REPORT TO COUNCIL
City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

Continued from 6-12-07

Staff Report

June 12, 2007

Honorable Mayor and
Members of the City Council

Title: Agreement: Jibboom Street Power Station Site

Location/Council District: Jibboom Street in the River District/Council District 1

Recommendation: Adopt a Resolution authorizing the City Manager to execute an Agreement with the Sacramento Museum of History, Science and Technology for the Exclusive Right to Negotiate("ERN") for a one year term for the redevelopment and reuse of the Jibboom Street Power Station Site.

Contact: Rachel Hazlewood, Senior Project Manager, 808-8645;
Jim Rinehart, Economic Development Manager, 808-5054

Presenters: Rachel Hazlewood, Senior Project Manager

Department: Economic Development

Division: Citywide/Richards Boulevard

Organization No: 4451

Description/Analysis

Issue: In 2002, the City took title to the Jibboom Street PG&E Power Station (the "Power Station") from the State of California. Other than a brief time in the early 1960s when the site was used as a metal salvage yard, the building has been shuttered since the PG&E Power Station ceased operation in 1954. The City desires to facilitate the preservation and adaptive reuse of the Power Station, as well as add amenities to the park in which the structure is located. In June 2005, the Economic Development Department circulated a Request for Proposals ("RFP") for the redevelopment of the building. In February 2006, the City Council selected a team headed by DR Horton. However, DR Horton withdrew its proposal and terminated its interest in the project prior to the execution of any agreements. While one of the members of the DR Horton team has expressed a desire to reconstitute a proposal for the site, staff is recommending the selection of the Sacramento Museum of History, Science and Technology, also known as the Discovery Museum ("Discovery Museum") as the preferred option best meeting the City's intent for the site.

The Discovery Museum proposal was favorably considered as one of five proposals submitted in the original RFP competition. Their proposal includes a science, space and technology museum, rehabilitated Power Station, restaurant

and educational center, a planetarium, and an inviting open space park area with an amphitheater. Since the original 2005 proposal was submitted, the Discovery Museum has refined their feasibility analysis, hired a national fundraising consultant, added additional leadership to their board of directors, and improved their concept plan for the site consistent with the City of Sacramento's policy and direction. Additionally, the Discovery Museum has been in discussions with a number of companies including Teichert, Wells Fargo, and Pacific Gas & Electric who have expressed strong interest in and support of the project.

The Discovery Museum meets the goals and objectives for the site, and having an expanded Science and Technology Museum would be in the best interest of the City and the region. It is for these reasons that staff recommends the Discovery Museum proposal and entering into an Exclusive Right to Negotiate for a one-year term.

Policy Considerations: The proposed project is consistent with the June 2005, "Request for Proposals for Development of the Historic Jibboom Street Power Station Building," the Richards Boulevard Area Plan, the Richards Boulevard Redevelopment Plan, and the Riverfront Master Plan. Conducting another RFP process is unlikely to produce a proposal that better meets the objectives of the City for the site.

Environmental Considerations: The proposed action to approve the ERN is exempt from environmental review under CEQA Guidelines, California Code of Regulations, title 14, section 15262. The ERN authorizes staff to work with the developer to define the scope and feasibility of the proposed development project and to complete the environmental review process for the project.

Rationale for Recommendation: The Discovery Museum has conducted a feasibility analysis, hired a fundraising consultant, expanded their board of directors, and detailed their concept for the site. They have assembled a development team experienced in rehabilitating and financing historic buildings. The Museum will enhance and take full advantage of the attributes of Jibboom Street. Namely, those are the Sacramento River, the Jibboom Street Park, the City Water Intake Structure, the Railyards and Old Sacramento visitor features, the Bike Trail and the nearby motel district. The Discovery Museum targets school groups and works to increase the interest of children in math and the sciences. The Jibboom Street museum will create another destination for visitors to Sacramento sites like the Crocker Art Gallery, the Railroad Museum, the Sacramento History Museum and the California Museum for History, Women and the Arts.

Financial Considerations: None at this time.

Emerging Small Business Development (ESBD): No goods or services are being purchased.

Respectfully Submitted by: _____
James R. Rinehart
Economic Development Manager

Approved by: _____
David L. Spaur, CEcD
Economic Development Director

Recommendation Approved:

_____
Ray Kerridge
City Manager

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Attachment 1

Background

The Jibboom Street Power Station site (the "Site") is located on Jibboom Street, approximately one-quarter mile north of Old Sacramento Historic District. The Site, which is immediately adjacent to the City's new water intake structure on the Sacramento River, includes the historic Pacific, Gas & Electric ("PG&E") building and the designated parking areas to the north and east of the building. The Site consists of four acres and is located within the newly completed six and one-half acre Jibboom Street Park. The City obtained ownership of the PG&E building and surrounding parcels in 2002 from the California Department of Water Resources.

In June 2005, the Economic Development Department circulated a Request for Proposals ("RFP") for the rehabilitation and adaptive reuse of the Jibboom Street PG&E Power Station. The RFP established the following development objectives:

- Preserve the distinctive architectural features of the City Historic Landmark designated power plant building;
- Establish a visitor attraction (such as a museum) within the structure;
- Include restaurants, cafés or retail;
- Enhance public use of the surrounding Jibboom Street Park;
- Achieve an orientation to, and integration with, the riverfront; and
- Serve as a catalyst redevelopment project, assisting in attracting additional quality developments to the area and the continued implementation of the Richards Boulevard Redevelopment Plan.

Five proposals were received: one was judged to be non-responsive and was disqualified, one proposal was withdrawn by the applicant prior to being evaluated, and three were evaluated by a committee of experts and interested parties. The evaluation committee recommended the Jibboom Street Team consisting of DR Horton and Ken Fahn Properties for a housing proposal to the north of the PG&E building, primarily due to the financial strength and national reputation of DR Horton. The Jibboom Street Team did not identify a specific use for the Power Station building in their proposal.

On February 14, 2006 Council approved the selection of the DR Horton for the project and authorized staff to develop an Exclusive Right to Negotiate (ERN) through Resolution 2006-124. However, shortly after receiving Council approval, the Jibboom Street Team withdrew its application and terminated its interest in the project.

One of the proposals submitted in response to the City's 2005 RFP was from the Discovery Museum for a Space, Science and Technology Museum (the "Museum" or the "Discovery Museum"). At that time although the proposal was viewed favorably, it was not considered to be financially strong, which was one of the reasons the selection

committee chose the DR Horton proposal. Since then, the Discovery Museum has conducted a feasibility analysis, hired a fundraising consultant, added additional leadership to their board of directors, and flushed out their concept for the site.

The Discovery Museum is a nonprofit corporation that was created in 1994 when the Sacramento Science Center, founded in 1951, and the Sacramento History Museum, founded in 1984, were consolidated. The Science Center has operated in a small City-owned facility on Auburn Boulevard for over 50 years. Each year 65,000 students, primarily k-6, visit the Science Center. In addition, 20,000 people from the general public visit the Center annually.

The Power Station will provide room for the museum to expand its exhibits, classroom and laboratory space. Due to the increase in size, expanded exhibits, additional programs and improved location, the new museum is projected to attract 350,000 school children and over 200,000 from the general public each year.

The unique location of the proposed Science & Space Museum will take advantage of the nearby new Water Intake Plant on the Sacramento River, which will provide learning opportunities for students, and the Jibboom Street Park, which will be enhanced with interpretive tours to further environmental study. Additionally, the proximity of the building to the Railroad Museum, the History Museum, Old Sacramento, and the future Railyard Technology Museum will place the Science & Space Museum centrally amidst other local tourist attractions.

The Science & Space Museum will include a planetarium and dome theatre seating for 150, an outdoor amphitheater on the river side of the building, an outdoor café, a gift shop, a bi-level parking structure, and an adjacent restaurant and education center. The café, gift shop, and restaurant would all generate revenue that would support the Museum's operation on an ongoing basis. Attachment 2 provides a site plan of the Museum and the surrounding property.

Other entities have expressed interest in the Site due to its unique features including the historic building, proximity to downtown and prime riverfront location. These entities have included a group which is led by one of the members of the DR Horton team. City staff have reviewed the proposal of the Science & Space Museum and have concluded it provides an ideal use for the property that is compatible with and supportive of the goals of the Redevelopment Plan, the RFP and the Riverfront Master Plan. It is unlikely that conducting another RFP process would produce a proposal that better meets the goals and objectives of the RFP than the proposal from the Discovery Museum. The proposal possesses the following unique attributes:

- It reuses a highly visible historic structure with an active public use that can be enjoyed by all Sacramento residents
- It provides a new and exciting venue for tourism along the Sacramento River
- It incorporates the Water Intake Plant, the Sacramento River and the Jibboom Street Park into the science programs
- Under the lease structure the property will remain under the City's ownership as an asset for future generations of Sacramentans

- It provides experiential educational programs to stimulate appreciation and interest in children for math and the sciences

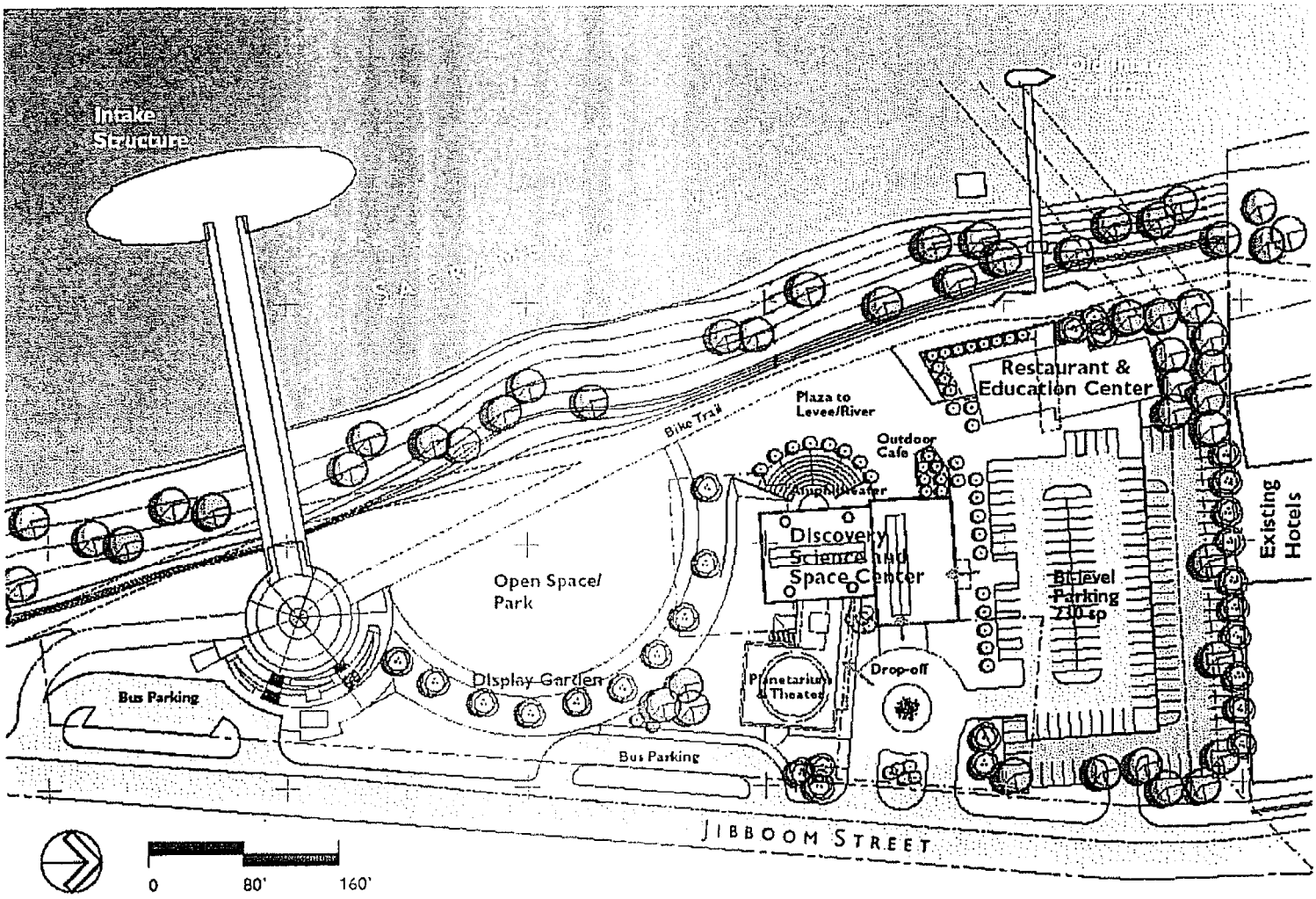
Staff recommends executing an Agreement for the Exclusive Right to Negotiate to allow the Museum to complete its project proposal and predevelopment activities and to commence its fundraising campaign. The ERN will enable the Museum to approach major donors with credibility to attract their large contributions to the project. Having an ERN will also enable the City to assess the capacity of the Museum to undertake a project of this magnitude without the legal obligations of a lease.

The term of the ERN is one year with two possible six month extensions. The schedule of performance sets clear objectives to be met by the Museum prior to executing a lease, including meeting certain fundraising targets. It is envisioned that the lease will be for a 50 year term for $1 per year in rent.

The construction and development team assembled by the Discovery Museum is highly qualified to undertake the project. Carson Development and John F. Otto, Inc. will be the construction team and are experienced in rehabilitating and financing historic buildings. The architects are Dreyfuss & Blackford, who were designers for the CalPERS R Street building and East End Project and Lionakis Beaumont Design Group, who designed the Water Intake Structure and the new California Department of Motor Vehicles building. The structural engineering firm is Buehler & Buehler who have an extensive experience with local public and private projects. The fundraising consultant is Bentz & Associates who is a national fundraising and management consulting firm with extensive experience in fundraising for museums.

Attachment 2

Site Plan



RESOLUTION NO. 2007-

Adopted by the Sacramento City Council

AUTHORIZATION FOR AN AGREEMENT WITH THE SACRAMENTO MUSEUM OF HISTORY, SCIENCE AND TECHNOLOGY FOR THE EXCLUSIVE RIGHT TO NEGOTIATE ("ERN") FOR THE REDEVELOPMENT AND REUSE OF THE JIBBOOM STREET POWER STATION SITE

BACKGROUND

A. The City owns certain real property ("Property") located in the City of Sacramento, being all or a portion of the properties west of Jibboom Street identified as parcels 001-0190-004, -009, -011, -015, and -016, as shown on the map attached hereto as Exhibit A and being located within the Richards Boulevard Redevelopment Project Area ("Project Area").

B. The Property contains the City historic landmark structure, the Jibboom Street PG&E Power Station ("Power Station"), which has been shuttered and in deteriorating condition since it was last used for a heavy industrial operation in the early 1960s.

C. The Property has been identified by the City as important to the furtherance of the Richards Boulevard Redevelopment Plan ("Redevelopment Plan") and the elimination of blighting conditions in the Project Area. The Redevelopment Plan identifies the reuse of parcels that are stagnant or improperly utilized and the rehabilitation of the Project Area as a strategy to eliminate blight.

D. The City desires to rehabilitate and reuse the Power Station for a visitor attraction which preserves the distinctive architectural features of the building and enhances public uses of the surrounding Jibboom Street Park and riverfront.

E. The Sacramento Museum of History, Science and Technology ("Developer"), desires to negotiate with City to redevelop the Property into a science and space museum with an adjacent restaurant and parking structure serving the site.

F. City finds that Developer's proposal meets the objectives of the Riverfront Master Plan, the Richards Boulevard Area Plan and the Redevelopment Plan, and it is in the best interests of the City to pursue the Developer's program for the project.

G. The proposed action to approve the Exclusive Right to Negotiate ("ERN") is exempt from environmental review under CEQA Guidelines, California Code of Regulations, title 14, section 15262. The ERN authorizes staff to work with the developer to define the scope and feasibility of the proposed development project and to complete the environmental review process for the project.

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

Section 1. After due consideration of the facts presented, the findings, including the foregoing recitals and the environmental findings regarding this action, are approved and adopted.

Section 2. The City Manager is authorized to enter into a one year Agreement with Sacramento Museum of History, Science and Technology for the Exclusive Right to Negotiate in substantially the form as the Agreement attached to this Resolution as Exhibit B.

Section 3. The City Manager is authorized to extend the Agreement for up to two additional six-month terms based on substantial progress of Developer in developing the project.

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Exhibit A Parcel Map
Exhibit B Agreement for the Exclusive Right to Negotiate

Exhibit A

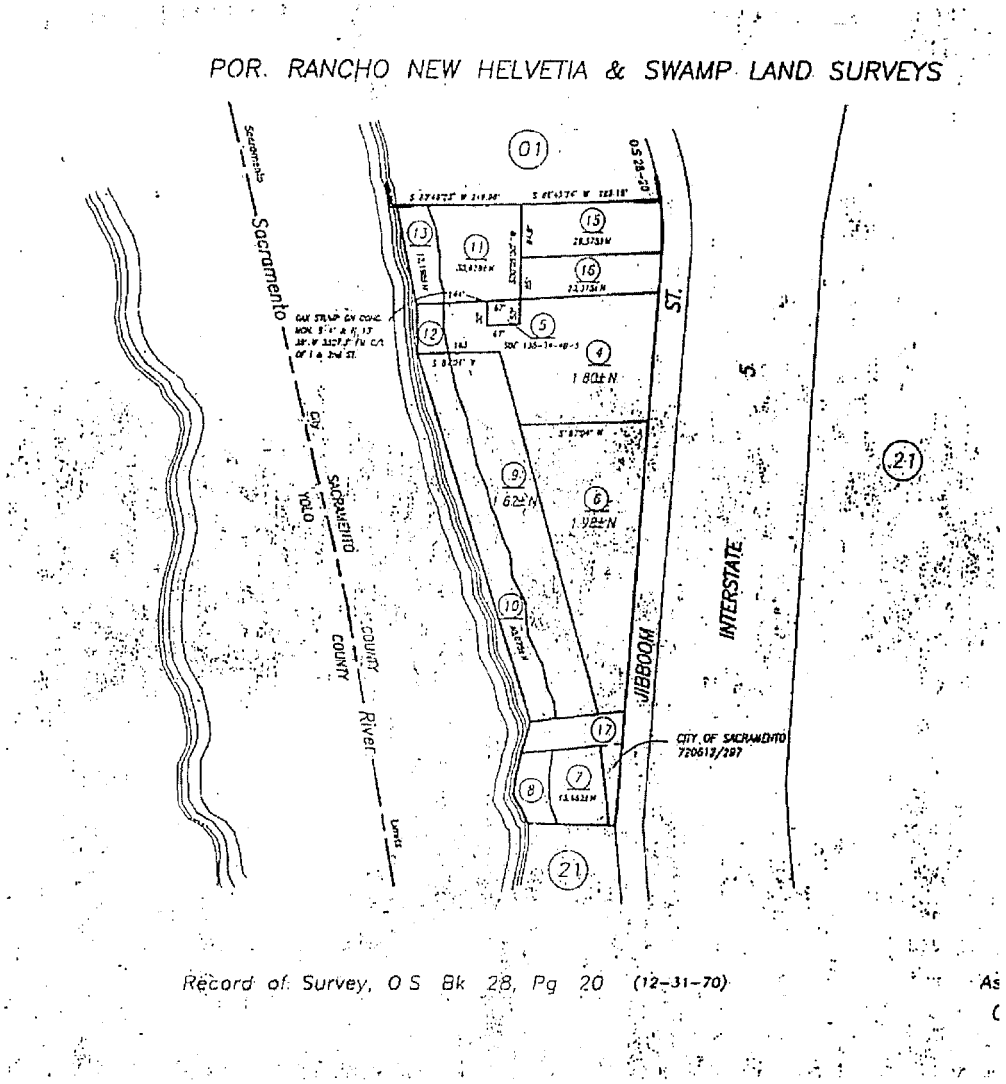
POR. RANCHO NEW HELVETIA & SWAMP LAND SURVEYS
Sacramento
City
SACRAMENTO
YOLO
COUNTY
River
JIBBOOM
ST.
INTERSTATE
5
01
21
CITY OF SACRAMENTO
720613/297
Record of Survey, O S Bk 28, Pg 20 (12-31-70)

Exhibit B

Agreement for the Exclusive Right to Negotiate Jibboom Street Power Station Site

The City of Sacramento ("City") and the Sacramento Museum of History, Science and Technology ("Developer"), have entered into this Agreement for the Exclusive Right to Negotiate ("Agreement") as of _____, 2007.

RECITALS

A. Developer desires to negotiate with City to develop certain real property ("Property") located in the City of Sacramento, County of Sacramento, State of California, being all or a portion of the properties on the west of Jibboom Street known as 001-0190-004, -009, -011, -015, and -016, as shown on the map attached hereto as Exhibit A. The Property is within the Richards Boulevard Redevelopment Project Area ("Project Area"). The redevelopment of the Property ("Project") is consistent with the Richards Boulevard Redevelopment Plan ("Redevelopment Plan") and its implementing documents. The Property has been identified by the City as important to the furtherance of the Redevelopment Plan and the elimination of blighting conditions in the Project Area.

B. In June 2005, the City circulated widely a Request for Proposals ("RFP") for the Project in a competitive bidding process. Developer submitted one of the five proposals received by the City. While favorably considered, Developer's proposal was not selected due to the financial strength and national reputation of the recommended proposer. However, the recommended proposer withdrew from the Project after it was selected by Council on February 14, 2006.

C. Developer's proposal for redevelopment of the Property into a science and space museum with an adjacent restaurant and parking structure serving the site is the subject of negotiation with the City. The parties contemplate that such negotiation will lead to a mutually satisfactory program for site control, financing and development of the Property, and negotiation of a Ground Lease ("Lease") under which such program will be completed.

D. City finds that Developer's proposal for the Project meets the objectives of the RFP, the Riverfront Master Plan and the Redevelopment Plan, and it is in the best interests of the City to pursue the Developer's program for the Project. City further finds that the Developer has assembled a Project development and construction team that is experienced in financing and rehabilitating historic properties.

E. The purpose of this Agreement is to state the obligations of the City and Developer to investigate the feasibility of the Project and to develop a program for the development of the Property. Once such feasibility is demonstrated, the parties intend to negotiate the terms and conditions of the Lease, exclusively and in good faith, and to use reasonable good faith efforts to complete, execute and deliver the Lease at the end of the term of this Agreement, after full and unrestricted CEQA review and consideration of the Project.

F. The parties agree that the development of the Property, the completion of the Project and the execution of this Agreement are for the purpose of community improvement and welfare, for the benefit of the Project Area and in accordance with the public purposes and provisions of federal, state and local laws under which the Project may be undertaken.

NOW, THEREFORE, City and Developer agree as follows:

1) Exclusive Right to Negotiate. City grants to the Developer an exclusive right to negotiate for the right to develop and lease the Property.

2) Term. This Agreement shall commence as of the date of its execution by both parties ("Commencement Date") and, except as otherwise provided herein, shall terminate upon the earlier of completion of all obligations herein or three hundred sixty five (365) days after the Commencement Date ("Termination Date").

3) Developer's Proposal for Development of the Property. As a condition precedent to the City negotiating the Lease, Developer must prepare a comprehensive proposal for the development of the Property ("Proposal") and submit the Proposal to the City for its approval within ninety (90) days of the Commencement Date. It is agreed and understood that the City's approval of the Proposal is a prerequisite to further consideration of the Project and that the City's approval of the Proposal does not compel or require the City to approve the Project, or enter into a Lease with Developer.

   a) Contents of Proposal. Developer shall include in its Proposal, without limitation, the following: (a) a detailed description of the Developer's development team, naming the principals of Developer, the architectural and design team, the general contractor, and the marketing team; (b) Project conceptual design, including site plan, elevations and typical floor plates in keeping with all applicable planning requirements and design guidelines of the City; (c) refined economic estimate of construction costs for Project designs; (d) detailed fundraising plan and financing plan; (e) 10-year cash flow analysis for Project operations; (f) location of parking spaces and the physical manner by which those spaces will be operated; (g) description of restaurant's financial and operational relationship with the Project; (h) evidence of ability to satisfy city insurance and indemnity requirements; and (i) identification of the development and construction team members.

   b) Disapproval of Proposal. This Agreement shall terminate if the City Manager or his designee disapproves the Proposal.

4) CEQA Review.

   a) At Developer's expense, the Developer shall prepare all environmental documents necessary for the City to conduct appropriate environmental review of the Project under the California Environmental Quality Act ("CEQA")

   b) Within ninety (90) days of the Commencement Date, Developer shall prepare and submit to the City for approval a Project description to be used by the City to prepare the environmental documentation for the Project following approval of the Proposal. Upon the City's request, Developer shall supply any additional data and information both to determine the impact of the Project on the environment and to assist in the preparation of the environmental documents.

   c) Nothing in this section shall be construed to limit the City's powers, rights and duties under CEQA or to obligate the City to approve the proposed Project or enter into a Lease with Developer.

5) Schedule of Performance. The parties shall perform the following obligations by the dates specified in the following schedule ("Schedule of Performances"):

Due Date	Action	Responsible Party
Within ninety (90) days of Commencement Date	Refine site plans for the Property including revised design of museum and detailed concepts for the restaurant/entertainment/ parking/public components of the Project	Developer
	Develop concepts for the open space components of the Project that harmonize with the City's Jibboom Street Park Master Plan and planned park improvement plans	Developer and the City
	Refine estimated construction costs, including all applicable fees and contingencies	Developer
	Refine development and operating pro formas	Developer

Due Date	Action	Responsible Party
	Submit a Project description to the City	Developer
	Submit a comprehensive Proposal to the City meeting the requirements detailed in Section 3a. above.	Developer (with City support)
Within one-hundred twenty (120) days of Commencement Date	Approve or disapprove Proposal and Project description within 30 days of submission	City
	Consult with appropriate State and local agencies with jurisdiction over the Project regarding Project approvals	Developer and the City
	Consult with appropriate community and river groups with interests in the Project	Developer and the City
	Submit Planning entitlement application to City Planning Department	Developer
	Begin CEQA analysis	City
	Solicit comments from Design Review and Preservation Board for use in CEQA analysis	Developer and the City
Within three-hundred thirty (330) days of Commencement Date	Finalize schedule of performances for the construction period	Developer
	Negotiate the terms and conditions of the Lease	Developer and the City
	Provide evidence of confirmed commitments meeting at least 60% of total fundraising goal	Developer
	Provide evidence of at least $5 million in cash deposited in Developer's capital campaign bank account for construction costs	Developer
Within three-hundred sixty five (365) days of Commencement Date	Obtain Project entitlement approvals, including CEQA, from the City	Developer
	Execute the Lease	Developer and the City

6) Lease.

a) The parties shall make a good faith effort to negotiate the terms and conditions of a lease of the Property in accordance with the timeframe in the Schedule of Performances and to use reasonable and good faith efforts to complete and fully execute the Lease by the Termination Date.

b) The parties agree that the Lease will include, without limitation, the following terms and conditions: (a) use covenants to run with the land; (b) payment and performance bonding and/or other completion assurances; (c) insurance and indemnities, including hazardous materials indemnities; (d) anti-discrimination provisions; (e) the City's local hiring policies and prevailing wage requirements; (f) performance assurances; (g) limitation on assignments prior to Project completion; (h) compliance with CEQA mitigation; (i) the City's rights to revest the Property upon default; and (j) the City's Art in Public Places requirements; (k) the City's rights to cure defaults, assume loans and complete construction; (l) loan guarantees and additional securities; (m) customary protections for lenders providing financing for the Project; and (n) business operations and maintenance standards and requirements.

7) Predevelopment Costs. Developer shall bear all predevelopment costs relating to actions of Developer under this Agreement, including but not limited to costs for planning, environmental, architectural, engineering and legal services, and other costs associated with preparation of Developer's Proposal and the Lease.

8) Term Extension. This Agreement may be extended for up to two additional periods of up to one hundred and eighty (180) days each ("Extension Period") and the schedule of performances amended by the City Manager or his designee upon the mutual agreement of the parties. During the Extension Period, the parties shall accomplish all of the tasks necessary for the execution of the Lease, including without limitation, negotiating Lease terms, developing architectural plans, preparing environmental studies and documentation, obtaining financing commitments, obtaining tenant commitments as necessary for financing, and engaging the general contractor.

9) Default. Except as otherwise provided herein, the following events by either party shall be "Events of Default": (a) failure to perform obligations when due, which failure is not caused by the other party, (b) failure to negotiate the terms and conditions of the Lease in good faith, (c) failure to reasonably cooperate with the other in fulfilling the other's obligations under this Agreement, or (d) unilaterally terminating this Agreement; provided, however, none of these events shall constitute an Event of Default unless the event continues for more than thirty (30) days after receipt of written notice of default from the other party.

   a) Remedies. Upon the occurrence of any one or more of the "Events of Default", either party shall have the right to terminate this Agreement and may pursue equitable remedies available to it for such Default. Upon such termination, the City shall have the right to: 1) retain the Deposits; and, 2) pursue development of the Project without any participation by Developer.

   b) The remedies contained in Section 9a. are the sole exclusive remedies for default of this Agreement, and neither party may claim, as a result of a default of this Agreement, any damages, whether monetary, non-monetary, contingent, consequential or otherwise.

10) Unavoidable Delays. Neither the City nor Developer shall be considered in breach of, or default of, its obligations under this Agreement, if the delay in the performance of such obligations is due to unforeseeable causes beyond the delayed party's control and without its fault or negligence. Unforeseeable causes shall include acts of God, acts of the public enemy, acts of the federal government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather (as for example, floods, tornadoes, or hurricanes). In the event of the occurrence of any such delay, the time or times for performance of such obligations of the City and Developer shall be extended for the period of the delay provided that the party seeking the benefit of the provisions of this section shall, within ten days after it has or should have knowledge of any such delay, has first notified the other party, in writing, of the delay and its cause, and requested an extension for the period of the delay.

11) Disclosure of Interested Parties. Developer shall, as a condition precedent to execution of the Lease by the City, make full disclosure to the City of the identity of all principals, officers, stockholders, partners, joint venturers, and entities in Developer.

12) No Joint Venture. This Agreement does not create a joint venture or a partnership between the parties.

13) Notices. Notices to either party shall be personally delivered or sent by first class mail to:

City of Sacramento
Economic Development Department
1030 15th Street, Second Floor
Sacramento, California 95814
Attn: Rachel Hazlewood

The Sacramento Museum of History, Science and Technology
1011 I Street
Sacramento, California 95814
Attn: Evangeline J. Higginbotham, Ph.d.

14) Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Developer, and by City, in accordance with applicable provisions of the Sacramento City Code.

15) Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law

16) Waiver. Neither City's acceptance of the performance of any obligation under this Agreement by Developer, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17) Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

18) Assignment Prohibited. Developer shall not assign any right or obligation pursuant to this Agreement without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

19) Authority. The person signing this Agreement for Developer hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Developer and to bind Developer to the performance of its obligations hereunder.

Executed as of the date first written above, in Sacramento, California.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____
Print name:_____

Title:_____

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Sacramento Museum of History, Science and Technology
A Nonprofit Corporation

By: _____
Evangeline J. Higginbotham, Ph.d.
Its: Executive Director

By: _____
Michele C. Wong
Its: President