

# Baltimore Green Space

A Land Trust for Community-Managed Open Space

## **Management Agreement for Community-Managed Open Space**

*Between Baltimore Green Space (BGS), [name of Site Manager], Site Manager, & [name of Partner Organization], Partner Organization*

### **I. Purpose**

This is a voluntary partnership between Baltimore Green Space (BGS), a nonprofit organization in Baltimore City; [name of Site Manager] (Site Manager); and [name of Partner Organization] (Partner Organization).

This Management Agreement sets forth the authorities, responsibilities, and procedures under which BGS, the Site Manager, and the Partner Organization will work in partnership to preserve the property located at [address of site] (the “site”) as community-managed open space. By mutual agreement of all parties there may be substitution of the Site Manager or Community Partner during the term of this agreement.

### **II. Background**

[Name of Site Manager] and [Name of Partner Organization] applied for this site to be acquired by BGS. This application was successful and on [date of acquisition], BGS came into ownership of this property with the understanding that [name of Site Manager] would become the BGS Site Manager; and [name of Community Partner] would become the BGS Partner Organization. Since the time that the application was submitted to BGS for consideration, [name of Site Manager] and [name of Community Partner] have continued to care for the site and adjacent sidewalks and planting strips.

### **III. Roles and Responsibilities**

This Management Agreement establishes the framework for supporting the continued efforts of the parties in preserving the site as a community-managed open space in Baltimore as stipulated by BGS and per the plans or goals articulated in the aforementioned application unless otherwise noted.

#### **Focus on BGS**

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

1. Hold deed to the site permanently for use as community-managed open space;
2. Ensure that all real estate taxes are paid or exempted;
3. Provide basic liability insurance;

4. Respond to requests for assistance with issues at the site to the best of our ability by referring the Site Manager and Partner Organization to an appropriate organization or company for any maintenance or management service for the site; and
5. Provide annual site monitoring and follow-up as needed.

### **Focus on the Site Manager**

The responsibilities of the 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.
2. Be an accountable liaison, working with BGS staff to provide updates on site issues, and following BGS Site Guidelines as agreed to upon the group's application or as amended from time to time by mutual agreement between BGS and the Site Manager and Partner Organization.
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. Depending upon the outcome of the environmental assessment performed before the site was acquired by Baltimore Green Space, agree to notify Baltimore Green Space of any change in use of the site and to follow best practices as outlined by Baltimore Green Space.
9. 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.
10. Refrain from building any houses, garages, or other permanent structures on the site.  
NOTE: Such structures are not provided for in BGS insurance policies.
11. Refrain from installing any playground equipment.  
NOTE: Such structures are not provided for in BGS insurance policies.
12. Provide BGS with at least two weeks advanced written notice for any events held on the site that will attract 300 or more people. Normal block club or community events such as potlucks, picnics, workdays, ceremonies, festivals, plant sales, concerts, and fairs do not require written notice unless they exceed 300 people.  
NOTE: If over 300 people will be attending, the Site Manager and/or Partner Organization are responsible for obtaining additional insurance coverage as appropriate.

- 13. Specifically maintain all park elements installed at this site including electric, irrigation, trellises, brick or masonry work, benches, grasses, plantings, shrubs and trees, etc.
- 14. If the Site Manager resigns, 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 Partner Organization are to:

- 1. Support the efforts and continued development of 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.

**IV. Administration**

A. What follows is the contact information for the individual designated as the Site Manager in this Agreement:

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, ST, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

Optional Assistant Site Manager

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, ST, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, ST, Zip: \_\_\_\_\_  
Website: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

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

Name: \_\_\_\_\_  
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 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 _____	Name _____
Address _____	Address _____
_____	_____
_____	_____
Phone _____	Phone _____
e-mail _____	e-mail _____

(continued on next page)

Name \_\_\_\_\_

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**V. Effective Date**

This Agreement will become effective upon signature by the Site Manager, the representative of Partner Organization, and the Board of BGS and shall be effective for five years and will be renewable for additional five-year terms upon review of the site at that time and express written renewal of this Agreement.

## **VI. Signatures and authorization**

By signing below, Baltimore Green Space, the Site Manager, and Partner Organization agree to the terms stated in this management agreement.

Signed by:

### **Baltimore Green Space**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

### **Site Manager**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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

### **Partner Organization**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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

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