

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made this 10th day of October, 2023 by and between the Town of Marshfield, a body politic and corporate existing under the laws of the Commonwealth of Massachusetts, with an address of 870 Moraine Street, Marshfield, Massachusetts, acting by its Select Board and Recreation Commission (collectively the "Town"), on the one hand, and Friends of Peter Igo Park, Inc., a nonprofit corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a principal office address of 74 Shawmut Avenue, Post Office Box 1122, Marshfield, Massachusetts 02050 (the "FOPIP").

WHEREAS the Town is the owner of the real estate off of Dyke Road and Marshall Avenue known as Peter Igo Park, a public park dedicated by the Town, as park and recreation land, on or about July 3, 1976 and containing approximately 17 acres, abutting the Green Harbor River;

WHEREAS with an appropriation of community preservation funds, as well as some privately funded efforts, in 2014, the Town substantially renovated and rehabilitated Peter Igo Park resurfacing the tennis, street hockey roller area, and basketball courts, and adding additional amenity areas including piers and docks to the Green Harbor River;

WHEREAS FOPIP have been donating their time and money to the ongoing maintenance of Peter Igo Park as well as paying for additional improvements and amenities at Peter Igo Park including adding a beach volleyball court, bocce courts, exercise equipment, extensive landscaping, two gazebos, kiddie play area, and other improvements and have been continuing to raise money to continue the maintenance and betterment of Peter Igo Park resulting in the park being recognized with awards and also additional grant funds.

WHEREAS the Town has continued to provide water, trash and utility services for the benefit of Peter Igo Park and the Town's Department of Public Works has continued to support the park by providing assistance with certain aspects of maintenance from the Town's Department of Public Works;

WHEREAS the Town also administers and authorizes the uses at Peter Igo Park through its Recreation Commission which has care and custody of Peter Igo Park since its establishment and dedication as a public park in the Town of Marshfield and FOPIP understand and agree that ultimate authority and control over Peter Igo Park will remain with the Town; and,

WHEREAS FOPIP have requested some additional financial contribution to defray some of the expenses incurred by FOPIP associated with efforts to maintain Peter Igo Park in the form of a right to request reimbursement from certain town funds derived from fees and expenses generated from permits and fees paid in connection with the use of Peter Igo Park which the Town is willing, to consider, in its discretion and subject to availability, in the sole discretion of the Town.

WHEREAS the Town is willing to consider providing discretionary funding on a case by case basis provided FOPIP adheres to certain Town requirements as to oversight, use and control over Peter Igo Park.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Town and FOPIP agree as follows:

1. FOPIP shall continue to donate during the term hereof their time, money and effort into day to day maintenance of Peter Igo Park utilizing any staff or volunteers that it chooses. Any outside entity paid for maintenance or donating time or materials shall be required to provide proof of insurance prior to performing any work. To the extent that there is any question as to maintenance practices any issues will be decided by the Recreation Commission or its director.
2. The Town will continue to pay for water, utilities and be responsible for ordinary trash removal and plow the parking areas. Trash or debris from any special events at Peter Igo Park shall be the responsibility of any person or entity conducting the events. Any special events shall require additional advance approval from the Recreation Commission and shall be performed in compliance with all local, state and federal laws and regulations. Capital improvements or extraordinary repairs will be the responsibility of the Town subject to the availability of funds and approval by the Recreation Commission or its director.
3. No changes to the layout or amenities of the Peter Igo Park shall be made by FOPIP without the advance written approval of the Recreation Commission or its director.
4. FOPIP will utilize the Recreation Department's online facility reservation system (marshfieldma.myrec.com) to request permits to run all programs such as FOPIP Volleyball and Bocce Leagues.
5. FOPIP will be charged permit fees for all fee based programs that they run: \$20.00 Per Participant/Per Season with a 15% Recreation Administrative Fee (same as all other Marshfield groups).
6. The Town agrees to place the \$20.00 Per Participant/Per Season Fee derived from Peter Igo Park uses into an account Peter Igo Park Account. The intent is that these funds will be used principally for maintenance needs at Peter Igo Park. The 15% Recreation Administrative Fee goes to the Recreation General Fund and may be used for any lawful purpose by the Town.
7. FOPIP shall maintain a \$1,000,000 insurance policy insuring its staff and volunteers against any injury or damage, including against workers' compensation injuries or damages, for any employees, and otherwise will indemnify, hold harmless and defend the Town against any injuries or damages of any type arising from or relating to its maintenance and use of the Peter Igo Park and naming the Town of Marshfield as an additional insured. A copy of the policy shall be provided to the Town.

8. Subject to availability of funds and proof of payment, FOPIP may submit paid invoices to the Recreation Department for reimbursement consideration from the Peter Igo Park Account. In no event shall reimbursements from this account cannot exceed the funds available in the account and approved payments will be made within (60) days from submission. In furtherance hereof, FOPIP shall submit a budget estimate of maintenance costs it expects to occur by March 1st.

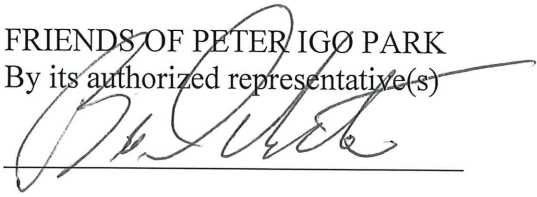
9. In addition to all fee-based programs, approved special events, fundraisers and all other non-fee based programs and events need to be requested on (marshfieldma.myrec.com) for the purpose of the online calendar being accurate for the public; however, there will not be any fee charged.

10. All facility reservation requests made on (marshfieldma.myrec.com) will be reviewed and approved upon no conflicts in a timely manner, not to exceed thirty (30) days from submission, so FOPIP, the Town and public can plan and/or staff their programs accordingly.

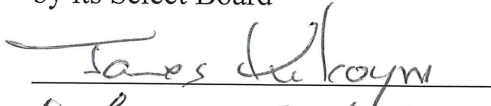
11. FOPIP are not required to send private participant information, just the number of participants registered for the FOPIP Leagues for the purpose of Recreation Department accurately calculating fees due.


12. TERM. The term of this agreement shall be November 1, 2023 until November 1, 2026 and may be renewed on an annual basis based on the mutual agreement of the parties.


FRIENDS OF PETER IGO PARK
By its authorized representative(s)




TOWN OF MARSHFIELD
by its Select Board







RECREATION COMMISSION



Signed on behalf
of Recreation Commission

