

CR# \_\_\_\_\_ Date: \_\_\_\_\_ PO # & Loc: \_\_\_\_\_



City of Bellevue  
 Finance Department - Procurement Services  
 450 110th Ave. NE. Bellevue, WA 98004

### Contract Routing Form

#### Current Contract Information:

**Contract Title:** Donation Agreement  
**Contract Description:** Amazon Donation for the Samma Senior Apartment affordable housing project.  
**Total Contract Value:** \$2,000,000.00  
**This Amendment Value:** \$0.00  
**Department:** Planning & Community Development - 592  
**Contract Manager:** Lindsay Masters  
**Contract Type:** Other  
**Contract Form:** Standard COB document with changes marked  
**Budget Expenditure:** No Budget Impact (Explain in Additional Comments)

<b>Grant Funded?</b> If yes, please attach/e-mail copy of grant.	No.
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**Maximo User:** No

#### Vendor Information:

**New Vendor?** Yes **COB License #:**  
**Vendor Name:** Amazon.com NV Investment Holdi... **UBI #:**  
**JDE Vendor Number:** **Contractor's Lic. #:** N/A  
**Independent Contractor?** Yes

#### Contract Term:

**Original Effective Date:** 09/14/2022 **End Date:** 10/31/2022  
**Subject To:** No Renewal

#### Council Approval:

Does this contract require council approval? No

Route:	Approvers Name or Designee	Signature	Date Signed
Vendor Contact Name:	<u>Alice Shobe</u>		
Procurement Services:	<u>Angela Carlson</u>	<small>DocuSigned by: Angela Carlson D6BDEA89744C4F0...</small>	9/14/2022
Information Technology:	Not Required		
Legal Reviewer:	<u>Brian Wendt</u>	<small>DocuSigned by: Brian Wendt 3A130CE57B5E78BE</small>	9/14/2022
Insurance Reviewed By:	<u>Pete Bourgeault</u>	<small>DocuSigned by: Pete Bourgeault 2F158A931AEED4...</small>	9/14/2022
Department Director:	<u>Brad Miyake</u>	<small>DocuSigned by: Brad Miyake 118F000950F7404...</small>	9/14/2022
Return To:	<u>Brian Wendt</u>		

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**Related Contract Information:**

Amendment/change order/renewal? No

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**Selection Method:**

Selection Method: Interlocal/MOU

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**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	Housing Fund	09/26/2022	997900999.367990.0000	\$2,000,000.00	No	\$2,000,000.00

**Additional Comments:**

Alice Shobe's email = ashobe@amazon.com



# DONATION AGREEMENT

Name: Amazon.com NV Investment Holdings LLC

Email: housing-equity-fund-loan-servicing@amazon.com

Donation Amount: Cash \$2,000,000.00 [EFT] Check \$ \_\_\_\_\_ Credit Card \$ \_\_\_\_\_ Non-monetary \$ \_\_\_\_\_

Instruction or purpose for donation, if desired: A donation of \$2,000,000.00 to be utilized by the City to provide the funds to Samma Senior Apartments LLC, a Washington limited liability company (the "Owner"), which will develop a housing development of seventy-six (76) units reserved for low income persons (the "Project").

*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.*

DocuSigned by:

9/14/2022

B1B27D9EED864BB...

Donor Signature

Date

### 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

DocuSigned by:  
  
116F000950F7404...

9/14/2022

\_\_\_\_\_  
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 donator (“**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 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 federal, state, or local laws, regulations, or rules, that would restrict or prohibit any activities described in this Agreement and that the City is not aware of any present or future 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**”) no later than September 26, 2022.

3. **Term and Termination.** This Agreement terminates when the parties have performed their obligations hereunder. Sections 1, 5, and 6, will survive any termination of this Agreement.

4. **Limitation 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 Agreement. Throughout the term of this 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. **Assignment.** Neither party may assign this 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.

7. **Recordation of the Affordable Housing Covenant.** Upon distribution of the Donation to the Project, you, shall take commercially reasonable efforts to cause the Owner to record an Affordable Housing Covenant in the records of King County, Washington that is mutually acceptable between Owner and Amazon.

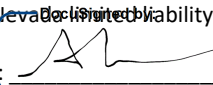
8. **Use of Donation.** In the event the City does not utilize the Donation for the Project for any reason, the City shall be permitted, upon prior written consent from Amazon, to provide the Donation to another owner of a similar project, so long as the following conditions are met: (i) the owner of the project must be a 501(c)(3) nonprofit organization; (ii) the entity must be in good standing in its state of formation; (iii) the Donation must be used for the sole purposes of acquiring, developing, constructing, or rehabilitating an affordable housing project in King County, Washington, which provides housing to tenants with annual income not in excess of fifty percent (50%) of the median income, adjusted for household size, as determined from time to time by the United States Department of Housing and Urban Development; and (iv) the owner must agree to record an affordable housing covenant in the records of King County, Washington, that is acceptable to Amazon, within thirty (30) days of receipt of the Donation.

9. **Conflicts.** None of the intentions described in this Agreement by the undersigned parties are pursued in furtherance of any forthcoming competitive procurement/solicitation.

*[Signature Page to Follow]*

**ACKNOWLEDGED AND AGREED:**

**Amazon.com NV Investment Holdings LLC,**  
a Nevada limited liability company

By:   
B1B27D9EED864BB...

Name: Alice Shobe

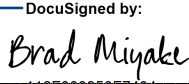
Title: Director, Amazon in the Community

Date: 9/14/2022

Address: c/o Amazon.com, Inc.  
Attention: Amazon in the Community  
410 Terry Avenue North  
Seattle, WA 98109-5210

Email: ashobe@amazon.com

**City of Bellevue**

DocuSigned by:  
  
By: 116F000950F7404...

Name: Brad Miyake

Title: City Manager

Date: 9/14/2022

Address: City of Bellevue  
450 100<sup>th</sup> Avenue NE  
Bellevue, WA 98004

Email: bmiyake@bellevuewa.gov