

**Meeting Date:** 6/21/2016

**Report Type:** Staff/Discussion

**Report ID:** 2016-00643

**Title: Second Amended and Restated Agreement: Funding for the Powerhouse Science Center**

**Location:** 400 Jibboom Street, District 4

**Recommendation:** Pass a Resolution authorizing the City Manager or his designee to a) execute the Second Restated and Amended Funding Agreement for the Powerhouse Science Center; b) transfer \$850,000 from 2006 River District Taxable Redevelopment Bond Proceeds (Fund 3818) to E18000400; and c) authorize the City Manager to adjust the annual expense and revenue budgets.

**Contact:** Rachel Hazlewood, Senior Project Manager, (916) 808-8645, Economic Development Department

**Presenter:** Rachel Hazlewood, Senior Project Manager, (916) 808-8645, Economic Development Department

**Department:** Economic Development Dept

**Division:** Citywide Development

**Dept ID:** 18001031

**Attachments:**

1-Description/Analysis

2-Resolution

3-2nd Restated Funding Agreement

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**City Attorney Review**

Approved as to Form

Michael Sparks

6/14/2016 9:04:15 AM

**Approvals/Acknowledgements**

Department Director or Designee: Larry Burkhardt - 6/3/2016 1:02:15 PM

## Description/Analysis

**Issue Detail:** On May 27, 2014, City Council approved a Funding Agreement with the Powerhouse Science Center (PHSC), also known as the Discovery Museum. The Funding Agreement stated the terms by which the City would consider providing funding of up to \$7 million over 20 years to the PHSC to assist with the redevelopment of 400 Jibboom Street, the City-owned historic Pacific, Gas, & Electric (PG&E) Power Station B property, as the new and expanded location of the science center. An Amended and Restated Funding Agreement was approved on November 13, 2014, which accepted changes to the terms of a third-party loan and revisions to the City contribution in order to meet requirements of the funding source. No funds have been distributed under either agreement.

Over the last year, the PHSC has made significant progress, including examining project phasing, which has resulted in a more feasible and improved project. Given the PHSC's changes in project phasing, a Second Amended and Restated Funding Agreement ("Second Restated Agreement") is being proposed to make the following substantive changes to the terms of the Amended and Restated Funding Agreement:

- Revises project phasing so that Phase 1 is now the rehabilitation of the historic PG&E Power Station B building.
- Commits up to \$1.6 million of the \$7 million previously approved to fund pre-development costs.
- Allows for PHSC to draw down \$200,000 of the \$1.6 million in pre-development funding as an advance to assist PHSC with cash flow.
- Commits an additional \$850,000 of former River District redevelopment bond proceeds to pay to remediate pre-existing hazardous materials in the historic PG&E Power Station B building.

The revised phasing plan for the project will allow PHSC to occupy the historic building in the first phase, achieving a goal of the City for the project. This will also improve construction project staging, alleviating the need to implement temporary precaution measures to accommodate visitors at an active construction site. Additionally, undertaking the historic rehabilitation will reduce costs for the construction project since, regardless of phasing, the historic building would need to be shored and stabilized due to safety concerns. This will reduce the construction budget by over \$10 million.

Construction documents were largely completed for the new building addition but were not completed for the renovation of the historic power station as it was anticipated to be a later phase of the project. With the revised project phasing, PHSC will need to complete construction drawings in advance of starting the construction project. PHSC has requested approval to use a portion of the City's funding commitment to complete these documents. Completion of construction documents is a necessary step required by lenders to obtain a loan.

In order to rehabilitate the historic Power Station building, hazardous materials will need to be remediated. Under the PHSC's long-term lease with the City, the PHSC is not responsible for remediating pre-existing hazardous materials at the site, including asbestos and petroleum-based products. There are pre-existing hazardous materials present in the historic building that will require remediation for the PHSC project to be constructed. This item includes \$850,000 from former River District Redevelopment Taxable Bond Proceeds to pay for environmental remediation.

**Policy Considerations:** The reuse of the former PG&E Power Station B property as a science center is consistent with the 2035 General Plan, the 2013 Economic Development Strategy, the River District Specific Plan, the Sacramento Riverfront Master Plan, and prior actions taken by the City Council in support of the PHSC Project.

**Economic Impacts:** The revised of construction costs for the new Phase 1 PHSC project, the rehabilitation of the Power Station B building, is estimated at \$41 million, which is projected to create 193 direct jobs and 111 indirect jobs. Additionally, according to the Center for Strategic Economic Research (CSER) calculation, over \$25 million in direct output and over \$21 million in indirect or induced activities will be generated by the construction project.

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

**Environmental Considerations:** The project is subject to review under the California Environmental Quality Act (CEQA). On June 1, 2010, City Council adopted the Mitigated Negative Declaration and Mitigation Monitoring Plan for the Robert T. Matsui Waterfront Park Master Plan Amendment, which included development of the Powerhouse Science Center Project (Resolution 2010-0296). The action implements the project as considered in the Mitigated Negative Declaration and no additional environmental review is required.

**Sustainability:** The reuse of a brownfield site will meet the sustainability goal of reusing an underutilized property.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The construction of the PHSC project will create a regional draw for Sacramento as well as provide a much needed center for science,

technology, engineering, and math education for children from kindergarten to 12<sup>th</sup> grade. The revised project phasing ensures the rehabilitation of the historic PG&E Power Station B building. Allowing PHSC to draw upon the approved funding to complete construction drawings for the historic building will complete project and lender requirements. Appropriating an additional \$850,000 for environmental cleanup will address a requirement of the ground lease the City holds with PHSC.

**Financial Considerations:** The City's contribution to the project was previously approved at up to \$7 million over 20 years. In the Second Restated Agreement, the City commits up to \$1.6 million of this amount to be used by the PHSC to complete construction documents as approved in prior Council actions (Powerhouse Science Center Project, E18000400). The additional funding of \$850,000 for hazardous material remediation is unexpended bond proceeds from the former River District Redevelopment Area (Fund 3818), which must be spent on projects in the River District. Full funding for the current commitment of \$2,450,000 will be available as of Fiscal Year 2016/17 (July 1<sup>st</sup>). Funding comes from the Innovation and Growth Fund (Fund 2031) and the 2006 River District Taxable Fund (Fund 3818).

**Local Business Enterprise (LBE):** Not applicable.

## **RESOLUTION NO.**

Adopted by the Sacramento City Council

### **APPROVING THE SECOND AMENDED AND RESTATED POWERHOUSE SCIENCE CENTER FUNDING AGREEMENT AND ALLOCATION OF FUNDS**

#### **BACKGROUND**

- A. On June 21, 2011, City Council approved the Ground Lease between the City and the Powerhouse Science Center (PHSC), 2011-0748, for the City-owned site of the historic Pacific Gas and Electric Power Station B at 400 Jibboom Street.
- B. On May 27, 2014, City Council approved a Funding Agreement with PHSC, 2014-0471, in which the City agreed to provide PHSC with up to \$7 million over 20 years, contingent upon annual Council budgeting and appropriation, to assist with the repayments on a \$25 million loan to construct the new PHSC at 400 Jibboom Street.
- C. On November 13, 2014, City Council approved the Amended and Restated Funding Agreement, 2014-0471-1, to make certain material changes to the project financing structure necessitating an amendment and restatement of the Funding Agreement that included changing the lender, increasing the loan amount to \$29 million, and extending the loan term to 30 years.
- D. PHSC has requested amendments to the Agreement 2014-0471-1 to change the project phasing to rehabilitate the Power Station B building first and to have the City commit \$1.6 million of the \$7 million already approved to complete pre-development activities for the Power Station B building, which funding will be available in Fiscal Year 2016, 2017 (July 1<sup>st</sup>).
- E. There are hazardous materials at the Power Station B building that require remediation; however, under the Ground Lease, PHSC is not responsible for this remediation. Allocating \$850,000 in former River District Redevelopment Bond Proceeds will provide funding for remediation of hazardous materials the Power Station B building.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager or his designee is authorized to execute the Second Amended and Restated Funding Agreement (2014-0471-2) with PHSC, which is attached as Exhibit A and made part of this resolution.

Section 2. An appropriation of \$850,000 in 2006 River District Taxable Funds (Redevelopment Bond Proceeds, Fund 3818) from its fund contingency to the Powerhouse Science Center Project (E18000400) is approved.

Section 3. The City Manager is authorized to adjust the annual expense and revenue budgets.

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Exhibit A Second Amended and Restated Funding Agreement

## SECOND AMENDED AND RESTATED FUNDING AGREEMENT (2014-0471-2)

This agreement, dated \_\_\_\_\_ 2016, for purposes of identification, is between the **City of Sacramento** (the "**City**"), a California municipal corporation, and the **Powerhouse Science Center** ("**PHSC**"), a California nonprofit corporation.

### Background

The City leases its historic PG&E Power Station B building and surrounding property at 400 Jibboom Street to PHSC under a 55-year ground lease (2011-0748) (the "**Lease**"). Under the Lease, PHSC must make substantial improvements to the leased premises to accommodate the new location of the Discovery Museum, which is currently located at 3615 Auburn Boulevard. These improvements include rehabilitating the historic PG&E Power Station B building and constructing a new Earth, Space, and Sciences Center (the "**PHSC Project**").

On November 12, 2014, the parties entered into an amended and restated funding agreement (City Agreement 2014-0471-1) (the "**Agreement**") in which the City agreed to provide PHSC with funding, subject to annual appropriation and budget approval, of up to \$7 million over 20 years. The purpose of this funding was to assist PHSC in paying construction costs and making payments on a \$25 million construction loan for the PHSC Project. To date, the City has not provided funding under the Agreement.

Since the Agreement was executed, the PHSC has re-evaluated the phasing contemplated in the Lease and has decided to rehabilitate the historic PG&E Power Station B building as the first phase of the PHSC Project. This alternative phasing ensures that the historic building is put back into productive use, resolves construction staging issues, saves over \$10 million in interim structural improvements, and addresses potential safety issues created by having an active construction project adjacent to an operating science center serving children and families.

Due to the change in phasing, and in order to expedite construction of the PHSC Project, PHSC has asked the City to commit \$1.6 million in funding to pay for pre-development expenses related to the rehabilitation of the historic PG&E Power Station B building, including schematic design and construction documents. The City would pay the remaining \$5.4 million in annual payments over the course of 16 years, subject to annual appropriation and budget approval. PHSC has also requested up to \$850,000 to pay for the cleanup of hazardous substances that were on the premises before the parties entered into the Lease, including lead, asbestos, and petroleum products.

Because of the significant benefit that completion of the PHSC Project and development of the City's property would provide the City and the public, and because the funding requested by PHSC would help accomplish this important public purpose, the City is willing to amend and restate the Agreement to provide the funding now being requested by PHSC.

Recognizing that the City is subject to the limitations on incurring indebtedness and liabilities provided for in Section 18 of article XVI of the California Constitution, the parties understand that with respect to the \$5.4 million in annual payments, the City is not obligating itself to provide the full-amount of the requested funding and that there is no guarantee that the City will provide any funding in a given

year. Rather, the City is willing to annually consider making an appropriation for the requested funding, subject to the City Council's sole discretion to determine its priorities during the annual budget process.

***With these background facts in mind, the City and PHSC agree to amend and restate the amended and restated funding agreement identified as City Agreement 2014-0471-1 to read in its entirety as follows:***

**1. Term.** This agreement takes effect as described in Section 15 and terminates on October 1, 2032 or when the City has provided \$7,850,000 in funding under this agreement, whichever occurs first.

**2. Pre-development and Environmental Funding.** Upon the effective date of this agreement, the City shall provide PHSC with up to \$1,600,000 for pre-development costs and up to \$850,000 for environmental clean-up costs as provided in this Section 2. Up to \$200,000 of the \$1,600,000 pre-development funding shall be available to PHSC as an advance, as described in Section 2.(a).

**(a) Pre-development Advance Funding.** The City shall make a total of \$200,000 in pre-development advance funding available on a one-time basis to PHSC as follows:

(i) As a condition to receiving pre-development advance funding under this Section 2.(a), PHSC shall provide the City with all of the following:

(I) A list of all contractors that PHSC intends to pay using pre-development advance funding;

(II) Rate sheets for each contractor;

(III) A scope of work for each contractor; and

(IV) PHSC shall spend pre-development advance funding no more than 120 days after receiving it from the City.

**(b) Pre-development Funding Conditions.** In addition to the pre-development advance funding under Section 2. (a), the City shall make pre-development funding of up to \$1,400,000 available to PHSC on a reimbursement basis, subject to the conditions in Sections 2.(b)(i) and 2.(b)(ii). The pre-development funding will be divided into two phases, Phase 1 and Phase 2.

**(i) Phase 1 Pre-development Funding.** The City shall reimburse PHSC up to \$800,000 for expenses incurred for the items listed in this Section 2(b)(i) subject to the condition that PHSC provides evidence satisfactory to the City in its sole discretion to substantiate the request for reimbursement:

(I) Completed Schematic Design drawings for the PHSC Project;

(II) 90% completed Design Development drawings for the PHSC Project;

(III) Completed Structural drawings for the PHSC Project ;

(IV) Updated estimates for construction costs;

(V) Evidence of conceptual approval of the historic PG&E Power Station B building design for the PHSC Project from the State Historic Preservation Office; and

(VI) Evidence of conceptual approval of the improvements from the Sacramento Area Flood Control Authority.

The fact that the City provides Phase 1 pre-development funding is not an express or implied guarantee that the City will provide Phase 2 pre-development or any other funding under this agreement. The City shall not provide Phase 2 pre-development funding unless PHSC obtains the City written approval, which the City may withhold in its sole discretion, before incurring expenses for any of the Phase 2 pre-development items listed in Section 2.(b)(ii).

- (ii) Phase 2 Pre-development Funding.** Subject to the condition that PHSC obtain the City's approval as required by Section 2.(b)(i), the City shall reimburse PHSC for expenses incurred for the items listed in this Section 2(b)(ii). To determine the maximum amount of pre-development funding under this Section 2.(b)(ii), subtract the sum of the pre-development advance funding and the Phase 1 pre-development funding actually paid by the City from \$1,600,000. Funding under this Section 2.(b)(ii) is also subject to the condition that PHSC provides evidence of the following satisfactory to the City in its sole discretion to substantiate the request for reimbursement:
- (I) Completed 90% Construction Drawings for the PHSC Project and submission for building permits; and
  - (II) Completed bid package for subcontractor selection for the PHSC Project.
- (c) Environmental Funding.** The City shall reimburse PHSC up to \$850,000 for expenses incurred related to the removal of lead based paint, asbestos, contaminated soil, and any other pre-existing hazardous materials on the premises, subject to the condition that PHSC provides evidence satisfactory to the City in its sole discretion to substantiate the request for reimbursement. By providing environmental funding under this Section 2.(c), the City is not making an express or implied guarantee that it will provide any additional funding for environmental expenses.
- (d) Reimbursement Payments.** The City shall make payments to PHSC under this Section 2 no more frequently than monthly. PHSC must submit a completed payment request on the form attached as Attachment 1 with each payment request. PHSC shall provide the City with valid, current invoices for the items listed in this Section 2. PHSC shall provide the City with evidence of payment to the contractors or subcontractors of those invoices within 60 days of receipt of payment from the City. If PHSC submits a designated payee authorization to the City on the form attached as Attachment 2, then the City will make payments under this Section 2 directly to the payee designated by PHSC.
- (e) Rights to Reports, Plans, Writings.** The City is deemed the owner of all studies reports, plans, and writings for which PHSC receives reimbursement in whole or in part under this agreement. PHSC shall provide all such materials in its possession or control to the City upon demand.

(f) **Prevailing Wages.** PHSC shall require all contractors and subcontractors who receive payment from funding under this agreement to adhere to the prevailing wage requirements contained in section 1720 et seq. of the California Labor Code to the extent required by law.

**3. Annual Funding Conditions.** The City will consider providing PHSC with an annual funding payment in a fiscal year only if all of the following conditions are satisfied, as determined by the City in its sole discretion:

- (a) PHSC is a member in good standing of the Association of Science and Technology Centers.
- (b) PHSC has secured funding, through sources acceptable to the City in its sole discretion, for 100% of the cost for the PHSC Project, including donations, sponsorships, and loans.
- (c) PHSC has provided the City for its review and approval a list of all donations and sponsorships that PHSC intends to use to pay for the PHSC Project and to repay the construction loan.
- (d) PHSC has obtained all permits and governmental approvals required to construct the PHSC Project prior to commencing construction.
- (e) PHSC is in compliance with the construction schedule required by the lender for the PHSC Project.
- (f) PHSC is not in default following any applicable notice-and-cure period of any indenture, note, lease, loan agreement, security, deed of trust, mortgage, security agreement, guaranty, instrument, contract, agreement, or other form of contractual obligation or undertaking to which PHSC is a party or by which PHSC or any of its property, including the Lease, is bound.
- (g) PHSC has provided the City with its complete tax returns each year of the term of this Agreement and not more than 14 days after the preceding year returns have been filed.
- (h) PHSC has provided the City with audited financial statements with the report and opinion of an independent accountant stating that the financial statements have been prepared in accordance with generally accepted accounting principles (with any exceptions that the City does not object to) and that the independent accountant's audit was performed in accordance with generally accepted auditing standards.
- (i) PHSC has provided the City with unaudited quarterly financial statements not more than 90 days after the end of each fiscal quarter, which include copies of its complete financial statements, including a statement of financial position, a statement of activities, a statement of cash flow, and other financial reports and schedules that have been delivered to PHSC in connection with the financial statements.
- (j) PHSC provides the City with notices of all Board of Directors meetings, copies of all meeting minutes, and provides the City Manager or the City Manager's designee with the right to attend and speak at all board meetings.
- (k) PHSC provides the City with a copy of a legally binding guaranteed maximum price construction contract between PHSC and the selected design-build contractor for the PHSC Project.

4. **Annual Funding.** Beginning in the first fiscal year (July 1-June 30) in which the funding conditions in section 3 are satisfied (the first fiscal year in which both of these conditions are satisfied (“**Fiscal Year 1**”), and continuing each succeeding fiscal year while this agreement is in effect, the City, in its sole discretion, will provide PHSC with funding as provided in this section. There is no express or implied guarantee of annual funding by this agreement. And in no event will more than \$5.4 million in annual funding be provided under this agreement. Annual funding will be provided as follows:

(a) Fiscal Year 1 - Fiscal Year 15: \$350,000.

(b) Fiscal Year 16: \$150,000.

5. **Annual Appropriation and Budget Contingency Clause.** The City intends to make annual funding payments to PHSC under Section 4 throughout the term of this agreement if funds are legally available. Nevertheless, during each fiscal year this agreement is in force, the City is obligated to make a funding payment only from funds lawfully budgeted and appropriated for that purpose. The City Council will determine each fiscal year, in its sole discretion after considering the City's other needs, whether to budget and appropriate funds for a funding payment. Without such an appropriation, the City is not obligated to make a funding payment even though funds are otherwise legally available. If, during any fiscal year this agreement is in force, the City Council does not budget and appropriate funds to make a funding payment, then either party may terminate this agreement at any time by giving the other party written notice. As used in this section, "sole discretion" means that the City Council may decide whether to budget and appropriate funds for a funding payment solely on its own assessment of the City's interests and without considering how its decision affects PHSC. Nothing in this agreement creates an indebtedness or liability that is prohibited by section 18 in article XVI of the California Constitution.

6. **Notices.** Any notice or other communication under this agreement must be in writing and is considered properly given and effective only when mailed or delivered in the manner provided by this section 6 to the persons identified below. A notice or other communication that is mailed is effective or considered to have been given on the third day after it is deposited in the U.S. Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner is effective or considered properly given when actually delivered. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section 6.

*If to the City:*

City of Sacramento  
915 I Street, 4th Floor  
Sacramento, California 95814  
Attention: Economic Development Dept.

*If to PHSC:*

Powerhouse Science Center  
3615 Auburn Blvd  
Sacramento, CA 95821  
Attention: Finance & Operations

7. **Assignments.** A party may not assign or otherwise transfer this agreement or any interest in it without the other party's prior written consent, which the other party may withhold in its sole discretion. An assignment or other transfer made contrary to this section 7 is void.

8. **Binding effect.** This agreement binds and inures to the benefit of the parties' successors and assigns.

9. **Time of Essence.** Time is of the essence in performing this agreement.
10. **Severability.** If a court with jurisdiction rules that any non-material part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
11. **Waiver.** A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon breach of this agreement is not a waiver of the performance, right, or remedy. A party's waiver of another party's breach of any provision in this agreement will not constitute a continuing waiver or a waiver of any later breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.
12. **Interpretation.** This agreement is to be interpreted and applied in accordance with California law, except that that the rule of interpretation in California Civil Code section 1654 will not apply.
13. **Attorneys' fees.** The parties must bear their own costs and attorneys' fees incurred in connection with this agreement.
14. **No Third-Party Beneficiaries.** This agreement is solely for the benefit of the City and PHSC. It is not intended to benefit any third parties.
15. **Effective date.** This agreement is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below.
16. **Counterparts.** The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
17. **Integration and modification.** This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations-written, oral, express, or implied-and may be modified only by another written agreement signed by both parties.



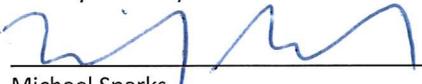
**City of Sacramento:**

By: \_\_\_\_\_

John Dangberg, Assistant City Manager  
For John F. Shirey, City Manager

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

Approved as to Form:  
Sacramento City Attorney

By:  \_\_\_\_\_

Michael Sparks  
Senior Deputy City Attorney

Attest:

By: \_\_\_\_\_  
Assistant City Clerk

**Powerhouse Science Center:**

By: Karen E Rogers

Name: Karen E. Rogers

Title: Director of Finance

Date: 6/7/16

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Payment Request**  
**Powerhouse Science Center**  
**Funding Agreement #2014-0471-2**

Payment Request # \_\_\_\_\_

\_\_\_\_\_ Advance

\_\_\_\_\_ Draw against Advance

\_\_\_\_\_ Reimbursement

Activity	Funds Requested	Balance
Predevelopment		
Environmental Remediation		

**Certification:** I certify that Powerhouse Science Center has incurred costs that are both reasonable and necessary for the PHSC Project described in the Second Amended and Restated Funding Agreement # 2014-0471-2. All required permits, certificates, invoices and other necessary documentation to support this payment request are enclosed. All disbursements have been made for the purposes and conditions as detailed in the Agreement

Powerhouse Science Center:

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Designated Payee Authorization Request**

Powerhouse Science Center Letterhead

Larry Burkhardt  
Economic Development Department  
City of Sacramento  
915 I Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

RE: Designated Payee Authorization Request

Dear Mr. Burkhardt:

This letter authorizes \_\_\_\_\_ Fill in with Designee's Name \_\_\_\_\_, located at \_\_\_\_\_ Fill in with Designee's Address \_\_\_\_\_, to act as the payee for the Powerhouse Science Center under the Second Amended and Restated Funding Agreement # 2014-0471-2, which will be used for predevelopment costs associated with the Powerhouse Science Center construction project at 400 Jibboom Street.

This authorization will remain in effect until rescinded by written notice.

Sincerely,

Harry Laswell  
Executive Director