

RESOLUTION NO. 88-10-19

RESOLUTION AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE THE AMENDED TUITION REIMBURSEMENT EMPLOYMENT AGREEMENT WITH TOWN EMPLOYEE ANDERS VIANE; 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 of the Town of Lake Park has directed that adequate funds be allocated for such tuition reimbursements in Fiscal Year 2020.

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 Anders Viane, 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-Mayer Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Flaherty, and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>✓</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	___
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	___
COMMISSIONER JOHN LINDEN	<u>✓</u>	___
COMMISSIONER ROGER MICHAUD	<u>✓</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 88-10-19 duly passed and adopted this 30th day of October, 2019.

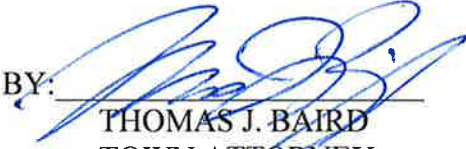
TOWN OF LAKE PARK, FLORIDA

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 Anders Viane (hereinafter referred to as the "Employee") dated this 30th day of October, 2019.

WHEREAS, the Employee is employed by the Town in the Community Development Department as a Planner; and

WHEREAS, the Employee has enrolled in a course of study to obtain his Master of Urban and Regional Planning through Florida Atlantic University's School of Urban and Regional Planning; and

WHEREAS, pursuant to the Handbook of Procedures and Policies for Employees of the Town of Lake Park (hereinafter referred to as the "Employee Handbook") 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 Florida Atlantic University ("FAU"), 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 Urban and Regional Planning from FAU.

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.

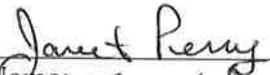
This AGREEMENT shall become effective immediately upon execution.

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:


Print Name: Nodia Di Bmnaeso

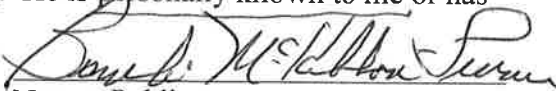
Anders Viane
Print Name: Anders Viane

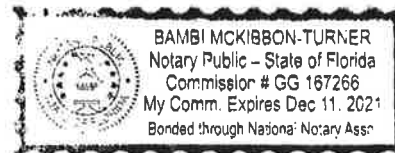

Print Name: Janet Perry

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4th day of November, 2019 by Anders Viane. He is personally known to me or has produced a driver's license as identification.

(NOTARY SEAL)


Notary Public
My Commission Expires: _____



ATTEST:

TOWN OF LAKE PARK, FLORIDA

By: *Shayanta Edwards*
FOR Vivian Mendez, Town Clerk
(TOWN SEAL)

By: *J. N. [Signature]*
Date: *11/4/19*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *[Signature]*
Thomas J. Baird, Town Attorney

