

Disclosure of changes from the current 2019 ILA (hereinafter referred to as “2019”) and the Parks and Recreational Board proposed changes (hereinafter referred to as “PR Proposed”). The highlighted language shows identified changes.

Current ILA - 2019	Parks and Rec – Proposed ILA
<p>7. Maintenance of Facilities. Oty shall at all times during the term of this Agreement and at its own cost and expense repair, replace and maintain the Facilities in a good, safe and substantial condition, safe from any defects which could be reasonably foreseen to cause injury to person. Each party shall use all reasonable precautions to prevent waste, damage or injury to the Facilities. The City shall be responsible for expenses related to utilities including electric and water. City shall be responsible for ensuring that the Facilities are maintained in a clean and orderly manner following each use of the Facilities by City. City shall be responsible for ensuring the Facilities are locked and secured following each use</p>	<p>7. Maintenance of Facilities. City shall at all times during the term of this Agreement and at its own cost and expense repair, replace and maintain the Facilities in a good, safe and substantial condition, safe from any defects which could be reasonably foreseen to cause injury to person. City shall use all reasonable precautions to prevent waste, damage or injury to the Facilities. The City shall be responsible for expenses related to utilities including electric and water.</p>
<p>9. Improvements by City and School Board. Any improvements to any School Board property covered by this Agreement, initiated by City, shall be approved by the School Board and in accordance with School Policy, in writing. Any improvements to any property covered by this Agreement, initiated by School Board, shall be approved by City in writing to the extent that City would bear any portion of financial responsibility for, or cost of, said improvements. Any improvements made become the sole property of the School Board unless otherwise agreed in writing. The School Board retains the right to improve the subject property as it sees fit at its sole discretion and expense.</p>	<p>8. Improvements by City and School Board. Any improvements to any School Board property covered by this Agreement, initiated by City, shall be approved by the School Board and in accordance with School Policy, in writing. Any improvements to any property covered by this Agreement, initiated by School Board, shall be approved by City in writing to the extent that City would bear any portion of financial responsibility for, or cost of, said improvements. Any improvements made become the sole property of the School Board unless otherwise agreed in writing. The School Board and the City will each pay 50% for any future turfing and sodding. The School Board retains the right to improve the subject property as it sees fit at its sole discretion and expense.</p>
<p>10. Access to the Facilities.</p>	<p>9. Access to Recreational Areas.</p>

A. The School Board and City agree that access by the general public to school recreational area sites is dependent upon (1) the requirements for use by the school during normal and special school hours, (2) the type of recreational facilities at the School, and (3) the desires of the general public as reflected in organized team sports concerns and individual, sporadic use on a non-scheduled basis. To that end, the School Board and City agree that, in consultation with the principal of the school, the parties will develop a mutually acceptable schedule of use which is to be included in detail and incorporated into this Agreement by reference. Each School shall have first priority when school-related events are scheduled.

B. To the extent times and dates of City access to recreational areas covered under this Agreement are not already specified by the mutually acceptable schedule of use mandated by Paragraph 10(A), City shall have the right to use said recreational areas after 5:30PM on days that school is in session. On days when school is not in session and the recreational areas are not otherwise being utilized by School Board, City shall have access to recreational areas after 8:00AM.

C. City shall permit no pets access to the Facilities and shall be responsible for ensuring same during periods in which the City is utilizing the Facilities.

D. School Board and City shall coordinate regarding the issuance of keys to the Facilities. To the extent necessary for City to have general access to the Facilities, School Board shall issue keys for locks maintained by School Board to City upon request. In no event shall City provide keys to the Facilities to any person without prior written authorization of School Board. City shall provide to School Board a copy of keys for all locks maintained at the Facilities by City. City shall maintain a list of all parties in possession of such keys, provide a regularly updated copy of said list to School Board.

A. The School Board and City agree that access by the general public to school recreational area sites is dependent upon (1) the requirements for use by the school during normal and special school hours, (2) the type of recreational facilities at the School, and (3) the desires of the general public as reflected in organized team sports concerns and individual, sporadic use on a non-scheduled basis. To that end, the School Board and City agree that, in consultation with the principal of the school, the parties will develop a mutually acceptable schedule of use which is to be included in detail and incorporated into this Agreement by reference. Each School shall have first priority when school-related events are scheduled.

B. To the extent times and dates of City access to recreational areas covered under this Agreement are not already specified by the mutually acceptable schedule of use mandated by Paragraph 10(A), City shall have the right to use said recreational areas after 5:30PM on days that school is in session with the exception of Horace O'Bryant School. The City shall have the right to use Horace O'Bryant School recreational areas after 6:00PM on days that school is in session.

C. City shall permit no pets access to the Facilities and shall be responsible for ensuring same during periods in which the City is utilizing the Facilities.

D. School Board and City shall coordinate regarding the issuance of keys to the Facilities. To the extent necessary for City to have general access to the Facilities, School Board shall issue keys for locks maintained by School Board to City upon request. In no event shall City provide keys to the Facilities to any person without prior written authorization of School Board. City shall provide to School Board a copy of keys for all locks maintained at the Facilities by City.

11. Utility Services. The City will assume responsibility for both the water and electric meters that service the recreational areas and the associated bills for irrigation and field lighting. The City agrees to place at each site at least one trash/garbage receptacle and to be responsible for the costs associated therewith, including the costs of disposal.

10. Utility Services. The City will assume responsibility for both the water and electric meters that service the recreational areas and the associated bills for water and sewage and field lighting. Except for Horace O'Bryant in which each party will be responsible for 50% percent of the water and sewage costs and 50% of the electric costs. The City agrees to place at each site at least one trash/garbage receptacle and to be responsible for the costs associated therewith, including the costs of disposal.