

RESOLUTION NO. 10-01-19

RESOLUTION AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE THE TUITION REIMBURSEMENT EMPLOYMENT AGREEMENT WITH TOWN EMPLOYEE BRITTANY FREEMAN; 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 of Lake Park provides its employees with the opportunity to obtain reimbursement for some or all of their tuition expenses in accordance with Town policy provided that the coursework is taken at an accredited educational institution and that the coursework is related to the employee’s job function, and that the employee agrees in writing to remain in the Town’s employment for two years (24 months) following completion of the last reimbursed course; and

WHEREAS, the Town Commission has appropriated adequate funds to provide for college tuition reimbursement for Town employee Brittany Freeman.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, 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 tuition reimbursement employment agreement with Town employee Brittany Freeman, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

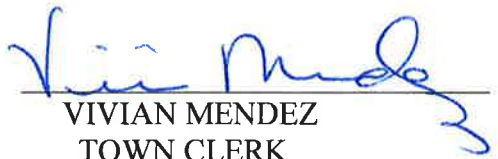
	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> — </u>
COMMISSIONER ANNE LYNCH	<u> / </u>	<u> — </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution 10-01-19 duly passed and adopted this 16 day of January, 2019.

TOWN OF LAKE PARK, FLORIDA

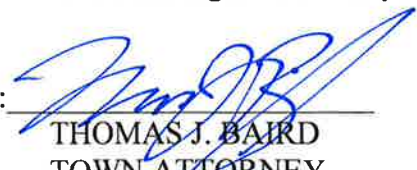
BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into by and between the Town of Lake Park, Florida, a municipal corporation (hereinafter referred to as the "Town") and Brittany Freeman (hereinafter referred to as the "Employee") dated this 16 day of January, 2019.

WHEREAS, the Employee is employed by the Town in the Special Events Department as the Recreation Supervisor; and

WHEREAS, the Employee has enrolled in a course of study to obtain her Master of Science Degree in Parks and Recreation Management through Northern Arizona University; and

WHEREAS, pursuant to the Town of Lake Park Administrative Policy #17-002 (Revised), (hereinafter referred to as the "Administrative Policy") the Town has agreed to reimburse employees for some of all of their tuition expenses.

NOW THEREFORE, the parties agree as follows:

Section 1. The Whereas clauses are incorporated herein.

Section 2. The Employee's reimbursement shall be subject to meeting the following conditions.

1. The Employee shall submit sufficient information as determined by Town to demonstrate that the educational expenses were incurred from Northern Arizona University, an accredited educational institution and that the coursework is in a field that is related to Employee's current job function; and
2. The Employee shall remain in the Town's employment for two years (24 months) following the completion of the last reimbursed course; and
3. In the event that the employee does not remain in the Town's employment for two years following the completion of any class, the employee hereby agrees to repay the total of any and all funds that have been paid within the last 24 months; and
4. The Employee hereby agrees to: (a) make all tuition payments in advance for all classes for which she is seeking reimbursement; (b) submit proof of the payment of same; and (c) submit documentation to the Town of the grades received for each class for which she seeks reimbursement.

Section 3. The Employee's reimbursement shall be based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement

Grade C or equivalent	50 percent reimbursement
Below C.....	No reimbursement

The Town shall have no obligation to reimburse the Employee for classes which are not required for obtaining a Master of Science Degree in Parks and Recreation Management from Northern Arizona University.

Section 4. Binding Agreement. This Agreement, when duly executed by the parties shall be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 6. Venue. Any action or proceeding of any kind arising out of or related to this Agreement shall be brought in the appropriate State or Federal Court for Palm Beach County, Florida. The parties hereto consent to service, jurisdiction, and venue in the courts of Palm Beach County, Florida, for any litigation arising from this Agreement and waive any other venue to which any of them might be entitled.

Section 7. Headings/Interpretation. The word or phrase appearing at the commencement of sections or subsections are included only as a guide to the contents thereof and are not to be construed as controlling, enlarging or restricting the language or meaning of the text.

Section 8. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any entity or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 9. Construction. This Agreement shall not be construed more strictly against one party than against any other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

Section 10. Attorneys' Fees. If any litigation is instituted for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred, including reasonable attorneys' fees and expenses and court costs at the pretrial level, the trial level, and in connection with all appellate and bankruptcy proceedings. Fees for paralegals and other legal support personnel shall be a recoverable expense in accordance with the preceding sentence.

Section 11. Waiver of Jury Trial. THE PARTIES HERETO WAIVE ANY RIGHTS ANY OF THEM MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND AGREE THAT THEY SHALL NOT ELECT A TRIAL BY JURY. THE PARTIES HERETO HAVE SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

This AGREEMENT shall become effective immediately upon execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

EMPLOYEE

Janet R. Miller
Print Name: Janet R. Miller

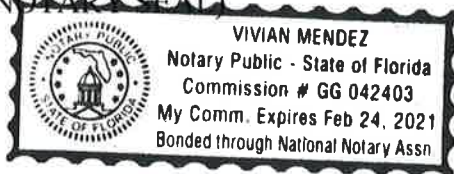
Brittany Freeman
Print Name: Brittany Freeman

Shoquicia Edwards
Print Name: Shoquicia Edwards

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 22 day of January, 2019 by Brittany Freeman. She is personally known to me or has produced a driver's license as identification.


(NOTARY SEAL)

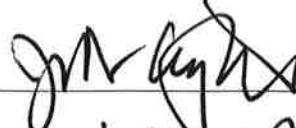


Viv Menendez
Notary Public
My Commission Expires: GG042403
Feb 24, 2021

ATTEST:

TOWN OF LAKE PARK, FLORIDA

By: 
Vivian Mendez, Town Clerk
(TOWN SEAL)

By: 

Date: 1-17-19

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney