

**AGREEMENT  
BETWEEN  
CITY OF HOLLYWOOD, FLORIDA  
AND**

---

**FOR  
BENEFITS CONSULTANT SERVICES**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Hollywood, Florida (hereinafter the "City") and \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to do business in the State of Florida (hereinafter "\_\_\_\_\_").

WHEREAS, the City issued Request for Proposal No. 4513-16-RD (hereinafter the "RFP") for Benefits Consultant Services; and

WHEREAS, \_\_\_\_\_ submitted a proposal in response to the RFP;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I  
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda thereto, and the proposal submitted by \_\_\_\_\_ (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II  
REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action arising out of this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

**ARTICLE III  
SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE IV  
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE V  
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

\_\_\_\_\_  
City of Hollywood, Florida  
2600 Hollywood Boulevard, Rm. \_\_\_\_  
Hollywood, Florida 33020

with a copy to:

City Attorney  
2600 Hollywood Boulevard, Rm. 407  
Hollywood, Florida 33020,

and if sent to \_\_\_\_\_, such notices shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI  
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Peter Bober, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

APPROVED AS TO FORM & LEGALITY  
for the use and reliance of the City  
of Hollywood, Florida, only.

\_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

\_\_\_\_\_, a \_\_\_\_\_  
corporation

WITNESSED:

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Name typed, printed or stamped

\_\_\_\_\_  
Name typed, printed or stamped  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Name typed, printed or stamped