

Continuation of Summary Explanation and Background

During the past forty (40) years, the partnership enabled by the Agreement has benefited SBBC and the City, and the required rental payment in the current Agreement is one dollar (\$1.00) per year. Given this past trend, the City has indicated its desire to renew the Recreation License Agreement (RLA), (formerly known as Master Lease Agreement) with SBBC for twenty-five (25) years, and for the same rental payment.

This RLA is specifically written for City's use of outside located recreational facilities (ie, playgrounds, ballfields, handball and basketball courts, tennis courts, tracks, etc) owned by the SBBC. The comparison between the RLA and the Reciprocal Use Agreement (RUA) is that the RLA is for the use of outside located recreational facilities and does not include the use of indoor facilities. Additionally, the RLA delineates on a daily basis the specific start/end times when the recreational facilities will be under the City's control and by default, use of the facilities by residents of the City.

As to requirements of the RUA, anytime the City desires to utilize the indoor located school facilities (ie, classroom, auditorium, cafeteria, gymnasium, media center, etc.) and/or outdoor located recreational facilities (for schools that do not have an executed RLA) owned by the SBBC, the City has to submit an Exhibit C "Notice of Facility Use Form" which outlines the facility, date, and time the City desires to utilize the facility. Thus, under usage of facilities the RUA, is on a case by case basis as compared to the RLA which outlines a scheduled ongoing use of the outside located recreational facilities.