

MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY

TO: MPCBPAA
FROM: Lewie Lawrence, PAA Staff
DATE: June 5, 2023
RE: June 9th 2023 MPCBPAA Meeting

This announcement serves as notice to call a meeting of the Middle Peninsula Chesapeake Bay Public Access Authority on Friday, **June 9th 2023 at 10:30 AM** at the office of MPPDC located at 125 Bowden Street, Saluda Virginia 23149. The meeting will be directly after the LGA meeting.

MPCBPAA AGENDA June 9th, 2023

1. Call to Order
2. Approval of March 10th, 2023, Minutes
3. Approval of Financial report
 - Draft Budget Presentation
4. Public Comment
5. Captain Sinclair's Update
 - a. Public Fishing Pier Update: Project Completed and Inspected
 - b. Draft E Commerce and Retail Agreement
 - c. VHDA Housing Update
 - Discussion of Big House
 - Discussion of Pool House
 - Discussion of Tiny Houses
 - d. DCR Flood Fund- Road and Berm Funding
 - e. Knott Alone- Hold Fast Veteran Programs and Services
 - VOF Grant Application for Trail Development Awarded

MEMBERS

Essex County

Hon. Sidney Johnson

Gloucester County

Hon. Christopher A. Hutson
(Vice-Chair)

King and Queen County

Hon. Doris Morris

King William County

Mr. Percy C. Ashcraft

Mathews County

Ms. Ramona Wilson

Middlesex County

Hon. John B. Koontz, Jr.
(Treasurer)

Town of Tappahannock

Mr. Eric Pollitt

Town of Urbanna

Mr. Garth Wheeler

Town of West Point

Mr. John B. Edwards, Jr.
(Chair)

Saluda Professional Center

125 Bowden Street

P. O. Box 286

Saluda, VA 23149-0286

Phone: (804) 758-2311

FAX: (804) 758-3221

email:

PublicAccess@mppdc.com

f. Meridian Behavioral Health-RE

7. Hogg Island Restoration and other PAA Holding Status

- NFWF Grant
- NOAA Grant
- Federal Infrastructure Funds
 - NOAA and PAA Holdings
 - Land Acquisition

8. Dredging Related Items,

- a. VPA- MP Dredge Material Management & Handling Initiative
- b. Dredging Funding

9. Request to Transfer Mathews Heritage Park to Mathews County

10. Other Business: Unsolicited offer purchase PAA parcel

11. Next meeting



MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY
MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY
MINUTES
MPPDC Boardroom
March 10, 2023

MEMBERS

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Gloucester County
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(Vice-Chair)

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1. Call to Order

MPCBPAA Chair Mr. John Edwards, Town of West Point called the meeting to order at 12:00 p.m. Members and Alternates attending were: Mr. Sidney Johnson, Essex County; Ms. Vivian Seay, King and Queen County; Mr. James Knighton, Mathews County; Mr. Dave Kretz, Middlesex County; and Mr. Eric Pollitt, Town of Tappahannock.

Mr. Lewie Lawrence, Ms. Dawn Mantell, and PJ Lebel MPPDC Staff; Mr. Jeff Watkins, Shoreline Structures, LLC; and Melanie Beale, Dominion Energy. A quorum was certified as Essex, King and Queen, Mathews, and Middlesex Counties as well as the Towns of Tappahannock, and West Point were represented.

2. Approval of January 13, 2023 Minutes

MPCBPAA Chair, Mr. John Edwards called for a motion to accept the January 2023 Minutes as presented. Motion to accept the January 2023 Minutes as presented was made by Mr. Sidney Johnson; Seconded by Mr. Dave Kretz; motion carried.

3. Approval of Financial Report

In the absence of MPPDC Chief Financial Officer, Heather Modispaw, MPCBPAA Secretary, Lewie Lawrence presented the financial report. There being no questions, MPCBPAA Chair, John Edwards requested a motion to accept the Financial Report as presented. A motion to accept the Financial Report was made by Mr. Sidney Johnson; Seconded by Ms. Vivian Seay; motion carried.

4. Public Comment

No public comment.

5. Captain Sinclair's Update

a. Public Fishing Pier Update: Discussion on Cost

MPCBPAA Secretary, Lewie Lawrence reported significant progress has been made in the construction of the new 400' public fishing pier at Captain Sinclairs. Despite receiving a discount on the lumber and getting the bolts at cost, approximately \$65k is needed to complete the project. Jeff Watkins, Shoreline Structures, LLC addressed the Authority and discussed the work completed to date; permitting; projected timeline; and additional expenses. Mr. Watkins recommended building the pier as permitted for a total of \$145k. Mr. Lawrence discussed the PAA's available resources and the ability for the PAA to pay itself back with rental income and crowdsourcing funds. A motion to move forward with the project at a total cost of \$145k was made by Mr. Sidney Johnson; Seconded by Ms. Vivian Seay; motion carried.

- b. Crowd Sourcing Campaign <https://vacoastalwilds.com/pier-pressure/>
MPCBPAA Secretary, Lewie Lawrence drew the Board's attention to the white board displaying the donor box on the Virginia's Coastal Wilds website where donors can receive rewards coinciding with the level of their contribution. Examples of the reward merchandise were also on hand. The crowdsourcing campaign is set to launch with the goal of raising \$25k towards the construction of the new fishing pier at Captain Sinclairs. Mr. Lawrence will direct Consociate Media to launch the donor box on the vacoastalwilds website as soon as possible. Everyone in attendance was encouraged to donate and share the website.
- c. E Commerce I Frame and Apparel
MPCBPAA Secretary, Lewie Lawrence reported he is continuing to work with legal counsel, Sands Anderson to develop a policy that will allow the Authority to determine the types of businesses to support that will be compatible with the mission of the PAA and bring it back to the Authority for consideration.
- d. VHDA Housing Update
MPCBPAA Secretary, Lewie Lawrence reported 12 months remain to complete the 9 unit housing project with a budget of \$1M. Gloucester County has waived permitting fees and expedited the permitting process. The Health Department authorized the sharing of a single septic system between 3 houses and are now reviewing the same concept for the wells. At the Big house, as part of a service project, Dan Knott and approximately 30 other veterans demolished the second floor, and at the brick rancher, pulled up carpeting, fixed loose floor joists, and performed landscaping. A former tenant had also provided contractor services during the demolition phase in exchange for outstanding rent. The Pool house is the most complicated as it is plumbed together with the Big house and shares the same drainfield. Options are available when this portion of the project becomes the focus of attention. Once ADA compliance questions are answered, the project can be put out to bid. Mr. Lawrence will share conceptual renderings of the units with the Authority when they become available.
- e. Veteran Programs and Services
MPCBPAA Secretary, Lewie Lawrence reported Veteran Dan Knott, Knott Alone has been working on the brick rancher in preparation of housing invaluable program services for veterans. Mr. Knott is continuously submitting veterans grants to cover housing costs while also looking for projects to assist with on the property.
- VOF Grant Application for Trail Development
MPCBPAA Secretary Lewie Lawrence reported the MPPDC submitted a grant application for trail development last week and is confident the application will score very well.

6. Hogg Island Restoration: Reissue IFB. First response was technically deficient.

MPCBPAA Secretary, Lewie Lawrence reported receiving 1 response to the Hogg Island Restoration IFB and that company didn't complete the bonding sheet. Sands Anderson was contacted and asked why bonding is required. Counsel stated it was because the project is construction. After Mr. Lawrence explained the project to counsel, counsel determined the project is not construction therefore the bonding sheet is not necessary. The bonding sheet was removed and the IFB was reposted.

7. Dredging Related Items**a. VPA – MP Dredge Material Management & Handling Initiative**

MPCBPAA Secretary, Lewie Lawrence reported on behalf of the PAA, the MPPDC requested ~\$1M to purchase 1-3 parcels in proximity of the dredge projects for the management and handling of dredged materials. A region-wide disposal strategy is also included in the proposal. Mr. Lawrence will know more when the state budget is approved.

b. Dredging Funding: Conferees Working on it

MPCBPAA Secretary, Lewie Lawrence reported funds are tied up with conferees and more will be known after the state budget is approved.

8. Other Business

None

9. Next Meeting

April 14th

10. Adjournment

Motion to adjourn was made by Mr. Sidney Johnson; Seconded by Mr. Dave Kretz; Motion carried.

REVENUES

MPCBPAA		FY24 Budget	
LOCAL		\$	-
	\$ -		
STATE		\$	776,310.00
VOF GO Trailblazer Initiative	\$ 25,000.00		
GoVA Sea Grant Resilience Economy	\$ 605,310.00		
CFPF Sinclairs Road Elevation/Berm Construction	\$ 146,000.00		
	\$ -		
FEDERAL		\$	-
NFWF Hog Island Phase 1 Construction	\$ -		Accrued benefit only (\$499,999)
NOAA CZM Hogg Island 306A	\$ -		Accrued benefit only (\$432,230)
	\$ -		
PRIVATE		\$	-
PROGRAM INCOME		\$	25,300.00
Rent (Sinclair Tenant House)	\$ 12,000.00		
Rent (Sinclair Big House)	\$ -		
Rent (Lyell House)	\$ 10,800.00		
Hunting/Access Fees	\$ 2,500.00		
MISCELLANEOUS		\$	4,000.00
Interest Income (General Fund)	\$ 3,500.00		
Interest Income (Restricted Funds)	\$ 500.00		
TOTAL REVENUE		\$	805,610.00
EXPENSES			
EQUIPMENT/SUPPLIES		\$	-
CONTRACTUAL/CONSULTING		\$	782,760.00
MPPDC Staff Support - Paid by Gen Funds	\$ -		
Legal	\$ 4,000.00		
Accounting	\$ 950.00		
Audit	\$ 4,500.00		
<i>Subcontracts:</i>			
Middle Peninsula Planning District Commission	\$ 52,500.00		
Knott Alone-Hold Fast, LLC	\$ 20,000.00		
GoVA Prize Awardees	\$ 557,810.00		
Elevation/Berm Construction Contractors	\$ 143,000.00		
	\$ -		
MISCELLANEOUS		\$	12,305.00
Liability & Property Insurance	\$ 2,500.00		
Public Officials Insurance	\$ 550.00		
Flood Insurance	\$ 4,755.00		Capt Sinclair - all
Property Maintenance (Brown/Hayworth/Clay)	\$ 1,500.00		
Property Maintenance (Sinclair)	\$ 1,000.00		
Property Maintenance (Perrin)	\$ 500.00		
Property Maintenance (Lyell)	\$ 500.00		
Miscellaneous	\$ 1,000.00		
TOTAL EXPENSES		\$	795,065.00
Restricted Funds Expenses		\$	500.00
Unrestricted Expenses		\$	794,565.00
Balance (Revenue - Unrestricted Expenses)		\$	11,045.00
Restricted Funds Requirement		\$	500.00
Required Matching Funds		\$	-
Unrestricted Cash Beginning of Year (Includes \$18k Rainy Day)		\$	23,595.00
Anticipated Unrestricted Cash EOY		\$	12,550.00
Restricted Cash Beginning of Year (Clay/Hayworth Timber)		\$	54,835.00
Anticipated Restricted Cash EOY (Clay 63%/Hayworth 37%)		\$	54,335.00

Revenue and Expenditure Report by Project

000007

Middle Peninsula Chesapeake Bay Public Access Auth
 Period 7/1/2022 to 5/31/2023

Run Date: 06/02/2023
 Run Time: 4:51:17 pm
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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
30023	FY23 PAA Administration				Project Period	07/01/2022	to 06/30/2023	
Revenues								
	40000 Agency Matching Funds	0.00	0.00	10,930.00	10,930.00	10,930.00	(10,930.00)	0.0
	40200 Interest Income	300.00	0.00	164.66	4,227.03	4,227.03	(3,927.03)	1,409.0
	40202 Donations - cash	0.00	0.00	0.00	47.50	47.50	(47.50)	0.0
	40204 Taxpayer Donations from	0.00	0.00	0.00	0.95	0.95	(0.95)	0.0
	40211 Access Fees	2,750.00	0.00	338.47	2,396.95	2,396.95	353.05	87.1
	Revenues	3,050.00	0.00	11,433.13	17,602.43	17,602.43	(14,552.43)	577.1
Expenses								
	56000 Contractual-Other	0.00	0.00	171.95	171.95	171.95	(171.95)	0.0
	56001 Contractual-MPPDC	0.00	0.00	(143.48)	0.00	0.00	0.00	0.0
	56002 Audit	4,000.00	0.00	0.00	4,200.00	4,200.00	(200.00)	105.0
	56003 Accounting	1,100.00	0.00	0.00	456.00	456.00	644.00	41.4
	56004 Legal	2,500.00	0.00	0.00	1,072.00	1,072.00	1,428.00	42.8
	56008 Public Officials Insurance	550.00	0.00	0.00	0.00	0.00	550.00	0.0
	56009 General Liability Insuran	150.00	0.00	0.00	0.00	0.00	150.00	0.0
	57900 Miscellaneous Expense	0.00	0.00	35.00	546.16	546.16	(546.16)	0.0
	57999 Matching Funds	0.00	0.00	40,000.00	40,000.00	40,000.00	(40,000.00)	0.0
	Expenses	8,300.00	0.00	40,063.47	46,446.11	46,446.11	(38,146.11)	559.5
	Project Revenues:	3,050.00	0.00	11,433.13	17,602.43	17,602.43	(14,552.43)	577.1
	Project Expenses:	8,300.00	0.00	40,063.47	46,446.11	46,446.11	(38,146.11)	559.5
	Project Balance:	(5,250.00)	0.00	(28,630.34)	(28,843.68)	(28,843.68)		

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Revenue and Expenditure Report by Project

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Middle Peninsula Chesapeake Bay Public Access Auth
 Period 7/1/2022 to 5/31/2023

Run Date: 06/02/2023
 Run Time: 4:51:17 pm
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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
31006	Captain Sinclair Landing				Project Period	01/25/2002	to 01/25/2002	
Revenues								
	40020 Gloucester County	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00	100.0
	40212 Rental Income	12,000.00	0.00	0.00	0.00	0.00	12,000.00	0.0
	Revenues	<u>17,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>12,000.00</u>	<u>29.4</u>
Expenses								
	52100 Property Insurance	1,700.00	0.00	0.00	0.00	0.00	1,700.00	0.0
	52101 Facilities Maintenance	11,565.85	0.00	260.00	4,985.00	4,985.00	6,580.85	43.1
	52102 Flood Insurance	8,000.00	0.00	0.00	4,755.00	4,755.00	3,245.00	59.4
	52110 Utilities	0.00	0.00	129.27	113.61	113.61	(113.61)	0.0
	Expenses	<u>21,265.85</u>	<u>0.00</u>	<u>389.27</u>	<u>9,853.61</u>	<u>9,853.61</u>	<u>11,412.24</u>	<u>46.3</u>
	Project Revenues:	<u>17,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>12,000.00</u>	<u>29.4</u>
	Project Expenses:	<u>21,265.85</u>	<u>0.00</u>	<u>389.27</u>	<u>9,853.61</u>	<u>9,853.61</u>	<u>11,412.24</u>	<u>46.3</u>
	Project Balance:	<u>(4,265.85)</u>	<u>0.00</u>	<u>(389.27)</u>	<u>(4,853.61)</u>	<u>(4,853.61)</u>		

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Revenue and Expenditure Report by Project

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Middle Peninsula Chesapeake Bay Public Access Auth
 Period 7/1/2022 to 5/31/2023

Run Date: 06/02/2023
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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
31009	Perrin Wharf				Project Period	01/25/2002	to 01/25/2002	
Expenses								
	52101 Facilities Maintenance	0.00	0.00	0.00	100.00	100.00	(100.00)	0.0
	Expenses	0.00	0.00	0.00	100.00	100.00	(100.00)	0.0
	Project Revenues:	0.00	0.00	0.00	0.00	0.00	0.00	0.0
	Project Expenses:	0.00	0.00	0.00	100.00	100.00	(100.00)	0.0
	Project Balance:	0.00	0.00	0.00	(100.00)	(100.00)		

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Revenue and Expenditure Report by Project

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Middle Peninsula Chesapeake Bay Public Access Auth
 Period 7/1/2022 to 5/31/2023

Run Date: 06/02/2023
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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
31012	Healy Creek				Project Period	07/01/2014	to 06/30/2015	
Expenses								
	52101 Facilities Maintenance	0.00	0.00	0.00	60.00	60.00	(60.00)	0.0
	Expenses	0.00	0.00	0.00	60.00	60.00	(60.00)	0.0
	Project Revenues:	0.00	0.00	0.00	0.00	0.00	0.00	0.0
	Project Expenses:	0.00	0.00	0.00	60.00	60.00	(60.00)	0.0
	Project Balance:	0.00	0.00	0.00	(60.00)	(60.00)		

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Revenue and Expenditure Report by Project

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Middle Peninsula Chesapeake Bay Public Access Auth
 Period 7/1/2022 to 5/31/2023

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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
31021	Margaret Lyell Administration				Project Period	05/21/2021	to 06/30/2021	
Revenues								
	40201 Donations - property	151,994.35	151,994.35	0.00	0.00	151,994.35	0.00	100.0
	40212 Rental Income	10,800.00	0.00	900.00	9,900.00	9,900.00	900.00	91.6
	Revenues	162,794.35	151,994.35	900.00	9,900.00	161,894.35	900.00	99.4
Expenses								
	52100 Property Insurance	414.00	0.00	0.00	0.00	0.00	414.00	0.0
	52101 Facilities Maintenance	500.00	0.00	0.00	0.00	0.00	500.00	0.0
	52110 Utilities	0.00	0.00	0.00	385.30	385.30	(385.30)	0.0
	Expenses	914.00	0.00	0.00	385.30	385.30	528.70	42.1
	Project Revenues:	162,794.35	151,994.35	900.00	9,900.00	161,894.35	900.00	99.4
	Project Expenses:	914.00	0.00	0.00	385.30	385.30	528.70	42.1
	Project Balance:	161,880.35	151,994.35	900.00	9,514.70	161,509.05		

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Revenue and Expenditure Report by Project

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Middle Peninsula Chesapeake Bay Public Access Auth
 Period 7/1/2022 to 5/31/2023

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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
32001	Dan Kavanagh Memorial Fund				Project Period	07/01/2013	to 06/30/2015	
Revenues								
	40201 Donations - property	1,389.00	1,389.00	0.00	0.00	1,389.00	0.00	100.0
	Revenues	1,389.00	1,389.00	0.00	0.00	1,389.00	0.00	100.0
Expenses								
	56001 Contractual-MPPDC	1,389.00	0.00	0.00	1,375.68	1,375.68	13.32	99.0
	Expenses	1,389.00	0.00	0.00	1,375.68	1,375.68	13.32	99.0
	Project Revenues:	1,389.00	1,389.00	0.00	0.00	1,389.00	0.00	100.0
	Project Expenses:	1,389.00	0.00	0.00	1,375.68	1,375.68	13.32	99.0
	Project Balance:	0.00	1,389.00	0.00	(1,375.68)	13.32		

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Revenue and Expenditure Report by Project

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Middle Peninsula Chesapeake Bay Public Access Auth
 Period 7/1/2022 to 5/31/2023

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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
33400	VMRC Public Fishing Pier				Project Period	10/1/2020	to 6/30/2023	
Revenues								
	40000 Agency Matching Funds	40,000.00	0.00	40,000.00	40,000.00	40,000.00	0.00	100.0
	40108 VMRC	50,000.00	15,303.06	0.00	0.00	15,303.06	34,696.94	30.6
	40202 Donations - cash	0.00	380.00	0.00	1,580.00	1,960.00	(1,960.00)	0.0
	Revenues	90,000.00	15,683.06	40,000.00	41,580.00	57,263.06	32,736.94	63.6
Expenses								
	56001 Contractual-MPPDC	10,000.00	10,520.66	0.00	0.00	10,520.66	(520.66)	105.2
	56004 Legal	0.00	2,331.00	0.00	0.00	2,331.00	(2,331.00)	0.0
	56006 Construction	80,000.00	0.00	51,889.26	145,000.00	145,000.00	(65,000.00)	181.2
	56007 Fees & Permits	0.00	400.00	0.00	0.00	400.00	(400.00)	0.0
	56012 Contractual-Consociate I	0.00	0.00	0.00	10,000.00	10,000.00	(10,000.00)	0.0
	56014 Contractual-Balzer	0.00	2,375.00	0.00	125.00	2,500.00	(2,500.00)	0.0
	57900 Miscellaneous Expense	0.00	56.40	45.95	45.95	102.35	(102.35)	0.0
	Expenses	90,000.00	15,683.06	51,935.21	155,170.95	170,854.01	(80,854.01)	189.8
	Project Revenues:	90,000.00	15,683.06	40,000.00	41,580.00	57,263.06	32,736.94	63.6
	Project Expenses:	90,000.00	15,683.06	51,935.21	155,170.95	170,854.01	(80,854.01)	189.8
	Project Balance:	0.00	0.00	(11,935.21)	(113,590.95)	(113,590.95)		

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Revenue and Expenditure Report by Project

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Middle Peninsula Chesapeake Bay Public Access Auth
 Period 7/1/2022 to 5/31/2023

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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
33500	VLCF Tappahannock Hoskins Creek				Project Period	07/01/2021	to 06/30/2023	
Revenues								
	40113 VLCF	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.0
	40201 Donations - property	340,000.00	0.00	0.00	0.00	0.00	340,000.00	0.0
	Revenues	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.0</u>
Expenses								
	56100 Land Expenses	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.0
	57999 Matching Funds	340,000.00	0.00	0.00	0.00	0.00	340,000.00	0.0
	Expenses	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.0</u>
	Project Revenues:	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.0</u>
	Project Expenses:	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.0</u>
	Project Balance:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		

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Revenue and Expenditure Report by Project

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Middle Peninsula Chesapeake Bay Public Access Auth
 Period 7/1/2022 to 5/31/2023

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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
33600	VLCF South Garden on Severn				Project Period	07/01/2021	to 06/30/2023	
Revenues								
	40000 Agency Matching Funds	10,930.00	10,930.00	0.00	0.00	10,930.00	0.00	100.0
	40113 VLCF	312,000.00	0.00	312,000.00	312,000.00	312,000.00	0.00	100.0
	40201 Donations - property	447,070.00	0.00	447,070.00	447,070.00	447,070.00	0.00	100.0
	Revenues	770,000.00	10,930.00	759,070.00	759,070.00	770,000.00	0.00	100.0
Expenses								
	56000 Contractual-Other	8,930.00	8,930.00	0.00	0.00	8,930.00	0.00	100.0
	56004 Legal	0.00	0.00	0.00	3,513.80	3,513.80	(3,513.80)	0.0
	56005 Appraisals	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00	100.0
	56100 Land Expenses	312,000.00	0.00	0.00	0.00	0.00	312,000.00	0.0
	57999 Matching Funds	447,070.00	0.00	0.00	0.00	0.00	447,070.00	0.0
	Expenses	770,000.00	10,930.00	0.00	3,513.80	14,443.80	755,556.20	1.8
	Project Revenues:	770,000.00	10,930.00	759,070.00	759,070.00	770,000.00	0.00	100.0
	Project Expenses:	770,000.00	10,930.00	0.00	3,513.80	14,443.80	755,556.20	1.8
	Project Balance:	0.00	0.00	759,070.00	755,556.20	755,556.20		

000015

Revenue and Expenditure Report by Project

000016

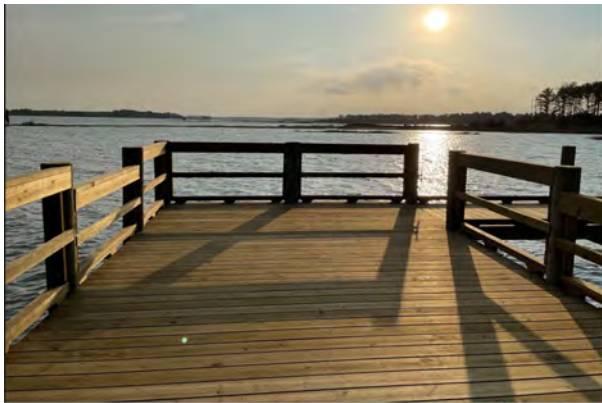
Middle Peninsula Chesapeake Bay Public Access Auth
 Period 7/1/2022 to 5/31/2023

Run Date: 06/02/2023
 Run Time: 4:51:17 pm
 Page 10 of 10

Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
33700	GoVA Sea Grant Resilience Economy				Project Period	07/01/2021	to 3/31/2024	
Revenues								
	40112 VA Sea Grant	962,500.00	218,750.00	185,940.00	185,940.00	404,690.00	557,810.00	42.0
	45100 Retained Income	0.00	(176,569.55)	0.00	176,569.55	0.00	0.00	0.0
	Revenues	<u>962,500.00</u>	<u>42,180.45</u>	<u>185,940.00</u>	<u>362,509.55</u>	<u>404,690.00</u>	<u>557,810.00</u>	<u>42.0</u>
Expenses								
	56001 Contractual-MPPDC	87,500.00	39,131.95	0.00	48,368.05	87,500.00	0.00	100.0
	56004 Legal	0.00	3,048.50	0.00	1,509.50	4,558.00	(4,558.00)	0.0
	56006 Construction	875,000.00	0.00	4,773.56	188,530.74	188,530.74	686,469.26	21.5
	Expenses	<u>962,500.00</u>	<u>42,180.45</u>	<u>4,773.56</u>	<u>238,408.29</u>	<u>280,588.74</u>	<u>681,911.26</u>	<u>29.1</u>
	Project Revenues:	<u>962,500.00</u>	<u>42,180.45</u>	<u>185,940.00</u>	<u>362,509.55</u>	<u>404,690.00</u>	<u>557,810.00</u>	<u>42.0</u>
	Project Expenses:	<u>962,500.00</u>	<u>42,180.45</u>	<u>4,773.56</u>	<u>238,408.29</u>	<u>280,588.74</u>	<u>681,911.26</u>	<u>29.1</u>
	Project Balance:	<u>0.00</u>	<u>0.00</u>	<u>181,166.44</u>	<u>124,101.26</u>	<u>124,101.26</u>		
	Report Total:			<u>900,181.62</u>	<u>740,348.24</u>			

000016

Captain Sinclair's Pier Finished/Inspected



INSPECTION WORK LOG - ONE PER PAGE DETAIL FORMAT
PRINTED ON 05/09/23

PAGE-001

PERMIT NUMBER: 22080162 9524 WHITTAKER DR GLOUCESTER
PERMIT TYPE: BUILDING BUILDING PERMIT
USAGE CLASS: COM COMMERCIAL

SPECIAL :RECONSTRUCT PUBLIC FISHING PIER: 15X29 L-HEAD
PERMIT :6'X280, 5'X120' TOE RAIL ON WALKWAY, HAND RAIL ON
CONDITIONS:L-HEAD (1:20 GRADE ON APPROACH)
AND NOTES :

PARCEL ID: 13634
LOT: BLOCK:
SUBDIVISION:
OWNER NAME: MIDDLE PENINSULA CHESAPEAKE BAY
OWNER ADDRESS: PO BOX 286

CONTRACTOR ID: C00281
CONTRACTOR NAME: WATKINS, JEFF
CONTRACTOR PHONE: (804) 815-0813

INSPECTION TYPE: COURTESY COURTESY
INSPECTION AREA:
SCHED DATE: 05/09/23 INSPECT TIME:
CONTACT INFO: JEFF WATKINS 804-815-0813
INSPECTOR: P KOLL PAUL KOLL

INSTRUCTIONS: MEET JEFF ON SITE 12:00PM
COMMENTS:

RESULTS: PASS FAIL CANCEL RE-FEE FAIL CODE: _____

NOTES: *Pier APPROVED PJ 5/9/2023*

PRIOR INSPECTION RESULTS:

COURTESY	COURTESY	05/09/23		P KOLL
FOLLOW	FOLLOW UP	02/23/23	I GC EMAILED RE RENEWAL	B RITER
FOLLOW	FOLLOW UP	08/28/23		C HUBBARD
RENEW	RENEW PERMIT	02/27/23	P	H BURCH

DRAFT VERSION #1**Middle Peninsula Chesapeake Bay Public Access Authority
E-Commerce and Retail Agreement**

This E-Commerce and Retail Agreement (this “**Agreement**”), dated as of July [], 2023 (the “**Effective Date**”), is made and entered into by and between [REDACTED] (the “**Operator**”), and **Middle Peninsula Chesapeake Bay Public Access Authority** (the “**MPCBPAA**”). Each of the Operators and the MPCBPAA are hereinafter sometimes referred to as a “**Party**” and collectively as the “**Parties.**”

Recitals

WHEREAS, the MPCBPAA owns and/or operates, or has the right to establish and or operate both an E-commerce platform and retail facilities to promote and enhance the public purpose for which the Authority was created; and

WHEREAS, the MPCBPAA owns and/or operates, or has the right to operate, all MPCBPAA Sites; and

WHEREAS, the MPCBPAA, desires to grant to the Operator (i) exclusive and nonexclusive right to operate the Regular Retail Locations and Event Retail Locations, (ii) exclusive and nonexclusive right to establish and operate an e-commerce storefront within the MPCBPAA Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](https://www.vacoastalwilds.com), and (iii) a license to use the MPCBPAA branding and imagery (as defined herein) in connection with the foregoing, all pursuant to the terms and conditions of this Agreement, for the purpose of providing merchandise services.

Agreement

NOW, THEREFORE, in reliance upon the above recitals (which are made a part of this Agreement) and in consideration of the agreements herein, the Operator and the MPCBPAA, intending to be legally bound, agree as follows:

Section 1. Definitions. Whenever used in this Agreement, capitalized terms will have the meanings set forth herein or as otherwise defined in Appendix “A” attached hereto.

Section 2. Operation of Retail Locations.

2.1 **Retail Locations.** As set forth in more detail in Section 3 below, the MPCBPAA hereby grants to the Operator the exclusive or nonexclusive right and operate the Regular Retail Locations and the Event Retail Locations during the Term (as defined herein). The Retail Locations shall be branded as “Virginia Coastal Wilds” or such other branding as may be mutually agreed upon by the Parties. The foregoing right and license grant includes the exclusive or nonexclusive right for the Operator to

(a) sell Licensed Merchandise and MPCBPAA Sourced Merchandise at the Retail Locations, and

(b) conduct any and all advertising, marketing and promotional activities related thereto; provided, however, that the foregoing right and license grant shall not prevent the MPCBPAA from allowing other advertising, marketing and promotional activities at or in the vicinity of the Retail Locations.

2.2 **E-Commerce.** The MPCBPAA may grant any business which provides a services or product that advances foreword directly or indirectly the work of the MPCBPAA as determined by the MPCBPAA Board or their designee the right to sell products or service within Virginia Coastal Wilds

website including E-Commerce platform either owned by the MPCBPAA or the operator. Applicable revenue share payment must be agreed upon by the Parties and set forth in a subsequent agreement.

2.3 General Retail Location Operations.

(a) The Operator will operate the Retail Locations in a professional manner and will be responsible for providing and obtaining all required permits, management, staffing, technology, order processing, customer service and related services necessary to operate the Retail Locations, including, but not limited to, those services specifically set forth in Section 2.3(b), all in accordance with the terms and conditions of this Agreement and in a manner designed to be, at a minimum, comparable with then prevailing industry standards for other retail operations of similar size and that sell similar merchandise. The Operator may from time to time make such changes and alterations to its operation of the Retail Locations as may be reasonably necessary for the Operator to comply with applicable laws, rules, regulations and policies of any governmental authority, licensor or other third party or any contractual obligation; provided, however, that any such changes and alterations that alter or amend any of the terms and conditions of this Agreement shall be subject to the prior written approval of the MPCBPAA.

(b) More specifically, the Operator will provide the following services to the MPCBPAA in connection with the operation of the Retail Locations:

- (i) provide personnel and merchandise sales set-ups at the Retail Locations and restrict sales activities to areas approved by the MPCBPAA;
- (ii) operate the Regular Retail Location on a day and time basis agreeable to all parties.
- (iii) manage inventory for the Retail Locations;
- (iv) provide all points of sale, merchandise, personnel, equipment, portable stands, signage, units, power sources in the form of generators (if outlets are not available), supplies, transportation, security and other items necessary to operate the Retail Locations;
- (v) design, purchase and post all sales support signage (price boards, point of sale, directional, etc.) within the Retail Locations consistent with the MPCBPAA's branding initiatives and only after receipt of approval in writing from the MPCBPAA;
- (vi) provide high quality presentations, including tents, kiosks or other semi-permanent structures, in connection with the operation of the Retail Locations, with all such locations being prepared to accept credit card forms of payment;
- (vii) provide, manage and maintain all necessary computer hardware operating systems and application systems necessary to operate the Retail Locations, including all point of sale applications adhering to payment card industry standards (i.e., PCI) compliance guidelines; and
- (viii) require all working personnel to adhere to a strict dress code (to be mutually agreed upon by the Parties) while working in the Retail Locations.

2.4 **Security.** MPCBPAA assumes no liability related to a retailer's financial transactions between customers and retail or e-commerce operation or transactions. A retail or ecommerce operator will maintain information and data security controls for security as it relates to Customer Information and applicable credit or debit card information subject to payment card industry standards that are equal to the applicable payment card industry standards imposed by the applicable payment card companies (e.g., Visa, MasterCard, American Express, etc.) with which the Operator is required to comply, and the Operator has provided the MPCBPAA a sworn affidavit to this end.

2.5 **Insurance.** Retailer shall maintain necessary insurance.

Section 3. License for Retail Locations.

3.1 License Grant.

(a) The MPCBPAA hereby grants to the Operator a license to use, access and occupy the Retail Locations during the Term, together with the right to use and access areas in and about the buildings and grounds in which the Retail Locations are located (each, a “**Building**”), that are used in common with others, such as lobbies, hallways, elevators, stairways, restrooms, delivery areas and parking areas (collectively, the “**Common Areas**”), for the sole purpose of performing its obligations under this Agreement; provided, however, that the Operator may, in certain instances and in the sole discretion of the MPCBPAA, be required to submit employee and other information in order to obtain special credentials and approvals from the MPCBPAA to access certain of the Common Areas, and the Operator shall be responsible for any and all damage or unapproved conduct committed by employees, contractors and agents of the Operator who inappropriately utilize such credentials. The Retail Locations and the Common Areas shall be used for the foregoing purposes and for no other purposes except as may be reasonably agreed upon by the Parties in writing. Without additional charge, during the Term, the Operator shall have the right to use such of the MPCBPAA’s furniture, fixtures and furnishings as may be located in the Retail Locations on the Effective Date, to be returned to the MPCBPAA at the expiration or earlier termination of the Term pursuant to the terms and conditions of this Agreement.

(b) The MPCBPAA shall provide all utilities, including electric light and power, heat, air conditioning, air exchange, water and sewer. Operator shall be responsible for recycling and trash removal services, for the Retail Locations as are necessary for the Operator to operate the Retail Locations and fulfill its obligations under this Agreement. The Operator shall keep all areas in and around the Retail Locations clean and free from trash at all times and shall be responsible for maintaining appropriate pest control services for the Retail Locations.

(c) The MPCBPAA and its employees, contractors and agents shall have the right of access to the Retail Locations and the Common Areas in order to perform the MPCBPAA’s obligations under this Agreement, or for any other purpose, twenty-four (24) hours per day, seven (7) days per week, upon not less than twelve (12) hours’ prior notice to the Operator; provided, however, that, in the event that there is an emergency, the MPCBPAA shall provide as much advance notice as is reasonable under the circumstances. The MPCBPAA shall, and shall cause its employees, contractors and agents to, make reasonable efforts to ensure that any such access does not disrupt or interfere with the Operator’s use and quiet enjoyment of the Retail Locations and the Common Areas, or the Operator’s business and operations at the Retail Locations.

3.2 **Damage and Destruction.**

(a) Throughout the Term, the Operator shall take reasonable care of the Retail Locations and the furniture, furnishings, fixtures and appurtenances therein. The Operator shall also be responsible for any costs incurred to repair any damage to the Retail Locations, other than damage from the elements, fire or other casualty to the Retail Locations, or from the negligence or intentional misconduct of the MPCBPAA, or its employees, contractors and agents. Structural repairs to the Retail Locations shall be first approved by the MPCBPAA in writing. Neither the MPCBPAA nor the Operator shall have any responsibility to the other or their respective agents, contractors, tenants or other invitees in the event of any damage to or theft or loss of any equipment or property of the other Party, and the Party incurring such damage, theft or loss shall first look to its own insurance coverage (and to any self-insured portion of the damage, theft or loss), if any, for recovery in the event of any such damage, theft or loss.

(b) If all, or a portion, of any of the Retail Locations is destroyed or damaged by fire or other casualty, the MPCBPAA shall, subject to the following provisions of this section, promptly proceed after adjustment of the insurance loss (if any) to repair such damage and restore the affected Retail Location (but not the Operator’s installed property and equipment therein) to the condition existing prior to such damage. If the time required to complete the repairs is estimated by a contractor to exceed three (3) months, then the Operator may terminate this Agreement with respect to the affected Retail Location by written notice to the MPCBPAA within ten (10) Business Days after receipt of the estimate.

3.3 **Alteration; Restoration.** No alterations may be made by the Operator to the Retail Locations without the prior written consent of the MPCBPAA. Notwithstanding the foregoing, the Operator

shall have the right to make certain non-structural alterations without the MPCBPAA's consent. Non-structural alterations can be alterations that include one or more of the following:

- (a) are not visible from the outside of the Building;
- (b) do not affect any part of the Building other than the Retail Locations or require any alterations, installations, improvements, additions or other physical changes to be performed in or made to any portion of the Building other than the Retail Locations;
- (c) do not affect any service required to be furnished by the MPCBPAA to the Operator or to any other tenant, licensee or occupant of the Building;
- (d) do not affect any Building systems or portion thereof;
- (e) have an estimated cost for labor and materials that do not exceed \$50,000 in any twelve month period during the Term; or
- (f) do not affect the certificate of occupancy for the Building or the Retail Location. In addition, the Operator may install trade fixtures, signs, furnishings and items of a decorative nature in the Retail Locations, so long as these installations are not deemed to be structural alterations, and all of which, if affixed to the premises, shall become the property of the MPCBPAA upon installation.

3.4 **Surrender.** On or before the expiration or sooner termination of this Agreement, the Operator shall remove all furniture, electronic equipment, computers and other personal property and furnishings from the Retail Locations, to the extent owned or leased by the Operator, but shall leave in place all furniture, fixtures and any furnishings owned by the MPCBPAA in substantially similar condition as such items were as of the Effective Date (subject to reasonable wear and tear and damage caused by the MPCBPAA). Further, the Operator shall vacate and surrender full and complete possession of the Retail Locations to the MPCBPAA, vacant and broom clean, in "as is" condition and state of repair, subject to reasonable wear and tear, damage by the elements, fire or other casualty (unless such damage is caused by the negligence or wrongful act of the Operator, its employees or agents) and the negligence or wrongful act of the MPCBPAA.

3.5 **Relocation.** During the Term, the MPCBPAA shall not relocate the Operator from any Regular Retail Location to other space, whether within its existing Building, or to another building located within a reasonable distance from the Building and owned and/or operated by the MPCBPAA, without the prior written consent of the Operator.

Section 4. MPCBPAA Online E-Commerce Store.

4.1 Creation of the MPCBPAA Online E-Commerce Store.

(a) MPCBPAA has created and established Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com). An Operator may develop an E-Commerce online Store for the sale of merchandise, services as well as MPCBPAA Sourced Merchandise during the Term. The MPCBPAA Online E-Commerce Store shall be delivered through a URL link on the MPCBPAA Sites and shall have a Look and Feel consistent with that of the MPCBPAA Virginia Coastal Wilds Sites as in effect from time to time (or such other design as may be mutually agreed by the Parties). The MPCBPAA Online E-Commerce Store branding shall include the applicable MPCBPAA Trademarks and other MPCBPAA branding as mutually agreed by the Parties. After the Launch Date, the MPCBPAA Online E-Commerce Store will be maintained at the applicable Designated URL.

(b) The MPCBPAA agrees that the Operator(s) will have the right, throughout the Term, to provide products and services through the inclusion of independent/individual Operator Store fronts.

(c) The MPCBPAA will comply with reasonable requirements and provide reasonable information with respect to SSL certificates, DNS and e-mail aliases applicable to the URLs for the Operators

Online E-Commerce Store.

(d) More specifically, the Operator shall ensure that the Online E-Commerce Store incorporates the following features:

- (i) Secure online shopping and payment (via credit card);
- (ii) For good or services offered for sale via the Online E-Commerce Store in excess of 10, the Operator should include a product catalog which will set forth, at a minimum, the following information, which can be updated or revised as circumstances merit: (A) name of the good, (B) an accurate description of the features of the good, (C) at least one (1) professional-quality photograph of the good, which shall be displayed at a size of at least 100 pixels by 100 pixels, (D) pricing for the good; (E) current, accurate information regarding the availability of the good (e.g., “in stock,” “out of stock,” “back-ordered,” etc.), and (F) such other information as reasonably requested by the MPCBPAA;
- (iii) when possible, a targeted search engine optimization program and paid search advertising focusing on popular search engines including, but not limited to, Yahoo, Google, Bing, etc. to generate additional Online E-Commerce Store impressions and increased sales;
- (iv) when possible, secure functionality for Customers to purchase gift cards in varying dollar amounts for merchandise, if elected by the Operator; and
- (v) such other features or functionalities as the MPCBPAA and the Operator may reasonably specify from time to time.

4.2 **Promotional Links.** Commencing on the Launch Date and continuing throughout the Term, the MPCBPAA shall establish and maintain on each of the MPCBPAA Sites a navigation “shop” tab that links directly to the Home Page (or other applicable page) of the Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com). Any links shall be in the form provided by the Operator.

4.3 **Customer Service.** The Operator shall establish one or more telephone numbers for Customers making purchases through the Online E-Commerce Store.

4.4 **Tracking and Reporting of Customers Linking to MPCBPAA Operator E-Commerce Store.** Commencing on the Launch Date and continuing throughout the Term, the Operator shall track and keep accurate records of all Customers that link to the MPCBPAA Online E-Commerce Store from the applicable MPCBPAA Site and/or place Orders through the applicable customer service telephone numbers for the Online E-Commerce Store, in each case as necessary to calculate the amounts due the MPCBPAA hereunder.

4.5 **Launch Date.** The Parties will work together in good faith and use all commercially reasonable efforts to cause the Launch Date for the Online E-Commerce Store to be as soon as commercially practicable after the Effective Date. Promptly after the Effective Date, the Parties will develop a time and responsibility schedule to launch the Online E-Commerce Store, and each Party agrees to dedicate the necessary time and resources to comply with such time and responsibility schedule.

4.6 **General Online E-Commerce Store Operations.**

(a) From and after the Launch Date, the Operator will operate and maintain their respective storefront through the Online E-Commerce Store. Each Operator will be responsible for and manage their own shopping experience.

(b) More specifically, the Operator agrees to the following conditions and will provide the following services to the MPCBPAA in connection with the operation of the Online E-Commerce Store:

- (i) the Operator shall ensure that the speed, functionality and accessibility of Operators store front operating through Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay](http://vacoastalwilds.com)

[Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com) are consistent with industry standards for high quality, reputable web hosting companies;

(ii) at the Operator's expense, the Operator is encouraged to implement and comply with a commercially reasonable disaster recovery plan with respect to their independent store front operating through the Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com)

(iii) the Operator shall, at its expense, maintain a complete and current copy of all transactions conducted through the Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com).

(iv) the operators storefront operating through the Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com) shall be publicly available to, and accessible by, Customers for a minimum of (i) ninety percent (90%) of the time during any twenty-four-hour period.

(v) the Operator shall promptly and accurately process and manage all Orders, including

(i) acceptance of Orders and payment,

(ii) procuring goods from vendors,

(iii) causing the timely provision of all services and shipment of all products ordered by each Customer and

(iv) provision of all support applicable thereto, with the Parties expressly agreeing and acknowledging that the Operator shall seek payment for each Order only directly from the Customer(s) involved in such Order, and that the MPCBPAA shall have no liability whatsoever to the Operator or to any vendor or to any Customer with respect to any Order (except with respect to Orders to which the MPCBPAA is a party in the capacity of buyer);

(vi) the Operator shall promptly and accurately process Orders to ensure that the goods so ordered shall be shipped as quickly as possible.

(vii) the Operator shall offer to Customers a full range of shipping options, including, without limitation, UPS, Federal Express, parcel post, foreign mail and Express Mail, and the Operator shall handle all aspects of effectuating such shipment, including, without limitation, weighing, labeling, coding as to type of delivery services required and delivery of items to, or arranging pickup by, carriers, all in accordance with this Agreement and generally accepted industry standards. The Operator shall be the shipper of record and, where applicable, shall issue appropriate requests for proof of delivery from delivery carriers and file all tracers and claims for non-delivery or damage;

(viii) the Operator shall update Customer accounts with, and make available to such Customers, accurate and timely information regarding the status of pending Orders, including the expected shipping date (in the case of backorders), changes in status, shipping and tracking information and the status of delivery and problems with any Order, shipment or payment;

(ix) the Operator shall provide all necessary support, including, without limitation, processing all returns of goods and applicable refunds, exchanges, replacements and credits in an expeditious manner; and

(x) the Operator shall maintain accurate books and records with respect to all Orders and each Order individually.

4.7 Product Images and Descriptions. From and after the Launch Date, the Operator will be responsible for all applicable product images and descriptions for Licensed Merchandise to be sold by the Operator or its Affiliates through Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public](http://vacoastalwilds.com)

[Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com) Notwithstanding the foregoing, within a commercially reasonable period of time prior to the Launch Date, the MPCBPAA will provide to the Operator, and the Operator and its Affiliates may use, all product images and descriptions for MPCBPAA Sourced Merchandise then in the possession or control of the MPCBPAA or its Affiliates.

4.8 **Privacy Policy.** The Operator shall be responsible for any policy for their storefront operating within Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com). The Operator will update and maintain the privacy policy for its Online E-Commerce Store to reflect the Parties' rights and obligations and as required by applicable law or to be factually accurate. Each Party will abide by the privacy policy for the Online E-Commerce Store, as may be amended from time to time by the Parties.

4.9 **Terms of Use.** The Operator shall establish and maintain the terms of use for the Online E-Commerce Store and the terms and conditions related to the transactions occurring through the Online E-Commerce Store, subject to and incorporating the specific terms and conditions set forth in this Agreement. The Operator will update and maintain the terms of use for the Online E-Commerce Store to reflect the Parties' rights and obligations and as required by applicable law or to be factually accurate. Each Party will abide by the terms of use for the Online E-Commerce Store, as may be amended from time to time.

4.10 **Customer Information.** Customer information belongs to the operator of each Online E-Commerce Store. MPCBPAA may request customer contact information for promotion and awareness, but the Operator is under no requirement to provide such.

4.11 **Security.** The Operator will maintain information and data security controls for security as it relates to Customer Information and applicable credit or debit card information subject to payment card industry standards (i.e., PCI) for each storefront operated within the Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com)

4.12 **Other Use; Other Advertising.** The Parties agree that any use by the Operator or its Affiliates of MPCBPAA Trademarks in a URL on any other Web Sites other than as contemplated by this Agreement shall subject any sales made by the Operator or its Affiliates on such Web Sites to the revenue share payment provisions set forth in Section 9.2. Additionally, the Operator shall not cause or permit any advertising by any third party or by the Operator (including, without limitation, any "pop up" or "banner" advertising) to appear in or on the Online E-Commerce Store without the prior written consent of the MPCBPAA. In the event that the Operator causes or permits any unauthorized advertising to appear in or on the Online E-Commerce Store, including, without limitation, by embedding such advertising into the source code of the Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com) or by embedding a hypertext link to non-Online E-Commerce Store materials in the source code, the Operator shall remit to the MPCBPAA, no less frequently than once per calendar quarter, one hundred percent (100%) of all revenues received by the Operator as a result of or in connection with such advertising, including, without limitation, any fees due to the Operator from any third party for placing or maintaining such advertising in or on the Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com).

Section 5. Seller of Record; Pricing; Sales Taxes. At all times during the Term, the Operator (or one of its Affiliates, as applicable) will be

- (i) the seller of record for all goods and services through the operation of the Retail Locations and the Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com)
- (ii) responsible for establishing the selling price for all such goods and services and
- (iii) responsible for determining, reporting, remitting and paying all sales and similar taxes on goods and services sold.

Section 6. Marketing and Promotions.

(a) Except as otherwise set forth herein, as the seller of record of the Licensed Merchandise and the MPCBPAA Sourced Merchandise, the Operator shall be solely responsible for all marketing and promotions with respect thereto. Operator shall take all commercially reasonable and legally permissible actions, consistent with its past practices to notify Operator of Web Sites that sell counterfeit MPCBPAA merchandise.

(b) On or before the anniversary date of each year of the Term, the Operator shall provide the MPCBPAA with a written comprehensive marketing plan to actively promote the Retail Locations and the Virginia Coastal Wilds [Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://vacoastalwilds.com). Such marketing plan should include special promotional commitments that target certain “hot market” times of the year (i.e., holidays, start of season, etc.) and proposed advertising expenditures, to include new or emerging campaigns that have been successfully implemented

(c) The Operator shall utilize only official MPCBPAA Trademarks, branding elements and MPCBPAA imagery in all advertising and promotional initiatives.

Section 7.

7.1 **MPCBPAA Sourced Merchandise.** During the Term, the Parties will review in good faith any MPCBPAA Sourced Merchandise owned or controlled by the MPCBPAA or its Affiliates to determine if any such merchandise will be made available by the Operator through the Retail Locations or the Online E-Commerce Store. To the extent that the Parties agree to make any MPCBPAA Sourced Merchandise available for sale through the Retail Locations and/or the Online E-Commerce Store the Parties will agree upon the terms and conditions pursuant to which the Operator (or one of its Affiliates) will purchase such merchandise from the MPCBPAA (or one of its Affiliates); provided, however, that the MPCBPAA agrees that it will (or will cause its Affiliates to) make such MPCBPAA Sourced Merchandise available to the Operator on terms and conditions (including price) that are no less favorable than the MPCBPAA or its Affiliates make such merchandise available to any other third party.

7.2 **Fulfillment and Returns.** The Operator will fulfill orders, as applicable, and accept returns for Licensed Merchandise and MPCBPAA Sourced Merchandise sold through the Retail Locations and/or the Online E-Commerce Store in accordance with the Operator’s standard policies and practices for other Operator customers that have e-commerce or retail location operations of similar size to that of the Online E-Commerce Store and the Retail Locations operated hereunder and that sell merchandise similar to that sold hereunder. Unless otherwise agreed upon by the Parties, at the end of each calendar quarter during the Term (but solely with respect to any MPCBPAA Sourced Merchandise that is not then currently being offered for sale by the Operator) and upon any termination or expiration of this Agreement, the MPCBPAA will repurchase from the Operator, at the Operator’s original cost, all MPCBPAA Sourced Merchandise that the Operator then has in its possession or control. The Operator will return such merchandise, at the MPCBPAA’s cost, to a destination provided by the MPCBPAA.

7.3 **Gift Certificates and Cards.** The Operator will have the non-exclusive right, but not the obligation, during the Term, to create, offer, distribute and redeem (whether offline or online) gift certificates and/or gift cards that include MPCBPAA Trademark, for use in the Retail Locations or the Online E-Commerce Store. As between the Parties, the Operator will be solely responsible for all costs and expenses associated with the creation, offer, distribution and redemption of such gift certificates and/or gift cards. For the sake of clarity, the sale of gift certificates and/or gift cards will be included in the calculation of Net Merchandise Revenue hereunder.

7.4 **Capital Expenditures.** The Operator can make capital expenditures or other improvements with respect to the regular Retail Locations during the Term, all such capital expenditures or other improvements being subject to prior written approval by the MPCBPAA. Such capital expenditures or other improvements may include merchandising, fixtures and system improvements, e.g., retail kiosks,

mobile device interfaces. Within thirty (30) days after the end of each calendar quarter during the Term, the Operator will prepare and provide to the MPCBPAA a report setting forth, in reasonable detail, a description of any such capital expenditures or other improvements made during the quarter in satisfaction of the obligations set forth in this Section.

Section 8. Liaisons; Dispute Resolution.

8.1 **Liaisons.** Each Party will designate one (1) or more specific individuals to oversee the performance of such Party's obligations under this Agreement, to serve as liaisons for communications with the other Party and to facilitate coordination of the Parties' performance of their respective obligations. Each Party's respective liaison(s) will be the other Party's primary contact(s) with respect to transactions contemplated hereunder. Each Party's liaison(s) may be subject to change from time to time by either Party upon written notice to the other Party. The liaisons will meet as frequently as may be necessary during the Term to review the implementation of this Agreement and to address applicable matters related hereto.

8.2 **Dispute Resolution.** If any dispute arises relating to either Party's rights or obligations under this Agreement, and the Parties are unable to resolve the dispute in the ordinary course of business, the MPCBPAA and the Operator will use good-faith efforts to resolve the matter in accordance with this Section 8.2. Within five (5) Business Days following the written request of either Party (which will describe the nature of the dispute and other relevant information), the Parties' liaisons assigned pursuant to Section 8.1 will meet to resolve the dispute at a mutually convenient time and place. If the liaisons are unable to resolve the dispute within three (3) Business Days following their initial meeting, such liaisons will refer the matter, to the extent unresolved, to the Parties' executives or other individuals with executive-like authority over this Agreement along with a written statement describing the nature of the dispute and other relevant information. Within five (5) Business Days following the referral of the matter to the Executive Sponsors, the Executive Sponsors will meet to resolve the dispute at a mutually convenient time and place. Additional representatives of the Parties (but not their liaisons) may be present at the meeting. If the Executive Sponsors are unable to resolve the dispute within three (3) Business Days following their initial meeting, then either Party may pursue any rights that it may have at law or in equity.

Section 9. Compensation and Expenses.

9.1 **General.** Except as expressly set forth otherwise in this Agreement, each Party will be responsible for all costs and expenses incurred by such Party in performing its obligations under this Agreement, including taxes.

9.2 **Revenue Share Payment.** Commencing on the Effective Date, subject to the MPCBPAA complying with its obligations under this Agreement, the Operator will pay to the MPCBPAA, on a calendar quarterly basis during the Term, an amount equal to _____ (____%) of the Net merchandise or service Revenue from sales during the immediately preceding calendar quarter at the Retail Locations and/or through the **Online E-Commerce Store**. The % of net sales will remain set unless MPCBPAA determine a new rate is required after the initial first year. Operators may also lease physical space under separate terms and conditions in lieu of revenue share payment.

9.3 **MPCBPAA Sourced Merchandise.** During the Term, the Operator shall have the right, but not the obligation, to accept MPCBPAA Sourced Merchandise, e.g., Virginia Coastal Wilds merchandise, from the MPCBPAA for sale of such MPCBPAA Sourced Merchandise through the Retail Locations and/or the operated storefront within Online E-Commerce. Throughout the Term, the MPCBPAA shall present to the Operator (as the Operator may request from time to time) a list of all MPCBPAA Sourced Merchandise then available for operator to sell through normal retail channels. Commencing on the Effective Date, subject to the MPCBPAA complying with its obligations under this Agreement, the Operator will pay to the MPCBPAA, on a calendar quarterly basis during the Term, an amount equal to _____ (____%) of the Net Merchandise Revenue from the sales of MPCBPAA Sourced Merchandise received by

the Operator during the immediately preceding calendar quarter at the Retail Locations and/or through the MPCBPAA Online E-Commerce Store.

9.4 Revenue Share Statement. Within thirty (30) days after the end of each calendar quarter during the Term, the Operator will prepare and provide to the MPCBPAA a report setting forth, in reasonable detail, separately for each of the Regular Retail Locations, the Event Retail Locations and individual storefronts within the Online E-Commerce Store, the revenue share payable to the MPCBPAA hereunder for the preceding calendar quarter and the basis of such calculation. The Operator shall provide written notice to the MPCBPAA in the event that any merchandise sale is booked at an amount that is less than the retail or consumer price.

9.5 Payment Instructions. Together with the report required by Section 9.4, the Operator will deliver payment to the MPCBPAA for the revenue share payment. All payments due to the MPCBPAA pursuant to this Agreement shall be made by check, payable to the MPCBPAA and remitted to the MPCBPAA's address set forth on the signature page hereto.

9.6 Payment Guarantee. Within sixty (60) days after each June 30 during each year of the Term, the Operator will calculate the actual aggregate revenue share payments paid or then payable to the MPCBPAA for the prior year.

9.7 Records and Audit Rights. During the Term, and for a period of two (2) years thereafter, the Operator will keep complete and accurate books and records sufficient to verify the amounts paid or owed under this Agreement. The Operator will, upon at least ten (10) days' prior written request by the MPCBPAA, allow the MPCBPAA, or a representative of the MPCBPAA who is reasonably acceptable to the Operator, to audit such books and records at the Operator's premises to the extent necessary to verify the amounts paid or owed pursuant to this Agreement; provided that

(a) any such audit is conducted during normal business hours and in a manner designed to not unreasonably interfere with the Operator's ordinary business operations, and

(b) each such audit may only cover the period commencing after the period covered by the last audit conducted pursuant to this Section 9.7, if any.

9.8 Reporting In addition to the report contemplated in Section 9.4, the Operator will provide the MPCBPAA with access to the reporting portal(s) that are generally made available by the Operator to its other similarly situated clients.

Section 10. Proprietary Rights.

10.1 Ownership.

(a) **MPCBPAA.** As between the Parties, the MPCBPAA reserves all right, title and interest in and to the MPCBPAA Furnished Items, along with all Intellectual Property Rights associated therewith, and no title to or ownership of any of the foregoing is transferred or, except as expressly set forth in this Agreement, licensed to the Operator or any other Person hereunder. The Operator will take, at the MPCBPAA's expense, any actions (including execution and delivery of affidavits and other documents) reasonably requested by the MPCBPAA to effect, perfect or confirm the MPCBPAA's or its designee's right, title and interest therein. Upon the expiration or earlier termination of this Agreement, the Operator will return all MPCBPAA Furnished Items to the MPCBPAA, and the Operator will have no further rights thereto.

(b) **Operator.** As between the Parties, the Operator reserves all right, title and interest in and to the Operator Furnished Items, along with all Intellectual Property Rights associated with any of the foregoing, and no title to or ownership of any of the foregoing is transferred or licensed to the MPCBPAA or any other Person hereunder. The MPCBPAA will take, at the Operator's expense, any actions (including execution and delivery of affidavits and other documents) reasonably requested by the Operator to effect,

perfect or confirm the Operator's or its designee's right, title and interest therein. Upon expiration or earlier termination of this Agreement, the MPCBPAA will return all Operator Furnished Items to the Operator, and the MPCBPAA will have no further rights thereto.

10.2 MPCBPAA Furnished Items License. The MPCBPAA hereby grants to the Operator, during the Term, a worldwide, royalty free and fully paid up, non-transferable license, free and clear of all liens and encumbrances whatsoever, to use the MPCBPAA Furnished Items, solely in connection with the performance of the Operator's obligations under this Agreement and subject to the provisions of this Agreement.

Section 11. Term and Termination.

11.1 Term. The term of this Agreement will commence on the Effective Date and end on **June 30, 2025** (as may be extended, the "**Term**"), unless earlier terminated in accordance herewith.

11.2 Termination for Breach. Without limiting any other rights or remedies (including any right to seek damages and other monetary relief) that either Party may have in law or otherwise, either Party may terminate this Agreement if the other Party fails to perform any of its obligations hereunder, provided that (a) the non-breaching Party sends written notice to the breaching Party describing in reasonable detail the breach and stating its intention to terminate this Agreement unless such breach is cured (each, a "**Breach Notice**"), and (b) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice; provided, however, that if the breaching Party has diligently attempted to cure the breach during such thirty (30) day period but has not cured the breach by the end of such thirty (30) day period, the non-breaching Party may not terminate this Agreement so long as the breaching Party continues to diligently attempt to cure the breach. More specifically with respect to the MPCBPAA:

(i) the MPCBPAA reserves the right to terminate this Agreement, subject to the cure provisions set forth above, in the event that the Operator breaches any provision of this Agreement and to assess as liquidated damages an amount equal to all amounts payable by the Operator to the MPCBPAA for that annual period of the Term, which amount may be satisfied, in whole or in part, by the Security Instrument;

(ii) the MPCBPAA reserves the right to terminate this Agreement, subject to the cure provisions set forth above, in the event that the Operator fails to achieve reasonable industry quality standards in its performance of this Agreement; and

(iii) the MPCBPAA reserves the right to terminate this Agreement, subject to the cure provisions set forth above, in the event of a failure of the Operator to provide the reports called for by Section 9.4 to the subjective satisfaction of the MPCBPAA.

11.3 MPCBPAA Termination. The MPCBPAA will be entitled to terminate this Agreement immediately upon written notice to the Operator if the Operator admits in writing its inability to pay debts as they mature, institutes or has instituted against it any bankruptcy, reorganization, debt arrangement, assignment for the benefit of creditors, or other proceeding under any bankruptcy or insolvency law or dissolution, receivership, or liquidation proceeding (and, if such proceeding is instituted against it, such proceeding is not dismissed within sixty (60) days).

11.4 Operator Termination. The Operator will be entitled to terminate this Agreement immediately upon written notice to the MPCBPAA if the MPCBPAA admits in writing its inability to pay debts as they mature, institutes or has instituted against it any bankruptcy, reorganization, debt arrangement, assignment for the benefit of creditors, or other proceeding under any bankruptcy or insolvency law or dissolution, receivership, or liquidation proceeding (and, if such proceeding is instituted against it, such proceeding is not dismissed within sixty (60) days).

11.5 Effect of Termination. Upon the expiration or earlier termination of this Agreement, each Party in receipt, possession or control of the other Party's intellectual or proprietary property, information

and materials or Confidential Information pursuant to this Agreement must return to the other Party (or at the other Party's written request, destroy) such property, information and materials. Sections 9.7, 11.5, 13.3, 13.4, 14 and 15 will survive any such expiration or termination. Notwithstanding the foregoing, the expiration or earlier termination of this Agreement will not relieve either Party from its obligation to pay any monies due to the other Party for any period, full or partial, prior to the effective date of such expiration or termination.

Section 12. Exclusivity. During the entire Term, the Operator may negotiate for exclusive retail and service use of MPCBPAA facilities under a separate agreement. The Online E-Commerce Store shall be the official online store of Virginia Coastal Wilds, and the Operator shall have the exclusive right to operate and brand an individual storefront within the [Virginia Coastal Wilds Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](http://VirginiaCoastalWilds.com) as such, pursuant to the terms and conditions of this Agreement. The Retail Locations shall be the official stores of the Virginia Coastal Wilds, and the Operator may negotiate to have the exclusive right to operate and brand the Retail Locations as such, pursuant to the terms and conditions of this Agreement. The MPCBPAA will not, directly or indirectly, offer, market or sell Licensed Merchandise to consumers on or through the Internet or brick and mortar retail locations other than pursuant to this Agreement unless agreed to in writing by both parties. This section notwithstanding, the Parties hereby acknowledge and agree that the MPCBPAA can sell advertising on any publication or Web Site that could lead consumers to sales outlets other than the Retail Locations and Online E-Commerce Store.

Section 13. Representations; Insurance; Indemnification.

13.1 **Representations.** Each Party represents and warrants to the other that:

- (a) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder and holds all licenses and permits required in connection with the performance its obligations hereunder;
- (b) its execution, delivery and performance of this Agreement, and the other Party's exercise of such other Party's rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or constitute a default under any material agreement by which it is bound;
- (c) when executed and delivered, this Agreement will constitute its legal, valid and binding obligation, enforceable against it in accordance with the terms of this Agreement; and
- (d) it will comply with all Federal, state and local laws and ordinances (including, but not limited to, immigration laws and fire and safety regulations).

13.2 **Insurance.** During the Term, as reasonably requested by the MPCBPAA from time to time, the Operator will furnish to the MPCBPAA certificates of insurance evidencing the following insurance coverage: (a) Workman's Compensation in accordance with statutory coverage required by the State of Alabama, (b) Employers Liability, Bodily Injury, \$1,000,000 each accident, and Bodily Injury by Disease, \$1,000,000 each employee, (c) Comprehensive General Liability, \$1,000,000 each occurrence, general occurrence, products completed operations aggregate, and personal and advertising injury, and (d) Commercial Automobile Liability Insurance, covering bodily injury and property damage arising from ownership, maintenance or use of any and all owned, non-owned and/or hired automobiles, Minimum Limit \$1,000,000 Combined Single Limit. Insurance coverage shall be by a company having minimum current A.M. Best rating of 'A'.

13.3 **Indemnity; Offset.** The Operator will defend, indemnify and hold harmless the MPCBPAA and its Affiliates (and their respective employees, trustees, officers, directors and representatives, and their successors in interest) from and against any and all losses, damages, judgments, costs and expenses (including reasonable attorneys' fees) arising out of any third party claim, action, suit or proceeding ("Claim"), to the extent based on the Operator's actions and performance of this Agreement, including the actions of the Operator's employees, officers, directors, agents, partners, subcontractors and other

representatives, specifically including, but not limited to, (i) any breach of the Operator's representations, warranties and/or obligations as set forth in this Agreement, (ii) infringement, product liability, personal injury or death relating to any Licensed Merchandise (other than (A) Claims related to marketing provided by the MPCBPAA or its Affiliates, or (B) Claims that the MPCBPAA Trademarks included in or on such Licensed Merchandise infringe upon a third party's Intellectual Property Rights), (iii) the Operator Furnished Items, including any infringement of any Intellectual Property Rights with respect thereto, including Claims based upon infringement, product liability, personal injury or death relating to any Licensed Merchandise owned or sourced by the Operator or its Affiliates offered, marketed and/or sold through the Retail Locations, or (iv) any failure of the Operator to comply with any applicable law, rule or regulation. The MPCBPAA may, in addition to other remedies available to it at law or in equity, and upon written notice to the Operator, retain monies from amounts due to the Operator, or may proceed against the Security Instrument furnished by the Operator to the MPCBPAA, as may be necessary to satisfy any Claim.

13.4 **Procedure.** In case any Claim is at any time brought against the MPCBPAA or its Affiliates (or any of their respective employees, officers, directors or representatives) (each an "**Indemnified Party**") and such Indemnified Party is entitled to indemnification pursuant to Section 13.3 with respect thereto, the Operator (the "**Indemnifying Party**") will defend such Claim, at the sole expense of the Indemnifying Party, using counsel selected by the Indemnifying Party but subject to the Indemnified Party's reasonable approval. If the Indemnifying Party fails to take timely action to defend such Claim after having received written notice from the Indemnified Party of such failure, the Indemnified Party may defend such Claim at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Party fully advised with respect to such Claim. The Indemnified Party will have the right to participate, at the Indemnified Party's expense, in any suit instituted against it and to select attorneys to defend it, which attorneys will be independent of any attorneys chosen by the Indemnifying Party relating to such Claim or any related claim. The Indemnified Party and the Indemnifying Party shall cooperate in all reasonable respects with the investigation, disclosure and defense of any Claim. The Indemnifying Party will not settle, compromise or otherwise enter into any agreement regarding the disposition of any Claim against the Indemnified Party without the prior written consent and approval of the Indemnified Party, unless such settlement, compromise or disposition of any Claim against the Indemnified Party

- (i) provides for a complete and unconditional release of the Indemnified Party in respect of the Claim,
- (ii) does not include a statement as to, or an admission of, fault, culpability or failure to act by or on behalf of the Indemnified Party and
- (iii) does not impose any ongoing payment obligation on the Indemnified Party.

Section 14. Disclaimers and Limitations of Liability.

14.1 **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY WAIVES AND DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT OR IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

14.2 **LIMITATION OF DAMAGES.** EXCEPT TO THE EXTENT (A) AWARDED TO A THIRD PARTY IN A JUDGMENT AGAINST WHICH A PARTY IS ENTITLED TO INDEMNIFICATION PURSUANT TO SECTION 13, OR (B) RESULTING FROM WILLFUL MISCONDUCT OR WRONGFUL TERMINATION, NEITHER PARTY WILL BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY), TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR COST OF COVER OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR

EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFIT, REPUTATION, BUSINESS OR DATA ARISING OUT OF THIS AGREEMENT.

Section 15. Miscellaneous.

15.1 **Press Releases.** Unless required by law, neither the MPCBPAA nor the Operator will make any public announcement or issue any press release concerning the transactions contemplated by this Agreement without the prior written consent of the other Party. Notwithstanding the preceding sentence, (a) commencing on the Effective Date, the Operator may reference the MPCBPAA as an entity for which the Operator has an agreement and operates an e-commerce and retail business, (b) after the initial public announcement of a specific matter or transaction has been approved in writing by the Parties, either Party's subsequent reference to that specific matter or transaction will not require another approval from the other Party and (c) each Party may make any public announcement or issue any press release that it is required by law or rule or regulation of any governmental authority or self-regulatory organization to issue, provided that such Party gives reasonable prior written notice of such announcement or press release to the other Party so that such other Party may either seek an appropriate protective order or other relief.

15.2 **Independent Contractors; Performance.** The Parties are entering into this Agreement as independent contractors, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between them. Neither Party will represent itself to be an employee or agent of the other or enter into any agreement or legally binding commitment or statement on the other's behalf of or in the other's name.

15.3 **Confidentiality.**

(a) Each Party will protect and keep confidential the Confidential Information of the other Party from misappropriation and unauthorized use or disclosure, and, at a minimum, will take precautions at least as great as those taken to protect its own Confidential Information of a similar nature. Without limiting the foregoing, the receiving Party will

(i) use such Confidential Information solely for the purposes for which it has been disclosed and

(ii) disclose such Confidential Information only to those of its employees, consultants and agents, and others who have a need to know the same, for the purpose of performing this Agreement and who are informed of and agree to a duty of nondisclosure. The receiving Party may also disclose Confidential Information of the disclosing Party to the extent necessary to comply with applicable law or legal process, provided that the receiving Party gives the disclosing Party reasonable advance written notice thereof. Upon request of the other Party, or in any event upon the expiration or earlier termination of this Agreement, each Party will return to the other all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information of the other Party; provided, however, that the receiving Party may retain copies of the disclosing Party's Confidential Information for the receiving Party's files to the extent necessary for the receiving Party to comply with legal and/or regulatory requirements. Notwithstanding the return of Confidential Information, each Party will continue to be bound by its obligations of confidentiality under this Agreement.

(b) Neither Party will disclose this Agreement or the transactions contemplated herein, or make any filing of this Agreement or other agreements relating to the transactions contemplated herein, without the prior written consent of the other, except as provided in Section 15.3(a) above, and either Party shall have the right to disclose any Confidential Information to any of its Affiliates (each under an equivalent duty of confidentiality to that set forth in this Agreement) without the other Party's consent; provided, however, that if a Party is required by applicable law or rule or regulation of any governmental authority or

self-regulatory organization, or open records requests, to provide public disclosure of this Agreement or the transactions contemplated herein, such Party will use all reasonable efforts to coordinate the disclosure with the other Party before making such disclosure of an application for confidential treatment of certain terms (which terms will be agreed upon by the Parties) of this Agreement. Each Party will provide to the other for review a copy of any proposed disclosure of this Agreement or its terms and any application for confidential treatment prior to the time any such disclosure or application is made, and the Parties will work together to mutually approve such disclosure or application.

15.4 **Force Majeure.** If either Party is unable to perform any of its obligations under this Agreement due to an event beyond the control of that Party, including natural disaster, acts of God, actions or decrees of governmental bodies, act of war, terrorism, failure or discontinuance of the Internet or failure of communications lines or networks, that Party will use commercially reasonable efforts to eliminate or minimize the effect of such events upon performance of its obligations under this Agreement and to resume performance of its obligations, but will have no liability to the other Party for failure to perform its obligations under this Agreement for so long as it is unable to do so as a result of such event.

15.5 **Notices.** Unless otherwise provided, all notices, consents or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered personally, (b) three (3) Business Days after being mailed by first class mail, postage prepaid, or (c) one (1) Business Day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the Parties at their respective addresses stated on the signature page of this Agreement. Notices may also be given by facsimile or e-mail and will be effective on the date transmitted if confirmed within twenty-four (24) hours thereafter by a signed original sent in the manner provided in the preceding sentence. Notices to the Operator will be sent to its address stated on the signature page of this Agreement to the attention of the General Counsel, with a copy sent simultaneously to the same address to the attention of its Chief Financial Officer. Notices to the MPCBPAA will be sent to its address stated on the signature page of this Agreement, with a copy sent simultaneously to its General Counsel. Either Party may change its address for notice and the address to which copies must be sent by giving notice of the new addresses to the other Party in accordance with this Section 15.5, except that any such change of address notice will not be effective unless and until received.

15.6 **Assignment.** Neither Party may assign this Agreement or any of its rights or obligations hereunder, whether voluntarily or involuntarily, without the other Party's prior written consent. Subject to the foregoing, this Agreement will be binding on and enforceable by the Parties and their respective successors and permitted assigns.

15.7 **Amendment.** This Agreement may be amended, modified or supplemented by the Parties, provided that any such amendment, modification or supplement must be in writing and signed by a duly authorized representative of each Party.

15.8 **Waiver.** No waiver by a Party with respect to this Agreement will be effective or enforceable against a Party unless in writing and signed by that Party. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by a Party, and no course of dealing between or among any of the Parties, will constitute a waiver of, or will preclude any other or further exercise of the same or any other right, power or remedy.

15.9 **Counterparts and Transmitted Copies.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original, but all of which taken together will constitute but one and the same instrument, and it will not be necessary in making proof of this Agreement to produce or account for more than one original counterpart hereof. The Parties acknowledge that Transmitted Copies (as defined below) of this Agreement will be equivalent to original documents until such time (if any) as original documents are completely executed and delivered. As used herein, "**Transmitted Copies**" means copies that are reproduced or transmitted via facsimile, e-mail or another process of complete and accurate reproduction and transmission.

15.10 **Entire Agreement.** This Agreement, together with the Exhibits to this Agreement, represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all previous oral or written communications or agreements, and all contemporaneous oral communications and agreements, between the Parties and their respective Affiliates regarding such subject matter, including, without limitation, any request for proposal or response thereto. No breach of this Agreement by either Party will affect the rights or obligations of either Party under any other agreement between the Parties.

15.11 **Severability.** If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof will not be affected thereby and will be enforceable without regard thereto.

15.12 **Choice of Law; Jurisdiction and Venue.** This Agreement shall governed by and construed in accordance the laws of the Commonwealth of Virginia applicable to contracts entered into and performed entirely within that state, without giving effect to any choice or conflict of law provision or rule that would cause application of the laws of any jurisdiction other than the Commonwealth of Virginia . Venue for any actions arising under this Agreement shall vest exclusively in court located in Gloucester County Virginia. The Operator hereby submits to the exclusive personal jurisdiction and venue of the aforementioned courts and agrees that it will not assert lack of personal jurisdiction or improper venue as a defense to any such action.

15.13 **Headings.** The headings of sections and subsections of this Agreement are for convenience of reference only and are not intended to restrict, affect or otherwise influence the interpretation or construction of any provision of this Agreement.

15.14 **References.** All words used in this Agreement will be construed to be of such number and gender as the context requires or permits. Unless a particular context clearly provides otherwise (a) the words “hereof” and “hereunder” and similar references refer to this Agreement in its entirety and not to any specific section or subsection hereof, and (b) the word “include” or “including” will mean “include, without limitation,” or “including, without limitation.”

15.15 **Construction.** The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement or any other agreements or documents delivered in connection with the transactions contemplated by this Agreement.

15.16 **Compliance With Laws.** Each Party shall comply, in all material respects, with all applicable laws and rules and regulations with respect to the performance of its obligations pursuant to this Agreement.

15.17 **Affiliates and Subcontractors.** Each Party (i) shall, to the extent that any rights granted by such Party hereunder are owned or controlled by any other Person, obtain the necessary rights to provide the other Party hereunder such rights or cause such other Person to provide such rights to the other Party hereunder, (ii) in performance of its obligations hereunder, and with prior written notice to the other Party, may utilize one or more Affiliates or subcontractors and provide such Affiliate or subcontractor with any materials or other information necessary to perform any obligation; provided that such Party shall remain liable to the other Party for the performance of such obligations, and any such Affiliate or subcontractor must agree to be bound by the terms and conditions of this Agreement, and (iii) with prior written notice to the other Party, may elect to have such Party’s rights under this Agreement exercised by such Party or by an Affiliate of such Party that is performing any related services or fulfilling any related obligation hereunder.

*

(Signatures Appear on the Following Page)

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereby execute this Agreement on the Effective Date.

OPERATOR:

MPCBPAA:

By: _____

By: _____

Name:

Name:

Title:

Title:

Address:

Address:

Telephone:

Telephone:

Facsimile:

Facsimile:

Appendix “A”

Defined Terms

“**Affiliate**” means, as to any Person, any other Person that, directly or indirectly, is controlled by, is under common control with, or controls such Person, but only as long as such control exists. For this purpose, “control” means ownership or voting rights over at least 50% of the outstanding voting or equity securities of the Person in question or the power to direct or cause the direction of management or policies of such Person, whether through voting securities, by contract, or otherwise. For the sake of clarity, in the case of the Operator, “Affiliate” shall not include any entity that is not also a subsidiary of Fanatics, Inc.

“**Business Day**” means any day which is not a Saturday, Sunday or official federal holiday in the United States.

“**Confidential Information**” means all nonpublic information relating to a Party or its Affiliates that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes (i) all nonpublic information relating to a Party’s or its Affiliates’ technology, customers, business plans, agreements, promotional and marketing activities, finances and other business affairs and (ii) all third party information that a Party or its Affiliates is obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge. Confidential Information does not include any information that (1) has become publicly available without breach of this Agreement, (2) can be shown by documentation to have been known to the receiving Party at the time of its receipt from the disclosing Party or its Affiliates, (3) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act or (4) can be shown by documentation to have been independently developed by the receiving Party without reference to any Confidential Information.

“**Customer**” means a Person who (a) purchases merchandise at a Retail Location or (b) accesses the Online E-Commerce Store in any manner, whether or not a purchase is made.

“**Customer Information**” means name, mailing address, telephone number, e-mail address and any other personally identifying information provided by or obtained through the Retail Locations and/or the Online E-Commerce Store; provided, however, that Customer Information does not include any information that either the Operator or the MPCBPAA owns or to which the Operator or the MPCBPAA has the rights and that is obtained from Customers other than through transactions contemplated under this Agreement.

“**MPCBPAA Event**” means any event sponsored, hosted by or otherwise involving or relating to the MPCBPAA and held at a location owned and/or operated by the MPCBPAA, including all MPCBPAA Sporting Events and any other special events as the MPCBPAA deems held at a location owned and/or operated by the MPCBPAA, etc.).

“**Designated URLs**” means the applicable URLs set forth on Exhibit B attached hereto (or any successor or replacement URL).

“**E-Commerce Site**” means any point of presence maintained for the purpose of E-Commerce, whether through any public data network or platform or otherwise including Web Sites References to an E-Commerce Site shall be deemed to include

(i) All electronic pages (or similar unit of information presented in any relevant data protocol) that a user reasonably would conclude are part of an integrated information or service offering related to the sale of merchandise, and

(ii) All versions or iterations of an E-Commerce Site that may be established from time to time to allow for one or more Methods of Access (e.g., the mobile version of a Web Site).

“**Event Retail Locations**” means the retail locations at the ancillary locations outlined on Exhibit A, operated before, during and/or after a MPCBPAA Event, the exact locations and hours of operations of which are to be determined by mutual agreement of the Parties, as well as such additional or different locations made a part of this Agreement during the Term by mutual agreement of the Parties. For the sake of clarity, the terms of this Agreement shall govern the use and occupancy of any such location.

“**Home Page**” means, with respect to a Web Site, the Web page designated by the operator of the Web Site as the initial and primary end user interface for the Web Site.

“**MPCBPAA Content**” means the content or information owned or controlled (e.g., by license or otherwise) by the MPCBPAA or its Affiliates, including text, graphics, photographs, video, audio and/or other data or information, and e-mail addresses provided by or on behalf of the MPCBPAA to the Operator in connection with this Agreement, the Retail Locations and/or the Online E-Commerce Store

“**MPCBPAA Furnished Items**” means the MPCBPAA Content and MPCBPAA Trademarks that are furnished by the MPCBPAA for use in connection with the activities contemplated by this Agreement. As used herein, MPCBPAA Furnished Item also includes any adaptation, modification, improvement or derivative work of any MPCBPAA Furnished Item that is developed by either Party or jointly by the Parties.

“**E-Commerce Store**” means the Web Site through which the E-Commerce store is located as operated by the Operator pursuant to this Agreement can install an electronic storefront and sell goods and services within the **Online E-Commerce Store**

“**MPCBPAA Sites**” means each Web Site owned, operated or controlled by MPCBPAA (and any successor or replacement URL or Web Site), including (as of the Effective Date) those Web Sites whose primary Home Pages are identified by the URLs set forth on Exhibit B.

“**MPCBPAA Sourced Merchandise**” merchandise provided by the MPCBPAA or its Affiliates.

“**MPCBPAA Events**” means any event which MPCBPAA coordinates and assume responsibility for.
“**MPCBPAA Trademarks**” means all Trademarks owned or controlled by the MPCBPAA or its Affiliates.

“**Intellectual Property Rights**” means any and all now known or hereafter known tangible and intangible

- (i) rights associated with works of authorship throughout the universe, including copyrights, moral rights and mask-works,
- (ii) trademark, trade dress and trade name rights and similar rights,
- (iii) trade secret rights,
- (iv) patents, designs, algorithms and other industrial property rights,
- (v) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated (including domain names, logos, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise, and
- (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“**Launch Date**” means the first date on which the Online E-Commerce and Operator storefront makes the Store publicly available to Customers under this Agreement.

“**Licensed Merchandise**” means any goods or services bearing the MPCBPAA Trademarks or otherwise designated as licensed by the MPCBPAA’s Office of Trademark Management and Licensing.

“**Look and Feel**” means the appearance, coloring, graphics, fonts, logos and other look and feel characteristics of a Web Site that are unique to the Web Site and that are consistent from page to page and that indicate a common identity of the various pages and identify such pages as forming a part of a single Web Site. 000038

“Net Merchandise Revenue” means the amount equal to all cash consideration from the sale of Licensed Merchandise and MPCBPAA Sourced Merchandise through the Retail Locations or Orders on the Online E-Commerce Store during the applicable period pursuant to this Agreement, less all taxes, shipping and handling charges, payment tender processing fees, wrapping charges, refunds and returns.

“Operator Content” means any and all content or information owned or controlled (e.g., by license or otherwise) by the Operator or its Affiliates, including text, graphics, photographs, video and audio.

“Operator Furnished Item” means any Operator Content, Trademarks or Technology that, as between the Parties, is owned or controlled (e.g., by license or otherwise) by the Operator or its Affiliates, as the case may be. As used herein, Operator Furnished Item will also include any adaptation, modification, improvement or derivative work of any Operator Furnished Item that is developed by either Party or jointly by the Parties. Notwithstanding the foregoing, Operator Furnished Items do not include any MPCBPAA Furnished Items.

“Operator Site” means the store front within [Virginia Coastal Wilds Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](#) Online E-Commerce Store the Web Site, the primary Home Page of which is identified by the URL (and any successor or replacement URL or Web Site), provided, however, that at its option but only after written notice to the MPCBPAA, the Operator has the right to substitute one or more other Operator or its Affiliates owned and controlled Web Sites, and all references to Operator Site will thereafter refer to such substitute Web Site(s).

“Order” means a completed order for Licensed Merchandise or MPCBPAA Sourced Merchandise sold by the Operator or its Affiliates and placed through the Online E-Commerce Store. For the sake of clarity, Orders placed through any of the above include orders placed via the telephone numbers for any of the above, and/or through access to any of the above via a mobile device. **“Person”** means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or governmental body.

“Regular Retail Locations” means the brick and mortar retail locations that are owned, leased or licensed by the MPCBPAA or one of its Affiliates and operated on a regular basis, as outlined on [Exhibit A](#), as well as such additional or different brick and mortar retail locations as may become owned, leased or licensed by the MPCBPAA or one of its Affiliates during the Term and made a part of this Agreement by mutual agreement of the Parties. For the sake of clarity, the terms of this Agreement shall govern the use and occupancy of any such location.

“Retail Locations” means the Regular Retail Locations and the Event Retail Locations.

“Technology” means any design, specification, data, database, process, system, method of operation, concept, software, code, template, user interface, protocol, format, technique, algorithm, method, process, device, procedure, functionality or other technology or similar item.

“Trademark” means any trademark, service mark, trade name, URL, domain name, trade dress, proprietary logo or insignia, or other source or business identifier.

“URL” means the uniform resource locator of a Web Site.

“Web Site” means any point of presence maintained on the Internet or on any other public data network. With respect to any Web Site maintained on the World Wide Web or any successor public data network, such Web Site includes all HTML pages (or similar unit of information presented in any relevant data protocol) that either

(i) are identified by the same second-level domain by the same equivalent level identifier in any relevant address scheme or

(ii) contain branding, graphics, navigation or other characteristics such that a user reasonably would conclude that the pages are part of an integrated information or service offering.

Exhibit A**Retail Locations**

A. All holding, land and buildings owned by the MPCBPAA located within the Middle Peninsula available for retail sales and services as determined by the MPCBPAA Board.

Exhibit B**Designated URLs and MPCBPAA Sites****Designated URL(s):**

[Home - Middle Peninsula Chesapeake Bay Public Access Authority \(vacoastalwilds.com\)](https://vacoastalwilds.com/) or
<https://vacoastalwilds.com/>

MPCBPAA E Commerce site (s):

<https://vacoastalwilds.com/>

Exhibit C

Security Instrument

(see attached)

DCR Flood Fund Award: Captain Sinclair's

200.00 cu yds

SoilDirect.com
Others just talk dirt. We deliver.

Length
1200 feet ▾

Width
3 feet ▾

Height
1.5 feet ▾

Calculate Volume



Backyard Berm



DRAFT VERSION #1

1 **MEMORANDUM OF UNDERSTANDING BETWEEN **KNOTT ALONE HOLD****
FAST A **ND THE MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS**
AUTHORITY

2 This Memorandum of Understanding, by and between the Middle Peninsula Chesapeake Bay
Public Access Authority (hereinafter “the Public Access Authority”), and the **Knott Alone Hold**
Fast
3 **(Hereinafter “Knott Alone”)**, and together known as the “**Organizations**,” establishes a framework
4 for a sustainable **partnership** between the Organizations in order for mutual support to continue
5 and prosper. This Memorandum of Understanding (hereinafter “Understanding”) replaces all
6 other Agreements, Memoranda of Understanding, or Contracts that may exist between the
7 Organizations.

WHEREAS, the Public Access Authority was established by the Middle Peninsula Chesapeake
Bay Public Access Authority Act as defined in the [Code of Virginia §15.2-6600-6625](#)

8 **WHEREAS**, Knott Alone were established as a non-stock (non-profit) corporation in the
9 Commonwealth of Virginia and recognized by the IRS as a 509A2 public charity Employer ID #
87-2216958 _____;

WHEREAS, the Public Access Authority’s mission is defined under § 15.2-6601. Creation;
public purpose as:

- Identify land, either owned by the Commonwealth or private holdings that can be secured for use by the general public as a public access site;
- Research and determine ownership of all identified sites;
- Determine appropriate public use levels of identified access sites;
- Develop appropriate mechanisms for transferring title of Commonwealth or private holdings to the Authority;
- Develop appropriate acquisition and site management plans for public access usage;
- Determine which holdings should be sold to advance the mission of the Authority;
- Receive and expend public funds and private donations in order to restore or create tidal wetlands within the region for which the Authority exists; provided that any tidal mitigation credits resulting from such restoration or creation projects shall be held by the Authority for the benefit and use of participating political subdivisions and shall not be sold or conveyed to any private party by the Authority or any participating political subdivision;
- Receive and expend public funds and private donations and apply for permits in order to perform dredging projects on waterways and construct facilities and infrastructure within the region for which the Authority exists. Such projects shall enhance recreational or commercial public access; and

- Perform other duties required to fulfill the mission of the Middle Peninsula Chesapeake Bay Public Access Authority.

10 **WHEREAS** Knott Alone **Hold Fast**

11 mission is

23 [Redacted]

24 [Redacted]

25 [Redacted]; and,

26 **WHEREAS**, it is in the mutual interest of the Organizations to establish a framework for a
27 productive working relationship between the Organizations.

28 **Now, therefore**, in consideration of the above, both Organizations agree to:

- 29 • Foster a strong and cooperative relationship through regular coordination of Knott Alone’
programs and services and the Public Access Authority’s land and building holdings/program,
plans, **budgets**, **resources**, events, and both parties pledge to support each other and make timely
decisions on said matters.
- 30 • Conduct all financial affairs with **transparency**.
- 31 • **Document and/or coordinate mutually agreed upon items and share helpful or pertinent**
32 **information.**
- 33 • Comply with all federal, state, and local laws and regulations.

36
37 In consideration of Knott Alone’ welcome voluntary contributions to the Site/Program (i.e.
38 services and/or donations), and Public Access Authority’s recognition of Knott Alone’
contributions, the Organizations agree as follows:

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- 41 **I. THE PUBLIC ACCESS AUTHORITY AGREES TO:**
- 42
- 43 a. Governance/Administration
- 44 i. Grant Knott Alone permission to use the name and logo of the Public Access Authority Site/Program and the Public Access Authority for uses that support the Site/Program mission, programs, and objectives. I.E. what supports one supports the other.
- 45 ii. Recognize Knott Alone as an independent entity.
- 46
- 47 b. Coordination
- 48 i. Assign a **Site/Program Liaison** to Knott Alone as the primary point of contact to coordinate, communicate, and meet regularly to discuss the plans and needs of the Site/Program and Knott Alone.
- 49
- 50
- 51 ii. Provide support for **mutually agreed upon** programs, budgets, projects, fundraising activities, and/or reports.
- 52
- 53 iii. Provide staff consulting and technical assistance for mutually agreed upon improvement programs and projects whenever possible.
- 54
- 55 iv. Assist Knott Alone with coordination with other agencies as needed.
- 56 v. Hold a regular meeting, at a minimum annually, between the Public Access Authority Board and Knot Alone to discuss matters mutually agreed upon between the Public Access Authority and Knott Alone.
- 57
- 58
- 59 c. Finances
- 60 i. Comply with the Public Access Authority's financial procedures to accept and spend donations or grants received to advance forward site/programs.
- 61 ii. **Coordinate financial reconciliation with Knott Alone and provide annual reports on Knott Alone' donations and services to the Site/Program for the Public Access Authority.**
- 62
- 63 d. Services offered to Knot Alone
- 64 i. Public Access Authority agrees to provide access to housing units and program development units for use by Knott Alone program and program participants. 1-10 residential units can be made available depending on existing lease terms, occupancy and timing. Each housing unit is available for a base rent of \$1,000 a month unless the lease agreement dictates a different rate.
- 65 ii. Waive facility fees related to Knot Alone fundraising on park property.
- 66 iii. Promote Knott Alone' presence and programs as permitted.
- 67 iv. Publicly recognize the work, contributions, services, and/or donations received directly or indirectly from Knott Alone.
- 68 v. Seek funding to support the growth of Knot Alone program and services which utilize or enhance Public Access Authority holdings, programs, services.
- vi. Provide access to Public Access Authority holdings for site improvements, training, workforce, recreational infrastructure and trail development, and other appropriate uses and projects as agreed to.

- 69 e. Ask the Public Access Authority to
70 i. Accept donations from Knott Alone for a park, program, or the Public Access
Authority support.
71 ii. Provide support, training, and networking opportunities for developing
72 potential fundraising programs.
73 iii. Provide support in researching, reviewing, and mutually developing grants
vi. Provide support for Knott Alone, their programs, and activities through the
74 Virginia Coastal Wilds website and social media.
75 v. Feature Knott Alone, their projects, accomplishments, and contributions
76 periodically in the newsletter or other media as appropriate.

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88 **II. KNOTT ALONE AGREE TO:**

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a. Governance/Administration

91 i. Register with the Internal Revenue Service (IRS) as a non-profit organization.

92 ii. Meet state and local charitable solicitation requirements if Knott Alone solicit
93 funds.94 iii. Obtain any necessary permits, licenses, special insurance, equipment, and
95 inspections for programs, activities, or events and pay associated costs
96 or fees not waived.97 iv. Authorize the Public Access Authority to use the name and logo of the
98 Knott Alone and their activities and contributions.99 v. Upon dissolution, donate any remaining funds to the Public Access Authority.
100

b. Coordination

101 i. Work with the Public Access Authority to coordinate the Site/Program and
102 plans, programs, needs, and projects.ii. Coordinate fundraising activities on Public Access Authority property with the
Public Access Authority Liaison.

103

104

c. Finances

105 i. Comply with all IRS non-profit requirements to remain in good standing; and

106 ii. Direct donation of funds for designated Site/Programs on Public Access
Authority holdings when possible
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111 **III. GENERAL PROVISIONS:**112 a. This document, along with the Special Provisions attachment, contains the entire
113 understanding between the Organizations. The Special Provisions attachment may not
114 contradict provisions in the Understanding.115 b. Knott Alone is not an agent of the Public Access Authority,
116 and is not responsible or accountable for the actions of the Public Access Authority.117 c. If, at any point, either Organization does not insist upon the others' complete
118 performance of this Understanding, then it does not deny them the right to insist upon
119 complete performance in the future.
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121
122
123

125 **IV. INSURANCE**

- 126 a. Knott Alone will consult with an insurance professional to obtain appropriate
- 127 insurance coverage (i.e. general liability and directors and officers) based on the
- 128 structure and activities which Knott Alone conducts.

131
132 **V. AMENDMENT, RENEWAL AND TERMINATION**

- 133 a. This Understanding shall be in effect annually from the date entered below.
- 134 b. Any modifications, assignments, alterations, or extensions must be in writing, signed,
- 135 and approved by both Organizations.
- 136 c. This Understanding may be terminated by either Party upon 30 days written notice
- 137 and all Knot Alone property will be removed from the Site/Program unless mutually
- 138 agreed upon.
- 139 d. All notices relating to this Understanding shall be in writing and sent by certified mail
- 140 to the Organizations at the following addresses:

144
145 **Knott Alone:** _____,

146
147 Public Access Authority: PO Box 286 Saluda VA 23149

148
149 IN WITNESS, WHEREOF, the Organizations enter into this Understanding on _____.

150		
151	Knott Alone	PUBLIC ACCESS AUTHORITY
152	By: _____	By: _____
153	Title: _____	Title: <u>Public Access Authority Executive</u>
		<u>Director</u>
154	Date: _____	Date: _____
155		
156		By: _____
157		Title: <u>Site/Program Liaison and/or Site Manager</u>
158		Date: _____

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161 Attachment to

162 **MEMORANDUM OF UNDERSTANDING BETWEEN KNOTT ALONE OF**
163 **_____ AND THE PUBLIC ACCESS AUTHORITY**

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165 **V. SPECIAL PROVISIONS**

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167 **Examples** of what Knott Alone might want to include in the Special Provisions:

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182 Staff position _____ has been assigned as the Site/Program Liaison.

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188 IN WITNESS, WHEREOF, the Organizations enter into this Understanding this ____ day of
189 _____, 2023.

190

191 Knott Alone
192 By: _____

PUBLIC ACCESS AUTHORITY
By: _____

193 Title: _____

Title: Public Access Authority

194 Date: _____

Executive Director Date: _____

195

196 By: _____

197 Title: Site/Program Liaison and/or Site Manager

198 Date: _____