



NeighborSpace
Community Managed Open Space

Management Agreement - SAMPLE

Between NeighborSpace (NBSP), [NAME OF SITE MANAGER], NBSP Site Manager, & [NAME OF MANAGEMENT ENTITY], NBSP Management Entity

I. Purpose

This is a voluntary partnership between NeighborSpace (NBSP), a nonprofit organization in the City of Chicago, _____(Site Manager), and the _____(Management Entity).

This Management Agreement (MA) sets forth the authorities, responsibilities and procedures under which NBSP, _____, the Site Manager, and the _____, the Management Entity, will work in partnership to preserve the property located at _____(SITE) as community managed open space.

II. Background

_____ and _____ applied for this SITE to be acquired by NBSP. This application was successful and in _____ NBSP came into ownership of this property with the understanding that _____ would become the NBSP Site Manager; and _____ would become the NBSP Management Entity.

Since the time that the application was submitted to NBSP for consideration, _____ and _____ have continued to care for the SITE and adjacent sidewalks and parkways.

III. Roles and Responsibilities

This MA establishes the framework for supporting the continued efforts of the parties in preserving the SITE as a community managed open space in Chicago as stipulated by NBSP and per the plans or goals articulated in the aforementioned application unless otherwise noted.

Focus on NBSP

The responsibilities of NeighborSpace 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 issues at the SITE by referring the Site Manager and Management Entity named in this document to an appropriate organization or company for any maintenance or management service for the SITE; and
5. Be an effective steward of the SITE as the owner of the property and in keeping with the mission of the NBSP organization.

Focus on Site Manager

The responsibilities of _____, as the NBSP Site Manager under this agreement, 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 NBSP.
 - a. NOTE: If significant changes to this original plan occur, the Site Manager or Management Entity must contact NBSP to review those changes.
2. Be an accountable liaison, working with NBSP staff to provide updates on SITE issues, and following NBSP Site Guidelines adopted by the NBSP Board of Directors as agreed to upon the group's application or as amended from time to time by mutual agreement between NBSP and the Site Manager and Management Entity.
3. Provide the day-to-day maintenance and management of the SITE by keeping the property in good, clean, and orderly condition to the best of their abilities.
4. Keep the adjoining sidewalks and parkways clean of all trash and debris.
5. Immediately notify NBSP 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 NBSP immediately upon noticing any deposits or discharges of potentially toxic or hazardous wastes on or near the SITE.
7. Obtain written permission from NBSP 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 NBSP.
8. Refrain from building any houses, garages or other permanent structures on the SITE that would detract from the SITE's use as a community park, garden or other public open space.
 - a. NOTE: Such structures are not provided for in NBSP insurance policies.
9. Refrain from installing any playground equipment.
 - a. NOTE: Such structures are not provided for in NBSP insurance policies.
10. For insurance purposes, provide NBSP 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.
 - a. NOTE: If over 300 people will be attending, the Site Manager and/or Management Entity are responsible for obtaining additional insurance coverage as appropriate.
11. Specifically maintain all park elements installed at this SITE including electric, irrigation, trellises, brick or masonry work, benches, grasses, plantings, shrubs and trees, etc.

Focus on Management Entity

The responsibilities of _____, as the NBSP Management Entity 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 NBSP 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 if 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:
Title:
Organization:
Address 1:
Address 2:
City, ST, Zip: Chicago, IL 606
Telephone:
Fax:
Cell:
Email:

- B. The _____ designates the following individual as the official point of contact for the **Management Entity** in this Agreement:

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

- C. **NBSP** designates the following individual as the official point of contact for this Agreement:

Name: Mary Jo Schnell
Title: Executive Director
Organization: NeighborSpace
Address: 25 East Washington, Suite 1670
City, ST, Zip: Chicago, IL 60602
Website: www.neighbor-space.org
Telephone: 312-431-9406
Fax: 312-427-6251
Cell: NA
Email: mjschnell@neighbor-space.org

- D. The SITE MANAGER & MANAGEMENT ENTITY 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:

Title: _____ City/ST/Zip: _____

Date: _____ Phone: _____

Email: _____ Fax: _____

Management Entity

Signature: _____ Address 1: _____

Print: _____ Address 2: _____

Title: _____ City/ST/Zip: _____

Date: _____ Phone: _____

Email: _____ Fax: _____