

Case Studies

Joint use agreements vary greatly in scope, shaped largely according to the character of the community they are designed to serve. This chapter looks at how joint use agreements expanded opportunities for exercise in six very different communities across the nation.

Boston, Massachusetts

Population	617,594
Development pattern	High-density city
Population density	12,760 per square mile of land
Median household income	\$39,629
Partners involved	City of Boston Boston Public Schools Boston Schoolyard Funders Collaborative Boston Schoolyard Initiative

Many Boston schoolyards were paved over in the 1950s when city leaders discovered that asphalt cuts down maintenance costs. This left many of the city’s schools – which serve roughly 56,000 students, 72 percent of whom are eligible for free or reduced lunch – without any available green space. Many of the playgrounds built after the 1950s were set on top of asphalt surfaces.

Today, a large-scale partnership between the city, private donors, a schoolyard nonprofit, and the public school system is improving play opportunities for Boston’s children. Launched in 1995, the partnership uses informal agreements to guide its efforts.

In 16 years, 81 schoolyards have been revitalized into vibrant spaces that encourage both playing and learning; a multi-subject curriculum helps educators teach math, writing, science, and more using these playgrounds. More than 25,000 children have been reached, and the spaces are open for neighborhood enjoyment. And all that asphalt? More than 130 acres have been reclaimed.

“I was amazed at how well the original documentation works,” says Myrna Johnson, the executive director of the Boston Schoolyard Initiative. “One of the guiding documents – the first task force



report written in 1995 – continues to guide our work. There are no hard-copy versions around anymore, but I have a scanned version, and I hold onto it like the Bible.”

The task force report came about in the early 1990s when the Boston Globe Foundation wanted to award grants to community groups to improve the city’s environment. Its executive director, Suzanne Maas, established the Urban Land Use Task Force to gather input from private and public health, housing, and community organizing groups, along with school administrators, community members, environmental advocates, health professionals, and other funders. Schoolyards quickly surfaced as one of the group’s five top priorities.

The local philanthropy community also got involved, spearheaded by the Boston-based The Philanthropic Initiative (TPI). With private foundation and individual funding sources, constituent support, and organizational backing, the Boston GreenSpace Alliance (a nonprofit dedicated to protecting the city’s parks and open spaces) reached out to Mayor Thomas Menino in 1994 and asked him to use his political clout to further their cause.

The groups decided to establish the Boston Schoolyard Initiative (BSI), which would work directly with schools to design and complete projects. It would be supported by a private entity, the Boston Schoolyard Funders Collaborative (BSFC). BSI launched in 1995 as part of a five-year initiative. The mayor committed \$10 million in city funds over five years to the initiative.

From the beginning, BSI envisioned these playgrounds as both play and educational spaces. “Their proximity to schools cries out for a higher degree of interactivity, and they offer us the opportunity to combine recreation, creative play, and academic learning,” BSI notes in its literature.

The features of each space are colorful, interactive, and unique to that particular community. All use engaging focal points geared toward both students and local residents. Some spaces may feature brightly colored artwork. In some schools children elect to have maps of the globe painted on the asphalt. Each of the redesigned playgrounds includes built structures and play equipment. Some include natural elements like boulders, trees, grass, and other plants.

Features in the schoolyards are integrated into the curriculum. Tracks around the school offer math teachers the opportunity to teach students about circumference. Timing children as they run around the track can teach students how to calculate miles per hour.

Every three years, the groups meet to select which schools will receive new schoolyards, and how much money each group will contribute. A memo then goes to the mayor’s office for his approval, but the working group makes the choices and then moves forward with the plans.

“Our relationship with Boston is rather informal,” Johnson says. “We have an application and review process that helps us make decisions involving the city, Boston Public Schools, and the Boston Schoolyard Funders Collaborative – the three groups that make up the Boston Schoolyard Initiative. But there are really no legal documents guiding the collaboration.

“In some ways it’s an asset, because it allows us to be very flexible,” she adds. “Joint use agreements are now in vogue. But these projects were always designed to serve the broader community, not just the school. So the joint use approach is just built into the process.”

The BSFC pays for staffing the initiative and is increasingly supporting capital costs, plus a planning grant for schools. The city currently contributes about \$3 for every \$1 in private funding on the capital side. But when you include private funding for educational programming, the ratio is closer to \$2 to \$1.

The yearly capital investment in the BSI is estimated at \$1.1 million from the city and \$300,000 from the Funders Collaborative. The BSFC also invests at least \$150,000 annually in education programs.

The original plan was for a five-year public commitment. But with continued support from both private funders and the public, the program is ongoing. BSI currently has three projects in the planning phase; when construction is complete, nearly 90 Boston schools will enjoy creative outdoor play spaces.

With the schoolyard renovation process going smoothly, BSI is able to focus increasingly on curriculum development. Communities across the country are now modeling their own curriculum after the city’s innovative approaches.

“Boston has led the way on making curriculum connections between science and writing,” Johnson says. “I think it’s very exciting – we’re harvesting the power of the schoolyard to deepen student learning.”

Greenbelt, Maryland

Population	21,456
Development pattern	High-density small city
Population density	3,586 per square mile
Median household income	\$46,328
Partners involved	Two homeowners' associations One homeowners' cooperative (similar to an HOA) City of Greenbelt

Greenbelt was the first U.S. federal housing project. It was designed in 1935 as a complete city, with businesses, schools, roads, and recreational facilities, and built as part of President Franklin D. Roosevelt's Emergency Relief Appropriation Act. The original plan emphasized a pedestrian-friendly downtown, along with playgrounds, ball fields, and open space, most of which still exists.

From its inception, Greenbelt has valued civic engagement. The first families to live in Greenbelt were chosen based on income criteria as well as a demonstrated willingness to participate in the life of the community. In 1953, when the federal government turned over the housing portion of the town to the citizens, Greenbelt formed a housing cooperative and continued to function collaboratively, forming a cooperative baby-sitting pool, nursery school, and kindergarten.

With the privatization of Greenbelt's homes, some of the playgrounds became city property while others became the property of new homeowners and the housing cooperative. There were a number of small separate playgrounds that overlapped both city and housing co-op property lines.

In the 1980s, the city and the housing cooperative, now named Greenbelt Homes Inc. (GHI), formalized a joint use agreement for playgrounds. Previous understandings regarding playground ownership lines and maintenance responsibility between the city and GHI had been informal.

As part of this joint use agreement, the city agreed to be responsible for playground maintenance, and GHI took responsibility for mowing grass and trash removal. In exchange for the city providing maintenance, playgrounds were opened to the broader public from dawn until dusk.

The city gradually added new construction and additional homeowners' associations (HOAs). By 2000, HOAs owned 25 of the 66 playgrounds in Greenbelt. When the city began discussing a plan to renovate existing playgrounds within GHI – but not within other HOAs – the new HOAs argued that GHI should not get preferential treatment.

The city soon agreed to create joint use agreements with all HOAs in Greenbelt. The result has been a significant increase in both the quality of and access to play space in the city.



In keeping with its culture of collaborative decision-making, the city took three years to create the memorandum of understanding (MOU). The process of meeting with HOAs, community members, and council members was “long, intense, and complicated,” says assistant city manager David Moran, but it created MOUs that are “still working out very well.”

One of the smartest decisions, he said, was hammering out agreements at an administrative level with people who do the actual playground maintenance. They made sure that each agreement addressed things unique to each playground – a particular type of fencing or signage, for example.

The updated agreement was modeled after the 1987 joint use agreement, but more comprehensively addressed insurance and liability concerns. It also detailed cost-sharing. The city covers 75 percent of anticipated costs for new equipment, new surfacing materials, and periodic replenishment of surfacing, and the HOA covers 25 percent. The HOA is solely responsible for landscaping, trash, lighting, fencing, and benches.

The agreements have encouraged HOAs to invest their own funds in the play spaces. For example, one HOA invested just a few thousand dollars in the two decades before the joint use agreements. Since the agreements, the HOA has spent more than \$150,000.

The HOAs are pleased with the joint use agreements. The city was intentionally designed so that clusters of homes basically surround an HOA’s playground. But even given this development pattern, anyone who might want to use another HOA’s playground – for whatever reason – can now do so.

“The city gets upgraded playgrounds with access for everyone, and it’s a pretty good deal for the HOAs, which contributes to its success,” Moran says. “You don’t have people griping when you’re offering them a 75 percent grant program. They find a way to make it work.”

Here is the generic agreement language the city uses to establish the joint use agreements with the HOAs:

Excerpt

**PLAYGROUND USE AND MAINTENANCE
AGREEMENT**

This AGREEMENT is made this ____ day of _____ by and between the City of Greenbelt, Maryland, a body corporate and politic in the State of Maryland (hereinafter “City”) and _____ (hereinafter Playground Owner).

WITNESSETH:

WHEREAS, the City desires to provide public access to playgrounds throughout the City and ensure that the playground equipment and surfacing is consistent with generally accepted guidelines such as Consumer Product Safety Commission (CPSC) and Americans with Disabilities Act (ADA) guidelines, and;

WHEREAS, the City is willing to maintain playground equipment and surfacing at privately owned playgrounds in exchange for long-term public access, and;

WHEREAS, the Playground Owner is willing to grant an easement allowing long-term public access in exchange for City maintenance of playground equipment and surfacing, and;

WHEREAS, this Agreement provides for such a relationship.

NOW THEREFORE, in consideration of the mutual covenants contained herein including execution of an easement document, the parties agree as follows:

1. This agreement covers the playground(s) described as follows:
[insert description of playground(s)]
2. As City staff and financial resources allow and at its sole discretion, the City agrees to:
 - A. maintain/modify existing playground equipment
 - B. maintain/modify surfacing materials
 - C. purchase and install new equipment
 - D. purchase and install new surfacing materials

The above work must be done Monday through Friday between the hours of 7:00am and 6:00pm. Work outside of these hours requires permission from the Playground Owner.

3. The City will inspect the playground and play equipment on a regular basis. At a minimum, inspections will be conducted annually.
4. Playground Owner will be required to reimburse the City for twenty-five percent (25%) of the total cost (equipment, materials & labor) for the items listed below. The City is responsible for any equipment maintenance and repair costs.
 - A. new playground equipment
 - B. new surfacing materials
 - C. periodic replenishment of surfacing materials
5. The City will determine playground equipment and surfacing needs based upon generally accepted guidelines such as those established by the CPSC and ADA, available staff and funding resources, and playground needs throughout the City. The City shall consult with the Playground Owner before adding or

replacing any play equipment or surfacing, but decisions by the City regarding surfacing and equipment will be final. Owner agreement is desired, but not required.

6. The City may not eliminate any playground equipment or playgrounds without obtaining the written permission of the Playground Owner. This provision does not apply to playground equipment deemed hazardous under the aforementioned guidelines.
7. The City shall be responsible for procuring and maintaining liability insurance on the playground and related playground equipment as described above and shall add Playground Owner as an additional insured. The Playground Owner shall be responsible for maintaining appropriate liability insurance on the playground.
8. The Playground Owner is responsible for maintaining the grounds, landscaping, trees, trash receptacles, trash collection, fencing, benches, lighting, etc. Failure to do so shall, after thirty (30) days written notice by the City, terminate this Agreement, at the sole discretion of the City. Where required, fences and benches must meet generally accepted guidelines such as those established by the CPSC.
9. The Playground Owner agrees to give an easement to the City allowing for equipment installation, equipment maintenance and public access as needed. The easement must be executed within thirty (30) days of the execution of this agreement. Failure to do so nullifies this agreement. The easement term must be for 20 years.
10. Playground must be available to the public 7 days a week, from dawn to dusk, 365 days per year. Playground Owner must allow the City to install a sign at the playground indicating that the playground is City maintained and open to all City residents.
11. This agreement shall be in effect for a period of 20 years.
12. If a Playground Owner wishes to terminate this Agreement prior to the end of Agreement term, they must petition the City Council in order to do so. The Playground Owner will be required to reimburse the City for any improvements made to the playground on a prorated basis. City Council may terminate at its sole discretion.
13. If a Playground Owner wishes to terminate this Agreement at the conclusion of the Agreement term, they must give the City ninety (90) days written notice prior to the end of the easement term.
14. If the City wishes to terminate this Agreement, it must give the Playground Owner ninety (90) days written notice. A playground must be in compliance

with generally accepted guidelines such as those established by the CPSC in order for the City to terminate the Agreement.

- 15. Six (6) months prior to the end of the Agreement term if the City wishes to renew this Agreement it must notify the Playground Owner in writing along with any proposed changes to the agreement and/or easement.
- 16. In the event of a default by Playground Owner of any duty herein, City may, at its discretion, cancel this Agreement and remove any equipment placed upon the playground by the City.
- 17. This Agreement contains the entire agreement between the parties.
- 18. This Agreement shall be binding upon the parties hereto their heirs; executors; personal representatives and assigns.
- 19. This Agreement shall be construed pursuant to the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written.

WITNESS: **CITY OF GREENBELT, MARYLAND**

_____ by: _____
Judith F. Davis, Mayor

WITNESS: **PLAYGROUND OWNER**

_____ by: _____
President



Niagara Falls, New York

Population	50,193
Development pattern	High-density small city
Population density	3,956 per square mile
Median household income	\$31,336
Number of kids under age 18	10,387
Partners involved	City of Niagara Falls Niagara Falls Housing Authority Winning Because I Tried Niagara Falls Police Athletic League Summer Basketball Tournament

Like many small cities across the country, the city of Niagara Falls is home to large pockets of lower-income, at-risk communities. Many of these neighborhoods had basketball courts, but time – along with vandalism and other illicit nighttime activities – took its toll.

The city was “spending a lot of money to maintain marginal courts where people didn’t want them anyway, and we were getting complaints from neighbors who lived nearby,” says Thomas DeSantis, the city’s senior planner. “We wanted to use all of that money to create one large-scale park with actual programming. It led to a much more elegant solution that let us do more things than anybody thought we’d get.”

That solution was Legends Basketball Park, a 4.5-acre, inner-city, state-of-the-art basketball park. It boasts indoor courts, outdoor courts with stadium lighting and bleachers, locker rooms, and an auditorium. The city works with local community groups to offer programming for both youth and adults – from finance workshops to exercise classes to health and wellness fairs. Four joint use agreements were essential to making Legends work where other basketball courts had failed.

City councilman Charles Walker was a central figure in forging the partnerships that created Legends. One-fifth of Niagara Falls’ population is 18 years old or younger, and he dreamed of offering kids a safe place to play basketball that would overcome the stigma of courts leading to trouble. “The idea was not just to do a park, but to get the community to start programming there for kids and adults”

Councilman Walker created a committee to brainstorm ways to make safe courts a reality. As committee members – city staff, business leaders, and residents – talked about their goals, they realized the answer was a new court that engaged the entire community. Working with the city, the committee first established a joint use agreement with the school board to use the field at Harry Abate School as a city park.

The city invested \$280,000 in Legends, and acquired an additional \$35,000 in donations from local businesses and individuals, including a state senator. Another \$30,000 came from tax revenue from a nearby casino.



The councilman's committee then integrated a mentorship program. The 2011 Community Intervention Initiative was a 12-week program developed by local basketball star Modie Cox, who runs a national program called Winning Because I Tried (whose motto is "no workshop, no jump shot"). Kids arrived after school, met with five volunteer mentors, heard a guest speaker – topics ranged from health, personal finance, conflict resolution, and other essential life skills – and then got to play in three games that evening. "Niagara Falls is a poverty-stricken community," Cox says. "It's very easy to get yourself in trouble because there aren't a lot of opportunities."

To even Cox's surprise, the mentoring was a hit. Sixty kids signed up, and 45 completed the program – a relatively high retention rate. Cox describes one young man who mouthed off at his teammates. After talking with Cox, he decided not to stalk off and drop out, instead agreeing to apologize to the entire group and sit out that night's game. He became a model participant and finished the program.

In June 2012, the city will induct its first local athlete into the Legends Hall of Fame. "So kids will see people – maybe even their own grandfather – honored for their athletic ability and support to the community," Walker says, "and hopefully it will help them stay focused and want to make it up there themselves."

More than 60 public and private organizations, including the city school district, police department, and the housing authority, are regularly involved in Legends programming. During basketball games and tournaments, public concerts, and wellness fairs, representatives from these groups provide health care, education, and employment opportunity information.

Niagara Falls has often used informal (or "handshake") agreements to expedite new programming. But Legends Basketball Park required some of the city's first formalized joint use agreements.

The first was between the city and the Niagara Falls Housing Authority. The Housing Authority provides an indoor gymnasium facility. The city pays the Authority to use the facility and provides insurance, and the Authority is indemnified.

The second agreement was between Winning Because I Tried Enterprises and the city. The group provides mentoring services, during which the city is covered by the group's insurance in the event of injury.

The city and the Police Athletic League created the third partnership. The league holds its annual Beat the Streets Basketball Tournament at the court, and it provides a certificate of insurance that indemnifies the city.

Finally, the city and two individuals who operate the Summer Basketball Tournament established a fourth agreement. The Summer Basketball

Tournament provides a certificate of insurance, and the city pays the organizers to help hold the tournament.

The joint use agreements help build community engagement, Walker says, and have generated an active volunteer presence at the courts. “These adults are talking to the kids about having ownership over the park, so they end up wanting to take care of it.” During the first year, Walker says, there was virtually no crime reported at the park.

Legends has been such a success that Niagara Falls is investing in additional infrastructure: a path for rollerblading, soccer nets, and exercise equipment around the walking track. Walker says they will likely add intervention programs from other community groups.

Niagara Falls provides an excellent example for communities who encounter public resistance around play spaces. City leaders demonstrated their willingness to tackle difficult issues head-on by developing a youth intervention program and offering broad-based programming targeted to neighbor’s needs. The result is a vibrant park that offers inner-city youths and their families a safe, state-of-the-art opportunity for play.

Santa Clarita, California

Population	151,088 (2000 U.S. Census)
Development pattern	Edge city
Population density	3,159 per square mile
Median household income	\$79,004
Partners involved	Santa Clarita Valley Boys & Girls Club William S. Hart Union High School District Los Angeles County Parks and Recreation City of Santa Clarita Parks and Recreation Department

Santa Clarita is the fourth-largest city in Los Angeles County, located about 35 miles northwest of downtown Los Angeles. About ten years ago, as the student population was growing and facilities were becoming crowded, the Santa Clarita Valley Boys & Girls Club partnered with the William S. Hart Union High School District to construct and share a new 27,000-square-foot building with classrooms and a gymnasium.

Both the nonprofit and the school district are “entrusted with a lot of kids,” says Jim Ventress, executive director of the Santa Clarita Valley Boys & Girls Club. “We all agreed that these were *our* kids, it’s *our* community.”

The Boys & Girls Club had already been partnering, since 1982, with the city and county parks and recreation departments for access to park facilities. The nonprofit owned a satellite building near the junior high school, but the building was getting too small to accommodate the club’s after-school programs. “We had to grow,” Ventress says. “Our building was only 2,800 square feet. You’d get 30 to 40 kids in there and you’d be full.”

The Boys & Girls Club had always included the school superintendent on its local advisory board (as well as the highest-ranking law enforcement and parks and recreation department staff), so the partners had a strong working relationship from the start. In fact, the superintendent’s role on the board provided the critical impetus for the decision to build the facility on the middle school campus. “As a board member, he was also on the facilities committee, and we instructed the committee to go out and find a location,” says Ventress. They looked at various sites, some of which were smaller than what the club wanted and others that were way out of its budget.

Meanwhile, the school district – outgrowing its own facilities – had set up portable classrooms on the middle school campus, and the superintendent discovered that his middle school gym didn’t meet state criteria for a school gymnasium, Ventress recalls. “So we sat down and started talking with a couple other board members from the Boys & Girls Club, the school board, the principal, and eventually some state architects to see if we could put this building with classrooms and a gym on the school property.”

A combination of funding made the \$6 million project possible. The school district received money from the state (\$1.3 million in construction



bond money) and matched it with \$1.1 million of its own. The district also used more than \$1 million in state funds earmarked for public-private partnerships (via SB 1795), and secured almost \$1 million of additional funding from several local private foundations to support the project. The local chapter of the American Youth Soccer Organization (drawing funds from the national chapter) also provided funds to support the project, as did the PTA, which also wrote letters of support to the school district and the foundations the partners had approached for grants.

The new building opened six years ago. The school now uses the classrooms and gym at the new facility during school hours, and the Boys & Girls Club operates its own programs after school. The club and the middle school students have separate entrances to the facility – one part of the building is owned by the club, and the other part is jointly owned – but the school has access to the club portion of the facility when needed.

Besides constructing the new building, this joint use project included renovating and “unlocking” outdoor athletic facilities at the middle school, making them available for unstructured community use during non-school hours. Restrooms were also built for community use; they are attached to the new gymnasium but can be left open even if the rest of the building is locked.

In 2007, the school district’s Citizen’s Oversight Committee in Santa Clarita – a cross-section of the community, including school district staff as well as parents and other residents – issued a report calling the partnership with the Boys & Girls Club “a model for joint use,” citing examples of how the project has reduced the schools’ overall costs.

Ultimately, the partnership was just “common sense,” Ventress says. “Why put a Boys & Girls Club five miles away because that’s where the property is cheap? The kids are already there at school. If you give them a big clubhouse on campus, they’ll show up.”

Tucson, Arizona

Population	520,116
Development pattern	Low-density city
Population density	2,500 per square mile
Median household income	\$30,981
Partners involved	City of Tucson Tucson Unified School District Tucson Police Department

Tucson has a park deficit. The city averages 6.2 acres of park per 1,000 residents – about half the national average. And Tucson ranks last in the nation for available parkland among cities with low population density. At the same time, Tucson’s population is rapidly increasing.

School board member Bruce Burke recalls community members advocating for access to their local high school tennis court so they could practice on weekends. Concerned about liability and maintenance issues, school officials told the group – and many others – they would have to find other places to play.

Nevertheless, the school’s fields and playgrounds were heavily used at nights, on weekends, and during the summer. Roger Pfeuffer, a retired superintendent of the city’s largest school district, publicly described helping his grandchildren hop their school’s playground fence.

In 2007, Rodney Glassman ran for Tucson City Council, making schoolyard access a central campaign issue. After his election, his staff identified neighborhood schools as “low-hanging fruit” – a way to quickly increase play space with little up-front cost.

“We have over 100 elementary, middle, and high school campuses with grass fields, but they’re surrounded by chain link fences and closed after 3 p.m. and on weekends, and all summer long,” says Councilman Glassman. “My goal was to leverage the community resources that already existed and provide the opportunity for neighbors to enjoy them.”

Councilman Glassman suggested joint use agreements between the city and Tucson Unified School District (TUSD) – the largest of the city’s 14 school districts – to open these spaces to the community after school hours.

Tucson set a goal to have a park or play space within a half-mile of every resident. The city also conducted a play space audit to identify available play spaces and determine areas in need of development.

The city’s parks department had a long track record of forming joint use agreements with the school districts for specific construction projects. But elected officials were promoting a new type of agreement that would open up play spaces for after-school and summer use.



Under the plan, TUSD would be responsible for maintenance and upgrade costs at all school playgrounds and fields throughout the school year. The city would take over maintenance and equipment costs during summer months. In exchange, the schools would open gates or take down fences and make these spaces available to the public after school hours and on weekends.

The up-front expenses were minimal – typically just minor repairs or resurfacing. Adding the sites to the city’s summer maintenance responsibilities would cost about \$4,000 a year per schoolyard.

There were some initial safety and liability concerns. Some parents and school administrators were worried that removing barriers to playgrounds would increase loitering, graffiti, vandalism, underage drinking on school grounds, and incidents of people not picking up after their dogs in areas used by children. The Tucson Police Department agreed to do regular patrols at each schoolyard covered by a joint use agreement, and its role was written into the agreement. This arrangement encouraged community buy-in.

The city attorney helped the parties form an intergovernmental agreement in the form of a memorandum of understanding (MOU), and the city and TUSD started identifying schools to include. Because of budget limitations, the agreement was limited to 12 school sites: two TUSD elementary schools in each of the city’s six wards. The parks department and TUSD selected schools that were furthest from other parks and playgrounds.

The agreements are working out well. “The play equipment and fields get a lot of use after school hours,” says Gary Scott, a manager in the city’s parks and recreation department. “One feature of our joint use agreement that truly benefits the community is that we built sustainability into it by establishing a term of 25 years, so the current arrangement will be in place for at least that long.”

They’ve also seen a reduction in vandalism, which school officials and city staff attribute to higher usage rates. “When the playgrounds were locked up and infrequently used, kids were sneaking in, and that’s when they would do the damage,” says Annemarie Medina, the mayor’s constituent advocate. “Now, knowing anyone can walk in at any time, they must be afraid of getting caught if they are doing something wrong, so they don’t do it. That was a nice by-product of the joint use agreements.”

By leveraging existing play opportunities, Tucson expanded play opportunities at relatively little cost. Each of the city’s six wards now has two additional playgrounds, located specifically in communities with the largest deficit of play space. “We’re recapturing our neighborhoods for our kids,” Glassman says. “It sends the right message.”

Hernando, Mississippi

Population	10,580
Development pattern	Low-density city
Population density	936 per square mile
Median household income	\$43,217
Partners involved	State of Mississippi City of Hernando Hernando Public Schools One private landowner

Mississippi has an obesity problem. More than a third of adults in the state are obese, and both the Trust for America's Health and the Robert Wood Johnson Foundation named Mississippi the most obese state in the country in 2010.

The state's feeble economy makes it challenging to address these issues. Many communities can barely afford to create walking trails or athletic fields, much less indoor play spaces that can be used year-round. State economist Darrin Webb recently told state lawmakers that Mississippi will probably be struggling financially through at least 2014, due to unemployment resulting from the loss of manufacturing jobs, plus a high state debt.

With more than a quarter of the population under 18, the state faces a challenge: promoting physical activity with limited financial resources. Joint use agreements offered one solution.

In 2010, Mississippi gave grants to 20 communities to encourage them to create joint use agreements that would open public schools to the community after school hours and on weekends. The program was funded by the Centers for Disease Control and Prevention (CDC) through its Communities Putting Prevention to Work initiative.

"Many of our communities don't even have a park or a walking trail or a gym, especially in rural Mississippi," says Shea Lewis, the state health department administrator who runs the joint use agreement program. "Even many of our bigger towns don't have a gym. So communities have been really excited about this initiative, and they've embraced it with open arms."

The timing couldn't have been better for the city of Hernando. The city started a youth basketball program in 2008, and had a handshake agreement with Oak Grove Elementary School to open its gymnasium after school for practice and games. With participation growing by 30 percent every year, the city quickly developed a second agreement with Hernando Middle School.

By 2010, participation was booming, and the city needed to quickly and inexpensively find more gymnasium space.



City parks department staff approached Hernando High School. Principal Freddie Joseph had some reservations about liability and vandalism, and his concerns convinced the city that it had outgrown the handshake agreements. “When we got to three agreements, we really had to make a formal agreement,” says Melissa Zizman, the assistant director of the parks department. “Once everything was spelled out, nobody would have any confusion.”

The principal’s reservations – plus the newly available state grant money – provided a catalyst for creating the city’s first joint use agreements with its public school system.

Under the state’s joint use agreement incentive program, each of Hernando’s three schools received \$3,750 to purchase new gymnasium equipment. Like every other community participating in the state program, Hernando city and school staff had to meet a number of benchmarks:

1. Attend a training in developing joint use agreements, led by the National Policy & Legal Analysis Network to Prevent Childhood Obesity (a program of Public Health Law & Policy)
2. Attend an empowerment meeting
3. Provide regular progress reports
4. Provide the state with notes from the school and city council meetings that involved joint use agreements
5. Write up a success story once the program was in place
6. Provide their legal and operating budgets to the state
7. Clarify how they’d use the grant money to increase accountability and success

Shea Lewis conducts regular site visits to all the communities, both to collect data and offer technical assistance. “Most of my schools are using the money for equipment,” Lewis says. “One built a fitness cluster in their playground. Another built a walking trail at their elementary school.” In Hernando, the grants went toward weight-lifting equipment, padding for gym walls, and basketballs.

Everything has run fairly smoothly, Zizman says. The schools and city agree on a use schedule, with schools having priority. The schools issue keys to the parks department so that the director, the assistant director, the program coordinator, and the basketball league director are responsible for locking and unlocking the gymnasium. The schools have copies of the city’s insurance policy and rules, and if damage happens while the city is using



the gym, the city will repair it if the city is at fault; if not, city staff will let the school know so they can be aware of the issue.

“The formal legal agreement was a little more daunting than we anticipated,” Zizman says. Circulating drafts of the agreement among the city board of aldermen, the city attorney, the board of education, and the board’s attorney took six months from the start until signing. “But we all agreed that even if we didn’t have a formal agreement signed before basketball season started, the schools would let the verbal agreements stand as we worked out the details.”

One sticking point, she says, is that the schools wanted to name which city staff would be responsible. The city preferred using titles in case people changed jobs. The final agreement listed names for the senior parks staff but identified everybody else by titles.

The agreement will need to be renewed after every school year. The short-term approach works best for Hernando because the community isn’t sure how big its programs will be from year to year.

The city’s youth basketball program (ages 8–17) was the first to benefit. A men’s basketball league started using the gyms in spring 2012. Other sports – both youth and adult leagues – can use the gymnasiums in future years if they need the space.

The city/school agreements weren’t Hernando’s first experience with formal use agreements. Since 2009, the city has had a formal agreement with a private landowner in the city. He has a field that is currently for sale but goes unused otherwise, and the city needed space for its fall soccer league. The legal document in place asserts that the city can use the field until it is sold. The parks department maintains the grounds and keeps it up to the owner’s standards. The city must notify the owner of its usage schedule, but this can be done verbally. The owner is indemnified while the city uses the property but is responsible for what happens outside of the programs. The city’s soccer program has increased by 50 people each year since the agreement was put in place.

Unlike many communities, which build their joint use agreements after rounds of public input, Hernando didn’t publicize the new agreements with the city’s schools. “Most people think it’s just the schools being friendly and letting us use their gym,” Zizman says. “But without the joint use agreements, we wouldn’t have the league.”

During the process, the schools asked what they would get out of the agreements. At first, the schools thought they would be facing a greater hassle with maintenance and safety issues, getting little in return. The city reminded the schools that the parks department waives fees to the city’s parks and pavilions for school field trips.

And Zizman maintains that the schools benefit in terms of public relations. “A lot of taxpayers say, ‘Why can’t my kids use the gym after hours?’ From a public relations perspective, the joint use agreements enable 300 kids and their parents to benefit from a school that would otherwise be locked.”