

Ordinance No. 119696

Council Bill No. 112905

AN ORDINANCE relating to the Seattle Center Department, authorizing the execution of a Memorandum of Understanding with SSI Sports, Inc. ("SSI") regarding the use of KeyArena for the playing of Women's National Basketball Association ("WNBA") games.

CF No. \_\_\_\_\_

Date Introduced:	SEP 20 1999	
Date 1st Referred:	SEP 20 1999	To: (committee) CULTURE, ARTS & PARKS
Date Re - Referred:		To: (committee)
Date Re - Referred:		To: (committee)
Date of Final Passage:	10-11-99	Full Council Vote: 9-0
Date Presented to Mayor:	10-13-99	Date Approved: 10/19/99
Date Returned to City Clerk:	10/19/99	Date Published: 2 P.P. T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:		Date Veto Published:
Date Passed Over Veto:		Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: \_\_\_\_\_

### Committee Action

pass 1-0 9/22/99 (CH)  
10-4-99 Hold one week  
10-11-99 Full Council Passed

This file is complete and ready for presentation to Full Council. Co

*Law Department*

Law Dept. Review

OMP  
Review

City Clerk  
Review

**The City of Seattle - Legislative Department**

Council Bill/Ordinance sponsored by: LICATA  
Councilmember

**Committee Action:**

pass 1-0 9/22/99 (UH)  
10-4-99 Hold one week 8-0 (E)  
10-11-99 Full Council Passed As Amended 9-0

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_  
(initial/date)

*Law Department*

Law Dept. Review

OMP  
Review

City Clerk  
Review

Electronic  
Copy Loaded

Indexed

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



ORDINANCE 119696

AN ORDINANCE relating to the Seattle Center Department, authorizing the execution of a Memorandum of Understanding with SSI Sports, Inc. ("SSI") regarding the use of KeyArena for the playing of Women's National Basketball Association ("WNBA") games.

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director is authorized to execute, for and on behalf of The City of Seattle, a Memorandum of Understanding with SSI Sports, Inc. ("SSI") substantially in the form of the agreement attached hereto, and identified as "MEMORANDUM OF UNDERSTANDING BETWEEN SSI SPORTS, INC. & THE CITY OF SEATTLE" regarding the use of KeyArena for the playing of Women's National Basketball Association ("WNBA") games beginning in 2000.

Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

1 Passed by the City Council the 11<sup>th</sup> day of October, 1999, and signed by  
2 me in open session in authentication of its passage this 11<sup>th</sup> day of October, 1999.

3   
4 President of the City Council

5 Approved by me this 19<sup>th</sup> day of October, 1999.

6   
7 Paul Schell, Mayor

8 Filed by me this 19 day of October, 19 99.

9  
10  
11 City Clerk

12 (SEAL)

13  
14  
15  
16  
17  
18 ATTACHMENT

19 MEMORANDUM OF UNDERSTANDING BETWEEN SSI SPORTS, INC. & THE CITY  
20 OF SEATTLE  
21

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN SSI SPORTS, INC. & THE CITY OF SEATTLE**

**FOR: THE PLAYING OF AN EXPANSION WNBA BASKETBALL TEAM IN  
KEYARENA BEGINNING JUNE 2000**

This non-binding Memorandum of Understanding ("MOU") is intended to express the parties' understanding of the basic concepts which may be incorporated into a agreement between SSI Sports, Inc. ("SSI") and the City of Seattle ("City") for use of the KeyArena for the playing of Women's National Basketball Association ("WNBA") games commencing June 2000.

**CONTRACT TERM**

Term: The agreement shall be for three years commencing January 1, 2000, and ending December 31, 2002.

**FEES AND OTHER PAYMENTS**

1. License Fee: SSI shall pay the City the following license fee for each pre-season, regular and post-season game played at the KeyArena, which is designed to cover Seattle Center's costs of staging a WNBA game:

<u>Attendance*</u>	<u>License Fee</u>
0-4499	\$ 11,500
4500-7999	\$ 12,500
8000-10,999	\$ 13,500
11,000-capacity	\$ 14,500

\*Attendance is based on drop count, not including suites. The drop count is the actual number of tickets that are taken at any event.

At the conclusion of each season of play, the Seattle Center shall determine its actual costs of staging a WNBA game. If Seattle Center's actual expenses, as calculated solely by Seattle Center Director, are less than the License Fees outlined above, 60% of the amount of the savings will be rebated to SSI. If the actual expenses exceed the amounts stated above due to wage or cost of living increases, SSI shall remit the additional amount to the City.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

The License Fee includes the following services (for basketball set-up only): Event Service Representative time; police (for crowd control); admissions personnel; stage personnel; sound personnel; and cleaning staff.

The License fee does not include scoreboard operators; any additional staffing required for television broadcasts; use of the KeyArena for special parties or catered events and associated staff; or staff required for any pre- or post-game activities beyond the normal game activities. Normal game activities include load-in and set-up of basketball configuration, playing of the game, including half-time activities and tear-down and removal of basketball equipment. In addition, any staff required for installation and/or removal of the upper bowl curtain/shroud system; scorers; police needed for player, coach, bench or courtside security purposes; ticket sellers; game officials and other similar staffing needs shall be provided or paid for by SSI.

2. Percentage Fee: In addition to the License Fee, when gross ticket sales (not including admission taxes) exceed \$1,250,000 for any season, the City shall receive 10% of all gross ticket sales in excess of that amount. As an example, if gross ticket sales for a season total \$1,500,000, Seattle Center will be entitled to an additional fee of 10% of \$250,000 or \$25,000 for that season. For definitional purposes, a season consists of all pre-season, regular season and post-season home games.

3. Capital Improvements: SSI shall purchase and pay for installation of a curtaining or seat shroud system for the KeyArena upper bowl area. Seattle Center and SSI will mutually agree upon the type and design of this system. The intent of this system is to mask the upper bowl during WNBA events when the attendance does not warrant the use of the upper bowl. Seattle Center shall have full use of the curtaining system for other events held in the KeyArena at no cost to the City.

4. Concessions: SSI shall have the exclusive right to sell concessions inside the KeyArena during WNBA basketball games and shall retain all revenue therefrom.

5. Merchandise: SSI shall have the exclusive right to sell merchandise inside the KeyArena during WNBA basketball games and shall retain all revenue therefrom.

6. Parking: Seattle Center shall retain all revenues from parking on WNBA home game dates. A mutually agreed-upon number of spaces will be reserved in the First Avenue North garage for use by SSI/WNBA staff on each home game date. All parking spaces provided will be billed to and paid for by SSI at prevailing Seattle Center public rates.

7. Advertising: SSI will retain all rights to and income from WNBA advertising inside the KeyArena including signage, scoreboard, radio and television. All advertising, including but not limited to print, media, signage, brochures, tickets and

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



logo advertising, home game locations shall include the words "KeyArena at Seattle Center".

#### OPERATION AND CONTROL OF KEYARENA

The City shall at all times exercise overall supervision and control of the KeyArena and all Seattle Center parking. The City and SSI will endeavor to jointly develop operating standards for the play of WNBA Basketball in the KeyArena in an effort to set high levels of customer service while also controlling game operation costs; provided, however, that in case of any disagreement pertaining to operational issues, the decision of the Seattle Center Director shall be final.

#### SCHEDULING OF WNBA HOME GAMES

All home games of the WNBA Seattle franchise shall be played in the KeyArena, unless both parties agree that a game may be played elsewhere. It is understood and agreed that the scheduling of WNBA games shall be consistent with Attachment "A", but shall not preempt the use of KeyArena Champions on Ice (May/June), Women of Faith (August/ September), and Ringling Brothers Circus (September). It is further understood and agreed that the scheduling of WNBA games shall be subject to the mutual agreement of One Reel (Bumbershoot), the WNB, SSI and the Seattle Center on sharing the four days that make up the Labor Day Weekend.

#### TICKETING

All ticketing responsibilities, including but not limited to all season, group, individual, day of event and advance ticket sales shall be the responsibility of SSI. SSI shall submit a certified box office statement within 30 days of each home game to Seattle Center for accounting purposes.

#### OTHER ISSUES

1. Basketball Floor: The WNBA may use either the "Sonics" basketball floor or the "Mercer Arena" basketball floor (also known as the "Reign Floor"). All costs associated with re-painting and preparing either floor, as well as any changes needed to accommodate the accompanying baskets, courtside seating, etc., for WNBA purposes shall be the sole responsibility of SSI. Regardless of the floor used for any WNBA home games, the words "KeyArena at Seattle Center" shall be prominently displayed in a television-viewable location on the floor.

2. Cancellation of Home Games: SSI shall pay the City a fee of \$5000 for each pre-season and regular season game cancelled with less than 60 days notice to the City. If Seattle Center is thereafter able to provide a replacement event at KeyArena

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

for any such cancelled WNBA home game date, the \$5000 fee will be reduced by the amount of net revenue actually received by Seattle Center from any such replacement event, but in no event shall the credit exceed \$5000.

3. In addition, SSI will deposit \$100,000 with the City prior to the beginning of each season. For each WNBA game played in that season, SSI shall receive a credit of \$5000 (not to exceed \$80,000 in any one season). At the end of the season, the residual amount from the \$100,000 shall remain with the City of Seattle, and accrue to the Key Arena Building Fund. *plus interest*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

THE CITY OF SEATTLE

SSI SPORTS, INC.

By \_\_\_\_\_  
Virginia Anderson  
Director, Seattle Center

By \_\_\_\_\_

September 15, 1999

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.





## ATTACHMENT A

### NBA "Rules"

41 regular season games  
First weekend in November  
through third weekend in April  
(24 weekends total)

50 non-consecutive dates  
No gaps greater than 7 days  
20 additional dates, including  
4 Mondays  
Of the 70: 15 Fridays, 15 Saturdays  
(No more than 10 consecutive)

Pre-season games negotiated on a  
date-by-date basis separate from  
the above process

Post-season dates held as per  
NBA request (dates held in same  
pattern as previous year until NBA  
request received)

Dates offered by January 1  
Schedule finalized by July 15

### WNBA Equivalent

16 regular season games  
Current regular season understood to  
run from second Tuesday in June  
through last Saturday in August  
(10 weekends total)

20 non-consecutive dates  
No gaps greater than 7 days  
8 additional dates, including  
2 Mondays  
Of the 28: 6 Fridays, 6 Saturdays  
(No more than 4 consecutive)

Pre-season games negotiated on a  
date-by-date basis separate from  
the above process

Post-season dates held from end of  
regular season through first weekend  
in September, except for Labor Day  
weekend / Bumbershoot use

Dates to be offered by October 1  
Schedule to be finalized by March 1

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

11-Oct-99





September 13, 1999

The Honorable Sue Donaldson, President  
Seattle City Council  
1100 Municipal Building  
Seattle, Washington 98104

Via: Mayor's Office

Attention: Dwight Dively, Director, Executive Services Department

Subject: WNBA MEMORANDUM OF UNDERSTANDING

Dear Councilmember Donaldson:

The attached legislation authorizes execution of a Memorandum of Understanding (MOU) between SSI Sports, Inc. and the City of Seattle regarding the use of KeyArena for the playing of Women's National Basketball Association (WNBA) games.

The non-binding MOU is intended to express the parties' understanding of the basic concepts which may be incorporated in a subsequent agreement. We are coming to the City Council at this time to meet the WNBA's requirement that by October 15 each new franchise has obtained 5,500 season ticket deposits and has reached an understanding on the basic terms of a three-year agreement. We will return to the City Council at a later date with a proposed agreement.

The City of Seattle has been granted an expansion WNBA franchise to begin play in KeyArena in the summer of 2000, contingent on meeting certain league requirements, including 5,500 season ticket deposits. The franchise is owned by SSI Sports, Inc., the owners of the Seattle SuperSonics. The WNBA season runs from June to September.

The terms included in the MOU are consistent with the philosophy of past agreements with start-up sports ventures, including the Seattle Thunderbirds (hockey), the Seattle Seadogs (indoor soccer) and the Seattle Reign (women's professional basketball). The goals of these previous agreements were:

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.





The Honorable Sue Donaldson  
September 13, 1999  
Page 2

- to encourage the establishment of new ventures in City-owned and operated facilities;
- to provide new attractions for the enjoyment of the public;
- to cover the City's costs;
- to provide the City the opportunity to share in the success of the new venture.

This philosophy recognizes that a start-up venture involves significant financial investment and risk on the part of team owners. The risk inherent in new sports ventures is underscored by the fact that two of the three start-up teams listed above went out of business within three years.

A WNBA franchise would also provide sixteen (16) guaranteed event dates in KeyArena during the summer months, which is a slower time of the year for KeyArena bookings. Each game would employ approximately 80 City workers, including admissions personnel and laborers.

The key provisions of the proposed MOU are as follows:

- three-year term;
- use fee set to cover the City's costs, with a minimum use fee of \$11,500 per game for attendance up to 4,500, with the fee increasing by another \$1,000 per game at the following attendance increments: 4,500, 8,000, and 11,000;
- if the City's actual expenses exceed the amount paid in use fees due to cost of living increases, SSI, Inc. pays the difference; if the use fees are more than the actual expenses, SSI receives 60% of the amount that the fees exceeded actual expenses;
- the City receives 10% of gross ticket sales (less admissions taxes) above \$1,250,000 for any season;
- SSI pays a \$5,000 fee for cancellation of any scheduled WNBA home game with less than 60 days notice to the City; if Seattle Center is able to book a replacement event for such date, the \$5,000 fee will be reduced by the net revenue actually received by Seattle Center for the replacement event (up to a maximum credit of \$5,000/date). (Note: If a WNBA game is cancelled, the City would not incur the staffing costs (i.e., admissions personnel, clean-up costs, building turnover) which the \$11,500 use fee is intended to cover.)
- SSI pays for the purchase and installation of a curtaining or seat shroud system for the upper bowl of KeyArena for use when upper bowl seating is not being used for WNBA games; the type of system is subject to approval

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

The Honorable Sue Donaldson  
September 13, 1999  
Page 3

of the City and Seattle Center shall have full use of it for other events at no cost to the City;

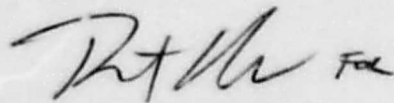
- SSI retains all concession, merchandise, and advertising revenue for WNBA games;
- City retains all parking revenue from WNBA games.

There is one issue on which we have yet to reach agreement with SSI. This issue concerns the use of KeyArena over the Labor Day weekend. The WNBA, and their television contract with NBC, requires that all teams reserve the Thursday, Saturday, and Sunday of Labor Day weekend for potential championship round play-off games. Bumbershoot has the rights to use KeyArena over the Labor Day weekend. This is not an issue in 2000, because the Olympics alter the dates of the 2000 WNBA season, but it is an issue in 2001 and 2002. Bumbershoot, Seattle Center, and SSI have had extensive discussions to try and resolve this issue. However, this issue remains unresolved.

Once the City and SSI have executed an MOU and SSI has met the WNBA's requirements for season ticket deposits, Seattle Center and SSI will commence negotiations on an agreement, which will be subject to the approval of the City Council.

The Seattle Reign demonstrated that there is strong support for women's professional basketball in this community. I am excited by the opportunity to build on the foundation created by the Reign with a WNBA franchise playing in KeyArena. I recommend your approval of the attached legislation. If you would like any additional information regarding the proposed WNBA MOU, please call John Rhamstine at 684-7334 or call Kym Allen at 684-7111.

Sincerely,



Virginia Anderson  
Director

cc: Terry McLaughlin, Full House Sports and Entertainment

Attachments

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.





## ORDINANCE \_\_\_\_\_

AN ORDINANCE relating to the Seattle Center Department, authorizing the execution of a Memorandum of Understanding with SSI Sports, Inc. ("SSI") regarding the use of KeyArena for the playing of Women's National Basketball Association ("WNBA") games.

### BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director is authorized to execute, for and on behalf of The City of Seattle, a Memorandum of Understanding with SSI Sports, Inc. ("SSI") substantially in the form of agreement attached hereto, or with such additions, modifications or deletions as the Mayor or said Director deems to be in the best interests of the City, and identified as "MEMORANDUM OF UNDERSTANDING BETWEEN SSI SPORTS, INC. & THE CITY OF SEATTLE" regarding the use of KeyArena for the playing of Women's National Basketball Association ("WNBA") games beginning in 2000.

Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.



1 Passed by the City Council the \_\_\_\_ day of \_\_\_\_, 1999, and signed by  
2 me in open session in authentication of its passage this \_\_\_\_ day of \_\_\_\_, 1999.

3  
4 \_\_\_\_\_  
President of the City Council

5 Approved by me this \_\_\_\_ day of \_\_\_\_, 1999.

6  
7 \_\_\_\_\_  
Paul Schell, Mayor

8  
9 Filed by me this \_\_\_\_ day of \_\_\_\_, 19\_\_.

10  
11 \_\_\_\_\_  
City Clerk

12 (SEAL)

13  
14  
15  
16  
17  
18 ATTACHMENT

19 MEMORANDUM OF UNDERSTANDING BETWEEN SSI SPORTS, INC. & THE CITY  
20 OF SEATTLE  
21

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.





**MEMORANDUM OF UNDERSTANDING  
BETWEEN SSI SPORTS, INC. & THE CITY OF SEATTLE**

**FOR: THE PLAYING OF AN EXPANSION WNBA BASKETBALL TEAM IN  
KEYARENA BEGINNING JUNE 2000**

This non-binding Memorandum of Understanding ("MOU") is intended to express the parties' understanding of the basic concepts which may be incorporated into a agreement between SSI Sports, Inc. ("SSI") and the City of Seattle ("City") for use of the KeyArena for the playing of Women's National Basketball Association ("WNBA") games commencing June 2000.

**CONTRACT TERM**

Term: The agreement shall be for three years commencing January 1, 2000, and ending December 31, 2002.

**FEES AND OTHER PAYMENTS**

1. License Fee: SSI shall pay the City the following license fee for each pre-season, regular and post-season game played at the KeyArena, which is designed to cover Seattle Center's costs of staging a WNBA game:

<u>Attendance*</u>	<u>License Fee</u>
0-4499	\$ 11,500
4500-7999	\$ 12,500
8000-10,999	\$ 13,500
11,000-capacity	\$ 14,500

\*Attendance is based on drop count, not including suites. The drop count is the actual number of tickets that are taken at any event.

At the conclusion of each season of play, the Seattle Center shall determine its actual costs of staging a WNBA game. If Seattle Center's actual expenses, as calculated solely by Seattle Center Director, are less than the License Fees outlined above, 60% of the amount of the savings will be rebated to SSI. If the actual

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

expenses exceed the amounts stated above due to wage or cost of living increases, SSI shall remit the additional amount to the City.

The License Fee includes the following services (for basketball set-up only): Event Service Representative time; police (for crowd control); admissions personnel; stage personnel; sound personnel; and cleaning staff.

The License fee does not include scoreboard operators; any additional staffing required for television broadcasts; use of the KeyArena for special parties or catered events and associated staff; or staff required for any pre- or post-game activities beyond the normal game activities. Normal game activities include load-in and set-up of basketball configuration, playing of the game, including half-time activities and tear-down and removal of basketball equipment. In addition, any staff required for installation and/or removal of the upper bowl curtain/shroud system; scorers; police needed for player, coach, bench or courtside security purposes; ticket sellers; game officials and other similar staffing needs shall be provided or paid for by SSI.

2. Percentage Fee: In addition to the License Fee, when gross ticket sales (not including admission taxes) exceed \$1,250,000 for any season, the City shall receive 10% of all gross ticket sales in excess of that amount. As an example, if gross ticket sales for a season total \$1,500,000, Seattle Center will be entitled to an additional fee of 10% of \$250,000 or \$25,000 for that season. For definitional purposes, a season consists of all pre-season, regular season and post-season home games.

3. Capital Improvements: SSI shall purchase and pay for installation of a curtaining or seat shroud system for the KeyArena upper bowl area. Seattle Center and SSI will mutually agree upon the type and design of this system. The intent of this system is to mask the upper bowl during WNBA events when the attendance does not warrant the use of the upper bowl. Seattle Center shall have full use of the curtaining system for other events held in the KeyArena at no cost to the City.

4. Concessions: SSI shall have the exclusive right to sell concessions inside the KeyArena during WNBA basketball games and shall retain all revenue therefrom.

5. Merchandise: SSI shall have the exclusive right to sell merchandise inside the KeyArena during WNBA basketball games and shall retain all revenue therefrom.

6. Parking: Seattle Center shall retain all revenues from parking on WNBA home game dates. A mutually agreed-upon number of spaces will be reserved in the First Avenue North garage for use by SSI/WNBA staff on each home game date. All

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.





parking spaces provided will be billed to and paid for by SSI at prevailing Seattle Center public rates.

7. Advertising: SSI will retain all rights to and income from WNBA advertising inside the KeyArena including signage, scoreboard, radio and television. All advertising, including but not limited to print, media, signage, brochures, tickets and logo advertising, home game locations shall include the words "KeyArena at Seattle Center".

#### OPERATION AND CONTROL OF KEYARENA

The City shall at all times exercise overall supervision and control of the KeyArena and all Seattle Center parking. The City and SSI will endeavor to jointly develop operating standards for the play of WNBA Basketball in the KeyArena in an effort to set high levels of customer service while also controlling game operation costs; provided, however, that in case of any disagreement pertaining to operational issues, the decision of the Seattle Center Director shall be final.

#### SCHEDULING OF WNBA HOME GAMES

All home games of the WNBA Seattle franchise shall be played in the KeyArena, unless both parties agree that a game may be played elsewhere. It is understood and agreed that the scheduling of WNBA games shall be subject to and shall not preempt the use of KeyArena by established licensees of that facility. Such licensees include Champions on Ice (May/June), Women of Faith (August/September), Bumbershoot (Labor Day weekend) and Ringling Brothers Circus (September).

#### TICKETING

All ticketing responsibilities, including but not limited to all season, group, individual, day of event and advance ticket sales shall be the responsibility of SSI. SSI shall submit a certified box office statement within 30 days of each home game to Seattle Center for accounting purposes.

#### OTHER ISSUES

1. Basketball Floor: The WNBA may use either the "Sonics" basketball floor or the "Mercer Arena" basketball floor (also known as the "Reign Floor"). All costs associated with re-painting and preparing either floor, as well as any changes needed to accommodate the accompanying baskets, courtside seating, etc., for WNBA

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

purposes shall be the sole responsibility of SSI. Regardless of the floor used for any WNBA home games, the words "KeyArena at Seattle Center" shall be prominently displayed in a television-viewable location on the floor.

2. Cancellation of Home Games: SSI shall pay the City a fee of \$5000 for each pre-season and regular season game cancelled with less than 60 days notice to the City. If Seattle Center is thereafter able to provide a replacement event at KeyArena for any such cancelled WNBA home game date, the \$5000 fee will be reduced by the amount of net revenue actually received by Seattle Center from any such replacement event, but in no event shall the credit exceed \$5000.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

THE CITY OF SEATTLE

SSI SPORTS, INC.

By \_\_\_\_\_  
Virginia Anderson  
Director, Seattle Center

By \_\_\_\_\_

September 15, 1999

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.





**STATE OF WASHINGTON - KING COUNTY**

111570  
City of Seattle, City Clerk

—ss.

No. ORDINANCE TI

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:OT 119695-697, 699

was published on

11/01/99

The amount of the fee charged for the foregoing publication is the sum of \$ \_\_\_\_\_, which amount has been paid in full.

Subscribed and sworn to before me on

11/01/99

Notary Public for the State of Washington,  
residing in Seattle

Affidavit of Publication

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

## City of Seattle

### TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on October 11, 1999, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 626-2644.

#### ORDINANCE NO. 119695

AN ORDINANCE relating to the Police Department; authorizing a supplemental agreement in the amount of Seventeen Thousand Four Hundred Ninety Eight Dollars (\$17,498) with the Office of Community Oriented Policing Services, United States Department of Justice for additional financial assistance through the School-Based Partnership Program to enhance the Seattle Police Department's current school-based partnership project at Garfield High School and to extend the original grant period; accepting the money when received; increasing the 1999 Budget of the Police Department by making a reimbursable appropriation, and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

#### ORDINANCE NO. 119696

AN ORDINANCE relating to the Seattle Center Department, authorizing the execution of a Memorandum of Understanding with SSI Sports, Inc. ("SSI") regarding the use of Key Arena for the playing of Women's National Basketball Association ("WNBA") games.

#### ORDINANCE NO. 119697

AN ORDINANCE relating to land use and zoning, amending Ordinance 119467 by clarifying the process for applying for a special exception and extending the moratorium on signs displaying animation or rapidly changing images or messages until December 1, 2000.

#### ORDINANCE NO. 119698

AN ORDINANCE relating to the Police Department; authorizing the execution of an agreement with the United States Department of Justice for financial assistance through the School-Based Partnership Program to support problem solving efforts designed to specifically address truancy at Rainier Beach High School; accepting the money when received; increasing the 1999 Budget of the Police Department by making a reimbursable appropriation; all by a three-fourths vote of the City Council.

#### ORDINANCE NO. 119700

AN ORDINANCE relating to the Police Department; accepting funds from the Advancing Community Policing Grant Program, United States Department of Justice; increasing the 1999 Budget of the Police Department by making a reimbursable appropriation, and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

Publication ordered by JUDITH PIP-PIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, November 1, 1999. 11/1(11970)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.



TIME A. DATE STAMP

9/10/99

**SPONSORSHIP**

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY  
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

*Neil Luster*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**FOR CITY COUNCIL PRESIDENT USE ONLY**

COMMITTEE(S) REFERRED TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRESIDENT'S SIGNATURE



C. S. 20.28

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.