



# PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

## POLICY NAME: Friends & Allied Partners

**Policy Category:** Workforce & Community Alliances

**Reviewed:**  
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**Authorized By:**  
Zari Santner, Director

### The Value of Collaborative Partnership

The success of Portland Parks & Recreation (PP&R) depends on the support, assistance, advocacy and enthusiasm of the public as stewards of their parks and recreation system. Public parks and recreation are essential elements in the vibrant life of the city.

Each year, tens of thousands of Portlanders help the city's parks, natural areas, trails, playgrounds, athletic and recreational facilities/programs flourish through individual volunteerism or through work with a host of organized PP&R ***"Friends and Allied Partners."***

Out of a commitment to protect the public interest and the "commonwealth," friends and allied partner groups donate hundreds of thousands of hours of skilled and unskilled labor, as well as cash, materials, equipment, and infrastructure improvements that build and strengthen Portland's park and recreation system, prized so much by local residents. These partner groups are genuinely committed to protect the commonwealth that the historic park and recreation system represents.

These friends and allied partners have demonstrated service that is transformative for parks and recreation in Portland. Public spaces and programs that thrive, rather than simply survive, are those that have active allies caring for and encouraging them. This is fundamentally Portland and PP&R is indebted to this kind of stewardship and service.

***The intent of this policy is mutual benefit for the friends/allied partner groups and its collaborative partner, Portland Parks & Recreation. There is no intent to add to the complexity and "bureaucracy" or to constrain the legal autonomy of any group; but rather the intent is to define practices; clarify values, obligations, and expectations one to the other; as well as commit to a spirit and method of collaboration and accountability. In this document, "partner" or "partnership" are used, not in their legal sense, but to reflect a shared commitment to collaboration for the mutual benefit of PP&R and the friends/allied partner groups. Nothing contained in this PP&R's Friends & Allied Partners policy is intended to create, or shall in any event or under any circumstance be construed as creating, a legal partnership or a joint venture between PP&R and any individual or organization. This policy includes input from the Parks Board, Parks Commissioner, PP&R management, PP&R staff liaisons, friends and allied partner groups, and the public at-large.***

### Policy Statement

Portland Parks & Recreation will foster and nurture friends and allied partners to increase community support and stewardship for its public spaces and recreation programs. PP&R works to reinforce and promote existing friends and allied partner groups while orienting and supporting new ones.

This policy is intended to describe the protocols and practices to engage allied partners that may be formally sanctioned by City Code (e.g., via leases, licenses, agreements), as well as those groups that are informally organized and individuals. ***There is a continuum of sophistication and capacity amongst scores of friends and allied partners that requires reasonable flexibility (at PP&R’s discretion) when administering this policy.***

This policy provides clarity and order to the breadth of groups that work with PP&R, but is especially designed for groups whose work overlaps significantly with the work of PP&R, involving considerable investment in PP&R assets, resources and services. Friends and allied partner groups that affiliate with PP&R in this kind of **ongoing working relationship**, are encouraged to sign the attached Statement of Intent and abide by this policy, regardless of whether or not the group is a legal, independent corporation

PP&R has prioritized its allied partnership efforts as a primary business model for the Bureau. Public-private partnerships build trust and commitment, expand awareness and understanding, and advance mutual goals. These partnerships can also provide much needed capital to finance PP&R programs and projects, thereby freeing public funds for other PP&R services. This Policy confirms that public-private partnerships are, in many instances, preferred as a procurement practice to achieve best value for the delivery of PP&R services or provision of park and recreation infrastructure.

Generally, the City is the sole property owner of its land and facilities/structures, with PP&R assigned stewardship and management responsibilities; therefore decisions concerning the greenspace/facility, all capital improvements, maintenance and operation of facilities and services, are the primary responsibility of PP&R. In some instances, the friends or allied partner group assumes “mutual (or co-) responsibility,” with both parties accountable for the success of the relationship and interests. In rare instances, the friends or allied partner group actually owns land or amenities.

**Mutual responsibility** for facilities, property and the partner relationship denotes a highly developed and sophisticated level of commitment, often referred to as “collaboration.” Different levels of commitment on a continuum from high commitment (and therefore higher risk) to low commitment (often lower risk) are described below:

<b>HIGH COMMITMENT – HIGH RISK</b>
<b>Collaboration</b> – Involves organizations exchanging information, altering activities, and managing/using resources ( <b>including financial resources</b> ) where appropriate. Collaborative parties <u>enhance each others’ capacity for mutual benefit and a common purpose</u> by sharing risks, responsibilities, and rewards.
<b>Coordination</b> – Involves <u>commitment to common objectives</u> through working together, altering activities, and sharing information and resources.
<b>Cooperation</b> – Involves <u>sharing/networking information</u> to improve service delivery.
<b>LOW COMMITMENT – LOW RISK</b>

*Adapted from Fylde Borough (United Kingdom) Council “Partnership Working Policy”*

Central to any successful public-private partnership initiative is the identification and allocation of risk associated with each component of the project. The desired balance to ensure best value for economic, environmental, social or cultural benefit is based on an

allocation of risk factors to the participants who are best able to manage those risks and thus minimize costs while improving performance. Partnerships must:

- Ensure PP&R services are delivered in the most effective and efficient manner
- Guarantee the best interests of the public and the community are served through an appropriate allocation of risks and returns shared by the partners
- Dedicate time for partnership development and education
- Reach joint agreements
- Recognize the other partner.

## Best Practices

**Focus on Important Needs.** If PP&R determines that a partnership is the best way to accomplish an important objective, PP&R generally will follow one of the following strategies for implementation: (a) PP&R may negotiate an agreement based on a proposal from an existing group; or (b) PP&R may seek out an existing group and propose an arrangement; or (c) PP&R may assist in the creation of a new group/partner.

**Align Shared Vision and Mission.** Develop and refine a shared vision of work to be accomplished. The vision should reflect both the broad body of work (mission) and each project or initiative to be undertaken.

**Practice Fairness and Transparency.** Provide a consistent, fair, and open review process to be followed for all initiatives.

**Negotiate a Formal Agreement.** Partnerships need formal written agreements and work plans that clearly state risks, responsibilities, mutual interests, and expectations – and define roles, responsibilities, and accountabilities for each partner.

**Document Risk Sharing.** Determine which partner is best suited to manage and mitigate each risk or responsibility.

**Ensure Good Communication.** The success of every partnership is dependent upon the structure, frequency, and quality of communication between the partners.

**Maintain an Environment of Trust.** Trust is an essential ingredient for successful partnerships and enables collaboration and contribution. Trust must, however, be coupled with accountability.

**Honor Commitments.** Partnerships require a shared commitment to each other's success.

**Network and Build Relationships.** Successful partnership efforts establish formal systems to identify people who can add value and support.

**Honor Diversity and Inclusivity.** Diverse group leadership, membership, and service recipients provide value and continuous improvement to any partnership.

**Ensure Cultural Sensitivity.** Cultural sensitivity and proficiency ensures partners have the skills to provide a park and recreation system that is relevant to people of all ages, genders, ethnicities, and cultures.

**Provide Sustainability.** Partnerships focused on sustainability ensure access to a park and recreation system for generations to come.

**Offer Competence.** Partnerships build capacity so that the private partners can take on increased responsibility over time. This allows PP&R to strengthen other important areas within the park and recreation system where friends/allied partner groups do not yet exist.

## **Spectrum of Friend & Allied Partner Functions**

**Advisory:** Provide advice and guidance to PP&R staff on a particular aspect or element of the PP&R system; may be officially endorsed by City Council or PP&R or be ad hoc.

*Agreement form: informal letter of agreement or memorandum of understanding – or, in many cases, none.*

**Advocacy:** Provide support for the park and recreation system, or an identified element of the system. Advocacy is expressed through public testimony during formal City hearings, discussions and written correspondence with key decision makers and key stakeholders, sponsorship, raising cash or in-kind contributions, and volunteering time to enhance PP&R services and amenities. The Agreement form may be non-legally binding in some cases; however, any service or improvement made on or to PP&R property by a friend or allied partner group must have a legally binding Agreement with PP&R.

*Agreement form: City ordinance, sponsorship agreement, memorandum of understanding, volunteer agreements – or, in some cases, none.*

**Shared Responsibilities for Service Provision:** Joint programming and shared results between PP&R and its partner. Partner is usually a formalized entity (non-profit, private or public) with responsibilities for enhancing or improving PP&R program operations or services. Partner provides limited financial investment beyond collection of fees or in-kind provision of goods and services compared to PP&R's financial investment. A legally binding Agreement is required in all cases where a service or improvement is made to PP&R property by a friend or allied partner group.

*Agreement form: Formal City approved and endorsed agreements, most cases requiring City Council approval – PP&R park permit, license agreement, concession agreement, PP&R friends agreement, management agreement or memorandum of understanding.*

**Independent Program Operation of Site:** Partner has a shared mission with PP&R and a demonstrated capability to invest significant financial and technical resources to almost independently operate a PP&R owned property. While the partner has to manage the site to PP&R approved policies, rules, and standards, the day-to-day operations are completed without significant PP&R involvement. Some site or building maintenance functions may remain with PP&R. A legally binding Agreement is required.

*Agreement form: Formal City approved and endorsed agreement, many cases requiring City Council approval – PP&R park permit, license agreement, concession agreement, management agreement, and real property lease.*

**Partner Finances, Builds, Operates and Maintains Facility:** Partner has shared goals and mission with PP&R and the capability to finance, build, operate, and maintain a facility to the mutual benefit of the partner, PP&R, and the community. Partner abides by PP&R policies, rules, and standards via a formal long-term agreement with limited involvement by PP&R. Capital improvements made by the partner may be transferred to PP&R at the conclusion of the agreement. A legally binding Agreement is required.

*Agreement form: Usually, a real property lease, although other agreement forms may be considered.*

## Principles, Roles & Responsibilities

### **The following items form the basis of Portland Parks & Recreation's support and obligations to allied partners and friends:**

1. VISION:
  - a. PP&R demonstrates the **value of partnership with** friends and allied partner groups through good faith communication, cooperation, and collaboration.
  - b. PP&R **dedicates staff** to the development of allied partner and friends organizations. In addition, a staff liaison shall be responsible for keeping PP&R abreast of all pertinent information and activities of the friend or allied partner group, shall attend at least one partner meeting per year, and may hold an ex-officio membership spot on the group's board. . (This is not to preclude building and expanding additional relationships between the parties, but to ensure straightforward communication with regard to the specific partnership.)
  - c. PP&R provides information on current and shifting **strategic goals**, plans, and initiatives, as well as reminders of the overall vision and mission of the park and recreation system.
  
2. PROCESS & STRUCTURE:
  - a. PP&R will take the lead on conducting a **survey** of friends and allied partners (in some form) periodically and for the purpose of identifying highest needs for technical support and assistance (e.g., materials, training, grants, outreach publications, marketing, volunteer retention, cultural competency, fundraising, etc.).
  - b. PP&R will take the lead on organizing annual Friends & Allied Partners **Forums/ Workshops** at least three times annually for partnership development and inter-group communication. Workshops will be hosted to address the top 2-3 needs identified in the surveys.
  - c. PP&R recommends and offers reasonable support toward **criminal background checking** of all employees and volunteers of the friend or allied partner group.
  - d. PP&R may decline proposed **gifts or donor recognition** from friends and allied partner groups.
  - e. PP&R may provide each friends/allied partner group with facility **emergency procedures** (the "Red Book") and provide incident reporting training as appropriate.
  - f. PP&R reserves the right to approve all **signage** on PP&R property, including gifts or donor recognition plaques or signs.
  - g. When invited, PP&R participates in an advisory capacity, in the **recruitment and/or selection process** for the executive director of friends and allied partners.
  - h. When appropriate, PP&R includes friends and allied partners in the **recruitment and/or selection process** for designated staff liaisons.
  
3. RELATIONSHIP:
  - a. PP&R makes contact with friends and allied partner groups through designated contact person (working through assigned staff liaison), to ensure **appropriate, timely, and efficient partner communications**.
  - b. PP&R strives to have timely and current **Agreements** in place with all allied partners and friends groups, and abides by all terms and conditions of same, allowing for deviations when appropriate and mutually agreed upon.
  - c. As appropriate, PP&R will offer friends and allied partner groups opportunities to participate in appropriate City sponsored **training programs** (e.g., First Aid/CPR, emergency preparedness, cultural competency, diversity development, etc.)
  - d. PP&R will allocate cash **contributions** toward specific friends' or allied partners' projects, based on its strategic priorities, as General Fund and bonds/levies allow.
  - e. PP&R shall provide **maintenance** to facilities as specified under the roles and responsibilities of the partnership agreement.

- f. PP&R will maintain a **web presence** for friends and allied partner groups and link to friends and allied partner websites, where applicable and when authorized.
- g. PP&R will provide friends and partner groups with current and updated **PP&R logo**, in electronic format desired by group.
- h. PP&R will respond to requests of support for the **grant submissions** by friends and partner groups.

**The following items form the basis of Friends' and Allied Partners' support and obligations to Portland Parks & Recreation, with the assistance from the Staff Liaison:**

1. VISION:
  - a. The **mission/purpose** of the friends or allied partners organization is associated and in harmony with the **vision – mission – principles – values – strategic initiatives** of PP&R.
  - b. Friends and allied partners **respond to and collaborate in** the development of PP&R documents, policies, and initiatives germane to the partnership.
  - c. Friends and allied partners **serve a diverse public**.
  - d. In good faith, friends and allied partners help to **advocate for the entire citywide system** of parks and recreation programs *in addition to* their special interest area (e.g., PP&R contributes to clean water, clean air, bountiful habitat, and beauty of Portland – **and** – Crystal Springs Rhododendron Garden showcases a world class, historic collection of plant material; or PP&R is a provider of high quality arts education – **and** – Multnomah Arts Center Assoc. supports the vibrancy and health of the MAC; etc.). Special interest areas will be served better overall with this approach.
2. PROCESS/STRUCTURE:
  - a. Friends and allied partners gain PP&R **approval** before altering built or green infrastructure owned or managed by PP&R. Some alterations may require formal Agreements, and may require the friend/allied partner to obtain permits or land use approvals.
  - b. Friends and allied partners may include PP&R in the **recruitment and/or selection process** for selection of the executive director for their organizations.
  - c. When invited, Friends and allied partners participate in the **recruitment and/or selection process** for the selection of the designated PP&R staff liaison.
  - d. In order to keep PP&R informed and to avoid confusion by the media and sponsors, **Media and Sponsorship plans** concerning the friend or allied partner group and activities are communicated to and coordinated (when possible) with PP&R's staff liaison.
  - e. Friends and allied partners submit (or assist staff liaison with) **regular update reports** on volunteer activity (including quarterly participant counts and hours), visitor attendance, annual approved and year-end financials (upon request), and accomplishments and fundraising (upon request), as well as share current leadership contact information.
  - f. Friends and allied partners comply with all applicable laws, and **conform to City standards** and procedures for safety, maintenance, non-discriminatory, equal employment opportunity, and public accessibility.
  - g. Friends' and allied partners can expect to receive reasonable assistance from PP&R for **criminal background checking** of employees and volunteers.
  - h. Friends and allied partners strive to have at least one representative at PP&R-sponsored Friends **Forums and Workshops**.

### 3. RELATIONSHIP:

- a. Friends and allied partners **register as a volunteer** organization with PP&R, through the Volunteer Services Coordinator.
- b. Friends and allied partners make contact with PP&R through designated PP&R staff liaison to ensure **efficient and effective partner communications** and welcome liaison to group meetings and functions. Staff liaison may refer group to another PP&R contact, for technical assistance or guidance. (This is not to preclude building and expanding additional relationships between the parties, but to ensure straightforward communication with regard to the specific partnership.)
- c. Friends and allied partners communicate with PP&R on **personnel matters** of significance, within confidentiality restraints. Each organization retains ultimate authority and responsibility for its own personnel actions.
- d. Friends and allied partners acknowledge their relationship with PP&R by including the **official PP&R logo**, which includes approved graphic, moniker, and slogan, in all print and electronic publications, presentations, signage or other materials. The following boilerplate language is used (or other language as agreed to by PP&R), where space and opportunity allows:  

***“(Friend/Allied Partner Name) partners with Portland Parks & Recreation  
(insert PP&R logo).”***

It is understood that in rare and atypical cases this obligation would be disadvantageous, and by mutual consent can be omitted.
- e. The friend’s or allied partner’s website contains a **link to the website** of Portland Parks & Recreation.
- f. Friends and allied partners strive to have timely and current standard form **Agreements** in place with PP&R, and abide by all terms and conditions of same, allowing for deviations when appropriate and mutually agreed upon.

**PP&R will partner only with friends/allied partner groups that subscribe to the above two lists of Principles, Roles, and Responsibilities; these Principles, Roles and Responsibilities will be legally binding if they are included or referenced in a signed Agreement.**

## Forming New Friends/Allied Partner Groups

As with any proposal, the first step is a full evaluation to determine whether the partnership is a PP&R priority. A public-private partnership may be pursued only after alternative methods of delivering the project have undergone careful evaluation, it has emerged as the best alternative, and it offers the best solution demonstrated through a sound business case.

## Enforcement

To demonstrate the friends’ and allied partners’ commitment to this policy, the friends/allied partner group will sign the **Statement of Intent** attached to this policy, or enter into an Agreement with PP&R incorporating this policy. It is expected that each partner will work in good faith to adhere to the Friends & Allied Partners Policy.

This policy will be reviewed periodically, but not before April 2012. If needs arise, the policy will be revised at the sole discretion of PP&R.

## **Sample models of public-private partnerships:**

Operation & Maintenance Contract (O&M)	Lease-Purchase
Design-build-Finance-Operate (DBFO)	Sponsorships
Design-Build-Maintain (DBM)	Donations
Build-Own-Operate (BOO)	Turnkey
Build-Own-Operate-Transfer (BOOT)	Tax-Exempt Lease
Buy-Build-Operate (BBO)	Sale-Leaseback
Operation License	Enhanced Use Leasing (EUL)
Lease-Develop-Operate (LDO)	Build-Develop-Operate (BDO)
Finance Only	

## **Related PP&R Policies, Procedures & Forms**

- Sponsorship Policy
- Naming Policy
- Public/Private Business Development Procedures
- Signage Policy
- Park Use Permitting Process
- Non-Park Use Permitting Process
- Community Initiated Capital Improvement Process
- Gifts for Parks Program Process

## **Appendix**

- Friends & Allied Partners Database



**Statement of Intent**  
**Portland Parks & Recreation's Friends and Allied Partners Policy**

This non-binding Statement of Intent documents that (insert organization name) will make every good faith efforts to follow Portland Parks & Recreation's (PP&R) Friends & Allied Partners Policy.

Nothing contained in this Statement of Intent or in the PP&R's Friends & Allied Partners Policy is intended to create, or shall in any event or under any circumstance be construed as creating, a legal partnership or a joint venture between PP&R and (insert organization name).

Friends and allied partner groups are encouraged to sign this Statement of Intent and abide by the referenced policy if they affiliate with PP&R in a significant and ***ongoing working relationship***; whether or not the group is a legal, incorporated, independent entity.

The individual signatory represents that s/he has been authorized to execute and deliver this Statement of Intent on behalf of (insert organization name).

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Liaison Assigned: \_\_\_\_\_