

AGREEMENT

THIS Agreement is entered into this the 10th day of October, 2016, between the Board of Mayor and Aldermen of the City of Vicksburg (hereinafter known as City) and Officer Russell Sumrall (hereinafter known as Employee) for the purposes of the City paying tuition cost for Employee to receive certification and training as a Level III Accident Reconstructionist. Said course is to be taught at the Mississippi Law Enforcement Officer Training Academy in Pearl, Mississippi and the obligations of each party hereunder are set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, City agrees to pay the full cost of tuition of \$600.00 for Employee to receive certification and training as a Level III Accident Reconstructionist to be taught at the Mississippi Law Enforcement Academy in Pearl, Mississippi from October 17, 2016 through October 27, 2016.

I. TERMS OF AGREEMENT:

1. Upon receipt of certification and training, the employee shall obligate himself for employment with the City of Vicksburg Police Department as a Level III Accident Reconstructionist for two (2) years from the date of the completion of the course\training as a Level III Accident Reconstructionist taught at the Mississippi Law Enforcement Academy in Pearl, Mississippi.
2. Employee shall maintain the required certifications, as a police officer and a Certified Level III Accident Reconstructionist and remain employed with the City of Vicksburg for two (2) years, or he must reimburse the City for the full amount of the tuition paid for this training.
3. Employee shall reimburse the City of Vicksburg for all monies paid for Employee becoming a Certified Level III Accident Reconstructionist for the above course\training under the conditions set forth above and below:
 - a. If the Employee remains an employee of the City of Vicksburg but fails to complete the terms and conditions of this agreement, i.e. does not maintain certifications; or
 - b. If the employment relationship is severed prior to the completion of the required two (2) years employment either before or after the completion of the course\training.
 - c. Repayment of the Tuition shall be as follows:
 - i. If the employee remains an employee of the City of Vicksburg, he may repay the amount due in full or he may repay monies owed within one (1) year in equal monthly installments.
 - ii. If the employee is no longer employed by the City of Vicksburg, the amount due and owing must be repaid in full at the end of the employment relationship or a payment

agreement may be entered into upon approval by the employee and the City.

4. Attached hereto as Exhibit "A" is a copy of the Notice signed by the Employee.

II. EXECUTION OF THIS AGREEMENT:

Upon execution of this Agreement by the Employee and the Board of Mayor and Aldermen of the City of Vicksburg, the City shall pay to the Mississippi Law Enforcement Academy in Pearl, Mississippi tuition fees in the amount of \$600.00 on behalf of the Employee. This is the current amount being assessed. However, should the amount increase; the amount of money owed to the City, should the money have to be repaid, will be the amount of money actually paid by the City to the Mississippi Law Enforcement Academy in Pearl, Mississippi for Employee's training as a Certified Level III Accident Reconstructionist.

III. COMPENSATION:

The Employee will not be entitled to any additional compensation for the satisfactory completion of the course\training, save and except, what is so stated within its employment guidelines or the scope of this agreement. The Employee will not be entitled to any additional benefits, save and except, those benefits that the Employee currently receives as an employee of the City of Vicksburg. In short, the Employee will not be entitled to additional benefits such as travel or overtime.

IV. ENFORCEABILITY:

This Agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and governed in accordance with the laws of the State of Mississippi. In short, in case of lawsuit or any other action regarding this Agreement, jurisdiction shall be in the County of Warren in the State of Mississippi.

V. SEVERANCE OF EMPLOYMENT RELATIONSHIP:

The Employee or the City may choose to end his employment relationship at any time pursuant to City Policy and/or Civil Service Rules and Regulations. However, if the employment relationship is severed prior to the completion of the two (2) years of employment, whether voluntary or involuntary, the Employee shall reimburse the City of Vicksburg for the full amount of the cost of the course\training pursuant to section I-3 (b) and II.

VI. CAPTIONS:

Captions to and headings of the Paragraphs and Sections of this Agreement are solely for the convenience of the parties and not a part of this Agreement and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

VII. AMENDMENTS:

This Agreement represents the entire agreement of the parties and supersedes any and all prior understandings and agreements, written or oral, between the parties. This Agreement and any of its terms, conditions and provisions, may be modified, amended, deleted and supplemented only by mutual agreement in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the Employee has absolutely executed this Agreement on this the 10th day of October 2016.

MAYOR OF CITY OF VICKSBURG:

GEORGE FLAGGS, MAYOR

EMPLOYEE:



RUSSELL SUMRALL, EMPLOYEE

September 29, 2016

To: All Police Department Employees
From: Deputy Chief Bobby Stewart
RE: Accident Reconstructionist Training (Level Two)

The Vicksburg Police Department will require officers interested in becoming an Accident Reconstructionist to complete the Accident Reconstructionist training. To be eligible for this course\training, the officer must meet the following criteria:

1. Must have been employed with the Vicksburg Police Department for at least two (2) years.
2. Must be interviewed by the Chief and Deputy Chief.
3. A review of the employee's personnel will be conducted by the Chief, Deputy Chief and Captain of Patrol Operations.

Employees who are interested in the Accident Reconstructionist course must submit their request to Deputy Chief Bobby Stewart on or before October 4, 2016. The employee will be notified by Deputy Chief Bobby Stewart of his\her selection.

TERMS

Once the Employee has been selected for the course\training, he\she:

- I. Must maintain required law enforcement certification to remain employed.
- II. Must work with VPD for two (2) years after certification.
- III. Must maintain certification as an Accident Reconstructionst for two (2) years.

.If the student fails to satisfy any of the terms and conditions set forth below, he/she will be required to repay to the City of Vicksburg the cost for tuition and materials paid. The terms of this Notice will be attached as Exhibit "A" to any agreement that must be signed by the employee.

If repayment is required by the employee, said payments shall be made by employee within two (2) years, if employee remains employed with the City of Vicksburg. If Employee is no longer employed by the City of Vicksburg, the repayment must be paid in full at the end of the employment relationship or a payment agreement entered into by the Employee and the City.

Any employee approved for Accident Reconstructionist Training (Level Three) of study must sign an agreement with the City as to the above stated terms prior to payment of fees by the City of Vicksburg.

By signing below, I have read and understand the terms and guidelines listed above.

Off Russell Small
EMPLOYEE

10/4/16
DATE

Bobby Stewart
DEPUTY CHIEF BOBBY STEWART

10/4/16
DATE