

Strategies for Relationship-Building, Scheduling, and Maintenance

Even after financial and liability questions have been resolved, a joint use agreement can be stalled by other issues.

Though challenges vary from place to place, research points to a few common areas where the agreements tend to run aground:^{106, 107}

- ▶ Establishing effective relationships with stakeholders, including unionized school-site personnel
- ▶ Scheduling access to facilities
- ▶ Understanding and allocating responsibility for maintenance and upkeep

In this chapter, we provide guidance on how to make sure joint use agreements are carried out smoothly. We explore strategies for engaging a variety of stakeholders early in the planning process, and ways to build lasting partnerships. We also consider some of the typical issues that may emerge, including scheduling access to facilities and maintaining good relationships with unionized employees and other personnel. Finally, we look at ways to avoid conflicts by clarifying each party's roles and responsibilities in maintaining facilities, and offer some suggestions for how to resolve conflicts when they do arise.

Building Relationships: Establishing a Work Group

Effective joint use agreements are grounded in strong working relationships. Staff overseeing the development of joint use agreements should take the responsibility of building relationships seriously. Overlooking or avoiding this aspect of the process could derail the agreement.

A joint use task force or staff work group can foster these important relationships. The City of Charlotte and Mecklenburg County in North Carolina established a joint use task force that offers a national model for engaging and coordinating key stakeholders effectively.¹⁰⁸ The task force, created by a joint resolution (described below), develops policy statements and processes for the joint planning and use of facilities in the Charlotte-Mecklenburg area.¹⁰⁹ Established in 1996, it includes representatives from two dozen agencies.

This community's vision for joint use extends beyond sports fields, gyms, and school property. The task force's expansive approach is reflected in the diverse composition of the group, which includes agencies charged with development of virtually every type of public facility.

Community Voices

Community participation is key in negotiating a successful joint use agreement. Suppose a school and the local parks and recreation department have agreed to keep the lights on at a basketball court throughout the evening, to give teens and others the opportunity to use it. Sounds like a great idea, right? But if a community has had problems in the past with teens gathering near the courts, there may be resistance. This concern should be discussed during the process of negotiating a joint use agreement: a security detail could be added, or programming could be incorporated to engage young people in a way that works for the community.

Charlotte-Mecklenburg Joint Use Task Force Participants¹⁰⁰

City Membership	County Membership	Other
Engineering	Real Estate	Six Mecklenburg Towns:
Real Estate	Finance	Huntersville
Budget and Evaluation	Park and Recreation	Cornelius
Fire	Libraries	Davidson
Police	Charlotte-Mecklenburg Schools	Mint Hill
Transit System	Community College	Matthews
Housing Authority	Budget	Pineville
Neighborhood and Business Services	Health	Not-for-Profits:
Utilities	County Manager's Office	Charlotte-Mecklenburg Housing Partnership
Stormwater Management		Arts & Science Council
Transportation Planning		Historic Landmarks Commission
City Manager's Office		

Diverse representation ensures broad agency and community buy-in. When groups are given the opportunity to learn about plans for local facilities and participate in the decision-making process, they're more likely to be amenable to joint use agreements. In fact, they may become effective spokespeople at the ground level, championing the merits of an agreement among their peers. And if the task force engages in long-term planning for the joint use of community facilities, including multiple perspectives increases the likelihood that the group will produce a nuanced and responsive plan for joint use that meets the community's needs.

The Composition of the Work Group

The first step in developing an inclusive and effective work group is determining who should participate. Here are some questions to ask as you begin shaping your joint use work group:

- ▶ What stakeholders represent the facilities being considered for the joint use agreements?
- ▶ What sort of validation would be desirable or necessary (e.g., approval by

elected or appointed bodies) in order to form and legitimize the work group?

- ▶ How do we go about obtaining that validation?
- ▶ Who will staff the work group?
- ▶ Who will be responsible for the negotiation and monitoring of the contract?
- ▶ Who will maintain the relationship and communication between/among parties?
- ▶ Who is responsible for maintaining the premises and/or making repairs?
- ▶ Who will implement programming at the site?
- ▶ Which community members, businesses, and institutions might have a stake in a joint use agreement?

Institutionalizing the Work Group

In addition to deciding who will be part of the work group, the parties also must decide how to legally formalize it. This serves to institutionalize the work group, stabilizing its structure and making it more likely to endure regardless of local political changes. Again, Charlotte-Mecklenburg provides a useful model. There, the relevant governmental bodies used a local policy tool – a resolution – to institutionalize the joint use task force so that even if there were staff turnover, the group would continue to exist and function.

Local governments often use resolutions to set official policy, direct internal operations, or establish a task force to study an issue. Resolutions can be a good first step in encouraging collaborative relationships among public agencies, nonprofits, and other organizations to expand access to recreation facilities and related programs.

Charlotte-Mecklenburg’s resolution was adopted in 1995, and it was amended by a second resolution in 2000.¹⁴⁴ The amended resolution endorsed the concepts of joint facility planning and joint use, recognized that cost savings can be achieved through joint use, and noted that decisions related to these types of community resources must be coordinated.



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**JOINT RESOLUTION
PROMOTING AND ENHANCING JOINT PLANNING AND
JOINT USE POLICY AND PROCESS**

WHEREAS, in 1995 the Board of County Commissioners, City Council, Board of Education, Central Piedmont Community College, and the Public Library adopted resolutions strongly encouraging joint planning and joint use; and

WHEREAS, in 1996 a Joint Use Task Force of public agencies was organized and began meeting monthly; and

WHEREAS, the Joint Use Task Force has initiated several successful joint use projects: LaSalle Street Library as a satellite center for Police, Community Improvement, and Housing Code Enforcement; Ballentyne School/Park/Fire Station project; the North Tryon Library/Police Service Center; and the Greenville School, Park, and Neighborhood Center development; and the Government District Joint Facilities Master Plan; and

WHEREAS, Mecklenburg County has capital needs projected to total \$3.3 billion through the year 2009 and the City of Charlotte has \$3.9 billion in needs through the year 2010; and

WHEREAS, public agencies are presently developing long-range facility master plans for transit, schools, parks, libraries, and the government district of the Center City Plan; now, therefore, be it

RESOLVED that the Mecklenburg Board of County Commissioners, the Charlotte City Council, the Charlotte-Mecklenburg Board of Education, the Central Piedmont Community College Board, and the Board of the Library of Charlotte and Mecklenburg County would continue to promote and support the Joint Use Task Force in developing a strong joint planning and joint use program; and be it further

RESOLVED that the above entities direct their individual departments/agencies to biennially update the department's ten-year facility master plan which will: serve as the foundation for development of their long range capital needs and CIP; identify potential joint use opportunities; support adopted land use plans; and integrate the departmental planning process into a comprehensive and strategic City/County planning process.

ADOPTED the 25th day of September, 2000.

Setting the Work Group's Vision

Like any group that involves a diverse membership, the work group should have a clear vision and shared goals. In Charlotte-Mecklenburg, the resolution lays out the broad vision the task force shares for local resources. In most communities, setting up joint use agreements will require coordination and cooperation among multiple existing agencies. More than likely, there will be politics involved in moving agreements forward; one agency will need to give something up while another gains something. Advocates for joint use need to educate themselves about local and interagency politics by talking to key stakeholders and learning about any past attempts to put joint use agreements or other similar collaborative agreements in place in the community.

To that end, Charlotte-Mecklenburg's joint use task force has developed a series of "screening questions" to help the task force evaluate whether specific projects or properties are suitable for joint use agreements.

Charlotte-Mecklenburg Screening Questions:¹¹²

- ▶ Is the land publicly owned?
- ▶ Is the land available, and what's its status? (Is it for sale? Is it in probate?)
- ▶ What uses are a good fit for the land or facility?
- ▶ Are funds required to support a joint use agreement? Do the partners have access to necessary funds?
- ▶ Is coordination possible?
- ▶ What type of joint use is possible?
- ▶ What obstacles exist?
- ▶ Can those obstacles be overcome and at what cost?
- ▶ Do the advantages outweigh the challenges?

With this screening process and its ongoing work to coordinate the use of a wide range of facilities, Charlotte-Mecklenburg's joint use task force has helped reduce operational costs borne by certain agencies for underutilized facilities, ensured better cooperation among agencies, and built awareness around joint use issues and opportunities.



“What needs to come first is a reasonable win-win agreement between reasonable adults. Each party must see this as an opportunity. If one or the other feels used, putting it in writing won't help. Nor will it be successful.”

– Mike Raible, Executive Director of Planning and Project Management, Charlotte-Mecklenburg Schools

Scheduling Access to the Facility

Joint use advocates face special concerns when developing and implementing agreements with school districts, which see school buildings and property as being first and foremost for student use. State laws frequently support this view. School principals or coaches may want to limit public access to property like gyms or fields to protect the district's investment in these spaces. They may also want to be able to schedule activities at times that suit their needs. School coaches, for instance, may block out more time than necessary to ensure the facilities will be available, and school officials may cancel public use of their facilities to accommodate last-minute school activities. So how can partners work together to ensure that the scheduling of both school and community activities runs smoothly?

Every successful joint use partnership must be sensitive to the needs of those most directly affected by the agreement. Even though joint use agreements are usually written at the district level, school personnel typically control access to facilities on school grounds. The superintendent may sign the agreement, but the principal, coach, or custodian has the keys. School personnel put a lot of hard (and sometimes unpaid) work into their schools, including buying equipment for their facilities. It is critical to respect their position and give them the confidence that their facilities will be carefully maintained by users. Being sensitive to school personnel will likely make them more amenable to compromise in developing policies for scheduling.

Joint use partners also can use regular meetings to plan for their scheduling needs. In Charlotte-Mecklenburg, every joint use agreement requires an annual scheduling meeting between signatories, during which the schedule is determined for the upcoming year (with provisions for amendments, should an emergency occur). In most cases, school principals know a year in advance when the school needs to schedule the joint use venue. A 12-month calendar clearly designating school dates and availability is copied and shared among the relevant parties.

Many communities include detailed information about scheduling in exhibits attached to the joint use agreement. The table on the next page, for example, is Exhibit B of a joint use agreement between the City of Fresno, California, and the Fresno Unified School District (FUSD). It clearly delineates a minimum period during which the city has priority rights to schedule the facilities at the seven schools covered by the agreement; it states when the general public will have access to outdoor facilities for non-programmed activities; and it lists the acceptable exceptions to these rules.



Exhibit B
Minimum Periods During Which City Has Priority Right to Schedule Use of District High School Athletic Facilities
April 1, 2008, through March 31, 2013

School	Non-Stadium Tracks and Adjacent Fields (Bullard, Edison, Fresno, Hoover and Roosevelt)	Stadium Tracks (McLane and Sunnyside)	All Tracks and Adjacent Fields and Both Stadiums	General Public: Non-Programmatic Recreational Uses of Athletic Facilities
	School Year		Summer	All Year
Bullard	M–F: 6–10 pm S/S/H: 8 am–10 pm		M–F: 3–10 pm S/S/H: 8 am–10 pm	Dawn to dusk. Until 10 pm, if City and District agree to split cost of track lights 50/50.
Edison	M–F: 6–10 pm S/S/H: 8 am–10 pm		M–F: 3–10 pm S/S/H: 8 am–10 pm	Dawn to dusk. Until 10 pm, if City and District agree to split cost of track lights 50/50.
Fresno	M–F: 6–10 pm S/S/H: 8 am–10 pm		M–F: 3–10 pm S/S/H: 8 am–10 pm	Dawn to dusk. Until 10 pm, if City and District agree to split cost of track lights 50/50.
Hoover	M–F: 6–10 pm S/S/H: 8 am–10 pm		M–F: 3–10 pm S/S/H: 8 am–10 pm	Dawn to dusk. Until 10 pm, if City and District agree to split cost of track lights 50/50.
McLane		M–W: 3–10 pm (football season) M–F: 6–10 pm (track season) S/S/H: Available most days	M–F: 3–10 pm S/S/H: 8 am–10 pm	
Roosevelt	M–F: 6–10 pm S/S/H: 8 am–10 pm		M–F: 3–10 pm S/S/H: 8 am–10 pm	Dawn to dusk. Until 10 pm, if City and District agree to split cost of track lights 50/50.
Sunnyside		M–W: 3–10 pm (football season) M–F: 6–10 pm (track season) S/S/H: Available most days	M–F: 3–10 pm S/S/H: 8 am–10 pm	

M–F: Monday through Friday
M–W: Monday through Wednesday
S/S/H: Saturday, Sunday & Holidays

Exceptions:

Football starts 8/11/08. FUSD scheduled events; i.e., middle school games on Saturday, through first weekend in November. Summer football workout schedule determined in April. Times may vary.

McLane and Sunnyside stadiums: FUSD scheduled events. Thursday and Friday evenings blocked due to football games; Saturday middle school football games through early November; band competitions. FUSD football camp days TBD. May have physical education classes in stadium after 3 pm.

District, City, or Community use of facilities for youth activities/programs shall have priority over City's use of facilities for its adult activities/programs.

Even when a master joint use agreement covering multiple facilities is in place, there are no guarantees that partner agencies will have access to specific facilities at specific times unless the agreement provides a clear statement of which partner will access which facility at which time and with what exceptions. When school property is involved, the partners need to

set up rules of prioritization. A task force or similar body should establish clear prioritization rules; schools and youth-focused uses would likely get first priority, as those groups' missions are most closely aligned with the school's mission.

Schedules are critical, but these alone do not guarantee the gates will be unlocked when they are supposed to be. School staff members, including custodians, coaches, and principals, need to support the joint use of "their" facility by showing up and letting you in. Getting to that level of support will require strong relationship-building efforts – time-consuming and "soft" tasks typically considered outside the job descriptions for most public or nonprofit agency personnel.

While joint use agreements usually do not start with an exchange of keys and alarm codes, trust increases as both parties fulfill their obligations. A written agreement that sets clear expectations lays the groundwork for a long-term relationship based on mutual gains and trust.

Staffing Issues

School district staff members are often unionized, and unions should be involved throughout the process of negotiating joint use agreements. Issues such as salary, overtime pay, and funds for maintenance and operations can and should be addressed in the negotiation process, especially when volunteers during joint use hours might handle some tasks that unionized labor performs during school hours.

It's important to have some knowledge of how unions are structured. Unionized workers are organized into *bargaining units*, groups of employees represented by a single labor union. All bargaining units operate under contracts negotiated with their employer. These contracts outline salary and benefits for the unit and, in most cases, clearly lay out work rules. Bargaining unit leaders and members tend to be concerned about changes that could adversely affect their salary, benefits, and work hours. If the contract precludes any volunteer work, reopening the contract to change that language cannot happen until the next negotiation cycle. Ignoring or violating the contract could leave the agency open to a union action, which may result in negative publicity and bad relations with the workforce and union leadership – and could ultimately rule out future joint use activities.

However, if there is nothing in the contract that specifically precludes the use of volunteer labor, sit down with the bargaining unit leadership (and the local union leadership, if appropriate) and present the plan.

Although this section places a special focus on working with unions, many of the concepts apply to working with staff members from a variety of agencies.

Some tips on establishing clear communication with unions:

1. Review and become familiar with the contracts that govern the rules under which union labor works.
2. Engage the union representatives early in the negotiating process.
3. Ensure that all relevant bargaining units are represented in negotiations.
4. Keep the unions updated and involved throughout the duration of the joint use agreement (especially when concerns arise and when the agreement is renewed or comes to an end).

Presenting the joint use idea to the union at the beginning of the negotiation process increases the likelihood that union members will be on board and provides the union with the opportunity to contribute to the success of the agreement from the outset.

Meetings with bargaining unit leadership should be scheduled as early in the negotiation process as possible. This gives all parties an opportunity to review plans for the joint use agreement in the context of the bargaining unit's contract, and allows both sides to raise any concerns they may have about the agreement and its implementation.

Different types of employees may be represented by different bargaining units (possibly even different unions), so be sure all relevant units and unions are invited to the initial meeting. In addition, each agency's relationship with its bargaining unit is unique, so it is important to take into account whether meeting with unit leadership is adequate. If the relationship is such that it is usual or proper to bring in representation from the unit's local union, the initial meeting is the time to do that.

Make a plan for keeping unions informed, and stick to it. It may make sense to ensure that the unions are represented on the joint use task force or working group. Keep union representatives involved at every step of the process to eliminate any surprises (for instance, alerting them to modifications that arise during negotiations) and to ensure that all the stakeholders – within the union or the agency – have consistent information and adequate opportunities to respond to the joint use proposal.

Once the joint use agreement is in place, have regular meetings with union representatives to ensure open communication and to evaluate how things are going.



Maintenance and Upkeep

The final issue that often obstructs the implementation of a joint use plan, especially at school sites, is the question of maintenance and upkeep. While schools are public facilities, school staff – teachers, principals, coaches, and custodians – are uniquely invested in the upkeep of the premises. When the school day begins, they are the ones who have either the pleasure of seeing a facility that is at least as well-kept as when they left it the previous afternoon or the dismay of finding unkempt restrooms, littered ball fields, or overturned benches. School staff are naturally protective of “their” facilities, and they commonly express concerns about having to deal with vandalism, damage, or poorly maintained facilities due to other users not taking appropriate care.

Joint use agreements can be as simple or complex as the negotiating parties desire, or as circumstances dictate. One strategy to guide the maintenance and protection of facilities might be to spell out in the agreement exactly what constitutes “maintenance.” Is it sweeping floors, locking doors and gates, and making sure soccer balls are inflated? Or in the case of classroom use, does it include returning desks and chairs to a particular formation?

The details may seem a bit daunting, but it is not uncommon to run into challenges as a result of not fully understanding how each party defines maintaining the facility and the materials in it.

As with scheduling, there are ways to make sure facilities are well supervised after school hours, and ways to establish *up-front* which party – the school or its joint use partner – will assume responsibility for maintenance and upkeep. Joint use agreements often include protocols for ensuring that school staff will find classrooms, gyms, and fields in the same condition they were left the previous day. Agreements also may include clauses that stipulate reasonable time frames for repairs and maintenance.

The following excerpt from a joint use agreement between the Board of Trustees of the Grand Rapids Community College and the City of Grand Rapids, Michigan, stipulates each partner’s responsibility for on-site supervision, maintenance, and repairs:

Excerpt

Supervision of Programs: Each party shall provide appropriate on-site supervision, provided by their own employees, for all programs conducted at the other parties’ facilities. Either party may request information regarding the supervision plan prior to an event. In certain situations, the parties may determine that conditions warrant the host party providing supervisory or other staff. Based on mutually agreeable arrangements, these expenses may be supported by the requesting party. In any case, such arrangements must be mutually developed and agreed to in advance by the parties.

Restrooms and Locker Rooms: Each party agrees to make locker rooms available for those who need them on each other's premises immediately before, during, and immediately following any scheduled activity or events. Additionally, the parties agree to make rest rooms available for members of the public who attend each activity or event. Each party agrees to maintain said locker rooms and rest rooms and to keep them in good sanitary condition. At the request of the requesting party, the host facility agrees to provide for security to these areas during activities and events, or to provide the requesting party with the means to handle this function themselves, such as keys or access cards as may be necessary.

Maintenance and Repair of Facilities and Equipment: Mowing, fertilizing, water, and other routine maintenance and repair, and/or replacement or upgrade of facilities and equipment shall be the responsibility of the owner; however, either party may agree to maintain or provide for the updating of facilities or equipment at facilities owned by the other party. It is agreed and understood that any facility upgrades, or additional equipment that either party wishes to provide for the facilities of the other must be mutually agreed upon by the parties in advance of the work, and must go through each parties [sic] respective approval processes. Repairs or replacement that is the result of misuse or improper handling shall be the responsibility of the party that caused the damage. The City and College shall agree to meet annually to discuss maintenance responsibilities for facilities.

When the needs of the requesting party outstretch the ability of the owner to provide for routine maintenance or upkeep, or if weekend operations are beyond the scope of the owner's normal operation, the site owner does agree to allow the requesting party the option of performing these tasks. Detailed activity or event needs shall be mutually worked out by the parties in advance, and responsibility for the performance of related tasks identified. The owner may elect to perform some or all tasks with the requesting party agreeing to reimburse for associated expense.

Each party agrees to properly and efficiently maintain all utility support for its respective facilities. This includes heating and air handling, cooling when and where possible, lighting for both interior and exterior areas, as well as all competition areas, and water for all needs such as rest room use, team use, grounds, and public consumption.

Vandalism or Theft: Each party shall be responsible for any loss or damage to property or equipment due to vandalism or theft which occurs when the party is using the other party's facility.¹¹³

Working Through Conflicts

In many cases, conflict between partners can be minimized or avoided altogether by carefully planning for and working through these critical issues of stakeholder involvement, facility access, and site maintenance and upkeep. But if conflicts arise, they're best addressed early on. It's often easy enough to reach out to the local contact at the school or parks department (or other joint user) to have a conversation about the issue at hand. The other party may not even be aware that a problem exists.

In addition, there should be regular meetings of the joint use work group to discuss how satisfied everyone is with how the agreement is being carried out. The meetings provide opportunities to review successes and address areas of concern before they become larger problems, and to incorporate lessons learned into future joint use agreements. Finally, joint use partners should consider leaving room in the agreement to renegotiate the terms of the contract. Establishing a process to renegotiate based on emerging needs provides another useful way to resolve conflicts that may not have been addressed or spelled out clearly in the first drafting.

A Living Tool for Communication

As a rule, a successful joint use agreement thoroughly documents the outcome of a negotiation process that included everyone who controls access to the facilities, raised all of the critical issues, and produced solutions that were mutually affirmed.

Agreements can contain a host of exhibits documenting solutions to issues that were raised during negotiation. These might include fee schedules, detailed lists of those who are (or aren't) allowed to have keys to the facility, methods of dispute resolution, and provisions for renegotiating the agreement – the latter being key for keeping the lines of communication open throughout the life of the agreement. In Vallejo, California, for instance, a joint use agreement between the city's recreation department and schools contains a "periodic reviews and revisions" clause, which states that the partners agree to review the agreement every

three years, making revisions only with the mutual written consent of both parties.¹¹⁴

Clear lines of communication are essential for a healthy joint use agreement, and regularly revisiting the agreements can guard against the lapses in communication that lie at the heart of failed partnerships. In the town of Anderson in Shasta County, California, a joint use agreement states clearly that the terms "may be modified at any time by the mutual consent and written agreement of the respective parties."¹¹⁵

Joint use agreements that serve as a tool for ongoing communication among schools, city or county agencies, and nonprofits – documenting mutually agreed-upon solutions to concerns raised by each – can go a long way toward providing communities with safe, clean, and reliable opportunities for physical activity.