

2 Checklist for Developing a Joint Use Agreement

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. By defining the resources being governed – and by clearly articulating each partner’s roles and responsibilities – an effective agreement will minimize any potential conflict, ensuring that the benefits of the partnership outweigh the challenges.

There is no single path to developing a joint use agreement, but this checklist can serve to help guide the way. The steps outlined in this section identify a number of issues to consider. 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.

Identify community and school needs.

To assess the community’s needs for additional recreational opportunities, identify:

- ▶ Underserved communities (such as lower-income communities lacking access to neighborhood parks and community centers)
- ▶ Unmet recreation needs
- ▶ Locations in the community where recreation needs can be met by school facilities
- ▶ The types of recreation facilities required to meet these needs

To assess school needs, identify:

- ▶ Students’ unmet physical education and recreation needs (ones the city might meet)
- ▶ Facility needs (for improvements, maintenance support, scheduling assistance)

Identify potential properties and partner organizations.

Inventory facilities – all properties, or those in targeted areas – to determine what is available. Assess how suitable these properties are 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.

Build relationships with the appropriate decision-makers.

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 friends are, and mobilize them to get others on board.

Make sure the concept is approved.

The school board and the governing entity of the city, county, or town should first approve the concept of developing a joint use agreement¹. Appealing to these entities' interests – and ensuring those interests will be represented in the joint use agreement – is critical to securing this approval.

Select negotiators.

Identify the employees from each partner entity who will be responsible for developing the agreement. The designated employees should be knowledgeable about the facilities and proposed programs, and they should have enough experience to develop informed recommendations on behalf of their organization.

Agree upon the scope of the agreement.

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.

Inspect proposed facilities.

Both parties should examine the facilities together to establish – and document – the baseline conditions.

Identify and reach agreement on issues involving use.

All parties need to agree on operational and management issues, including:

- ▶ Which users have priority access for different facilities (i.e., the earliest opportunity to reserve the facility)
- ▶ Which entity will be responsible for scheduling the use of the property, and how changes/cancellations will be accommodated

- ▶ Whether and what type of security is needed, and which employees will need access
- ▶ Who is responsible for providing equipment, and location of/access to/ security of storage areas if needed
- ▶ The type of supervision necessary for the manner in which the property is going to be used, and which party will be responsible for providing supervision
- ▶ The type of custodial services and equipment needed (e.g., trash containers), and who is responsible for providing it
- ▶ Whether to allow access to existing toilet facilities (and if access is granted, who is responsible for maintenance); whether portable/ temporary facilities are needed, and who is responsible for providing them
- ▶ Whether to provide access to parking facilities
- ▶ Who is responsible for regular property maintenance, and which party will provide any additional maintenance if needed
- ▶ The manner and frequency for inspecting properties, and the protocol for notifying designated employees of damage (including who to contact, by what means, and deadlines for contacting and responding)
- ▶ The method and responsibility for repairing property, the method for calculating the repair costs, and how to allocate those costs

Work with risk management and legal counsel throughout the process of negotiating and drafting the agreement.

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 determine the types of documentation to exchange or require. Ensure the agreement is consistent with existing state and local law and regulations, existing permitting procedures (amending permitting procedures if necessary), and existing fee procedures or structure (amending if necessary).



Identify and resolve employment issues.

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 may be covered by volunteers.

Develop a communication protocol.

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.

Identify and reach agreement on issues involving “third-party” use.

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 agree on the protocol for scheduling properties. 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.

Agree upon improvements and improvement protocol.

Consider whether – and the conditions governing how – the parties will allow each other to make improvements (that is, changes made by or for the benefit of the party using the property). Determine how to allocate the costs associated with making improvements, and who “owns” the improvements.

Agree upon how to determine and allocate costs.

Calculate the costs of sharing the facilities, and determine how to allocate those costs 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.

Determine the term of the agreement, methods of evaluation, and the renewal process.

In addition to determining the length or duration of the agreement, include acceptable reasons for cancelling 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.

Identify training needs, and develop a training plan.

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.

Develop “exhibits” to the agreement.

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.

Receive formal approval.

Once the governing entities formally approve the agreement, the work of overseeing its implementation begins.

¹ 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.