

**COOPERATIVE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND
ACCESSPORTAMERICA, INC.**

This Cooperative Agreement ("Agreement") is made and entered into this 16th day of August, 2007, by and between the School Board of Palm Beach County, Florida, hereinafter referred to as the "Board" and AccesSportAmerica, hereinafter referred to as "Accessport".

WHEREAS the American with Disabilities Act gives people with disabilities an equal opportunity to participate in most recreational activities unless participation by a person with a disability would pose an undue burden or would fundamentally alter the recreational activity;

WHEREAS, the Individuals with Disabilities Education Act of 2004 (IDEA) emphasizes the creation of linkages among students, family members, agencies and community resources before the student leaves high school

WHEREAS Accessport is a national non-profit organization offering opportunities to increase achievement, function, and fitness, of persons with disabilities, through high challenge sports;

WHEREAS Accessport's programs are designed to promote each individual's highest physical and athletic potential while cultivating social and emotional well being;

WHEREAS, the Board and Accessport wish to provide students with disabilities the opportunity to participate in a high challenge sports program that promotes strength, endurance, and decision making skills, while building self esteem and assurance. The participation of students with disabilities in such programs leads to increased achievement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

From the execution of this Agreement until the end of the term of this Agreement,

A. The Board agrees to:

1. Identify students, who shall participate in Accessport's program.
2. Provide a liaison to coordinate services and communication between the Accessport and the school sites where the identified students attend.
3. Provide transportation to and from Accessport's program during specified hours following the school calendar.
4. Be responsible for the cost of Level 2 screening which shall include fingerprinting by the Board's Police Department, for up to seven Accessport staff members who will work directly with students.

B. Accessport agrees to:

1. Provide a program which may include but not be limited to windsurfing, kayaking, rowing/sculling, canoeing, kite-sailing, cycling, tennis, and soccer.
2. Provide qualified instructors in each of the applicable program areas.

3. Facilitate student's access to activities with the proper supervision.
4. Provide the adaptive equipment necessary for students with disabilities to participate in the program.
5. Be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act ("IDEA"). Be subjected to all Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, Accessport acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all state and federal laws relating to the confidentiality of student records.
6. Pursuant to section 1012.465, Florida Statutes, contractual personnel (vendors, individuals, or entities) under contract with the Board who are permitted access on public, alternative, or charter school grounds when students are present, who have direct contact with students attending such schools or who have access to or control of school funds must undergo Level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. All contractual personnel providing services as outlined herein who meet any of the conditions set forth in section 1012.465 must undergo Level 2 screening and must require that all employees and subcontractors who meet such conditions submit to Level 2 screening. Level 2 screening shall include fingerprinting by the Board's Police Department. Accessport shall not begin providing services contemplated by this Agreement with the Board until after the contractual personnel receive notice of clearance by the Board. Neither the Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the contractual personnel (or discontinuation of the contractual personnel's services) on the basis of these compliance obligations. Neither Accessport, nor any employee, agent nor representative of Accessport, who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes will be employed in the performance of the services set forth herein.
7. Provide proof of insurance of Accessport to the Board by Certificate of Insurance. All insurance must be issued by a company or companies approved by the Board. Certificate of Insurance meeting the specific required provisions specified within this Agreement shall be forwarded with the Agreement, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded prior to the policy renewal date. Thirty days written notice must be provided to the School Board of Palm Beach County, Florida, via certified mail in the event of cancellation. **WORKER'S COMPENSATION:** Accessport must comply with Chapter 440, Florida Statutes, Worker's Compensation and Employees' Liability Insurance with minimum statutory limits. **COMPREHENSIVE GENERAL LIABILITY:** Accessport shall procure and maintain, for life of this Agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, or property damage that could form policy. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.
8. In addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs, or attorneys' fees, arising out of any actual or alleged bodily injury sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of Accessport, or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable in the performance of its obligations under this Agreement;

or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work, or claims or actions made by Accessport or other party performing the work. The indemnification obligation hereunder shall not be limited to any limitation in the amount, type of damages, compensation of benefits payable by or for Accessport under workers' compensation acts, disability acts, other employee benefit acts, or any statutory bar. Accessport recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the Board in support of this indemnification accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

C. Both Parties agree to the following:

1. No fees or payments are due by either Party for the services rendered pursuant to this Agreement, except as provided in Section A(4) of this Agreement.
2. In the event that any part, term, or provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state, or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the party shall be construed and enforced as if this Agreement did not contain a particular part, term, or provision held to be so invalid.
3. This Agreement shall be amended or modified only in writing and executed by both Parties. This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits or other such damages whether consequential or inconsequential.
4. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the Laws of Florida, venue in Palm Beach County, Florida. Each Party shall bear the cost of its own attorneys' fees and costs incurred as a result or any action or proceeding under this Agreement. This Agreement shall not be assigned without the prior written consent of the non-assigning party.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written. This Agreement shall be in effect from August 16, 2007, through June 30, 2008.

For AccesSportAmerica

Ross W Lilley
(Print Name: Duly Authorized Administrator)

Ross W Lilley
(Signature)

Exec. Director
Office or Position

8/30/07
Date

**For the School Board of
Palm Beach County, Florida**

William G. Graham, Chairperson

Date

Arthur C. Johnson, Ph.D., Superintendent

Date

REVIEWED AND APPROVED
AS TO LEGAL FORM AND SUFFICIENCY BY:
ATTORNEY [Signature]
7-9-07