

## ADOPT-A-SPOT AGREEMENT FOR

\_\_\_\_\_  
SITE

\_\_\_\_\_  
YEARS

This Agreement made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. By and between the Town of Narragansett, hereinafter referred to as "the Town," and \_\_\_\_\_, hereinafter referred to as "the Adopter";

### WITNESS

**WHEREAS**, the Town holds title to and/or exercises jurisdictional control over a certain tract of land known as \_\_\_\_\_, said tract being the same as that described in Exhibit A, attached hereto, and hereinafter referred to as the "Site;"

Whereas the Site has been designated as a public right-of-way to the shore by the Rhode Island Coastal Resources Management Council pursuant to Section 46-23-6 (E) of the General Laws of Rhode Island; (if applicable)

Whereas the Town recognizes the need to maintain and manage the Site as an access-way, and to preserve and protect the natural resources associated with the Site;

Whereas the Adopter, serving exclusively as a volunteer, desires to assist the Town with the care, protection and improvement of the Site in the manner described in Exhibit A, attached hereto;

Whereas the Town wishes to include the Adopter as a participant in the Town's Adopt-A-Spot Program and thereby enable the Adopter to assist the Town with the care, protection and improvement of the site in the manner described below;

and Whereas the Adopter, as a volunteer acting on behalf of the Town, is a Covered Party under the *Comprehensive General Liability Insurance Policy* that is provided to the Town by the Rhode Island Inter-local Risk Management Trust:

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, the Town and Adopter covenant as follows:

1. **The Town**, through its Department of Community Development, with the assistance of its Conservation Commission, agrees to oversee and

supervise the activities and/or projects undertaken by the Adopter pursuant to this Agreement by conducting periodic site inspections and, when necessary, meeting with the Adopter to discuss any needs or concerns;

2. The Town, through its Public Works Department, agrees to install one or more waste receptacles at the Site and empty these receptacles at least once a week during the period, June 1 to September 15 of each year, and at least once every two weeks during the period, September 16 to May 31 of each year (or on an alternative schedule dictated by use patterns);
3. The Town, through its Department of Community Development, agrees to notify the Adopter if, for whatever reason, the Town's *Comprehensive General Liability Insurance Policy* is terminated or amended in any way that affects the coverage afforded to the Adopter;
4. **The Adopter** agrees to keep the Site clean and well-maintained by picking up litter at the Site at least once every two weeks during the period, June 1 to September 15 of each year, and at least once every month during the period, September 16 to May 31 of each year; and
5. The Town encourages the Adopter to undertake Special Improvement Projects at the Site, including trimming, weeding, mowing and grooming the areas bordering the site; before undertaking any substantial Special Improvement Projects, other than those mentioned, the Adopter agrees to obtain written approval from the Town, said approval being in the form of an Addendum to this Agreement; the Town agrees to obtain all necessary permits before granting approval for any Special Improvement Project.
6. The Adopter agrees to complete and submit the Monthly Report Form identified as Exhibit B, attached hereto, and include any apparent problems discovered at the Site, or any concerns associated with activities undertaken pursuant to this Agreement, to the Department of Community Development;
7. The Adopter agrees to hold harmless the Town and any other sponsors affiliated with the Adopt-A-Spot Program, and any other officer, agent, and/or employee of any of them from any claim of liability or injury arising out of, or connected with, Adopt-A-Spot Program activities;
8. The Adopter recognizes that compliance with the terms of this Agreement does not relieve the Adopter from compliance with any other applicable laws, ordinances, or rules and regulations administered by the Town or any other governmental entity;
9. The Adopter and the Town jointly agree to promote awareness within the community about problems relating to the mission, use and abuse of shoreline areas and associated natural resources; and

10. **The Adopter and the Town** jointly agree that the term of this Agreement shall be for two years, commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and terminating on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the option to renew this Agreement shall be agreed upon between the Town and the Adopter thirty days prior to the termination date.
11. The Town, as its sole discretion, reserves the right to terminate this Agreement upon thirty days (30) written notice.

IN WITNESS WHEREOF, the Town and the Adopter have caused this Agreement to be executed by their duly authorized agents on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Adopter or Adopter's Agent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Agent's Title (if applicable)

\_\_\_\_\_  
Adopter Organization (if applicable)