

Browning Public Schools  
**Board Agenda Request**  
Meeting to Be Held: 1/25/23



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**Recognition:**   ☐ Students                      ☐ Staff                      ☐ Parents  
**Information:**   ☐ Building Report           ☐ Old Business           ☐ Superintendent's Report  
**Action:**        ☐ Resignation                      ☐ Hiring                      ☐ Contract Service Agreements  
                    ☐ Travel Out-of-State           ☐ Travel In State           ☒ Approvals  
                    ☐ Termination                      ☐ Legal Matters           ☐ Other:  
                    This action request pertains to ☐ Elementary (only)   ☒ High School/District Wide

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**Date:**        1/18/2023

**To**            School board Members

**From:**    Corrina Guardipee-Hall ED.S.  
**Title:**      Superintendent

**Subject: MOA w/Cutbank School District for Use of Their Baseball Field 2022-2023**

**Description:** Request to approve the MOA with Cutbank School District to use their baseball field, restrooms, and Scorers Booth for practices and games.

**Financial Impact:** painting the dugouts, repairing the bleachers, putting up railing, painting the field and small landscaping on field in leau of rental fee.

**Funding Source (Budget/grant, etc.):** athletic budget

**Attachment(s):** MOA, Informed Consent Agreement

**Approval:** Superintendent's Office/Finance/Personnel as applicable (Initial) \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Board Action:**   ☐ N/A (Info)    ☐ Approved    ☐ Denied    ☐ Tabled to: \_\_\_\_\_

Browning High School  
Athletic Department  
Baseball Field Use Agreement

THIS AGREEMENT made this 13 day of December, 2022 between Cut Bank Public Schools and Browning Public Schools.

RECITALS

1. Browning Public Schools has requested the use of Cut Bank Public Schools baseball field, owned by Cut Bank Public Schools for home games and practice; and
2. Cut Bank Public Schools is willing to allow use to baseball field under the specific conditions set forth herein:

NOW THEREFORE, in consideration of the payment of the fees as set forth, the parties agree as follows:

SECTIONS I

- A. The baseball field to be used is Cut Bank Public Schools field located at 64-98 Nyhagen Rd, Cut Bank, MT 59427 consisting of a baseball field, restrooms and scorers booth. The following equipment shall be use: (Check those which are applicable)
1. Baseball Field \_\_\_\_\_
  2. Restrooms \_\_\_\_\_
  3. Scorers Booth \_\_\_\_\_

SECTION II

THE BROWNING PUBLIC SCHOOLS AGREES TO THE FOLLOWING REQUIREMENTS

- B. Browning Public Schools shall be responsible for keeping the facilities in a clean condition, which includes picking up trash, and cleaning and maintaining the restrooms during and immediately after the use of the facilities and restoring the facilities to their conditions prior to use.
- C. Browning Public Schools shall hire its own score keepers and umpires.
- D. Browning Public Schools shall be responsible for spectator supervision and shall ensure that no glass containers are carried into any facility or onto the premises.
- E. Browning Public Schools shall be responsible for collecting any applicable fees from spectator and teams providing programs if any.
- F. Browning Public Schools will inspect the facilities prior to signing this Agreement and by signing this Agreement agrees to accept the same in their present conditions.
- G. Browning Public Schools will comply with any and all Ordinances and rules and regulations of Cut Bank Public Schools affecting the use of this facility. It is the responsibility of Browning Public Schools to inform themselves of any such Ordinances and rules and regulations.

### SECTION III

Fees for the use of the facilities shall be as follows:

Field Rental:

- A. Browning Public Schools will be responsible for the following maintenance of the baseball field in leau of paying rental fees:
  - 1. Browning Public Schools will repair and paint the dugouts at the field, repair and paint the bleachers, put up railing on the bleachers, paint and stripe the field prior to each game played, provide bases (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and home plate).
  - 2. Small landscaping of the field at the beginning of the season.
- B. Cut Bank Schools will be responsible for getting rid of the gophers and filling in the gopher holes. Field maintenance such as watering and cutting of the grass during the season.

### SECTION IV

All equipment belonging to Browning Public Schools must be removed from the facilities at the end of the event.

### SECTION V

Browning Public Schools shall indemnify and hold harmless Cut Bank Public Schools against any and all expense liabilities and claims of every kind by and on behalf of any person or entity arising out of the conduct or action of Browning Public Schools, its employees, agents or participants in any event sponsored by Browning Public Schools.

### SECTION VI

- A. Browning Public Schools shall acquire and at all times during the terms of this Agreement, maintain a policy of liability insurance approved by Cut Bank Public Schools Attorney endorsing Cut Bank Public Schools a named insured and providing the following minimum risk protection:
  - 1. For any injury to one person in any single occurrence the sum of \$350,000.
  - 2. For an injury to two or more persons in any single occurrence the sum of \$990,000.
  - 3. Property damage insurance against all damage to Cut Bank Public Schools facilities as a result of participant/spectator damages the sum of \$990,000.
- B. In the event that the Montana Government Immunity Act shall be amended increasing the liability limitations applicable to municipalities during the term or extension hereof, Browning Public Schools shall increase said amounts to comply with such minimum standards.
- C. In no event shall the signing of this agreement constitute a waiver of the liability limitations as set forth in the Montana Governmental Immunity Act.

## SECTION VII

If Browning Public Schools fails to abide by the requirements as set forth herein or if Browning Public Schools fails to notify Cut Bank Public Schools or cancellation of the event at least seven (7) days prior to the event Browning Public Schools shall forfeit the

### ASSURANCE STATEMENT

In signing, it is agreed to hold harmless Cut Bank Public Schools, its agents and employees against all expense, liabilities and claims of every kind by and on behalf of any person or entity arising out of the conduct or action of Browning Public Schools, its employees, agents or the participants in any event sponsored by Browning Public Schools.

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Signature

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Date

This is to certify that the ball park area and facilities have been inspected that they are clean and that the equipment to be used is in good condition prior to use.

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Browning Public Schools

This is to certify that the ballpark area and facilities have been cleaned to my satisfaction.

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Cut Bank Public Schools

This is to certify all equipment used has been returned and is in good condition.

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Cut Bank Public Schools