

JAN 11 2019
Purchasing



ORIGINAL

**Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form**

Type of contract: 1 year Multi-year Single Event Purchasing Use Only Contract #:

Submission Information

Contact Name: Sue Sanders - ext. 7223
Department: Recreation & Maintenance

Project Title: Adult Fitness Classes

Funding Account Number: 100 6120 523850 61

Contract amount: \$2,500 with a 70/30 split
Estimated 1750⁰⁰ Revenue

Contract Type: Goods () Services (x) Labor ()

Contract Action: New (X) Renewal () Change Order ()

Original Contract Number:

Vendor Information

Vendor Name: ~~Synergy Wellness~~
Mirage Mariah Sanders

Address: 3005 Lakeside Cir.

Address: Covington, GA. 30016

Email: *mms51750@gmail.com*

Phone #: 470-435-5629

Contact: *Mirage Sanders*

Term of contract:

2/1/19- 12/31/19 with the option to renew for two (2) twelve month periods, renewable each year.

Finance Director Signature

I have reviewed the attached contract, and the amount is approved for processing.

Signature: *P. Miller* Date: *1.29.19*

Procurement Officer Signature

I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.

Signature: *Jana Malone* Date: *1/15/19*

Summary:

Recreation & Maintenance Department requests approval of the attached contract with Mirage Sanders. This is for permission to provide adult fitness classes at the Johnson Park Recreation Center.

She will provide classes focused on total body sculpting, chair fitness, restorative stretching and Latin fever classes. Classes will meet on Monday, Wednesday and Fridays between 6 pm - 8:45 pm. The cost per class will range from \$7 - \$8 or participants can purchase a pass that includes all classes for \$75 for 15 classes.

Department Head/Elected Official Signature:

Sue Sanders

Date:

1/10/19

AGREEMENT FOR PROVIDING CONTRACTED SERVICES

This Agreement entered into on _____, 2019 between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "County", and MIRAGE MARIAH SANDERS, whose address is 3005 Lakeside Circle, Covington, GA 30016, hereinafter referred to as "Contractor".

WHEREAS, the County desires to engage the services of Contractor to provide **Adult Fitness Classes at Johnson Park Recreation Center** in conjunction with Rockdale County's Department of Recreation and Maintenance; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1.

Contractor shall serve as an instructor for **Adult Fitness Classes at Johnson Park Recreation Center** for Rockdale County. Contractor shall perform said **Adult Fitness Classes at Johnson Park Recreation Center** services within the parameters established by Rockdale County Department of Recreation and Maintenance.

2.

The fees paid by participants in **Adult Fitness Classes at Johnson Park Recreation Center** in which the Contractor provides the instruction shall be paid to the County. The County shall pay the Contractor a sum equal to **70%** of registration fees paid by participants enrolled in **Adult Fitness Classes at Johnson Park Recreation Center**. Instructor shall verify monthly attendance roster and submit any payment discrepancies within sixty (60) days from payment date. Payments will be made according to the accounts payable schedule maintained by the Finance Department. The Contractor and the Recreation Program Coordinator will establish a fee schedule for the program offered in conjunction with the **Adult Fitness Classes at Johnson Park Recreation Center** for the County.

3.

The Contractor is responsible for paying transportation expenses in connection with the services performed under this Agreement.

4.

All services rendered hereunder will be performed by the Contractor or their employees or subcontractors. All personnel engaged in work by the Contractor shall be firmly qualified and shall be authorized and permitted under applicable state and local laws to perform such services as shall the Contractor. Services governed by this Agreement shall not be transferred, assigned or subcontracted by the Contractor without prior written consent of the County.

5.

Contractor acknowledges that they will be working as a contractor of the County and that said relationship between Contractor and the County can be severed at any time. Contractor acknowledges that they are an independent contractor with the County and consequently Contractor shall be responsible for the procurement of their own health, liability and worker's compensation insurance policies while working as a contractor.

In addition, Contractor shall be responsible for contributing payments for, as provided by law, all FICA, withholding and all other taxes, to the proper agencies of the United States and State of Georgia in connection with the compensation provided by the County in conjunction with the services rendered pursuant to the terms and conditions of this Agreement.

6.

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, the party terminating this Agreement shall provide thirty (30) days written notice to the other party of the termination. Upon such termination, Contractor shall be entitled to collect only the outstanding fees incurred based upon the work completed as of the day of termination. In the event of termination, Contractor shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within thirty (30) days of receipt thereof.

7.

This Agreement is effective **February 1, 2019** and shall continue until **December 31, 2019** unless terminated as provided in Section 6 of this Agreement. This contract has the option to renew for two (2) twelve month periods, renewable each year.

8.

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

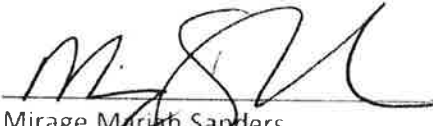
In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Agreement.

This Agreement shall and does encompass the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

MIRAGE MARIAH SANDERS

ROCKDALE COUNTY, GEORGIA

By: 
Mirage Mariah Sanders

By: _____
Osborn Nesbitt, Sr., Chairman

Attest:

Jennifer O. Rutledge, County Clerk

Approved as to form:

M. Qader A. Baig, County Attorney

SIGN F



SYNERGYWELLNESS

Synergy Wellness Proposal Overview

Company description

Synergy wellness' mission is to be an organization that provides group fitness classes to the community at large. It exists to be a staple in the everyday lives of its participants. It strives to be a motivative force toward community wellness, provide a way for people to connect with like-minded peers in a group fitness setting, and to give the opportunity for a fun way to get a stay fit.

Organization/Management

Synergy Wellness will do business with Rockdale County Recreation. Mirage Sanders, owner and creator of Synergy Wellness, will be in control of all synergy wellness operations and community engagement. Rockdale county will facilitate the recreation spaces for Synergy Wellness' group fitness classes, take payments, give membership cards, and market at county events and parks.

Synergy Wellness Classes Offered/Structure

Water Aerobics
Restorative Yoga
Latin Dance Lessons
Senior Chair Fitness

Class times range from 30 mins – 1 hour
Class prices range from \$5-\$10 dollar per class
Monthly class passes range from \$35-\$75 a month



Mission Statement

Synergy Wellness is committed to inspiring healthier communities by connecting people and providing a judgement-free, safe space where they can exercise in a pleasurable group fitness environment, one class at a time.

Synergy Wellness Belief

Your TIME + Your ENERGY = The BEST Version of YOU

Synergy Wellness Goals:

- ✦ To provide a safe and effective group fitness class environment
- ✦ To inspiring individuals by providing an opportunity for them to achieve wellness goals
 - ✓ Lose Weight
 - ✓ Gain Strength
 - ✓ Increase Flexibility
 - ✓ Practice Mindfulness
 - ✓ Build-up Endurance
 - ✓ Be More Active
- ✦ To give participants a way to connect and network with like-minded people
- ✦ To improve the quality of life of the community at large



Group Fitness Class Descriptions

Total Body Sculpt

Total Body Sculpt is designed to give you the maximum benefit in a lower impact format. We will work all the major muscle groups in segments with no jumping or high impact moves. A 1-minute cardio interval will be followed by resistance exercises to create an overall higher level of intensity. You will feel the burn and keep your heart pumping strong. This 45-minute workout includes a warm up and cool down. Bring your exercise mat!

Chair FIT

Are you new to fitness? Trying to get back in shape? Try Chair FIT... This 45-minute workout will work the whole body in a seated position. Easy on the joints, but don't be fooled this workout will give you a great burn. Great for Seniors!

Restorative Stretch with Mirage

Had a stressful work week? Are you new to mind/body exercise? Come try this judge free class. This class is mostly restorative stretching, which consists of a lot of deep stretches woven with breath. You will increase your flexibility vocabulary in this class, tone your body, and relax your mind. Every restorative stretch class with Mirage will begin with a warm up, end in a meditative shavasana, and is 45-minutes long.

Latin Fever (Latin Dance Lessons)

Come explore your inner Latin dancer and get a fun workout learning beginner and intermediate fundamentals in Salsa, Bachata, Cha-Cha, and Merengue. Latin Fever is sure to give you a great cardio workout all while learning the skills need to social dance in the Latin community. This class has an hour-long lesson followed by a 15 to 30-minute social dance to practice moves and get one on one instruction.



SYNERGYWELLNESS

Group Fitness Class Times

Restorative Stretch with Mirage

6:30pm – 7:15pm

Mondays and Fridays

Chair FIT (Seniors Welcome)

6:00pm – 6:45pm

Wednesdays

Total Body Sculpt

7:00pm – 7:45pm

Wednesdays

Latin Fever (Latin Dance Lessons)

7:30pm - 8:45pm

Mondays and Fridays

Times	Mon	Tues	Wed	Thurs	Fri
6pm	Restorative Stretch		Chair Fit		Restorative Stretch
7pm	Latin Fever		Total Body Sculpt		Latin Fever
8pm					
9pm					



Group Fitness Class Prices

Total Body Sculpt

\$7.00 per class

Chair FIT

\$7.00 per class

Restorative Stretch with Mirage

\$7.00 per class

Latin Fever (Latin Dance Lessons)

\$8.00 per class \$50 for a 10-class pass

Best Buy!

Combo Class Pass \$75 for 15 classes expires in 60 days

Access to all Synergy Wellness Classes



General Rules

1. Synergy Wellness Group Fitness Class Participants are to consult with a physician prior to participating in any SW Group Fitness Class. When you sign up to take a SW class you represent and warrant that you are physically fit enough and have no medical condition that would prevent your full participation in the class.
2. Synergy Wellness (SW) Group Fitness Classes are judgement free zones, Negativity towards peers will not be tolerated under any circumstances.
3. Monthly passes are designed to help you stick to your goals!
Your time + Your energy = The Best Version of You
4. If a class is cancelled due to inclement weather you will receive a free class pass for the one class.
5. For monthly pass holders, if a class is cancelled due to inclement weather, you will receive the free class pass or an extension to your monthly pass to the next available class.
6. If you sign up for a monthly pass and have a medical issue/sickness or family emergency that does not allow you to use your class pass for over a week span, with a medical excuse/or proper documentation and approval from Mirage your monthly class pass can be extended the equal length of time.
7. The three buddy passes included in an unlimited class pass can be used on a friend or family member for any of the SW group fitness classes.
8. SW Latin Fever can be paid for per class (\$7) or a class pass that includes 10 classes for \$50.00. This class pass will NOT be a monthly pass.
9. All attendees for SW Chair FIT and SW Restorative Yoga with Mirage are asked to bring their personal exercise mat/yoga mat, towels, weights, and any other needed workout equipment.
10. All sales are final, No cash refunds will be given
11. Participation in SW group fitness classes is at your known risk. Know your physical limitations. SW group fitness class management and instructors are not responsible for any injuries or accidents. When you sign up for a class you agree to assume full responsibility for any and all risks, injuries, and damages, known and unknown, which might incur as a result of participating in SW group fitness class.
12. In consideration of Synergy Wellness and Mirage Sanders, participates knowingly, voluntarily and expressly waive any negative claim against Mirage or Synergy Wellness.
13. Participates, their heirs, or any legal representatives forever release, waive, discharge, and covenant not to sue Mirage Sanders or Synergy Wellness for any reason.