



NeighborSpace

Community Managed Open Space
25 E. Washington Street, Suite 1670, Chicago, IL 60602
312-431-9406 p / 312-427-6251 f
www.neighbor-space.org

Memorandum of Understanding

I. Introduction

NeighborSpace is a nonprofit organization whose mission is to acquire and support the community based management of small parks, gardens, natural areas, river edges, and scenic landscapes in the City of Chicago for preservation, conservation, and educational public open space purposes.

The purpose of this Memorandum of Understanding (MOU) between **NeighborSpace**,

(COMMUNITY GARDEN LEADER name)

the proposed “COMMUNITY GARDEN LEADER” Community Partner, and

(COMMUNITY ORGANIZATION PARTNER name)

the proposed “COMMUNITY ORGANIZATION PARTNER” Community Partner, is to establish the basis for a partnership based on a mutual understanding and cooperation between these parties during the **NeighborSpace** application review process.

In this case, the above named “COMMUNITY GARDEN LEADER” Community Partner and “COMMUNITY ORGANIZATION PARTNER” Community Partner would like NeighborSpace to review the application received by **NeighborSpace** on

(date) to see if **NeighborSpace** is able to purchase or lease the property on which the

(garden name) garden is located.
The location for this property in the City of Chicago is at

This is a voluntary partnership that ensures that the proposed garden will continue to be cared for and maintained in an effective manner by the above named “COMMUNITY GARDEN LEADER” Community Partner and “COMMUNITY ORGANIZATION PARTNER” Community Partner until such a time that **NeighborSpace** is either able to purchase or lease the property on behalf of these parties or notifies these parties that **NeighborSpace** is unable to purchase or lease the property.

What follows is an articulation of the roles and responsibilities that establish the framework for supporting the efforts of the above mentioned parties in preserving the above named garden or park located at the above named address as a community managed open space.

II. Focus on NeighborSpace

The responsibilities of **NeighborSpace** under this MOU are to:

1. Thoroughly review all application components and, when appropriate, conduct a respectful and thorough site visit with the COMMUNITY GARDEN LEADER and a representative of the COMMUNITY ORGANIZATION PARTNER 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 COMMUNITY GARDEN LEADER and COMMUNITY ORGANIZATION PARTNER;
3. When appropriate, objectively and professionally present all findings to the **NeighborSpace** Board for review;
4. When possible, protect the property as public community open space until such a time that either the property can be purchased or leased by **NeighborSpace** or it is determined that NeighborSpace is not able to purchase or lease of the property;
5. Provide ongoing communication to the COMMUNITY GARDEN LEADER and COMMUNITY ORGANIZATION PARTNER as appropriate; and
6. When possible, respond to issues at the property by referring the COMMUNITY GARDEN LEADER and COMMUNITY ORGANIZATION PARTNER to an appropriate organization or company for any maintenance or management service for the land.

III. Focus on the “COMMUNITY GARDEN LEADER” Community Partner

The responsibilities of the proposed COMMUNITY GARDEN LEADER under this MOU are to:

1. Begin or continue to meet with, organize and support others in their involvement to maintain and operate the property as a community managed open space in the manner specified in the application to **NeighborSpace**.
 - a. NOTE: If significant changes to this original plan occur, the COMMUNITY GARDEN LEADER or COMMUNITY ORGANIZATION PARTNER must contact **NeighborSpace** to review those changes.
2. Be a responsible liaison, working with **NeighborSpace** staff to provide updates on property or related community issues.
3. Follow the **NeighborSpace** Site Guidelines.
4. Provide the day-to-day maintenance and management of the property by keeping it in good, clean, and orderly condition to the best of their abilities.
5. Keep the adjoining sidewalks and parkways clean of all trash and debris.
6. Immediately notify **NeighborSpace** in the event of any injury, accident, fire or damage to or occurring on the property.
7. Do not store or discharge any toxic wastes or other hazardous materials on or near the property and notify **NeighborSpace** staff immediately upon noticing any deposits or discharges of potentially toxic or hazardous wastes on or near the property.
8. Obtain written permission from **NeighborSpace** before making any substantial structural changes, improvements or alterations to the property or before the addition of any domesticated animals or activities such as beekeeping.
 - a. NOTE: Such actions may not be covered by **NeighborSpace**'s insurance policy and would negatively impact **NeighborSpace**'s ability to purchase or lease the property.

9. Refrain from building any houses, garages or other permanent structures on the property that would detract from the property's use as a community park, garden or other public open space.
 - a. NOTE: Such structures will not be covered by **NeighborSpace**'s insurance policy and would negatively impact **NeighborSpace**'s ability to purchase or lease the property.
10. Refrain from installing any playground equipment.
 - a. NOTE: Such structures will not be covered by **NeighborSpace**'s insurance policy and would negatively impact **NeighborSpace**'s ability to purchase or lease the property.
11. Refrain from installing any water features such as fountains or ponds.
 - a. NOTE: Such features will not be covered by **NeighborSpace**'s insurance policy and would negatively impact **NeighborSpace**'s ability to purchase or lease the property.

IV. Focus on the "COMMUNITY ORGANIZATION PARTNER" Community Partner

The responsibilities of the proposed COMMUNITY ORGANIZATION PARTNER under this MOU are to:

1. Begin or continue to support the efforts and continued work of the COMMUNITY GARDEN LEADER, and, if necessary, work with NeighborSpace to identify and put in place additional COMMUNITY GARDEN LEADERS should the existing COMMUNITY GARDEN LEADER move away or become otherwise unavailable to fulfill the roles and responsibilities listed above.
2. When possible, identify and secure resources necessary to support the effective on-going maintenance of the property.
3. If available, provide access to office space, phones, internet access, meeting space, or other specific resources necessary to coordinate community engagement that will ensure the success of the property as community managed open space.

This Agreement is for one year and, if necessary, will be renewed additional years upon review of the COMMUNITY GARDEN LEADER and COMMUNITY ORGANIZATION PARTNER roles and responsibilities and of the property.

If **NeighborSpace** is unable to purchase or lease this property on behalf of the COMMUNITY GARDEN LEADER and COMMUNITY ORGANIZATION PARTNER **NeighborSpace** 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.

V. Signatories

Signed by:
NeighborSpace

Signature:	_____	Date:	_____
Print:	Mary Jo Schnell	Phone:	312-431-9406
Title:	Executive Director	Fax:	312-427-6251
Address 1:	25 East Washington Street	Email:	mjschnell@neighbor-space.org
Address 2:	Suite 1670	Web site:	www.neighbor-space.org
City/ST/Zip:	Chicago, IL 60602		

“COMMUNITY GARDEN LEADER” Community Partner

Signature:	_____	Date:	_____
Print:	_____	Phone:	_____
Title:	_____	Fax:	_____
Address 1:	_____	Email:	_____
Address 2:	_____	Web site:	_____
City/ST/Zip:	_____		

“COMMUNITY ORGANIZATION PARTNER” Community Partner

Signature:	_____	Date:	_____
Print:	_____	Phone:	_____
Title:	_____	Fax:	_____
Address 1:	_____	Email:	_____
Address 2:	_____	Web site:	_____
City/ST/Zip:	_____		

VI. Other Core Group Contact Information

Please print the names and contact information for other primary community members or committee members who will be the site's core group.

Name: _____
Title (if any): _____
Group (if any): _____
Address 1: _____
Address 2: _____
City/ST/Zip: _____
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