

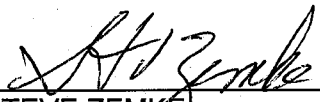
**RESOLUTION 12-04 OF THE EXXON VALDEZ OIL SPILL TRUSTEE COUNCIL
REGARDING AUTHORIZATION FOR ADDITIONAL FUNDS FOR PROJECT 12120100
EVOSTC ADMINISTRATIVE BUDGET- RELOCATION EXPENSES**

We, the undersigned, duly authorized members of the *Exxon Valdez* Oil Spill Trustee Council do hereby certify that, in accordance with the Memorandum of Agreement and Consent Decree entered as settlement of *United States of America v. State of Alaska* No. A91-081 Civil, U.S. District Court for the District of Alaska, and after public meetings, unanimous agreement has been reached to expend funds received in settlement of *State of Alaska v. Exxon Corporation, et al.*, No. A91-083 CIV, and *United States of America v. Exxon Corporation, et al.*, No. A91-082 CIV, U.S. District Court for the District of Alaska, for necessary natural resource damage assessment and restoration activities for federal fiscal year 2012 in the amount of \$12,000, for expenses associated with relocation of the Council's Restoration Office. This amount includes applicable General Administration (GA). There are no project management fees. The monies are to be distributed according to the following schedule:

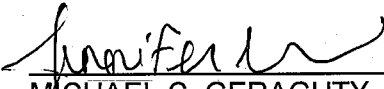
Alaska Department of Fish and Game (includes 9% GA)	\$12,000
TOTAL TO State of Alaska	\$12,000
TOTAL APPROVED	\$12,000

By unanimous consent, we hereby request the Alaska Department of Law and the Assistant Attorney General of the Environmental and Natural Resources Division of the United States Department of Justice to take such steps as may be necessary to make available additional funds for relocating the Exxon Valdez Oil Spill Trustee Council's Restoration Office from the appropriate account designated by the Executive Director.

Approved by the Council at its meeting of March 27, 2012 held in Anchorage, Alaska as affirmed by our signatures affixed below.

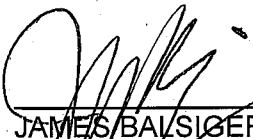


STEVE ZEMKE
Alternate Trustee
Chugach Nation Forest
U.S. Department of Agriculture

for 

MICHAEL C. GERAGHTY
Attorney General
Alaska Department of Law

KIM ELTON
Senior Advisor to the Secretary
for Alaska Affairs
U.S. Department of the Interior



JAMES BALSIGER
Administrator, Alaska Region
National Marine Fisheries Service
U.S. Department of Commerce

CORA CAMPBELL
Commissioner
Alaska Department of Fish and Game

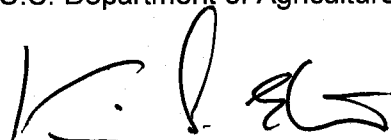
LARRY HARTIG
Commissioner
Alaska Department of Environmental
Conservation

Attachments:

- Proposal for the Collocation of EVOSTC Staff on the USGS Consolidated Campus
- USGS MOA between Alaska Science Center and EVOSTC

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Alternate Trustee
Chugach Nation Forest
U.S. Department of Agriculture



KIM ELTON
Senior Advisor to the Secretary
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U.S. Department of the Interior

MICHAEL C. GERAGHTY
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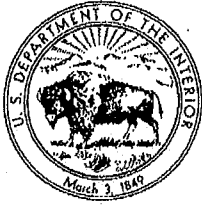
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United States Department of the Interior

U.S. GEOLOGICAL SURVEY
OFFICE OF THE REGIONAL EXECUTIVE – ALASKA AREA
4210 University Drive
Anchorage, AK 99508
<http://alaska.usgs.gov>

March 13, 2012

To: Elise Hsieh
Executive Director
Exxon Valdez Oil Spill Trustee Council

From: Leslie Holland-Bartels
USGS Regional Executive – Alaska Area

Re: Transmittal of Proposal for the Collocation of *Exxon Valdez* Oil Spill Trustee Council Staff on the USGS Consolidated Campus

The U.S. Geological Survey (USGS) has prepared a proposal for consideration by the *Exxon Valdez* Oil Spill Trustee Council regarding the collocation of their staff on the USGS Consolidated Campus. As you know, USGS administers the Council's existing GSA lease, which expires 30 September 2013. Actions must be taken in the near future to either renegotiate this GSA lease or make alternate arrangements. We have concluded that one such arrangement, the collocation of the Council staff on the USGS Consolidated Campus, will result in reductions in space and cost that benefit both organizations.

I understand that the information needs to be transmitted to members of the Council before your upcoming meeting and I would appreciate your assistance in seeing that the Council receives this proposal for their review and approval. We are available to discuss the proposal and answer any questions at your convenience.

PROPOSAL FOR THE COLLOCATION OF *EXXON VALDEZ* OIL SPILL TRUSTEE COUNCIL STAFF
ON THE USGS CONSOLIDATED CAMPUS

March 13, 2012

SUMMARY

The U.S. Geological Survey (USGS) is required to renegotiate the lease it administers for the *Exxon Valdez* Oil Spill Trustee Council, as the existing GSA lease for this space terminates 30 September 2013. The timing of this renegotiation, in support of a strategic partner, with whom USGS Alaska Area Regional Executive Leslie Holland-Bartels acts as a representative on behalf of the Secretary of the Interior, has resulted in a positive opportunity to collocate with USGS staff, while realizing actual reductions in space and cost. These savings will benefit the Council, as well as enable USGS to meet DOI and OMB real property cost savings and space management directives.

BACKGROUND

In August 2011, USGS Associate Director Karen Baker issued a bureau-wide memo entitled, "OMB Facilities/Space Cost Savings/Avoidance and Space Management Policy." This memo communicated recent DOI and OMB requirements related to real property cost cutting strategies. As a result, all space actions are to be closely scrutinized, including occupancy agreement renewals, for cost savings measures, such as collocations with other government offices or reducing overall space requirements by improving utilization. In addition, cost and square footage reductions were identified government-wide.

As part of the required 20-month lead time for GSA lease renewals, in February 2012, USGS re-examined the Council's current occupancy agreement, and in light of the new space management policies, identified an opportunity to reduce square footage and costs by collocating Council staff on the USGS Consolidated Campus (specifically Grace Hall), on the campus of Alaska Pacific University.

In terms of square footage, the Council currently occupies 3,859 square feet in the GSA-leased Chamber of Commerce Building (representing 3% of the total USGS footprint). Based on initial discussions with Council staff about their estimates of future space needs, USGS is prepared to provide a block of 2,275 square feet to the Council for its offices

The cost savings that would be realized through this space reduction are significant. Currently, the Council is slated to pay \$120,133 and \$125,984 for FY2012 and FY2013, respectively, for 3,859 square feet in the Chamber of Commerce building. By occupying 2,275 square feet in Grace Hall, the cost would be \$82,389 and \$82,659 annually, for FY2012 and FY2013. The amount actually due for FY2012 will be determined by the agreed upon move-in date; pro-rated amounts for both locations will be due at that time (see Action Item 2 below for current estimate). Furthermore, Council out-year costs following FY2013 for occupancy of the Chamber of Commerce building are currently unknown. However, one could estimate an initial increase in FY2013 based on the current Anchorage market values, followed by increases that "will continue to escalate at about 2% per year." (OMB Guidance). For Grace Hall, however, the occupancy agreement has already been negotiated through April 2028,

with an annual increase of less than 1% per year. Thus, collocation with USGS staff in Grace Hall could also provide certainty in terms of cost planning.

There is a benefit to the USGS as well. This proposed collocation action would join a series of other actions taken by the USGS to reduce its space utilization by 20%, in line with Bureau and OMB targets. USGS will have achieved this overall target in Alaska primarily through increased collocations with strategic partners since FY2010 and through implementing reduced utilization standards (180 square feet per person) and other space efficiencies. These space efficiencies have been or are being accomplished concurrently through new space design in the Glenn Olds Hall Addition (now under construction), modification of other Grace Hall space, and with closure of USGS occupancy of the space inefficient Gould Hall.

Finally, collocation also provides advantages in terms of the Council joining a campus with other Federal partners. Once located on the USGS Campus, the Council would be in proximity to the Department of the Interior Office of the Solicitor – Alaska Region, the USGS Office of the Regional Executive – Alaska Area, and the USGS Alaska Science Center, facilitating discussions among these strategic partners. Sharing the campus with USGS, the Council would also have access to a number of small (5 people capacity) to large (100 people capacity) conference rooms to use when meeting with other partners and the public. The availability of these conference rooms will be provided at no additional cost to the Council, although access may be limited by previously scheduled USGS meetings and events. Additional non-facilities costs may also be negotiated with USGS.

ACTIONS NEEDED

1. USGS must provide GSA with 120-days written notice that it plans to vacate the Chamber of Commerce building, which the Council currently occupies.
2. The USGS ASC and the Council will sign a Memorandum of Agreement and an annual collocation agreement (template attached) negotiating the facilities and other costs for the remainder of FY2012. Based on the Council moving into Grace Hall by 1 August 2012, for FY2012 the Council would owe \$100,111 for 10 months at the Chamber of Commerce building and \$13,732 for 2 months in Grace Hall, totaling \$113,843. If the Council accepts all the suggested collocation costs (such as sharing mail and copier costs), they would be responsible for an additional \$1,199 for FY2012.
3. Based on lead time needed to establish telecommunications and computer servers, the Council's IT staff, in coordination with USGS ASC IT staff, may begin work in Grace Hall as early as 1 May 2012. Access to the building's telephone closet, as well as individual offices for wiring and other needs will be available at this time. Telecommunications and computer network costs will be the responsibility of the Council.
4. Modifications to the space in Grace Hall will need to be coordinated through USGS and GSA. For the initial occupancy by the Council, the space will remain as is currently laid out, including 6

private offices and 1 locking suite door. When modifications are negotiated, the costs will be paid by the Council.

5. The Council will contract with a local moving company to transport their office furniture, equipment, and contents from the Chamber of Commerce building to Grace Hall. This will be at the expense of the Council.

RECEIVED

MAR 16 2012

**U.S. GEOLOGICAL SURVEY
MEMORANDUM OF AGREEMENT** **EXXON VALDEZ OIL SPILL
TRUSTEE Council**

BETWEEN

Alaska Science Center

AND

The Exxon Valdez Oil Spill Trustee Council

I. PURPOSE

The purpose of the Memorandum of Agreement (MOA) is to establish areas of common agreement and specify specific responsibilities and rights between the parties regarding the sharing of facilities in the *Alaska Science Center*.

II. SCOPE

This MOA applies to the respective organizations that share facilities in the *Alaska Science Center*. It is intended to identify the responsibilities of the Host Cost Center (*Alaska Science Center*) and the Parent Cost Center (*Exxon Valdez Oil Spill Trustee Council*) with respect to the level of service and expectations on the part of both parties (also referred to below as Cost Centers). It is not intended to direct or interfere in the scientific activities of either organization.

III. POINT OF CONTACT

Final authority for this MOA resides with the Center Director for the *Alaska Science Center* and the Executive Director for the *Exxon Valdez Oil Spill Trustee Council*.

For the *Alaska Science Center*, day- to-day responsibility for implementation and administration is the Administrative Officer.

For the *Exxon Valdez Oil Spill Trustee Council*, day-to-day responsibility for implementation and administration is the Administrative Officer.

IV. RESPONSIBILITIES

Alaska Science Center

- A. *Alaska Science Center* will be the lead organization for obtaining space. The *Alaska Science Center* will provide the *Exxon Valdez Oil Spill Trustee Council* with information and assistance in decisions affecting total staff. The *Alaska Science Center* will be the lead organization for obtaining repairs and

building support when needed (Space allocations will be determined through joint dialogue of both organizations and documented in a Business Case Analysis workbook to show the cost-benefit analyses performed to support the facilities change.)

- B. *Alaska Science Center* will provide common office support to *Exxon Valdez Oil Spill Trustee Council* employees that include the same level of service as *Alaska Science Center* employees, providing normal office supplies, reproduction machines, and US postage. See attached Co-Location Request Form for specifics.
- C. *Alaska Science Center* will assist *Exxon Valdez Oil Spill Trustee Council* employees in obtaining parking spaces. See attached Co-Location Request Form for specifics.
- D. These responsibilities shall not preclude management staff agreeing to provide or assist in any other endeavor or action, which is mutually agreeable to both parties.

Exxon Valdez Oil Spill Trustee Council

- A. *Exxon Valdez Oil Spill Trustee Council* will identify specific office, storage and warehouse needs to *Alaska Science Center*. This includes times when additional *Exxon Valdez Oil Spill Trustee Council* personnel, not normally supported, will need space or assistance.
- B. *Exxon Valdez Oil Spill Trustee Council* personnel will provide their own computer systems, configured to their needs. Computer networking and telecommunications needs will also be the direct responsibility of the *Exxon Valdez Oil Spill Trustee Council*.
- C. These responsibilities shall not preclude research and management staffs from agreeing to support or assist in other endeavors or actions, which are mutually agreeable to both parties.

Common

- A. Each organization will provide maintenance for their commonly used items.
- B. Each organization will be responsible for obtaining and renewing their mission-specific software maintenance requirements.
- C. Each organization will apprise the other of planned training or presentations and shall allow both organizations to attend mutual scientific project, safety, and facilities issues. If there is a per person cost for attendance, each organization will be responsible for their own costs.
- D. Each organization will coordinate when hosting meetings and conferences, particularly when such meetings will be longer than one day.
- E. *Alaska Science Center* and *Exxon Valdez Oil Spill Trustee Council* will review the MOA annually.

Exceptions

- A. Each organization will maintain their own vehicles.
- B. Each organization will provide their own support for any service or need not mentioned in this MOA such as editing, GIS, payroll, property accountability, travel vouchers, personnel and procurement.

V. FINANCIAL MANAGEMENT

The Cost Centers will use the Co-Location Request form (attached) to document the support and facilities costs agreed upon between the *Alaska Science Center* and the *Exxon Valdez Oil Spill Trustee Council* and will follow the Co-Location Memorandum and the FOP Chapter 6.7 for procedures. The *Alaska Science Center* will be reimbursed for both support and facilities expenses by the *Exxon Valdez Oil Spill Trustee Council*.

IV. LENGTH OF AGREEMENT

This agreement will remain in force for up to five years from date signed, with the option to renew if mutually agreed, or until one or both Cost Centers stipulate in writing their desire to terminate (120 days notice required). Actual termination of the agreements shall be at the wishes of the Cost Centers subject to approval in writing from the Regional Executive. Facilities policy for the USGS at this time requires that the withdrawal of one Cost Center would transfer the space cost liability to the other.

This agreement may be modified or rewritten at any time with the mutual consent of the cost centers.

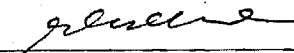
VII. APPROVALS

Mark Shasby

Digitally signed by Mark Shasby
DN: cn=Mark Shasby, o=USGS, ou=Director-Alaska Science
Center, email=shasby@usgs.gov, c=US
Date: 2012.03.13 14:40:19 -08'00'

Alaska Science Center Director

Date


Exxon Valdez Oil Spill Trustee Council Executive Director

3/27/12
Date