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**From:** [Schorr, Jennifer L \(LAW\)](#)  
**To:** [Hsieh, Elise M \(EVOSTC\)](#)  
**Subject:** FW: Cordova EVOS Attach A- Scope of Work\_5 18 11  
**Date:** Wednesday, May 18, 2011 11:37:35 AM  
**Attachments:** [Cordova EVOS Attach A- Scope of Work\\_5 18 11.doc](#)

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FYI, this went to DCCED.

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**From:** Schorr, Jennifer L (LAW)  
**Sent:** Wednesday, May 18, 2011 11:37 AM  
**To:** Davis, Jill E (CED)  
**Cc:** 'Belt, Regina (ENRD)'  
**Subject:** Cordova EVOS Attach A- Scope of Work\_5 18 11

Dear Jill -

Attached please find the revised Scope of Work for the Cordova Center grant agreement. It has been reviewed and approved by the federal and state attorneys.

Thank you again for your help and please let me know if you have any questions.

Thank you,  
Jen

## **Attachment A Scope of Work**

### **1. Project Description**

The purpose of this grant [pursuant to the provisions of AS 37.05.315] in the amount of the lesser of one-third of the cost of construction or \$7,000,000.00, plus interest, is to provide funding to the City of Cordova towards the construction of the Cordova Center for Exxon Valdez Oil Spill (EVOS) related functions. The funding source for this project is the EVOS Trustee Council (Trustee Council). As a critical part of the legacy of the EVOS, a need exists for a facility that serves several important EVOS administrative functions as the office in Anchorage is phased out. This funding will provide for the following in the multi-use facility "Cordova Center" as it is constructed: a conference center (including multimedia capabilities) for EVOS related meetings, workshops, and scientific conferences; a public education facility, including a museum and library to contain material and permanent exhibits about EVOS and its impacts to resources and services as well as their recovery and status; and an information center that will provide information about the past and ongoing restoration work conducted by the Trustee Council.

The total square footage of the Cordova Center is 34,858. It has been calculated that approximately 25,849 square feet of the Cordova Center will be used at least a portion of the time for EVOS-related activities. The EVOS Council originally authorized funding in May of 2008 for this project with the intention to fund one third of the total project. Ground breaking took place in the summer of 2010 and a resolution approving conditions for the project funding was approved November 3, 2010. It has been determined that expenditures incurred prior to the start date of this grant agreement may be considered for reimbursement. Expenditures will be reviewed by a designated EVOS Council Member or the Executive Director of the Trustee Council prior to being sent to DCCED for reimbursement. Approval by the EVOS Council or the Executive Director will insure that the condition set forth in #4 of the following conditions has been met. It has also been determined that the letter dated September 28, 2010 by the City of Cordova that identifies additional funding for the project meets condition #2. This determination is documented in the attached letters from the Alaska Department of Law and the National Oceanic and Atmospheric Administration.

In return for these funds, Grantor agrees to comply, in building the Cordova Center and in its subsequent operation for the life of the facility or until otherwise agreed by the Trustee Council, with the following conditions that were included in Resolution 11-02 of the Exxon Valdez Oil Spill Trustee Council regarding the Cordova Community Center November 03, 2010:

1. A portion of the facility shall be used as described in the October 2010 Cordova Center proposal, to provide administrative support for the *Exxon Valdez* oil spill Trustee Council ("Trustee Council") restoration program, including educating the public and building scientific knowledge relating to the impacts of the 1989 *Exxon Valdez* Oil Spill ("EVOS") and restoration of those impacts and further restoration goals.
2. The City of Cordova will provide, before any expenditures from the EVOS Restoration Fund, documentation demonstrating to the satisfaction of the Alaska Department of Law and National Oceanic and Atmospheric Administration that the city has firm commitments for the funding of all anticipated costs of construction of the Cordova Center, and that the Cordova Center will be used for the EVOS-related purposes as described in the October 2010 proposal.

3. The City will provide a written commitment that it will fund all operation and maintenance costs of the Cordova Center and not request those funds from the Trustee Council; the City will be responsible for all ongoing costs after construction.
4. The Trustee Council will fund the expenditure of up to \$7,000,000 (plus interest earned on that amount after January 4, 2011) or one-third of the cost of construction of the Cordova Center, whichever is less. Funds will be distributed on a quarterly basis to pay for not more than one-third of the billings for the construction phase of the project.
5. The City will provide meeting space for Trustee Council-related meetings and workshops (including Trustee Council meetings, meetings of researchers conducting EVOS-related work, and Public Advisory Committee meetings) free of any facility charges for the life of the facility (estimated at 50+ years). The Conference Center will include a main auditorium and theater with a capacity of 220 people each, a multipurpose community room, and a small meeting room.
6. In the Museum component of the Cordova Center, 3,450 square feet of the total 5,925 square feet will be dedicated to EVOS-related exhibits and interpretive displays for the life of the facility unless otherwise approved by the Trustee Council. The Museum will include both a permanent EVOS display as well as a temporary gallery for traveling and temporary exhibits on EVOS.
7. The Museum includes the Science Discovery and Education Room (850 square feet), 100% of which is devoted to EVOS-related activities for the life of the facility, including the Science Discovery Program and various marine science educational programs unless otherwise approved by the Trustee Council. The Science Discovery and Education Room will include a lab equipped with wet and dry sinks and storage for scientific equipment.
8. The Library in the Cordova Center will contain 3,450 square feet (out of a total of 5,652 square feet) of EVOS materials for the life of the facility unless otherwise approved by the Trustee Council. Subject to the agreed space limitations, the Library shall accept all EVOS-related documents approved for transfer to it by the Trustee Council. The Library will also serve as a resource for EVOS-related media inquiries, filmmakers, researchers, and authors.
9. All of the facilities and services described above will be provided to the Trustee Council or any successor organization free of any use or maintenance charges in consideration for the payments from the EVOS Restoration Fund towards the Cordova Center's construction costs.

This document is intended to satisfy the requirements of condition number 10 of Trustee Council Resolution 11-02, requiring that the foregoing conditions be made legally binding through a contract or other appropriate form of agreement.

No amendment or modification of this Grant Agreement may impair Grantee's agreement to comply with the conditions set forth in Resolution 11-02 of the Trustee Council regarding the Cordova Community Center November 3, 2010.

No officer or employee of the United States, or family member of that officer or employee, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work performed in connection with the project. For purposes of this requirement "family member" is defined to include spouse and minor children.

To the extent that provisions in this Scope of Work conflict with any other provision in this agreement or its attachments or appendices, the statements in this Scope of Work control.

## **2. Project Budget**

<b>Cost Category</b>	<b>Grant Funds</b>	<b>Total Project Cost</b>
<b>Construction</b>	<b>\$6,950,000.00</b>	<b>\$6,950,000.00</b>
<b>Administration Funds</b>	<b>Up to 1% of Total Project Cost</b>	<b>Up to 1% of Total Project Cost</b>

## **3. Budget Narrative**

The Grant Funds identified above will be used to complete the project described in the above Project Description. The Total Project Cost shall not be increased. Administration Funds will be limited to a maximum of one percent of the total project cost; approval of the Trustee Council is required to increase administrative funding above one percent.

## **4. Project Management/Reporting**

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the Mayor. The Mayor may delegate signatory authority for executing the Grant Agreement and amendments to others within the City government via the Signatory Authority Form. The Mayor may also designate financial and progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the City government, unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the grant and any balance of funds under the grant. It may also result in the Grantee being required to return such amounts to the State for redeposit into the Exxon Valdez Oil Spill Restoration Trust Fund or an associated subaccount of the GeFONSI account established by the Alaska Department of Fish and Game.

The Grantee must furnish Certificates of Insurance as set forth in Article 1 of Appendix B2 prior to receipt of any grant funds.

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form (see attached) quarterly during the life of the Grant Agreement. Grant Financial/Progress Report Forms are

due fifteen (15) days after the end of the quarter being reported. The report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project. Under no circumstances will the Department release funds to the Grantee unless all required reporting is current.

## **5. Grant Forms Packet**

The following page, which includes the Designated Legislative Grant Financial/Progress Report Form, is to be used by the Grantee for quarterly reporting. Additional copies of this form are available from the Department, electronically or in hard copy.