

**CITY OF BREVARD
WELLNESS FITNESS PROGRAM**

THIS AGREEMENT made this first day of September 1, 2018 by and between the City of Brevard, hereinafter called the "City", and Trent Humphreys, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, Brevard is committed to establishing a wellness program for its employees; and

WHEREAS, Brevard has established an on-site fitness program with the assistance of a professional fitness trainer; and

WHEREAS, Brevard and Contractor are desirous to enter a one-year agreement for the period September 01, 2018 through August 31, 2019; and

NOW, THEREFORE, the City and the Contractor mutually agree to the following:

1) Employment and Scope of Work

The City hereby agrees to engage the Contractor and the Contractor agrees to perform in a satisfactory and proper manner the work as described in the Scope of Work set forth in Exhibit A, attached hereto and by this reference made a part hereof.

2) Length of Agreement

The work of the Contractor in this agreement shall commence on September 01, 2018 and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Agreement.

3) Assignability

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the City or unless specifically contained in Exhibit A attached hereto.

4) Compensation and Method of Payment

Contractor compensation shall be calculated at a rate of \$47 per hour. This rate may be modified by written, mutual agreement of the Contractor and the City. This hourly rate shall include travel expenses of the Contractor, but shall not include materials and supplies. Materials and supplies shall be provided by the City, or the Contractor may provide materials and supplies and receive compensation upon invoice.

The City hereby agrees to not charge Contractor for rental space of fitness room in exchange for below market hourly rate. Contractor hereby agrees to charge a flat hourly rate not exceeding \$47 per hour for up to four city employees in a group session. This is below the \$112.50 per hour charges to a private group session of similar size.

City hereby agrees to allow Contractor to provide personal training for private clients on city premises not exceeding ten (10) hours per week.

5) Termination of Agreement for Cause

If, for any cause, the Contractor shall fail to fulfill in a timely and proper manner, his obligations under this Agreement, or, if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination fifteen days before such effective date. During the fifteen day notification period, the Contractor shall have the opportunity to remedy any failures or violations to avoid termination of the Agreement. If termination occurs, the Contractor shall be entitled to receive just and equitable compensation for all satisfactory work completed.

6) Settlement of Disputes

Disputes, which arise from this agreement or work related thereto, which cannot be settled by agreement of the Contractor and the City, shall be settled by litigation. Mediation and arbitration shall not be considered means of conflict resolution.

7) Changes

The City may from time to time request changes in the Scope of Work or services to be performed by the Contractor hereunder. Such changes, including any increases or decreases in the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be agreed upon by both parties in writing or electronic mail between the Contractor and the City's Project Manager.

8) Applicable Laws

The Parties agree that this document is governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

9) Indemnification

a) To the extent allowed by law, the Contractor agrees to indemnify, hold harmless and defend the City as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Contractor or his employees or agents in performing or failing to perform any of her obligations under this Agreement.

b) To the extent allowed by law, the City agrees to indemnify, hold harmless and defend the Contractor as well as his employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the City or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

10) Notice to Parties

Notice and communication to the Parties required under this Agreement shall be my email as listed below:

Jim Fatland,
City Manager
City of Brevard
828.885.5602
jim.fatland@cityofbrevard.com

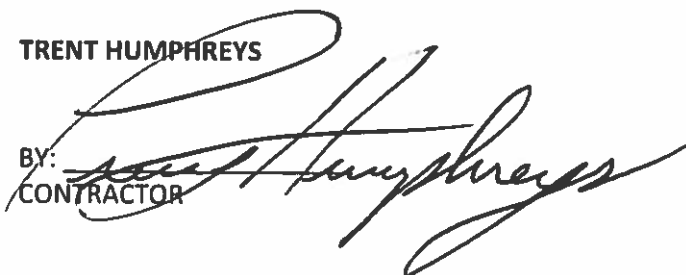
Trent Humphreys
Fitness Trainer
Contractor
828.577,1114
trent.humphreys@yahoo.com

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first written.



CITY OF BREVARD

TRENT HUMPHREYS



BY: _____
CONTRACTOR

FISCAL PRE AUDIT: This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



BY: _____
CITY MANAGER & FINANCE DIRECTOR

EXHIBIT "A"
SCOPE OF WORK

Purpose:

This Scope of Work serves as an outline of tasks to be performed as an integral part of the Wellness Fitness Agreement between the City of Brevard (City) and Trent Humphreys (Contractor).

Period of Performance:

September 01, 2018 through August 31, 2019

Tasks:

1. Conduct individual fitness sessions
2. Conduct group fitness sessions
3. Coordinate off site running sessions for city employees interested in running
4. Train individuals on proper use of fitness equipment and weights
5. Train individuals on proper form of exercising
6. Counsel individuals on proper nutrition
7. Participate in annual open enrollment process providing information to city employees on wellness programs
8. Coordinate with Human Resources Department on suggestions to improve over-all wellness for city employees
9. Maintain a clean environment for workout rooms
10. Recommend to City such equipment and supplies necessary for fitness programs
11. Bring to attention of City when equipment is not functioning needing repairs and or replacement
12. Maintain log of waiver forms for all individuals who participate in fitness programs on city property
13. Notify City Manager when fitness sessions are cancelled or rescheduled