



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Washington, D.C. 20507

Office of the Chair

TO: Headquarters and Washington Field Office employees

FROM: Naomi C. Earp *Naomi C Earp*

DATE: May 1, 2007

SUBJ: Relocation update

Dear Colleagues:

Thank you to those who participated in the relocation meeting on April 26 and to those who sent emails to me or my staff. I appreciate everyone's candor. Yesterday, as promised, I met with GSA officials (the Assistant Regional Administrator and the Director, Leasing Policy and Performance Division) to share your concerns, discuss options, and decide on the next step. At the meeting, I explained that employees expressed very passionate views about relocation. In addition, I shared the issues (safety, amenities, accessibility, etc.) that you raised both during the April 26 meeting and via e-mail.

I was assured that the issues raised by agencies in past solicitations involving the availability of amenities are not present in our case. In recent cases, the developer/owner could not provide proof in the form of leases or letters of intent regarding amenities. In our case, letters of intent have been signed and amenities should be in place at the end of 2007 and in 2008. Please note that GSA's Solicitation for Offers requires that amenities be within 2,000 walkable linear feet and not within 2½ blocks as we had requested.

Quite simply, our options are limited. The next best location shares the same issues as the best location. Therefore, even if a case could be made to not select the location recommended by GSA, we would be paying more for essentially the same type of location. Starting the process over or selecting a location other than the one recommended would result in litigation that would need to be resolved before we could proceed with a new solicitation for offers. The latter would occur only if GSA prevailed in the litigation proceedings. In the interim, we would need to negotiate an extension of our current lease. We currently rent our space at \$47 per square foot. GSA estimates that after the building we occupy is renovated, it will command rent in the \$60-\$65 per square foot range. Asking the owner to delay renovation will cost us, both in terms of paying a rent increase as well as paying for approximately three floors of space that we do not need. Further, there is no guarantee that the owner will agree to our request.

EEOC is defined not by our Headquarters address but by our passion, determination, and commitment to promoting equal employment opportunities. That said, I understand that this is an issue of extreme importance to you and I want to reassure you that I intend to make the move as

smooth as possible. As we discussed at the April 26 meeting, I intend to involve Headquarters and Washington Field Office employees in the process as much as possible.

I expect to be able to share the address of HQ's and WFO's new location as soon as the lease is signed, which should occur within the next few weeks. In the meantime, I request your patience as we proceed.