

**ZIONSVILLE BOARD OF PARKS AND RECREATION AND PHEASANTS FOREVER INC
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2025 between the Zionsville Board of Parks and Recreation on behalf of the Parks Department (“Parks Board”), and Pheasants Forever Inc. (“PF&QF”), individually referred to as Party and collectively referred to as Parties.

WITNESSETH:

WHEREAS, PF&QF’s mission is to conserve pheasants, quail, and other wildlife through habitat improvements, public access, education, and conservation advocacy; and,

WHEREAS, the Parks Board owns public parkland throughout Zionsville and oversees the long range success of the Parks Department;

WHEREAS, the Zionsville Parks Department (“Parks Department”) is a department of the Town of Zionsville, Indiana, which provides parkland, cultural and recreational programming, and nature-based educational programming for the citizens of Zionsville; and, has a desire to maintain high quality park system amenities;

WHEREAS, the Parks Board and PF&QF desire to enter into this MOU to memorialize their intent to support the development and continued conservation of Carpenter Nature Preserve (“CNP”) within the Town of Zionsville park system through volunteer efforts;

NOW, THEREFORE, the Parties agree as follows:

1. For purposes of maintaining, improving, and promoting areas identified as habitat sites within CNP, the Parks Board agrees to allow PF&QF and its chapter(s) volunteers access to meet, maintain, promote, and improve designated habitat sites owned or in easement, by the Park Board, during regular park hours.
2. PF&QF may, as necessary for the success of the habitat site objectives and outcomes listed in the Carpenter Nature Preserve Master Plan Ecologic Habitat Assessment, organize volunteers to utilize hand tools for the removal of invasive plant materials, alter landscaping, plant native plantings or other stabilizing measures, and install educational and promotional signage as approved by the Superintendent of Park and Recreation (“Superintendent”) within CNP. Notification of planned volunteer activities at CNP should be provided to the Superintendent via email at least 24 hours prior when applicable. PF&QF agrees that volunteer activities may only occur on existing designated habitat sites or on improvement projects that have been approved by the Superintendent or Park Board.
3. PF&QF may provide technical and programmatic assistance to the Parks Department on initiatives related to conservation or environmental education.
4. The Parks Department will provide opportunities for PF&QF staff, with support from PF&QF chapters, to deliver conservation education content, including conservation practices

in agriculture, open space, native habitat, wildlife biology, and ecology, subject to availability and when mutually agreeable.

5. PF&QF may propose new interpretive signage alongside existing designated habitat sites or approved improvement projects. All requests for new habitat improvements sites will be presented to the Park Board for approval, and should have measurable boundaries, clear objectives, planned signage, and desired outcomes agreed upon between the Superintendent and PF&QF.
6. PF&QF may develop, advertise, and promote sponsorship and event opportunities to support PF&QF, the Park Board's CNP, or conservation. All events must be coordinated with the Superintendent and obtain a Special Use Permit from the Park Board or an approved Special Event Application through the Town's Special Event process prior to the event commencing. Fees associated with shelter reservations, Special Use Permits, or utilization of park amenities may be waived (fees for Town Special Events may still apply).
7. The Parties agree all volunteer activities associated with CNP, including but not limited to habitat site establishment, maintenance and/or removal, will not interfere with Parks Dept operations, trail maintenance, or safe pedestrian traffic. Neither the Parks Department nor the Parks Board are liable for any damages that may occur to PF&QF persons or property arising in any way from volunteer activities.
8. PF&QF agrees to collaborate on any proposed signage language or images that may join project sites and send any signage samples to the Superintendent of Parks and Recreation for comment and approval prior to fabrication. The Parties will mutually agree on the placement and location of all signage within CNP.
9. The Parks Department will ultimately be responsible for the installation and upkeep of any habitat sites, improvements, and/or signage, and PF&QF intends to recruit volunteers to support those outcomes. All volunteers should be directed to complete a volunteer application with the Parks Dept prior to service <https://www.zionsville-in.gov/609/Volunteering>.
10. The Parks Department may, at their discretion and subject to the availability of resources, provide staff, equipment, volunteers, and/or contracted labor to assist in the maintenance and upkeep of habitat sites and signage. In the unlikely event that a habitat site or signage should fall into disrepair or become unwelcoming, unsightly or dangerous, as determined by the Superintendent, the Parks Department may remediate or remove the area or sign and deny further volunteer permissions.
11. The Parties mutually release each other from any liability for damages to the respective Party's persons or property arising from or in any way related to Project Sites. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party"), including its officers, directors, employees, agents, volunteers, and representatives, from and against any and all claims, demands, causes of action, losses,

liabilities, costs, or expenses (including reasonable attorney's fees) arising out of or in connection with:

Injury to persons (including death) or damage to property resulting from the negligent or wrongful acts or omissions of the Indemnifying Party, its employees, agents, contractors, or volunteers in the course of performing activities under this Agreement; and any violation of applicable laws, regulations by the Indemnifying Party during the execution of activities.

Notwithstanding the above, each Party expressly waives any claims it may have against the other Party for losses or damages arising out of execution of activities, except to the extent such losses are caused by the gross negligence or willful misconduct of the other Party.

12. The Parties shall do all of the above in good faith, and with an earnest and eager intent to work diligently toward the mutual goal of expanded public wellbeing for the residents and wildlife of the Town of Zionsville, Boone County, and Central Indiana.

Signatures on following page

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date first set forth above.

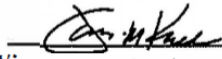
ZIONSVILLE BOARD OF PARKS
AND RECREATION

By: _____

Title: _____

Dated: _____

PHEASANTS FOREVER, INC

By:  _____
James Koerber (Oct 9, 2025 16:59:18 CDT)

Title: Assistant Secretary

Dated: 10/09/2025