

PARTNERSHIPS ASSESSMENT AND POLICY

EXISTING PARTNERSHIPS EVALUATION

A key component of the operations analysis is the evaluation of the Department's current partnerships. Several partnership agreements were provided by the Brookings Parks and Recreation Department that included: Brookings Swim Club, Brookings School District, Community Cultural Center and Brookings Arts Council, Brookings Activity Center, Fishback Soccer Park, and Larson Ice Center and the Brookings Ice Skating Association.

BROOKINGS SWIM CLUB

The first reviewed partnership agreement was with the Brookings Swim Club. The current agreement is a facility use partnership agreement and review of it as follows:

- The agreement does not state the purpose of the partnership and what it is the agreement provides to both parties, which should be listed in a recital that is usually stated at the beginning of the agreement.
- The agreement does outline what the partnership consists of as it applies to access and use of the pool.
- The partnership agreement does outline the expectation of each partner.
- The partnership does not outline the true cost of what the city provides to allow the swim club the use of the pool in both direct and indirect costs, but it does outline the costs to rent the pool for swim meets hosted by the swim club.
- Operational details are limited, but it does address access and how concessions will be provided to swim groups during a swim meet.
- The agreement does outline what the program usage is for the use of the pool.
- The point of contact for both parties is outlined, but no detail is included in the agreement such as phone numbers or email addresses.
- The agreement does not state the length of the agreement and appears to be on a year-to-year basis.
- The agreement does not outline any key performance indicators regarding the partnership and how to measure success of the partnership.
- The agreement does outline requirements by the swim club for liability insurance.

BROOKING SCHOOL DISTRICT

The second partnership agreement evaluated was between the City of Brookings Municipal organization and the Brookings School District 5-1 and review of it as follows:

- The agreement between the school district and the City does include a recital that outlines the purpose of the partnership and what each party is trying to accomplish for the community.
- The partnership agreement does outline what the agreement consists of such as shared use facilities that are designed to serve the needs of the City and the school district with the goal to maximize the use of both outdoor and indoor facilities for the use of students as well as members of the community.
- The partnership agreement does outline how they will cooperate in the maintenance, scheduling and usage of indoor and outdoor facilities. The agreement also indicates that there is an operational addendum itemizing arrangements for each school/park facility. It also states that either party may provide for the transfer of funds for services provided or in-kind payments in lieu of services provided as noted on the operational addendum.

- The agreement recites a reporting process each year and how adjustments can and will be made. No operational diagram on how that works is in the agreement.
- There is not a joint use guideline and philosophy attached to the agreement as stated.
- The indemnification is delineated well in the agreement between each party.
- The termination of the agreement process and timeline is identified for both parties.
- Point of contracts for both parties are identified in the agreement.
- Termination process is outlined for the agreement. However, the agreement needs to be updated as it is 12 years old.
- The areas of a typical school district/city partnership that are missing include:
 - Operating details on how the permitting process is done and if conflicts arise how to deal with them.
 - Who does what in the partnership?
 - Key issues that can create conflict and how to deal with them.
 - There is no costing outline of what each partner is contributing into the partnership.
 - The agreement does not identify how space will be dealt with on an equitable level.
 - No endowment is established in the partnership agreement for each partner to invest into the partnership to create revenue to offset operational costs or capital needs.
 - Not key performance indicators are identified to outline and track how the partnership impacts efficiency and effectiveness of the partnerships involved to demonstrate fairness.

COMMUNITY CULTURAL CENTER AND BROOKINGS ART COUNCIL

The third partnership agreement reviewed was between the City of Brookings as owner of the Community Cultural Center and Brookings Arts Council for the use and operation of the Community Cultural Center and review of it as follows:

- The agreement has a recital and general purpose for what the partnership includes and who does what in the partnership.
- The partnership agreement outlines who owns the building and what are the responsibilities of both partners in the agreement.
- The partnership agreement identifies who is responsible for managing the agreement between the two parties.
- The partnership agreement outlines who is responsible to provide overall operation and maintenance of the facility.
- The partnership agreement outlines that the City is responsible for capital improvements of the facility where the Cultural Center is located as well as the routine maintenance.
- The insurance requirements are identified for both parties.
- The agreement is to expire in five years, but it has not been renewed and is six years.
- No reporting process is outlined in the partnership agreement.
- No outline of costs to operate the facility or to maintain on an annual basis it is outlined in the agreement.
- No endowment is set up to help fund the capital costs of the facility on an annual basis.
- There are no key performance indicators outlined in the partnership agreement that delineate what the outcomes are being achieved by the Art Council on an annual basis.

- There is not an established way to demonstrate what the city is putting into the building cost and what the arts council is investing in programs and services in the building.

BROOKINGS ACTIVITY CENTER

Fourth Partnership Agreement evaluated was between the City of Brookings and the Brookings Activity Center and review of it as follows:

- The Brookings Activity Center is essentially a senior center. The building is owned by the City of Brookings and the Activity Center provides recreational and social activities including nutritional meals.
- The partnership agreement is an ongoing agreement with no termination date but requires a 180-day notice should the Activity Center decide it does not want to provide services in that building for the future.
- The City is responsible for the cost of improvements to the building, ongoing maintenance and outside maintenance surrounding the building. Minor improvements such as furnace filters, light bulbs and minor plumbing are the responsibility of the Activity Center. The Brookings Activity Center is responsible for the utilities of the building as well as the insurance for personal contents in the building and liability insurance.
- The Brookings Activity Center is responsible for the janitorial costs of the building, as well as the supplies and equipment needed in the building.
- The Brookings Activity Center is responsible for the staffing of the facility and the programs provided.
- All interior improvements are the responsibility of the Activity Center Inc.
- The furniture, contents, and equipment including kitchen and food preparation equipment and supplies shall be owned by the user and the city shall have no responsibility for providing or replacing these items.
- The food service contract is a joint contract with a service provider and the contract can only be cancelled with the city and the Activity Center agreeing to so.
- The partnership agreement does not include any expectations of what the Activity Center should provide in services to seniors age 60+. No point of contact is listed in the agreement. No reporting process to either party is outlined in the agreement. No budget is established or reported as part of the agreement. No key performance indicators are established by either party. These elements should be established in future agreements.

FISHBACK SOCCER PARK

Fifth partnership agreement reviewed between Fishback Soccer Park Operating Agreement between South Dakota State University and the City of Brookings and review of it as follows:

- The operating agreement does not have a recital intention at the start of the agreement on why the agreement is in place to begin with, but it does reference intention of what both parties desire.
- The operating agreement outlines what each partner will provide in permit compensation to the city of \$3,400 annually and what the City will provide in terms of facility access use for practices, games and tournaments, as well as the maintenance of the field, lighting utility costs with the exception of demand charges when a game is played in prime utility costing time and the field maintenance cost the city will provide for the grounds and buildings. No true costing is established for what the split between the City and University is and how much the City is subsidizing the use for the University beyond the \$3,400 the University pays now. This should be a priority in the phase two portion of the agreement.
- Operational details and upgrades improvements are outlined, but not costed out annually.

- Joint recognition for both the city and the University is not outlined in the agreement for the investment the City is making on behalf of the University.
- A flow chart of communications is indicated in the agreement, but not attached.
- Termination dates are established in two separate 10-year phases with the second phase being updated beginning in 2022.
- No key performance indicators are listed on how to measure the success of the partnership agreement for efficiency and or effectiveness.

BROOKINGS ICE SKATING ASSOCIATION

Sixth partnership agreement reviewed includes the Larson Ice Center and the Brookings Ice Skating Association (BISA) for the use and operation of the Larson Ice Center for the period of one year from July 31, 2020, to July 30th, 2021 and review of it as follows.

- A recital and general purpose of the agreement is stated.
- The agreement is for one year.
- The agreement outlines what BISA does for use of the facility, as one of three major partners of the facility.
- The point of contacts on who is responsible for managing the agreement is outlined.
- The roles and responsibilities of the agreement are identified in the agreement. No budget numbers by either party are stated for their level of investment in each other of the facility, with the exception of the ice fee which is stated at \$70,500 or \$140 for ice time. The true cost of ice time is not stated in the agreement.
- The operational uses by BISA are identified in the agreement on who does what and why as it applies to access, cleaning of space, use of certain spaces in the building and time of year of use.
- Programs are outlined in the agreement on what BISA will provide in the building.
- Point of contacts for both parties are identified and for resolving conflict between each party on elements of use in the building. The termination date and insurances that BISA is to provide are identified.
- No existing operational budget is stated for the arena and what share BISA is responsible for in the agreement.
- The City's role in providing ice skating lessons, open skate times and other services are stated clearly but not an operating budget to provide those services.
- A staffing organizational chart on who provides what and why is not attached in the agreement with phone numbers and email addresses.
- No key performance indicators are identified in the agreement to demonstrate efficiency and effectiveness of the facility and of each organization support in the building.

BEST PRACTICES IN CREATING A PARTNERSHIP POLICY

Creating a partnership policy involves the following process and it is recommended that the Department classify their partnerships as public/public partnerships, public/private partnerships and public/not-for-profit partnerships. In each case, the Department should consider following these recommendations for each type of partnership and include a checklist of items to include in the partnership.

ESTABLISH A VISION STATEMENT AND PURPOSE FOR PARTNERSHIPS

“The Vision for Brookings Parks and Recreation Department is to provide high quality parks, recreation facilities and programs that citizens and visitors desire and will support financially that creates a community of choice to live, work and play now and for future generations.”

PURPOSE

This policy is designed to guide the process for Brookings Parks and Recreation in their desire to partner with private, non-profit, or other governmental entities for the development, design, construction and/or operation of possibly partnered recreational facilities and/or programs that may occur on Brookings Parks and Recreation owned or leased property.

A major component in exploring any potential partnership will be to identify collaborating partners that may help provide a synergistic working relationship in terms of resources, community contributions, knowledge, and political sensitivity. These partnerships should be mutually beneficial for all proposing partners including Brookings Parks and Recreation, and particularly beneficial for the citizens of Brookings.

ISSUES ADDRESSED.

Brookings Parks and Recreation has developed partnerships over many years that have helped to support the management of parks and recreation facilities and programs services, while also providing educational and recreational opportunities for the citizens of Brookings. The recommended policy will promote fairness and equity within the existing and future partnerships while helping staff to manage against what may cause conflicts internally and externally. Certain partnership principles must be adopted by Brookings Parks and Recreation Parks Board for existing and future partnerships to work effectively. These partnership principles are as follows:

- All partnerships will require an upfront presentation to the Brookings Parks and Recreation and Parks Board that describes the reason for creation of the partnership and establishes an outcome that benefits each partner's involvement.
- All partnerships will require a working agreement with measurable outcomes that hold each partner accountable to the outcomes desired and to each other and will be evaluated on a yearly basis with reports back to the Parks Board on the outcomes of the partnership and how equitable the partnership remains.
- All partnerships will track direct and indirect costs associated with the partnership investment to demonstrate the level of equity each partner is investing.
- Each partner will not treat one another as a client-to-client relationship but will create a partnership culture that focuses on planning together on a yearly basis or as appropriate; communicating weekly/or monthly on how the partnership is working; and annually reporting to each other's board or owners on how well the partnership is working and the results of their efforts to the taxpayers of Brookings.
- Full disclosure by both partners to each other will be made available when issues arise.
- Annual informing of each other's staff on the respective partner's values and yearly goals and work plans so both partners are in-tune with issues the partners may be dealing with that could affect the partnership policy or agreement as it applies to finances, staffing, capital costs, political elements, or changes in operating philosophies.

PARTNERSHIP REQUIREMENTS FOR EACH PARTNERSHIP AGREEMENT:

Each partnership Agreement must have these elements in the agreement between the city and the partner involved:

- The partnership must have a recital that is stated at the start of the partnership agreement that outlines the purpose and intention of the partnership.
- What does the partnership consist of is stated?

- Who does what in the partnership agreement?
- What are the key issues we are trying to address or resolve in the partnership agreement?
- Operational details outlined in the agreement on who does what, why and to what level.
- What programs will be provided?
- How will each partner address joint recognition in the partnership agreement?
- Who will be the point of contact and the email and phone number contacts stated?
- Communications expectation outlined for both partners involved.
- The Director of each organization will be the representative over the partnership agreement.
- A termination date is stated.
- Reporting process is outlined at the end of each year.
- Staff cost will be stated on what each partner is spending to support the partnership in place on a yearly basis.
- The space to be allocated and how it will be shared between the city and the partner.
- Establish of a funding Endowment if necessary to cover ongoing cost associate with the capital costs to operate and maintain a facility.
- What will be the key performance measures that will track and demonstrate the outcomes desired?
- A business plan may be required based on the level of money involved and the level of impact required including an operational proforma updated yearly.
- Cost of service will be updated yearly for what each partner is spending on the partnership annually.
- Establish a working operational diagram on how the partnership will function based on the expectations of the partnership agreement.

EXPECTED OUTCOMES AND BENEFITS

- Increased visibility
- Increase in services and programs.
- Tax dollars spent on services are maximized through collaboration.
- Public believes in and supports the role of Brookings Parks and Recreation in partnerships
- Promotes a positive image.
- Public involvement enriches their understanding of Brookings Parks and Recreation
- Engaged public enhances current and future development of programs and facilities.
- Provides alternatives for manpower, recreation sites, financial resources, supplies, materials, etc. for a more comprehensive system.
- Shared vision and goals
- Allow us the opportunity to make a vision a reality.
- Reach more people, provide more services, reduce expenditures, and generate more revenue.

- Eliminates duplication of efforts, strengthen communities, and achieve greater outcomes.

TYPES OF PARTNERSHIPS

PUBLIC/PUBLIC PARTNERSHIPS

The policy for public/public partnerships is evident with Brookings Parks and Recreation based on their working with other agencies such as schools, and other municipal services in the area. Working together on the development, sharing, and/or operating, parks and recreation facilities and programs will be as follows:

- Each partner will meet with the Brookings Parks and Recreation Board and staff annually to plan and share activity-based costs and equity invested by each partner in the partnership.
- Partners will establish measurable outcomes and work through key issues to focus on for the coming year between each partner to meet the outcomes desired.
- Each partner will focus on meeting a balance of 50% equity for each agreed-to partnership and track investment costs accordingly.
- Each partner will assign a liaison to serve each partnership agency for communication and planning purposes.
- Measurable outcomes will be reviewed quarterly or annually and shared with each partner, with adjustments made as needed.
- Each partner will act as an agent for the other partner, thinking collectively as one, not two separate agencies for purposes of the agreement.
- Each partner will meet with the other partner's respective board or owner annually, to share results of the partnership agreement.
- A working partnership agreement will be developed and monitored together on a quarterly or as needed basis.
- If conflicts arise between partners, the Director of Brookings Parks and Recreation along with the other public agency's highest-ranking officer will meet to resolve the partnership issue. It should be resolved at the highest level, or the partnership will be dissolved.
- No exchange of money between partners will be made until the end of the partnership year. A running credit will be established that can be settled at the end of the planning year with one check or will be carried over to the following year as a credit with adjustments made to the working agreement to meet the 50% equity level desired.

PUBLIC/NOT-FOR-PROFIT PARTNERSHIPS

The partnership policy for public/not-for-profit partnerships with Brookings Parks and Recreation and the not-for-profit community of service providers is seen in associations working together in the development and management of facilities and programs within the Brookings Parks and Recreation system. These principles are as follows:

- The not-for-profit partner agency or group involved with Brookings Parks and Recreation must first recognize that they are in a partnership with the Department to provide a public service or good; conversely, the Department must manage the partnership in the best interest of the community as a whole, not in the best interest of the not-for-profit agency.
- The partnership working agreement will be year-to-year and evaluated based on the outcomes determined for the partnership agencies or groups during the planning process at the start of the partnership year. At the planning workshop, each partner will share their needs for the partnership and outcomes desired. Each partner will outline their level of investment in the partnership as it applies to money, people, time, equipment, and the amount of capital investment they will make in the partnership for the coming year.

- Each partner will focus on meeting a balance of 50% equity or as negotiated and agreed upon as established in the planning session with Brookings Parks and Recreation. Each partner will demonstrate to the other the method each will use to track costs, and how it will be reported on a monthly basis, and any revenue earned.
- Each partner will appoint a liaison to serve each partnering agency for communication purposes.
- Measurable outcomes will be reviewed quarterly and shared with each partner, with adjustments made, as needed.
- Each partner will act as an agent for the other partner to think collectively as one, not two separate agencies. Items such as financial information will be shared if requested by either partner when requested to support a better understanding of the resources available to the partnership.
- Each partner will meet the other's respective board on a yearly basis to share results of the partnership agreement.
- If conflicts should arise during the partnership year, the Brookings Parks and Recreation Director and the highest-ranking officer of the not-for-profit agency will meet to resolve the issue.
- It should be resolved at this level, or the partnership will be dissolved. No other course of action will be allowed by either partner.
- Financial payments by the not-for-profit agency will be made monthly to Brookings Parks and Recreation as outlined in the working agreement to meet the 50% equity level of the partnership.

PUBLIC/PRIVATE PARTNERSHIPS

The policy for public/private partnerships is relevant to Brookings Parks and Recreation and includes businesses, private groups, private associations, or individuals who desires to make a profit from use of Department facilities or programs. It would also be evident if the business, group, association, or individual wishes to develop a facility on park property, to provide a service on Department-owned property, or who has a contract with the Department to provide a task or service on the Department's owned facilities. The partnership principles are as follows:

- Upon entering into an agreement with a private business, group, association or individual, Brookings Parks and Recreation Board and staff must recognize that they must allow that entity to make a profit.
- In developing a public/private partnership, the Brookings Parks and Recreation Board and staff, as well as the private partner will enjoy a designated fee from the contracting agency, or a designated fee plus a percentage of gross dollars less sales tax on a monthly, quarterly, or yearly basis, as outlined in the contract agreement.
- In developing a public/private partnership, the Brookings Parks and Recreation Board and staff, as well as contracted partners will establish a set of measurable outcomes to be achieved. A tracking method of those outcomes will be established and monitored by Brookings Parks and Recreation Staff and Board. The outcomes will include standards of quality, financial reports, customer satisfaction, payments to the Department, and overall coordination with the Department for the services rendered.
- Depending on the level of investment made by the private contractor, the partnership agreement can be limited to months, a year, or multiple years.
- The private contractor will provide on a yearly basis a working management plan they will follow to ensure the outcomes desired by the Brookings Parks and Recreation Board and staff to achieve the goals of the partnership set out in the partnership recital. The work management plan can and will be negotiated, if necessary. Monitoring of the work management plan will be the responsibility of both partners. The Brookings Parks and Recreation Board and staff must allow the contractor to operate freely in their best interest, as long as the outcomes are achieved.

- The Department has the right to advertise for private contracted partnership services or negotiate on an individual basis with a bid process based on the professional level of the service to be provided.
- If conflicts arise between both partners, the Director of Brookings Parks and Recreation and the highest ranked officer from the other partnership will try to resolve the issue before going to each partner's legal councils. If none can be achieved, the partnership shall be dissolved.

THE PARTNERING PROCESS OUTLINE

The steps for the creation of a partnership with Brookings Parks and Recreation are as follows:

- Brookings Parks and Recreation will create a public notification process that will help inform any and all interested partners of the availability of partnerships with Brookings Parks and Recreation. This will be done through notification in area newspapers, listing in the brochure, or through any other notification method that is feasible.
- The proposing partner takes the first step to propose partnering with Brookings Parks and Recreation. To help in reviewing both the partnerships proposed, and the project to be developed in partnership, Brookings Parks and Recreation asks for a Preliminary Proposal according to a specific format. If initial review of a Preliminary Proposal yields interest and appears to be mutually beneficial based on Brookings Parks and Recreation Mission and Goals, and the Selection Criteria, a Brookings Parks and Recreation staff person or appointed representative will be assigned to work with potential partners.
- The Brookings Parks and Recreation representative is available to answer questions related to the creation of an initial proposal, and after initial interest has been indicated, will work with the proposing partner to create a checklist of what actions need to take place next. Each project will have distinctive planning, design, review, and support issues. The Brookings Parks and Recreation representative will facilitate the process of determining how the partnership will address these issues. This representative can also facilitate approvals and input from any involved Brookings Parks and Recreation staff member, providing guidance for the partners as to necessary steps.
- An additional focus at this point will be determining whether this project is appropriate for additional collaborative partnering, and whether this project should prompt Brookings Parks and Recreation to seek a Request for Proposal (RFP) from competing/ collaborating organizations.
- Request for Proposal (RFP) Trigger: In order to reduce concerns of unfair private competition, if a proposed project involves partnering with a private "for profit" entity and a dollar amount greater than \$5,000, and Brookings Parks and Recreation has not already undergone a public process for solicitation of that particular type of partnership, then Brookings Parks and Recreation will request Partnership Proposals from other interested private entities for identical and/or complementary facilities, programs or services. A selection of appropriate partners will be part of the process.
- For most projects, a Formal Proposal from the partners for their desired development project will need to be presented for the Brookings Parks and Recreation's official development review processes and approvals. The project may require approval by the Legal Counsel of the City.
- Depending on project complexity and anticipated benefits, responsibilities for all action points are negotiable, within the framework established by law, to assure the most efficient and mutually beneficial outcome. Some projects may require that all technical and professional expertise and staff resources come from outside the Brookings Parks and Recreation staff, while some projects may proceed most efficiently if Brookings Parks and Recreation contributes staff resources to the partnership.
- The partnership must cover the costs the partnership incurs, regardless of how the partnered project is staffed, and reflect those costs in its project proposal and budget. The proposal for the partnered project should also discuss how

staffing and expertise will be provided, and what documents will be produced. If Brookings Parks and Recreation staff resources are to be used by the partnership, those costs should be allocated to the partnered project and charged to it.

- Specific Partnership Agreements appropriate to the project will be drafted jointly. There is no specifically prescribed format for Partnership Agreements, which may take any of several forms depending on what will accomplish the desired relationships among partners. The agreements may be in the form of:
 - Lease Agreements
 - Management and/or Operating Agreements
 - Maintenance Agreements
 - Intergovernmental Agreements (IGAs)
 - Or a combination of these and/or other appropriate agreements
- Proposed partnership agreements might include oversight of the development of the partnership, concept plans and project master plans, environmental assessments, architectural designs, development and design review, project management, and construction documents, inspections, contracting, monitoring, etc. Provision to fund the costs and for reimbursing Brookings Parks and Recreation for its costs incurred in creating the partnership, facilitating the project's passage through the Development Review Processes, and completing the required documents should be considered.
- If all is approved, the Partnership begins. Brookings Parks and Recreation is committed to upholding its responsibilities to Partners from the initiation through the continuation of a partnership. Evaluation will be an integral component of all Partnerships. The agreements should outline who is responsible for evaluation; the types of measures used, and detail what will occur should the evaluations reveal Partners are not meeting their Partnership obligations.

PARTNERSHIP SUCCESS FACTORS BY BRIAN O'NEILL NATIONAL PARKS CONSERVANCY DIRECTOR

- Focus on important needs of both partners involved.
- Make the partnership a win-win.
- Adopt a shared vision.
- Negotiate a formal agreement.
- Ensure good communication.
- Ensure the partnership is owned by your whole organization.
- Maintain an environment of trust,
- Leave your ego and control at the door.
- Understand each partners' mission and organizational culture.
- Use the strengths of each partner.
- Find ways through the red tape.
- Build step by step.
- Strive for excellence.
- Diversify your funding sources.
- Constantly seek out and adopt best practices.

- Always be courteous and diplomatic.
- Honor your commitments.
- Celebrate success.
- Respect the right to disagree. Act on a consensus basis.
- Network and build relationships.
- Put mechanisms in place to reinforce the partnership.