

# Getting Started

Joint use agreements are not a simple undertaking: the scope and terms must be planned carefully, and garnering support from decision-makers at various levels is key. This chapter looks at ways to foster support for joint use at the state and local level, and provides a checklist of practical issues to consider when developing a joint use agreement.

## Building Support at the State and Local Level

State and local policymakers can help promote joint use initiatives by providing funding and policy support. Creating a joint use task force helps ensure coordination and ongoing communication among local agencies, community groups, and other stakeholders. State agencies can develop grant programs to fund joint use policy development, or participate in state-level strategic planning efforts.

Here are some examples of policy strategies at the state and local level that support joint use:

- ▶ The Arkansas Department of Education runs the Arkansas Joint Use Agreement (JUA) grant program, a competitive pool of funding for local joint use initiatives funded by the Arkansas Tobacco Excise Tax. These grants help schools adopt and implement joint use policy and form collaborative partnerships to maximize resources while increasing opportunities for physical activity. Funds are available each fiscal year based on Tobacco Excise Tax appropriations or until funds are expended.<sup>36</sup>
- ▶ In May 2008, California advocates established the Joint Use Statewide Task Force (JUST), which includes representatives of public health agencies, civil rights groups, urban planning agencies, local elected and appointed officials, park and recreation agencies, local school boards, academic researchers, and community-based organizations. In addition to promoting community access to school playgrounds through joint use agreements, JUST's mission also includes providing a venue to discuss these local and regional efforts and to develop long-term, sustainable actions at the state level. JUST's website provides an online forum to facilitate this ongoing discussion and provide technical support.<sup>37</sup>
- ▶ In 2010, Public Health – Seattle & King County secured two Communities Putting Prevention to Work (CPPW) grants from the American Recovery and Reinvestment Act of 2009 for obesity prevention efforts. The grants were directed in part to increase equitable access to safe and attractive school facilities outside of the school day for physical activity and recreation.<sup>38</sup>
- ▶ In North Carolina, by joint resolutions, the City of Charlotte and Mecklenburg



County created a joint use task force (JUTF), which provides a comprehensive and coordinated picture of the community's capital facilities. These resolutions endorsing joint facility planning and use were later adopted by the Charlotte-Mecklenburg Board of Education, the local community college board, and the county library board. Today, planning staff from more than two dozen government agencies, along with representatives from nonprofit organizations, meet monthly to develop collaborative joint use agreements and to coordinate long-term facility master plans.<sup>39</sup>

Many communities across the country address joint use in their official land use planning documents, known variously as *general plans*, *comprehensive plans*, *development plans*, *land use plans*, *master plans*, and *urban plans*. Some communities even have specific joint use elements in these plans. (For example, Florida requires that every comprehensive plan address intergovernmental coordination; Highlands County's comprehensive plan requires that the county and the school board negotiate in good faith to enter and revise joint use agreements regarding the use of existing facilities for parks and recreation.<sup>40</sup>) General plans are public documents, which are typically available on a city or county's website and are usually updated every ten years or so. Advocates for joint use and healthy built environment policies should get involved in their community's general plan update as a way to influence the long-term vision and character of their community.<sup>41</sup>

## Checklist: Practical Issues to Consider When Developing a Joint Use Agreement

This checklist can serve as a starting point for agencies and community groups looking to enter into a joint use agreement. It focuses on agreements between cities and schools, but the same considerations apply to other entities that want to enter into these types of agreements. The checklist is included at this point in the toolkit to provide readers with an overview of the issues that can arise at each stage of the joint use agreement process. Many of the topics highlighted in this checklist are discussed in more detail in chapters 4, 5 and 6. Of course, not all of the issues will apply to all situations, and there may be issues unique to particular communities that are not included here.



## Checklist

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Identify community and school needs.</b>                      | <p>To assess the community's needs for additional recreational opportunities, identify:</p> <ul style="list-style-type: none"><li>▶ Underserved communities (such as lower-income communities lacking neighborhood parks and community centers)</li><li>▶ Unmet recreation or physical activity needs, including assessing health problems among schoolchildren that could be addressed by more physical activity</li><li>▶ Locations in the community where recreation and physical activity needs can be met by school facilities</li><li>▶ The types of recreation facilities required to meet these needs (e.g., outdoor vs. indoor)</li><li>▶ The time of day that access is needed (e.g., weekend, evening)</li></ul> <p>To assess school needs, identify:</p> <ul style="list-style-type: none"><li>▶ Students' unmet physical education and recreation needs (ones the city might meet)</li><li>▶ Facility needs (for improvements, maintenance support, scheduling assistance)</li></ul> |
| <input type="checkbox"/> <b>Identify potential properties.</b>                            | <p>Inventory facilities to determine what is available. Assess the suitability of these properties for joint use, taking into consideration the condition of the property and the degree of support from local families and school personnel. Identify the facilities that best serve unmet needs (by location, facility type, or other factor), and describe the facilities, structures, equipment, and other resources to be shared. Describe the services and programs the joint use project will provide.</p>   |
| <input type="checkbox"/> <b>Identify partner organizations.</b>                           | <p>Identify the organizations and nonprofits – such as YMCAs and sports leagues – that would benefit from use of the facilities, and then build relationships with them, perhaps inviting them to sit on a joint use task force or participate in the negotiations.</p>   |
| <input type="checkbox"/> <b>Build relationships with the appropriate decision makers.</b> | <p>Identify supportive decision makers (school board members, city council members, other public officials) and build relationships with them. Work with them to assess whether other important decision makers support or oppose joint use, and figure out a strategy for winning over any potential allies. In other words, find out who your allies are, and mobilize them to get others on board.</p>   |
| <input type="checkbox"/> <b>Make sure the concept is approved.</b>                        | <p>The school board and the governing entity of the city, county, or town should first approve the <i>concept</i> of developing a joint use agreement.* Appealing to these entities' interests – and ensuring those interests will be represented in the joint use agreement – is critical to securing this approval.</p>   |
| <input type="checkbox"/> <b>Select negotiators.</b>                                       | <p>Identify the employees from each partner entity who will be responsible for developing the agreement. They should be knowledgeable about the facilities and proposed programs, and they should have enough experience to develop informed recommendations on behalf of their organization.</p>   |

\* Depending on the state and locality, a city, county, or town could enter into a joint use agreement with a school district or community college district. For purposes of this document, we will use "city" to refer to the local government and "district" to refer to the school or community college district.

## Checklist

<input type="checkbox"/> <b>Agree upon the scope of the agreement.</b>	Which facilities on each property should be included in the agreement? Will other organizations (“third parties”) be allowed to operate programs at these facilities? Will city properties also be open to school use? Should scheduling be consolidated for multiple facilities? These are some of the issues to consider and resolve when establishing the scope of the agreement.
<input type="checkbox"/> <b>Inspect proposed facilities.</b>	Both parties should examine the facilities together to establish and document the baseline conditions.
<input type="checkbox"/> <b>Identify and reach agreement on issues involving use.</b>	All parties need to agree on operational and management issues, including: <ul style="list-style-type: none"><li>▶ Which users have priority access for different facilities (i.e., the earliest opportunity to reserve the facility)</li><li>▶ Which entity will be responsible for scheduling use, and how changes/cancellations will be accommodated</li><li>▶ Whether and what type of security is needed, and which employees will need access</li><li>▶ Who is responsible for providing equipment, and where the equipment will be stored if needed; how the storage area will be secured, and who will have access to it</li><li>▶ The type of supervision necessary for the way the property is going to be used, and which party will be responsible for providing supervision</li><li>▶ The type of custodial services and equipment needed (e.g., trash containers), and who is responsible for providing it</li><li>▶ Whether to allow access to existing toilet facilities, and who is responsible for maintenance; whether portable/temporary facilities are needed, and who is responsible for providing them</li><li>▶ Whether to provide access to parking facilities</li><li>▶ Who is responsible for regular property maintenance, and which party will provide any additional maintenance if needed</li><li>▶ The manner and frequency for inspecting properties, and the protocol for notifying designated employees of damage (including whom to contact, by what means, and deadlines for contacting and responding)</li><li>▶ The method and responsibility for repairing property, the method for calculating the repair costs, and how to allocate those costs</li></ul>
<input type="checkbox"/> <b>Work with risk management and legal counsel throughout the process of negotiating and drafting the agreement.</b>	Allocate liability risk, and determine whether and what type of indemnification to require. Determine the types and amounts of insurance to require (consistent with legal and risk management requirements) and the types of documentation to exchange or require. Ensure the agreement is consistent with existing state and local law and regulations, permitting procedures (amending if necessary), and fee procedures or structure (amending if necessary).
<input type="checkbox"/> <b>Identify and resolve employment issues.</b>	Extending the facilities’ hours of operation likely means both the school district and the city will require some of their employees to work additional time. Consult with legal counsel to resolve any employment-related issues by, for instance, amending labor agreements or determining whether some of these duties can be covered by volunteers.

## Checklist

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Develop a communication protocol.</b>  | One of the most important elements of a successful joint use agreement is ensuring that all parties communicate effectively during its term. Establish a way for identified employees to communicate regularly about the agreement, and set up a process for resolving disagreements regarding any aspect of it.  |
| <input type="checkbox"/> <b>Identify and reach agreement on issues involving third-party use.</b>                    | If third parties (such as youth organizations or youth sports leagues) will be allowed to use the facilities, the district and the city need to agree on various operational and management issues. The agreement will need to establish the priority of uses for third-party programs and the protocol for scheduling. The district and city will also need to ensure that third-party permitting or lease procedures are adequate; this includes making sure resources are allocated according to identified priorities, as well as addressing issues regarding access, fees, insurance and risk management, and liability. |
| <input type="checkbox"/> <b>Agree upon improvements and improvement protocol.</b>                                    | Consider whether and how the parties will allow each other to make improvements to the property. Determine how to allocate the associated costs and ownership of the improvements.  |
| <input type="checkbox"/> <b>Agree upon how to determine and allocate costs.</b>                                      | Calculate the costs of sharing the facilities, and determine how to allocate these equitably. Be sure to identify which components of costs to measure, and the methodology to use to determine costs. For example, an agreement might identify the square footage of the area affected by the agreement and spell out the share of costs for maintenance, operations, and utilities each partner will bear.  |
| <input type="checkbox"/> <b>Determine the term of the agreement, methods of evaluation, and the renewal process.</b> | In addition to determining the length or duration of the agreement, include acceptable reasons for canceling or terminating it before the term ends. Identify exactly how and when the agreement will be evaluated and the data to collect. Establish the process and conditions for renewing the agreement.  |
| <input type="checkbox"/> <b>Identify training needs and develop a training plan.</b>                                 | Determine whether agency personnel need training to carry out the agreement, including instruction on any new procedures or duties assigned to employees. Determine who is responsible for conducting any training, and identify the employees who need to participate.   |
| <input type="checkbox"/> <b>Develop exhibits to the agreement.</b>   | These can include a list of properties subject to the agreement, an inventory of the conditions of the properties, hours of use, operating rules, insurance documentation, and forms for third-party users to complete.   |
| <input type="checkbox"/> <b>Receive formal approval.</b>   | Once the governing entities formally approve the agreement, the work of overseeing its implementation begins.   |

Crafting a successful joint use agreement is not a simple process. It requires a lot of thought, work, and cooperation, and it can take some effort to reach agreement on the range of issues involved. Successful joint use collaborations will take the time to define the resources being governed and clearly articulate each partner's roles and responsibilities. This type of comprehensive and open process will result in an effective agreement and minimize any potential conflict, ensuring that the benefits of the partnership outweigh the challenges.

## Calculating Fees

One reason school districts cite for not recovering the costs involved in joint use is that they are unsure what to charge users. In most states, state law dictates whether schools may charge fees for use of their property. State laws may also specify how much schools may charge – for example, requiring free use for school-related groups or allowing nonprofit users only to recoup direct costs. (For more information about state laws addressing user fees, see the *Fifty-State Scan of Laws Addressing Community Use of Schools* at [www.nplan.org/nplan/products/community-use-charts](http://www.nplan.org/nplan/products/community-use-charts).)

The Center for Cities & Schools at the University of California, Berkeley, in partnership with the 21st Century School Fund, has developed a set of tools for implementing and sustaining joint use and joint development of public school facilities, including a School Facilities Joint Use Cost Calculator.<sup>42</sup> Assuming use of the tool is consistent with the law in your state, the joint use cost calculator can help address the following issues:



Identify the elements of the cost of maintaining school district facilities



Calculate full cost of ownership on a per-square-foot and per-hour basis



Determine policy decisions school districts need to make about which users to subsidize



Create fee structure options for various non-school users, based on the real cost of ownership

The goal of this tool is to help stakeholders maximize the use of public educational assets for school and community benefit. For more information, visit <http://citiesandschools.berkeley.edu/joint-use.html>.