



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AGREEMENT FOR
SOLICITATION NO. 2018-039
AGREEMENT FOR SURF CAMP INSTRUCTOR

UNDER BLUE WATERS

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 2nd day of May, 2018 (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Under Blue Waters, a corporation (hereafter referred to as "Contractor"), whose address is 16244 S. Military Trail #310 Delray Beach, Florida 33484

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid No.2018-039, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. 2018-039, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The Contractor shall pay to the City, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
Email:
- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

Email:

iii. As to the Contractor: Under Blue Waters
16244 S. Military Trail #310
Delray Beach, Florida 33484
Attn.: Maya Booth, Owner
Email: maya@underbluewaters.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through May, 20²³, unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Mark Lauzier, City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

CONTRACTOR

[SEAL]

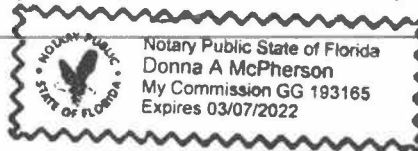
By: Maya Booth

Maya Booth
Printed Name

owner
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of May, 2018, by Maya Booth, as Maya Booth (name of officer or agent), title of officer or agent), of Under Blue Waters (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification



Notary Public – State of Florida

**SECTION 5
PRICING SCHEDULE****5.1 PRICES AND RATES**

The Bidder shall indicate in the spaces provided, the firm and fixed revenue offered to the City for the goods and/or services described below.

Fee	
Minimum base of EIGHT THOUSAND FIVE HUNDRED (\$8500) revenue to the City for the term of April 1, 2018 through March 31, 2019.	\$ 11,500 ⁰⁰
Year 2 Revenue to the City	\$ 13,000 ⁰⁰
Year 3 Revenue to the City	\$ 15,000 ⁰⁰
Year 4 Revenue to the City	\$ 17,000 ⁰⁰
Year 5 Revenue to the City	\$ 18,000 ⁰⁰