[INSERT CONTRACT TYPE] Agreement
[Non-Public Work]

PROJECT TITLE Coding with Kids LLC Camps and Programs	***EXHIBITS*** ***(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)*** Exhibit A: Scope of Work Exhibit B: Work Schedule Exhibit C: Payment Exhibit D: Goals, Objectives, Policies, and Procedures
CONTRACTOR Blue Jay Ventures LLC DBA Snapology of Eastside	***CITY OF REDMOND PROJECT ADMINISTRATOR*** ***(Name, address, phone #)*** City of Redmond Jillian Lowe Recreation Program Coordinator City of Redmond PO Box 97010 Redmond, WA 98073-9710 CCPK 425-556-2326
CONTRACTOR'S CONTACT INFORMATION ***(Name, address, phone #)*** Blue Jay Ventures LLC DBA Snapology of Eastside 15041 127th Pl NE Woodinville, WA 98072 Attn: Deepa Bala deepa.bala@snapology.com 425-243-4026	***BUDGET OR FUNDING SOURCE*** 110.51143.00410.57121 (RAF)
CONTRACT COMPLETION DATE 6/1/2026	***MAXIMUM AMOUNT PAYABLE*** $85,000.00

THIS AGREEMENT is entered into on February 7 **, 20**25**between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, hereinafter called "the CONTRACTOR".**

WHEREAS, the CITY desires to accomplish the above-referenced project and/or services; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONTRACTOR to provide the necessary services for the project; and

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR has the education, training, and expertise to provide the necessary services for the project and has signified a willingness to furnish instructional services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Contractor - Scope of Work. The CITY hereby retains the CONTRACTOR to provide instructional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. Except as provided in Paragraph 2(b), the CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work.

2. Conditions/Arrangements.

A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.

B. If class enrollment minimums are not met, the class may be cancelled in its entirety at the discretion of the CITY and or CONTRACTOR, and the CITY and or CONTRACTOR may terminate or negotiate all or part of this Agreement.

C. The CONTRACTOR has read and understands the City of Redmond Parks and Recreation Department Goals and Objectives, Class and Program Instruction Policies, and Contract Administration Procedure attached hereto as Exhibit D and incorporated by this reference as if set forth in full. These goals, objectives, policies and procedures are a material part of this Agreement, and the CONTRACTOR agrees to conduct the programs and/or classes set forth in the Scope of Work in a manner consistent with these goals, objectives, policies and procedures.

D. The CONTRACTOR agrees to attend and participate in program orientation and/or program promotional events as may from time to time be reasonably required and scheduled by the CITY.

3. Completion of Work. The CONTRACTOR shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

4. Payment. The CONTRACTOR shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the CONTRACTOR for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the classes and the furnishing of all services described in the Scope of Work. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached.

Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONTRACTOR agrees to perform all services contemplated by this Agreement for no more than said maximum amount.

5. Independent Contractor. The CONTRACTOR is an independent contractor for the performance of services under this Agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY.

6. Indemnity. The CONTRACTOR agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONTRACTOR, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONTRACTOR's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONTRACTOR's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONTRACTOR and the CITY, or of the CONTRACTOR and a third party other than an officer, agent, subcontractor or employee of the CONTRACTOR, shall apply only to the extent of the negligence or willful misconduct of the CONTRACTOR.

7. Insurance. The CONTRACTOR shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars ($2,000,000) for bodily injury, including death, and property damage per occurrence.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the

CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named on all insurance as an additional insured. The CONTRACTOR shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONTRACTOR'S negligence, the CONTRACTOR'S insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONTRACTOR'S insurance. The certificate of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

8. CONTRACTOR'S Personnel Background. The CONTRACTOR understands that the work to be performed under this Agreement may involve CONTRACTOR'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The CONTRACTOR certifies that none of its personnel who will or may be given such access shall have:

A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or

B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or

C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or

D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

9. Records. The CONTRACTOR shall keep all records related to this Agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all

reasonable times during regular business hours of the CONTRACTOR. Upon request, the CONTRACTOR will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

10. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

11. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for and direction of the CONTRACTOR's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONTRACTOR shall report to and take any necessary direction from the Project Administrator.

12. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the CONTRACTOR and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

13. Termination. The CITY reserves the right to terminate this Agreement at any time upon fourteen (14) calendar days written notice to the CONTRACTOR. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the CONTRACTOR, a final payment shall be made to the CONTRACTOR for all services performed. No payment shall be made for any work completed after fourteen (14) calendar days following receipt by the CONTRACTOR of the notice to terminate. In the event that services of the CONTRACTOR are terminated by the CITY for fault on part of the CONTRACTOR, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONTRACTOR in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, the cost of the CITY of employing another person or firm to complete the work required, and the time which may be required to do so.

14. Non-Discrimination. The CONTRACTOR agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONTRACTOR understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONTRACTOR may be barred from performing any services for the CITY now or in the future.

15. Compliance and Governing Law. The CONTRACTOR shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

16. Subcontracting or Assignment. The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the CITY.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONTRACTOR for any breach of the Agreement by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it under the Agreement by the CITY. Waiver of any right or entitlement under this Agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation

shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. Taxes. The CONTRACTOR will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such

taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONTRACTOR.

20. City Business License. The CONTRACTOR has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this Agreement. The CONTRACTOR will maintain the business license in good standing throughout the term of this Agreement.

21. Entire Agreement. This Agreement represents the entire integrated Agreement between the CITY and the CONTRACTOR, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. The standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporated exhibit. Where conflicting language exists, the CITY's terms and conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR:

By:_____
Title:_____

CITY OF REDMOND:

By:_____
Title:_____
Date:_____

Approved by Department Manager:

_____

Approved by Risk Manager:

_____

EXHIBIT A

SCOPE OF WORK

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance $2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

EXHIBIT B

WORK SCHEDULE

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached recreation system generated report as part of Exhibit B.

EXHIBIT C
PAYMENT

For these services the City shall pay the Contractor at the rate based off total registration fees per participant as indicated below. Payable upon completion of the course.

☐ Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.
Contract Split = 75% - Contracting Organization/25% - City

☐ Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.
Contract Split Virtual Participants = 75% - Contracting Organization/25% - City
Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City

■ Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.
Contract Split = 65% - Contracting Organization/35% - City

☐ Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.
Contract Split = 70% - Contracting Organization/30% - City

☐ Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION
DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND
PROCEDURES
For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.

2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.

2. Meet all deadlines for marketing related information requested by the program administrator or coordinator.

3. Start and end activities on time and prepare accordingly.

4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.

5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.

6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.

7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.

8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.

9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.

10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances o rcomplaints.

11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.

12. Contractor or their employees may not speak to media without approval from the COR.

- Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
- If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

Communications Department. Please provide your Contract Administrator/ Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.

14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.

15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.

16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.

17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.

19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.

20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.

21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. PROGRAM CANCELATION: Individual activity minimums must be met five days prior to the scheduled activity, or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.

2. CONTRACT PERIOD: Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.

3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.

4. PROGRAM REGISTRATION: Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.

5. PURCHASING: Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.

6. REFUNDS: The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.

7. SNOW/INCLEMENT WEATHER: Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.

8. PHOTO/VIDEO RELEASE: City of Redmond has the right to take and utilize photos/ videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/ our group.

9. FORCE MAJEURE: Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR	**CITY OF REDMOND**
_____	_____
By:_____	**By:**_____
Title:_____	**Title:**_____
Date:_____	**Date:**_____