THIS INTERLOCAL AGREEMENT entered into this 30th 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";

WITNESSETH:

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

ATTEST:

JAMES HUGHES
SUPERINTENDENT

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

BY: VICKI PHILLIPS
VICKI PHILLIPS, CHAIRMAN

CITRUS COUNTY SCHOOL BOARD

BY: JANET HERNDON
JANET HERNDON, CHAIRMAN

APPROVED AS FOR FORM
AND CORRECTNESS:

LARRY M. HAAG
COUNTY ATTORNEY

RICHARD S. PICZAPPHIC
SCHOOL BOARD ATTORNEY