGE, A RENEWAL APPLICATION FOR LINCOLN FINANCIAL GROUP FOR RENEWAL OF EMPLOYEE DENTAL INSURANCE, LIFE INSURANCE, SHORT TERM DISABILITY, LONG TERM DISABILITY, FOR HUMANA/VISIONCARE FOR VISION INSURANCE, AND A CONTRACT WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY INC. FOR AN EMPLOYEE ASSISTANCE PROGRAM; 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 health insurance coverage, dental insurance, life insurance coverage, short term disability, long term disability, vision insurance, and an employee assistance program for Fiscal Year 2010; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Employee Benefits Insurance Analysis and Recommendation effective October 1, 2009 presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, for the provision of health insurance coverage for Fiscal Year 2010; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park and its employees to execute the renewal application for Blue Cross Blue Shield pursuant to the negotiated renewal as outlined in the analysis, a renewal application with Lincoln Financial for renewal of the dental insurance, life insurance, short term disability, long term disability for Fiscal Year 2010, a renewal application with Humana/VisionCare for vision insurance, and a contract with the Center for Family Services of Palm Beach County, Inc. for an employee assistance program. A copy of the Center for Family Services of Palm Beach County Inc. contract for an employee assistance program 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 2010.

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 execute the renewal application for Blue Cross Blue Shield for Fiscal Year 2010 pursuant to the negotiated renewal as outlined in the Employee Benefits Insurance Analysis and Recommendation presented by Gehring Group (attached hereto as **Exhibit "A"**).

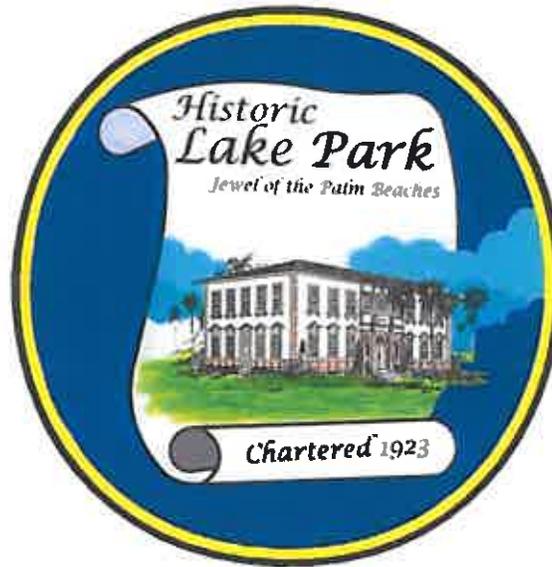
Section 3. The Town Commission hereby authorizes and directs the Town Manager to execute the renewal application for Lincoln Financial for renewal of the dental insurance, life insurance, short term disability and long term disability insurance for Fiscal Year 2010.

Section 4. The Town commission hereby authorizes and directs the Town Manager to execute the renewal application for Humana/VisionCare for renewal of the vision insurance for Fiscal Year 2010.

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 employee assistance program for Fiscal Year 2010.

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

Town of Lake Park



Employee Benefits

Insurance Analysis and Recommendation

Effective Date: October 1, 2009

Presented by:

GEHRING GROUP
PROFESSIONAL SERVICES

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SECTION 1

Health 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 City's current health insurance carrier, BlueCross BlueShield of Florida in order to maintain the current benefit structure while reducing the overall renewal impact on a fiscal basis.

Although the Town has made several plan design changes over the past few years, the Town still maintains a competitive health insurance plan throughout the County. Initially BlueCross BlueShield of Florida provided an overall renewal increase to the Town at a 15.5% increase in current premiums. After subsequent negotiations the Gehring Group was able to negotiate the renewal to a 9.8% increase. This negotiation resulted in a savings of approximately \$20,211.

In addition to renewing the current plan with no benefit changes, the Gehring Group continues to analyze alternate plan designs to determine if greater savings may exist by offering an HMO plan, High Deductible plan, or a combination of plans. If the Town were to add an additional plan alongside its current medical plan, BlueCross BlueShield would apply a risk factor rating, increasing the renewal up to and additional 4% greater than the 9.8% proposed. At this time the savings associated with offering a high deductible plan are not substantial enough for the Town to be able to offer a health savings account to offset the high deductible(s).

Upon review of the negotiated premiums and benefits associated with the proposed alternatives, the Gehring Group along with Town staff have determined that the most viable option for the Town at this time is to renew its health insurance coverage with BlueCross BlueShield of Florida with no changes in the schedule of benefits at an overall

premium increase of 9.8%. The fiscal impact is an increase of approximately \$43,513 effective October 1, 2009 through September 30, 2010.

Dental Insurance Evaluation

The current dental program is an employer-sponsored program offered through Lincoln Financial (formerly Jefferson Pilot Financial) and consists of a single option PPO dental plan.

Upon review of the plan claims paid for the current year, Lincoln Financial offered a rate pass for the upcoming plan year. Upon review of the renewal evaluation with Town staff, it is recommended that the Town renew its dental insurance program with Lincoln Financial and maintain the current dental plan for the upcoming 2009/2010 plan year.

Life Insurance Evaluation

The Town of Lake Park currently offers all employees one times their annual salary to a maximum of \$50,000 of basic life and accidental death and dismemberment insurance. Employees are able to purchase an additional benefit up to \$250,000.

This benefit is currently being provided by Lincoln Financial. Upon review of the plan claims paid for the current year, Lincoln Financial offered a rate pass for the upcoming plan year as well as a two-year rate guarantee through 2011. It is recommended that the Town renew its life insurance program with Lincoln Financial and maintain the current basic life and accidental death and dismemberment insurance for the upcoming 2009/2010 plan year.

Short Term & Long Term Disability Insurance Evaluation

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

In 2007 rates for the long term disability plan were guaranteed through September 30, 2009. As a result of the long term disability rate guarantee claims are exceeding premium paid by 190% with three employees currently receiving disability claims or 6% of the employee population. As a result of this loss ratio Lincoln Financial has proposed a 15% increase in premium, which represents \$1,504 annually. The short term disability plan's loss ratio 95% of premium paid towards claims. As a result of this loss ratio Lincoln Financial has proposed a 5.9% increase in premium, which represents \$1,245 annually. Considering that the short term and long term disability benefits are associated with dental and life insurance offerings as well as the enhanced plan benefits, it is the recommendation of the Gehring Group that the Town renew its short and long term disability insurance October 1, 2009 with Lincoln Financial at the requested \$2,749 annual increase.

Vision Insurance Evaluation

The Town of Lake Park currently offers employees and their dependents vision insurance through Humana / VisionCare. The current rates for the vision plan will remain unchanged for an additional two year period until September 30, 2011. The Gehring Group was able to negotiate with Humana / VisionCare to extend the rates at no increase. The Gehring Group recommends that the Town continue its vision insurance with Humana / VisionCare effective October 1, 2009.

Town of Lake Park
Employee Benefits Cost Summary - October 1, 2009



COVERAGE		CURRENT	RENEWAL
HEALTH		BlueCross BlueShield of Florida	
BlueOptions PPO		BlueCross BlueShield of Florida	
		Total	Total
Employee	35	\$492.94	\$541.32
EE+Spouse	8	\$1,020.38	\$1,120.53
EE+Chld(ren)	4	\$926.73	\$1,017.63
EE+Family	5	\$1,565.08	\$1,718.68
MONTHLY PREMIUM		\$36,948.26	\$40,574.36
ANNUAL PREMIUM		\$443,379.12	\$486,892.32
\$ INCREASE		N/A	\$43,513.20
% INCREASE		N/A	9.8%
DENTAL		Lincoln Financial Group	
PPO Program		Lincoln Financial Group	
		Total	Total
Employee	37	\$35.88	\$35.88
EE+Family	20	\$103.08	\$103.08
MONTHLY COST		\$3,389.16	\$3,389.16
ANNUAL COST		\$40,669.92	\$40,669.92
\$ INCREASE		N/A	\$0.00
% INCREASE		N/A	0.0%
LIFE		Lincoln Financial Group	
		Total	Total
Life Rate		\$0.29	\$0.29
AD&D Rate		\$0.04	\$0.040
Total Life and AD&D		\$0.33	\$0.330
Life Volume		\$2,357,500	\$2,357,500
MONTHLY PREMIUM		\$777.98	\$777.98
ANNUAL PREMIUM		\$9,335.70	\$9,335.70
\$ INCREASE		N/A	\$0.00
% INCREASE		N/A	0.0%
LONG TERM DISABILITY		Lincoln Financial Group	
		Total	Total
LTD Rate		\$0.40	\$0.46
LTD Volume		\$208,833	\$208,833
MONTHLY PREMIUM		\$835.33	\$960.63
ANNUAL PREMIUM		\$10,023.98	\$11,527.58
\$ INCREASE		N/A	\$1,503.60
% INCREASE		N/A	15.0%
SHORT TERM DISABILITY		Lincoln Financial Group	
		Total	Total
STD Rate		\$0.51	\$0.54
STD Volume		\$34,588	\$34,588
MONTHLY PREMIUM		\$1,763.99	\$1,867.75
ANNUAL PREMIUM		\$21,167.86	\$22,413.02
\$ INCREASE		N/A	\$1,245.17
% INCREASE		N/A	5.9%
SUMMARY		Total	
TOTAL ANNUAL PREMIUM		\$524,576.68	\$570,838.65
\$ INCREASE		N/A	\$46,261.97
% INCREASE		N/A	8.8%

SECTION 2

Health Insurance Proposal Analysis

SCHEDULE OF BENEFITS	CURRENT		INITIAL RENEWAL		NEGOTIATED RENEWAL	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Plan Basics	BlueCross BlueShield of Florida BlueOptions PPO Plan 1667 (SG)		BlueCross BlueShield of Florida BlueOptions PPO Plan 1667 (SG)		BlueCross BlueShield of Florida BlueOptions PPO Plan 1667 (SG)	
Lifetime Maximum	\$5 million		\$5 million		\$5 million	
Calendar Year Deductible	No Deductible	\$500	No Deductible	\$500	No Deductible	\$500
Single	No Deductible	\$1,500	No Deductible	\$1,500	No Deductible	\$1,500
Family						
Out of Pocket CYM						
Single	\$2,500	40%	\$2,500	40%	\$2,500	40%
Family	\$5,000		\$5,000		\$5,000	
Coinsurance	20%		20%		20%	
Physician Services						
Primary Care Physician	\$15	\$30	\$15	\$30	\$15	\$30
Specialist	\$30	\$45	\$30	\$45	\$30	\$45
Pre-Natal	\$15 / \$30	\$30 / \$45	\$15 / \$30	\$30 / \$45	\$15 / \$30	\$30 / \$45
Physical Exam Benefit	\$250 CYM	Not Covered	\$250 CYM	Not Covered	\$250 CYM	Not Covered
Chiropractic Services	\$30	40%	\$30	40%	\$30	40%
Laboratory Services	No Charge	40%	No Charge	40%	No Charge	40%
Diagnostics / Surgical Center	\$100	40%	\$100	40%	\$100	40%
Hospital Services						
Inpatient Hospital	Tier 1 / Tier 2 \$600 / \$900	\$1,200	Tier 1 / Tier 2 \$600 / \$900	\$1,200	Tier 1 / Tier 2 \$600 / \$900	\$1,200
Outpatient Hospital	\$200 / \$300	\$400	\$200 / \$300	\$400	\$200 / \$300	\$400
Emergency Room	\$100	\$200	\$100	\$200	\$100	\$200
Physician Services	No Charge	40%	No Charge	40%	No Charge	40%
Outpatient Therapy	20%	40%	20%	40%	20%	40%
Mental and Nervous Services						
Inpatient Hospital	30 days CYM; 20 visits CYM \$600 / \$900	40%	30 days CYM; 20 visits CYM \$600 / \$900	40%	30 days CYM; 20 visits CYM \$600 / \$900	40%
Outpatient Services	\$30	40%	\$30	40%	\$30	40%
Substance Abuse Services						
Inpatient Hospital	30 days CYM; 20 visits CYM (Detox Only) \$600 / \$900	40%	30 days CYM; 20 visits CYM (Detox Only) \$600 / \$900	40%	30 days CYM; 20 visits CYM (Detox Only) \$600 / \$900	40%
Outpatient Hospital	\$30	40%	\$30	40%	\$30	40%
Pharmacy Plan						
Generic	\$15		\$15		\$15	
Preferred Brand	\$30		\$30		\$30	
Non Preferred Brand	\$50		\$50		\$50	
Mail Order Copay	2x		2x		2x	
Employee	35	\$492.94	\$569.35	\$541.32	\$541.32	\$541.32
Employee + Spouse	8	\$1,020.38	\$1,178.54	\$1,120.53	\$1,120.53	\$1,120.53
Employee + Child(ren)	4	\$926.73	\$1,070.37	\$1,017.63	\$1,017.63	\$1,017.63
Family	5	\$1,565.08	\$1,807.67	\$1,718.68	\$1,718.68	\$1,718.68
Monthly Premium		\$36,948.26	\$42,675.24	\$40,574.36	\$40,574.36	\$40,574.36
Annual Premium		\$443,379.12	\$512,102.68	\$486,892.32	\$486,892.32	\$486,892.32
\$ Increase Page 7		N/A	\$68,723.76	\$43,513.20	\$43,513.20	\$43,513.20
% Increase		N/A	15.5%	9.8%	9.8%	9.8%

SECTION 3

Dental Insurance Proposal Analysis

**Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2009**



SCHEDULE OF BENEFITS	CURRENT		RENEWAL	
	LINCOLN FINANCIAL GROUP DentalGuard Select		LINCOLN FINANCIAL GROUP DentalGuard Select	
<u>Plan Basics</u>	<i>In Network</i>	<i>Non Network</i>	<i>In Network</i>	<i>Non 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
<u>Benefits</u>				
Preventative	100%	100%	100%	100%
Basic	95%	80%	95%	80%
Major	50%	50%	50%	50%
Orthodontia	50%	50%	50%	50%
<u>Service Information</u>				
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 9/30/2009		12 months	
Employee	37	\$35.88	\$35.88	
Employee + Family	20	\$103.08	\$103.08	
Monthly Premium		\$3,389.16	\$3,389.16	
Annual Premium		\$40,669.92	\$40,669.92	
\$ Increase		N/A	\$0.00	
% Increase		N/A	0.0%	

SECTION 4

Life & Disability Insurance Proposal Analysis

Town of Lake Park
Basic Life Insurance Renewal Evaluation
Effective Date: October 1, 2009



CURRENT

RENEWAL

	LINCOLN FINANCIAL GROUP	LINCOLN FINANCIAL GROUP
Core Benefit Class 1 - All eligible employees	1x annual salary to a maximum of \$50,000	1x annual salary to a maximum of \$50,000
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
Rate Guarantee Period	Expires 9/30/09	24 months
Basic Term Life Rate / \$1,000	\$0.29	\$0.29
AD&D Rate / \$1,000	\$0.040	\$0.040
Total Rate / \$1,000	\$0.330	\$0.330
Estimated Volume	\$2,357,500	\$2,357,500
Monthly Premium	\$777.98	\$777.98
Annual Premium	\$9,335.70	\$9,335.70
\$ Increase / Decrease	N/A	\$0.00
% Increase / Decrease	N/A	0.0%

**Town of Lake Park
Supplemental Life Insurance Renewal Evaluation
Effective Date: October 1, 2009**



CURRENT

RENEWAL

	Jefferson Pilot Financial	Jefferson Pilot Financial
Core Benefit		
All Eligible Employees	\$10,000 to \$250,000 \$10,000 Increments	\$10,000 to \$250,000 \$10,000 Increments
All Eligible Spouses	\$50,000 to \$100,000 \$5,000 Increments, cannot exceed 50% of primary benefit	\$50,000 to \$100,000 \$5,000 Increments, cannot exceed 50% of primary benefit
All Eligible Child(ren)	\$10,000	\$10,000
Features		
Guarantee Issue Amount Employee	\$50,000	\$50,000
Guarantee Issue Amount Spouse/Child(ren)	\$10,000	\$10,000
Waiver of Premium	Included	Included
Conversion Privilege	Included	Included
Age Reduction Schedule	Age 65 - Benefit reduces by 35% Age 70 - Benefit reduces by 60% Age 75 - Benefit reduces by 75% Age 80 - Coverage Terminates	Age 65 - Benefit reduces by 35% Age 70 - Benefit reduces by 60% Age 75 - Benefit reduces by 75% Age 80 - Coverage Terminates
Required Enrollment	25% of eligible members	25% of eligible members
Rate Guarantee Period	thru 10/1/2009	24 months
Under Age 30	\$0.11	\$0.11
Age 30 - 34	\$0.12	\$0.12
Age 35 - 39	\$0.17	\$0.17
Age 40 - 44	\$0.28	\$0.28
Age 45 - 49	\$0.46	\$0.46
Age 50 - 54	\$0.69	\$0.69
Age 55 - 59	\$1.03	\$1.03
Age 60 - 64	\$1.71	\$1.71
Age 65 - 69	\$3.08	\$3.08
Age 70 - 74	\$4.36	\$4.36
Age 75 and Above	\$9.41	\$9.41
Dependent Rate / Unit	\$2.00	\$2.00

Town of Lake Park
Short & Long Term Disability Insurance Evaluation
Effective Date: October 1, 2009



	CURRENT Jefferson Pilot / Lincoln National	RENEWAL Jefferson Pilot / Lincoln National
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 10/1/2009	thru 10/1/2010
STD Rate / \$10	\$0.51	\$0.54
Estimated Volume	\$34,588	\$34,588
Monthly Premium	\$1,763.99	\$1,867.75
Annual Premium	\$21,167.86	\$22,413.02
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 10/1/2009	thru 10/1/2011
LTD Rate / \$100	\$0.40	\$0.46
Estimated Volume	\$208,333	\$208,333
Monthly Premium	\$833.33	\$958.33
Annual Premium	\$9,999.98	\$11,499.98
Total Monthly Premium	\$2,597.32	\$2,826.08
Total Annual Premium	\$31,167.84	\$33,913.01
Total \$ Increase	N/A	\$2,745.17
Total % Increase	N/A	8.8%



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

LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this 21st day of August 2009 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, 2009 and ending September 30, 2010, 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

Life Enrichment EAP is a program of The Center for Family Services of Palm Beach County

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:

\$3.75 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.

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, 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 Resource Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

2. If to CFS in care of

Dorla Leslie
Executive Director
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.

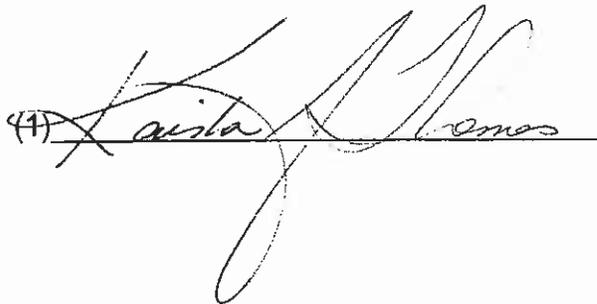
IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written

TOWN OF LAKE PARK

WITNESSES:

(1) _____ by: _____
Its _____
"the Company"

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

(1)  _____

By:  _____
Executive Director

"CFS"

The foregoing Resolution was offered by Vice-Mayor Carey who moved its adoption. The motion was seconded by Commissioner Rumsey and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>/</u>	—
VICE-MAYOR JEFF CAREY	<u>/</u>	—
COMMISSIONER ED DALY	<u>/</u>	—
COMMISSIONER PATRICIA OSTERMAN	<u>/</u>	—
COMMISSIONER KENDALL RUMSEY	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 32-08-09 duly passed and adopted this 19 day of August, 2009.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois
DESCA DUBOIS
MAYOR

ATTEST:

Vivian M. Lemley
VIVIAN M. LEMLEY
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY