



RESOLUTION NO. 2026-27

A Resolution Designating the County Administrator as Owner's Representative for County Facilities and Delegating Limited Authority for the Repair, Maintenance, and Operation of County Facilities and for the Short-Term Use of County Property

**THE BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, MONTANA
FINDS:**

WHEREAS, the Board of County Commissioners of Lincoln County, Montana (the "Board") exercises the powers of the County under the limitations and restrictions prescribed by law, including the management of County property under 7-5-2101, MCA; and

WHEREAS, the County owns and is responsible for the repair, maintenance, and operation of buildings, grounds, and other facilities, including the Lincoln County Campus occupied by Flathead Valley Community College, for which the 2001 Development Agreement assigns major repairs to the County; and

WHEREAS, the Board acts only as a body at properly noticed public meetings, and contractors, design professionals, and vendors performing work on County facilities require a single, identified representative with written authority to direct that work and bind the County within defined limits; and

WHEREAS, designation of an owner's representative with express written authority is standard practice in public and private construction contracting; and

WHEREAS, the County regularly receives requests for short-term use of County property, including incident staging for wildland fire agencies at J. Neils Park and camping in connection with community events, and these requests often require action on a timeline that does not allow for a regular Board meeting; and

WHEREAS, the County has customarily made its facilities available to federal, state, and local agencies and relief organizations for wildland fire, disaster response, and other public safety purposes, and a wildland fire incident may require use of County property for four months or longer depending on the severity of the fire season; and

WHEREAS, 7-8-2231, MCA, authorizes the Board to lease county property in the manner and for the purposes that, in its judgment, best advance the public benefit and welfare; and

WHEREAS, the Board employs a County Administrator whose duties include the central administration of County operations and the coordination of non-elected County departments; and

WHEREAS, 7-5-2301, MCA, requires published notice and competitive bidding before the County enters into a contract for construction, repair, or maintenance in excess of \$80,000, and the Board intends that any authority delegated by this resolution remain well below that threshold and subject to it; and

WHEREAS, the Board retains to itself the appropriation of funds, the award of contracts subject to competitive bidding, and all other legislative and policy decisions, and intends by this resolution to delegate only the administration and execution of work within limits the Board has set.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lincoln County, Montana, as follows:

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STATE OF MONTANA LINCOLN COUNTY

RECORDED: 10/08/2026 10:10 KOI: RESOLUTION

CORRINA BROWN CLERK AND RECORDER

FEE: \$0.00 BY: *Katie Anderson*

FOR: LINCOLN COUNTY BOARD OF COMMISSIONERS 512 CALIFORNIA AVE,



Section 1. Designation.

The County Administrator is designated as the Owner's Representative of Lincoln County for all matters concerning the repair, maintenance, and operation of County facilities. The County Administrator may designate in writing one or more County employees to act in the County Administrator's place for a specific project or facility. A designee's authority may not exceed, and is subject to every limit placed on, the authority of the County Administrator under this resolution.

Section 2. Authority Granted.

Within the limits of Section 3, the Owner's Representative may, on behalf of the Board:

- (a) direct contractors, design professionals, and vendors in the performance of work on County facilities, including scope, sequence, schedule, site access, and coordination with building occupants;
- (b) inspect work, reject nonconforming work, issue punch lists, and certify substantial completion;
- (c) issue notices to proceed on contracts the Board has approved;
- (d) issue written field directives and execute change orders on contracts the Board has approved;
- (e) enter into purchases, repair and maintenance contracts, and service agreements for County facilities;
- (f) review contractor pay applications and invoices and forward them, with a recommendation, into the County's claims process; and
- (g) serve as the County's point of contact with tenants, occupants, and other parties concerning work on County facilities.

Section 3. Limits on Authority.

- (a) New commitments. A purchase, contract, or service agreement entered under Section 2(e) may not exceed \$50,000 for any single project or undertaking.
- (b) Change orders. Change orders executed under Section 2(d) on any one contract may not exceed, in the aggregate, the lesser of \$50,000 or ten percent (10%) of the original contract price, unless the Board approved a larger contingency when it awarded the contract, in which case the approved contingency controls.
- (c) Competitive bidding. The Owner's Representative may not enter into any contract subject to 7-5-2301, MCA, and may not issue any change order that causes a contract to exceed the threshold in that section. Work may not be divided into smaller purchases or contracts for the purpose of remaining within any limit in this resolution or in 7-5-2301, MCA.
- (d) Appropriations. No commitment may be made unless an appropriation for it exists in the adopted County budget, and the Owner's Representative shall confirm the availability of the appropriation with the Finance Director before making the commitment.
- (e) Reserved matters. The following remain with the Board: final acceptance of work and release of retainage on contracts the Board approved; settlement or waiver of any claim, dispute, or right of the County; any change to insurance, bonding, or indemnification requirements; any extension of a contract term beyond one year; and any lease, license, or conveyance of an interest in real property, except short-term use agreements under Section 4.



- (f) Legal form. Any contract or change order that departs from the County's standard terms shall be reviewed by the County Attorney before execution.
- (g) Other jurisdictions. This resolution does not extend to facilities under the statutory jurisdiction of another appointed board except at that board's request. Work on facilities occupied by an elected official's office shall be coordinated with that official.

Section 4. Short-Term Use of County Property.

- (a) Authority. The County Administrator, or a County employee the County Administrator designates in writing, may enter into short-term lease, license, rental, and facility use agreements for County real property and facilities, including parks, grounds, and buildings, for purposes such as incident staging and camps for wildland fire and other emergency response agencies, event camping and parking, meetings, and community events. These agreements grant temporary use of property the County retains and continues to hold for public purposes.
- (b) Limits. Except as provided in subsection (g), the term of an agreement, including all renewals and extensions, may not exceed three months, and the total consideration under it may not exceed \$25,000. Both limits apply to every agreement. Successive or overlapping agreements with the same party for the same property may not be used to exceed either limit.
- (c) Rates. Agreements shall be at the rates in any fee schedule adopted by the Board. Where no adopted rate applies, the rate shall be not less than fair rental value, documented in writing at the time of the agreement. Any waiver or reduction of fees is reserved to the Board, except as an adopted fee schedule or subsection (g) provides.
- (d) Required terms. Each agreement shall be on a form approved by the County Attorney, or on the using agency's form after review by the County Attorney, and shall: prohibit permanent improvements or alterations without Board approval; require the user to restore the property and permit the County to require a damage deposit; require liability insurance naming the County as an additional insured in amounts set by the County Attorney; require the user to indemnify the County, except that where the user is a federal, state, tribal, or local government prohibited by law from providing indemnification, the agreement shall allocate liability to the extent the law permits; permit the County to terminate or relocate the use when required by public necessity or emergency; and be made subject to 7-8-2231, MCA, where that section applies.
- (e) Reserved matters. The following remain with the Board: any agreement exceeding the limits of subsection (b) or (g); any agreement granting exclusive possession of property needed for County operations; any agreement with a County officer or employee, or in which the County Administrator or a designee has a personal interest; and any agreement for property under the jurisdiction of another appointed board, except at that board's request.
- (f) Revenue. All revenue from agreements under this section shall be deposited with the County Treasurer and credited as required by law and as the Board directs.
- (g) Public safety and emergency response. Consistent with the County's customary practice, the County Administrator may enter into agreements for use of County property by federal, state, tribal, and local agencies, and by relief organizations working in coordination with them, for wildland fire suppression and incident support, search and rescue, disaster response and recovery, and similar public safety purposes. For these agreements:
 - (1) the term may run for the duration of the incident or fire season, but may not exceed six months in any calendar year for the same user and property without Board approval;

- (2) use may be provided without charge or on a cost-recovery basis, including utilities, services, and restoration of the property;
- (3) amounts received as reimbursement of the County's actual costs or for restoration of the property do not count toward the consideration limit in subsection (b);
- (4) the County Administrator shall coordinate use among agencies and organizations so that County operations and other public safety needs are not impaired; and
- (5) each agreement shall be reported to the Board at its next regular meeting, in addition to the monthly report required by Section 8.

Section 5. Emergencies.

When immediate action is required to protect life, safety, or County property, the Owner's Representative may take the actions necessary to address the emergency, subject to 7-5-2304, MCA. The Owner's Representative shall notify each Commissioner in writing as soon as practicable and shall report the action to the Board at its next regular meeting for ratification. An emergency commitment exceeding the limits of Section 3 requires action by the Board at an emergency or special meeting whenever it is practicable to convene one.

Section 6. Tenants and Occupants.

Nothing in this resolution assumes, on behalf of the County, any obligation that an agreement assigns to a tenant or occupant. At the Lincoln County Campus, the Owner's Representative directs work performed under the County's obligations; requests from Flathead Valley Community College concerning that work shall be made to the Owner's Representative, who shall address them within the limits of this resolution.

Section 7. Claims and Payment.

This resolution confers no authority to approve claims or disburse funds. All payments shall be made through the County's established claims process.

Section 8. Documentation and Reporting.

Every field directive, change order, notice to proceed, commitment, and use agreement made under this resolution shall be in writing and retained as a public record. The Owner's Representative shall submit a written report to the Board at its first regular meeting of each month listing each action taken during the preceding month, including the contractor or vendor, the facility and project, the amount, the budget line, and, for change orders, the cumulative total on the contract. For agreements under Section 4, the report shall list the user, the property, the purpose, the term, and the consideration received. The report shall be placed on the agenda for Board review and ratification.

Section 9. Existing Contracts.

This resolution applies to contracts in force on the date of its adoption. The Board directs that each contractor performing work on a County facility be notified in writing of this designation.

Section 10. Board Authority Retained; Revocation.

This resolution does not limit the authority of the Board, which may act directly on any matter within its scope. The Board may modify or revoke this resolution at any time by vote at a public meeting.

Section 11. Severability.

If any provision of this resolution is held invalid, the remaining provisions remain in effect.



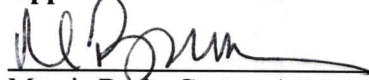
LINCOLN COUNTY
MONTANA

Section 12. Effective Date.

This resolution is effective upon adoption.

END OF RESOLUTION

Approved as to Form:



Marcia Boris, County Attorney

Date presented to the Board ~~September 23, 2026~~ ^{October 7, 2026} Approved ☒ Disapproved [] Amended []

Adopted this ~~23rd~~ ^{7th} Day of ~~September~~ ^{October}, 2026.

LINCOLN COUNTY BOARD OF COMMISSIONERS



Brent Teske, Chair

ATTEST



Corrina Brown, Clerk of the Board