

**CONTRACT BETWEEN**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**  
**AND**  
**SYSCO FOOD SERVICES OF SOUTHEAST FLORIDA**

This contract entered into this 21<sup>st</sup> day of April, 2004, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and Sysco Food Services of Southeast Florida, located at 1999 Dr. Martin Luther King Jr. Blvd., Riviera Beach, Florida, (hereinafter referred to as the "Contractor") to provide Food and Supply Distribution Services for School Cafeterias.

**SECTION I - Term of Contract**

This contract shall be for the period beginning June 15, 2004 through June 14, 2009. The contract may, upon expiration, be extended for 90 days, but will not extend beyond September 14, 2009.

**SECTION II - Services**

The Contractor shall provide Food and Supply Distribution Services per specifications in RFP 04C-008R and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP 04C-008R are also made a part of this contract.

**SECTION III - Cost of Services**

The cost of services for the term of this contract will be as follows: June 15, 2004 through June 14, 2005, the fee will be 12.0 %. June 15, 2005 through June 14, 2006, the fee will be 12.25%. June 15, 2006 through June 14, 2007, the fee will be 12.50 %. June 15, 2007 through June 14, 2009, the fee will be 13.50%. The commodity food delivery charges per case will be \$2.25 from June 15, 2004 through June 14, 2009.

**SECTION IV - Terms and Conditions**

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least 30

days prior to the effective date of termination and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of completion of the contract. The School Board shall establish the expiration date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this Agreement are the terms and conditions as described in the Request for Proposal, RFP 04C-008R, which are incorporated by reference herein and made a part hereof.

#### SECTION V - Indemnification

Awarded proposers shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, 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 the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of this contract.

#### SECTION VI - Insurance

Insurance will be required as stated in RFP 04C-008R. The School Board of Palm Beach County shall be named as additional insured.

#### SECTION VII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

#### SECTION VIII - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this agreement, venue shall lie in Palm Beach County, Florida, and the prevailing party shall be entitled to attorney's fees and court costs.

This agreement shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This agreement is binding on the parties hereto, their heirs, successor and/or assigns.

#### Section IX

Should either party breach this agreement, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

SYSKO FOOD SERVICES OF SOUTHEAST  
FLORIDA

BY: Pete Canty

WITNESS: [Signature] 3/24/04

WITNESS: [Signature]

THE SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA

BY: [Signature]  
Thomas E. Lynch, Chairman

4/21/04  
Date

Attest: [Signature]  
Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

DATE: 3/23/04

BY: [Signature]  
Attorney