

KnowledgeNetwork ^{Takeaways}

Parks and Recreation Departments Partner with Local Organizations and Everyone Wins



ICMA

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Introduction

City and county departments of parks and recreation have typically been responsible for their facilities, even when they are used by other organizations, such as local sports teams or church groups renting picnic facilities. Recently, however, parks and recreation departments have been taking measures to make outside organizations more responsible for the facilities. These measures are mutually beneficial to the departments and the organizations. The departments save money by not paying for the services, and the organizations using the facilities can hire janitorial and maintenance services directly without having to pay the local government to act as a go-between. It also helps in another way—the knowledge that they are responsible for cleanup and maintenance of the facilities makes the organizations more attentive to the condition of the facilities, so the departments get their facilities back in better condition. This report, written by former ICMA (the International City/County Management Association) intern Max Moline for ICMA members and the users of ICMA’s Knowledge Network, describes the agreements that four local governments have in place with organizations that use parks and recreation facilities:

- Montgomery County, Maryland
- City of Mesa, Arizona
- City of Pierre, South Dakota
- City of Plano, Texas.

These agreements are in place with a wide variety of organizations, from Boys and Girls clubs to Little League baseball teams and leagues and to counseling services. The facilities they use can be anything from an open field in a park to a sports complex. While the general legal details of the various agreements are all similar throughout (indemnifying the city/county for legal responsibility, etc.), the other terms of the agreements vary significantly from place to place.

Adopt-a-Field in Montgomery County, Maryland

Montgomery County, MD, has over 400 parks on more than 34,000 acres of land, and they feature sights and facilities everywhere from lakes and ponds to tennis and basketball courts, and campsites and hiking trails. A large part of the county’s recreational life, the parks always host informal and organized activities from ice skating and sledding in winter to baseball and basketball in summer. There are a

number of park managers throughout Montgomery County, and each one handles anywhere from 30 to 110 parks.¹

Montgomery County has an adopt-a-field program for their baseball fields.² The agreement lasts for one year and is based on the Little League baseball schedule. Designed as a public-private partnership, the agreement provides for the private partner to maintain or upgrade a facility in exchange for the benefit of use at particular times. At the beginning of the term of the agreement, the partner organization representative meets with the park manager to determine the status and maintenance requirements of the field. These requirements are in addition to the “Park Rules and Regulations” and the “Requirements for Field Renovation and Maintenance.” Once the requirements are established, they are incorporated into a formal document.

The partner organization is responsible for insuring the field, as well as for all legal fees and consequences that come as a result of their use of the field. Before the agreement can be approved, Montgomery County and the Board of Education must affirm that the timing of the agreement and the organization’s field use do not “interfere with school or public recreation programs.” This means that when there is a park-school complex, the organization cannot schedule its use of the field over the school’s use. Furthermore, if there is inclement weather as defined by Montgomery County’s inclement weather policy, use of the field is prohibited.³

When there is an agreement in place, the park manager must stay in contact with the organization that has adopted the field, making sure that the organization is following through and meeting all requirements, as well as submitting Monthly Athletic Field Maintenance reports.

In order to ensure that the organization using the facility fully understands and completes all maintenance requirements, the County Commission may require it to use a licensed contractor to help draft the work proposal and carry out the requirements. There is also a list of Requirements for Field Renovation and Maintenance with which the organization must comply.

The Requirements for Field Renovation and Maintenance list includes a wide variety of responsibilities for the organization using the field. During the full term (one year) of the agreement, the park manager will monitor, evaluate, and approve any and all work that is being done by the organization to properly maintain the field. The

maintenance must take place from 7 a.m. to sunset, and any abnormal problems or deficiencies must be remedied within 24 hours. In addition to maintaining the field properly, the organization must regularly and fully inspect all county-provided equipment, and if necessary, repair and/or replace equipment as needed. Any modifications or installations of improvements must be submitted in writing for approval. The contract specifications are detailed, such as the ones for turf maintenance, which include:

- Getting rid of weeds (only with pesticides approved by the state of Maryland)
- Filling in turf holes
- Mowing the grass regularly (every 7-10 days for a total of 25 times during the year) from April 1 to November 30 with a height of 2.5 – 3 inches
- Trimming with a line trimmer any grass that is adjacent to a building or structure
- Removing trash from the ground before each mowing
- Clearing any grass trimmings left on sidewalks, walkways, courts, etc.
- Applying fertilizer
- Aerating the fields.

In exchange for all of the maintenance, the partner organization receives exclusive use of the field(s) during Little League season, during which permit fees are waived for the designated Little League game times. All other users of the field can request a permit for the field and pay permit fees, as long as the time they are requesting is not during Little League game times. If the organization that has adopted the field needs to use the field at a time that is outside of the designated play time, they must apply for the same permits and pay the same fees as other users, and they are not given preferential treatment over the other applicants.

Mesa Association of Sports for the Disabled Joins with City to Benefit Everyone

The City of Mesa, Arizona, offers numerous cultural, recreational, and tourist activities, including the Arizona Museum of Natural History and the Mesa Arts Center. The city also offers youth and adult sports leagues, fishing, golf courses, and tourist attractions ranging from the apache trail to the Phoenix Zoo to various churches and monasteries. If you're looking for a fun afternoon, visit Stratum Laser Tag, the world's largest laser tag arena.

Mesa also has public-private partnerships in place. One of their agreements is with the Mesa Association of Sports for the Disabled (MASD). MASD is a nonprofit dedicated to providing opportunities for people with disability to participate in sports and recreation. They provide training throughout the year and hold various yearly competitions, including Special Olympics programming. They offer service throughout the Phoenix metro area, and more than 1,500 local and national participants make use of MASD's resources.

MASD is leasing the Broadway Recreation Center from the city for a period of ten years. The use of the Center is granted exclusively to MASD, except when the city uses the grounds for public recreational and leisure opportunities. City use is allowed for up to 20 hours per week, and every six months the city and the licensee meet to set a schedule for that use. The city can also use the facility in addition to those 20 hours if it provides MASD at least 30 days notice of the use and for a day that MASD does not already have something scheduled to take place. In addition, the Broadway Center allows the public to rent facilities for a fee. Equipment for use at the center is provided by the party that needs it; the city provides its equipment, and MASD provides its own, and both parties are allowed to use equipment that has been provided by the other. In the case that equipment needs to be repaired or replaced, the party that used and needed the equipment more frequently makes the repairs or replacements. The running, opening, and closing of the center are the responsibility of the user of the facility.

Maintenance, repairs, utilities, and improvements for the facility are all handled by the city with the exception of janitorial upkeep and payment for telephone bills provided by MASD. Any improvements made by the licensee must be approved by the city janitorial services. The licensee must keep the center neat and orderly and replace typical building supplies (light bulbs, bathroom and cleaning supplies, etc.). City maintenance requirements include pest control, gymnasium floor maintenance, and maintaining the landscaped areas as well as all repairs to the building. As with most of these agreements, there are clauses that indemnify the city from all legal fees and responsibilities.

Mesa Senior Services Offers Social and Recreational Activities in a Multigenerational Center

An additional 10-year agreement that Mesa has in place is with Mesa Senior Services, Inc., for the Red Mountain Multigenerational Center. The city is not charging a fee for the exclusive use of the center because Mesa Senior Services provides a wide range of social and recreational services to senior citizens, such as lunches, support groups, movies, exercise, and volunteer opportunities for older adults. Like Mesa's other partnership agreement, improvements to the center must be approved by the city. Any damage that is caused as a result of the implementation or removal of these improvements is the responsibility of the licensee. Similar to the other agreement, the city is responsible for all maintenance and repair of the facility, and unlike the Association of Sports for the Disabled, Mesa Senior Services does not have to provide janitorial services. This agreement is an example of a partnership that benefits both parties—the city provides the space and Mesa Senior Services provide an array of opportunities for the older adult community.

Boys and Girls Club and City of Pierre Serve Troubled Youth

The City of Pierre, South Dakota, is home to a stretch of the Missouri River that includes beautiful Farm and La Framboise islands. Lake Oahe's fishing is a big attraction for residents. The natural sightseeing in Pierre is breathtaking with many trails and paths that numerous residents and tourists use to hike and bike every day. Also located in Pierre is ChrisaMari Winery & Vineyard.

Pierre's agreement is also about space and services. The city leases space to the Boys and Girls Club of Pierre, Inc., which in turn has a sublease with the Capital Area Counseling Services (CASC) for the counseling services to operate a Day Reporting Center.⁴ Since 1968, the CASC has provided services for youth, adults, and senior citizens who need mental health and drug and alcohol abuse counseling in the Central South Dakota area. The Day Reporting Center is a year-round program for 14- to 18-year-old at-risk youth who need structure, supervision, and support.

The Boys and Girls Club of Pierre, Inc., is responsible for designating three rooms for the use of the CACS for the Day Reporting Center. The club must provide and pay for all maintenance to the Boys and Girls Club facility, which includes repair and replacement of operational equipment, as well as keeping that equipment's functionality and appearance at or above the level that it was at the beginning of the term of the agreement. The club must provide

insurance; maintain the playgrounds and green areas on the premises; provide snow removal in the parking lot and the west side sidewalk; and provide and retain all revenues for vending and concessions there.

The counseling services staff are required to advise the Boys and Girls Club executive director of all programming, special events, and hours of operation for the Day Reporting Center and to notify the director of any changes. The CACS is responsible for all utility, tax, bookkeeping, maintenance, and snow removal, as well as any other fees on behalf of the reporting center. The CACS is to use the facility only for approved activities based on the agreement. The CACS is required to allow both the Boys and Girls Club and the City of Pierre to inspect the facility during reasonable hours. Any improvements (temporary or permanent) to the reporting center, as well as any access to the areas of the building that are not assigned to the CACS/DRC, need to be approved by the club's executive director. Improvements also have to be approved by the City of Pierre. The CACS must insure the facility for at least one million dollars and indemnify the Boys and Girls Club from any legal responsibility for consequences of their occupation of the facility. The CACS pays the Boys and Girls Club a monthly fee for use of the facility.

Plano, Texas, Benefits from Partnerships

The parks and recreation department of the City of Plano, Texas, offers many activities that residents enjoy taking advantage of regularly, including exercise classes, swimming, rock climbing, and much more. Just north of Dallas, Plano offers proximity to the Cowboys' and Rangers' stadiums, and an annual Hot Air Balloon Festival—Texas' largest. Tourists also enjoy Plano's vast variety of restaurants and stores.

Plano has several successful partnerships. It is not unusual for municipal golf courses to be operated by a private firm, and in Plano, the management company also built the golf course. The agreement in place between the city and the management company is a 30-year agreement with a renewal option of 20 years. The management company operates and maintains the course and implements all improvements. The company employs a golf professional who runs the Pro Shop. The agreement with the management company includes food and beverage service, which is run from the Pro Shop. The golf pro who runs the Pro Shop takes in green fees, which are set and collected by the city parks and recreation department. The golf pro and the management company receive revenue from equipment

rentals, such as golf carts and clubs, golf lessons that the pro gives, and use of the driving range.

The City of Plano also has agreements with several nonprofits for use of the Douglass Facility, which comprises two buildings: the Douglass Annex and the Douglass Community Center. The agreements are aimed at providing necessary services to the residents of a low-income neighborhood. The first user is Plano Day Care, which uses the Douglass Annex. The second agreement is with the Boys and Girls Club of Collin County (BGCCC), which uses the Douglass Community Center.

The Plano Day Care service rents the Douglass Annex for one dollar a year and provides day care services for young children in the area. The agreement, which was signed in 1997, has a term of 20 years. The city reserved the right to terminate the agreement upon providing six months' notice to Plano Day Care. The City of Plano provides maintenance and repairs for the facility, and Plano Day Care is responsible for its own telephone bills. The licensee is not allowed to make any improvements or alterations on the property without the written consent of the city and is responsible for all damages to the facility resulting from its use. Plano Day Care is not allowed to mortgage the property under the terms of the agreement; the facility is the property and responsibility of the city.

The Boys and Girls Clubs of Collin County had an agreement in place in which the City of Plano and the Boys and Girls Club split the use of the Douglass Community Center. A recent vote changed the agreement to one in which the Boys and Girls Club operates the full community center on behalf of the city—a change that took effect in September 2010.

The new agreement, signed in 2010, grants 15-year use to the BGCCC, and the city has the option of extending the agreement by two 5-year periods. The rent remains at \$1 per year under the new agreement, which specifies that the club will maintain a level of quality in its youth and family programming; the agreement makes it clear that use of the facility is only for community-oriented purposes. Additionally, the contract stipulates that the building's gymnasium must be open for public use, and the times must be friendly to the schools' operating times and calendar. There are also times specified for senior citizens' use during the week. The BGCCC is responsible for providing annual reports that include information on the community events that take place in the facility. The BGCCC agreement, like the one with the Plano Day Care, stresses that all

legal expenses and consequences of actions on the property as a result of the BGCCC being there are to affect only BGCCC, and not the city. In the event any claims are brought against the city as a result of BGCCC's actions, BGCCC is responsible for all legal fees to protect the city. BGCCC must obtain written consent from the city for any improvements or alterations it desires to make to the property. The new agreement differs from the old one, in that it puts BGCCC in charge of maintenance of the

- Roof
- Foundation and outer walls
- Windows
- Plumbing, heating, and air conditioning
- Fire alarm and sprinkler system
- Parking lot and landscape
- Exterior lighting and electrical systems
- Custodial and waste disposal services
- Outdoor courts, playgrounds, fences, and all other parts of the property that need maintenance.

The BGCCC is responsible for insuring the property and paying all utilities. Six months notice is required from either party to terminate the agreement without cause. In the event of termination for cause, other procedures are specified. Regardless of whether the agreement is terminated with cause, both sides still must pay for their respective responsibilities in the agreement.

These examples of public-private partnerships in parks and recreation departments throughout the country demonstrate the variety of municipalities that host these arrangements as well as the diversity of the organizations that make use of them—from large suburban areas like Plano and Montgomery County, to smaller cities like Mesa and Pierre, and from organizations that range from Little League teams to psychological counseling services—sometimes even in the same building.

The arrangements outlined here have at least two components in common: legal issues (e.g., liability and insurance) are reviewed by a lawyer, and all practical and logistical obligations, expectations, and understandings are specified in the agreement document. All of these arrangements have thus far proven successful—perhaps in part to the attention to detail, and in the coming years, there are likely to be more and more agreements like the ones described here because they are mutually beneficial.

Notes

All information in the report was acquired and is being distributed with permission from the sources. The facts were obtained through a combination of Internet research, conversations with city officials, and e-mail correspondence.

¹ http://montgomeryparks.org/team/ppp/documents/adopted_ppp_policy_09192007.pdf [Accessed 3/24/2011]

http://www.montgomeryparks.org/permits/inclement_weather_policy.shtm [Accessed 3/24/2011]

<http://www.cacsnet.org/default.asp?modId=system&logicId=content&viewId=cms§ionId=97&parentId=82&subOrderType> [Accessed 3/24/2011]

Interview with Amy Fortenberry, director of the city of Plano Parks and Recreation Department. [Fall 2010]

² http://montgomeryparks.org/team/ppp/documents/adopted_ppp_policy_09192007.pdf [Accessed 3/24/2011]

³ http://www.montgomeryparks.org/permits/inclement_weather_policy.shtm [Accessed 3/24/2011]

⁴ <http://www.cacsnet.org/default.asp?modId=system&logicId=content&viewId=cms§ionId=97&parentId=82&subOrderType> [Accessed 3/24/2011]