

REIMBURSEMENT AGREEMENT (Model)

The authority for this Agreement is provided by Section 7-1-2105 MCA (County) and 7-1-4105 MCA, (Municipality), which specifically provides that it is within a local government's contract authority to enter into any contract necessary for the exercise of its power, including but not limited to, a contract for reimbursement that may require that the local government be reimbursed for the cost of basic course training if an employee leaves employment before completing a reasonable period of service.

This agreement made this _____ day of _____, 200_, between [Insert name of County or Municipality], County (or Municipality as applicable), hereafter called the County/Municipality and _____, hereafter called the [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.], to provide for reimbursement to the (County/Municipality) for the costs including salary and employment benefits it incurred in sending the [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.], to the [Insert name or title of training i.e. peace officer basic course, public safety communicator's basic course, detention officer basis course, etc.], certified by the Montana Board of Crime Control in the event the [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.] fails to complete the course or leaves employment with the (County/Municipality) for any reason within _____ months of service after training completion as a [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.], with the (County/Municipality).

The (County/Municipality) agrees to advance the costs for tuition and room and board by the [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.], at the [Insert name or title of training i.e. peace officer basic course, public safety communicator's basic course, detention officer basis course, etc.], certified by the Montana Board of Crime Control. The (County/Municipality) will also pay mileage at the standard rate, as set forth in Section 2-16-503 MCA, for attendance at the basic course. Additionally, the (County/Municipality) will pay the [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.], his/her salary and all employment benefits while he/she is attending the basic course.

In consideration of the foregoing, the [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.], agrees that if he/she fails to complete the basic course for any reason, or leaves employment with the (County/Municipality) as a [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.], for any reason, within _____ months, of service after training completion, he/she will reimburse the (County/Municipality) for the total costs incurred by the (County/Municipality) in sending the [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.] to the basic course. These costs include, tuition, mileage, salary and employment benefits. The foregoing costs shall be reimbursed by the [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.] to the (County/Municipality) on or before the effective date of termination from employment, or as otherwise provided herein.

Section 39-3-204 MCA provides for the payment of wages and for deductions from wages owed an employee. The [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.] and (County/Municipality) agree that the total costs of training as set forth in this agreement are incidentals under Section 39-3-204, MCA. The [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.] authorizes the (County/Municipality) to make any deductions necessary from his/her final wages owed at the time of termination, as partial payment toward reimbursement. The balance owed will be prorated, and repaid by [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.] over a period not to exceed _____ [Insert number, i.e. eighteen months (18)]_____, beginning thirty (30) days after termination.

In the event of default on reimbursement by the [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.], (County/Municipality) will seek judgment against such default in a court of competent jurisdiction. If (County/Municipality) is awarded a judgment, any and all efforts will be made to collect. This may include, but is not limited to, garnishment of future wages from any employer.

The [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.]'s signing of this Agreement is a condition of his/her being hired as a probationary _____ [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.] with the (County/Municipality). However, the [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.] understands that nothing in this Agreement provides contractual rights to employment for a specified period of time.

This Agreement contains the entire agreement between the parties on this subject and supercedes all prior agreements or understandings on this subject. This Agreement can be modified only in writing signed by both parties.

This Agreement shall be effective the date first mentioned above.

_____ [Insert Authorized Agent of (County/Municipality)] _____ [Insert Position, i.e. Deputy Sheriff, dispatcher, etc.]

REIMBURSEMENT AGREEMENT (Example)

The authority for this Agreement is provided by Section 7-1-2105 MCA. Section 7-1-2105(6) MCA specifically provides that it is within a local government's contract authority to enter into any contract necessary for the exercise of its power, including but not limited to, a contract for reimbursement that may require that the local government be reimbursed for the cost of basic course training if an employee leaves employment before completing a reasonable period of service.

This agreement made this 1st, day of April 2006, between Big Sky, County, hereafter called the County, and John Doe, hereafter called the Deputy Sheriff, to provide for reimbursement to the County for the costs including salary and employment benefits incurred in sending the Deputy Sheriff to the law enforcement basic course certified by the Montana Board of Crime Control, in the event the Deputy Sheriff fails to complete the course or leaves employment with the County for any reason within eighteen (18) months of service after training completion as a Deputy Sheriff, with the County.

The County agrees to advance the costs for tuition and room and board by the Deputy Sheriff, at the law enforcement basic course, certified by the Montana Board of Crime Control. The County will also pay mileage at the standard rate, as set forth in Section 2-16-503 MCA, for attendance at the basic course. Additionally, the County will pay the Deputy Sheriff his/her salary and all employment benefits while he/she is attending the basic course.

In consideration of the foregoing, the Deputy Sheriff, agrees that if he/she fails to complete the basic course for any reason or leaves employment with the County as a Deputy Sheriff for any reason, within eighteen (18) months after training completion, he/she will reimburse the County for the total costs incurred by the County in sending the Deputy Sheriff to the basic course. These costs include: tuition, mileage, salary and employment benefits. The foregoing costs shall be reimbursed by the Deputy Sheriff to the County on or before the effective date of termination from employment, or as otherwise provided herein.

Section 39-3-204 MCA provides for the payment of wages and for deductions from wages owed an employee. The Deputy Sheriff and County, agree that the total costs of training as set forth in this agreement are incidentals under Section 39-3-204, MCA. The Deputy Sheriff authorizes the County to make any deductions necessary from his/her final wages owing at the time of termination, as partial payment toward reimbursement. The balance owed will be prorated

and repaid by the Deputy Sheriff over a period not to exceed eighteen (18) months, beginning thirty (30) days after termination.

In the event of default on reimbursements herein agreed to by the Deputy, Big Sky County will seek judgment against such default in a court of competent jurisdiction. If Big Sky County is awarded a judgment, any and all efforts will be made to collect. This may include, but is not limited to, garnishment of future wages from any employer.

The Deputy Sheriff's, signing of this Agreement is a condition of his/her being hired as a probationary Deputy Sheriff with the County. However, the Deputy Sheriff understands that nothing in this Agreement provides contractual rights to employment for a specified period of time.

This Agreement contains the entire agreement between the parties on this subject and supercedes all prior agreements or understandings on this subject. This Agreement can be modified only in writing signed by both parties.

This Agreement shall be effective the date first mentioned above.

Sheriff, Big Sky County

Big Sky County Deputy Sheriff