

Baltimore Green Space

A Land Trust for Community-Managed Open Space

Interim Memorandum of Understanding

I. Purpose

The purpose of this Memorandum of Understanding (MOU) among Baltimore Green Space (BGS), _____, the proposed Site Manager, & _____, the proposed Partner Organization, is to establish a partnership based on a mutual understanding and cooperation among these parties during the Baltimore Green Space application and acquisition process.

The proposed site manager and proposed community partner applied on [date] for the inclusion in Baltimore Green Space of [name of site] located at [address] in Baltimore City. Baltimore Green Space has indicated its desire to own the property to protect it as community-managed open space, and it is ready to pursue its due diligence and feasibility studies.

This is a voluntary partnership to ensure that the proposed garden will continue to be cared for and maintained in an effective manner by the proposed Site Manager and proposed Partner Organization until Baltimore Green Space is able to purchase or lease the property on behalf of these parties or notifies these parties that it is unable to purchase or lease the property.

II. Roles and Responsibilities

This MOU establishes the framework for supporting the efforts of the above-mentioned parties in preserving the site as a community-managed open space in Baltimore per the plans or goals articulated in the aforementioned application unless otherwise noted.

Focus on BGS

The responsibilities of Baltimore Green Space under this MOU are to:

1. Thoroughly review all application components and, when appropriate, conduct a respectful and thorough site visit with the site manager and a representative of the partner organization at the garden location;
2. When appropriate, thoroughly research the property in terms of ownership, land use, and environmental issues, sharing this information with the site manager and partner organization;
3. When appropriate, present all findings to the Baltimore Green Space Board for review;
4. When necessary, seek to protect the property as public community open space until such a time that either the property can be purchased or leased by Baltimore Green Space or it is determined that Baltimore Green Space is not able to purchase or lease the property;
5. Provide ongoing communication to the site manager and partner organization as appropriate; and
6. When possible, respond to issues at the property by referring the Site Manager and Partner Organization to an appropriate organization or company for any maintenance or management service for the site.

Focus on the Site Manager

The responsibilities of the BGS Site Manager are to:

1. Meet with, organize, and support others in their involvement to maintain and operate the site as a community-managed open space in the manner specified in the application to BGS. If significant changes to this original plan occur, the site manager or partner organization must contact Baltimore Green Space to review those changes.
2. Be an accountable liaison, working with BGS staff to provide updates on site issues.
3. Provide the day-to-day maintenance and management of the site by keeping the property in good, clean, and orderly condition.
4. Keep the adjoining sidewalks and planting strips between sidewalk and street clean of all trash and debris.
5. Immediately notify BGS in the event of any injury, accident, fire, or damage to or occurring on the site.
6. Not store or discharge any toxic wastes or other hazardous materials on or near the site and notify BGS immediately upon noticing any deposits or discharges of potentially toxic or hazardous wastes on or near the site.
7. Follow the Baltimore Green Space Site Guidelines.
8. Obtain written permission from BGS before making any substantial structural changes, improvements, or alterations to the site or before the addition of any domesticated animals or activities such as beekeeping so that such changes can be noted on the insurance policy maintained by BGS.
9. Refrain from building any houses, garages, or other permanent structures on the site.
 - a. NOTE: Such structures are not provided for in BGS insurance policies.
10. Refrain from installing any playground equipment.

NOTE: Such structures are not provided for in BGS insurance policies.
11. Refrain from installing any water features such as fountains or ponds.

NOTE: Such features are not provided for in BGS insurance policies.
12. Specifically maintain all park elements installed at this site including electric, irrigation, trellises, brick or masonry work, benches, grasses, plantings, shrubs and trees, etc.
13. If the site manager fails to perform the duties above, then either the site's core group of community members or the Partner Organization will recommend a new site manager.

Focus on the Partner Organization

The responsibilities of the Partner Organization under this agreement are to:

1. Support the efforts and continued development of the initiative's leader, the Site Manager, and, if necessary, work with BGS to identify and put in place future Site Managers should the existing Site Manager move away or become otherwise unavailable to maintain the site as appropriate.
2. When possible, identify and secure resources necessary to support the effective on-going maintenance of the site.
3. If available, provide access to office space, phones, internet access, meeting space, or other specific resources necessary to coordinate community engagement and ensure the success of the site as community-managed open space.

This Agreement is for one year and may be renewed by mutual agreement. If Baltimore Green Space decides not to purchase or lease the property on behalf of the site manager and

community partner, Baltimore Green Space will contact both parties and this action will make this MOU null and void.

By signing this MOU all parties agree to the above roles and responsibilities.

IV. Signatories

Proposed Site Manager

Name: _____
Sign Here: _____
Date: _____
Address 1: _____
Address 2: _____
City, ST, Zip: _____
Telephone: _____
Fax: _____
Cell: _____
e-mail: _____

Optional Assistant Site Manager

Name: _____
Sign Here: _____
Date: _____
Address 1: _____
Address 2: _____
City, ST, Zip: _____
Telephone: _____
Fax: _____
Cell: _____
e-mail: _____

The [name of organization] designates the following individual as the official point of contact for the Partner Organization in this Agreement:

Name: _____
Sign Here: _____
Date: _____
Title: _____
Organization: _____
Address 1: _____
Address 2: _____
City, ST, Zip: _____
Website: _____
Telephone: _____
Fax: _____
Cell: _____
e-mail: _____

BGS designates the following individual as the official point of contact for this Agreement:

Name:
Sign Here:
Date:
Title:
Organization: Baltimore Green Space
Address: 800 Wyman Park Drive, Suite 010, Baltimore, MD 21211
Website: baltimoregreenspace.org
Telephone: 443-695-7504
Fax: 410-448-5895
Cell: 443-695-7504
Email: bgreenspace@gmail.com

D. The site manager and partner organization provide the following names and contact information for other primary community members who will be the **site's core group** working to assist the site manager in maintaining the land as community-managed open space:

Name _____
Address _____

Phone _____
e-mail _____

Name _____
Address _____

Phone _____
e-mail _____

Name _____
Address _____

Phone _____
e-mail _____

Name _____
Address _____

Phone _____
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