

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into this 3rd day of OCTOBER, 1995, by and between CITRUS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and the CITRUS COUNTY SCHOOL BOARD, hereinafter referred to as "School Board";

W I T N E S S E T H:

WHEREAS, the parties hereto wish to cooperate in order to provide a diving board facility at the County's Bicentennial Park swimming pool, and

WHEREAS, it is the intent of the parties that the diving board to be installed therein shall be for the sole use of the School Board's high school swim teams when students are under the direct supervision of their coaching staffs, and

WHEREAS, the purpose of this Agreement is to better define the responsibilities of the respective parties with respect to the installation and use of the diving board to be constructed at County's Bicentennial Park pool;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. School Board shall be solely responsible for the purchase and installation costs of a 16' one meter competition diving board to be located at County's Bicentennial Park pool.

2. Prior to the purchase of the subject diving board representatives of the School Board and the County's Division of Parks and Recreation shall approve the equipment to be purchased.

3. It shall be the responsibility of the County's Division of Parks and Recreation to oversee the installation of said diving board at the County's Bicentennial Park pool. The parties agree that this diving board shall only be used for School Board sponsored activities and events and when not in use shall be raised and locked in an upright position. It shall be the sole responsibility of School Board's personnel to assure that when not in use this diving board is raised and securely locked. The use of the diving board will be limited to high school swim team

activities only when students are under the direct supervision of the high school coaching staffs.

4. It is agreed between the parties that Citrus County shall incur no liability with respect to the installation or the use or maintenance of the subject diving board and that although attached to County's Bicentennial Park pool, the diving board shall remain the property of School Board. As between the parties to this Agreement, School Board shall be solely responsible and be liable for any claims for damages or suits brought as a result of injuries which persons may receive as a result of utilization of the subject diving board whether with or without the consent of School Board's personnel. In no manner shall County be held responsible for supervising the use or any activities associated with the diving board in question and to the extent allowed by law the School Board shall indemnify County from any and all claims, suits and judgments associated with the subject diving board.

5. During the course of this Agreement School Board shall provide adequate liability coverage through the Florida School Board's Insurance Trust covering the School Board's liability with respect to said diving board.

6. This Agreement contains the complete understanding of the parties with respect to the terms and conditions contained herein and no verbal understandings between the agents of either party shall be a part of this contract. This Agreement shall only be amended by a written amendment executed by both parties hereto. This Agreement shall be for a one (1) year term which shall automatically renew from year to year unless one or both parties to the Agreement give notice to the other at least sixty (60) days prior to the termination thereof of the other's desire either to terminate or renegotiate the terms hereof. Notwithstanding the above, any party may terminate this Agreement upon thirty (30) days written notice to the other. Any amendments to this Agreement shall be in writing and executed by both parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement the year and date first above written.


ATTEST:


BETTY STRIFLER, CLERK

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

BY: 
VICKI PHILLIPS, CHAIRMAN


ATTEST:

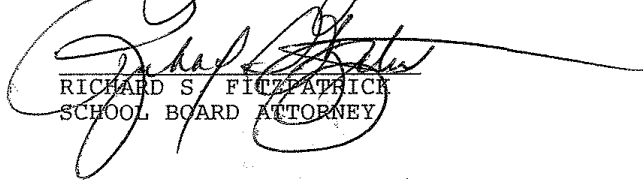

JAMES HUGHES
SUPERINTENDENT

CITRUS COUNTY SCHOOL BOARD

BY: 
JANET HERNDON
CHAIRMAN

APPROVED AS FOR FORM
AND CORRECTNESS:


LARRY M. HAAG
COUNTY ATTORNEY


RICHARD S. FITZPATRICK
SCHOOL BOARD ATTORNEY