JOINT USE PARTNERSHIPS:
EVALUATING THE FEASIBILITY OF A JOINT USE PARTNERHSIP BETWEEN
THE CITY OF SAN LUIS OBISPO AND CAL POLY SAN LUIS OBISPO

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a Joint Use Partnership between the City of San Luis
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ABSTRACT

Joint Use Partnerships: Evaluating the Feasibility of a Joint Use Partnership between the City of San Luis Obispo and Cal Poly San Luis Obispo

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As demand for additional athletic fields continues to increase, the City of San Luis Obispo is struggling to meet the recreation needs of the community. This project evaluated the feasibility of a joint use partnerships with Cal Poly San Luis Obispo for the shared use of the University's underutilized Sports Complex, and made recommendations of strategies to address the City's recreation needs. This project reviewed current and professional academic literature on successful approaches to joint use partnerships; conducted case study analyses on two Cal Poly facilities; and worked with City and University officials to examine the issues associated with establishing joint use agreements between state universities and local municipalities. Because little research currently exists to inform joint use partnerships between these two entities, the opportunities for exploration are many. Of particular interest are the fields of local and state policy and financing methods.

Keywords: joint use agreement, joint use partnership, recreation needs, athletic fields, recreation fields, state universities, local municipalities

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CHAPTER I

INTRODUCTION

Joint use partnerships provide schools and other entities, whether they be cities, counties, non-profits, or private organizations with the opportunity to construct new facilities and share both the capital and operating costs and the responsibilities. The joint use of school facilities and grounds are integral elements of public infrastructure that provide students and the community with spaces to exercise, learn, and socialize. In many cases, though, school property is closed to the public after the school day is over, leaving the grounds and facilities empty. School administrators point to various reasons for closing their facilities after hours, including concerns about maintenance, contract issues, costs, liability, and security. Increasingly, issues such as childhood obesity, lack of recreation and open space, and the need to efficiently use limited public resources are urging local officials to expand the pool of partners to include additional state agencies, such as state universities. Here, joint use agreements refer to “a written agreement between a school and one or more public or private (nonprofit) entities setting forth the terms and conditions for sharing the use of the school’s indoor and outdoor facilities” (Ogilvie and Zimmerman, 2010, p. 10). Joint use, however, is a flexible term and each locality’s concept of it can vary, as illustrated throughout this paper.

Traditionally, local school districts are the primary partners in joint use relations with local governments since most states have laws that encourage or even require schools to open their facilities to the community for recreation or other civic uses. There is no existing legislation, however, mandating that state universities be included in the common pool of joint use partners. As such, policymakers should assist in the process of restructuring governmental relationships, as these institutions have the capacity to offer facilities of greater scale and diversity than local school districts, and thus effectively addressing the issues outlined above.

Statement of Problem

As the demand for additional recreational fields in the City of San Luis Obispo (the City) continues to increase, the City's Parks and Recreation Department is struggling to meet the needs of the community. Additionally, because the City's primary recreation facility, the Damon-Garcia Sports Fields (DGSF), is closed for three months during the summer for maintenance, and because most of the other facilities with which the City holds joint use agreements are also closed for maintenance (since they, too, are turf fields), youth and adult play is greatly influenced. The Central Coast Soccer Club, for example, which hosts 50-100 players per night, is precluded from using the fields, and so are any youth soccer teams.

Consequently, the City is interested in exploring the various options which would provide the community with additional field use. Given the City's limited budget and the timeliness of the matter, though, a joint use partnership would be invaluable to the City, specifically one with California Polytechnic State University San Luis Obispo (Cal Poly), whose Sports Complex remains underutilized during the months of July through August.

The University's Sports Complex, which opened in 2004, is a 47-acre facility comprised of Baggett Stadium for baseball, Bob Janssen Field for softball, and seven competition and practices fields for soccer and football. Anecdotal observations suggest that the facility is underutilized, and thus coordinated programming with the City would increase use at the facility while also allowing the City to better meet the recreational needs of the community. Moreover, because demand for use of the Sports Complex drops during the summer when the students are out of town, the University should consider a joint use agreement that benefits the public interest and addresses the University's concerns. During the initial phases of design and development of the Sports Complex, the City and the University *did* discuss the prospect of a joint use partnership, but because the City was not satisfied with the proposed policies, the agreement was not finalized. While the first attempts at a partnership failed, both parties have had the opportunity to see how and when the facility is being used, and how much it costs to operate. The sports

Complex has been operational for several years now, and thus, it should be easier to reach mutually agreeable terms. This paper examines the feasibility of a joint use agreement between the two entities.

Purpose of Study

One of the purposes of this Master's project is an examination of the process for successfully establishing joint use agreements between state agencies, particularly state universities, and to discern the types of joint use-related strategies they employ. Because little information exists on this topic, it was necessary to research the practices of local school districts and other local entities, and then adapt the information to fit the university need. Through this examination, the project also identifies issues with this process and solutions for addressing them. To do so effectively, the paper explores such research questions as: Under what conditions and contexts do schools and local municipalities enter into joint use partnerships? What are the benefits and challenges of administering successful joint use agreements? What are the solutions for solving these challenges so that the partnership remains effective and sustainable?

The second purpose of this project is the examination of the feasibility of a joint use partnership between the City of San Luis Obispo and Cal Poly regarding the joint use the University's Sports Complex. As stated above, the City would greatly benefit from a joint use agreement with the University, especially during the summer months when student demand is low and when the majority of the City's fields are closed for maintenance. Some of the questions explored here include: What populations will be served by the joint use facility, and what are their specific recreation needs? What types of activities or programs are being considered? What are the costs associated with establishing a joint use agreement? What sorts of issues have arisen in the past, and how will this contract address those issues?

Need for the Study

In addition to the previously stated City need for additional recreational fields, this study also provides direction for policymakers to make joint use more attainable with state universities. Because very little research currently exists to inform joint use partnerships between state agencies (other than local school districts), the opportunities for exploration are endless. Of particular interest, however, are the fields of local and state policy and financing methods.

State universities are increasingly being called upon to help sustain vibrant, active, and healthy communities. Meeting these new demands “must be met with a system of supports that structures effective joint use partnerships” (Vincent, 2010, p. 33). Expanding the uses of these institutions’ spaces through joint use is a promising way to do so, especially since universities often offer facilities of greater scale and quality than school districts. For example, where school districts usually offer joint use of their recreation fields and gymnasiums, universities may offer the same, as well as performing arts centers, libraries, stadiums, and/or exhibition halls.

Discussions with Cal Poly officials revealed that Cal Poly is currently unable to engage in a joint use partnership with the City, given that the Sports Complex is also already heavily used, coordination with the City is difficult, and the two partners could not decide on an appropriate funding mechanism. This study seeks to better inform the City and the University of the current condition of use at the Sports Complex so as to promote renewed discussions in the future, and thus help the City meet the recreation needs of the community.

Research Questions

As stated above, the research questions to be pursued in the paper are the following:

- Under what conditions and contexts do schools and local municipalities enter into joint use partnerships?
- What are the benefits and challenges of administering successful joint use agreements?
- What are the solutions for solving these challenges so that the partnership remains effective and sustainable?

In creating a joint use agreement specific to the needs of San Luis Obispo and Cal Poly, the paper will address the following questions, which are also indicated above:

- What populations will be served by the joint use facility, and what are their specific recreation needs? What types of activities or programs are being considered?
- What are the costs associated with establishing a joint use agreement?
- What sorts of issues have arisen in the past, and how will this contract address those issues?

CHAPTER II

LITERATURE REVIEW

Introduction

To provide context for this project, a review of literature has been conducted to provide a knowledge base from which it is possible to develop successful joint use agreements. This chapter begins with a brief overview of the origins of joint use agreements with a focus on the purpose of joint use agreements, particularly between state agencies. The chapter then examines legislation surrounding joint use partnerships from a state and federal perspective, followed by a discussion of the necessary elements that form successful joint use agreements. The final section of the chapter provides an analysis of the benefits and challenges of developing and administering joint use agreements. A review of applicable research methodology is provided in Chapter 3.

Definitions of Joint Use

Joint use agreements offer a way for school districts and universities to open their facilities to community use. According to Ogilvie and Zimmerman (2010), “A joint use agreement refers to a written agreement between a school and one or more public or private (nonprofit) entities setting forth the terms and conditions for sharing the use of the school’s indoor and outdoor facilities” (p. 10). Schools are often seen as having natural joint use possibilities because they are one of the most prevalent public spaces. Subject to overriding state and local laws, the agreements can allocate to local government some or all of the responsibility for costs, security, supervision, maintenance, repairs, and potential liability (“What Is a Joint Use Agreement?” 2010). These agreements can result in access ranging from informal or “open” public use to organized after-school and weekend athletic activities for adults and youth (Ogilvie and Zimmerman, 2010, p. 10). Joint use, however, is a flexible term and each locality’s conception of it can vary; each community may address a specific local need by distributing

resources and responsibilities where they are most appropriate. How joint use is defined or described, moreover, can have an impact on how a joint use program or facility is funded or administered (Zier, 2010, p. 5). While the term is widely encompassing in most facets, the Center for Cities and School has identified three distinct, yet interrelated, overarching strategies seen in the literature about joint use: basic joint use, joint development for joint use, and joint use partnerships.

Basic Joint Use

In its simplest sense, the joint use of schools is the use of school controlled, owned, or utilized facilities by a non-school entity. This “basic joint use establishes the right to access school spaces and applies broadly to a class of parties, such as individuals, groups, other public agencies, private organizations, and/or nonprofit organizations” (Vincent, 2010, p. 10). The basic joint use access is typically for a limited and short term. There is, moreover, usually no extensive or unique legal documentation but rather a standard application form outlining fees and including some indemnification of the school district related to liability (Vincent, 2010, p. 10). Usage fees are typically pre-set and apply to all users or to specific categories of users.

Joint Development for Use

Joint development for joint use is a “bricks-and-mortar” strategy to build facilities that will be jointly used (Vincent, 2010, p. 10). Filardo, Vincent, Allen, and Franklin (2010) found the following:

Joint development of new or existing public school facilities enables the site, building plan and design to better support the joint use of the building and land. Successful joint development requires the public education, civic, school, community and real estate users to collaboratively articulate a vision, develop a plan for design, agree on a schedule, and agree on how building and site costs will be paid for and maintained. (p. 3)

Furthermore, ongoing joint use agreements are necessarily a part of joint development agreements. Similar to basic joint use, joint development may be school, community, or real estate driven.

Joint Use Partnerships

Joint use partnerships are the most formal of the three approaches. They establish ongoing joint use and describe the official relationship, policies, and procedures agreed upon between a public school and one or more other entity (Vincent, 2010, p. 11). Joint use here refers to shared use by agencies that was negotiated after a facility was built, so it was not purposefully designed for use by both their clienteles (Crompton, 2000, p. 101). Most commonly it relates to the use of school facilities by park and recreation agencies. Joint use partnerships, moreover, involve a separately developed contract or official agreement which specifically outlines the terms of the shared space. The partnership details are outlined in a formal contract because the terms of the partnership are not possible with existing practice or policy (Vincent, 2010, p.11). In other words, the partnership contract sets a new set of binding rules that all parties will adhere to.

For the purposes of this project, the following paper employs the third definition explained above; it will examine the intricacies of joint use partnerships, specifically between state agencies. Because the University's Sports Complex is already developed, and because the City and the University have never implemented such an agreement before—and thus there are no existing policies to regulate the partnership—it is necessary to recognize it as a joint use partnership.

Origins and Purpose of Joint Use Agreements

Origins

The potential for using a common facility to provide for a community's education and recreation needs has been recognized for more than 200 years. There are several examples of joint

use projects that have been documented during this time. One of the first instances of shared use was exhibited at The English High School, the first public high school in the U.S., where the school shared a building with the Town Watch and Hero Fire Engine Company in 1821 (Reeve, 2000, p. 4). In 1898, New York schools were opened as evening recreation centers to support educational recreation programs for adults (Crompton, 2000, p. 101). Community schools, another form of joint use project, originated in Flint, Michigan, in the 1930s when the city needed playgrounds and summer programs; the project involved turning a schoolhouse into an after-school community center (Reeve, 2000, p. 4). Then, “in 1940, the National Education Association urged school districts to make available, for leisure use, all suitable school facilities in the community outside of school hours and during vacation periods” (Crompton, 2000, p. 101). The two principal factors motivating school districts and local municipalities to participate in joint use facilities were the provision of public services and the significant savings on operation and maintenance costs. Today, most school districts support policies that open their facilities to the public. State and federal legislation regarding the establishment of joint use partnerships is discussed in Section IV below.

While joint use projects were originally established between school districts and local municipalities, over the years other entities have begun to establish them as well. Individuals, civic groups, other public agencies, private non-profit organizations, and private for-profit corporations have also taken advantage of the benefits of joint use projects. Despite this addition of new users, the majority of joint use projects today remain between school districts and local municipalities—colleges and universities do not typically engage in joint use partnerships because of the various obstacles and constraints associated with doing so. Because of this, research regarding joint use of higher education institutional facilities is scarce and, thus, this paper adapts information pertaining to school districts and associates it with partnerships between universities and local municipalities, where appropriate.

Purpose of Joint Use Agreements

As stated above, the initial purpose of establishing joint use agreements was to provide services to the public in an efficient manner while saving on operation and maintenance costs. Today, the motives are not much different. In this time of “reduced local agency budgets and scarce resources, a collaborative joint use approach can be a helpful, creative way to continue providing local services while reducing operation and maintenance costs” (“Joint Use of Facilities Overview,” 2012). In other words, local agencies are employing joint use agreements as a tool to stretch taxpayer resources as far as possible in service to shared constituents.

During the school day, school facilities and grounds provide students with space designed to support learning, assembly, and play. When the school day ends, “these facilities may be locked up, inaccessible to both students and other community members, but the spaces they already provide would be expensive and inefficient to replicate elsewhere within local communities” (House of Representatives, 2012). When not being used for school purposes, joint use programming is one way of extending the use of school facilities beyond school hours and allowing members of the public the use of facilities.

While the fundamental motives for establishing joint use agreements have remained the same over the years, a new dimension has been integrated as a response to increasing public health concerns in the U.S., namely obesity. Of particular concern is the prevalence and rise of obesity among children. According to Spengler, Young, and Linton (2007), since the 1970s, the percentage of obese children aged 6 to 11 years has tripled, and the percentage has doubled for preschool children and adolescents (p. 390). For adults, the prevalence of obesity and overweight is problematic as well—two thirds are overweight. Despite the health benefits of exercise and the health detriments associated with obesity, few Americans engage in the recommended 30 minutes of moderate physical activity most days of the week, with 40 percent of adults failing to participate in any regular physical activity (Spengler & Young, 2007, p.390). By closing off recreational facilities after school many children and families are left struggling to incorporate

physical activity into their daily routines, as they may live in an area without a nearby park or be unable to afford exercise equipment or a gym membership. Changing the environments in which children and adults exercise and play, then, is seen as a central component in improving opportunities for physical activity and in fighting the obesity epidemic.

By creating or enhancing access to places for physical activity, levels of physical activity are reduced and activity levels are increased. The Center for Disease Control has found that the creation and improvement of places to be physically active have the potential to increase the percentage of people who exercise at least three times a week by 25 percent. Such indoor and outdoor facilities as tracks, gymnasiums, fields, playgrounds, and courts are examples of opportunities that provide for physical activity. Joint use partnerships can help address these issues, as they make physical activity easier by providing both children and adults with safe, conveniently located and inviting places to exercise and play (“Joint Use 101,” 2009).

The benefits associated with establishing joint use agreements are many and are discussed in Section VI below.

Legal Framework Supporting Joint Use

Policy can play a significant role in supporting, or hindering, joint use partnerships. Originally, legal restrictions limited the use of school facilities for anything other than the education of children. Since the early 1900s, however, “the courts have gradually liberalized their position so that the interpretation of legal restraints is left up to the individual school district” (Reeve, 2000, p. 34). The use of school buildings and grounds for extracurricular activities was determined by the needs of the school district’s local community.

Public policy has evolved greatly since the 1900s and it now encourages most school districts, as public entities, to allow some level of general public use of grounds for recreation and to support civic uses of public school, such as voting, community meetings, and special events (Filardo et al., 2010, p. 2). It is important to note here that existing legislation does not regulate

partnerships between colleges or universities, and as such, these higher education institutions are responsible for establishing and implementing their own regulations. The legal framework supporting joint use from a federal and state (California) perspective is discussed separately below.

Federal Legislation

Policy development regarding joint use partnerships usually occurs at the local or state level, yet there are still some examples of federal legislation that seek to improve the health, safety, and welfare of the general public. Much of the legislation at this level does not directly address joint use partnerships but they are tortuous products of the legislation. For example, according to Spengler, Young, and Linton (2007), federal legislation providing for the development of school wellness policies indirectly supports the shared use of school property by the public (p.395). The 2004 Child Nutrition Act required all schools participating in the National School Lunch Program to have a local wellness policy in place by June 30, 2006. Although the overarching goal of the legislation is to promote student health and to reduce childhood obesity, a by-product of the legislation affects the physical activity of children and adults in the community (Spengler & Young, 2007, 395). The wellness policy referred to here includes goals for nutrition education, physical activity and other school-based activities that are designed to promote student wellness in a manner that the local educational agency determines appropriate. Each school district, moreover, chooses goals that they wish to implement, leaving key decision making to local boards and administrators.

California State Legislation

There is a long history in California of laws promoting community use of school facilities. The California Board of Education recognizes that agencies at all levels of government

share its concern and responsibility for the health, safety, and welfare of youth, and thus, the California Education Code now has many provisions that encourage or require joint use (“Relations Between Other Governmental Agencies and the School,” 2003). In 1917, the California Legislature enacted the California Civic Center Act, which created a policy foundation for joint use schools. The Act establishes California’s public schools as civic centers that can be used for supervised recreational activities (“California’s Policy Framework,” 2009). It states the following:

There is a civic center at each and every public school facility and grounds within the state where the citizens, parent teacher associations, Camp Fire girls, Boy Scout troops, veterans’ organizations, farmers’ organizations, school-community advisory councils, senior citizens’ organizations, clubs, and associations formed for recreational, educational, political, economic, artistic, or moral activities of the public school districts may engage in supervised recreational activities, and where they may meet and discuss, from time to time, as they may desire, any subjects and questions that in their judgment pertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside (Cooper& Vincent, 2008, p. 14).

When no other location is available, a school must grant access to community members and organizations promoting youth and school activities. California’s community colleges have similar requirements.

Further additions to California’s Education Code have created a more concrete policy framework supporting joint use schools. The following excerpts are adapted from a joint report from the Center for Cities Schools and Public Health Law and Policy (2008):

Section 17050: A district may enter into a contract with the county, or other appropriate entity having responsibility for the provision of public library services, in which the district is located for the purpose of operating a joint use library facility at a school site owned by the district.

Section 17051: A district may enter into an agreement with another governmental entity that includes some or all of the territory of the district for the purpose of the joint use of park and recreation facilities, including an

auditorium, or commercial or industrial facilities.

Section 17052: The State Allocation Board may fund joint use projects to construct libraries, multipurpose rooms, and gymnasiums on school campuses where these facilities are used jointly for both school and community purposes.

Section 17060: A school district may enter into joint venture relationships that result in school facilities construction.

Section 17077.40: a) With funds made available for the purposes of this article, the board may provide a grant to fund joint use projects to construct facilities on kindergarten to grade 12, inclusive, school sites. b) (paraphrased) A school district may apply to the board for funding under this article for a project where the joint use project is part of an application for new construction or reconfiguration of existing facilities that will result in a multipurpose room, gymnasium, child care facility, library, or teacher education facility.

Section 17110: The governing board of a school district may issue for sale revenue bonds to finance the construction of joint occupancy facilities.

Section 17515: Any school district may enter into leases and agreements relating to real property and buildings to be used jointly by the district and any private person, firm or corporation pursuant to this article.

Section 17527: The governing board of any school district may enter into agreements to make vacant classrooms and other space in operating schools available for rent or lease to other school districts, educational agencies, except private educational institutions.

Additional legislation includes the Community Recreation Act (the primary law that authorized school districts to establish community recreation programs), the School Facility Joint Use Program (provides schools with funds to construct new joint use facilities), the Community College Civic Center Act (provides that there is a civic center at each and every community college within the state), the After School Education and Safety Program (creates incentives for establishing before- and after-school programs), and the 21st Century Community Learning Centers Program (provides opportunities for communities to establish or expand activities that provide economic enrichment, offer

services and activities, and offer families of students served by the centers opportunities for literacy and related education development).

Current Approaches to Joint Use Agreements

Creating a successful joint use agreement requires much thought, work, and cooperation, and can take some effort to reach agreement on the range of issues involved. By defining the resources being governed—and by clearly articulating each party’s roles and responsibilities—an effective agreement will minimize any potential conflict, ensuring that the benefits of the partnership outweigh the challenges (Ogilvie & Zimmerman, 2010, p. 15). Ogilvie and Zimmerman state, moreover, that there is no single path to developing a joint use agreement, but there are certain strategies that can help guide the way. Cox Jones’s study (2000) looking at three joint use capital improvement projects in three states (Arizona, California, and Colorado), found that there are seven specific elements necessary to create and maintain successful joint use educational centers. They are: 1) partners; 2) people; 3) planning; 4) politics; 5) property; 6) pence (funds); and 7) politics/procedures. Taken together, these components act to create effective joint use agreements, yet a more recent study by the Center for Cities & Schools (2008) echoes Jones’s research and concludes that the most important elements are the need to craft joint use partnerships that address explicit local needs; the need to broker trusting and sustainable relationships; the need to address liability concerns; and lastly, the need to devise an efficient funding scheme. These are each discussed in more detail below.

Address Explicit Local Needs

As stated above, joint use partnerships, agreements, and facilities can vary significantly from one location to another. Where one community, for example, may be in need of athletic fields, another may be in need of special event spaces or additional library facilities. As such, school districts and their partners structure their partnerships differently, make different

contributions, share different types, and levels of value added, voice different needs, and achieve different goals (Cooper & Vincent, 2008, p. 39). The agreement must reflect the individual requests—especially the administrative needs and programmatic goals—of each party in order for it to be successful. The agreement must also be consistent with the city’s general plan and other policy documents.

Broker Trusting and Sustainable Relationships

Establishing trusting and sustainable relationships with stakeholders is key to the success of a joint use partnership. According to Jones (2001), “choosing the right partners for joint use ventures is arguable the most important factor in their success (p. 138). Overlooking or avoiding this aspect of the process would be perilous. By “starting off with a small pilot project, joint use partners can build the necessary relationships and trust over time...[Then] once a relationship is established, in addition to ensuring communications between partners regarding existing joint use projects, new joint use programs and facilities can be added to a locale’s joint use palette (Cooper & Vincent, 2008, p. 38). The school’s responsibility here is to ensure that staff members, including custodians, coaches, and principals, to support the joint use of the facility to operate and maintain it. The local municipality’s responsibility is to ensure that they uphold the same administration and maintenance standards at the school’s facility that they do at the city’s facilities, and that policies remain transparent. 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 (Ogilvie & Zimmerman, 2010, p. 74). A work plan may be necessary here, to organize the various tasks and outcomes needed to achieve a successful agreement.

Address Liability Concerns

Although the community use of schools is successful in many communities today, there are real and perceived constraints to allowing public access to school property for physical activity due to liability concerns (Spengler & Young, 2007, p. 391). Literature indicated that “for landowners, both public and private, the fear of a lawsuit arising from injuries to recreational users of their property is a primary concern (Spengler & Young, 2007, p. 392). Even when statutory protections exist and free access is granted, liability concerns remain a barrier to public access. Successful joint use partnerships, then, have structured sound liability coverage that effectively meets the needs of all parties.

To understand these concerns, it is necessary to have a basic understanding of tort liability. Public Health Law & Policy (2009), or PHLP, explains that a school district may be concerned about being liable, or legally obligated for a tort—this is, property damage or the injury or death of a person. Usually, a person or entity found liable in tort must compensate the victim for the injury or harm suffered by paying damages. PHLP also explains that there are four factors that generally must occur for a person or entity to be found liable in tort:

1. The person or entity must have a duty or legal obligation to use care toward the victim.
2. The person or entity must be negligent, having failed to use reasonable care toward the victim (in other words, the person breached—violated or broke—the duty of care).
3. The negligence must have caused injury to the victim.
4. The victim must have suffered damage or harm.

Within the broad category of torts, negligence represents the most likely type of lawsuit a school might face when someone is injured on school property. Spengler, Young, and Linton (2007) define negligent conduct as that which falls below the standard established by law for the protection of others against an unreasonable risk of harm (p. 391).

Public schools generally have at least some legal duty to take reasonable precautions to prevent injuries, although the extent of that duty differs significantly from state to state. In

California, the Tort Claims Act gives schools strong protections against liability for injuries to recreational users of school property. It governs all negligence lawsuits brought against local government entities, including school districts. Ogilvie and Zimmerman (2010) state the following:

Under the Act, a California school district may only be liable for an injury if a state law specifically provides for liability, such as when an entity breaches a specific duty. This protection holds even if the injury was caused by an action or failure to act by the district or a district employee. The Act also limits liability by providing immunities for government entities. (p. 65)

Devise an Efficient Funding Scheme

By engaging in joint use agreements with local municipalities and maximizing use of existing city facilities, schools can save on the development and construction costs associated with building their own facilities. The cost of operating and maintaining a facility, however, increases with extended hours and use, and thus parks and recreation agencies and other public entities can tap into a variety of funding sources to help offset the costs associated with joint use. These sources include: federal and state grants; development-driven funding sources; fee-based revenues; additional funding sources (public and private); and renewable, dedicated revenue sources (e.g. special taxes and assessments) (Ogilvie & Zimmerman, 2010, p. 51).

The most common funding sources, however, are the renewable, dedicated sources. They are reliable and comprehensive and usually provide a dependable flow of funds. There are three types of dedicated funding sources that can cover the costs of ongoing maintenance and repair of joint use facilities: special taxes, special assessment districts, and bonds. Special taxes are dedicated by all registered voters in the proposed service areas, either through a one-day election or through mailed ballot, and it requires two-thirds voter support. Special assessment districts are created by local governments or by voter initiative. They are “government entities that manage resources within a defined set of boundaries, whose geographic boundaries can range from

individual cities to comprising several counties” (Ogilvie & Zimmerman, 2007, p. 56). As self-financing entities, moreover, they have the ability to raise a predictable stream of money (such as taxes, user fees, or bonds) directly from the people who benefit from the services. Lastly, bonds can also be used to cover the costs of ongoing maintenance for joint use facilities. Until 1996, there were no state school bonds that supported joint use projects. In California, in recent years, though, two state bonds have been passed by voters that included funding to support joint use projects. Proposition 203 (passed in 1996) and the Class Size Reduction Kindergarten-University Public Education Facilities Bond Act of 1998, also known as Proposition 1A, provided state funding to support the construction of joint use facilities (Reeve, 2000, p. 36).

Benefits of Joint Use Agreements

According to Kennedy (2006), “the ideal scenario for a joint-use partnership is one in which each side has something to gain” (p. 19). The mutual benefits of joint use agreements are many. Among them, the most prominent are schools’ and cities’ ability to save money, enhance the efficiency of land and building use by maximizing use of existing facilities, improve public health by providing more amenities and services, and help develop a sense of community. Each of these benefits is discussed in more detail below.

Saves Money

In light of current economic concerns, schools and local municipalities are increasingly forming partnerships at the local level. These partnerships are allowing both parties to provide better services that cost less and increase the health and livability of their communities (Cooper, 2011, p. 45). Because schools and local municipalities often seek to provide the same resources in communities, the rationale is that instead of providing separate play space at the public’s expense, partnerships could be formed to share in the cost (Vincent, 2010, p. 6). Other governmental entities—cities, counties and other education institutions—have the same financial concerns and

the same motivations for seeking joint-use arrangements. For example, land already owned by a partner may be utilized without having to purchase an additional site or fund new construction. The result, then, in theory is reduced public expenditure while still providing the same level—or better—of public services or amenities. In the case of negotiating joint use partnerships with existing school spaces, partners can contribute to the maintenance and upgrading of these spaces. At Rio School District in Oxnard, California, for example, the district has use of the facilities during the school day, and the city uses them in the evenings and on weekends. While the city is responsible for ongoing upkeep of the fields (mowing, paying for water), it allows the district to take a step back from management and maintenance costs (Kennedy, 2006, p. 21). Joint use, moreover, is both fiscally responsible public sector decision-making and wise community planning.

Maximizes Use of Existing Facilities

Similar to the above discussion regarding the economic benefits of joint use agreements, the (fiscal) efficiency of land and building use is enhanced by maximizing use of existing facilities. When school buildings are under-utilized, “a paying joint use arrangement, with either a public or private partner, can make continued operation of the school building fiscally possible where it might not otherwise have been so” (Filardo et al., 2010, p. 10).

Additionally, the establishment of a joint use agreement may help a local municipality reach its stated parkland ratio goal by taking advantage of existing facilities. Many cities tend to set goals which they know are too high (10 acres of parkland per 1,000 residents, for example), yet continually strive to work toward that goal because parks and open space are integral to wellbeing of a community. So by entering into a joint use partnership, cities may be able to include the new facility into its overall parkland ratio, thus getting closer to reaching the parkland ratio goal. Again, at Rio School District in Oxnard, providing additional recreation opportunities for its 187,000 residents makes the joint-use plan desirable. According to the city’s park

maintenance supervisor, “anytime you can add 350 acres of park, that’s a good thing.” From his standpoint, it is a win-win situation.

Improves Public Health

As discussed above, the initial purpose of joint use partnerships was the improvement of public health. Childhood and adolescent obesity has risen to alarming rates across the country, more than doubling in the last 20 years (Filardo et al., 2010, p. 8). As stated in a report published by the 21st Century School Fund and the Center for Cities and Schools (2010), “while many factors contribute to the increasing childhood obesity rates, declines in physical activity appear to be a large part of the equation” (p. 8). Public health advocates and policymakers have looked at increasing access to physical activity spaces (such as schools) in neighborhoods as a mechanism for increasing active living and decreasing childhood obesity (Vincent, 2010, p. 3). The improvement of public health is seen as a benefit here because it helps to offset the negative externalities in the community which enable the epidemic to persist. Providing more amenities and services available to both students and community members increases physical and social activity for all individuals involved. While many communities lack spaces for physical activity, there is a growing interest in joint use of public facilities to fill this void. Spaces such as fields, gyms, or playgrounds “represent modifiable factors in the physical environment; opening them can directly increase access to recreation space, especially outdoor green spaces, translating into increased opportunities to participate in physical activities”(Filardo et al., 2010, p. 9).

Helps Strengthen a Sense of Community

Successful joint use agreements help develop a sense of community in that they strengthen a community’s identity and coherence. By providing communities with more access to facilities and services, moreover, joint use programs allow schools to more effectively forge bonds with the community. Research by Bingler, Quinn, and Sullivan (2003) illustrates that the

learning environment should serve as the center of the community “that teaches its occupants about collaboration and the common good” (p. 8).

More specifically, joint use partnerships can strengthen communities by potentially resolving town-gown issues. The relationship between educational institutions and the communities in which they reside can often be described as tenuous at best (Burnett & Weiner, 1995). Research suggests that “residents of college towns are often antagonized by what they see as favoritism for college agenda, while they feel the institution isolates itself from its community” (Harasta, 2008, p.25). Research also indicates that college officials often maintain elitist attitudes toward their college’s community, thereby inhibiting both the quantity and quality of positive college/community relations (Harasta, 2008, p. 26). This seemingly strained relationship between colleges and their local communities is often referred to as “town-gown.” Regardless of the grudging mind-set that often characterizes town-gown relationships, the literature shows that initiatives designed to alleviate the feelings of resentment between colleges and their communities can be successful (Harasta, 2008). Joint use partnerships are one such initiative that can prove to be successful. By opening their grounds to the community during non-peak hours, schools have the ability to save taxpayers money, while also improving public access to physical activities. Such benefits to the public have the potential to relieve some of the tensions exhibited in college towns.

Issues and Challenges to Consider

While the joint use of schools is successful in many communities today, there are real and perceived constraints to allowing public access to school property for recreational activity. Joint use agreements, moreover, inherently imply compromise that, in some instances, may also cause tension; oftentimes, parties have conflicting needs, making it difficult to reach a consensus. The issues discussed in this section include maintenance; scheduling/programming and

Issues and Solutions Associated with Establishing Joint Use Partnerships		City & County of San Francisco and San Francisco Unified School District	City of Rosemead and Garvey Elementary School District	City of Greenbelt and two homeowners' associations
Issue	General Solution			
Maintenance Increased use of a facility naturally requires increased maintenance, upkeep, and repair.	Determine at the onset of the partnership 1) the amount of maintenance that will be required if facilities are shared; 2) which staff will be responsible for maintenance; and 3) how maintenance costs will be shared. The sharing of maintenance costs may be partly based on the amount of time that a facility is used by each party.	The agreement requires regular inspection and immediate remediation of any damage to the school sites as a result of the project use. Both the District and the City inspect the site before the beginning of the school week. This overlap is built in to the project to ensure that the facilities are properly inspected and maintained.	The school district takes responsibility for costs associated with site utilities, cleaning, and maintenance. However, according to agreements any damages to the facility by City use shall be repaired to the District's standards at City cost.	The city agreed to be responsible for playground maintenance, and the homeowners' associations 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.
Scheduling and Programming Accommodating different user groups' needs is often an issue when developing agreements because of the various activities, schedules, and administrative bodies involved.	Establish a task force to create a schedule of programming, to make sure all parties are aware of their rights and responsibilities, and to establish clear prioritization rules. The task force should meet quarterly to review the schedule and resolve any unresolved issues.	If a school wishes to use its playground on the weekend for its own purposes, the principal provides several weeks notice to District staff and the city's central information hub. The District is responsible for posting notice and communicating this information to project partners.	The City provides the District with a schedule of anticipated usage of the gym for the upcoming school year. District and city staff meet regularly to discuss facility use required by both sides.	No information.
Management With increased use of a facility, more personnel are needed to operate and manage it.	Makes sure that all stakeholders are informed of the terms of the agreement and that they support it. Trust and communication are key. Also make sure that everyone has consistent information and adequate opportunities to respond to the joint use agreement.	No public staffing is required on the site during hours of operation. Existing Recreation and Park Department staff is charged with locking, unlocking, and inspecting participating school grounds. The City is also responsible for providing staff necessary to return sites to the conditions they were found.	The City and District provide staffing, supervision and security for their own programs and events. The City assigns a minimum of two staff per day to supervise its after-school recreation programs.	No information.
Safety and Liability Administrators are faced with the dilemma of weighing the benefits of providing access to school facilities against the corresponding risk of liability.	Parties should start by understanding each other's concerns and work together to recommend solutions to mitigate those concerns. Risk management is a useful tool for getting the parties to comply with health and safety laws designed to protect students, employees, and visitors.	The City assumes liability and responsibility for any activity that results from the project. The City of San Francisco is self-insured, meaning that it does not carry insurance from an outside insurance provider. Instead, the City anticipates its potential liability and allocates General Fund money to a fund that covers liability-related payments.	The joint use agreements for the gymnasiums include indemnity clauses for both the City and the District. Both entities hold each other harmless from any and all claims arising out of any criminal or negligent act done by the other party. Because GESD is responsible for maintaining the facility, it carries the bulk of the potential liability risk associated with these facilities.	No information.
Costs and Funding All of the issues discussed here contain some sort of funding component, and in every case it implies additional costs.	Various funding strategies exist: here, including: 1) consider the existing resources and the available opportunities and needs, and then choose the appropriate funding mechanism; 2) apply for funding from the state after all parties have approved the plan; 3) form partnerships with organizations that, together, have access to a variety of funding streams and pool the resources; and 4) local government can allocate money from the general fund to finance all aspects of joint use ventures.	The school district has allocated \$15,000 in staff overtime to cover the costs of district staff conducting inspections and securing the playgrounds at the end of the weekend. The City's RPD has not incurred any increased costs since existing park staff is fulfilling the Department's responsibilities of opening and closing the project sites.	GESD applied for and ultimately received nearly \$1 million in state grant funding for each of the new gymnasiums. By signing on as a joint use partner, the City helped GESD obtain state funding. The remainder of the costs were covered by local school construction bonds. As a joint use partner, the City is entitled to use these joint use facilities as outlined in the joint use agreements.	The City covers 75 percent of anticipated costs for new equipment, new surfacing materials, and periodic replenishment of surfacing, and the HOAs cover 25 percent. The HOAs are solely responsible for landscaping, trash, lighting, fencing, and benches. The agreements have encouraged HOAs to invest their own funds in the play spaces.

Table 1: Sources:

Center for Cities and Schools. (2008). Joint use school partnerships in California: Strategies to enhance school and communities. Berkeley, CA: Tamar Cooper & Jeffrey M. Vincent.

Kaboom and Public Health Law & Policy. (2012). Playing smart: Maximizing the potential of school and community property through joint use agreements. Washington, DC: Manel Kappagoda and Robert Ogilvie.

Public Health Law & Policy. (2010). Opening school grounds to the community after school hours. Oakland, CA: Robert Ogilvie and Jason Zimmerman.

management; safety and liability; and costs and funding. Table 1 outlines the issues and general solutions associated with establishing a joint use partnership, and it examines the approach of three different case studies: San Francisco, Rosemead, CA and Greenbelt, MD.

Maintenance

The increased use of any athletic facility requires increased maintenance, and joint use agreements can help schools and their partner(s) establish mutually agreed responsibility for facility maintenance and repair. To keep the shared facility in good condition, and to ensure that it is not *overused*, it is necessary to provide more care than was previously administered. In conjunction with increased maintenance is an increased need for additional custodial services and utilities (such as water and electricity) as well. All of this amounts to greater operational costs, and the burden of payment must be clearly stipulated at the outset of the agreement for a positive partnership.

In order to guide the maintenance and protection of facilities, it is important to spell out in the agreement exactly what constitutes "maintenance," and which party will assume responsibility for the repair, and upkeep of the facility. Additionally, determine 1) the amount of maintenance that will be required if facilities are shared; 2) which staff will be responsible for maintenance; and 3) how maintenance costs will be shared ("Promoting Physical Activity through the Shared Use of School and Community Recreational Resources," 2012). The sharing of maintenance costs may be partly based on the amount of time that a facility is used by each party. Given these greater operational costs, the burden of payment must be clearly stipulated at the outset of the agreement as well.

The City and County of San Francisco and the San Francisco Unified School District (SFUSD) have successfully established a working partnership which opens school playgrounds to the community. The partners have evaded any potential maintenance problems with their Memorandum of Understanding (MOU), which is "signed by the City and SFUSD that specifies

the responsibilities and expectations for the joint use Schools as Community Hubs Pilot Project” (Cooper & Vincent, 2008, p. 23). The MOU, moreover, “established a protocol that requires regular inspection and immediate remediation of any damage to the school sites as a result of the project use” (Cooper & Vincent, 2008, p. 23). Both the District and the City inspect the site before the beginning of the school week, and this overlap is built into the project to ensure that the facilities are properly inspected and maintained.

Similarly, the City of Greenbelt and two local homeowners associations, moreover, have solved the maintenance issue by determining what maintenance was required to keep the joint use playgrounds safe and in good condition. The partners then decided that the City would be responsible for playground maintenance, and the homeowners associations would be responsible for mowing grass and trash removal. In exchange for the city providing maintenance, the playgrounds were opened to the broader public from dawn until dusk.

Scheduling/Programming and Management

Coordination between the parties is an integral component to the success of any joint use agreement, yet it is also one of the greatest challenges to effectively administering them. Accommodating the different user groups’ needs is often an issue when developing joint use agreements because of the various activities, schedules, and administrative bodies involved. According to Crompton (2000), there are inevitably occasions when both parties want to use the same facilities at the same time and it is not possible for them to do so (p. 105). Thus, hours of availability and conditions of use should be clearly stated in the agreement. From a community perspective, “the non-availability of facilities during the school day is likely to exclude some clientele groups, such as evening shift workers, lunch-time enthusiasts, and homemakers from using the facility at the time that is most convenient for them” (Crompton, 2000, p. 106).

Increased and effective management, then, is needed to successfully program and administer a joint use agreement. As stated above, with increased use of a facility, more personnel

are needed to operate and manage it, and thus the partners are required to devise a comprehensive agreement which stipulates who is responsible for the facility during what times, and who is responsible for hiring and paying the additional employees. Filardo, Vincent, Allen, and Franklin (2010) find that the lack of staff support to local school to manage the requirements of collaboration, space sharing, and communication between multiple users is a significant challenge to implementation (p. 10).

To address this issue, it may be useful to establish a task force or similar body to create a schedule of programming to ensure that all parties know their rights and responsibilities, and to establish clear prioritization policies. The task force should meet regularly to review the schedule and to address any unresolved issues. Ultimately, the joint use agreement must meet the administrative needs and programmatic goals of each partner.

This City of Rosemead and Garvey Elementary School District (GESD) entered into a joint use agreement which permits the City to use the District's gymnasiums at no cost during non-school hours for city-sponsored programs. While the partners did not establish a separate task force to address scheduling issues here, they did develop an effective communication structure which encourages cooperation and compromise. The City provides the District with a schedule of anticipated usage of the gym for the upcoming school year, and the District strives to meet the City's needs in the forthcoming schedule. District and city staff, then, meet regularly to discuss facility use required by both sides.

Safety and Liability

As previously mentioned, there are real and perceived constraints to allowing public access to school property for physical activity. Liability issues regarding the provision of access to public school grounds is likely a domain influencing access decisions. Spengler, Young, and Linton (2007) note that that the perception of liability risk might be more important than reality in

detering schools from engaging in joint use partnerships. In further discussing issues regarding liability, Spengler, Young, and Linton state the following:

The public access literature indicates that for landowners, both public (e.g., municipal parks) and private (e.g., lessors of land for hunting and fishing), the fear of a lawsuit arising from injuries to recreational users of their property is a primary concern. Even when statutory protections exist and free access is granted, liability concerns remain a barrier to public access. Furthermore, public access findings indicate that landowners often use the threat of liability as a justification to restrict public access to their property. (p. 392)

In the school setting, administrators are faced with the dilemma of weighing the benefits of providing access to school facilities (community health benefits associated with physical activity) against the corresponding risk of liability should someone be injured while on school grounds. As such, the perception of liability risk is central to the decision-making process.

To overcome this obstacle, partners should start by understanding each other's concerns and working together to recommend solutions to mitigate those concerns. Risk management is a useful tool here for getting the parties to comply with health and safety laws designed to protect students, employees, and visitors. This strategy ensures that school buildings and grounds are maintained in a safe condition and that they are carefully supervised and protected.

The City of Rosemead and GESD have practiced risk management successfully in that they have created a joint use agreement for the gymnasiums that includes indemnity clauses for both the City and the District. Both parties examined the possibilities and potential risks at the facilities and decided that they would “hold each other harmless from any and all claims arising out of any criminal or negligent act done by the other party” (Cooper and Vincent, 2008, p. 30). Because GESD is responsible for maintaining the facility, moreover, it carries the bulk of the potential liability risk associated with these facilities.

Costs

All of the challenges discussed above contain some sort of funding component, and in every case it implies additional costs—either for supervision and support staff; custodial services; utilities; maintenance; supplies; and wear and tear on fields and equipment. Joint use agreements often include a cost assessment that helps both partners better understand and address the costs associated with sharing facilities (“Promoting Physical Activity through the Shared Use of School and Community Recreational Resources,” 2012). Forecasts of continued reductions in revenues available for facilities operation and maintenance may also prove to be an issue when administering joint use agreements. The strain of providing additional funding for the increased utilization of a school’s facility often proves to be one of the principal challenges of administering successful joint use agreements, especially given the current economic condition of nominal budgets for ventures such as these.

To solve this issue, parties may choose from a variety of well-established funding mechanisms. They may decide to 1) consider the existing resources and the available opportunities and needs, and then choose the appropriate funding method; 2) apply for funding from the state after all parties have approved the plan; or 3) form partnerships with agencies that, together, have access to a variety of funding streams, and then pool the resources. Additionally, even in the current economic condition of nominal budgets, local government are still able to allocate money from the general fund to finance all aspects of joint use ventures.

The City of Rosemead and GESD aptly applied some of these strategies, which have proven to be very fruitful in this partnership. As for the development and construction of the gymnasiums, GESD applied for and received nearly \$1 million in state grant funding, and by signing on as a joint use partner, the City helped GESD obtain state funding (Vincent, 2010, p. 28). The remainder of the costs were covered by local school construction bonds. The joint use agreement between GESD and the City provided Rosemead additional recreational facilities at no (capital or maintenance) cost to the City. As a joint use partner, the City is entitled to use these

joint use facilities as outlined in the joint use agreements. As for other costs, the school district assumes all costs associated with operating and maintaining the joint use gymnasiums; all facility maintenance and utilities are covered by GESD (Vincent, 2010, p. 29). Because the City was so cooperative in obtaining joint use funds from the State, the District is reciprocating by assuming all maintenance responsibilities. This arrangement also ensures that the property is maintained to district standards.

CHAPTER III

METHODOLOGY

This chapter provides a description of the methodology and research design used to identify the elements commonly found in joint use agreements and policies for effectively administering them. In order to provide this information, the research seeks to address the following questions: What elements are commonly found in a joint use agreement? What are the needs and limitations of both parties? What is the most effective way to administer and manage a joint use agreement? What are the benefits and problems with administering a joint use agreement? The first section describes the various methods used to collect and analyze data: inventory of facility features and conditions, interviews with facility directors, public agency officials, and athletic groups. The next section includes an overview of the relevant literature on the research methods, a description of how they were designed, and an assessment of the implementation. The final section describes the secondary data sources, including planning documents, academic journals, web-based documentation of the Sports Complex and example joint use agreements, and US Census data.

The project is divided into four distinct phases, each of which dictates a different research method, but all are approaches to the final product. The first and second phases involve reviewing secondary data sources and collecting background information regarding successful joint use administration. The review of secondary data sources, particularly academic journals, coupled with the facility inventory and interviews will form the bulk of the Context Chapter. This chapter explains the development history and current condition of the Sports Complex, and provides an understanding of the political conditions under which a joint use agreement may occur. Interviews and a thorough case study analysis form the bulk of the Findings Chapter in which issues and solutions for effectively administering a joint use agreement are addressed. Relevant contacts at Cal Poly includes the ASI Director, Athletic Director, and Facilities Director who

provides insight as to use, maintenance, and costs associated with the Sports Complex. Relevant contacts at the City include the Parks and Recreation Director and Supervisor, City Manager, and Joint Use Commissioners. These contacts at the City provided information regarding the City's budget and user needs.

CHAPTER IV

CONTEXT

Introduction

As the previous chapter illustrates, there are several approaches to establishing joint use partnerships. The policies and implementation strategies outlined in joint use agreements vary greatly depending on the community's needs and available resources. Following a discussion of the origins, purpose, relevant legislation, and basic elements of joint use agreements, the previous chapter examines the key issues and solutions associated with joint use partnerships.

This chapter provides context for the issues and solutions discussed in the previous chapter. It offers a case study which explores the failed attempt at a joint use partnership between Cal Poly and the City of San Luis Obispo for the joint use of the University's Sports Complex. Included in this examination is a discussion of development, funding, implementation, and administration. This case seeks to illustrate the commonalities and differences that exist with joint use partnerships between state agencies.

California Polytechnic State University: Sports Complex

Facility Location and Description

Location

The Sports Complex is located approximately one-half mile north of the City of San Luis Obispo and two-thirds of a mile east of Highway 1, in San Luis Obispo County, and on the Cal Poly campus. Regional access is provided by U.S. Highway 101 located south of the campus and State Route 1 located west of campus.

Description

The Sport Complex, which opened in 2004, is a 47-acre facility comprised of Baggett Stadium for baseball, Bob Janssen Field for softball as well as seven competition and practices fields for soccer and football (“Facilities,” 2012). Baggett Stadium and Bob Janssen Field (the lower fields) are natural turf whereas the competition and practice fields (the upper fields) are synthetic turf. Both Baggett Stadium and Janssen Stadium are NCAA regulation stadia. The surrounding competition fields are used for men’s and women’s club lacrosse, rugby and intramural team sports. The University has also recently added five full size basketball courts located at the Upper Sports Complex, between the synthetic turf fields and the stadiums. All facilities are lighted.

History of Development

In its nascent stages, the Sports Complex was originally envisioned as a shared use facility, but is now the result of a campus effort to improve fields for Athletics, Academic Programs, and Recreational Sports. When Cal Poly began examining the prospects of the facility in 1994, it determined that external partners were necessary to share in the cost of building and maintaining the facility, and accordingly, each partner would share in the use of the fields. The partners initially included Cal Poly Athletics, Cal Poly ASI, and the City of San Luis Obispo. According to Cal Poly Assistant Vice President of Administration and Finance, however, “over the course of developing the joint use agreement, the City could not come to agreement with regard to funding and use, and subsequently pulled out of the project” (K. Webb, personal communication, April 18, 2012). Cal Poly had a great need for the facility, though, and forged ahead without the City. Upon the City’s withdrawal, the Cal Poly approached the student body instead for financial support, and after a school-wide election, the student body voted to proceed with the project and pay the City’s share of \$1.5 million. A partnership was then created between three internal bodies: Athletics, Associated Students Incorporated (ASI), and the University.

Title IX and Changes to the National Collegiate Athletic Association Regulations

The development of the Cal Poly Sports Complex was originally a direct result of Title IX regulations, especially with respect to women's sport equity. Title IX was enacted by Congress to prohibit sex discrimination in any education program or activity—public or private—receiving federal funds and it states the following:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.
(AAUW, 2004) http://www.aauw.org/act/laf/library/assault_titleix.cfm

Cal Poly was a men's institution until the mid-1960s, when it became a co-ed institution. At this time, women's sports were just emerging. Men were playing in the NCAA and women were still playing in the American Association of University Women (AAUW). It was not until the early 1980s—about the time when Title IX took effect—that women entered into the NCAA. There were no intercollegiate sports for women prior to this time.

Because Title IX states that men and women must have equal opportunity in sport, regardless of gender, scholarship opportunities and funding for sport programs were affected by the regulations. According to the City's former Parks and Recreation Director, "the big killer for the men's sports was they could not match [funding] if you took away football, because football gives 60-80 scholarships and for all the other sports there are matching women's sports, and so that made it more challenging" (P. LeSage, personal communication, April 17, 2012). When women entered into the NCAA, then, football scholarship opportunities were taken away.

There are three levels at which to participate in the NCAA: Division 1, 2, and 3. Division 1 is the most prestigious, with many scholarships, as mentioned above. In the 1980s, Cal Poly was a Division 2 school, and the NCAA at the time allowed schools to be in different Divisions in different sports (P. LeSage, personal communication, April 17, 2012). For example, women's

track may have been in Division 3 while men's track may have been in Division 2. In late 1980s, however, the NCAA changed the regulations and mandated that all sports must be played at the same level (e.g. all Division 2 or all Division 1 teams).

In the late 1980s, Cal Poly was a Division 2 school and most schools that they played were dropping their football programs; Cal State Los Angeles, UC Santa Barbara, Long Beach State University, San Francisco State, Sonoma State and most other CSU schools eliminated their programs because they could not financially or otherwise support them (P. LeSage, personal communication, April 17, 2012). Consequently, Cal Poly was at a crossroads in the late 1980s and early 1990s when it was unsure whether it wanted to drop just its football program, or its sports program altogether. Because it was difficult to financially support all sports programs at a higher division level, Cal Poly went to the student body for funding so that it could qualify for Division 1 football for scholarships.

After hiring the new Athletic Director John McCutcheon in 1992, the idea was put before the student body to vote on whether or not they wanted Cal Poly to become an exclusively Division 1 school. The student body voted and approved the proposition.

The Origins of the Joint Use Agreement between Cal Poly and the City of San Luis Obispo

To be a Division 1 school in the NCAA, it is required that campus facilities meet Division 1 standards. It is not sufficient, for example, to simply declare that the University is a Division 1 school while having Division 2 or 3 facilities (P. LeSage, personal communication, April 17, 2012). Since Cal Poly was to become a Division 1 school, many upgrades needed to be made to the facilities. Thus, between 1993 and 1994, Cal Poly initiated the first Sports Improvement Program which was completed in three phases: 1) it resolved to make improvements to Mott Gym; 2) it resolved to upgrade the football stadium; 3) and it resolved to add outdoor practice fields to be used by all of the sports teams. The total cost for these

improvements was \$9 million. Due to the high cost of these projects, McCutcheon proposed a three-way partnership in 1998 with Cal Poly Athletics, ASI, and the City of San Luis Obispo for use of the practice fields.

It was also during this time that the City of San Luis Obispo hired a new Parks and Recreation Director, Paul LeSage, who also served on the advisory committee for Cal Poly Athletics. LeSage noticed that the City had not made any facility improvements in 15 years and was in need of additional facilities; LeSage also recognized that the City needed more than what they could financially do alone, and would greatly benefitted from the joint use partnership.

The agreement between the three entities stipulated that Cal Poly would build the fields and the City would be entitled to a third of the use. The agreement also specified that Cal Poly would save on maintenance costs, since the City would assume some of this responsibility. Additionally, given the limited budgets of all partners, the joint use agreement was appropriate.

Challenges to the Joint Use Agreement and its Eventual Termination

As discussed above, the ultimate reason the joint use agreement did not go through was because the City could not come to agreement with regard to funding and use, and subsequently pulled out of the project. Cal Poly is only allowed to grant leases in five year increments, making it difficult for the City to justify investing \$3 million in the project with the possibility that it may lose the lease. Additionally, the City alleges that the schedule of use would have been imbalanced and thus did not want to pursue the joint use agreement any longer. Additionally, the City had the same needs as Cal Poly, and consequently, there would have been time conflicts. The City's need for American Youth Soccer Organization (AYSO) games and adult softball, for example, is the same as Cal Poly's need because they both follow the same timeline—when the students are in session.

After the City withdrew from the agreement, Cal Poly decided that it would attempt to recover the lost funding by asking the student body whether or not they wanted to split the City's share with the University. As previously mentioned, the student body approved the project and agreed to pay \$1.5 million of the City's share—Cal Poly paid for the remaining \$1.5 million. The University provided the land and the maintenance. San Luis Obispo, then, proceeded to build the Damon-Garcia Sports Fields, which is now the predominant recreation facility in the City. A history of development and detailed description of this facility is discussed in a following section.

Current Use Description

User Groups and Partnerships

According to Facilities Director Mark Hunter, there is “a growing Sport Club program with more than eight field sports, more than 1,000 Intramural sports teams every year, three intercollegiate field sports, and an assortment of Kinesiology field classes” (M. Hunter, personal communication, April 18, 2012). General activity demand from the hundreds of student clubs and organizations has also increased.

Additionally, while the number of NCAA athletic teams has stayed the same, the NCAA practice regulations for how and when the teams can practice have expanded. Practice times, for example, have increased significantly since the Complex was opened, and if the athletic teams do not take advantage of the full practice time allowed, the teams will not be competitive with their counterparts. Because “all teams must keep pace, the demand on the facility has increased which is why [the University] converted the upper fields to artificial turf” (R. Johnson, personal communication, July 11, 2012); this reduces the downtime for re-seeding on half of the complex.

The only partnerships currently in place are between Cal Poly-affiliated entities: Athletics, ASI, and the University. Cal Poly Conference and Event Services engages in contracts

with non-campus users for use of campus facilities for events such as athletic camps and tournaments.

Current Use

According to the ASI Director, the Facilities Director, and the Assistant Vice President of Administration and Finance for the University, the fields are currently being used at maximum capacity. As stated above, the three upper fields were recently converted to artificial turf to meet the increased demand for field use. Between Athletics, ASI student use, academic use, conference use, and Facility Services maintenance periods, there is often no free time remaining in the schedule. In fact, there tend to be many competing uses for the time available.

Because demand is so high for the Sports Complex, it is believed that the University will eventually need more recreation facilities, and thus joint use partnerships will be necessary since it is difficult to develop such facilities today because of the lack of funding.

Scheduling

The Sports Complex is scheduled by a standing campus committee called the Sports Complex Use Committee, whose membership includes the Chair of the University Union Advisory Board, the ASI Executive Director, or designee; a representative of Intercollegiate Athletics; a representative from Block 'P'; a representative of Facility Services; and a representative from the University, at large, appointed by the Vice President for Administration ("Campus Administrative Policies," 2009). The purpose of this committee is to provide ongoing review of the Facility Use Schedule and related issues. The Committee, moreover, maintains the master Facility Use Schedule for the entire Sports Complex and has the authority to revise the schedule through unanimous vote. Block scheduling is used for the Sports Complex as it allows "all of the clubs, sports teams, intramural teams, and open recreation an opportunity to use the facility while also allowing for field rest time" (K. Webb, personal communication, April 18,

2012). In order to provide user groups with optimal and appropriate use of the sports fields, the University has devised a scheduling process which specifies priority.

Staffing

ASI staffs the Sports Complex s with a minimum of one staff member on duty. Their responsibility is to oversee the scheduled activities, as well as the informal use to make sure that field policies are followed.

Staffing for non-university events is determined by the Sports Complex Use Committee and the ASI Associate Director for Facilities. Additionally, risk level for events is determined based on number of participants, type of activity, and anticipated crowd.

Costs

All users of the Sports Complex are responsible for associated costs. Table 2 below outlines the rental rates assigned to particular groups. If a program chooses to purchase additional equipment on their behalf (not replacing old or broken equipment) they may do so at their own expense.

Sports Complex Facility Rates				
	Internal Student Groups*	Internal Cal Poly Departments**	External Users - With Campus Sponsors***	External Users - Without Campus Sponsors****
Artificial Turf Field #1	\$0	\$0	\$30/hr \$180/day	\$50/hr \$300/day
Artificial Turf Field #2	\$0	\$0	\$30/hr \$180/day	\$50/hr \$300/day
Artificial Turf Field #3	\$0	\$0	\$30/hr \$180/day	\$50/hr \$300/day
Natural Turf Field #4	\$0	\$0	\$30/hr \$180/day	\$50/hr \$300/day
Natural Turf Field #5	\$0	\$0	\$30/hr \$180/day	\$50/hr \$300/day
Natural Turf Field #6	\$0	\$0	\$30/hr \$180/day	\$50/hr \$300/day
Natural Turf Field #7	\$0	\$0	\$30/hr \$180/day	\$50/hr \$300/day

* Cal Poly Clubs and Organizations, Intramurals and Open Recreation

** Academics, Athletics and Kinesiology

*** Athletic Camps

**** Conference and Event Planning, Sports Campus and Conferences

Table 2: Sports Complex facility rates for internal and external users.

Maintenance

The Sports Complex is maintained by the University, and while in good shape, it requires significant downtime due to heavy use. The intense field maintenance, such as reseeding and sanding, occurs during the summer and, as a result, the University schedules around the fields in order to provide time for athletic camps and conferences (K. Webb, personal communication, April 18, 2012).

With reduced funding for groundskeepers, however, the hours available to be dedicated to the complex have been reduced. This can create the need for longer recovery and maintenance periods. Consequently, more care must be given to avoiding over use; the University is required by statute to recover all costs (including maintenance, set-up, striping, cleaning of fields and facilities, lighting and other utilities) associated with any non-campus use. According to Mark Hunter, many times what appears to be an empty field is actually a field being rested and rejuvenated.

City of San Luis Obispo: Damon-Garcia Sports Fields

Facility Location and Description

Location

The Damon-Garcia Sports Fields (DGSF) are located approximately two miles south of Downtown San Luis Obispo, on the corner of Broad Street (Highway 227) and Industrial Way. Regional access is provided by U.S. Highway 101 or State Route 1, both of which are located about three miles west of the facility.

Description

The DGSF comprise 23.5 acres and are home to multi-purpose fields for turf-based sports such as soccer, rugby, football and lacrosse. While there are other recreational fields in the area, such as Sinsheimer Park and El Chorro Park, the DGSF is the primary sports Complex in the

City. The facility includes four regulation soccer fields with lights, and the fields also can be converted to nine smaller fields for more use. There is a concession stand and restrooms on the site. The fields may also serve as a venue for special events.

History of Development

When the prospect of joint use of Cal Poly fields foundered in 1998, the City focused on developing the Damon-Garcia Sports Fields (DGSF) instead.

Having assessed the community's need for additional recreation facilities and having decided to pursue it independently, the City was then able to more earnestly plan for the development of the recreation fields. It began by forming an advisory committee, which was made up of Athletic Director John McCutcheon, Parks and Recreation Director Paul LeSage, and ASI Director Rick Johnson. With the committee formed, the first step was to select a landscape architect to make improvements to the baseball stadium and softball field at Sinsheimer Park, and to create 6 multi-use grass fields for football, soccer, rugby, ultimate Frisbee, and lacrosse.

The City began looking for land in 1999. It examined several locations before eventually purchasing land near the intersection of Broad Street and Tank Farm Road in southern San Luis Obispo.

Finally, after 11 years of planning and development, the City's fields opened in 2005, fulfilling a long-awaited demand for quality turf sports playing fields in the City. It was the culmination of many years of advocacy from sports organizations, adoption of a Major Council Goal to create youth athletic fields, and work by City staff to bring the project to completion (Lynch, 2010, p. B1-1). Although "the fields were intended for actual games and tournaments, the initial level of use was extremely high, as they were also used for pick-up games, scrimmages, and nonsporting events" (Lynch, 2010, p. B1-10).

While the fields attempted to meet the needs of the *most* sports groups, they did not necessarily meet the needs of the baseball and softball groups in the area. The City has resolved this issue through coordination with community sports groups and by engaging in joint use partnerships with the County. The American Youth Soccer Organization (AYSO), a national, non-profit organization which provides soccer development and instruction for children between the ages of four and 19, helped the City by building a batting cage and converting the adult fields at Sinsheimer Park into youth fields. Additionally, the City entered into a joint use agreement with the County for use of the ball fields at El Chorro Regional Park, just north of the City; the agreement stipulates that the City pays for lighting and is allowed to host adult softball on six of the park's multi-use fields (P. LeSage, personal communication, April 17, 2012).

Current Use Description

User Groups and Partnerships

Current users of the DGSF include a variety of youth and adult sport organizations. According to a survey conducted by the City's Parks and Recreation Department in 2011, youth sports accounted for 1,395 hours of use in 2010 and adult sports only accounted for 420 hours of use. On a regular basis, there are usually between 50 and 200 people that play or attend functions with each organization.

The only joint use agreement that the City's Parks and Recreation Department currently holds for use of athletic fields is with the San Luis Coastal Unified School District (SLCUSD). A copy of the agreement is provided in Appendix A. When necessary, the Advisory Committee on Joint (Shared) Use of Recreational Facilities advises the City Council and the SLCUSD Board regarding policy for operation of city/school district joint use recreational facilities and priorities for granting use of those facilities ("Parks and Recreation Advisory Bodies," 2012). The JUC also advises Council on potential joint use agreements with other agencies. As stated above, the City also utilizes the ball fields at El Chorro Park, which are located approximately six miles north of

San Luis Obispo.

Current Use

Use continues to increase at the Damon-Garcia Sports Fields. At a Parks and Recreation Commission meeting in January 2012, it was noted that use of the facility had increased by 13 percent, and then at a more recent meeting in April 2012, it was noted that use has increased by an additional 16 percent (Whitener, 2012, p. 1-3). According to the City's Deputy Director of Public Works, "these fields cannot supply the continued demand for field time unless the City is willing to let them degrade to a condition where the turf cannot be sustained in the highest use parts of the fields" (Lynch, 2010, B1-2). In the 2011 survey, however, respondents noted that "the condition of the field is not as important to the user as the availability" (the survey indicated that 70-80 percent of the users feel conditions are fine), thus giving maintenance more direction and relieving some of the pressure for perfection while increasing public use (Bremer, 2012, p. 1-3).

The 2008 Needs Study completed by Wendy George for the Parks and Recreation Department, moreover, clearly conveys that demand for more access to fields, including for practices, is a high priority that cannot be met on the Damon-Garcia site (Lynch, 2010, B1-3). Because there are several user groups needing year-round facilities, and because there still remain some issues regarding overlap between turf and diamond sports in the months of February through May, public access should be greatly increased (Fitzgerald, 2008, p. C5-3). Additionally, in most cases, while facilities for league play were sufficient, there is a very strong need for more practice facilities, particularly for youth.

Scheduling

The schedule of programming for the Damon-Garcia Sports Fields is maintained by the City's Parks and Recreation Department and is posted publicly on the City's website. It includes

youth football, baseball/t-ball, and soccer. It does not, however, include activities occurring on non-City fields such as SLCUSD fields and county parks.

During the week, from Tuesday through Thursday, the fields are usually closed for maintenance between 8:00 am and 2:00 pm. The maintenance schedule rotates so that not all of the fields are closed at any given time. They are then all open for drop-in play or practice play in the afternoons and evenings. All fields are closed entirely for more intensive maintenance from May through July, except for four hours of drop-in play and youth practice play on Thursdays. This allows the fields to be completely rehabilitated for the following season. This 10-week closure, however, is a great inconvenience to the community, and one of the primary motivations to re-establish a joint use partnership with the University. This issue will be discussed in more detail below.

Costs

The fees associated with different types of use of the DGFSF are provided below in Table 3. With the fees received, the City's Public Works and Parks and Recreation Department are the two entities responsible for maintaining the fields and replacing equipment when necessary.

Damon-Garcia Sports Fields Fees	
Use	Fee
Full Use-Facility Use Fee	
Per Day	\$424/day
Per Hour	\$69/hr
Full Use-Light Use Fee	\$41/hr
Maintenance Fee	\$23/field/day
Concession Stand Rental	\$115/day
Lower Fields-Facility Use Fee	
Per Day	\$290/day
Per Hour	\$46/hr
Lower Fields-Light Use Fee	\$22/hr
Single Field-Facility Use Fee	
Per Day	\$144/day
Per Hour	\$23/hr
Single Field-Light Use Fee	\$22/hr

Table 3: Fee schedule for the Damon-Garcia Sports Fields.

Maintenance

According to a staff report (2010), “the DGSF has proved to be quite different to manage than the typical large park turf area” (p. B1-4). Public Works and Parks and Recreation staff continue to learn about managing this type of facility. Maintenance staff has continued to research new turf varieties in order to find ones suited to our climate and recycled water (Lynch, 2010, p. B1-2).

Public Works and Parks and Recreation staff have also been working toward a new maintenance schedule to minimize down time while allowing renovation to occur during the best months for growing turf (Lynch, 2010, p. B1-2). Previously, maintenance periods cycled field down time periodically throughout the year for minor renovation work and rest, with more significant renovation work occurring in the early part of the year. As stated above, all fields now are closed once a year for major renovation from May through July, with the continued goal of increased play.

Issues and Solutions Associated with a Joint Use Partnership between Cal Poly and San Luis Obispo

The primary issue with establishing a joint use agreement between the University and the City is that each partner wants to meet the needs and priorities of their constituents which inherently causes conflict (K. Webb, personal communication, April 18, 2012). Specifically, there are funding issues for repair and replacement, risk management issues, expectation management with regard to use, and maintenance issues. The students and the University have invested considerable resources in the facility to provide recreational green space for the student body.

Issues and Solutions Associated with Establishing a Joint Use Partnerships between Cal Poly and San Luis Obispo	
Cal Poly/SLO Issue	General Solution
Maintenance Concern on behalf of Cal Poly that the fields would be overused. This can create the need for longer recovery and maintenance periods.	Determine at the onset of the partnership 1) the amount of maintenance that will be required if facilities are shared; 2) which staff will be responsible for maintenance; and 3) how maintenance costs will be shared. The sharing of maintenance costs may be partly based on the amount of time that a facility is used by each party.
Scheduling and Programming The City had the same needs as Cal Poly, and consequently, there naturally would have been time conflicts. Also, the City believed that there was an imbalanced schedule of programming, that the City would not have gotten their fair share of field usage.	Establish a task force to create a schedule of programming, to make sure all parties are aware of their rights and responsibilities, and to establish clear prioritization rules. The task force should meet quarterly to review the schedule and resolve any unresolved issues.
Safety and Liability There were significant risk management issues on behalf of Cal Poly.	Parties should start by understanding each other's concerns and work together to recommend solutions to mitigate those concerns. Risk management is a useful tool for getting the parties to comply with health and safety laws designed to protect students, employees, and visitors.
Costs and Funding Cal Poly expressed concern over funding issues for repair and replacement. Also, Cal Poly is only allowed to grant leases in perpetuity, in five year increments. The City, however, could not justify investing \$3 million in the project with the possibility that it may lose the lease. The University has invested considerable resources in the facility to provide recreational space for the student body. The total investment is now between \$12-13 million. It is, thus, very important to the organization that students have priority over the public for use of the fields.	Various funding strategies exist here, including: 1) consider the existing resources and the available opportunities and needs, and then choose the appropriate funding mechanism; 2) apply for funding from the state after all parties have approved the plan; 3) form partnerships with organizations that, together, have access to a variety of funding streams and pool the resources; and 4) local government can allocate money from the general fund to finance all aspects of joint use ventures.

Table 4: Issues and solutions associated with the joint use partnership between Cal Poly and San Luis Obispo.

In the past several years, ASI alone has invested \$4 million for the conversion of the upper fields to synthetic turf, so the total student investment is now between \$12-13 million. ASI, moreover, being a majority owner of the facility, believes that it is their responsibility to protect the land and the facility. Table 4 provides a summary of the issues Cal Poly and the City faced when they attempted to establish a joint use agreement previously.

Because the University has invested so much in the facility, it is not interested in pursuing a joint use agreement to include more partners at this juncture (K. Webb, personal communication, April 18, 2012). The current inventory of fields cannot meet the demand associated with campus need. However, the need for partners has expanded—not necessarily for the current facilities, but down the road. Cal Poly is always in need of additional facilities. Because the University has stated that a partnership for the joint use of the University’s Sports Complex may be possible in the future, potential solutions to the issues discussed above are examined in this section. They are intended to provide a foundation for discussion when the partners decide that they are ready to revisit the possibility of a joint use agreement in the future.

Maintenance

During the initial discussions of a joint use partnership, there was concern on behalf of the University that the Sports Complex fields would be overused. This, they asserted, may have led to the need for longer recovery and maintenance periods which was an issue because it would reduce play time at the facility.

One of the *current* issues for the DGSF, on the other hand, is the wear and tear on the fields. Because it receives so much constant use, the fields are often closed for intensive maintenance from May through July. During this time, the SLCUSD joint use facilities that the City usually uses are also closed for maintenance (because they are also natural turf fields). This precludes youth and adult play, both during the day and in the evenings. The Central Coast Soccer Club, for example, has anywhere between 50 and 100 players using the fields during the summer drop-in play times. The minimal number of fields available to accommodate this level of use is not sufficient, and is a great inconvenience for the community. A joint use agreement with the City would, thus, be a great benefit to the community, especially during the time when the fields are closed for maintenance.

The general approach to solving maintenance issues involves determining the amount of maintenance that will be required if the facility is shared, which party will be responsible for maintenance, and how the maintenance costs will be divided. The sharing of maintenance costs may be partly based on the amount of time that a facility is used by each party. Now that both the Sports Complex and the DGSF have been built, and have been in operation for several years, appropriate methods to maintaining the facilities has been realized. Thus, previous concerns may now be addressed. With this in mind, Cal Poly and San Luis Obispo may want to adopt a similar strategy as that of the City and County of San Francisco and the San Francisco Unified School District. Their approach is rooted in their Memorandum of Understanding (MOU) which requires regular inspection and immediate remediation of any damage to the facilities as a result of project use. By working together, the University and the City can share their expertise on proper field maintenance, adequately determining how the fields should be maintained. This overlap is built in to the project to ensure that the facilities are properly inspected and maintained.

In San Francisco's MOU, overlap is also built into the protocol for reporting project-related damage. If the University discovers that the fields have been damaged by outside users, it may have multiple City contacts that they can reach to report the damage. This aggressive oversight and reporting system is meant to fix anticipated problems quickly, with minimal impact on the University's resources (Cooper and Vincent, 2008, p. 24).

Scheduling and Programming

With regard to scheduling and programming, the primary obstacle in establishing the partnership previously was that the City had the same needs as Cal Poly, and consequently, there naturally would have been time conflicts. Also, the City believed that there was an imbalanced schedule of programming—the City asserted that they would not have gotten their fair share of field usage. The general approach for solving this issue involves establishing a task force or similar body to create a schedule of programming, ensuring that all parties know their rights and

responsibilities, and establishing clear prioritization rules. The task force should meet regularly to review the schedule and resolve any unresolved issues. Ultimately, the joint use agreement must meet the administrative needs and programmatic goals of each partner.

The City of Rosemead and Garvey Elementary School District have successfully established clear lines of communication with regard to scheduling in that the City provides the District with a schedule of anticipated usage of the gym for the upcoming school year, and the District and city staff meet regularly to discuss facility use required by both sides. This arrangement works well for both partners.

In order to establish a successful partnership in the future, Cal Poly and San Luis Obispo could develop a similar structure by combining two existing University and City entities: the Sports Complex Use Committee (SCUC) and the Parks and Recreation Department, respectively. The SCUC, whose membership includes representatives from several University bodies, serves to provide ongoing review of the Facility Use Schedule and related issues. The Recreation Department advises City staff regarding policy for operation of city/school district joint use recreational facilities and priorities for granting use of those facilities, and plans for balanced integration of school district property being developed. The Recreation Department also advises City Council on potential joint use agreements with other agencies.

By joining forces to create a single task force, the scheduling process will be much more approachable for both partners. To form the task force, the partners should appoint two to three representatives from their respective committees who will then meet to discuss the needs and preferences of their constituent groups. As illustrated by the City of Rosemead, the task force would establish strong communication mechanisms, which would effectively foster trust and respect between the parties. Discussions of scheduling and programming, then, will transpire more smoothly, and the task force could successfully create a yearly calendar of use. It will be

necessary for the task force to meet regularly, perhaps quarterly, to address issues, and revise the agreement when necessary.

Safety and Liability

In addition to maintenance and scheduling issues, safety and liability concerns were also impediments to original the joint use agreement. There were significant risk management issues on behalf of Cal Poly. The partners could not reach mutually agreeable terms for risk management tasks, responsibilities, activities, and budgets.

According to the literature, partners should seek to resolve this issue by, first, understanding each other's concerns and then working together to recommend solutions to mitigate the concerns. Again, as discussed in the previous sections, communication is a necessary component of this solution. The partners must be willing to communicate and compromise in order to sustain a successful partnership. If this is achieved, risk management can be a useful tool for getting the partners to comply with health and safety laws designed to protect students, employees, and visitors; ensure that school buildings and grounds are maintained in a safe condition; and carefully supervise and protect school grounds, facilities, and equipment.

The City of Rosemead has been able to successfully overcome liability issues with their joint use agreement (for the gymnasiums) which includes indemnity clauses for both the City and the District. Both entities “hold each other harmless from any and all claims arising out of any criminal or negligent act done by the other party” (Cooper and Vincent, 2008, p. 30). It is assumed here that the City and the GESD addressed risk management issues prior to establishing the agreement in which the indemnity clause it written.

A possible approach for Cal Poly and San Luis Obispo to consider incorporates both strategies discussed above: effective communication and compromise, and the establishment of

indemnity clauses to hold each other harmless. When discussing the other terms of the joint use agreement, the partners, especially Cal Poly, should express their liability and safety concerns, examining all possible scenarios. Then, when formalizing the agreement, the partners should stipulate that they are both responsible for any damages to and occurring at the facility.

In terms of funding liability and its related damages, the partners should share the cost. Because Cal Poly provides blanket coverage for all of its facilities on campus (there is a certain level of liability insurance that the state provides), the Sports Complex is already insured to a certain degree. The City, then, could provide additional coverage for special events or use of the facility during non-peak hours. In the San Francisco case, the City anticipates its potential liability and allocates General Fund money to a fund that covers liability-related payments. San Luis Obispo should consider adopting similar practices in the future, when the opportunity becomes available. Doing so would alleviate the risk management concerns previously expressed by Cal Poly.

Costs and Funding

All of the issues discussed in this section contain some sort of funding component, which is often one of the primary obstacles when establishing joint use agreements. In the case of Cal Poly and San Luis Obispo, Cal Poly expressed concern over funding issues for repair and replacement; the partners experienced difficulties resolving these responsibilities. Additionally, because the University is only allowed to grant leases in perpetuity (in five year increments), the City could not justify investing \$3 million in the project with the possibility that it may lose the lease. There are now several ways in which to address each of these issues.

Generally, costs and funding issues are addressed through one or more of the following strategies: 1) consider the existing resources and the available opportunities and needs, and then choose the appropriate funding mechanism; 2) apply for funding from the state after all parties

have approved the plan; 3) form partnerships with organizations that, together, have access to a variety of funding streams and pool the resources; and 4) local government can allocate money from the general fund to finance all aspects of joint use ventures. These strategies can be used to acquire joint development funds or funds for repair and replacement. The Greenbelt and Rosemead cases have effectively utilized these approaches to attain the necessary resources for their joint use partnerships.

In the 1980s, the City of Greenbelt and two different homeowner's associations (HOAs) in the City formalized several joint use agreements for playgrounds in the area. In these partnerships, the City covers 75 percent of anticipated costs for new equipment, new surfacing materials, and periodic replenishment of surfacing, and the HOAs cover 25 percent (Kappagoda and Ogilvie, 2012, p. 23). The HOAs are solely responsible for landscaping, trash, lighting, fencing, and benches. Here, the HOAs formed partnerships with the City who has access to a variety of funding streams, and by pooling their resources, they were able to open the playgrounds to the community.

In the Rosemead case, the City employed the second strategy outlined above: it applied for, and ultimately received, nearly \$1 million in state grant funding for each of the new gymnasiums. By signing on as a joint use partner, the City helped GESD obtain state funding. The remainder of the costs were covered by local school construction bonds. As a joint use partner, the City is entitled to use these joint use facilities as outlined in the joint use agreements.

It will be useful to adapt the strategies examined in the case studies to solve the first funding issue raised by Cal Poly: the concern for repair and replacement costs. The students and the University have invested considerable resources in the facility to provide recreational space for the student body. As previously mentioned, the total University investment is now between \$12-13 million. As such, the University wants to keep the facility in the best condition possible. If

Cal Poly and the City are to establish a joint use partnership in the future, Cal Poly will want to be assured that the City can maintain those standards, which will be possible through joint funding from both partners. The City can allocate money from its general fund to finance the repair and replacement of the Sports Complex.

The second funding issue, regarding to the City's concern of the lease in perpetuity, is now null because the Sports Complex is built and development costs have been settled. A five year lease would now be acceptable to the City, allowing both parties to reevaluate their needs and preferences at the end of the five year period, without a financial obligation.

Conclusion

As is evidenced by now, it is crucial that Cal Poly and San Luis Obispo reopen the lines of communication in order to establish a successful joint use partnership in the future. Previous attempts at establishing a joint use partnership between these entities has proven to be a volatile process. By communicating with each other the concerns, needs, and preferences, the partners will be able to form a strong, trusting relationship that will sustain itself into the future.

A written agreement, then, will formalize the partnership, providing clarity on roles and responsibilities for the partners. The agreement will become the vehicle by which to sustain the vision and ideas crafted by the partners, and it will serve to prevent any potential problems down the road. As the case studies revealed, formalizing processes are needed because the outcome is something that existing policy and/or agency relationships do not adequately facilitate. Thus, a joint use partnership will require a restructuring of the existing relationship.

CHAPTER V

CASE STUDY: PERFORMING ARTS CENTER, SAN LUIS OBISPO

Introduction

As illustrated in the previous chapter, there are several impediments to the establishment of a joint use partnership between Cal Poly and the City of San Luis Obispo for use of the Sports Field on campus. Maintenance, scheduling, liability, and funding issues have prevented the two entities from working together to open the fields to the community. The chapter also offers solutions to the problems, however, with the intent of helping the partners form a strong, trusting relationship that will sustain itself into the future.

This chapter discusses another Cal Poly case study, the Performing Arts Center—a joint use partnership which has proven to be very successful since its inception. It examines similar issues to those outlined above, and analyzes how it has addressed those concerns to become as successful as it is today. Included in this examination is a discussion of development, funding, implementation, and administration. This case, like the one above, seeks to illustrate the commonalities and differences that exist with joint use partnerships between state agencies.

The Performing Arts Center (PAC) in San Luis Obispo is a state-of-the-art performance facility located at the campus of Cal Poly. Open since September of 1996, the PAC incorporates two main venues: the Christopher Cohan Center, including the 1,289-seat Sidney Harman Hall, the 180-seat classroom Philips Hall, and the multi-purpose Pavilion that holds various capacities up to 400 people; and the 498-seat Alex and Faye Spanos Theatre (“Performing Arts Center: About,” 2012).

The Mission of the PAC is to:

1. To actively encourage full, broad-based facility use, featuring a schedule of varied, high quality arts events designed to serve diverse audience interests.
2. To actively support local arts groups, providing a range of quality services, which encourage and enable them to reach their maximum potential.
3. To promote use of the Center and its services to potential clients from outside the community, in a manner which supports and enhances local arts groups.
4. To provide a consistent, high quality experience for the Center's patrons and clients. ("Performing Arts Center: Mission," 2012).

The PAC is a partnership between three entities: Cal Poly, the City of San Luis Obispo, and the Foundation for the Performing Arts Center (FPAC). On December 5, 1989, the three parties entered into a joint development agreement for the operation of the PAC. Since its opening, the facility has been the source of much pride for all parties involved, as it is one of the few examples of a joint partnership of its kind that works so well.

Local Context

The PAC is located on the Cal Poly campus, approximately one-half mile north of the City of San Luis Obispo and two-thirds of a mile east of Highway 1, in San Luis Obispo County. Regional access is provided by U.S. Highway 101 located south of the campus and State Route 1 located west of campus.

Project History

Initial Need for the PAC

The history of the PAC begins in the late 1950s. There was, at that time, a common desire to create a facility that would accommodate the merging interests of the performing arts in the community. According to the current Managing Director of the PAC, Ron Regier, "there was also recognition that with The University's campus growth through the 1960s, the Spanos Theater was not entirely suitable for the university's performing arts programming, and the community did not

have an official performing arts facility, except for movie theaters and community halls” (R. Regier, personal communication, August 3, 2012). Through the period of time in the late 1950s and into the 1960s, the City focused their efforts on the existing facility at Cuesta College. There was some thought that that hall could be turned into a performing arts center for the community, and for a number of years it did become home to a number of community organizations. Due to issues with fundraising (to turn the auditorium into something more contemporary and suitable for community use), the City was not able to do what it had originally envisioned.

Then in the 1980s, the City of San Luis Obispo made more of an effort to determine what was financially feasible for them, responding to the interests of local performing arts groups, like the SLO Symphony and the Winter Festival (R. Regier, personal communication, August 3, 2012). The City looked at multiple existing facilities as well as sites for *new* performing arts facilities. When the City took these ideas to the City Council in the early 1980s for review, “the City Council decided that it was an appropriate time to hire a consultant to do a study and evaluate the best option for the City” (R. Regier, personal communication, August 3, 2012).

After analyzing the situation, the consultants concluded that the community could not complete the project alone; they were not able to devote the financial resources necessary to meet the interests of the groups that were involved in the project (R. Regier, personal communication, August 3, 2012). The best option for the City was to partner with the University, which had coincidentally designated the PAC’s current location on campus for a larger campus auditorium, since the University knew that it would eventually need a larger assembling space. Therefore, when the City approached Cal Poly with the proposal to join forces in order to build the new performing arts venue, there was already interest on the part of the campus and the idea was well-received. Through partnership it was possible to accomplish what none could do alone.

Formal Creation of the Partnership

The drafting of the Memorandum of Understanding truly solidified the partnership between the three entities in 1986. The document resulted in the formation of the Foundation for the Performing Arts Center, whose purpose is “to advise the University and the manager [of the PAC] on operating policies, scheduling, and the maintenance policies” (“Operating Agreement,” 2009, p. 3). It also allowed the group to create its own bylaws and ultimately hire its first staff of people to raise money for the facility. The Memorandum of Understand essentially indicated that the three entities (the University, the City, and the FPAC) would work together toward creating a performing arts center that would serve the interests of all involved.

Implementation

To finalize the partnership, several additional documents were created which sought to clearly outline the roles and responsibilities of each partner.

The next step in the process of establishing the partnership was the drafting of the Development Agreement, which was specifically directed at determining the degree of financial responsibility that each of the three partners held. It was also in this document that the first formula was proposed for funding the construction of the PAC; it was decided that the University would contribute two-thirds of the costs and the community would contribute one-third (one-sixth from the City and one-sixth from FPAC). The University contributed the land and at no cost since it was already in the University’s long-term plan.

The next document to be developed was the Operating Agreement, which created an advisory body called the Central Coast Performing Arts Center Commission (CCPACC). It outlines, for example, who is responsible for deficits and how the annual operating support is to be provided.

Originally, the partners anticipated creating a non-profit organization, with a board of directors to manage the PAC, but the Chancellor's office would not approve that decision since the facility needed to be a state entity (the only way the Chancellor's office would agree to be a partners would be to have the facility on University property, legally making it a state entity, primarily benefitting the student body). As such, it needed to be run by state personnel, which is why the agreement would not work if the PAC were managed by a non-profit organization.

In order to bypass this issue, the parties compromised and instead created an advisory body, which is comprised of several representatives from each of the three entities: five members from the University, two from the City, and two from the FPAC. The body is purely advisory in nature—it does not have governance responsibility—but it advises on the policies and the schedule of programming, and is primarily responsible for the budget and the finances associated with running the operation on a daily basis (R. Regier, personal communication, August 3, 2012).

Administration and Operation

Although the PAC is located on Cal Poly property, the University, the City, and the FPAC are equally responsible for most administration and operational functions. Where the University assumes more responsibility, however, is in the physical maintenance of the facility.

Costs

According to the Operating Agreement (2009), “the cost of operating the Center shall be shared by the parties as provided in the Development Agreement,” and “certain items will be provided by the University; other items will be covered by Center revenues and by the City and FPAC” (p. 8). Additionally, all revenues from rental of the PAC, concession commissions, endorsement income, royalties, and other items are collected by the Commission.

Maintenance

As outlined in the Operating Agreement (2009), the University provides the PAC with utilities, facility maintenance, grounds maintenance and custodial services consistent with the state criteria. The University's maintenance staff will also consult and cooperate with the Manager as to maintenance and service needs and scheduling occasioned the by the PAC's schedule and uses (Operating Agreement, 2009, p. 8). The University uses the maintenance reserves generated from all three partners to complete maintenance projects.

Scheduling

The Manager, in consultation with the CCPACC, prepares the use schedule at least one year in advance for the Commission's review. The Manager's scheduling decision "recognizes the City's and the community's entitlement to fair and equitable access to and use of the PAC, appropriately reflecting their combined approximate one-third share of the capital costs of the Center" (Operating Agreement, 2009, p. 11). Two-thirds of the events at the Center is dedicated to activities that enhance the University's education mission. Additionally, the University has priority scheduling for certain official University functions, such as faculty convocations and graduations.

Liability

The Operating Agreement stipulates that the "Commission shall obtain and keep in force a policy or policies of public liability and property damage insurance" (Operating Agreement, 2009, p. 16). Although the University provides blanket coverage for all of its facilities on campus (there is a certain level of liability insurance that the state provides), the CCPACC determined that this coverage was not sufficient (R. Regier, personal communication, August 3, 2012). The CCPACC then purchased additional coverage specifically for the PAC, which is funded by the

annual operating budget. When the facility is rented for an event, moreover, the group that is renting the facility is required to provide additional coverage.

Staffing

The University has a full and part time staff, as well as a group of on call staff that maintains and operates the facility on an ongoing basis. The work performed by the full and part time staff is funded by the annual operating budget, and is considered overhead. Staffing for specific events, however, is billed to the client.

Issues and Solutions Associated with the Joint Use Partnership for the PAC

Ultimately, the project was a success because there was a common goal and a common vision. According to Regier, “there was an extremely generous amount of good will and trust among the three partners, and that sustained the project through all the bumpy times in the road” (R. Regier, personal communication, August 3, 2012). There were, however, several cultural and philosophical challenges that needed to be addressed early in the process, which, according to Regier, are usually more common because of the significant institutional differences between the three entities. A summary of the issues and the general solutions for solving them is provided below in Table 5.

Cultural and Philosophical Differences

Parties must possess the ability to communicate and compromise in order to create and sustain a successful joint use partnership. In the case of the PAC, slight cultural and philosophical differences existed between the partners with regard to the naming of the facility and with the liquor license. Initially, there was a healthy amount of good will and trust, but these issues had the potential to negate the project because of a lack of communication and compromise. Consider,

Issues and Solutions Associated with Establishing a Joint Use Partnership for the PAC	
PAC Issue	General Solution
Cultural and Philosophical Differences Slight cultural and philosophical differences existed between the partners with regard to the naming of the facility and with the liquor license.	Strong lines of communication are essential to the concept that aligning partnership goals and visions strengthen and sustain joint use relationships. Partners need to establish a shared vision for what the joint use partnership seeks to achieve so that the partners are working toward shared goals and a collective future.
Collaboration with CSU Headquarters The CSU Headquarters have strict policies regarding the development and administration of joint use projects	State and local policymakers should 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.
Costs and Funding The “bumpy times” were primarily financial because this project was conceived and developed during a difficult economic period.	Various funding strategies exist here, including: 1) consider the existing resources and the available opportunities and needs, and then choose the appropriate funding mechanism; 2) apply for funding from the state after all parties have approved the plan; 3) form partnerships with organizations that, together, have access to a variety of funding streams and pool the resources; and 4) local government can allocate money from the general fund to finance all aspects of joint use ventures.
Parking There were plans to build a parking structure just south of the facility, and it was slated to have an exit which funneled traffic into the neighborhood located south of campus. The residents opposed this plan because they did not want traffic going through their neighborhood before and after performances.	Varies.

Table 5: Issues and solutions associated with establishing a joint use partnership for the PAC.

for example, the University’s Sports Complex. The parties could not compromise and reach a joint use agreement that was rational from the City’s perspective, so the City decided to cancel the agreement and instead build their own facility which resulted in the Damon-Garcia Sports Fields. This is an instance in which there was an appropriate model, but the partners could not make it work. The partners of the PAC, however, were able to circumvent these issues by way of communication and compromise, which has proven to be an effective technique in the sustainability of the joint use partnership.

In examining the relationship between a state entity (such as the University) and a community (such as the City of San Luis Obispo), it becomes clear that the differences between the two cultures may be great. A University tends to be very autocratic and vertical in its structure—often acting within a silo—and it tends to go through decision making process in private. In contrast, the City must carry out all of its actions in public, in accordance with the Brown Act; all local government decision-making must take place in public meetings. The City, moreover, tends to make everything an open process, while the University tends to make everything a closed process. Additionally, when there are more than two partners involved in a project, it may become even more complicated. The FPAC, for example, is predominantly made up of successful business people from the community, whom “generally want to be able to make decisions quickly, which neither the University nor the City can do” (R. Regier, personal communication, August 3, 2012). The FPAC, then, may become impatient and does not understand the bureaucracy associated with working with government entities.

Therefore, the ability to compromise, and thus build trusting and sustainable relationships, becomes a vital component to effective joint use partnerships. This is especially true early in the negotiation process, when the partners have not yet invested too many resources; if one partner does not approve of the terms of the agreement they may forfeit the agreement and pursue the project independently. Two specific instances of how the three partners in the PAC partnership resolved their philosophical differences are discussed below.

Liquor License

One of the philosophical disagreements the partners faced concerned the liquor license at the PAC. The University’s culture at the time respected “dry campus” policies. The dry campus culture was so engrained in the supporters and alumni of the University that when it was announced that the partners were seeking a liquor license, there was much backlash. Eventually

the issue went to City Council and, in the end, the mayor voted against the license (due to the political pressure given that he was an elected official). Because the CCPACC voted 8-1 *for* the sale of alcohol at the PAC, however, all parties were able to compromise. There are now specific policies in the Operating Agreement which state when and where the PAC can serve alcohol.

Naming of Facility

The naming of the facility was another philosophical challenge the CCPACC faced before opening the facility. The FPAC, with concurrence from the other partners, had agreed to name the facility for the largest single donor. Early in the process, Sonic Cable (now Charter) made a significant contribution which amounted to about \$2.5 million (R. Regier, personal communication, August 3, 2012). At the time, however, the CCPACC did not know that the contribution would be largest donation, so the task of naming the facility was set aside for a number of years while the design and construction process was more prominent.

Then, nine months prior to opening the facility, the FPAC determined that the Sonic donation was going to be the largest donation, and they needed to make a decision soon regarding the name of the facility. Thus, the FPAC started a process to do so, and knowing that they had the approval of the other partners to name it for the largest donor, they took action to make the announcement unilaterally, neglecting to verify it with other partners. Because the facility could not be named for a business (Sonic), but for an individual, the FPAC decided to name the facility The Christopher Cohan Center, after the owner. The problem was that Cohan had historically been in contentious negotiations for the cable franchise with the City of San Luis Obispo. Consequently, political pressure mounted and the City objected to the naming of the center. As a result, a subcommittee was formed—representing all three partners—to try to address the naming issue. The committee eventually solved the problem by incorporating the Spanos Theatre into a *complex* called the Performing Arts Center of San Luis Obispo, made up Spanos Theater *and*

Cohan Center (R. Regier, personal communication, August 3, 2012); this created a new all-inclusive identity. Going through such a process, moreover, mollified the partners, bringing everyone on board to solve the problem in a rational manner.

The naming of the facility still remains an issue for the facility, however, because the public is unsure about its proper name. Some performances, for example, are in Harman Hall, which is in the Cohan Center, in the Performing Arts Center. Therefore, there is identity confusion. The CCPACC has “made a number of efforts to clarify and simplify the name but there no perfect solution to this problem” (R. Regier, personal communication, August 3, 2012).

Fortunately, the project was far enough along at that point, and “there was so much invested by each of the partners that there was no way they were going to let this fail, and that is why compromise was possible” (R. Regier, personal communication, August 3, 2012). If the partners had run into those obstacles earlier in the process, however, the project may have risked being terminated. According to Regier, those are the sort of issues that can sink partnerships between a campus and a community.

Collaboration with CSU Headquarters

Collaborating with the CSU Headquarters proved to be one of the more difficult obstacles during the development of the PAC. In order for the University to agree to be a partner in the joint development project, the facility needed to be located on University property, legally making it a CSU entity. Additionally, the Headquarters stated that it must be administered by state personnel, and not by a nonprofit organization as the partners had originally envisioned; according to the Headquarters, since the facility was to be a state entity, it needed to be managed by state employees.

The partners were able to compromise, though, with the creation of the advisory body, or task force, which includes representatives from each of the three entities: five members from the University, two from the City, and two from the Foundation. Similarly, the City of Rosemead established a task force to address joint use issues, specifically scheduling and programming. It has proven to be very successful in establishing strong communication mechanisms, which effectively foster trust and respect between the parties.

By creating the advisory body for the PAC, moreover, all partners have the opportunity to respond to the State's requests and propose their own ideas about the administration and operation of the facility. While representation is not equal between all three partners (the University has more members on the committee), the partners all seem content with their roles and responsibilities. Had Cal Poly and the City created a task force to resolve *their* issues, there might be a joint use partnership today for the Sports Complex.

Funding

The “bumpy times” were primarily financial because this project was conceived and developed during a difficult economic period. Additionally, when the construction bids were opened, the winning bid came in significantly over budget, and rather than compromise on the quality of the facility, the partners agreed that they would find the additional \$2-3 million necessary to fund the project (R. Regier, personal communication, August 3, 2012).

Now almost twenty years since its opening, the PAC has settled these financial issues, primarily with the help of a maintenance reserve that was created by all three partners. This reserve, or “sinking fund”, exists because the partners recognized that the facility would continually need upgrades and improvements (for seats, lighting and sound equipment, and so forth), and this fund keeps the facility as close to state-of-the-art as possible. In the case of the Sports Complex, such a fund would have helped Cal Poly resolve its concerns regarding costs for

repair and replacement. This was one of the primary issues the parties faced when discussing appropriate roles and responsibilities, and it is ultimately one of the reasons the partnership was not finalized.

According to Regier, the establishment of a sinking fund is a very unusual financial technique. This was the first time this had been done at Cal Poly, and “there are few other facilities that have repair and replacement reserves in place, which are funded on an annual basis, and that have a schedule of replacements that need to be completed” (R. Regier, personal communication, August 3, 2012). Due to the PAC’s success with this financial strategy, Cal Poly and San Luis Obispo should consider a similar approach in the future.

Parking

The last challenge the CCPACC encountered occurred after the PAC’s official opening. Initially, there were plans to build a parking structure just south of the facility, on the surface parking lot, and it was slated to have an exit which funneled traffic into the neighborhood located south of campus. The residents greatly opposed this plan, though, because they did not want traffic going through their neighborhood before and after performances. Accordingly, they filed a class-action lawsuit against the University to stop the proposal.

Additional parking issues included aesthetics (a parking structure in the proposed location would be an eye-sore to those approaching campus) and funding (excavation costs were high at the proposed location). Taken together, these problems led the University to locate the new parking structure below (west of) the facility instead, where excavation was not necessary and where traffic exited onto Grand Avenue, and not into the neighborhood (R. Regier, personal communication, August 3, 2012).

Like the naming issue, parking remains a problem for the PAC, and “one that may never be solved” (R. Regier, personal communication, August 3, 2012). When multiple events are taking place at the same time on campus, the parking structure and surface lot become extremely congested, making it difficult to exit the facility.

Conclusion

As is evidenced by the PAC case study, joint use partnerships between state agencies *can* be successful. By utilizing an assortment of effective communication and funding strategies, the partners were able to resolve the issue which arose initially during the development stages and those which have come about since its completion. The partners have aligned their goals and their visions, and as such, they are able to effectively meet the needs of the student body and the community. The PAC is an exemplary illustration of how to:

- Reduce the need for public acquisition of expensive property in order to provide community services,
- Build facilities or implement programming that might otherwise not be available ,
- Increase communication and improve relationships between local governments and universities , and
- Increase public access to local resources and improve community cohesion.

As California struggles with both land and budget shortages, investing in joint use facilities and programs is an effective way for state and local governments to engage communities at the local level and save resources by maximizing the use of existing local infrastructure (Cooper and Vincent, 2008, p. 44).

CHAPTER VI

FINDINGS

Introduction

As evidenced by the research, case studies, and interviews included in this paper, joint use implementation varies greatly from project to project, and there is never one definite approach to addressing the various obstacles that arise along the way. The following issues have been discussed in the previous chapters:

Chapter II – General Issues

- Maintenance
- Scheduling and Programming
- Management
- Safety and Liability
- Costs and Funding

Chapter IV – Sports Complex Issues

- Maintenance
- Scheduling and Programming
- Safety and Liability
- Costs and Funding

Chapter V – Performing Arts Center Issues

- Cultural and Philosophical Differences
- Collaboration with CSU Headquarters
- Costs and Funding
- Parking

This chapter provides further analysis of the various case studies, and it outlines the findings and recommendations for state agencies in general, as well as for San Luis Obispo. The central finding from the research, case studies, and interviews is that successfully establishing joint use partnerships between local governments and universities—between state agencies—requires a restructuring of governmental relationships. While joint use agreements are common between local governments and school districts, there are few examples of successful joint use partnerships between local governments and universities. Expanding the uses of university facilities while still “adequately prioritizing their core educational use requires a comprehensive set of policies and procedures that frequently do not exist” (Vincent, 2010, p. 2). Developing and sustaining joint use agreements between state agencies, then, is challenging because it commands an alternative approach to “business as usual.”

Realizing that they are often serving the same public, cities, universities, and even private organizations are joining forces to do more with less. It is becoming increasingly difficult for agencies to build and maintain new facilities on their own due to fiscal limitations, and thus joint development and joint use partnerships are attractive because they allow agencies to meet the needs of the community without compromising on the quality of services they provide.

Universities, moreover, are desirable partners because they generally offer a greater scope and variety of facilities than do school districts. School districts, for example, primarily offer recreational fields to be jointly used, whereas universities may offer recreational fields, libraries, auditoriums, and even performing arts centers.

In examining the partnerships—and *potential* partnerships—between Cal Poly and the City, it became evident that there were many administrative and political obstacles that do not usually surface in traditional joint use partnerships with school districts. Overall, it was found that joint use partnerships vary significantly in how they are structured and implemented. It was also

found that the disparate ideologies around the issue of joint use pose challenges. Consequently, local governments and university officials often have trouble holding focused conversations about joint use opportunities. Because “joint use partnerships bring together various entities and/or agencies—who often have very different organizational cultures—establishing better definitions for the elements of joint use strategies will likely aid in partnerships” (Vincent, 2010, p. 26).

Below are several key general findings for establishing joint use partnerships between municipalities and universities, and they are based on the review of the literature, case studies, and interviews. The findings aim to assist in establishing a partnership-based system of supports for successfully instigating, implementing, and sustaining effective joint use.

Following each general finding are recommendations specific to the City of San Luis Obispo. Because the University asserts that the Sports Complex is currently being used at maximum capacity, is not able to engage in a joint use partnership with the City at this time. As discussed above, impediments to the prospect of a joint use partnership include priority of scheduling, maintenance, risk management, and costs for repair and replacement. In the future, however, as demand for recreation fields increases at the University, and when funding becomes available, it may be willing to establish a joint use partnership with the City. More immediate recommendations for meeting the recreation needs of the City, however, are outlined below; they are intended to address the City’s problem of maximized use of the Damon-Garcia Sports Fields, especially during the summer months, and to directly meet the recreational needs of the community. The recommendations are organized by issue, and are then prioritized in terms of their recreational benefit to the community.

Findings

Finding 1: General administrative and operational challenges such as scheduling, management, funding, maintenance, and liability are still an issue

There are several administrative and operational challenges that arise when establishing joint use partnerships between state agencies. Scheduling, management, funding, maintenance, and liability are necessary components to any joint use partnership and must be addressed in the early stages of the decision-making process in order to sustain a successful relationship. In examining each of these issues, however, it is common for partners to have differing perspectives on what is appropriate. Because these issues are very similar to those that develop in partnerships between local governments and school districts, however, appropriate techniques for resolving them may be adapted from existing practices.

While many local officials understand that joint development and joint use may provide a host of benefits, these partnerships, by nature, can be particularly volatile (Vincent, 2010, p. 29). Written agreements, then, formalize partnerships, providing clarity on roles and responsibilities for partners. Formal written agreements become the vehicle by which to sustain the vision and ideas crafted by the partners, and they serve to prevent any potential problems in the future. According to Vincent (2010), common formalizing tools seen in joint use partnerships are memoranda of understanding (MOU), joint use agreement (JUA), joint development agreement (JDA), and joint powers authority (JPA) (p.30). As the interviews and case studies revealed, formalizing processes are needed because the outcome is something that existing policy and/or agency relationships do not adequately facilitate. Thus, the joint use partnership restructures governmental relationships.

One of the primary impediments to many joint use partnerships, for example, is liability—agencies do not want to be responsible for any additional risk. The PAC case study, however, illustrates formal agreements and official policies effectively cover these legal issues.

The Operating Agreement for the facility stipulates that the “Commission shall obtain and keep in force a policy or policies of public liability and property damage insurance” (Operating Agreement, 2009, p. 16). Although the University provides blanket coverage for all of its facilities on campus, the Commission determined that this coverage was not sufficient (R. Regier, personal communication, August 3, 2012), and thus the Commission purchased additional coverage specifically for the PAC, which is funded by the annual operating budget. Here, the PAC addressed liability by recognizing and accepting some of the responsibilities and risks associated with the facility, and ensured that additional coverage is provided by the rental party. Hence, liability is a surmountable element of a joint use agreement; successful joint use partnerships have structured sound liability coverage that effectively meets the needs of all partners.

Recommendations for San Luis Obispo

Usage

The Damon-Garcia Sports Fields are being used at maximum capacity. The demand for more access to fields, including for practices, is a high priority that cannot be met on the Damon-Garcia site. The City needs more year-round recreational fields, particularly for practices.

One of the DGSF’s limiting factors is the wear and tear on the fields. Because it receives so much constant use, the fields are often closed for intensive maintenance from May through July. During this time, the SLCUSD joint use facilities that the City usually uses are also closed for maintenance (because they are also natural turf fields). This precludes youth and adult play, both during the day and in the evenings. The Central Coast Soccer Club, for example, has anywhere between 50 and 100 players using the fields during the summer drop-in play times. The minimal number of fields available to accommodate this level of use is not sufficient, and is a great inconvenience for the community. A joint use agreement with the City would, thus, be a

great benefit to the community, especially during the time when the fields are closed for maintenance.

In order to meet the recreational needs of the community, the City should consider the following recommendations.

Recommendations:

1. Improve the condition and durability of the Damon-Garcia Sports Fields in order to reduce the amount of downtime needed for maintenance and restoration, and to thus increase use of the fields. If accomplished successfully, this strategy may bypass the need to establish joint use partners for additional fields.
2. Initiate discussions with some or all of the following entities for the joint use of their recreational fields. In order to foster sustainable and resilient relationships with these potential partners, the City should be prepared to compromise—clear lines of communication are essential for a healthy joint use agreement.
 - a. Cuesta College – In exchange for the additional use of the college’s fields, the City may be able to provide the financial resources necessary to make minor improvements to the facility, such as the installation of lighting.
 - b. County of San Luis Obispo – Cuesta Park, located about one mile northeast of downtown San Luis Obispo, lies within the County’s jurisdiction and may prove to be successful joint use partner. The park offers five acres of parkland that may be used to youth soccer practice. In exchange for the additional use of the fields, the City may be able to provide resources for removing unnecessary trees, upgrading the field, and policing the area to prevent abuse by Cal Poly students—all of which have been needs expressed by the County in the past.
 - c. Mission College Preparatory School (MCPS) – MCPS may be amendable to making its fields more available to the City for overflow play only. In this case, the fields would only be used sporadically, leaving priority scheduling to the school. The City may want to ensure MCPS administrators that a new partnership would not involve a financial commitment from them, it would merely be providing additional fields when necessary and possible.

- d. Margarita Area and Orcutt Area – These areas may also be able to provide additional practice fields. Because these fields are within the City’s jurisdictions, it may be a relatively simple process for opening them to recreational practices at certain times of the day. They may, however, require some improvements or modifications to suit the needs of the user groups.
3. Allow “spot use” of the University’s Sports Complex during tournaments. This approach not only increases the capacity during large sports events, but also provides the University with great exposure while promoting tourism in the City. While this strategy would not be able to provide additional practice fields, it would address the issue of excessive wear and tear on the fields during tournaments—less intensive use of the DGSF during tournaments would allow for a shorter period of recovery afterward.
4. When funding becomes available, convert the existing DGSF to artificial turf. This strategy, although costly, would be less expensive than developing a new facility and it would also greatly minimize the amount of downtime needed for reseedling.
5. With joint funding from the City, convert all of Cal Poly sports fields to artificial turf. This approach would be more financially feasible for Cal Poly than building an additional field or facility.
6. When resources become available, establish a joint use partnership for the joint development of a new facility to which both the University and the City will have access. Because the Sports Complex is also at maximum capacity, the University will eventually need additional recreation fields as well, and since it is no longer possible (or very difficult) to develop such facilities alone, it will be necessary to partner with other entities. At the request of the Cal State Chancellor’s Office, the new facility would be located on University property but would provide both the University and the City with equal amounts of access to the fields. The City should consider engaging in communication with Cal Poly now in order to build trust and good will for the future.

Scheduling

Some of the difficulty in terms having enough access to the DGSF is the result of current scheduling practices. Due to the large number of user groups wanting access to the fields, the City’s Parks and Recreation Department may be inadvertently excluding some groups from the

decision-making process. This problem may be resolved through the successful implementation of the following recommendations which strive to meet the needs of all users.

Recommendations:

1. Make scheduling meetings more accessible by holding them more frequently and at more appropriate times, such as in the evenings when more field users can attend. Communication should be fluid and constant between all users.
2. Carefully apply the City's current policies on field sign-up priorities and make sure the policies are distributed to and understood by all field users.
3. Ensure sports played within their traditional annual seasons have first priority over others. For example, in the spring, baseball or softball would have priority over soccer.
4. Exclude all non-sports events from the DGSF and assign certain fields for pick-up play on a rotating basis.

Costs and Funding

At this time, the City is unable to convert the existing fields at the DGSF to turf or build a new facility due to a lack of funding. The City should acquire additional funding by signing on as a partner with an entity such as Cal Poly in order to obtain state or federal funding.

Recommendations:

1. The City should begin to engage in communication with Cal Poly now in order to build trust and good will for future negotiations.

Maintenance

Public Works and Parks and Recreation staff have been working together to create a new maintenance schedule that minimizes downtime, while allowing renovation to occur during the best months for growing turf (Lynch, 2010, p. B1-2). As stated above, all fields now are closed once a year for major renovation from May through July, with the continued goal of increased

play. The complete closure of the facility causes conflict for some of the summer recreation groups.

Additionally, the DGSF should not be used so heavily during tournaments, as they produce intensive wear patterns on the fields. Tournaments that create excessive wear should not be scheduled because they are then closed for maintenance during the week, prohibiting the community (who funded the project) from using the facility.

Recommendations:

1. The City should rotate the fields to avoid excessive wear and tear in the same places.
2. Allow “spot use” of the University’s Sports Complex during tournaments. This approach not only increases the capacity during large sports events, but also provides the University with great exposure while promoting tourism in the City. While this strategy would not be able to provide additional practice fields, it would address the issue of excessive wear and tear on the fields during tournaments—less intensive use of the DGSF during tournaments would allow for a shorter period of recovery afterward.
3. The Parks and Recreation Department should coordinate with Public Works to ensure that the existing turf is the appropriate type. Public Works should install a better quality turf in order to handle the amount of demand for play without being closed for three months in the summer.
4. The City should acquire use of the University’s Sports Complex during the summer, when the DGSF are closed for maintenance and when demand for the Sports Complex fields is low.

Finding 2: A maintenance reserve, or “sinking fund,” to which all parties make monetary deposits, is an effective method for maintaining safe and healthy facilities

Healthy and adequate facilities are essential to establishing a system of supports for joint use partnerships. Where many partnerships face obstacles is when it comes to maintaining the facility to its original condition, and producing funding to complete the necessary repairs and upgrades. If a facility is not maintained properly, the space will not be viewed by the university

and community as desirable or safe, and the partnership may thus be terminated. Cal Poly's Performing Arts Center has implemented an effective method for ensuring that the facility endures its state-of-the-art condition. All three partners recognized that the facility would continually need upgrades and improvements (for seats, lighting and sound equipment, and so forth), so they agreed to make regular payments to the shared fund so that these improvements would be possible.

According to Regier, the establishment of such a fund is a very unusual financial technique; there are few other facilities that have repair and replacement reserves in place. In order for this approach to be successful, the partners should know all of the costs associated with their facilities so that they can then make informed negotiations on the resources needed to sustain intensified use.

Recommendations for San Luis Obispo

Given the current economic climate, the City has limited financial resources available for major repair and replacement projects for the Damon-Garcia Sports Fields. Because the extensive wear and tear of the natural turf fields at the facility, and because the City would like to eventually expand the facility or develop a new one, it would be beneficial for the City to establish a sinking fund, or maintenance reserve. With this system in place, it will be easier for the City to meet these needs or to address any unexpected maintenance issues.

Recommendations:

1. The City should seek to establish a maintenance reserve, to which the City, the SLCUSD, and any other facility user groups make annual deposits for repairs and upgrades.
 - a. The expected financial contribution of each entity should be dependent upon the extent of use at the facility.

Finding 3: There are very few resources available regarding how to establish joint use partnerships between state agencies

While the concept of joint use agreements between local governments and school districts has been a common practice for decades, the incorporation of other state agencies, such as universities and other higher education institutions, into the demand matrix is more unusual. As such, there is very little information on successful joint use partnerships between these entities. Local and state leaders wanting to develop and structure partnerships, then, are at a loss in terms of policymaking. Given the increasing complexity of the process, the lack of research and information available is a significant void (Vincent, 2010, p. 27).

Fortunately, there is a reasonable amount of information surrounding joint use agreements with school districts, especially within the public health research and advocacy community, but more is needed for state agencies. Numerous fact sheets, tools, and resources have been created to promote joint use of schools, and these are useful in gaining a general understanding of the process of establishing joint use partnerships, but policymakers are now in need of substantial case studies from which to guide their policies and programs.

Additionally, much of the existing research has been limited to increasing community use of physical activity spaces, and although such spaces “are an important and prevalent aspect of joint use, they are not the only way school districts should see the joint use issue” (Vincent, 2010, p. 27). Accordingly, in conjunction with expanding the scope of research on the subject to include universities and other state agencies, new resources should also seek to include non-physical activity joint use information for such facilities as auditoriums, performing arts centers, and libraries.

Recommendations for San Luis Obispo

While the City has had experience establishing joint use partnerships with Cal Poly and Cuesta in the past, it has never done so with Cal Poly for physical recreation facilities. Consequently, there is little local knowledge and scant existing information from which to model this type of partnership. The City should, thus, examine similar case studies and best practices for possible approaches to the problem. Local examples include Cal Poly's Performing Arts Center (PAC) and Cuesta College. The PAC has successfully established a joint use partnership with the City and with the Foundation for Performing Arts Center, a private organization. Another similar example of this type of partnership is the Civic Arts Plaza in Thousand Oaks, CA, which is partnership between a private foundation and the City of Thousand Oaks. Here, the partnership does not involve a university but in terms of its operations and relations, it is another great example of this type of relationship. The City of San Luis Obispo has also engaged in joint use partnerships with Cuesta College for use of the baseball fields on campus.

By examining these positive relationships, and other examples of best practices, the City may be better prepared to reexamine the possibility of joint use partnerships with Cal Poly in the future, especially for use of the Sports Complex.

Recommendations:

1. The City should research and analyze the best practices of successful, long-term joint use partnerships. Research should be used to comprehensively frame and empirically test the benefits associated with joint use.
 - a. Consider structure, roles, responsibilities, outcomes, effectiveness, and how the partnerships restructured relationships.
2. The City should research what state and local policies are needed to support joint use partnerships and joint development. Policies that both support and/or hinder these strategies should be examined.

Finding 4: Collaborating with the California State University Headquarters often poses a challenge because of their strict regulations

Because of the strict policies that the CSU Headquarters (the State) has implemented regarding joint use partnerships, it is very difficult to establish agreements with new partners. The State is the entity responsible for approving or denying new development on any of the 23 campuses in the State, and as such, any agreements or contracts entered are under the authority of the State. In general, the State is reluctant to approve joint use partnerships unless the facility is located on CSU property, legally making it a State entity, and effectively benefitting the student body primarily.

State policies and incentives, then, can play an important role in supporting joint use partnerships. Few state or local policies establish the structure needed to make joint use the norm, rather than an exception. Research finds, moreover, that joint use occurs in the absence of state policies supporting and/or incentivizing the projects, and this often creates conflict (Cooper & Vincent, 2008, p. 38).

To address this problem, state and local policymakers should 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 also develop grant programs to fund joint use policy development, or participate in state-level strategic planning efforts. State policy-makers should start by examining the policies outlined in the California Community College Civic Center Act, which “provides that there is a civic center at each and every community college within the state, and that governing boards of the community college districts may authorize the use, by citizens and organizations, of any other properties under their control for supervised recreation activities” (Ogilvie & Zimmerman, 2008, p. 86). By applying similar policies to CSU campuses, the recreational and educational needs of the surrounding community would be better served.

Recommendations for San Luis Obispo

The State's strict regulations make communication and collaboration processes difficult for all parties involved, including the City. Although the University is not willing to engage in a joint use partnership with the City at this time, it would be beneficial for the two entities to develop a communication mechanism now which will facilitate such discussions down the road. A joint use task force is an example of a communication mechanism which would help promote coordination and ongoing communication between the City and the University. This task force could also engage in discussions which seek to amend local policies regarding joint use partnerships and development, with the goal of developing grant programs to fund joint use policy development, as mentioned above.

Recommendations:

1. The City should establish a task force with Cal Poly in order to promote coordination and ongoing collaboration between the two entities so that future joint use discussions are more efficient.
 - a. The task force should combine members of two existing University and City entities: the Sports Complex Use Committee and the Parks and Recreation Department, respectively.

Finding 5: State agencies tend to act within a silo, making planning and operations a tremendous obstacle to joint use partnerships and joint development

In general, local government planning for cities and university planning for facilities occurs separately, and as a result, there are many missed opportunities for collaboration. In particular, these include joint development opportunities or the faculty to locate new facilities near one another to increase future joint use. As the PAC case study illustrates, universities tend to be very autocratic and vertical in their structure, and they tend to go through the decision making process in private. In contrast, local governments, in accordance with the Brown Act,

must carry out all of their actions in public. With improved communication mechanisms, though, joint planning will likely become more feasible.

As stated above, few state or local policies establish the structure needed to make joint use the norm, rather than an exception; most states lack policies that require or offer incentives for local governments and universities, let alone school districts, to work together to plan school infrastructure as part of the larger urban development plan. Established state or local joint use policies should incentivize collaboration between state agencies and break down the insulated systems that have unfortunately become the norm.

Recommendations for San Luis Obispo

As mentioned above, established state or local joint use policies should incentivize collaboration between state and local agencies and amend the fragmented systems that currently exist. Neither the City nor Cal Poly maintain policies which incentivize collaboration between the two entities with regard to joint use partnerships, and consequently, development tends to occur separately. By pooling resources and expertise, however, more can be done with less.

As suggested in the previous section, the City and the University should establish a joint use task force in order to develop new joint use policies. The policies should seek to bridge the information gap between the City and the University so that they are not duplicating resources or neglecting to meet the needs of certain portions of the community.

Recommendations:

1. The City should establish a task force with Cal Poly in order to promote coordination and ongoing collaboration between the two entities so that future joint use discussions are more efficient.
 - a. The task force should combine members of two existing University and City entities: the Sports Complex Use Committee and the Parks and Recreation Department, respectively.

Finding 6: A general lack of communication and trust between partners is the cause of many issues and challenges associated with joint use partnerships

The development of cooperative and sustainable relationships is an essential strategic practice when developing an effective joint use project (Testa, 2000, p. 38). In order to establish good working relationships, it is necessary that strong lines of communication exist between partners, as many joint use problems stem from this deficiency. Both case studies emphasized the importance of strong, positive, trusting relationships between partners. In the case of the Sports Complex, the communication mechanisms were fragile due to both partners' inability to compromise and negotiate. Because of this, the partnership failed. In the case of the PAC, however, all partners were more amenable to open dialogue whenever issues arose, and thus, the PAC now stands as one of the few great examples of a joint use partnership between a local government and a university.

The communication mechanism employed by the PAC is one of the primary reasons the partnership is so successful. The partners have succeeded at creating new committees or commissions—work groups, essentially—when necessary. As Kappagoda and Ogilvie have found (2012), “staff overseeing the development of joint use agreements should take the responsibility of building relationships seriously since overlooking or avoiding this aspect of the process could derail the agreement” (p. 68). A joint use task force or staff work group can foster these important relationships. The PAC’s Central Coast Performing Arts Center Commission (CCPACC) is comprised of several representatives from each of the three entities: five members from the University, two from the City, and two from the FPAC. The CCPACC has been a very effective body for advising on the policies and the schedule of programming, as well as taking responsibility of the budget and the finances. Additionally, when the three members were having difficulty naming the facility originally, they decided to form a subcommittee to address the issue. Again, the committee represented all three partners and it eventually solved the problem through

successful communication strategies. So, as is evidenced here, diverse representation ensures broad agency and community buy-in, which then fosters a more cooperative approach to negotiating in order to solve partnership issues. When all groups are given the opportunity to participate in the decision-making process, they are more likely to be amenable to joint use partnerships.

The need for effective communication techniques involving collaboration and compromise is becoming even more pronounced as it is becoming increasingly difficult to finance new projects alone. State agencies need partners and the benefits to all are clear: better facilities with less money. To establish partners, though, state agencies need to compromise, and compromise in a state bureaucracy the size of the CSU system is very difficult, yet still possible.

Recommendations for San Luis Obispo

The finding and recommendation here is the same as that outlined in the previous section on silo management.

Recommendations:

1. The City should establish a task force with Cal Poly in order to promote coordination and ongoing collaboration between the two entities so that future joint use discussions are more efficient.
 - a. The task force should combine members of two existing University and City entities: the Sports Complex Use Committee and the Parks and Recreation Department, respectively.

Finding 7: Aligning goals and visions for a project at the onset strengthens a partnership's foundation

Again, strong lines of communication are essential to the concept that aligning partnership goals and visions strengthen and sustain joint use relationships. At the local level, partners need to establish a shared vision for what the joint use partnership seeks to achieve so

that the partners are working toward shared goals and a collective future; a successful joint use agreement begins by gaining a full understanding of what would be involved, including accessibility, staffing, security, responsibility, liability, timing and evaluation. Ultimately, the elements articulated in any joint use agreement must meet the administrative needs and programmatic goals of each joint use partner (Cooper & Vincent, 2008, p. 39). At their core, moreover, they must be value-added for all partners, and it is the responsibility of all partners to determine how best to meet the interests and address the concerns of the parties involved.

This is particularly important when bringing entities together that individually focus on different (or even competing) goals. As the case studies have illustrated, cultural and philosophical differences often exist between local governments and universities. According to Harasta (2008), “the relationship between institutions of higher learning and the communities in which they reside can often be described as tenuous at best” (p. 25). Research also suggests that residents of college towns are often antagonized by what they see as favoritism for college agenda, while they feel the institution isolates itself from its community (Boyer, 1990). The literature also states that “college officials often maintain elitist attitudes towards their college's community, thereby inhibiting both the quantity and quality of positive college/community relations” (Benson, Harkavy, & Puckett 2000).

There are, however, means to depose the tensions between universities and their communities, with collaboration and respect. David Scott, chancellor at the University of Massachusetts (UMass), noted that:

UMass and neighboring communities tend to arrive at town-gown relations much the same way motorists arrive at a four-way stop sign, trying to work out the right-of-way without collision, obscene gestures, or rage. But with each successful stop and go...the campus and its neighbors develop a warmer relationship” (Steinkamp, 1998, p. 1).

In facilitating positive relationships like this, several universities have organized commissions and coalitions that seat the institution's administration with community leaders in hopes of building lasting partnerships between the two entities. It is at junctions such as these that a shared vision brings the partnership's goals into clear focus and aids in establishing a collective posture that is often absent among partners and their constituent groups.

Recommendations for San Luis Obispo

The finding and recommendation here is the same as that outlined in the previous section on silo management.

Recommendations:

1. The City should establish a task force with Cal Poly in order to promote coordination and ongoing collaboration between the two entities so that future joint use discussions are more efficient.
 - a. The task force should combine members of two existing University and City entities: the Sports Complex Use Committee and the Parks and Recreation Department, respectively.

Finding 8: Neglecting to periodically review and update the joint use documents may cause tension between partners

As partnerships evolve, agreements should be updated to meet new needs and preferences of the constituent groups. Common formalizing tools seen in joint use partnerships are memoranda of understanding (MOU), joint use agreement (JUA), joint development agreement (JDA), and joint powers authority (JPA). Formal written agreements become the vehicle to sustain the vision, ideas, and rules crafted among partners amidst change. If these are not regularly reviewed to reflect demographic, economic, and/or physical changes in the community,

the partners may experience tension or a backlash from the community. Ogilvie and Zimmerman (2010) state the following:

In the Shasta County town of Anderson, 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.’ An agreement in the Sacramento County town of Folsom goes further to list the number of times the agreement has been revised since it was created in 1972 – six times, to date – as a way of indicating that the agreement is a living document, to be modified on a continuing basis. (p.80)

Furthermore, “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” (Ogilvie and Zimmerman 2010, p. 80).

Recommendations for San Luis Obispo

Like most local municipalities, the City of San Luis Obispo currently holds a joint use agreement with the SLCUSD for various recreational fields in the City. The agreement is valid for five years, after which time the two partners must revisit the do, document and ensure that the policies are still relevant. Perhaps, however, the last needs assessment conducted by the City does not account for the DGSF closure during the summer months. The City, then, should conduct a new study, which identifies the various user groups displaced by the closure.

Recommendations:

1. The City should conduct a needs assessment which identifies the various user groups displaced by the DGSF closures in the summer.
 - a. The City should then approach the University with the findings and, using the effective communication strategies discussed above, should encourage the University to allow joint use of the Sports Complex during the summer months.

Conclusion

State agencies, specifically universities, are increasingly being called upon to help sustain vibrant, active, and healthy communities. Expanding the uses of these institutions' spaces through joint use is a promising way to do so. Meeting these new demands "must be met with a system of supports that structures effective joint use partnerships" (Vincent, 2010, p. 33).

The findings and recommendations provided here are intended to better inform joint use partnerships between state agencies. Because very little research currently exists to inform joint use partnerships between state agencies (other than local school districts), the opportunities for exploration are endless. Of particular interest, however, are the fields of local and state policy and financing methods. A summary of the findings and recommendations is provided below in Table 6.

As evidenced by the case studies and interviews included here, implementation varies greatly from project to project and the benefits of effective partnerships do not result overnight. Establishing effective and inclusive partnerships takes time, and it is important to create the appropriate framework from the start and review the structure and process of the partnership on an ongoing basis to measure its success or failure.

The case studies also suggest that joint use is "a flexible, ever-evolving strategy for increasing the benefits from the public investment in university facilities and grounds" (Vincent, 2010, p. 34). As public agencies increasingly look to do more with less, joint use will likely attract more interest. Existing systems, however, are not prepared to address the various issues associated with joint use, joint development, and entering into joint use partnerships. Once the benefits of joint use are better understood by policymakers and by university officials, though, the process for establishing such partnerships will be much more approachable. With implementation policies in place for joint use partnerships, local and university officials will be able to streamline and facilitate the joint use process, effectively encouraging this type of relationship.

Summary of Findings and Recommendations		
Finding		Recommendation
1 Administrative and Operational Issues	<i>General</i> General administrative and operational challenges such as scheduling, management, funding, maintenance, and liability are still an issue.	Formalize partnerships with written agreements which provide clarity on roles and responsibilities for partners.
	<i>San Luis Obispo</i> The University does not have the administrative resources necessary, nor the desire, to sustain a joint use partnership with the City at this time, and thus the City must work within its limits to accommodate the community's recreation needs.	Usage, scheduling, funding, and maintenance issues should be addressed by first utilizing available resources and then seeking outside resources when necessary. Parties should also better understand what opportunities are available, e.g. Sports Complex fields during the summer.
2 Maintenance Costs	<i>General</i> A maintenance reserve, or "sinking fund," to which all parties make monetary deposits, is an effective method for maintaining safe and healthy facilities.	Partners should establish a sinking fund, to which all members make deposits for repairs and upgrades of the facility being shared.
	<i>San Luis Obispo</i> Given the current economic climate, the City has limited financial resources available for major repair and replacement projects for the DGSF.	The City should seek to establish a maintenance reserve, to which the City, the SLCUSD, and other user groups make annual deposits for repairs and upgrades.
3 Information/Resources	<i>General</i> There are very few resources available regarding the establishment of joint use partnerships between state agencies, particularly between local municipalities and higher education institutions.	In conjunction with expanding the scope of research on the subject to include universities and other state agencies, new resources should also seek to include non-physical activity joint use information for such facilities as auditoriums, performing arts centers, and libraries.
	<i>San Luis Obispo</i> While the City has had experience establishing joint use partnerships with Cal Poly and Ouesta in the past, it has never done so with Cal Poly for physical recreation facilities. Consequently, there is little local knowledge and scant existing information from which to model this type of partnership.	The City should research and analyze best practices of successful joint use partnerships. It should also research what state and local policies are needed to support joint use partnerships and joint development.
4 Collaboration with CSU Headquarters	<i>General</i> Collaborating with the California State University Headquarters often poses a challenge because of their strict regulations.	State and/or local policymakers should help promote joint use initiatives by providing funding and policy support.
	<i>San Luis Obispo</i> The State's strict regulations make communication and collaboration processes difficult for all parties involved, including the City.	The City and the University should establish a joint use task force made up of members of the University's Sports Complex Use Committee and the City's Parks and Recreation Department in order to promote communication between the two entities.
5 Silo Management, with respect to Recreational Facilities	<i>General</i> State agencies tend to act within a silo, making planning and operations a tremendous obstacle to joint use partnerships and joint development.	State and/or local joint use policies should incentivize collaboration between state agencies and break down the insulated systems that have become the norm.
	<i>San Luis Obispo</i> Neither Cal Poly, nor the City currently maintain policies which incentivize collaboration between the City and the University with regard to joint use partnerships.	The City and the University should establish a joint use task force made up of members of the University's Sports Complex Use Committee and the City's Parks and Recreation Department in order to develop new joint use policies.
6 Communication	<i>General</i> A general lack of communication and trust between partners is the cause of many issues and challenges associated with joint use partnerships.	Partners should establish effective communication techniques involving collaboration and compromise, and which seek to foster strong working relationships.
	<i>San Luis Obispo</i> Neither Cal Poly, nor the City currently maintain policies which incentivize collaboration between the City and the University with regard to joint use partnerships.	The City and the University should establish a joint use task force made up of members of the University's Sports Complex Use Committee and the City's Parks and Recreation Department in order to promote communication between the two entities.
7 Goals and Visions	<i>General</i> Aligning goals and visions for a project at the onset strengthens a partnership's foundation.	Partners should establish a shared vision for what the joint use partnership seeks to achieve so that partners are working toward shared goals and a collective future; a successful joint use agreement begins by gaining a full understanding of what would be involved, including accessibility, staffing, security, responsibility, liability, timing and evaluation.
	<i>San Luis Obispo</i> Neither Cal Poly, nor the City currently maintain policies which incentivize collaboration between the City and the University with regard to joint use partnerships.	The City and the University should establish a joint use task force made up of members of the University's Sports Complex Use Committee and the City's Parks and Recreation Department in order to promote communication between the two entities.
8 Revision of Joint Use Documents	<i>General</i> Neglecting to periodically review and update the joint use documents may cause tension between partners.	Partners should periodically review and update joint use documents so as to meet new needs and preferences of the constituent groups.
	<i>San Luis Obispo</i> The City has not conducted a needs assessment study recently, and there may be a significant number of user groups that are being displaced by the DGSF closures. These groups may be better served through a joint use partnership with the University during the summer months.	The City should conduct a needs assessment which identifies the various user groups displaced by the DGSF closures in the summer.

Table 6: Summary of general and San Luis Obispo-specific findings and recommendations.

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