

**Memorandum of Understanding for Designation of a
“Nature Cat” Trail in Pinhook Park**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”), is entered into on this 17th day of May 2021 (the “Effective Date”), by WNIT Public Television, 300 W. Jefferson Blvd., South Bend, Indiana 46601 (hereinafter called “WNIT”), and the City of South Bend, Indiana, Venues Parks & Arts Department, by and through its Board of Park Commissioners (hereinafter collectively referred to as “the City”),

WITNESSETH that WNIT and the City, in consideration of the mutual covenants, considerations, and agreements herein contained, agree as follow:

STATEMENT OF WORK: WNIT will secure all necessary permissions from the copyright owner of “Nature Cat” to use its name, images and logo on signage to be placed along a trail in the City’s Pinhook Park (the “Park”), 2801 Riverside Drive, South Bend, Indiana 46616, providing copies of such documentation to the City. WNIT will design the content for the signage along the trail. The City will provide City content for the ten (10) Nature Cat Trail signs that are to be designed. The City will purchase the signs and install them in Park. The City will work with WNIT to generate a mutually agreed upon map of the location(s) for the signage. WNIT will actively promote the trail on its broadcast channels. WNIT and City will periodically cooperate to stage educational events for children at the trail location.

MAINTENANCE: The City agrees to provide future maintenance for the Nature Cat trail by mowing the grass around each sign and monitoring the signage. WNIT agrees that it has no ownership interest in the trail and will not perform maintenance services for the trail.

TERM AND TERMINATION OF AGREEMENT: The Term of this MOU will commence on May 17, 2021 and will continue until completion of both parties’ obligations hereunder, and then will expire of its own accord. The City reserves the right to remove any or all signs and markings in the event the City determines that having a Nature Cat Trail at the Park no longer aligns with the overall purpose and use of the City’s facilities. Either party may terminate this MOU upon providing ninety (90) days’ prior written notice to the other party.

INDEMNIFICATION: WNIT hereby agrees to defend, indemnify, and hold harmless the City, VPA, departments, officials, directors, employees, contractors and agents from any and all claims of any nature which arise from the performance by WNIT under this agreement and from all costs and attorney fees in connection therewith, excepting for claims arising solely out of the negligence of the City., VPA, departments, officials, directors, employees, contractors and agents.

NON-DISCRIMINATION: The City is committed to ensuring equality of opportunity and does not exclude, deny the benefit of, or otherwise subject any person to discrimination in any City program, service or activity on the basis of race, color, sexual orientation, national origin, sex, age or disability. WNIT agrees to comply with and to act consistently with this policy in the performance of WNIT’s duties under this MOU.

ILLEGALITY: If any provision of this MOU is found by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this MOU will not be affected thereby, and in lieu of any provision that is found to be illegal, invalid, or unenforceable, there will be added as part of this MOU a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

ENTIRE AGREEMENT: This document contains the entirety of the agreement between the parties regarding the subject matter contained herein and supersedes all prior negotiations, representations, or agreements, either written or oral.

GOVERNING LAW AND VENUE: This MOU shall be governed by the laws of the State of Indiana and venue shall be in St. Joseph County, Indiana.

COUNTERPARTS AND ELECTRONIC SIGNATURE: This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Memorandum of Understanding to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

WNIT PUBLIC TELEVISION

Signature

Printed Name and Title

Street Address

P.O. Box

City, State Zip

**CITY OF SOUTH BEND, INDIANA
BOARD OF PARK COMMISSIONERS**

Mark Neal, President

Consuela Hopkins, Vice President

Aimee Buccellato, Member

Dan Farrell, Member

ATTEST:

Eva Ennis, Clerk