

MEMORANDUM OF UNDERSTANDING
Between
NETTLETON PUBLIC SCHOOLS
And
THE CITY OF JONESBORO

RE: CONSTRUCTION AND MAINTENANCE OF THE TURTLE CREEK GREENWAY SPUR

Purpose.

This Memorandum of Understanding (MOU) between the Nettleton Public Schools (NPS) and the City of Jonesboro Parks and Recreation (City) is entered for the purpose of constructing and maintaining a Turtle Creek Greenway spur connecting the Turtle Creek Greenway to the Nettleton Intermediate Center and the Nettleton Central Elementary School to provide a new safe route to school for Nettleton students.

Terms and Conditions.

NPS agrees to:

- A. Permit the City to construct on school property a spur of the Turtle Creek Greenway. The spur shall be 6 feet wide and 1,060 feet in length, running from the Turtle Creek Greenway to the Nettleton Intermediate Center and the Nettleton Central Elementary School.
- B. The trail shall be constructed as designed by NRS Engineering in the Turtle Creek Greenway plans. Any change in these plans shall be discussed with NPS.
- C. The grass area around the spur on public school property shall be maintained by NPS.
- D. Allow the City of Jonesboro to perform maintenance on the spur itself with approval from the Superintendent of NPS.
- E. Nothing in this agreement shall be construed to make NPS or its respective agents or representatives liable in situations where in it is otherwise immune from liability.

The City agrees to:

- A. Construct on school property a spur of the Turtle Creek Greenway. The spur shall be 6 feet wide and 1,060 feet in length, running from the Turtle Creek Greenway to the Nettleton Intermediate Center and the Nettleton Central Elementary School.
- B. Construct the trail as designed by NRS Engineering in the Turtle Creek Greenway Plans. The City shall discuss any changes in the plans with NPS.
- C. Consult NPS with any future plans for the spur such as landscaping or benches.
- D. Maintain the spur to the same standard as the main Greenway.
- E. Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations where in it is otherwise immune from liability.

Period Covered.

This MOU shall be in force from the time of agreement until both NPS and the City agree to dissolve the agreement.

In witness whereof, each party has caused this Memorandum of Understanding to be executed by an authorized official on the day and year set forth below by their signature.

NETTLETON PUBLIC SCHOOLS

CITY OF JONESBORO

BY:

BY:

TITLE: Superintendent

TITLE: Mayor

DATE:

DATE:

ATTEST:

CITY CLERK: