



Memorandum of Understanding

MarinLink, Inc. (herein after referred to as "MarinLink") is a California nonprofit public benefit corporation located at 5800 Northgate Mall, Suite 250, San Rafael, CA 94903, qualified as exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code as amended (EIN 20-0879422).

MarinLink is uniquely positioned to support community- based initiatives through our Community Grant Fund Program. Our Community Grant Fund Program allows MarinLink to collect charitable donations/funds on behalf of an individual, organized group, business or organization for a community-based initiative (herein referred to as group).

Parties and Purpose. This Memorandum of Understanding is between Richardson Bay Regional Agency (RBRA) and MarinLink. MarinLink is offering to provide 501 (C) 3 nonprofit status through our Community Grant Fund Program.

DESCRIPTION OF PROGRAM: Vessel Buyback Program; RBRA will approve individuals for payment for surrendered vessels according to the Vessel Buyback Program approved by the RBRA Board of Directors on June 23, 2022. On approval of an applicant by RBRA, RBRA will request, and MarinLink will provide, payment to the named individual, to be paid from funds provided by RBRA and held by MarinLink.

MarinLink is not responsible for the program only the back-office accounting of funds received for this purpose.

Code of Ethics. Fund development must adhere to guidelines set by the Association of Fundraising Professionals Code of Ethics <https://afpglobal.org/ethicsmain/code-ethical-standards>.

Use of funds. All funds received are required to be spent for the purposes described in this MOU and in accordance with the requirements set forth by RBRA Disbursements from the fund are made by submitting a check request filled out by the designee, as defined below. MarinLink will disburse funds at the direction of the designee. If an individual receives over \$600.00 we may require a W9 and will issue them a 1099.

Designee. The designee for this MOU is RBRA (Interim) Executive Director Steve McGrath or his successor. The (Interim) Executive Director will receive all necessary correspondence regarding the activities of this MOU.

Alternate designee (required): Jim Malcolm, Harbormaster.

Term. The term of this MOU will be from July 15th 2022 until December 31, 2022. This MOU can be extended by contacting MarinLink and requesting an extension.

Fees. MarinLink will assess a 5% administrative fee on all funds received for this program.



Additional fees for donation processing (Stripe/Paypal etc. will be assessed if donations are made online). A balance of \$200.00 must remain in the account at all times.

Indemnification. Each party hereto shall defend, indemnify and hold the other party harmless for any and all breaches of this MOU or violations of any law, rule or regulation and any damage, suit or claim (including third party suits and claims), assessments, penalties, settlements, judgements, attorney's fees and costs which may in any way arise out of performance, non-performance or breach of this MOU by such party or any agent, volunteer or employee of such party, such party's operations or activities, or the violation of any law, rule or regulation by such party or any agent, volunteer or employee of such party.

Breach. Either party fails to cure a material breach over 15 business days after receiving notice thereof from the other party.

Termination. Either party may terminate this MOU upon 10 business days written notice by a party to all other parties. On termination, any and all RBRA funds held shall be returned by MarinLink within 30 days of termination of this MOU.

SIGNATURES

PARTY: MarinLink Inc.

BY: Mary O'Mara
(Signature)

NAME: Mary O'Mara
(Print Name)

TITLE: Executive Director

DATE: July 22, 2022

PARTY: Richardson Bay Regional Agency

BY: Steve McGrath
(Signature)

NAME: Steve McGrath
(Print Name)

TITLE: Interim Executive Director

DATE: 7-24-22