



## DONATION AGREEMENT

Name: [Amazon.com Services LLC](https://www.amazon.com)

Contact: Pearl H. Leung

Phone: 206-251-3937

Email: [phleung@amazon.com](mailto:phleung@amazon.com)

Address: See below.

Donation Amount: Cash \$ 2,500,000.00 [via EFT]

Instruction or purpose for donation, if desired:

Recognizing the importance of bicycle and pedestrian mobility to improving connectivity between downtown Bellevue and the Wilburton neighborhood and creating a more contiguous urban fabric, Amazon is pleased to provide a donation of \$2,500,000.00 to be utilized by the City during 2023-2024 budget cycle for the public purpose of advancing the concept and design of a non-motorized crossing over I-405 as part of the City's "Grand Connection" project (the "Project") to at least thirty percent (30%) design completion (the "Design Milestone") by December 31, 2024 (the "Donation"), unless otherwise agreed by the parties. The Donation is intended to complement and is contingent upon City funding for the Project at least equal to the amount of the Donation.

As a member of Bellevue's vibrant, diverse community where many of our employees reside, we are pleased to support a project that will reconnect the Downtown and Wilburton neighborhoods, provide better links to transit, and catalyze new opportunities for housing, public space, and employment in both areas.

*Donations over \$1,500 shall be considered complete upon acceptance by the City Manager or his/her designee and receipt of funds by the City. The City of Bellevue will make all reasonable efforts to fulfill the specific purpose as outlined above for this donation, but if the donation purposes are not feasible, substitutions for like purposes will be made. The donated funds will be managed and accounted for by the City in accordance with City of Bellevue Ordinance No. 4177 date October 12, 1990.*

*Additional terms and signatures on the following pages*

INTERNAL USE ONLY

Site/facility to make copy for donor & place completed form in the lockable deposit bag for routing

Cashier Name \_\_\_\_\_ Site/Location \_\_\_\_\_ Receipt# \_\_\_\_\_

1) Acceptance per Donation Policy:

Amounts \$1,500 to \$90,000 to Department Director/Designee:

Accept  Reject

\_\_\_\_\_

Department Director/Designee Signature

Date

Amounts over \$90,000 to City Manager:

Accept  Reject

\_\_\_\_\_

City Manager

Date

2) Route to Fiscal Manager:

Donations that were receipted for a specific purpose are in each department's Holding Donation Business Unit.

Please indicate new or existing account the funds were moved to \_\_\_\_\_

3) Route to Budget Division (Finance Director's Administrative Assistant)

Additional Notes:

- 1) Per Ordinance No. 4177, the City Manager or his designee is authorized to accept all monetary donations on behalf of the City with any limit. Additionally, a list summarizing donations received will be brought forward to the Council at least annually.
- 2) Per IRS Publication 526, contributions to the City of Bellevue for public purpose may be tax deductible. Potential donors should consult their tax advisors for further information. TAX ID 91-6007020

**Additional Terms to Donation Agreement**

This Donation Agreement (“Agreement”) is made by and between the undersigned donor (“Amazon”) and the undersigned entity (“you”) and sets out the terms on which Amazon agrees to donate the amount and manner described above (the “Donation”). Amazon will not be bound by, and specifically objects to, any terms or conditions which differ from or add to the terms in the underlying donation agreement and the additional terms below, including any terms included in materials you provide to Amazon.

**1. Representations.** By receiving this donation, you acknowledge that the City of Bellevue is not prohibited under applicable law or policy from receiving the donation and that the City is not aware of a conflict of interest or liability for Amazon created by this donation. Amazon is providing the donation without any expectation of favorable treatment or benefit.

**2. Donation Amount.** Amazon will pay you the donation stated above (the “Donation Amount”) for the public purpose stated above within 60 days following the later of (a) receipt of a fully executed Donation Agreement, or (b) Amazon’s receipt of a valid invoice from you for the Donation.

**3. Term and Termination.** This Agreement terminates when the parties have performed their obligations hereunder, unless terminated earlier pursuant to this Section 3. Either party may terminate this Agreement for convenience, either partially or in full, at any time, upon 20 days’ prior written notice to the other Party. If you elect not to pursue the Project, or you elect not to proceed on a timeline that would result in achievement of the Design Milestone by December 31, 2024 (unless otherwise agreed), and this Agreement is terminated thereafter, Amazon may request a refund of any portion of the Donation that remains unexpended at that time. Sections 1, 4, 5, 6, and 7 will survive any termination of this Agreement.

**4. Limitations of Liability.** Neither party will be liable to the other under any circumstances for (i) consequential, special, punitive, or indirect damages of any kind, or (ii) direct damages in excess of the Donation.

**5. Taxes.** You may charge and Amazon will pay applicable national, state, or local sales or use taxes or value added taxes that you are legally obligated to charge (“Taxes”), provided that such Taxes are stated on the original invoice that you provide to Amazon and your invoices state such Taxes separately and meet the requirements for a valid tax invoice. Amazon may deduct or withhold any taxes that Amazon may be legally obligated to deduct or withhold from any amounts payable to you under this Agreement, and payment to you as reduced by such deductions or withholdings will constitute full payment and settlement to you of amounts payable under this Donation Agreement. Throughout the term of this Donation Agreement, you will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

**6. Documentation.** Throughout the term of this Donation Agreement, you will provide Amazon with any forms, documents, or certifications as may be required for Amazon to verify that the Donation was applied to the costs of achieving the Design Milestone or (if a portion of the Donation has not been applied to such costs when the Design Milestone is reached) to the costs of further design, construction, feasibility, and delivery of the Project.

**7. Assignment.** Neither party may assign this Donation Agreement without the prior written consent of the other party, except that Amazon may assign this Agreement to an affiliate in connection with a reorganization, restructuring or any similar transaction. Subject to this limitation, this agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

Donor:

DocuSigned by:  
 Amazon.com Services LLC  
 By: Prasad Bajun  
F484CE60934D401...  
 Name: \_\_\_\_\_  
 Title: Authorized Representative  
 Date: \_\_\_\_\_

Address:  
 Amazon.com Services LLC  
 410 Terry Ave North  
 Seattle, WA 98109-5210  
 Facsimile: (206) 266-1813  
 Attention: GREF Legal

Donee:

DocuSigned by:  
 The City of Bellevue  
 By: Brad Miyake  
116F000950F7404...  
 Name: Brad Miyake  
 Title: City Manager  
 Date: \_\_\_\_\_

With a copy to:  
 Amazon.com, Inc.  
 410 Terry Ave North  
 Seattle, WA 98109-5210  
 Facsimile: (206) 266-7010  
 Attention: General Counsel

Address:  
 450 110<sup>th</sup> Avenue NE  
 Bellevue, WA 98004  
 Attention: City Manager