

**AGREEMENT FOR DONATION**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2020 between the City of Redmond, Washington ("the City"), a Washington municipal corporation, and WAVE Aquatics ("WAVE"), a 501(c)(3) Washington non-profit corporation, for the purposes herein mentioned.

WHEREAS, WAVE desires to donate one-hundred thousand dollars (\$100,000) to the City for use on the Redmond Pool Improvement Project, 17535 NE 104<sup>th</sup> Street, Redmond, WA, subject to certain terms and conditions; and

WHEREAS, Redmond Municipal Code Chapter 3.42, by Ordinance 2272, requires that all monetary and nonmonetary donations with a value greater than ten thousand dollars (\$10,000) must be approved by the City Council before acceptance; and

WHEREAS, the City expresses appreciation to WAVE for its generosity and desires to accept the monetary donation and has authorized acceptance as required by RCW 35.21.100, now, therefore,

THE UNDERSIGNED PARTIES agree as follows:

**1.     Donation.** In fall 2020, the City anticipates completing phase II of a capital improvement project for ADA upgrades and remodeling for the Redmond Pool, located at 17535 NE 104th Street, Redmond, WA. WAVE agrees to donate the sum of one-hundred thousand dollars (\$100,000) to the City, at no cost to the City, for the Redmond Pool Improvement Project, subject to the terms and conditions set forth herein. All donated funds shall be used on the Redmond Pool project for expenses incurred in the improvement project, which shall remain the property of the City.

**2.     Time of Completion.** By mutual consent of both parties, WAVE agrees to donate to the City the sum of one-hundred thousand dollars (\$100,000) on the following payment schedule: \$50,000 (50%) shall be due to the City by 10/30/2020, \$25,000 (25%) shall be due to the City by 3/30/2021, and the remaining \$25,000 (25%) shall be due to the City by 6/30/2021.

**3.     Indemnity.** WAVE shall release, protect, save harmless, indemnify, and defend, at its own expense, the City, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments or awards of damages of any kind (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts, errors, or omissions of WAVE, its officers, employees, contractors, subcontractors, agents, and volunteers in performing this Agreement. No liability shall be attached to either party by reason of entering into this Agreement except as expressly provided herein.

**4.     Notices.** Notices required by this Agreement shall be given to the parties at the following addresses:

To the City:  
Angela Birney, Mayor  
City of Redmond  
PO Box 97010  
Redmond, WA 98073  
(425) 556-2101  
[abirney@redmond.gov](mailto:abirney@redmond.gov)

To WAVE:  
Kfir Ami-ad  
WAVE Aquatics Board Manager  
PO Box 2953  
Kirkland, WA 98083  
(425) 883-4434  
[Kfir.Ami-ad@waveaquaticsboard.org](mailto:Kfir.Ami-ad@waveaquaticsboard.org)

5. **Amendment.** This Agreement may be amended only by a written instrument signed by both parties.

6. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties regarding the donation of one-hundred thousand dollars (\$100,000) for Redmond Pool Improvements.

**WAVE AQUATICS:**

**CITY OF REDMOND:**

\_\_\_\_\_  
By: Kfir Ami-ad  
Title: Board Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Angela Birney, Mayor  
Date: \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
City Clerk, City of Redmond

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney