



**REGARDING THE COASTAL RESOURCES MANGEMENT COUNCIL
ADOPT-AN-ACCESS PROGRAM**

**A MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COASTAL RESOURCES MANAGEMENT COUNCIL
AND
(*INSERT NAME OF ROW PROPRIETOR*)
AND
(*INSERT NAME OF ADOPTING ENTITY*)**

SECTION I

The Rhode Island Coastal Resources Management Council (CRMC), the (*insert name of ROW proprietor*), and the (*insert name of Adopting Entity*) (“the “Parties” or “a Party” as applicable) agree to cooperate in the implementation of the CRMC Adopt-An-Access Program (“Program”). The Program shall be implemented in accordance with RI General Law Chapter 46-23 and the Rhode Island Coastal Resources Management Program (RICRMP). The Parties agree to fulfill their responsibilities under this Memorandum of Understanding (MOU) to the Adopt-An-Access site(s) (“Site(s)”) indicated herein:

<u>CRMC ROW Designation Number</u>	<u>Street Location</u>
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SECTION II

The CRMC agrees to assume primary responsibility for the implementation and operation of the Program, including but not limited to serving as the Program Administrator. As per RIGL Chapter 46-23-7.4 the CRMC shall assume primary responsibility to prosecute violations related to blocking or posting at CRMC designated rights-of-way. The (*insert name of ROW proprietor*) Town of Westerly agrees to assume primary responsibility for the Sites’ maintenance, including designating tasks necessary to ensure continuous and safe public access to the shore to the (*insert name of adopting entity*), according to each Site’s conditions. The (*insert name of ROW proprietor*) shall assume the primary

responsibility for installing signage as specified under the CRMC Letter of Permission associated with this MOU. In the case of replacing damaged or lost signage, a Party shall only be responsible to replace signage as specified in the Letter of Permission associated with this MOU. The *(insert name of ROW proprietor)* shall be covered by the limited liability protections of RIGL Chapter 32-6-5(b) regarding public use of private lands. The *(insert name of adopting entity)* agrees to conduct the following task(s): *(insert description of task(s) the adopting entity commits to conducting)*.

SECTION III

It is the understanding of all Parties that this Memorandum of Understanding may be amended or modified at any time if mutually agreed to in writing by the Parties. Such written amendments or modifications shall be deemed to be incorporated in this Memorandum of Understanding and shall be executed by the Parties in the same manner as set forth below. Notwithstanding anything herein to the contrary, this Agreement may be terminated by any Party upon six months notice to the other Parties hereto. Notwithstanding anything herein to the contrary, this Memorandum of Understanding may be terminated by any Party upon six months notice to the other Parties hereto.

(insert name), CRMC Executive Director
Coastal Resources Management Council

Date

(insert name and title of signatory)
(insert name of ROW proprietor)

Date

(insert name and title of signatory)
(insert name of adopting entity)

Date