



BOARD of COMMISSIONERS

COUNTY OF CARBON • STATE OF MONTANA

Post Office Box 887
Red Lodge, MT 59068

Phone: (406) 446-1595
Fax: (406) 446-2640

RESOLUTION 2024 – XX

INTENT TO HOLD AN ELECTION TO ESTABLISH AN AMBULANCE SERVICE MILL LEVY

WHEREAS, pursuant to Section 7-34-102 of the Montana Code Annotated, a county, may levy an annual tax on the taxable value of all taxable property within the county, to defray the costs incurred in providing ambulance service; and

WHEREAS, Section 15-10-425 of the Montana Code Annotated sets forth the provisions for holding a Mill Levy Election for the imposition of a new mill levy; and

WHEREAS, the Carbon County Board of County Commissioners received a request from the Red Lodge Roberts Ambulance District, Joliet Emergency Medical Services, and Clarks Fork Valley Ambulance to establish a mill levy to fund the provision of both emergency and non-emergency ambulance response; emergency medical services; and other emergency services beneficial to the Citizens of Carbon County; and

WHEREAS, current funding structures for Ambulance Services have been insufficient for staffing and the operations of the three ambulance services in Carbon County; and

WHEREAS, the Carbon County Board of Commissioners recognizes the critical public safety function of ambulance services in the County and the financial challenges of these organizations; and

WHEREAS, the Carbon County Board of Commissioners held a public hearing on February 15, 2024, at which the public was afforded an opportunity to be heard regarding the proposed Ambulance Mill Levy; and

WHEREAS, below are the specifics of the Carbon County Ambulance Mill Levy:

Necessity: Fund the provision of both emergency and non-emergency ambulance response; emergency medical services; and other emergency services beneficial to the Citizens of Carbon County

Location: All incorporated and unincorporated areas of Carbon County

Activities: The levy would provide funding for costs re that may include workers' compensation coverage for emergency care providers on volunteer duty with the ambulance service or members of a paid or volunteer non-transporting medical unit defined in 50-6-302.

Administration: Board appointed by Carbon County Board of County Commissioners.

Duration: Permanent. The tax for the District would begin in 2024.

Revenue: \$1,1190,068 approximately per year at 18 mills.

Mills: Not to exceed 18 Mills.

Financing Method: Taxable Value (Section 7-11-1024(3)(a)(ii) of the Montana Code Annotated).

Annual Impact: Fair Market Value \$100,000 Home = \$24.30
 Fair Market Value \$300,000 Home = \$48.60
 Fair Market Value \$600,000 Home = \$145.80

Monthly Impact: Fair Market Value \$100,000 Home = \$2.03
 Fair Market Value \$300,000 Home = \$4.05
 Fair Market Value \$600,000 Home = \$12.15

NOW THEREFORE, BE IT RESOLVED, the Carbon County Commissioners hereby adopt Resolution of Intention 2024-____ stating the intent to hold an election on the 4th day of June, 2024 in conjunction with the Federal Primary Election to impose 18 Mills to finance Carbon County Ambulance Services.

NOW THEREFORE, BE IT FURTHER RESOLVED, if the County Wide Ambulance Mill Levy is passed, the Board of Commissioners will decline to levy the \$69.00 per lot fee for the Red Lodge Roberts Ambulance District in the years the Countywide Ambulance Levy is in place.

PASSED AND ADOPTED this 13th day of February, 2024.

Carbon County Commissioners

Scott C. Miller
 Commissioner Dist.#1

Scott Blain
 Commissioner Dist. #2

Bill E Bullock
 Commissioner Dist. #3

ATTEST

Macque L. Bohleen, Clerk and Recorder

RESOLUTION 2024-xx INTENT TO HOLD AN ELECTION TO ESTABLISH AN
 AMBULANCE SERVICE MILL LEVY

MAINTENANCE AGREEMENT

**peterson
quality
office**

2121 1st Ave South
Billings, Montana 59101
o 406.245.5151
f 406.245.7516
pqo@petersonqualityoffice.com
www.petersonqualityoffice.com



KONICA MINOLTA

Customer Information

Company Name _____

Address _____ City _____ State _____ Zip _____

Contact Name _____ Phone Number _____

Contract Details

Starting Date _____ Contract Term _____

Monthly Quarterly Yearly

B&W Allowance _____ Excess Rate _____

Color Allowance _____ Excess Rate _____

- Includes:
- Toner
 - Parts
 - Labor
 - Networking (Additional \$15/Month)

Total _____

DOES NOT INCLUDE PAPER OR STAPLES.

Make _____ Model _____ Serial Number _____ Unit ID _____

Location _____

Starting Copy Count _____ Black _____ Color _____

This authorizes Peterson Quality Office to maintain in proper operating condition all the machines listed in this agreement. For the service we agree to pay the current maintenance rate listed. The terms of this agreement are as follows:

- A. Service performed Monday through Friday from 8am to 5pm, excluding holidays.
- B. Provide coverage for all work excluding repairs made necessary by accident, neglect, theft, electrical power failure, or repairs resulting from service by personnel other than that of Peterson Quality Office.
- C. Provide electronic board repair or replacement for one year on A4 products and three years on A3 products from the date of the installation.
- D. Provide loaners, as needed, with no additional charge.
- E. Does not include coverage for problems incurred by using a non OEM (Original Equipment Manufacturer) toner or supplies.
- F. Moving of any equipment must be done by a Peterson Quality Office technician and can be billed at the discretion of Peterson Quality Office.
- G. Changes made to original setup and networking* will be charged at a per hour rate, unless opted into monthly networking coverage.
- H. Maintenance rate will be reviewed yearly and is subject to a 10% maximum increase.

Contract cancellation will be preceded by a 30 day notice, in writing, by either party.

Authorized Signature _____ **Date** _____

Service Representative _____ **Date** _____

*Networking is considered the network configuration of the equipment, the print driver configuration, and/or scanning configuration.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is dated this _____ day of _____, 2024.

CLIENT	CONTRACTOR
Carbon County Environmental Health County Administration Building 17 West 11 th Street P.O. Box 466 Red Lodge, MT 59068	Megan Spry Spry Consulting 615 W. Washington St. Lewistown, MT 59457

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the client.

- B. The Contractor is agreeable to providing such services to the Client on the term and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, this receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the “Services”):
 - Regulatory oversight of permitting and installation of wastewater treatment systems including septic permit applications and final permit approvals to ensure compliance with State and local regulations.; and
 - Review subdivision applications as a DEQ Contracted County, plats, and certificate of surveys for correctness prior to filing.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERMS OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force until either Party wishes to terminate this Agreement by providing 14 days' written notice to the other Party.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

6. The contractor will charge the Client for Services at the rate of \$130.00 per DEQ Review of Modified Lot Layouts (plus \$130 per hour if in excess of one hour) and \$390.00 for a new DEQ application or a DEQ COSA rewrite (plus \$130.00 per hour if in excess of three hours), (the "Compensation"). "Services" shall be defined as any time in which Contractor is providing agreed upon services to Client, including any travel time.
7. The Client will be invoiced every month.
8. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

REIMBURSEMENT OF EXPENSES

9. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
10. Pre-approval is not required for expenses.

INTEREST ON LATE PAYMENTS

11. Interest payable on any overdue amounts under this Agreement is charged at a rate of 1.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower. In the event that a collection suit is filed in order to collect on any unpaid invoices, Contractor shall be awarded reasonable attorney fees and costs.

RETURN OF PROPERTY

12. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

13. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

AUTONOMY

14. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

15. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear, and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

16. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Carbon County Environmental Health
P.O. Box 466, Red Lodge, MT 59068

- b. Spry Consulting

615 W. Washington St., Lewistown, MT 59457

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

18. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with the Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

20. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

21. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

22. It is agreed there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

23. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

TITLES/HEADINGS

24. Headings are inserted for the convenience of the Parties only and are not considered when interpreting this Agreement.

GENDER

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

26. This Agreement will be governed by and construed in accordance with the laws of the State of Montana.

SEVERABILITY

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in the whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

28. The waiver by either Party or a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

SIGNED this ____ day of _____, 2024.

Megan Spry
Spry Consulting

SIGNED this _____ day of _____, 2024.

Officer name:

Carbon County