

ORDINANCE NO. 2462

1  
2 AN ORDINANCE relating to the King County  
3 Multi-purpose Stadium: Authorizing the  
4 King County Executive to enter into a  
5 contract for the design, financing,  
6 construction and purchase of the scoring  
7 and information system.

8 WHEREAS, the King County Council passed Motion 1810 on  
9 November 18, 1974, which authorized the County Executive to  
10 prepare the documents necessary to obtain bid proposals to  
11 design, construct and sell advertising for the scoring and  
12 information system at the King County Stadium, and

13 WHEREAS, the County Executive, pursuant to said Motion,  
14 directed that bid documents be prepared, and

15 WHEREAS, the advertisement for bids was published in late  
16 November, 1974, and the bid opening was February 18, 1975, and

17 WHEREAS, bid proposals were submitted by Ad-Art Incorporated,  
18 Conrac Corporation, and American Sign and Indicator, and

19 WHEREAS, the County Executive has stated his intention to  
20 enter into a contract with Conrac Corporation for the design,  
21 financing, construction and purchase of the scoring and information  
22 system.

23 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

24 The execution by the County Executive of the contract  
25 between King County and Conrac Corporation relating to the design,  
26 financing, construction and purchase of the scoring and information  
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1 system at the stadium, a copy of which contract is attached  
2 hereto and by this reference made a part hereof, is hereby  
3 approved.

4 INTRODUCED and read for the first time this 21<sup>st</sup> day of  
5 July, 1975.

6 PASSED this 4<sup>th</sup> day of August, 1975.

7  
8 KING COUNTY COUNCIL  
9 KING COUNTY, WASHINGTON

10 Bill Keams  
11 Chairman

12 ATTEST:

13  
14 Dorothy M. Quinn  
15 Clerk of the Council

16 APPROVED this 4<sup>th</sup> day of August, 1975.

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18 W. J. Bellman  
19 King County Executive

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BID PROPOSAL

FOR

SCORING AND INFORMATION SYSTEM

(Design, Finance, Construct and Sell)

(Basic Bid No. 1)

at

KING COUNTY STADIUM

SEATTLE, WASHINGTON

TO: King County Bid Board  
Room 600  
King County Courthouse  
Seattle, Washington 98104

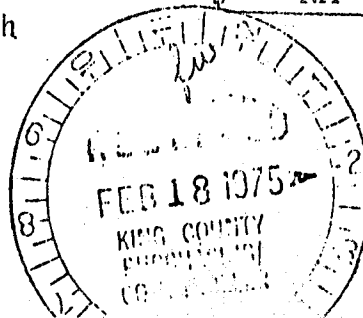
Pursuant to and in strict compliance with your Contract Documents, including but without limiting the generality of the foregoing, your Advertisement for Proposal for the Scoring and Information System for the King County Stadium and Instructions to Bidders, the undersigned hereby proposes if this bid be accepted within the time limits stated in the Contract Documents to make all necessary financial and other arrangements to furnish all labor, equipment and materials and to perform all work and services for the design, construction and installation of the Scoring and Information System and the items set forth under Paragraph B, UNIT PRICES, for

the King County Stadium in strict accordance with the Contract Documents, to do all other things as required by the terms of the contracts bound in the Contract Documents, and to sell the Scoring and Information System on the following basis:

A. CONSTRUCTION: For the base bid as defined above, to design, finance, construct and sell the Scoring and Information System, the sum of \$ Two million nine hundred ten thousand five hundred and forty four. Dollars (\$2,910,544.), including tax and interim financing, which sum is hereby designated as the "Construction Cost."

B. UNIT PRICES: Includes tax and interim financing.

<u>No. of Units Desired</u>	<u>Equipment Description</u>	<u>Each</u>	<u>Total</u>
4	Color television cameras	\$ 67,188	\$ 268,752
2	9" Black and white dual monitors	\$ 491	\$ 1,964
1	Vidifont w/6000 storage position memory tape bank (Char. Gen. per Prop. 2-032)	\$ 8,761	\$ 8,761
1	Program video color monitor	\$ 2,319	\$ 2,319
1	Waveform monitor	\$ 2,857	\$ 2,857
1	Signal monitor input selector	\$ NA	\$ NA
3	Video tape recorders	\$ 115,812	\$ 347,436
4	9" Black and white dual monitors for VTR's with spare for each	\$ NA	\$ NA

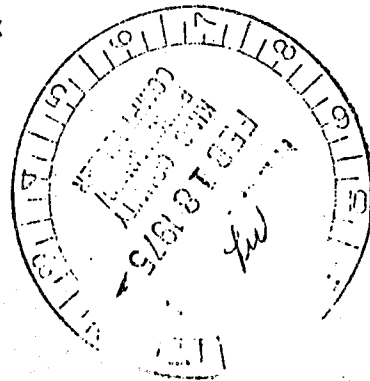


DesiredDescription

1	Program switcher	\$ 27,307	\$ 27,307
1	9" Black and white dual monitor for effects 1 & 2 of program switcher	\$ NA	\$ NA
1	Slow-motion disc complete	\$ 115,927	\$ 115,927
1	Preview video color monitor	\$ 2,319	\$ 2,319
1	Link encoder	\$ 1,094	\$ 1,094
1	Vectorscope	\$ 3,975	\$ 3,975
1	Test signal generator	\$ 3,544	\$ 3,544
1	9" Black and white dual monitor for slo-mo disc and vidifont	\$ 509	\$ 509
1	Large screen color television projector to be used for video projection	\$ 335,907	\$ 335,907
1	Front Projection Screen - maximum size - 49'+ H x 65'+ W OR Rear projection screen - minimum size - 30'H x 40'W	\$ 8,767	\$ 8,767
1	Audio Board	\$ 4,839	\$ 4,839
1	"Film-Chain" complete consisting of two (2) 16 mm film projectors, one (1) dual 35 mm slide projector color camera and multiplex unit	\$ 92,640	\$ 92,640

Two (2) year Maintenance Agreement

\$ 69,943/v



- C. TAX-FREE INTEREST: In compliance with the Contract Documents, the undersigned hereby offers and agrees that if this bid be accepted within the time and in the manner therein provided, to insert in the Scoring and Information System Purchase Contract a tax-free interest rate of Eight and sixty-five hundredths per cent (8.65 %) per annum computed on the diminishing principal balance.
- D. SALE OF ADVERTISING: The undersigned further agrees if requested to sell advertising as defined by the Contract Documents and for so doing requires that Fifteen per cent (15 %) of the gross advertising revenue per annum be paid to the undersigned as a commission.
- E. CONTRACT AND BONDS: If the undersigned be notified of the acceptance of this bid within ninety (90) days after the date set for the opening thereof or at any time thereafter before this proposal is withdrawn, he agrees to execute all required contracts and to furnish all bonds in form stipulated by the Contract Documents and to complete all requirements of same for compensation computed in the sums named herein above.
- F. BID BONDS: The undersigned agrees that the



bid bonds accompanying this proposal are left in escrow with King County, that the amount of the bonds are the measure of damages that King County will sustain by failure of the undersigned to deliver said contracts and bonds in accordance with the Contract Documents and that the bid bonds shall remain in full effect should he so fail. But if this proposal is not accepted or if the undersigned delivers said contracts and bonds as instructed, then the bid bonds shall become void.

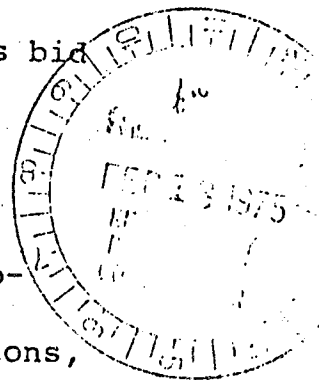
G. SUBMITTALS: The undersigned submits with this bid proposal the following:

(1) Presentation drawings and written specifications to fully describe the proposed installation identifying and listing all components of the Scoring and Information System, in accordance with the performance specifications, defining materials and construction methods, operational features and similar pertinent information sufficient for the owner to evaluate the proposal and compare it with other proposals;

(2) Supporting data and evidence of the bidder's qualifications as specified in paragraph 9 of the Instructions to Bidders;

(3) Analysis of site lines and visibility considerations pertaining to the Scoring and Information System to establish the adequacy of the proposed configuration as an effective information and advertising medium;

(4) Cost projections for operating costs of the Scoring and Information System including power



consumption, maintenance, component replacement and operator expense tabulated separately for the scoreboards and for the video projection system. The cost projection shall include the total number of people required to operate the entire Scoring and Information System in order to provide a first-class state of the arts system;

(5) The two-year written maintenance agreement offer described in Paragraph 1 of the Technical Specifications;

(6) Such other information as may be secured having a bearing on the decision to award the contract;

(7) Name of architect/engineer or designer proposed for the Scoring and Information System;

(8) Irrevocable letter of intent from bidder's surety to issue performance bonds for construction addressed to King County;

(9) Guarantee in compliance with Paragraph No. 10 of the Technical Performance Specifications;

(10) Fifteen (15) year amortization schedule for payment by King County to the bidder of the principal and interest necessary to amortize the total cost, including the cost of the items set forth in Paragraph B except for the two (2) year maintenance agreement. The schedule shall begin at the end of the second calendar quarter of 1976 and shall be prepared on a quarterly basis.

(11) A cost breakdown, totaling the amount of bid(s) proposed, to include but not be limited to, cost of design, fabrication of individual units, each major piece of equipment, installation of each major piece of equipment, interim financing and profit.

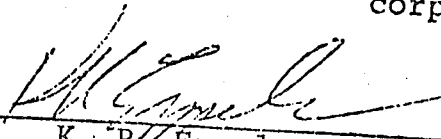


All of the foregoing submittals are in the form as specified in the Instructions to Bidders.

H. ADDENDA: Receipt of Addenda numbered one through two is hereby acknowledged.

Bidder:

CONRAC CORPORATION  
(Legal name of person, firm or corporation submitting bid)

By:   
K. R. Eppele

Title: General Manager, Conrac Media

Street Address: 1600 S. Mountain Avenue

City, State & Zip: Duarte, California 91010

Telephone: 213-359-9141

Washington State Contractor's License No.: F-051968-75

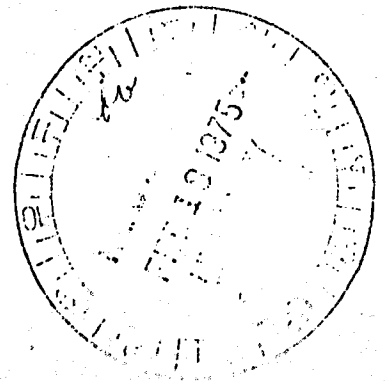
Name of Firm Licensed: Amelco Electric Co.

Address: 1330 16th Street, San Francisco, Calif. 94103

Source of Financing: First Municipal Leasing Corporation

Address: One Executive Park, Englewood, Colorado 80110

Date of Bid Submittal: February 18, 1975



CONTRACT TO DESIGN, FINANCE, CONSTRUCT AND SELL(Basic Bid No. 1)

THIS AGREEMENT entered into as of the \_\_\_\_\_ day of August, 1975, by and between CONRAC MEDIA CORPORATION (hereinafter referred to as "Scoreboard Contractor") and KING COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "King County"),

W I T N E S S E T H:

WHEREAS, by Laws of 1967, Ch. 236, §5, the Washington State Legislature authorized municipalities to acquire by purchase or lease stadium facilities including all necessary appurtenances thereto;

WHEREAS, King County has previously contracted for the construction of a domed stadium that is presently under construction and is scheduled to be completed on March 1, 1976;

WHEREAS, it is necessary for the operation of the domed stadium facilities that a Scoring and Information System be supplied;

WHEREAS, it has been determined that King County should enter into a contract for the purchase of a Scoring and Information System ("SIS") specified in Bid No. 862 J-C (hereinafter referred to as the "Scoreboard Bid");

WHEREAS, the Scoreboard Contractor has offered to design, finance, construct and sell the SIS specified by King County pursuant to the Scoreboard Contractor's proposal to King County, a true copy of which is attached hereto and made a part hereof as Exhibit "A1", as modified by Exhibit A2, subject to the provisions of a Purchase Contract in the form of Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, King County has reviewed and approved the construction and purchase proposal as modified of the Scoreboard Contractor;

NOW, THEREFORE, in consideration of these presents, and the mutual covenants herein contained, it is agreed by and between King County and the Scoreboard Contractor, its heirs, executors, administrators, successors, designees, and assignees, subject to all of the terms and conditions hereof as follows:

#### ARTICLE 1. CONSTRUCTION OF THE SIS.

Section 1.1. The Scoreboard Contractor shall provide all financing, labor, material and equipment necessary to perform all work for the project described in the Scoreboard Bid known as the SIS all in accordance with the Contract Documents as specified therein, which by this reference are incorporated herein as if set forth in full.

Section 1.2. The time for completion of the SIS and the liquidated damages to be assessed for failure to timely complete construction of the SIS is as set forth in the Contract Documents of the Scoreboard Bid, except that scheduled completion date, as that term is used therein, shall be the 1st day of March, 1976 as modified by Exhibit A2 hereto.

Section 1.3. Simultaneous with the execution of this contract, the Scoreboard Contractor has furnished to the County a payment and performance bond in accordance with the Contract Documents of the Scoreboard Bid.

#### ARTICLE 2. EXECUTION OF PURCHASE CONTRACT.

Section 2.1. Simultaneously with the execution of this Contract, the Scoreboard Contractor and King County shall enter into a Purchase Contract in the form attached hereto as Exhibit "B" which shall be held by King County and delivered upon acceptance of the SIS. Acceptance of the SIS shall be based upon a written determination by King County, furnished to the Scoreboard Contractor, certifying that the SIS is accepted by King County as of the date specified therein.

Section 2.2. The purchase price for the SIS shall be as set forth in the Scoreboard Contractor's proposal as modified to King County.

ARTICLE 3. MISCELLANEOUS PROVISIONS.

Section 3.1. Title to the SIS shall remain in the Scoreboard Contractor until conveyance thereof the King County as provided for in the Purchase Contract.

Section 3.2. The terms and provisions of this Contract to Design, Finance, Construct and Sell and the conditions herein shall bind and inure to the benefit of King County's and the Scoreboard Contractor's successors and permitted assignees.

Section 3.3. King County shall have the right to inspect the progress of the construction of the SIS at any time, all as more fully specified in the Contract Documents of the Scoreboard bid.

Section 3.4. The Scoreboard Contractor shall retain all risk of loss, damage or destruction until coverage by King County and shall maintain insurance of the Scoreboard as provided in the Contract Documents.

Section 3.5. The Scoreboard Contractor may not assign, transfer or convey any of its interest hereunder. Provided, however, that the Scoreboard Contractor may assign, transfer and convey all of the interest of the Scoreboard Contractor in the Purchase Contract and the SIS for the sole limited purpose of obtaining sufficient financing both interim construction and permanent, for the construction of the SIS.

Section 3.6. Exhibits A1, A2 and B, together with all exhibits thereto, to this contract are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first above written.

CONRAC MEDIA CORPORATION

KING COUNTY

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_



EXHIBIT B

Advertising Sales Agreement

for

King County Stadium

This agreement is entered into this \_\_\_\_\_ day of August, 1975, between King County, a political subdivision of the State of Washington, and Conrac Corporation, a New York Corporation, 1600 South Mountain Avenue, Duarte, Calif. 91010

1.0 TERM OF AGREEMENT

1.1 The term of agreement shall commence August \_\_\_\_\_, 1975, and shall continue through March 31, 1991.

2.0 SALE OF ADVERTISING

2.1 Subject to the provisions of Paragraph 3.0 and all other terms of this agreement, Conrac shall have the exclusive right, during the life of this agreement, to sell advertising within the Stadium on behalf of the County.

In order to achieve maximum advertising revenues, Conrac and King County will share responsibilities in the sale of advertising as provided in Paragraph 4.0.

2.2 Conrac will receive a sales commission of 7½% of gross advertising revenues on those contracts between King County and an advertiser on the Scoring and Information System, such commission payable by the County within 30 days after the County receives payment from the Advertiser. If this agreement is terminated by either party pursuant to Paragraph 5.0 herein, and if the agreement between King County and the advertiser contains a renewal clause for that agreement which is

exercised by the advertiser, Conrac shall be paid the advertising commission fee of 3-3/4% for the term of that renewal, in any event not to extend beyond March 31, 1991.

3.0 SPOT ADVERTISING

3.1 County shall be responsible for the sale of all spot advertising in the Stadium after April 1, 1976.

4.0 RESPONSIBILITIES

4.1 King County shall have the responsibilities to:

- A. Assist Conrac in sales presentations as necessary.
- B. Monitor the contractual entities, concessionaires, tenants, etc. to assure compliance with advertising contracts.
- C. Execute and process advertising contracts in a timely manner.
- D. Escort and extend courtesies of the County to advertisers and prospective advertisers.
- E. Refer all sales leads to Conrac in a timely manner.
- F. Keep necessary records of spot advertising shown in the Stadium.
- G. Provide necessary post-sale services to spot advertisers such as programming new spot copy -- including both alphanumeric messages and video tape.



H. Furnish Conrac copies of contracts entered into between King County and an advertiser during the life of this agreement.

4.2 In connection with advertising sales efforts, Conrac shall have the responsibilities to:

- A. Prepare advertising sales marketing plans.
- B. Prepare sales tools and collateral material to be used in advertising sales presentations.
- C. Make sales presentations to prospective national and local advertisers.
- D. Provide necessary post-sale services to the advertisers for the term of the contract between King County and the advertiser on all contracts executed during the life of this agreement.
- E. Prepare advertising sales contracts for execution between the County and advertisers.

5.0 TERMINATION OF AGREEMENT

5.1 This agreement may be terminated by either party for its own convenience not earlier than February 11, 1977, provided that six months written notice is given prior to the effective date of the termination, but such notice shall not be given prior to August 11, 1976.

Accepted and Agreed

CONRAC CORPORATION

By \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

KING COUNTY

By \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality

By \_\_\_\_\_  
Prosecuting Attorney

TERMS AND CONDITIONS OF  
ACCEPTANCE BY KING COUNTY OF THE  
SALES PROGRESS REPORT

In strict accordance with the terms and conditions of the Performance Specifications for the Scoring and Information System, specifically paragraph 19, of the Instructions to Bidders, King County agrees to accept the Sales Progress Report submitted by Conrac Corporation (hereafter Conrac) on the following terms and conditions:

A. CONSTRUCTION: Conrac agrees to reduce the base bid to design, construct, and sell the Scoring and Information System to the sum of two million five hundred twenty-four thousand eight hundred eighty-five dollars (\$2,524,885) including tax and interim financing, which sum is designated the "Construction Cost." Such cost shall also include maintenance, as described in the Contract specifications for the one-year guarantee period and for the next following year.

B. PRICE REDUCTION: The total price reduction associated with the deleted equipment and the total price of the substituted items are set forth in Exhibit A attached hereto and includes taxes and interim financing.

C. TAX-FREE INTEREST: The tax-free interest rate of 7-3/4% per annum computed on the diminishing principal balance shall be inserted in the Scoring and Information System Purchase Contract for purchase by King County of the reduced system.

D. SALE OF ADVERTISING: Conrac agrees, if requested, to sell advertising as defined in the Contract documents and for doing so shall be paid a maximum of seven and one-half percent (7½%) of the gross advertising revenue per annum as commission. The terms and conditions of the Advertising Sales Agreement between King County and Conrac is attached hereto as Exhibit B.

E. DATE OF COMPLETION/LIQUIDATED DAMAGES: The entire Scoring and Information System installation shall be complete, fully tested and ready for acceptance testing within 210 days from the date of the written Notice to Proceed. If the main scoreboard is not sufficiently operable by March 29, 1976, to display baseball scoring information, a back-up system shall be fully operable in the stadium by March 30, 1976, for the purpose of scoring baseball. For purposes of this clause, a back-up system is defined as a lightbulb display system which will substitute on an interim basis for the main scoreboard and be capable of displaying the home team total score, the visiting team total score, the ball, strike and out count and the inning number. The character heights of the back-up system shall be a minimum of

away from the display panel. This unit, if furnished, will be located in the near vicinity of the main scoreboard until the main scoreboard is capable of providing the above scoring display functions, at which time it will be removed at the expense of and returned to Conrac.

If the main scoreboard is unable to display baseball scoring information and the back-up system is not fully installed and operable by March 30, 1976, until either the main scoreboard or the back-up system is so installed and operable, Conrac will pay to King County the sum of \$5,000 as fixed agreed liquidated damages but not as penalty for each day that professional baseball is played to the maximum of \$50,000. If the main scoreboard is not fully installed and ready for acceptance testing within 300 days from the date of written Notice to Proceed, Conrac agrees for each calendar day thereafter until such time that the main scoreboard is fully installed and ready for acceptance testing to pay King County \$1,000 per day as fixed agreed liquidated damages but not as penalty up to an amount which total amount, when combined with the amount of liquidated damages paid by Conrac for failure to have a baseball scoring system fully installed and operable by March 30, 1976, will not exceed \$100,000. This paragraph supercedes the second paragraph of Article 56 of the Supplementary General Conditions.


F. FORCE MAJEURE: Conrac will receive delivery delay relief from liquidated damages, and shall be entitled to extensions of the time of completion, due to force majeure causes not otherwise provided for in Article 17 of the General Conditions of the Contract.

G. INCORPORATION INTO BASIC CONTRACT: The terms and conditions specified herein shall be incorporated into and modify where applicable the Contract to Design, Finance, Construct and Sell prior to its execution. In addition, Conrac shall submit a revised statement of work reflecting the reduced system described herein, which statement when approved by the County will be incorporated into the Contract to Design, Finance, Construct and Sell.

DATED this 30th day of July, 1975.

KING COUNTY

By

  
John B. Spellman  
King County Executive

Conrac Corporation agrees to the foregoing terms and conditions of acceptance by King County of the Sales Progress Report.

DATED this 30th day of July, 1975.

By

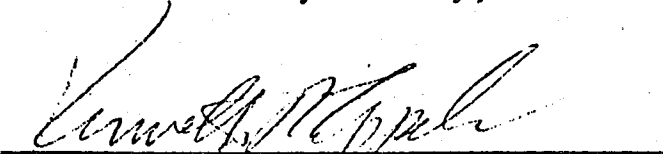
  
Kenneth R. Epele, General Manager  
Conrac Media Corporation

EXHIBIT A

REDUCED SYSTEM SUMMARY

The scoreboard and information display system will be reduced in accordance with King County's direction which deletions and substitutions may be summarized as follows:

Base Bid Deletions

- A) (4) IVC 7000 video color TV cameras
- B) (3) IVC 9000 Video Recorders
- C) (1) Film Chain
- D) 30'H x 40'W Projection Screen
- E) (1) Eidophor 5071 Projector with (1) Lens Set
- F) (18) Single-faced LED type Time of Day/Countdown Clocks and  
(1) Free Standing outside Attraction Display Board

Reduced System Substitutions

- (2) IVC 500 A video color TV cameras (Tripod mounted)
- (1) IVC 7000 Portable (Hand Held) Video Color TV camera with (1) 9" black & white dual television monitor
- (3) IVC 960 video tape recorders
- (1) Nytone TSC-2 Flying Spot Scanner with slide changer
- (1) 49'H x 65'W Projection Screen and install Lighting Shrouds on stadium main lighting luminaires
- (1) Eidophor 5071 Projector with (2) Lens Sets and install vertical equipment transportation lift to Eidophor platform
- (18) Double-faced video displays utilizing Conrac monochrome SNA 23 monitors with (72) ad panels
- (45) 19" Color Television displays installed with coaxial cable in concession stands, restaurant and satellite lounges

DEDUCTIONS

\$940,708

SUBSTITUTIONS

\$555,049

NET PRICE REDUCTION \$385,659

SCORING AND INFORMATION SYSTEM PURCHASE CONTRACT

(Basic Bid No. 1)

This Purchase Contract, made and entered into this \_\_\_\_\_ day of August, 1975, by and between the purchaser, KING COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "King County") and the Seller, CONRAC MEDIA CORPORATION (hereinafter referred to as "Scoreboard Contractor");

W I T N E S S E T H:

WHEREAS, pursuant to a Contract to Design, Finance, Construct and Sell, dated as of the \_\_\_\_\_ day of July, 1975, the Scoreboard Contractor agreed to finance the construction and to construct certain improvements in the domed stadium currently under construction by King County, and upon King County's acceptance of such improvements to enter into a Purchase Contract for the sale thereof to King County; and

WHEREAS, title to the SIS is vested in the Scoreboard Contractor pursuant to the terms of the aforesaid Contract to Design, Finance, Construct and Sell;

NOW, THEREFORE, the parties hereto in consideration of these presents and the mutual covenants herein contained agree as follows:

ARTICLE 1. The Scoreboard Contractor hereby sells and King County hereby purchases the SIS which was financed and constructed by the Scoreboard Contractor in accordance with King County Bid No. 862 J-C (hereinafter the "Scoreboard Bid") and the Contract Documents set forth therein. The Scoreboard Contractor hereby assigns, transfers and conveys all of its right, title and interest in and to the SIS to King County subject to no encumbrances of any nature whatsoever. The SIS is more fully described in the Contract Documents, which by this reference are incorporated herein as if set forth in full.



ARTICLE 2. King County shall pay the Scoreboard Contractor a total purchase price of \_\_\_\_\_ (\$ \_\_\_\_\_), together with interest thereon at \_\_\_\_\_ percent per annum, tax free. King County shall pay said total purchase price, together with tax-free interest, quarterly in accordance with the fifteen (15) year amortization schedule attached hereto and by this reference incorporated herein until such time as the principal and interest have been paid in full.

Payments to the Scoreboard Contractor shall begin on July 20, 1976, and shall be payable within twenty (20) days following the close of each calendar quarter thereafter. The aforesaid payment shall be applied first to interest and the balance thereof to principal, resulting in complete amortization of the total purchase price in fifteen (15) years. King County reserves the right to make additional payments to principal on each quarterly payment date without penalty, not to exceed fifty (50%) per cent of the scheduled payment.

ARTICLE 3. King County shall pay each and every tax which may be assessed against the SIS and all charges, general and specific, ordinary and extraordinary, unforeseen as well as foreseen of any kind and nature whatsoever against the SIS: provided, however, that King County's obligation hereunder shall not arise until such time as this Purchase Contract is delivered between the parties hereto. King County shall have the right to contest by appropriate proceedings or otherwise the amount or validity of any such tax or imposition to be paid by King County.

ARTICLE 4. Nothing in this Purchase Contract shall require King County to pay any franchise, estate, inheritance, succession, capital, levy, or transfer tax of the Scoreboard Contractor, or any income, excess profits or revenue tax, assessment, charge or levy upon the payments made by King County hereunder. King County shall not for the term of this Purchase Contract enact any legislation which will result in any assessment charge or levy of any nature whatsoever against the Contract payments or which will reduce the Contract payments to the Scoreboard Contractor or to the permitted assignees.

ARTICLE 5. The Scoreboard Contractor covenants and warrants that it has not and will not at any time during the term of this Purchase Contract, suffer any lien or encumbrance to be placed on the SIS. The Scoreboard Contractor shall not assign, sell, transfer or convey its interest in this Purchase Contract; provided, however, that the Scoreboard Contractor may assign, transfer and convey all of the interest of the Scoreboard Contractor in this Purchase Contract for the sole limited purpose of obtaining sufficient financing, both interim construction and permanent, for the construction of the SIS. A permitted assignee shall accept said assignment subject to the terms and conditions set forth in this Purchase Contract. Nothing contained in this Article shall, however, be deemed to relieve the Scoreboard Contractor of its warranty and maintenance obligations set forth in the specifications for the Scoreboard Bid.

ARTICLE 6. It is expressly understood and agreed that cessation of use of the SIS for any period due to damage or destruction of all or any part thereof or for any other reason shall not cause an abatement of the payments required by Article 2 above or extend the term of this Purchase Contract.

ARTICLE 7. King County shall have the right during the term of this Purchase Contract to make alterations or improvements to the SIS, provided, however, that King County shall take no action hereunder which could diminish the value of the SIS.

ARTICLE 8. Except as otherwise is specifically provided in the Contract Documents of the Scoreboard Bid, this Purchase Contract or in the Contract to Design, Finance, Construct and Sell, King County shall assume sole responsibility for the condition, maintenance, operation and management of the SIS during the term of this Purchase Contract and the Scoreboard Contractor shall not be required to bear any cost or expense for repairs thereto of any nature whatsoever. As used in this Article 8, the term "repairs" includes repairs of every character, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, alterations, changes, replacements and renewals.

ARTICLE 9. Nothing contained in this Purchase Contract shall be construed as relieving the Scoreboard Contractor of any of its responsibilities and obligations under the Contract to Design, Finance, Construct and Sell.

ARTICLE 10. King County shall hold the Scoreboard Contractor harmless and defend it against any liabilities, obligations, damages, penalties, claims or charges which may be imposed upon or asserted against the Scoreboard Contractor by reason of any of the following during the term of this Purchase Contract:

(a) Any work or thing done in, on or about the SIS, or any part thereof by King County;

(b) Any negligence on the part of King County.

The foregoing indemnification by King County shall extend to the permitted assignees of the Scoreboard Contractor, and shall include solely for the benefit of any permitted assignees, injury or damages arising out of the construction or defective performance of the SIS.

If any action, proceeding or claim is brought or made against the Scoreboard Contractor, the Scoreboard Contractor shall promptly give King County notice thereof and King County shall at King County's expense resist, defend or otherwise discharge such action, proceeding or claim; provided, however, that nothing contained herein shall be construed as relieving the Scoreboard Contractor of any liability for, or obliging King County to hold harmless the Scoreboard Contractor or defend it against, any action, proceeding or claim arising out of defective performance by the Scoreboard Contractor in the construction of the SIS as required by the Contract to Design, Finance, Construct and Sell, or the negligent act or omission of the Scoreboard Contractor, its subcontractors, agents, servants, employees, licensees, or invitees. The liability of the Scoreboard Contractor as set forth in this paragraph shall not extend to the permitted assignees of the Scoreboard Contractor.

ARTICLE 11. If King County shall at any time fail to make any payment or perform any other act on its part to be made or performed, the Scoreboard Contractor may, but

shall not be obligated to, and without notice or demand, and without waiving or releasing King County from any obligation of King County under this Purchase Contract, make such payment or perform such other act to the extent that the Scoreboard Contractor may deem desirable, and in connection therewith to pay expenses and employ counsel. All sums so paid by the Scoreboard Contractor and all expenses in connection therewith, together with interest thereon at the rate of ten (10%) per cent per annum from the date of such payment, shall be deemed to be an additional payment hereunder and shall be payable to the Scoreboard Contractor on demand and at the time of any installment becoming due, and the Scoreboard Contractor shall have the same rights and remedies for the non-payment thereof as in the case of default in the payments required of King County as set forth herein.

ARTICLE 12. If King County shall at any time fail to make any payment of principal or interest when due and after the expiration of a thirty (30) day grace period, or in the event of default by King County in the performance of any of its obligations as set forth in the Contract to Design, Finance, Construct and Sell, and this Purchase Contract, then the entire principal sum and accrued interest shall at once become due and payable at the option of the Scoreboard Contractor or its permitted assignees, with notice to King County, and thereafter the principal sum and accrued interest shall bear interest at the rate of ten (10%) per cent per annum from the date of default until paid. Should King County fail to perform any of its obligations set forth in the Contract to Design, Finance, Construct and Sell, and this Purchase Contract, the Scoreboard Contractor and its permitted assignees may in addition to the foregoing peacefully enter upon and take possession of the SIS.

ARTICLE 13. King County may transfer or convey this Purchase Contract or any right or interest herein without the prior written consent of the Scoreboard Contractor subject to King County remaining primarily liable for the payments and performances required herein.

ARTICLE 14. The terms and provisions of this Purchase Contract shall bind and inure to the benefit of

King County's and the Scoreboard Contractor's successors  
and permitted assignees.

IN WITNESS WHEREOF, the parties hereto have executed  
this Purchase Contract effective as of the date of acceptance  
of the SIS by King County. This Purchase Contract shall be  
delivered between the parties hereto on such date.

CONRAC MEDIA CORPORATION

KING COUNTY

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

STATE OF WASHINGTON)

) SS:

COUNTY OF KING )

On this day personally appeared before me JOHN D.  
SPELLMAN, to me known to be the individual who executed the  
foregoing Contract to Design, Finance, Construct and Sell  
for KING COUNTY and acknowledged that he signed the same as  
his free and voluntary act and deed, for the uses and pur-  
poses therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_  
day of July, 1975.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_

STATE OF WASHINGTON)

) SS:  
COUNTY OF KING)

On this \_\_\_\_\_ day of July, 1975, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_, respectively, of CONRAC MEDIA CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.

ORDINANCE NO. 2463

AN ORDINANCE appropriating \$277,270 from a grant and contracts to the Head Start Fund for the Seattle-King County Head Start Program and amending Ordinance No. 2230, Section 88.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. An appropriation of \$124,058 of federal funds is hereby approved and adopted in the Head Start Fund, awarded to the Seattle-King County Head Start Program from the United States Department of Health, Education and Welfare.

SECTION 2. An appropriation of \$128,787 and \$1,425 of state funds is hereby approved and adopted in the Head Start Fund, awarded to the Seattle-King County Head Start Program from the State of Washington Office of Community Development.

SECTION 3. An appropriation of \$23,000 of federal funds is hereby approved and adopted in the Head Start Fund, awarded to the Seattle-King County Head Start Program from the United States Department of Agriculture Food and Nutrition Service.

SECTION 4. Ordinance No. 2230, Section 88, is hereby amended as follows:

From the Head Start Fund there is hereby appropriated to the Seattle-King County Head Start Program:

~~(( \$1,571,289 ))~~      \$1,848,559

INTRODUCED AND READ for the first time this 28<sup>th</sup> day of July, 1975.

PASSED this 11<sup>th</sup> day of August, 1975.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Bill Reams

ATTEST:

Dorothy M. Simons  
Clerk of the Council

APPROVED this 11<sup>th</sup> day of August, 1975.

John D. Spellman  
King County Executive