

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made as of the ____ day of December, 2006 by and between the STATE OF MARYLAND, DEPARTMENT OF NATURAL RESOURCES and the COASTAL CONSERVATION ASSOCIATION (CCA).

WHEREAS, the Fisheries Service, a unit of the Maryland Department of Natural Resources (MDNR), is charged with improving marine aquatic habitat and has developed a Maryland Artificial Reef Plan for creation of artificial reefs;

WHEREAS, CCA is a private, non-profit organization organized and existing under the laws of the State of Texas and doing business as the Coastal Conservation Association Maryland (CCA MD) exclusively for the purposes of conserving marine resources; and

WHEREAS, CCA desires to assist MDNR in the implementation of the Maryland Artificial Reef Plan, and MDNR desires to accept CCA's assistance.

NOW THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein, it is agreed by the parties as follows:

1. **Term.** The term of this Memorandum of Understanding ("MOU") shall begin on the date of execution and will continue from year to year unless terminated in accordance with the provisions herein.
2. **Identification Name and Logo.** All correspondence, brochures, advertising and solicitation materials of CCA and CCA MD related to this MOU shall carry the complete legal name of CCA MD, and shall be identified clearly as an activity of CCA MD, separate and distinct from the Fisheries Service and MDNR. Trademarks, service marks, logos, seals of the name of the State of Maryland, MDNR or any of its units may be used by CCA MD only with the prior permission of MDNR. Use of CCA and CCA MD Trademarks, service marks, logos and seals may be used by the MDNR only with the prior permission of CCA MD.
3. **Authorized Activities.** CCA MD is authorized to conduct the following kinds of activities and projects in cooperation with MDNR. CCA MD will:
 - A. Establish the Maryland Artificial Reef Initiative ("MARI") for receipt of donations of monies for conservation of marine habitat through artificial reef development. Donations will be placed in a separate fund ("MARI Fund" or "Fund").
 - B. Provide administrative oversight of the MARI Fund, and be responsible for handling all monetary transactions, including donations, maintenance of a fund account, and dispersal of funds to approved projects, which funds do not exceed the donations for such projects;
 - C. Maintain a website for the Fund, including a web based donation and payment mechanism. The website will list all partnering entities, with links to each where possible; and

D. Provide quarterly updates on the status of the Fund, including funds received, current balance and funds disseminated, to the DNR Secretary or his designee, beginning on April 1, 2007.

4. **Use of Funds.** The Fund may be used only for projects to conserve marine habitat through artificial reef development ("Reef Development Projects") except minimal charges for credit card service fees, banking charges related to the establishment of the Fund, costs related to maintenance of the website, and acknowledgement of donors to CCA.

The Fisheries Service shall identify and select Reef Development Projects using the following procedures:

A. The MDNR Secretary shall appoint a _____-member Artificial Reef Committee ("ARC") using guidelines from the Maryland Artificial Reef Plan ("MARF") as finally adopted. ARC membership shall represent the diverse constituencies that have interest in marine habitat enhancement. At a minimum, the ARC will meet biannually.

B. Using MARF guidelines, the ARC will select and submit recommended Reef Development Projects to MDNR's Sport Fish Advisory Commission and Tidal Fish Advisory Commission (collectively, "the Commissions") for review and comment.

C. The Commissions shall review the recommendations and provide any comments to the MDNR Secretary, who, after consultation with CCA MD, shall make the final decision regarding Reef Development Project selection, funding and implementation.

5. **Project Implementation.** For each approved Reef Development Project, DNR and CCA MD will execute a separate Project Agreement. The Project Agreement shall serve as a guide to the development, direction, management and completion of the Project. Among other things, the Project Agreement shall provide for a scope of work and designation of responsibility for Project implementation.

6. **Liaison.** The DNR Secretary or his designee is the liaison between CCA MD and MDNR. The contact for CCA shall be either the President or the Executive Director of CCA MD.

7. **Termination.** Either party may terminate this MOU upon forty-five (45) days written notice to the other party. In the event a party breaches the MOU, the other party may terminate the MOU upon ten (10) days written notice to the breaching party. In the event of termination, unexpended monies in the Fund will be distributed within ninety (90) days to the MDNR Fisheries Service for use in projects to improve marine aquatic habitat in the Chesapeake Bay.

8. **Assignment.** CCA and CCA MD may not assign this MOU without the prior written consent of the DNR Secretary.

9. **General.** The following provisions apply to this MOU:

A. DNR's financial obligations under this MOU, if any, are contingent upon sufficient appropriations made available by the General Assembly.

B. Nothing in this MOU shall constitute a waiver of any immunity that DNR may be entitled to under the laws of the State of Maryland.

C. This MOU embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties' agreement other than those contained in this MOU or incorporated herein by reference.

D. Only an instrument executed and delivered by each party may amend this MOU.

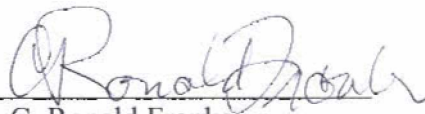
E. The laws of the State of Maryland shall govern the provisions of this MOU, and the parties agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising under the MOU.

F. To the extent permitted by law, each party to the MOU shall hold the other harmless for the negligent acts, real or alleged, of the party including all damages resulting therefrom and attorney's fees associated with such acts.


IN WITNESS WHEREOF, the parties have executed this MOU by causing the same to be signed as of the day and year first written above.


**STATE OF MARYLAND
DEPARTMENT OF
NATURAL RESOURCES**


WITNESS

By 
C. Ronald Franks
Secretary

**COASTAL CONSERVATION
ASSOCIATION MARYLAND**


WITNESS

By 
William Curry
President

Approved as to form and legal sufficiency

this 28th day of December 2006


Assistant Attorney General