HANDLEY PARK NATURE AREA
MEMORANDUM OF UNDERSTANDING (MOU)

Between the *Town of Tyrone* and the *Southern Conservation Trust*

This Memorandum of Understanding ("MOU") is entered into as of October 1st, 2026, by and between the Town of Tyrone, Georgia ("TOWN") and the Southern Conservation Trust, a Georgia nonprofit corporation ("SCT").

1. **Purpose:** The purpose of this non-binding MOU is to establish a cooperative framework through which SCT will serve as an advocate, advisor, and community partner to the TOWN in the planning, development, and implementation of the Handley Park Nature Area ("Project").

   This collaboration reflects the shared commitment of both parties to environmental stewardship, conservation, education, and the creation of a lasting public green space for residents and visitors.

2. **Non-Binding Nature:** This MOU is intended solely to outline the cooperative intentions, roles, and expectations of the parties. It does not create legally binding obligations, financial commitments, or contractual duties. Any future binding agreements will be addressed through separate written contracts approved by both parties.

3. **Town of Tyrone Responsibilities:** The Town agrees to:

   - Provide overall project oversight and ensure compliance with applicable laws, regulations, and municipal policies.
   - Consider advisory recommendations provided by SCT.
   - Facilitative public engagement opportunities and ensure transparency throughout the Project.
   - Coordinate with relevant departments, contractors, and stakeholders.
   - Support identification of grant opportunities, partnerships, and fundraising strategies when appropriate.

4. **Southern Conservation Trust Responsibilities:** SCT agrees to:

   - Serve as an advocate for the Nature Area and its environmental, educational, and community benefits.
   - Provide technical guidance and advisory input regarding conservation practices, shared use trail development and sustainability.
   - Assist with community outreach, public education, and stakeholder engagement to promote awareness and support.

- Offer recommendations aligned with long-term ecological health, conservation values, and public use.
- Serve as a partner of grant opportunities, partnerships, and fundraising strategies.

5. **Collaboration & Communication:** The parties agree to:
    - Maintain open and regular communication regarding Project progress and opportunities.
    - Meet quarterly, as mutually agreed, to review plans and share updates.
    - Work collaboratively to ensure the Arboretum reflects community priorities and best practices in conservation and public green space design.

6. **Public Communications:** The parties may reference this collaboration in public communications. Use of logos, branding, or official statements shall require mutual approval prior to release.

7. **Funding & Resources:** This MOU does not obligate either party to provide funding. Any financial contributions, grants, or resource commitments will be defined in separate written agreements.

8. **Term & Termination:** This MOU shall become effective on the date first written above and remain in effect for three (3) years, unless modified or terminated earlier for any reason by either party upon thirty (30) days' written notice.

9. **Modification:** This MOU may be modified at any time by mutual written consent of both parties.

10. **Independent Entities:** The parties are independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship.

Signatures

TOWN OF TYRONE, GEORGIA

By: _____

Name: Eric Dial

Title: Mayor

Date:

Attest: _____

Name: Dee Baker

Title: Town Clerk

SOUTHERN CONSERVATION TRUST

By: _____

Name:

Title:

Date: