

**7-4-2503. Salary schedule for certain county officers — county compensation board.** (1) (a) The salary paid to the county treasurer, county clerk and recorder, clerk of the district court, county assessor, county superintendent of schools, county sheriff, county surveyor in counties where county surveyors receive salaries as provided in 7-4-2812, justice of the peace, county coroner, and county auditor in all counties in which the office is authorized must be established by the county governing body based upon the recommendations of the county compensation board provided for in subsection (4).

(b) Except as provided in subsection (2), the annual salary established pursuant to subsection (1)(a) must be uniform for all county officers referred to in subsection (1)(a).

(2) (a) An elected county superintendent of schools must receive, in addition to the salary based upon subsection (1), the sum of \$400 a year, except that an elected county superintendent of schools who holds a master of arts degree or a master's degree in education, with an endorsement in school administration, from a unit of the Montana university system or an equivalent institution may, at the discretion of the county commissioners, receive, in addition to the salary based upon subsection (1), up to \$2,000 a year.

(b) The county sheriff must receive, in addition to the salary based upon subsection (1), the sum of \$2,000 a year. The additional salary provided in this subsection (2)(b) must be included as salary for the purposes of computing the compensation for undersheriffs and deputy sheriffs as provided in 7-4-2508.

(c) In addition to the salary provided for in subsections (1) and (2)(b), the county sheriff may receive any additional salary as determined by the board of county commissioners. The additional salary provided in this subsection (2)(c) must be included as salary for the purposes of computing the compensation for undersheriffs and deputy sheriffs as provided in 7-4-2508.

(d) The county sheriff must receive a longevity payment amounting to 1% of the salary determined under subsections (1) and (2)(b) for each year of service with the sheriff's office. The payment, nonpayment, increase, lack of increase, or decrease of the discretionary salary under subsection (2)(c) has no impact on the longevity payment. The additional salary amount provided for in this subsection may not be included in the salary for purposes of computing the compensation for undersheriffs and deputy sheriffs as provided in 7-4-2508.

(e) If the clerk and recorder is also the county election administrator, the clerk and recorder may receive, in addition to the base salary provided in subsection (1)(a), up to \$2,000 a year. The additional salary provided for in this subsection (2)(e) may not be included as salary for the purposes of computing the compensation of any other county officers or employees.

(f) The county treasurer, clerk of district court, and justice of the peace may each receive, in addition to the base salary provided in subsection (1)(a), up to \$2,000 a year. The additional salary provided for in this subsection (2)(f) may not be included as salary for the purposes of computing the compensation of any other county officers or employees.

(g) The county coroner may be a part-time position, and the salary may be set accordingly.

(h) The justice of the peace for a justice's court of record may receive, in addition to the base salary provided in subsection (1)(a), compensation up to an amount allowed by 3-10-207.

(3) (a) Subject to subsection (3)(b), the salary for the county attorney must be set as provided in subsection (4).

(b) If the uniform base salary set for county officials pursuant to subsection (1) is increased, then the county attorney is entitled to at least the same increase unless the increase would cause the county attorney's salary to exceed the salary of a district court judge.

(c) (i) After completing 4 years of service as deputy county attorney, each deputy county attorney is entitled to an increase in salary of \$1,000 on the anniversary date of employment as deputy county attorney. After completing 5 years of service as deputy county attorney, each deputy county attorney is entitled to an additional increase in salary of \$1,500 on the anniversary date of employment. After completing 6 years of service as deputy county attorney and for each year of additional service up to completion of the 11th year of service, each deputy county attorney is entitled to an additional annual longevity salary increase of \$500 or a greater amount based on the schedule developed and recommended by the county compensation board as provided in subsection (4). Any additional annual longevity salary increase provided for in this section after the 11th year of service may not exceed the amount provided in the schedule developed and recommended by the county compensation board.

(ii) The years of service accumulated after the 11th year of service as a deputy county attorney prior to July 1, 2015, may not be included in the calculation of the longevity increases by the county compensation board under this section.

(iii) The years of service as a deputy county attorney accumulated prior to July 1, 1985, must be included in the calculation of the longevity increase.

(4) (a) There is a county compensation board consisting of:

(i) the county commissioners;

(ii) three of the county officials described in subsection (1) appointed by the board of county commissioners;

(iii) the county attorney;

(iv) two to four resident taxpayers appointed initially by the board of county commissioners to staggered terms of 3 years, with the initial appointments of one or two taxpayer members for a 2-year term and one or two taxpayer members for a 3-year term; and

(v) (A) subject to subsection (4)(a)(v)(B), one resident taxpayer appointed by each of the three county officials described in subsection (4)(a)(ii).

(B) The appointments in subsection (4)(a)(v)(A) are not mandatory.

(b) The county compensation board shall hold hearings annually for the purpose of reviewing the compensation paid to county officers. The county compensation board may consider the compensation paid to comparable officials in other Montana counties, other states, state government, federal government, and private enterprise.

(c) The county compensation board shall prepare a compensation schedule for the elected county officials, including the county attorney, for the succeeding fiscal year. The schedule must take into consideration county variations, including population, the number of residents living in unincorporated areas, assessed valuation, motor vehicle registrations, building permits, and other factors considered necessary to reflect the variations in the workloads and responsibilities of county officials as well as the tax resources of the county.

(d) A recommended compensation schedule requires a majority vote of the county compensation board, and at least two county commissioners must be included in the majority. A recommended compensation schedule may not reduce the salary of a county officer that was in effect on May 1, 2001.

(e) The provisions of this subsection (4) do not apply to a county that has adopted a charter form of government or to a charter, consolidated city-county government.

**History:** Ap. p. Sec. 1, Ch. 150, L. 1945; amd. Sec. 1, Ch. 177, L. 1949; amd. Sec. 1, Ch. 118, L. 1951; amd. Sec. 1, Ch. 222, L. 1953; amd. Sec. 1, Ch. 22, L. 1957; amd. Sec. 1, Ch. 66, L. 1959; amd. Sec. 1, Ch. 195, L. 1961; amd. Sec. 1, Ch. 216, L. 1965; amd. Sec. 1, Ch. 231, L. 1967; amd. Sec. 1, Ch. 284, L. 1969; amd. Sec. 1, Ch. 265, L. 1971; amd. Sec. 10, Ch. 391, L. 1973; amd. Sec. 1, Ch. 474, L. 1973; amd. Sec. 1, Ch. 331, L. 1974; amd. Sec. 3, Ch. 102, L. 1975; amd. Sec. 1, Ch. 195, L. 1975; amd. Sec. 1, Ch. 493, L. 1977; Sec. 25-605, R.C.M. 1947; Ap. p. Sec. 4, Ch. 150, L. 1945; amd. Sec. 1, Ch. 91, L. 1947; amd. Sec. 1, Ch. 177, L. 1949; Sec. 25-608, R.C.M. 1947; R.C.M. 1947, 25-605, 25-608; amd. Sec. 1, Ch. 459, L. 1979; amd. Sec. 4, Ch. 669, L. 1979; amd. Sec. 1, Ch. 518, L. 1981; amd. Sec. 1, Ch. 562, L. 1985; amd. Sec. 3, Ch. 719, L. 1985; amd. Sec. 4, Ch. 12, Sp. L. June 1986; amd. Sec. 1, Ch. 257, L. 1989; amd. Sec. 1, Ch. 505, L. 1989; amd. Sec. 2, Ch. 527, L. 1991; amd. Sec. 2, Ch. 667, L. 1991; amd. Sec. 10, Ch. 10, L. 1993; amd. Sec. 1, Ch. 230, L. 1995; amd. Sec. 1, Ch. 233, L. 1995; amd. sec. 36, Ch. 308, L. 1995; amd. Sec. 1, Ch. 411, L. 1999; amd. Sec. 5, Ch. 7, L. 2001; amd. Sec. 3, Ch. 507, L. 2001; amd. Sec. 1, Ch. 487, L. 2003; amd. Sec. 3, Ch. 36, L. 2005; amd. Sec. 1, Ch. 182, L. 2005; amd. Sec. 1, Ch. 200, L. 2007; amd. Sec. 3, Ch. 230, L. 2007; amd. Sec. 1, Ch. 133, L. 2009; amd. Sec. 9, Ch. 291, L. 2009; amd. Sec. 1, Ch. 178, L. 2015; amd. Sec. 1, Ch. 218, L. 2015; amd. Sec. 1, Ch. 302, L. 2021.

### **Compiler's Comments**

*2021 Amendment:* Chapter 302 in (2)(b) inserted last sentence specifying that the additional salary must be included as salary for the purposes of computing the compensation for undersheriffs and deputy sheriffs as provided in 7-4-2508; inserted (2)(c) concerning additional salary as determined by the board of county commissioners; in (2)(d) in first sentence substituted "subsections (1) and (2)(b)" for "subsection (1)", at end of first sentence deleted former text that read "but years of service during any year in which the salary was set at the level of the salary of the prior fiscal year may not be included in any calculation of longevity increases", and inserted second sentence concerning the impact of any salary paid under (2)(c) on the longevity payment; and made minor changes in style. Amendment effective October 1, 2021.

*2015 Amendments — Composite Section:* Chapter 178 in (2)(e) inserted "clerk of district court, and justice of the peace"; and made minor changes in style. Amendment effective July 1, 2015.

Chapter 218 inserted (2)(g) concerning compensation for a justice of the peace; in (3)(c)(i) at end of third sentence substituted "annual longevity salary increase of \$500 or a greater amount based on the schedule developed and recommended by the county compensation board as provided in subsection (4)" for "annual increase in salary of \$500" and inserted last sentence concerning annual longevity salary increase after the 11th year of service; inserted (3)(c)(ii) related to service accumulated after the 11th year of service as a deputy county attorney; and made minor changes in style. Amendment effective July 1, 2015.

*2009 Amendments — Composite Section:* Chapter 133 inserted (4)(a)(v) adding nonmandatory resident taxpayers appointed by each of three county officials to the county compensation board; and made minor changes in style. Amendment effective October 1, 2009.

Chapter 291 in (1)(a) near middle after "justice of the peace" inserted "county coroner"; inserted (2)(f) providing that county coroner may be part-time position; and made minor changes in style. Amendment effective October 1, 2009.

*2007 Amendments — Composite Section:* Chapter 200 in (1)(b) at beginning inserted exception clause; inserted (2)(e) allowing a county treasurer to receive up to \$2,000 a year in addition to the base salary and providing that the additional salary may not be included when computing compensation for other county officers or employees; and made minor changes in style. Amendment effective July 1, 2007.

Chapter 230 in (3)(a) substituted "Subject to subsection (3)(b), the salary for the county attorney must be set as provided in subsection (4)" for "In each county with a population in excess of 30,000, the county attorney must be a full-time official under 7-4-2704, and the salary is \$50,000 a year, subject to adjustment as provided in subsection (3)(c). In counties with a population less than 30,000, the county attorney who is a part-time official is entitled to receive an annual base salary equal to the salary received for the fiscal year ending June 30, 2001.

(b) In those counties where the office of the county attorney has been established as a full-time position pursuant to 7-4-2706, the salary of the county attorney is the same as that established for full-time county attorneys in subsection (3)(a)"; in (3)(b) at beginning inserted "If the uniform base salary set for county officials pursuant to subsection (1) is increased, then the" and after "entitled to" substituted "at least the same increase unless the increase would cause the county attorney's salary to exceed the salary of a district court judge" for "an increase in salary based upon the schedule developed and approved by the county compensation board as provided in subsection (4)"; and made minor changes in style. Amendment effective July 1, 2007.

*Legislative Findings:* Section 1, Ch. 230, L. 2007, provided: "The legislature finds that:

(1) a significant portion of the work done by county attorneys is for the prosecution of criminal cases under state law and for the enforcement of state civil law concerning child abuse and neglect pursuant to Title 41, chapter 3;

(2) the county attorney workloads vary greatly from county to county;

(3) it is in the state's best interest to promote consistent statewide prosecution services and to support the office of county attorney as a career position that will attract experienced and well-qualified attorneys, especially considering the enactment of a statewide public defender system in 2005;

(4) because a county attorney is an elected county official and has a vital role in providing civil legal services to the county and because each county has unique needs to consider, the county attorney's salary should be set by the county;

(5) because county attorneys provide both state and county services, the responsibility for funding county attorney salaries should be a responsibility shared by the state and the counties; and

(6) the state's funding responsibility should be met through a predictable and ongoing appropriation, thus through a statutory appropriation."

*2005 Amendments — Composite Section:* Chapter 36 in (2)(c) near middle of first sentence substituted "sheriff's office" for "sheriff's department". Amendment effective October 1, 2005.

Chapter 182 inserted (2)(d) providing that a clerk and recorder who is also the county election administrator may receive up to \$2,000 a year in addition to the base salary, which may not be included as salary when computing the compensation of any other county officer or employee. Amendment effective October 1, 2005.

*2003 Amendment:* Chapter 487 in (4)(a) in first sentence substituted "two to four resident taxpayers" for "two resident taxpayers" and in two places substituted "one or two taxpayer members" for "one

taxpayer member"; and inserted (4)(d) relating to inapplicability of subsection (4) to certain forms of local government. Amendment effective October 1, 2003.

*2001 Amendments — Composite Section:* Chapter 7 near end of (1)(a)(i) and near end of (1)(a)(ii) substituted "latest federal decennial census" for "1990 federal decennial census"; and made minor changes in style. Amendment effective October 1, 2001. The amendment by Ch. 507, rendered the amendment by Ch. 7 void.

Chapter 507 in (1)(a) inserted reference to justice of the peace and at end substituted "established by the county governing body based upon the recommendations of the county compensation board provided for in subsection (4)" for "established by the county governing body at no less than 80% of the annual base salary of:

(i) \$25,000 for counties of the first through fifth class added to the population increment of \$10 for each 100 persons or major fraction of 100 persons included in the county's population as determined by the 1990 federal decennial census; or

(ii) \$18,000 for counties of the sixth and seventh class added to the population increment of \$10 for each 100 persons or major fraction of 100 persons in the county's population as determined by the 1990 federal decennial census"; in (1)(b) substituted "annual salary established pursuant to subsection (1)(a)" for "annual base established by the county governing body in subsection (1)" and at end substituted "subsection (1)(a)" for "subsection (1)"; in (2)(c) near beginning of first sentence substituted "1% of the salary determined under subsection (1)" for "1% of the base salary set forth in subsection (1)" and near middle of second sentence substituted "salary" for "base salary"; in (3)(a) at end of first sentence inserted reference to adjustment made in subsection (3)(c), in second sentence after "part-time official" deleted "for a county of the first, second, or third class" and substituted "receive an annual base salary equal to the salary received for the fiscal year ending June 30, 2001" for "receive an annual salary equal to 60% of the annual salary of a full-time county attorney", and deleted former third sentence that read: "A county attorney who is a part-time official for a county of the fourth, fifth, sixth, or seventh class is entitled to receive an annual salary equal to 50% of the annual salary of a full-time county attorney"; in (3)(c) substituted "Each county attorney is entitled to an increase in salary based upon the schedule developed and approved by the county compensation board as provided in subsection (4)" for "On August 1 of each year, each county attorney is entitled to an increase in salary calculated by adding to the annual salary a percentage of up to 100% of the previous calendar year's consumer price index for all urban consumers, U.S. department of labor, bureau of labor statistics, or other index that the bureau of business and economic research of the university of Montana-Missoula may in the future recognize as the successor to that index. However, the county commissioners may, for all or the remainder of each fiscal year, in conjunction with setting salaries for other officers as provided in 7-4-2504(1), set the salary at the prior fiscal year level if that level is lower than the level required by this subsection (3)(c). The cost-of-living increment for each fiscal year must be added to all cost-of-living increments granted for previous years unless salaries were set for the fiscal year at the level of salaries received in the prior fiscal year. Unless restored pursuant to 7-4-2504(2), a cost-of-living increment that would have been received for the fiscal year, computed on the prior fiscal year, may not be added to previous increments"; in (3)(d)(i) near middle of third sentence substituted "for each year of additional service" for "for each year of service thereafter"; at end of (3)(d)(ii) after "longevity increase" deleted "but, unless longevity increases are restored pursuant to 7-4-2504(2), the years of service during a year in which the salary was set at the level of the salary of the prior fiscal year may not be included in a calculation of longevity increases"; deleted former (4) that read: "(4) The latest federal decennial census statistics are the basis for computation of population increments under this section. During the intervening 9 years, the computation of population increments applicable on July 1 of each year is based on the most current calendar year's estimates of counties' populations compiled by the federal-state cooperative program for estimates of the university of Montana-Missoula bureau of business and economic research and the U.S. bureau of the census or other estimate that the bureau of business and economic research may certify"; inserted (4)(a) establishing county compensation board; inserted (4)(b) requiring board to establish compensation schedule for county officials; inserted (4)(c) requiring majority vote of board to establish recommended compensation schedule, including at least two county commissioners; and made minor changes in style. Amendment effective May 1, 2001.

*1999 Amendment:* Chapter 411 in four places in (3)(a) and two places in (3)(b) before "salary"

inserted "base"; inserted (3)(d)(ii) authorizing county with full-time county attorney to pay same longevity increase provided for deputy county attorneys; at beginning of (3)(d)(iii) deleted "The years of service as a deputy county attorney accumulated prior to July 1, 1985, must be included in the calculation of the longevity increase, but"; and made minor changes in style. Amendment effective July 1, 1999, and terminates July 1, 2001.

*1995 Amendments:* Chapter 230 near end of (1)(a), after "authorized", deleted "for the fiscal year beginning July 1, 1991, and each year thereafter"; at beginning of (3)(c) substituted "On August 1 of each year" for "Beginning July 1, 1991, and on July 1 of each succeeding year"; and made minor changes in style. Amendment effective March 24, 1995.

Chapter 233 in (1)(a), (3)(a), (3)(b), and in two places in (3)(c) deleted provision applying law beginning July 1, 1991; in first sentence of (3)(c) substituted "a percentage of up to 100% of" for "the percentage change in" and in third sentence deleted provision applying law beginning July 1, 1983; at beginning of (4) deleted "For each 10th year after the fiscal year beginning July 1, 1981"; and made minor changes in style. Amendment effective July 1, 1995.

*Name Change — Directions to Code Commissioner:* Pursuant to sec. 36, Ch. 308, L. 1995, in this section the Code Commissioner changed "university of Montana" to "university of Montana-Missoula".

*1993 Amendment:* Chapter 10 in (3)(c), near middle of first sentence after "1991", substituted "the percentage change in" for "an increment of 100% of the last"; in (4), in second sentence, substituted "most current calendar year's estimates" for "last calendar year's annual estimates"; and made minor changes in style.

*1991 Amendments:* Chapter 527 near end of (1)(a) substituted "1991" for "1981" and substituted "and each year thereafter must be established by the county governing body at no less than 80% of" for "is computed by adding"; at beginning of (1)(a)(i) increased base salary from \$14,000 to \$25,000 and near end updated reference from 1980 to 1990 federal decennial census; in (1)(a)(ii) increased base salary from \$12,000 to \$18,000, decreased population increment from \$20 to \$10, and near end updated reference from 1980 to 1990 federal decennial census; inserted (1)(b) concerning annual base established by county governing body being uniform for subject county officers; near beginning of (3)(c) substituted "1991" for "1982" and near middle substituted "1991" for "1981" and increased increment from 70% to 100%; and made minor changes in style. Amendment effective April 22, 1991.

Chapter 667 in (3)(a), (3)(b), and (3)(c) substituted "1991" for "1981"; in (3)(a), at end of first sentence, increased County Attorney salary from \$36,500 to \$50,000; in (3)(b), at end after "shall be", substituted "the same as that established for full-time county attorneys in subsection (3)(a)" for "\$36,500"; and in (3)(c), near beginning of first sentence, substituted "1991" for "1982" and near middle increased increment of consumer price index from 70% to 100%. Amendment effective July 1, 1991.

*1989 Amendments:* Chapter 257 at beginning of last sentence of (3)(c) substituted "Unless restored pursuant to 7-4-2504(2), any" for "In such case the"; and in middle of (3)(d)(ii) inserted "unless longevity increases are restored pursuant to 7-4-2504(2), the". Amendment effective June 30, 1989.

Chapter 505 inserted (1)(c) providing for longevity payment of 1% of base salary for County Sheriffs and excluding additional salary from use in computing compensation for Deputy Sheriffs and undersheriffs; and made minor changes in phraseology. Amendment effective July 1, 1989.

*1986 Amendment:* In (3)(c) inserted second sentence allowing a uniform freeze in compensation and following "previous years" inserted remainder of subsection relating to increments occurring after a freeze in compensation; and at end of (3)(d)(ii) following "longevity increase" inserted remainder of subsection relating to calculation when compensation had been frozen.

*1985 Amendments:* Chapter 562 in (2)(a), at beginning of sentence substituted "An elected county superintendent" for "The county superintendent" and at end of sentence, after "\$400 per year", inserted remainder of (a) relating to increased compensation for greater education and endorsement.

Chapter 719 in (1) in introductory clause after "clerk of the district court", deleted "part-time county attorney"; in former (2)(c) deleted first sentence that read: "In counties with a population less than 30,000, the county attorney who is a part-time official shall receive, in addition to the salary based upon subsection (1), the sum of \$1,200 per year"; renumbered second sentence of former (2)(c) as (3)(a) and in (3)(a) inserted second and third sentences all relating to part- or full-time County Attorney status and salary percentages; renumbered first sentence of former (2)(d) as (3)(b) (full time pursuant to 7-4-2706); renumbered remainder of former (2)(d) as (3)(c) (computation of cost-of-living increments); inserted

(3)(d)(i) and (3)(d)(ii) concerning longevity increases; and renumbered former (2)(e) as (4) (computation of population).

*1981 Amendment:* Rewrote entire section (see sec. 1, Ch. 518, L. 1981, for text) to substitute language for specific dollar amounts based on population. For former text see sec. 1, Ch. 459, L. 1979, and sec. 4, Ch. 669, L. 1979. For language of former composite section, see 7-4-2503, MCA 1979.

### **Cross-References**

Compensation for officer of consolidated county office, 7-4-2312.

Authorization of County Auditor, 7-6-2401.

County levy for certain court expenses, 7-6-2511.

District Court budgets, 7-6-4022.

Inclusion of state's share of County Attorney salaries in Department of Justice budget, 17-7-112.

Montana University System, Title 20, ch. 25.

Imposition of charge upon conviction or forfeiture — use for prosecutorial salaries, 46-18-236.

### **Case Notes**

*Deputy Salary as Percentage of Sheriff's Salary, Including Supplement:* Section 7-4-2510 requires that longevity should be 1% of a deputy's minimum base annual salary. A deputy's salary is based on the salary of the sheriff, which must include the \$2,000 statutory supplement provided for a sheriff's salary in 7-4-2503. *Clouse v. Lewis & Clark County*, 2008 MT 271, 345 M 208, 190 P3d 1052 (2008).

### **Attorney General's Opinions**

*Part-Time Deputy County Attorney Entitled to Longevity Pay — Year of Service Composed of Calendar Year:* The Legislature did not distinguish full-time Deputy County Attorneys from part-time Deputy County Attorneys for purposes of eligibility pay. Therefore, a part-time Deputy County Attorney is entitled to longevity pay under this section after completing the required years of service. As used in this section, the term "year of service" means a calendar year rather than 2,080 hours of employment. 48 A.G. Op. 19 (2000), following *Phillips v. Lake County*, 222 M 42, 721 P2d 326 (1986), and overruling 39 A.G. Op. 78 (1982), 40 A.G. Op. 61 (1984), and 43 A.G. 77 (1990), to the extent that a different definition of year of service was applied.

*County Attorney Longevity Increase for Time as Deputy County Attorney — 1999 Statutory Amendment:* The 1999 amendment to subsection (3)(d)(ii) of this section authorizes a Board of County Commissioners to grant a longevity increase to a full-time County Attorney for years served as a Deputy County Attorney, in addition to years served as a County Attorney. (See 2007 amendment.) 48 A.G. Op. 8 (1999).

*Provision of Office Space and Equipment by County for Part-Time County Attorney:* A county governing body may satisfy its obligation to provide office space for a part-time County Attorney by providing space in a county building or, if no suitable space is available, by renting office space. Use of the space for the County Attorney's private practice is allowed only through a written agreement between the county and the County Attorney leasing the use of the space for private business purposes. Alternatively, the governing body may allow a claim by the County Attorney for the rental of office space needed to conduct the county's business if suitable office space is not available in county buildings. A county governing body may satisfy its obligation to provide necessary equipment for a part-time County Attorney by providing the use of the equipment owned by the county or, if no suitable equipment is available, by renting equipment. Use of the equipment for the County Attorney's private practice is allowed only through a written agreement between the county and the County Attorney leasing the use of the equipment for private business purposes. 46 A.G. Op. 10 (1995), followed in 46 A.G. Op. 20 (1996).

*Office Manager/Secretary Defined as Assistant — Determination of Salary:* An office manager/secretary hired as a county employee to assist a County Attorney is considered an assistant whose compensation may be set by the Board of County Commissioners under 7-4-2505. However, the statute is limited to persons who serve as county employees and does not apply to independent contractors or consultants. Assistants must be paid a salary to be determined by the Commissioners at no more than 90% of the principal officer's salary, unless a specific provision allows greater compensation. 46 A.G. Op. 6 (1995).

*Calculation of Base Salary of Sheriff — Longevity to Include Total Years of Service:* The base salary of a Sheriff under this section is based on the class of the county and the county population. For

purposes of calculating a Sheriff's longevity payments, total years of service with the Sheriff's Department are included. 43 A.G. Op. 44 (1989).

*Change in County Classification — Adjustment of Salaries of County Officials:* When the classification of a county under 7-1-2111 (now repealed) changes, salaries of County Commissioners, the County Attorney, and county officials listed in 7-4-2503(1) must be adjusted as of July 1 of the following year (see 1995 amendment). Adjustments are computed as follows: (1) for County Commissioners, according to 7-4-2107; (2) for a part-time County Attorney, according to 7-4-2503(3); and (3) for county officials listed in 7-4-2503(1), according to 7-4-2503. (See 2001 amendment.) 42 A.G. Op. 85 (1988).

*Change in County Classification — Time for Setting County Officials' Salaries:* When a county's classification changes pursuant to 7-1-2111 (now repealed), the salaries of the county officials listed in 7-4-2503(1) must also change. The salaries must change as of July 1 of the following year (see 1995 and 2001 amendments), with the onset of a new fiscal year for the county. 40 A.G. Op. 81 (1984), followed in 41 A.G. Op. 6 (1985).

*Computation of Cost-of-Living Increases:* The cost-of-living authorized for county officials by 7-4-2504 applies only to the annual base salary plus population increment established by subsection (1) of this section and not to the additional sums included in the salaries of the Superintendent of Schools, Sheriff, and Commissioners under subsection (2) of this section and 7-4-2107. (See 2001 amendment.) 39 A.G. Op. 65 (1982).

*Compensation of County Clerk and Recorder for Work as Election Administrator:* A County Clerk and Recorder (see 2005 amendment) is not entitled to compensation for services as an election administrator. Without a specific grant of authority to allow additional compensation beyond that for the duties as a County Clerk and Recorder, no additional compensation is allowed. An election administrator who is not also the County Clerk and Recorder may be compensated for his election duties. 39 A.G. Op. 7 (1981).

*Full-Time County Attorney — County Population Requirements:* A county with a population of less than 30,000 may establish a full-time County Attorney position. The position need not be filled on July 1 but may be filled at some specified reasonable time after July 1 (see 1995 amendment). The salary for such a full-time County Attorney is the same as a full-time County Attorney in a county having more than 30,000 population. (See 1999, 2001, and 2007 amendments.) 38 A.G. Op. 22 (1979).

*Full-Time County Attorney — Residency Requirements:* A practicing attorney who has declared his intention to make a county his permanent home, is actively seeking a permanent residence in that county, and is in the process of terminating his personal business affairs at his former residence has become a resident of the county and is eligible for appointment as a full-time County Attorney once he has resided in the county for 30 days if he becomes a qualified registered elector and meets other qualifications for the office. 38 A.G. Op. 22 (1979).

*Self-Government Powers:* This section does not apply to self-government units since it may be superseded by ordinance or resolution of the Commission and is not prohibited by 7-1-114(g). 37 A.G. Op. 68 (1977).

## **THE GOVERNMENT'S FUTURE**

Carbon County's financial status remains solid. Fiscal Year 2023 Cash Reserves for levied Funds were set around 27% a two-percent decrease over the prior year. Reserves were set below the maximum level of 33% allowed by Montana State Law, to fund Capital Improvement Funds and to keep up with increasing costs. The loss in Oil and Gas revenue has reduced County cash reserves over the last several years although with the infusion of ARPA and LATCF revenues in 2022, the total cash balance increased \$2,205,308 over the prior year. As noted above, Cash reserves in operating accounts have been kept at lower levels to build capital improvement fund balances; capital improvement accounts had a cash balance of roughly \$1,396,279 as of June 2023, a \$169,253 increase over the prior fiscal year.

Our county-wide taxable valuation for fiscal year 2023 increased by 9.94% and our rural taxable valuation for road purposes increased by 11.36%. The revenues from Payment In Lieu of Taxes (PILT) decreased \$32,079. Federal Mineral Royalties and Oil & Gas Production increased by \$117,371 and \$142,651 respectively from the previous year. Federal Mineral Royalty payments have started to increase over the last several years and were back to their historical levels in 2022. Oil and Gas revenues remain roughly seventy five percent (75%) of their historic levels, about \$190,000 lower than they were in the early 2000s. These funds are very valuable to help offset the cost of Search and Rescue Operations, Ambulance Services, increases in public safety expenses, salaries/benefits, road and bridge maintenance, and other operating costs. There is always a demand for increased services, while we continue to provide maintenance and upkeep on our existing assets.

In preparation for budget year 2023-2024, we kept our mills at the maximum level allowed by state statute to cover the increasing costs of running a county government. We were able to make contributions to Capital Improvement Funds for: vehicle replacements for the Joliet District Commissioner, Sanitarian, Fire Warden/GIS Coordinator, DES Coordinator, Bridger and Joliet Road Foreman, Extension Agent, Public Health, and Sheriff's Deputies; election equipment upgrades; County Attorney, Justice Court, Extension and District Court copier replacements; Road Department machinery and equipment; an expansion of the Bridger Road Shop; construction of a new sand shed for the Red Lodge Road Shop; funds for the future chip seal and striping of the Boyd Cooney Road, Fairgrounds bleacher upgrades; Airport improvements including runway repairs; and Clerk and Recorder large format scanner/printer replacement. The County continues to build capital fund balances so capital expenditures are better planned and can be funded over multiple years rather than relying on fund cash balances to finance projects. Budgeted transfers to Capital Improvement Funds totaled \$296,360 in the 2023-2024 budget. The County has completed a Capital Improvement Plan that should assist with future budgets, grant applications, and overall financial planning.

The County continues to evaluate our Radio and Dispatch Equipment. The County has settled litigation with Industrial Communications regarding the defunct Simulcast Radio System and is evaluating how best to use settlement proceeds for the long-term maintenance of our radio system and system enhancements to address coverage issues including the addition of radio towers at Joliet, Roscoe, and Warren.

As the State and cities continue to cut back on their funding, there is increased pressure for more financial support from the County to keep existing programs functioning and growing. The County



cannot fulfill all of these wants and wishes. The County will prioritize public needs, comparing the costs of services we provide with the benefits derived from those services. We are aware of the state government passing on increased demands to county governments. Counties have to be fiscally responsible to county taxpayers by protecting financial sources and our ability to serve the citizens of Carbon County.

We continue to study bridges and replace as needed and as funding allows.

With the influx of funding from the American Rescue Plan Act (ARPA) and Local Agency and Tribal Consistency (LATCF) Funds, Carbon County was able to purchase the old Cedar Wood Villa Building. Commissioners began planning for the remodel of the building early in 2023 to consolidate as many County Offices as possible into one location. The cost of upkeeping multiple old buildings continues to be a challenge. Commissioners are looking to accommodate the long-term facilities needs of the County as the project develops.

Carbon County is still recovering from the catastrophic flood event in June 2022. Both bridges on East Side Road and the Bridge on Meeteetse Trail over Rock Creek were a total loss and were replaced in the summer of 2023. Repairs to Dorvall Corner and Granite Road were also completed in the summer of 2023. Several other roadways, culverts, and the Edgar Sewer Lagoon received significant damage; repairs are ongoing and Carbon County is working with Federal, State, and local partners to continue flood recovery efforts. Carbon County also experienced a smaller flooding event in the spring of 2023. Significant changes in the topography and hydrology following the Robertson Draw fire have contributed to damage to County roads and culverts with each water event. Carbon County is working with State and Federal partners to determine what long-term solutions may be available to address the continued erosion issues.

**Average Weekly Wage - All Industries**

<b>County</b>	<b>2023 Q2</b>	<b>2022 Average</b>	<b>Difference</b>
<b>Montana</b>	<b>1,072.00</b>	<b>958.00</b>	<b>11.9%</b>
Beaverhead	888.00	813.00	9.2%
Big Horn	1,065.00	939.00	13.4%
Blaine	901.00	768.00	17.3%
Broadwater	866.00	795.00	8.9%
Carbon	820.00	760.00	7.9%
Carter	831.00	761.00	9.2%
Cascade	984.00	922.00	6.7%
Chouteau	779.00	693.00	12.4%
Custer	901.00	804.00	12.1%
Daniels	889.00	831.00	7.0%
Dawson	965.00	831.00	16.1%
Deer Lodge	977.00	863.00	13.2%
Fallon	1,095.00	990.00	10.6%
Fergus	886.00	820.00	8.0%
Flathead	1,027.00	944.00	8.8%
Gallatin	1,139.00	1,062.00	7.3%
Garfield	710.00	629.00	12.9%
Glacier	944.00	858.00	10.0%
Golden Valley	795.00	560.00	42.0%
Granite	814.00	756.00	7.7%
Hill	916.00	842.00	8.8%
Jefferson	1,038.00	882.00	17.7%
Judith Basin	776.00	707.00	9.8%
Lake	911.00	799.00	14.0%
Lewis and Clark	1,127.00	1,012.00	11.4%
Liberty	723.00	737.00	-1.9%
Lincoln	850.00	761.00	11.7%
Madison	1,160.00	1,050.00	10.5%
McCone	905.00	836.00	8.3%
Meagher	760.00	647.00	17.5%
Mineral	789.00	686.00	15.0%
Missoula	1,057.00	970.00	9.0%
Musselshell	1,110.00	918.00	20.9%
Park	924.00	842.00	9.7%
Petroleum	720.00	630.00	14.3%
Phillips	774.00	712.00	8.7%
Pondera	825.00	744.00	10.9%
Powder River	893.00	631.00	41.5%
Powell	1,067.00	847.00	26.0%
Prairie	777.00	812.00	-4.3%
Ravalli	946.00	844.00	12.1%
Richland	1,112.00	1,035.00	7.4%
Roosevelt	928.00	842.00	10.2%
Rosebud	1,164.00	1,094.00	6.4%
Sanders	820.00	719.00	14.0%
Sheridan	931.00	780.00	19.4%
Silver Bow	1,025.00	932.00	10.0%
Stillwater	1,385.00	1,450.00	-4.5%
Sweet Grass	996.00	1,085.00	-8.2%

### Average Weekly Wage - All Industries

Teton	781.00	752.00	3.9%
Toole	1,012.00	958.00	5.6%
Treasure	788.00	720.00	9.4%
Valley	910.00	832.00	9.4%
Wheatland	762.00	732.00	4.1%
Wibaux	779.00	714.00	9.1%
Yellowstone	1,138.00	1,044.00	9.0%

Consumer Price Index - All Urban Consumers  
 Series Id: CUUR000SA0  
 Not Seasonally Adjusted

Area: U.S. city average  
 Item: All items  
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average	Percent Increase		Difference
														Avg-Avg	Dec-Dec	
1975	52.100	52.500	52.700	52.900	53.200	53.600	54.200	54.300	54.600	54.900	55.300	55.500	53.800			
1976	55.600	55.800	55.900	56.100	56.500	56.800	57.100	57.400	57.600	57.900	58.000	58.200	56.900	5.8%	4.9%	-0.9%
1977	58.500	59.100	59.500	60.000	60.300	60.700	61.000	61.200	61.400	61.600	61.900	62.100	60.600	6.5%	6.7%	0.2%
1978	62.500	62.900	63.400	63.900	64.500	65.200	65.700	66.000	66.500	67.100	67.400	67.700	65.200	7.6%	9.0%	1.4%
1979	68.300	69.100	69.800	70.600	71.500	72.300	73.100	73.800	74.600	75.200	75.900	76.700	72.600	11.3%	13.3%	1.9%
1980	77.800	78.900	80.100	81.000	81.800	82.700	82.700	83.300	84.000	84.800	85.500	86.300	82.400	13.5%	12.5%	-1.0%
1981	87.000	87.900	88.500	89.100	89.800	90.600	91.600	92.300	93.000	93.400	93.700	94.000	90.900	10.3%	8.9%	-1.4%
1982	94.300	94.600	94.500	94.900	95.800	97.000	97.500	97.700	97.900	98.200	98.000	97.600	96.500	6.2%	3.8%	-2.3%
1983	97.800	97.900	97.900	98.600	99.200	99.500	99.900	100.200	100.700	101.000	101.200	101.300	99.600	3.2%	3.8%	0.6%
1984	101.900	102.400	102.600	103.100	103.400	103.700	104.100	104.500	105.000	105.300	105.300	105.300	103.900	4.3%	3.9%	-0.4%
1985	105.500	106.000	106.400	106.900	107.300	107.600	107.800	108.000	108.300	108.700	109.000	109.300	107.600	3.6%	3.8%	0.2%
1986	109.600	109.300	108.800	108.600	108.900	109.500	109.500	109.700	110.200	110.300	110.400	110.500	109.600	1.9%	1.1%	-0.8%
1987	111.200	111.600	112.100	112.700	113.100	113.500	113.800	114.400	115.000	115.300	115.400	115.400	113.600	3.6%	4.4%	0.8%
1988	115.700	116.000	116.500	117.100	117.500	118.000	118.500	119.000	119.800	120.200	120.300	120.500	118.300	4.1%	4.4%	0.3%
1989	121.100	121.600	122.300	123.100	123.800	124.100	124.400	124.600	125.000	125.600	125.900	126.100	124.000	4.8%	4.6%	-0.2%
1990	127.400	128.000	128.700	128.900	129.200	129.900	130.400	131.600	132.700	133.500	133.800	133.800	130.700	5.4%	6.1%	0.7%
1991	134.600	134.800	135.000	135.200	135.600	136.000	136.200	136.600	137.200	137.400	137.800	137.900	136.200	4.2%	3.1%	-1.1%
1992	138.100	138.600	139.300	139.500	139.700	140.200	140.500	140.900	141.300	141.800	142.000	141.900	140.300	3.0%	2.9%	-0.1%
1993	142.600	143.100	143.600	144.000	144.200	144.400	144.400	144.800	145.100	145.700	145.800	145.800	144.500	3.0%	2.7%	-0.2%
1994	146.200	146.700	147.200	147.400	147.500	148.000	148.400	149.000	149.400	149.500	149.700	149.700	148.200	2.6%	2.7%	0.1%
1995	150.300	150.900	151.400	151.900	152.200	152.500	152.500	152.900	153.200	153.700	153.600	153.500	152.400	2.8%	2.5%	-0.3%
1996	154.400	154.900	155.700	156.300	156.600	156.700	157.000	157.300	157.800	158.300	158.600	158.600	156.900	3.0%	3.3%	0.4%
1997	159.100	159.600	160.000	160.200	160.100	160.300	160.500	160.800	161.200	161.600	161.500	161.300	160.500	2.3%	1.7%	-0.6%
1998	161.600	161.900	162.200	162.500	162.800	163.000	163.200	163.400	163.600	164.000	164.000	163.900	163.000	1.6%	1.6%	0.1%
1999	164.300	164.500	165.000	166.200	166.200	166.200	166.700	167.100	167.900	168.200	168.300	168.300	166.600	2.2%	2.7%	0.5%
2000	168.800	169.800	171.200	171.300	171.500	172.400	172.800	172.800	173.700	174.000	174.100	174.000	172.200	3.4%	3.4%	0.0%
2001	175.100	175.800	176.200	176.900	177.700	178.000	177.500	177.500	178.300	177.700	177.400	176.700	177.100	2.8%	1.6%	-1.3%
2002	177.100	177.800	178.800	179.800	179.800	179.900	180.100	180.700	181.000	181.300	181.300	180.900	179.900	1.6%	2.4%	0.8%
2003	181.700	183.100	184.200	183.800	183.500	183.700	183.900	184.600	185.200	185.000	184.500	184.300	184.000	2.3%	1.9%	-0.4%
2004	185.200	186.200	187.400	188.000	189.100	189.700	189.400	189.500	189.900	190.900	191.000	190.300	188.900	2.7%	3.3%	0.6%
2005	190.700	191.800	193.300	194.600	194.400	194.500	195.400	196.400	198.800	199.200	197.600	196.800	195.300	3.4%	3.4%	0.0%
2006	198.300	198.700	199.800	201.500	202.500	202.900	203.500	203.900	202.900	201.800	201.500	201.800	201.600	3.2%	2.5%	-0.7%
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342	2.8%	4.1%	1.2%
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303	3.8%	0.1%	-3.7%
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537	-0.4%	2.7%	3.1%
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056	1.6%	1.5%	-0.1%
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	224.939	3.2%	3.0%	-0.2%
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	229.594	2.1%	1.7%	-0.3%
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.957	1.5%	1.5%	0.0%
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.736	1.6%	0.8%	-0.9%
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	237.017	0.1%	0.7%	0.6%
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	240.007	1.3%	2.1%	0.8%
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	245.120	2.1%	2.1%	0.0%
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	251.107	2.4%	1.9%	-0.5%
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	255.657	1.8%	2.3%	0.5%
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	258.811	1.2%	1.4%	0.1%
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	270.970	4.7%	7.0%	2.3%
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	292.655	8.0%	6.5%	-1.5%
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	304.702	4.1%	3.4%	-0.8%
2023 Inc. over prior year	7.5%	7.9%	8.5%	8.3%	8.6%	9.1%	8.5%	8.3%	8.2%	7.7%	7.1%	6.5%		8.0% average CIP % increase Jan-Dec		
2022 Inc. over prior month	0.8%	0.91%	1.34%	0.56%	1.10%	1.37%	-0.01%	-0.04%	0.22%	0.41%	-0.10%	-0.31%		6.2% Total increase month over month Jan-Dec		
2023 Inc over prior month	0.80%	0.56%	0.33%	0.51%	0.25%	0.32%	0.19%	0.44%	0.25%	-0.04%	-0.20%	-0.10%		0.49%		

# Carbon County CPI & Raises

	Increase		CPI		Raise	Elected Base Salary
Column1	Column2	Column3	Column4	Column5	Column6	Column8
1993-94	6.0%	=	3.0%	+	3.0%	
1994-95	6.0%	=	3.0%	+	3.0%	
1995-96	4.0%	=	2.6%	+	1.4%	
1996-97	3.0%	=	2.8%	+	0.2%	
1997-98	5.0%	=	3.0%	+	2.0%	
1998-99	5.0%	=	2.3%	+	2.7%	
1999-00	5.0%	=	1.6%	+	3.4%	
2000-01	4.1%	=	2.2%	+	1.9%	
2001-02	6.4%	=	3.4%	+	3.0%	33,781.92
2002-03	4.0%	=	2.8%	+	1.2%	35,133.20
2003-04	2.0%	=	1.6%	+	0.4%	35,835.86
2004-05	3.5%	=	2.3%	+	1.2%	37,090.12
2005-06	5.0%	=	2.7%	+	2.3%	38,944.62
2006-07	7.0%	=	3.4%	+	3.6%	41,670.75
2007-08	7.0%	=	3.2%	+	3.8%	44,587.70
2008-09	6.4%	=	2.8%	+	3.6%	47,441.31
2009-10	3.8%	=	3.8%	+	0.0%	49,244.08
2010-11	2.0%	=	2.0%	+	0.0%	50,228.96
2011-12	2.0%	=	1.6%	+	0.4%	51,233.54
2012-13	5.0%	=	3.2%	+	1.8%	53,795.22
2013-14	4.3%	=	2.1%	+	2.2%	56,108.41
2014-15	5.75%	=	1.5%	+	4.25%	59,334.64
2015-16	4.5%	=	1.6%	+	2.9%	62,004.70
2016-17	1.0%	=	0.1%	+	0.9%	62,624.75
2017-18	2.0%	=	1.3%	+	0.7%	63,877.25
2018-19	3.25%	=	2.1%	+	1.15%	65,953.26
2019-20	1.50%	=	2.4%	-	0.90%	66,942.56
2020-21	1.3%	=	1.8%	-	0.5%	67,812.81
2021-22	3.0%	=	1.2%	+	1.8%	69,847.19
2022-23	5.7%	=	4.7%	+	1.0%	73,828.48
2023-24	3.0%	=	8.0%	-	5.0%	76,043.33
<b>Average</b>	4.1%		2.6%		1.9%	



# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the « 20th » day of « March » in the year « 2024. »  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

« Carbon County Board of Commissioners »« »  
« 17 11<sup>th</sup> Street W »  
« Red Lodge, MT 59068 »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« Langlas & Associates »« »  
« 2270 Grant Road »  
« Billings, MT 59102 »  
« 406-656-0629 »

for the following Project:  
(Name, location and detailed description)

« Carbon County Salt Shed Building »  
« Red Lodge, MT 59068 »  
« »

The Architect:  
(Name, legal status, address and other information)

« Arete Design Group, LLC »« »  
« 228 E. Brundage Street, Suite 100 »  
« Sheridan, WY 892801 »  
« 307-672-8270 »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:  
*(Check one of the following boxes.)*

- [ « » ] The date of this Agreement.
- [ « X » ] A date set forth in a notice to proceed issued by the Owner.
- [ « » ] Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
*(Check one of the following boxes and complete the necessary information.)*



[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « X » ] By the following date: « October 1, 2024 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be « Three-Hundred Eighty-Six Thousand Seven-Hundred Sixty Dollars » (\$ « 386,760.00 » ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

« \$250 per calendar day. »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 25th » day of the « 2 » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « Forty » ( « 40 » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« 5% »

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« General Conditions, Insurance, Bonds. »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« Five percent (5%) retainage shall be held from each application for payments throughout the duration of the project. Total retainage at the completion of the project is 5%. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

« »

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« XX Levi? » % « »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

<< >>  
<< >>  
<< >>

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

[  ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[  ] Litigation in the Twenty-Second Judicial District Court of Montana.

[  ] Other *(Specify)*

<< >>

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

<< >>

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
*(Name, address, email address, and other information)*

<< Scott Miller – Commissioner, Presiding Officer >>

<< Carbon County Board of Commissioners >>

<< PO Box 887 >>

<< Red Lodge, MT 59068 >>

<< >>

<< >>

§ 8.3 The Contractor’s representative:  
*(Name, address, email address, and other information)*

<< Dylan Lemm >>

<< Langlas & Associates >>

<< 2270 Grant Road >>

<< Billings, MT 59102 >>

<< 406-656-0629 >>

<< >>

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

<< NA >>

.5 Drawings

Number	Title	Date
All Drawings issued as Construction Documents	Carbon County Salt Shed Building	February 12, 2024

.6 Specifications

Section	Title	Date	Pages
All Specifications issued as Construction Documents	Carbon County Salt Shed Building	February 12, 2024	131

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	February 20, 2024	1
Addendum 2	February 2, 2024	1
Addendum 3	February 28, 2024	56
Addendum 4	February 29, 2024	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[  ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

<< >>

[  ] The Sustainability Plan:

Title	Date	Pages

[  ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

<< >>

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

« Scott Miller – Commissioner, Presiding Officer

»« >>

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

«Brad Sinclair - President »« >>

\_\_\_\_\_  
*(Printed name and title)*