

AGREEMENT

WHEREAS, the Land and Water Conservation Fund Act of 1965 (78 Stat. 897) as administered by the Bureau of Outdoor Recreation (BOR) authorizes assistance to the States for the purposes of the Act for outdoor recreation: to wit (1) planning, (2) acquisition of land and waters, and (3) development; and

WHEREAS, to the extent approved by the Governor, political subdivisions and other appropriate public agencies of the State may participate in the apportionment of funds made to the State of Tennessee under the requirements specified in the Bureau of Outdoor Recreation Grants-In-Aid Manual; and

WHEREAS, City of Red Bank Recreation Board

has applied for approval of a project proposal known as _____
Red Bank City Park Development Project No. 41-00065
for financial assistance under the terms, conditions and requirements set forth in the said BOR Grants-In-Aid Manual;

NOW THEREFORE, in consideration of the mutual benefits to be derived from the accomplishment of the above described project, the Commissioner of Conservation, designated by the Governor as the State Liaison Officer to have the authority and responsibility to accept and administer funds under the Land and Water Conservation Fund Act for the State of Tennessee, hereinafter called the State Liaison Officer, and _____
City of Red Bank Recreation Board

hereinafter called the applicant do hereby agree as follows

1. The Applicant does hereby adopt and will strictly follow all procedures and requirements of the Bureau of Outdoor Recreation as contained in the Bureau of Outdoor Recreation Grants-In-Aid Manual and will comply with all requirements of the State Liaison Officer in regard to the acquisition, development, construction, operation and maintenance of the above described project.

2. Applicant understand and agrees that all its records concerning said project shall be open to inspection and examination by agents of the State and the Bureau of Outdoor Recreation at any and all times, and that all recommendations made by such agents in relation to said records or other matters pertaining to the acquisition, construction, development, operation and maintenance of said project will be strictly adhered to and followed by the applicant, its agents or employees.

3. The State Liaison Officer will at all times endeavor to cooperate with the applicant in the acquisition, construction, development, operation, and maintenance of said project but it is specifically understood by the applicant that the primary and fundamental responsibility for the acquisition, construction, development, operation, and maintenance of the project is with the applicant.

4. Applicant further hereby agrees to diligently comply with the approved plans and specifications heretofore filed covering said project and upon completion of same will operate and maintain same in accordance with the procedures and directives required by the State Liaison Officer and the Bureau of Outdoor Recreation.

5. Applicant agrees to indemnify and hold the State Liaison Officer harmless now and at any time in the future for any failure on behalf of the applicant, its agents or employees to acquire, construct, develop, operate and maintain the project in the manner approved and required by the Bureau of Outdoor Recreation. And further that the applicant will reimburse the State Liaison Officer for any project expenditures for which said applicant has received Federal monies under the project through the State Liaison Officer and which such expenditures are determined not to qualify or are disallowed by the Bureau of Outdoor Recreation.

IN WITNESS WHEREOF, the parties hereto have caused the same to
be executed this the 4th day of February, 19 70

City of Red Bank Recreation Board
Applicant

By *Thomas J. Wood*

Chairman
Title

STATE LIAISON OFFICER

E. Boyd Ganott
Commissioner of Conservation

Approved as to Legal Form.

George F. McCanless
Attorney General
State of Tennessee