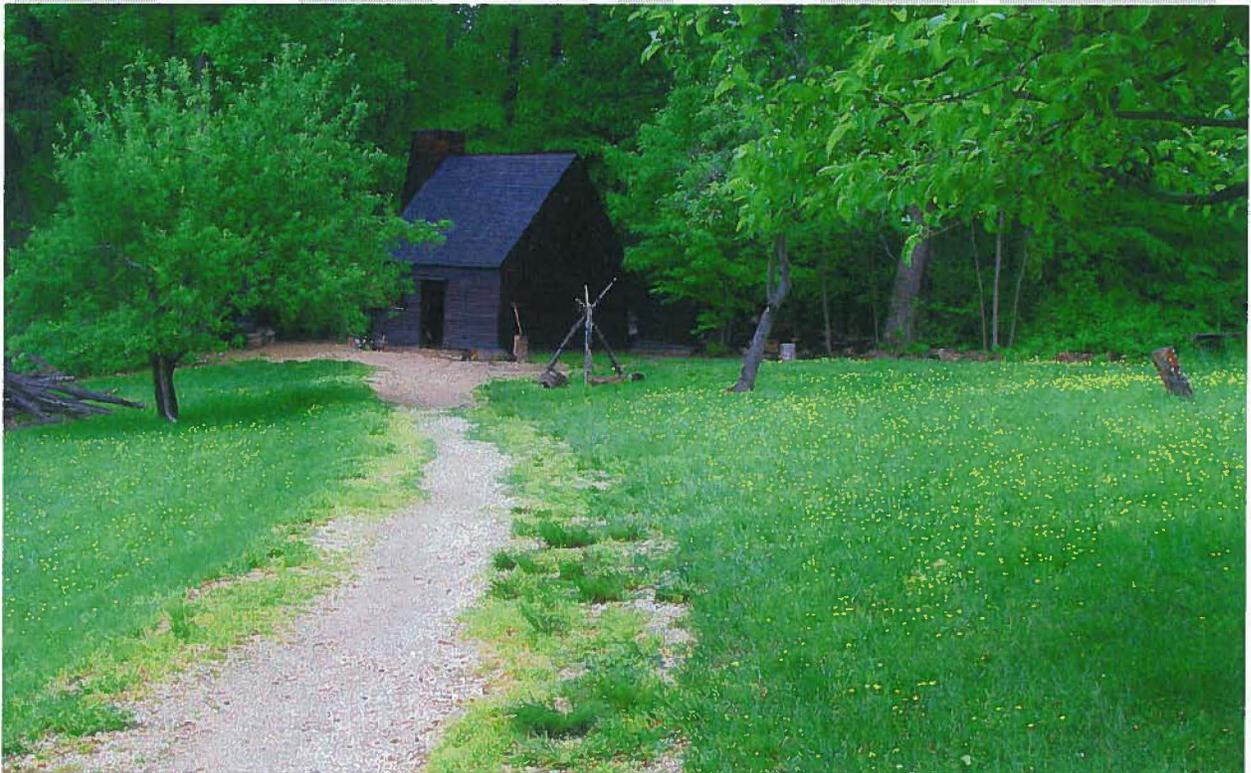




DRAFT
Operations Evaluation of Claude Moore Colonial Farm
June 2015



U.S. Department of the Interior
National Park Service
National Capital Region
George Washington Memorial Parkway
McLean, Virginia

Operations Evaluation of Claude Moore Colonial Farm

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Background Information

George Washington Memorial Parkway (GWMP), a unit of the national park system, includes Claude Moore Colonial Farm (CMCF) originally called Turkey Run Farm. The development of the farm occurred in 1972 with the intention of GWMP management to create a small replica living history farm that represented a typical small farm household and field activities that would have been present in the Fairfax County area during the period of 1776-1820. At the time, it was well supported using Federal funds under initiatives associated with the centennial celebration of Yellowstone National Park.

The farm was created between Georgetown Pike and the GWMP on land transferred from the Federal Highway Administration (FHWA), Department of Transportation-Fairbanks Highway Research Center property to the National Park Service (NPS). Eleven acres of the total 232 acres of land transferred was reviewed for development as a working farm in an Environmental Impact Statement in 1972. The location for the proposed farm site had, in previous years, been used heavily as a storage and disposal site by FHWA, and was consequently denuded, eroded, and in poor condition. The establishment of a replica historic farm improved the landscape while providing a learning experience for the public. For many years, Turkey Run Farm was operated by the GWMP.

Under budget constraints, the NPS was faced with closing the farm in 1980. Through public support within the community, a friends group was formed to help ensure continued operation of the farm. On June 5, 1981, the GWMP entered into an agreement with the Friends of Turkey Run Farm, Inc. (later renamed Friends of Claude Moore Colonial Farm at Turkey Run, Inc. (FCMCF)), who agreed to manage and operate the site for the purpose of conducting "a program of living exhibits, demonstrations and educational programs at Turkey Run Farm Park indicative of an 18th-century low-income Northern Virginia family". The GWMP loaned various administrative office trailers, a replica colonial farmhouse, a barn, equipment and livestock; retained some initial maintenance responsibilities for the first year of operation; and agreed to assist with snow removal and law enforcement activities. The FCMCF agreed to manage the living history program, conduct all maintenance functions including sanitation, and was responsible for providing and maintaining utilities.

While GWMP documentation is lacking, the interviews of those involved with the operations evaluation indicate the Pavilions of Turkey Run, which opened in July 1984, were conceived by FCMCF as a means to support the farm financially as well as to promote the farm's interpretive program. The facility includes four open air picnic pavilions, parking, a restroom, a food preparation area for catering services, volleyball courts, and horseshoe pits. It is unclear when the zip line and climbing wall were added. The facilities were operated by FCMCF until 1997. At that time FCMCF entered into a contractual agreement with JR Stockyards to manage the picnic pavilion rentals and services, and to handle the marketing, booking, sales, catering, utilities and maintenance for the pavilions. FCMCF provides permanent improvements, building repairs and grounds maintenance. JR Stockyards receives all income from operations of the picnic pavilion services and amenities while the FCMCF receives the rental income of the physical space

Since the original signing of the 1981 agreement, there have been seven amendments to the agreement. In brief, these included changing the name of the site to Claude Moore Colonial Farm after the FCMCF received a \$500,000 endowment gift from Dr. Claude Moore; improvements to the farm's administrative complex; changes to boundaries of the area assigned to the partner including additional

acreage; additions to the program, including expansion of the Environmental Living History program area and consideration for a visitor center; and funding installments to support education programming and extensions to agreement term limits.

During the course of the 33 years of the agreement, between the Friends of Claude Moore Colonial Farm at Turkey Run, Inc. and the GWMP, there have been varying levels of coordination and management of the terms of the agreement. Some park superintendents have worked closely with the FCMCF, while others were not engaged in the day to day operations at the site. Over time this led to shifting levels of oversight of the partnership, resulting in some inconsistency by the park to ensure that programs and operations adhered to general practices and policies of the National Park Service.

Recently, turnover of GWMP leadership and staff has created gaps in institutional knowledge and understanding of the partnership's history and the partner's operations at Claude Moore Colonial Farm. GWMP's current management conducted an operations overview and evaluation to help close these gaps and to prepare both parties to enter into a contemporary partnership agreement.

Executive Summary

The purpose of the operations evaluation report is to provide GWMP management with the necessary information to understand the partnership in its current operations. The report also provides critical information to the Friends of Claude Moore Colonial Farm to help ensure the partner operations at the site meet current standards, policy, regulations, and laws as we begin the process of entering into a new agreement.

In September 2014, the NPS organized a team of subject matter experts (see Appendix B) to conduct an operations overview and evaluation of Claude Moore Colonial Farm within GWMP. Findings resulted in recommendations to be addressed by Friends of Claude Moore Colonial Farm and others by the NPS. For a majority of the recommendations, the NPS experts advise that the findings and issues can be resolved with relative ease and speed. Yet, there were four evaluation areas that will need special attention and additional research prior to moving forward with the new agreement:

- *Farm and Non-Farm Concessions Operations.* Additional information is needed regarding the establishment of the concessions and other revenue generating operations at the farm and the site known as the Pavilions at Turkey Run. GWMP will need to work with the NPS regional and national offices to determine which legal authorities, agreements or contracts exist for continued operations or whether changes to these functions will be necessary.
- *Food Safety.* Food safety inspections and evaluation showed fairly standard deficiencies with mostly easy, low cost fixes, but the findings require immediate correction and follow-up. The Friends of Claude Moore Colonial Farm should ensure that the operator is also compliant with the findings and recommendations noted in the report.
- *Housing Facilities, Overnight Accommodations.* Additional information is needed regarding the establishment of a residence at the farm. GWMP will need to work with

the NPS regional and national offices to determine whether the park may authorize the continuation of this practice or whether changes will be necessary.

- *Compliance.* Past practices did not follow federal laws associated with environmental and historic preservation compliance. GWMP will establish clear standard operating procedures with the Friends of Claude Moore Colonial Farm to ensure the partner and the park uphold the requirements of the National Environmental Protection Act and the National Historic Preservation Act and any other applicable laws and policies.

Areas of Evaluation

Through interviews and site visits with the Friend of Claude Moore Colonial Farm's staff, the NPS team was able to gain a partial overview of the partnership and a snapshot of the current operation of the Friends of Claude Moore Colonial Farm. The operational findings from the review are organized under twelve separate evaluation areas with findings and recommendations.

1. General Industry Safety Standards
2. General Industry Structural Fire
3. Wildland Fire
4. Concessions and Financial
5. Food Safety, Water and Waste Water
6. Facilities (Building Condition Assessments and Quarters Habitability)
7. Accessibility
8. Compliance Process NEPA/NHPA
9. Animal Care
10. Visitor Use/Interpretation/Volunteers
11. Drug Free Work Place
12. Property

In the matrices below, each identified issue is accompanied by an urgency label (Imminent, High, and Low-as defined by the park) to assist in determining how the park and partner can begin to resolve the issues and address management needs strategically.

- **Imminent** — Indicates an issue or infraction that, if not addressed, creates a serious risk of a notable health and safety hazard for staff or the public and or irreplaceable resource damage.
- **High** — Indicates an infraction that if not addressed, can potentially lead to a health and safety issue and or damaged resources.
- **Low**— Indicates the issues requires further investigation and conversations between the GWMP and FCMCF.

Evaluation Findings and Recommendations

1. General Industry Safety Standards

Summary of Findings:

This inspection reflects federal regulations and OSHA 29 CFR regulations, which are set by the U.S. Occupational Safety and Health Administration (OSHA). This report is comprehensive and pertains to all employees at the Claude Moore Colonial Farm and its visitors. The safety inspection includes a General Industry/OSHA safety assessment questionnaire requiring completion. The GWMP is mandated to conduct safety inspections at parkway sites and locations. A follow up inspection will be conducted on a date to be determined to review the status identified issues. The purpose of the follow up inspection is to verify that corrective measures are completed or in process.

	ISSUE	RECOMMENDATION
<u>Urgency</u>	<i>(List identified issues and identify if critical or non-critical)</i>	<i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
Imminent	Emergency procedures and emergency escape route assignments are not posted.	<ul style="list-style-type: none"> • Post emergency escape route at all exits, and in all structures. • Develop procedures to be followed by employees in the event of an emergency. FCMCF will write an emergency plan for the facility. The plan will be reviewed with all staff so they will know what to do in the event of an emergency. • The written plan shall be kept at the workplace and made available for employees review. • FCMCF needs to maintain a written plan. The fact that FCMCF relies heavy on volunteers to operate with must be taken into consideration.
Imminent	<p><u>Location:</u> Garage Storage area</p> <p>There are no load rating signs posted at the overhead storage area.</p>	<ul style="list-style-type: none"> • In every building or other structure, or part thereof, used for mercantile, business, industrial, or storage purposes, the loads approved by the building official. Corrective action with further inspections shall be marked on plates of approved design which shall be supplied and

		securely affixed by the owner of the building, in a conspicuous place in each space to which they relate. Such plates shall not be removed or defaced but, if lost, removed, or defaced, shall be replaced by the owner or his agent.
Imminent	<p><u>Location:</u> Workshop and Gatehouse</p> <ul style="list-style-type: none"> • Electrical issues need to be addressed in both areas. Overhead lighting in work shop and gatehouse wall lighting do not have guard covers installed. • Gatehouse electrical box over the entrance door is not covered with an electrical cove plate. 	<ul style="list-style-type: none"> • Install guard covers on lighting to protect from accidental breakage and injury. • Cover electrical box with a cover plate.
Imminent	<p><u>Location:</u> Workshops, the Exterior Shed areas and Chemical Storage Cabinets</p> <ul style="list-style-type: none"> • Some chemical containers do not have labels identifying their contents or warning of possible hazards. • FCMCF does not maintain copies of safety data sheets that are received with incoming shipments of the sealed containers of hazardous chemicals. • The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) should be utilized to protect staff in the event of a spill, leak or chemical exposure. 	<ul style="list-style-type: none"> • Label, tag, or mark all chemical containers with chemical I.D. and hazard warning as appropriate. • Create a list of the hazardous chemicals known to be present using a product identifier that is referenced on the appropriate safety data sheet (the list may be compiled for the workplace as a whole or for individual work areas). • FCMCF will provide access to safety data sheets for each hazardous chemical that employees may be exposed to while working.

Imminent	<p><u>Location:</u> Head House, Facilities Barn Shop</p> <ul style="list-style-type: none"> • No Safety Data Sheets (SDS) are present and available to staff. • Unlabeled containers were observed in work area(s). 	<ul style="list-style-type: none"> • FCMCF shall maintain in the workplace copies of the required safety data sheets for each hazardous chemical, and shall ensure that they are readily accessible during each work shift to employees when they are in their work area(s). (Electronic access and other alternatives to maintaining paper copies of the safety data sheets are permitted as long as no barriers to immediate employee access in each workplace are created by such options). • Label, tag, or mark all chemical containers with the chemical I.D. and hazard warning.
Imminent	<p><u>Location:</u> New Workshop/Barn</p> <p>Grinder has no guard attached to it.</p>	<ul style="list-style-type: none"> • Install guard.
Imminent	<p><u>Location:</u> New Workshop/Barn</p> <p>Energized grinder is not locked out and/or tagged out to prevent the use of equipment by employees.</p>	<ul style="list-style-type: none"> • Lockout energized grinder until the appropriate guard and work bench is installed, or remove from service until the appropriate safety requirements are met.
Imminent	<p><u>Location:</u> Gate House, Head House, and Event Activity areas</p> <ul style="list-style-type: none"> • Refrigerator outlets require attention. • There is an excessive use of extension cords being used as permanent connections throughout the structures. • Ground Fault Circuit Interceptor (GFCI) plugs should not be installed 	<ul style="list-style-type: none"> • Eliminate extension cords that are currently being utilized as fixed permanent wiring. • Install Ground Fault Circuit Interceptors in areas where an employee may be exposed to electrical plugs on, in or near a water source. • Install electrical cover plates throughout the structures that are currently missing covers.

	<p>in exterior and interior areas where potential ground water or moisture exist near electrical plugs.</p> <ul style="list-style-type: none"> • Electrical cover plates are missing throughout the above listed locations. • Extension cords are being utilized as permanent wiring outside the Head House. 	
High	<p><u>Location:</u> Mechanical storage</p> <p>Storage room needs to be kept neat and orderly.</p>	<ul style="list-style-type: none"> • General housekeeping will bring conditions to order. Space must be kept clean and unnecessary items should either be removed or stored accordingly.
High	<p><u>Location:</u> Workshop/Market Fair trailer /Administrative Building</p> <p>First aid supplies in first aid kit have expired.</p>	<ul style="list-style-type: none"> • Replace supplies annually with new materials and discard outdated supplies.
High	<p><u>Location:</u> Residential/Office Trailer, Storage Building</p> <p>Step leading to the trailer has existing structural weakness which has the potential to collapse and cause a slip, trip or fall injury.</p>	<ul style="list-style-type: none"> • Replace step with existing structural weakness, with the potential of causing a slip, trip or fall hazard injury. • Install deck railing and install hand railing for the steps of the Storage Building especially a series of steps leading from one level or floor to another, or leading to platforms, pits, boiler rooms, crossovers, or around machinery, tanks, and other equipment that are used more or less continuously or routinely by employees, or only occasionally by specific individuals (a series of steps and landings having three or more risers constitutes stairs or stairway).

<p>High</p>	<p><u>Location:</u> Maintenance Shop, Maintenance Barn</p> <ul style="list-style-type: none"> • Excessive propane tanks are being stored outside, less than 10 feet from building structures. • Propane tanks are being stored near electrical outlets. • Propane tanks are not being stored on a secure level surface. • Propane tanks are being stored too close to combustible materials. throughout the maintenance shop. 	<ul style="list-style-type: none"> • Work with GWMP Safety Officer to relocate or properly place fuel tanks. • Storage and Handling of Liquefied Petroleum Gases 29 CFR 1910.110 (b) (11) (g), 1910 (b) (17), 1910.110 (f) (5) (viii)
<p>Low</p>	<p><u>Location:</u> Market Fair Storage Trailer</p> <p>Step clearance height is too high to enter safely into storage trailer.</p>	<p>Install one step to correct tripping hazard.</p>
<p>Low</p>	<p><u>Location:</u> The office area and the office storage area</p> <p>Both areas have not been maintained in an orderly condition. Excessive piles of clothing and other articles are scattered about and are not being stored in a neat and orderly fashion.</p>	<p>General housekeeping is required to bring conditions to order. All places of employment, passageways, storerooms, and service rooms shall be kept clean, orderly and in a sanitary condition.</p>
<p>Low</p>	<p><u>Location:</u> Administrative building</p> <p>There are several ceiling tiles throughout the building, that based on appearance, indicate that there are water leaks</p>	<p>Perform all necessary mechanical repairs in the ceiling and replace all wet and stained tiles to prevent the potential of mold growth.</p>

	coming from a mechanical source.	
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2. General Industry Structural Fire

Summary of Findings:

Buildings inspected on Claude Moore Colonial Farm: Administrative building, pavilions A, B, C and D, restrooms, old green trailer, residence 1 and 2, gatehouse market shop, book shop, market fair site, tobacco barn, old farm house, cattle shelter, poultry barn, the farmhouse, facility barn and lumber mill.

FCMCF currently does not meet basic operational and program requirements found in DO/RM-58. Neither the GWMP nor the FCMCF were able to provide documentation substantiating that any of the buildings on the property were constructed in compliance with recognized building or fire codes. Neither the NPS nor Fairfax County have issued occupancy permits for the buildings. FCMCF buildings were not included when Fire Protection Condition Assessments were conducted on GWMP buildings. A number of fire and life safety code violations were observed (included below).

FCMCF and the GWMP will contract for a Fire Protection Condition Assessment (FPCA). A FPCA will determine the current occupancy or use type for each structure and identify code deficiencies. Programmatically, FCMCF will be included and referenced in the GWMP's Structural Fire Management Plan (SFMP).

In addition, a SFMP for Claude Moore Colonial Farm should be developed and maintained. The SFMP can be implemented along with the GWMP's plan or as a standalone plan.

During any open burning, outdoor recreational fire, BBQ fire or fireplace use at any of the barn structures should maintain either a 2.5 gallon pressurized water extinguisher or an ABC portable fire extinguisher with a minimum UL Rating of 2-A:10-BC on site.

	ISSUE	RECOMMENDATION
<u>Urgency</u>	<i><u>(List identified issues and identify if critical or non-critical)</u></i>	<i><u>(Identify what actions need to be considered and responsibilities fall under park or partner.)</u></i>
Imminent	<ul style="list-style-type: none"> The curtains on pavilions present a significant fire and life safety hazard by restricting egress in assembly structures with an occupant load in excess of 50. With curtains in use, the pavilions must be treated as 	<ul style="list-style-type: none"> Discontinue (remove) the use of the curtains until compliance with NFPA 701 is verified. Provide a minimum of 2 remote exits when curtains are used. Exits must be marked with lighted exit signs that incorporate emergency egress lights and battery backup.

	<p>an enclosed structure or tent for egress purposes.</p> <ul style="list-style-type: none"> • Documentation indicating the fabric is flame retardant in compliance with National Fire Protection Association (NFPA) Standard 701 was not provided. 	
Imminent	<p>Various fire and life safety code violations.</p> <p>See Below: Fire Safety Inspection Corrective Action Plan Inspection date: October 28, 2014 See Attachment</p>	<p>Correct violations noted on attached Fire Safety Inspection Corrective Action Plan (CAP).</p> <p>Electrical deficiencies must be corrected by a licensed electrician in compliance with the National Electrical Code (NFPA-70). A licensed electrician should complete a thorough assessment of the electrical and lighting systems in the pavilion area.</p>
Imminent	<ul style="list-style-type: none"> • The use and placement of single station (battery operated) smoke alarms appeared to be inconsistent. • Operational status of smoke alarms was not verified during this visit. 	<p>Where provided all smoke alarms must be operational and maintained according to manufacturer's guidance. Standard alkaline batteries should be replaced semi-annually and alarms tested monthly.</p>
Imminent	<p>No annual fire safety inspections as required by Director's Order and Reference Manual 58 Structural Fire Management (DO/RM-58)</p>	<p>Implement annual fire safety inspection program as required by DO/RM 58.</p>
High	<p>Buildings lack fire protection condition assessments as required by Director's Order 58 (DO-58)</p>	<p>Contract for Fire Protection Condition Assessments (FPCAs).</p>
High	<p>Buildings lack occupancy inspections and certificates.</p>	<p>An Authority Having Jurisdiction (AHJ) from the National Park Service-National Capital Region (NPS/NCR) will issue occupancy certificates after a FPCA is completed and deficiencies are corrected.</p>

High	Structural Fire Management Plan (SFMP) as required by RM-58.	Prepare a park Structural Fire Management Plan (SFMP) or incorporate FCMCF into the GWMP SFMP.
High	Lack of fire pre-attack plans.	FCMCF will work with the local fire department to develop pre-attack plans
High	Lack of written emergency plans as required by RM-58 and RM-55 (Incident Management Program).	GWMP and FCMCF will work together to develop an emergency plan.
High	Lack of a written agreement with local fire department for suppression response as required by RM-58.	GWMP will work on an agreement with Fairfax County to cover all park areas within the county.
High	Some Liquid Petroleum Gas (LPG) tanks appear to not meet current code and industry standards.	Have all LPG tanks evaluated by an appropriate vendor and removed from service and properly disposed of if found to be deficient.

3. Wildland Fire

Summary of Findings:

FCMCF have been conducting pile burning projects for a number of years in violation of NPS policy. The exact number of years is uncertain. Pile burning in a natural environment is considered prescribed burning under NPS policy (DO/RM-18). This burning has been done without an approved burn plan, NEPA and NHPA Sec. 106 compliance, qualified staff, proper personal protective equipment and adequate contingency resources. GWMP's Resource Management staff and Park Wildland Fire Coordinator will work closely with the Regional Wildland Fire Management Officer to identify the need for hazard fuel reduction projects and to determine the most appropriate method of treatment, prescribed fire or mechanical reduction. All fire management activities, including the use of prescribed fire must comply with NPS policy as prescribed in DO/RM 18.

	ISSUE	RECOMMENDATION
<i>Urgency</i>	<i>(List identified issues and identify if critical or non-critical)</i>	<i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
Imminent	Lack of compliance with DO/RM18.	Park will fold FCMCF fire and fuels management needs into the GWMP Wildland Fire Management plan.

4. Concessions and Financial

Summary of findings:

Revenue generating activities by FCMCF include the farm admission, Market Fair admission, the gift shop at the farm entrance, a used bookstore, rummage sales and sales from a plant nursery. The Environmental Living Program and the Colonial Experience program include fees between \$75 and \$100 and include overnight outdoor experiences. Other activities, such as farm skills, charge nominal fees for guided activities. In addition, the Friends of Claude Moore Farm has established a non-farm concession area known as the Pavilions at Turkey Run which is currently operated by a third party contractor.

There is a general lack of documentation of NPS approval of FCMCF commercial services. There is also a general lack of documentation of administrative due diligence. Initially, FCMCF were granted use of the pavilions to generate funds to support the farm's interpretation, operation and management. FCMCF has expanded commercial activity far beyond the scope of services described in the NPS – FCMCF agreement. Inconsistent with the agreement, FCMCF later assigned operations of the pavilions to a third-party, private business J.R. Colonial Caterers (JRCC). The existing FCMCF – JRCC agreement warrants NPS Commercial Visitor Services legal review, especially in light of concessioner Guest Services, Inc.'s exclusive right to provide catering services to the public. FCMCF has assigned their responsibility to rent the pavilion to the public to JRCC in return for the rental fee and pavilion maintenance. We are advised that JRCC has expressed interest in making capital improvements to the pavilions to improve its services, which benefits its investment and furthers JRCC's interest as a commercial venue. The pavilion serves as an exclusive satellite venue for JRCC's catering service. FCMCF and JRCC have expanded the use of the pavilion to include carnival attractions without NPS approval.

Although the commercial operation is reported to be very profitable, FCMCF retains only the revenue generated for the rental of the space and the pavilions. The JRCC advertises large party venues, with a myriad of amenities or extras that GWMP has not approved. The area is closed and locked off with a gate, signed as privately operated and available by reservation only. A built area with a climbing wall and a zip line were installed without NPS approval. Alcohol is served, but is not authorized and documented by written approval from the GWMP. A significant amount of temporary lighting has been installed to allow the site to be utilized after normal operating hours, which is not consistent with NPS policy. The pavilions are developed and equipped to function as an event venue, and provide storage for catering needs, soda fountains, ice cream, and other items. In addition, the evaluation did not reveal proper insurance coverages by either FCMCF or JRCC to meet NPS requirements. The GWMP will need to work with other NPS subject matter experts and FCMCF to determine what alternatives can be considered to operate this park function and whether it can be made consistent with current NPS laws, regulations and policy within the original intentions.

The FCMCF Gift Shop scope of sales (inventory) does not reflect the mission envisioned in the agreement. This may constitute "earned income", per the Internal Revenue Service's definition. If so, this was not reported as such in the FCMCF IRS Form 990 reporting. FCMCF has opened a bookstore retailing books of general interest and not focused solely on an "18th century low-income Northern Virginia family farm." This may constitute "earned income", per the Internal Revenue Service definition. If so, this was not reported as such in the FCMCF IRS Form 990 reporting.

The 2013 Summary of Operations with Budget Comparison indicates "Flea Market/Consignment" income, however this activity was not observed during the commercial services audit. We understand this to be a periodic special event. This warrants further examination. FCMCF has assigned a portion of its rights under the agreement to JRCC. We believe the administration of alcohol sales is in violation of Virginia Department of Alcoholic Beverage Control law (VA ABC). FCMCF ABC control training is inadequate by industry standards.

Since a number of these activities fall outside of the purview of the NPS-FCMCF Agreement and therefore lack authority for implementation and operation, these activities will require further investigation to determine if they are allowable under 36 CFR 5.3 Business Operations regulations.

	ISSUE	RECOMMENDATION
<i>Urgency</i>	<i>(List identified issues and identify if critical or non-critical)</i>	<i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
High	<p>FCMCF Certificate of Insurance and Coverages Status: Received Park has not received the requested list of insurance coverages and are therefore unable to determine if appropriate coverage is in place.</p>	<p>We strongly recommend a review of recommended coverages by industry experts such as those contracted by the Commercial Visitor Services program.</p>
High	<p>FCMCF – JRCC Contract Status: Received In 1997, NPS provided input to this agreement (2.13.97). FCMCF constructed the Pavilions and began an agreement with JRCC to maintain and operate them in exchange for the right to rent them to the public and the exclusive right to provide catering services.</p> <p>Section III.D "Assignment" of the FCMCF-NPS Agreement states: "No transfer or assignment of this Agreement or of any part thereof of interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved in writing by the Service."</p> <p>It is arguable that the NPS's input (see 4. below) of the FCMCF-JRCC Agreement</p>	<p>These activities are not in compliance with 36 CFR 5.3 Business Operations. The park and partner with the support of regional staff and NPS solicitors should meet to review alternatives for a similar arrangement that meets current NPS policies.</p>

constitutes tacit approval of the assignment of rights under the FCMCF-NPS Agreement to JRCC, as well as approval to introduce food service to the FCMCF scope of services. For the purposes of this audit, FCMCF could not produce documentation of NPS approval "in writing", per Section III.D of the FCMCF-NPS Agreement.

- There is no provision in the FCMCF-NPS Agreement permitting FCMCF to conduct catered events or rent to the public "Entertainment Extras", i.e. rental of carnival attractions, inflatable "Moon Bounce", or "Wacky World Combo" attractions.
- The cost to the public for these attractions is far above market value and unapproved by the NPS
- The FCMCF-JRCC Agreement further identifies JRCC as the exclusive caterer for events at the Pavilions which conflicts with the NPS GSI concession contract CC-NACC003-86; denies opportunity for other caterers to provide private catering services; and park visitors to choose a caterer for their private event.
- JRCC has no first-person NPS authorization to conduct business operations within George Washington Memorial Parkway.
- FCMCF has assigned partial interest in the FCMCF-NPS Agreement to JRCC through the FCMCF-JRCC Agreement in contradiction to Section III.D of the FCMCF-NPS Agreement. FCMCF-JRCC has expanded the scope of services to include food

	<p>service and carnival attractions in contradiction to Sections 1.A. Responsibilities of the NPS "Use of Turkey Run Farm" and 2.A. Responsibilities of the Cooperator "Program" of the CMCF-NPS Agreement.</p>	
<p>High</p>	<p>FCMCF CY12 IRS Form 990 Status: Publically Available ("Guidestar")</p> <p>Schedule D, Part VI Land, Buildings, and Equipment</p> <ul style="list-style-type: none"> Buildings (Assets) \$1,155,355 <p>NPS owns all of the buildings at CMCF. We question which buildings this refers to.</p> <p>Part X: Balance Sheet Line 11, Investments</p> <ul style="list-style-type: none"> Publicly Traded Securities (Assets) \$1,926,253 <p>We question the need for NPS financial support (18.9% of gross revenue) when FCMCF carries a significant unrestricted balance. 2012 Unrestricted Net Assets is \$1,020,804 and Temporarily Restricted Net Assets is \$538,241.</p>	
<p>High</p>	<p>NPS Approval of JRCC "Entertainment Extras" Status: Not Received Not approved by park.</p>	<ul style="list-style-type: none"> As stated above, FCMCF-JRCC Contract Entertainment Extras include, but are not limited to, attractions such as an inflatable "Moon Bounce", or "Wacky World Combo". The NPS was not provided, nor was the NPS able to locate internally, written documentation of NPS approval for Entertainment Extras. NPS has not approved this service.

		<ul style="list-style-type: none"> The park shall require the partner to provide all such information for review and approval.
High	<p>We were unable to evaluate the Market Fair in person, however; remain interested in FCMCF commercial activity during the event. In addition to demonstrations and performances present at the Market Fair, invited participants engaged in sales of merchandise not directly managed by FCMCF.</p>	<p>The park and FCMCF review of Market Fair sales activities in reference to 36 CFR 5.3 Engaging in or soliciting any business in park areas, except in accordance with provisions of a permit, contract, or other written agreement with the United States, except as such may be specifically authorized under regulations applicable to park area, is prohibited.</p>
High	<p>FCMCF Documentation of Employee Alcoholic Beverage Control (ABC) Training Status: Not Received</p> <p>The park was not provided, nor are we able to locate, NPS approval of alcohol sales. (36 CFR 2.35 Alcoholic Beverages and Controlled Substances, 36 CFR 5.2 Alcoholic Beverages; Sale of Intoxicants).</p> <p>FCMCF verbally advised us their ABC training consists of a review of the "Instructions for Operating under a Banquet License" paragraph on the FCMCF ABC Banquet License. This is not equivalent to industry standard training, ex. <u>TIPS</u>.</p> <p>The ABC license is issued to Ms. Anna Eberly and the location as FCMCF. We are unable to determine if Ms. Eberly is on site at all times alcohol is served, as required by VA ABC regulations.</p> <p>FCMCF did not have alcohol liability insurance at the time of this audit.</p> <p>The park was not provided, nor were we able to locate, NPS approval of alcohol sales (see 6).</p> <p>The park has not received the requested list of insurance coverages and are therefore unable to determine if appropriate coverage is in place. The Certificate of Insurance states Liquor</p>	<p>NPS will perform a legal review and work with the partner to write down and file requirements for alcohol approvals and use at the farm and pavilions.</p> <p>We are advised alcohol is served by JRCC, not FCMCF, under the FCMCF license with VA Department of Alcohol and Beverage Control. The legality of this arrangement is questionable and warrants further examination.</p> <p>The Park and FCMCF review files and update agreement on appropriate alcohol sales.</p>

	<p>Liability is covered, however we are advised alcoholic beverage service is provided under the FCMCF VA ABC license.</p> <p>VA ABC Wine and Beer On and Off Premises/Keg Permit and Mixed Beverage Caterer License were submitted.</p> <p>Ms. Eberly advised the NPS that public ABC service at FCMCF was provided under her ABC license, not the licenses of JRCC.</p> <p>Ms. Eberly advised JRCC was unfamiliar with the TIPS program, but did not address JRCC documentation of their employee ABC training program.</p>	
High	<p>We observed retail food inventory which did not originate at an USDA approved source, nor was it properly labeled (21 CFR 101 (Food Labeling)).</p>	
High	<p>NPS Approval of Public Rates Status: Not Received The NPS has not received a request for rate approval, nor approved rates (II.A.5).</p>	<p>The park and FCMCF will meet to discuss rates and formally document approved rates and duration.</p>
Low	<p>NPS Approval of FCMCF – JRCC Agreement Status: Not Received The park has not received record of documentation of NPS approval of this agreement from FCMCF. Since NPS provided documented input to this Agreement, it could be argued that the NPS was aware of the terms and conditions, however; we are also unable to locate documented NPS approval internally.</p> <p>A chronology of known correspondence documents was provided by the interviewer.</p>	<p>Dependent on the above recommendation and decision for appropriate agreements/contracts, the park and partner will create a formal record of the agreed upon relationship, operation and agreement/contract.</p>
Low	<p>NPS Approval of Pavilion Use Status: Not Received The park has not received, nor were we able to locate, documentation of NPS</p>	

	<p>approval of FCMCF use of the pavilion, (ex. catering by exclusive caterer, inflatable attractions, and alcohol sales).</p> <p>Agreement between FCMCF and Colonial Caterers at 3. Pavilion Rentals states: "Notwithstanding the foregoing, the Friends agrees that Colonial may, on an infrequent basis, provide the use of the Pavilions for promotional purposes for a nominal charge and for charitable purposes at a reduced charge (less than the regular charge for the Pavilions). Colonial shall request to the Friends, in advance in writing, the making of such arrangements and the Friends will not unreasonably withhold its consent therefor. Colonial agrees that the Friends may, on an infrequent basis, provide the use of the Pavilions for charitable or community-based groups for no rental charge."</p> <p>This constitutes as assignment of rights from FCMCF to JRCC, and is prohibited under Section III.D "Assignment" of the FCMCF-NPS Agreement.</p> <p>The standards for pavilion fee waiver are arbitrary.</p>	
<p>Low</p>	<p>Bookstore: Unable to locate authority within agreement for the sale of general subject matter books. This is violation of 36 CFR 5.3 "Business Operations."</p>	
<p>Low</p>	<p>Gatehouse Shop: Unable to locate authority within agreement for retail sales of merchandise not produced in connection with farm activities, (ex. commercially produced souvenirs). This is violation of 36 CFR 5.3 "Business Operations."</p>	

Low	<p>Sale of Horticulture is permitted under the NPS-FCMCF Agreement (II.A.4)</p> <p>We were not provided with nor could we locate approval for retail rates, i.e. fair market value.</p>	
Low	<p>Sale of Livestock is permitted under the NPS-FCMCF Agreement (II.B.3)</p> <p>We were not provided with nor could we locate approval for retail rates, i.e. fair market value.</p>	

Low	<p>Sale of Horticulture is permitted under the NPS-FCMCF Agreement (II.A.4)</p> <p>We were not provided with nor could we locate approval for retail rates, i.e. fair market value.</p>	
Low	<p>Sale of Livestock is permitted under the NPS-FCMCF Agreement (II.B.3)</p> <p>We were not provided with nor could we locate approval for retail rates, i.e. fair market value.</p>	

5. Food Safety, Water and Wastewater

Summary of findings:

Food safety inspections and evaluation showed fairly standard deficiencies with mostly easy, low cost fixes. The septic systems did not reveal serious deficiencies, however, some periodic maintenance is needed, and the FCMCF and GWMP need to identify the location to have it inspected at the Turkey Run Pavilions. Food service is provided by a third party contract at the picnic pavilions and by FCMCF volunteers during the seasonal Market Fair events. All results of the food health and safety inspections were delivered and communicated to FCMCF and their contracting food service agent (J.R. Colonial Caterers). The park will need to follow-up and receive in writing that the deficiencies were corrected.

Aside from one or two, most are routine in nature, and are contained in this document. Similarly, noted OSHA violations need to be communicated for corrective actions.

No drinking water treatment occurs onsite and is provided from a municipal system. The Wastewater Treatment is in generally in good order, yet the location of the septic tank at the Pavilions could not be located for evaluation. There were multiple opportunities for improvement at both the Pavilions and Market Fair operations. The operators seemed receptive to implementing changes to increase their food safety at both venues.

	ISSUE	RECOMMENDATION
<i>Urgency</i>	<i>(List identified issues and identify if critical or non-critical)</i>	<i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
Imminent	Unknown location of septic tank at Pavilions area.	These tanks will be monitored annually and pumped as needed. If the location of the tank is unknown, then there is the possibility of deep-rooted vegetation growing in the leach field reducing capacity or additional discharge of solids reducing leach field capacity or poor maintenance of the tank could lead to unintended septage discharge.
High	Administrative area – No free chlorine in drinking water.	Recommend routine flushing of the water line.
High	Condiments and salad are provided for customer self-service and lacked sneeze Protection	Provide appropriate self-service equipment.
High	Turkey Run Pavilions do not have sufficient restroom facilities for potential use capacity. Reference Table 403.1 of the International Plumbing Code for classification A-2 (banquet halls and food courts). See attached Table 1.	For larger events the Farm could service Porta-Johns.

	ISSUE <i>(List identified issues and identify if critical or non-critical)</i>	RECOMMENDATION <i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
High	<p>There was 1 portable hand wash station set up in an inconvenient location resulting in employees changing gloves and not washing their hands when needed – Proper hand washing was discussed with the person in charge and the need for additional convenient hand wash stations was discussed with the person in charge.</p>	<p>Need for additional convenient hand washing stations</p> <p>FOOD EMPLOYEES shall clean their hands and exposed portions of their arms as specified under 2-301.12 immediately before engaging in FOOD preparation including working with exposed FOOD, clean EQUIPMENT and UTENSILS, and unwrapped SINGLESERVICE and SINGLE-USE ARTICLES and:</p> <p>(A) After touching bare human body parts other than clean hands and clean, exposed portions of arms;</p> <p>(B) After using the toilet room;</p> <p>(C) After caring for or handling SERVICE ANIMALS or aquatic animals as specified in 2-403.11(B);</p> <p>(D) Except as specified in & 2-401.11(B), after coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating, or drinking;</p> <p>(E) After handling soiled EQUIPMENT or UTENSILS;</p> <p>(F) During FOOD preparation, as often as necessary to remove soil and contamination and to prevent cross contamination when changing tasks;</p> <p>(G) When switching between working with raw FOOD and working with READY-TO EAT FOOD;</p> <p>(H) Before donning gloves to initiate a task that involves for working with FOOD; and</p> <p>(I) After engaging in other activities that contaminate the hands</p>
High	<p>Chemical containing spray bottles were observed unlabeled.</p>	<p>The need to label all chemical containers was discussed with the person in charge.</p>
Low	<p>Butane fuel was observed stored on top of chocolate syrup in the dry storage area - Proper storage was discussed with the person in charge.</p>	<p>FCMCF follow up with corrective action for proper storage.</p>

Low	Two bottles of wine were observed stored in the men's restroom	Do not store any food or anything that will come in contact with food in the restrooms – Proper storage was discussed with the person in charge and the bottles were relocated.
Low	Time was being used as a control for the hot and cold holding of food items with no written policy present.	Food service provider will provide procedures for managing food with NPS review.
Low	The soda nozzles at the fountains were observed as dirty and leaves were observed on the floor of the walk in cooler.	Proper cleaning was discussed with the person in charge to be incorporated in staffing and operations.
Low	The restroom floor-wall junctures were observed missing the coved base.	Install coved base to aid in cleaning of the facility.
Low	There is no run-time or start counter for the lift station in the administrative area.	This is not required, but would be a good practice to assist in identifying if a pump is failing (by examining either the hours run or number of starts – if one is significantly higher than it would be an indication that a pump has failed).

	ISSUE	RECOMMENDATION
Urgency	<i>(List identified issues and identify if critical or non-critical)</i>	<i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
Low	Volunteers were observed changing gloves without washing their hands.	Disposable gloves work as a supplement to hand washing but not as a replacement.
Low	At the hand wash station, there was only a common cloth towel available for drying of hands. Disposable paper towels were provided.	The use of the common cloth should be discontinued, if one person does not properly wash their hands, they will contaminate the cloth and it will then re-contaminate everyone else that uses it.
Low	Pickled eggs are made in the farm kitchen.	Making a potentially hazardous food safe by modifying the pH (pickling) would need to be done in a commercial kitchen, with a variance issued by the regulatory authority, and following a process that has been evaluated by a Process Control Authority

Low	Leaves were observed falling onto the pies on the back table.	Keep the pies covered to prevent contamination. A shelter was later placed over the tables.
Low	The lemonade stirrer was discolored with a black mold growth.	Discard this item and provide a durable easily cleanable stirrer.
Low	Precooked sausage was observed reheated to 117F.	Ensure that all pre-cooked food products from a USDA inspected plant are reheated to a minimum of 135F.
Low	Soup was observed reheating on a stove top at 56F, however the burner was turned off.	Make sure that the heating element is turned on to quickly reheat food items.
Low	Garlic and oil mixture observed at 60F and bubbling.	Maintain all cold held potentially hazardous foods at or below 41F (NOTE - the pathogen of major concern in this instance is C. botulinum) - the garlic was discarded at the time of the inspection.
Low	Ware wash stations are currently only set up at the end of the day and consist of washing and rinsing.	For ware washing there needs to be a three-compartment set up with washing with warm soapy water in the first compartment, then rinsing with clean water, and then sanitizing in a 50-100 PPM chlorine solution in the third compartment. Utensils in contact with food will be washed whenever they are contaminated, but at a minimum of every 4 hours.
Low	A green garden hose was observed installed between the hose bib and the water heater.	Only use hoses that comply with NSF standard 61 for drinking or ware washing water conveyance.
Low	A variety of cutting boards were observed scored and splitting (bar and bakery area).	Replace these with a durable easily cleanable cutting board (if using wood - use a hard maple or an equivalent hard close-grained wood).
Low	A plastic cup was observed being used as a scoop for the ice.	Provide a handled scoop for ice.
Low	The wood spit made from oak was observed with cracks.	To use wood as a food contact material it must be made of hard maple or an equivalently hard and close-grained wood. The wood would need to remain in good condition and free of scoring, chips, or cracks. A metal spit may also be used.

6. Facilities (Building Condition Assessments and Quarters Habitability)

Summary of Findings:

Overall, the facilities at Claude Moore Colonial Farm (CMCF) are in good condition. Aside from some obvious general safety and maintenance needs, the structures look good, considering their age. The replica farm structures including the barn and farmhouse are well taken care of, with the majority of work performed by FCMCF volunteers. The administrative area and animal pens are in good condition. These park structures and facilities are not entered correctly in the NPS Facilities Management Software System (FMSS) which would allow for an accurate assessment of farm facilities. There is some general cleanup including removing unneeded materials and organization of equipment in the non-visitor areas that could improve the site's appearance and cleanliness. Vehicles stored behind the administrative complex are mildewed and display expired license plates. A trailer from the early 1980s is used to store items, which appear to be donated for rummage sales to generate nominal revenue.

Two active residences exist on the site. The permissions for these are not found in the agreement nor in any of the agreement amendments. A search of GWMP's files did not result in any related documents. Currently the FCMCF manager and at least one volunteer are living on site. Although the manager's residence has existed for many years, the second residence is about five years old. It is unclear to the current GWMP management what forms of communication and permissions may have occurred between former GWMP management and FCMCF related to these residences. The primary reason for the residences as stated by the FCMCF manager is the security of the site and care of the animals; and because the operational needs of managing a farm exceeds typical work hours. Research would have to be conducted to determine whether living on-site is essential to the site's operation and, if so, whether the NPS has the authority to allow caretaker(s) to live on Federal property.

Except for the few repairs and code requirements listed below, all the permanent building structures at Claude Moore Farm are in good condition. Overall the buildings have been well maintained.

Next steps would be for GWMP facilities staff, with National Capital Region (NCR) support, to accurately record all buildings in Facility Maintenance Software System (FMSS), Financial and Business Management System (FBMS), and Federal Real property and Asset Management (FRP) for tracking and management of park assets. All equipment data will be collected for each building and recorded in FMSS. No new buildings will be constructed without following proper FRP and Freeze the footprint guidelines.

Residences

A Housing Habitability Condition Rating Questionnaire was performed on the residences (see appendix F). Nothing unusual noted to cause for concern in living conditions. However, a third camper (hitch type) was present and used for occasional volunteer sleepovers.

Pavilion Site

Urgency	ISSUE	RECOMMENDATION
<u>Urgency</u>	<i>(List identified issues and identify if critical or non-critical)</i>	<i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
High	Electrical panels not labeled or rated for outdoor use.	Build permanent enclosure for equipment.
High	All electrical receptacles need to be GFI receptacles in a weather proof enclosure.	Replace all exterior site receptacles.
High	Playground equipment failing and does not meet code.	Replace playground equipment.
Low	Lighting strung through trees, wiring and lights not rated for use.	Replace with permanent lighting solution.
Low	Gravel in playground area.	Provide proper mulch bed in playground area.

Gate House Shop

	ISSUE	RECOMMENDATION
<u>Urgency</u>	<i>(List identified issues and identify if critical or non-critical)</i>	<i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
Imminent	Extension cord plugged into wall outlet and run up to an open junction box near ceiling. Cord was split and tied into junction box wiring with wire nuts.	Provide wiring according to National Electrical Code (NEC).
High	Extension cord run from outdoor outlet on side of structure around to deck – nothing currently plugged in.	Remove extension cord.

Blacksmith Shop – in Market Fair area

	ISSUE	RECOMMENDATION
<i>Urgency</i>	<i>(List identified issues and identify if critical or non-critical)</i>	<i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
High	Missing slate roof shingles.	Replace approximately 25 sq ft of slate roofing.
High	Rotten porch decking.	Replace 16 sq ft of porch decking.
High	Missing and rotted wood siding.	Replace approximately 20 sq ft of wood siding on front near foundation.
Low	Benches on deck need maintenance – not sturdy and splintered.	Repair/replace benches.

Environmental Learning Storage Shed

	ISSUE	RECOMMENDATION
High	Rotted floor boards.	Replace 2-3 sq ft area of flooring just beyond threshold.

7. Accessibility

Summary of Findings:

An accessibility assessment conducted on the Claude Moore Farm as a part of the overall Operations Evaluation, was made on October 28, 2014. The inspection scope included: parking and drop-off areas, pedestrian access routes (trails, paths and walkways), building access (restrooms, etc.), water fountains, interpretive systems and program access: souvenir purchasing, plant sales, picnicking, environmental education, re-enactments, book sales and fair activities. The areas inspected included the pavilions, gate house, administrative complex, market fair grounds, environmental learning center, period family house, bounty building, tobacco barn, residential quarters, office, comfort stations and book store.

In general, the following elements were found not to be in compliance with the "ABAAS" (Architectural Barriers Act Accessibility Standards) which includes the "Outdoor Developed Areas Guideline" which are the accessibility standards for the National Park Service.

1. Most access routes to activity areas, buildings and parking areas.
2. Accessible parking spaces.
3. Water fountains.
4. Wheelchair ramps.
5. Sign systems directional and interpretive.
6. Brochures
7. Interpretive presentation alternative formats.

Note: The website and phone reservation/information system was not included during this inspection but should be at a later date.

	ISSUE	RECOMMENDATION
<u>Urgency</u>	<i><u>(List identified issues and identify if critical or non-critical)</u></i>	<i><u>(Identify what actions need to be considered and responsibilities fall under park or partner.)</u></i>
High	Pavilions: There are no designated accessible parking spaces, access aisles or accessible routes from the parking area to the pavilion floor levels. There is no accessible route (surface firm and stable) between the pavilion structures, the restroom and the accessible parking spaces. The existing restroom building's stoop landings do not meet	Determine the number of parking spaces in each parking area and provide the number of required accessible parking spaces. This includes level spaces equipped with signs. Provide 5 foot wide accessible route within the approved slopes with a firm and stable surface, from the accessible spaces to the closest pavilion's floor level, trolley tent and the restrooms. Replace existing concrete stoop landings with landings that meet the threshold

	threshold levels at entrances to restrooms.	levels at each restroom entrance and then slope to accessible route's surface.
High	Administrative Complex: There is no accessible route (firm & Stable surface) from the Admin. Complex to the Plant Sales area and Bounty building. Office: Entrance threshold is too high, interior room doors are equipped with knobs, there are no compliant accessible toilets or showers in the Men's and Woman's bathrooms and there is no accessible route from the main hallway to the volunteer's area of the building.	Provide an accessible route that has a firm & stable surface (no grass, loose gravel, soft dirt, etc.) Consult the "National Center on Accessibility" or the C&O Canal Park for materials that could be used for this purpose. The "Tow path" is a good system, if done and maintained properly. Install the route from the Admin. Complex to the Plant Sales area and Bounty building. Office: Replace existing threshold with compliant one, replace door knobs with levers, rearrange bathrooms as much as possible to create accessible toilets and shower compartments and install a ramp between the main hallway and the volunteer's area of the building.
High	Gate House: There are no designated accessible parking spaces, access aisles or accessible routes from the parking spaces to the portable toilet or building entrance. Stair and ramp handrails are not compliant. Water fountain is not compliant. Ramp to trail ends too high above trail surface and handrail does not comply.	Determine the number of parking spaces in the parking area and provide the number of required accessible parking spaces. This includes level spaces equipped with signs. Provide 5 foot wide accessible route within the approved slopes with a firm and stable surface, from the accessible spaces to the portable toilet and building entrance. Replace existing handrails with compliant ones. Extend ramp down flush with trail surface and install new ramp handrail. Replace existing water fountain with a combination "High/ Low" fountain.
Low	Pavilion Furniture: There are no accessible type benches that will allow a wheelchair to roll up under the table top and the soda fountain nozzles are located 53 inches above the finished floor surface.	Replace 5% of the existing long tables with accessible type benches and lower the height of the soda fountains so their nozzles are located 48 inches above the finished floor if they are self-serve units. If someone serves everyone sodas, then disregard this action.
Low	Accessible Route: There is no accessible trail route form the Gate House ramp along the existing route to the tobacco barn, house, cattle area, and market fair grounds.	Provide 5 foot wide min. accessible trail surface that is firm and stable, form the Gate House ramp along the existing route to the tobacco barn, house, cattle area, and market fair grounds. Existing route through double split rail gates can be used as the access route to this area if a 5 foot wide accessible trail route surface is applied to the existing trail from this entrance to and through the market fair

		grounds. Provide a compliant drop-off area outside these gates. Replace the "Handicapped" "Ring Bell" sign with the International Sign of Accessibility, the figure in the wheelchair, remove the bell and assign someone to stay at the gate to open and close it or install a push-button at the gate and locate a bell and flashing light inside the closest booth that can send someone to open the gate. An intercom system would even be better. The existing sign and the bell makes one feel like they are announcing to everyone that the handicapped people are here, which is embarrassing to some people who have disabilities. If there are no security concerns, just leave the gate open during the fair.
Low	Signs: There is a lack of way finding and interpretive signs and some of the existing signs do not comply with the standards.	Submit photographs of each sign to the Harpers Ferry Design Center for compliance review and consult with the center on a design of a customized sign system for the site that is not too intrusive aesthetically.
Low	Brochures: Large print brochures and a tactile site map are not available for visual impaired visitors.	Consult the Harpers Ferry Design Center for the cost of a design and production of large print brochures and a tactile site map to allow visitors with visual impairments to receive the information that is offered in the existing brochures and to navigate the park site.
Low	Comfort Station: Accessible toilet compartments' size are not in compliance. Urinal bowl lip height is too high above finished floor. Signs for Men's & Woman's restrooms are not compliant and are located in the wrong location. Pipes under sinks are not padded.	Rearrange toilet compartments to provide a 60" x 60" min. accessible compartment. Lower urinal so that it's bowl lip is located 17" max. above finished floor. Replace existing signs with signs that include: the male or female and wheelchair symbols, Men or Woman wording and No. 2 braille. Install pipe rap padding on under sink pipes.
Low	Office Parking Lot: Parking space striping is faded.	Restripe parking lot and check curb ramp.
Low	Bounty Building: Front porch and connecting ramp needs to be replaced.	Replace porch and ramp. Stabilize porch and ramp until they can be replaced.
Low	Book Store: Sidewalk in front of book store entrance does not have a curb-cut.	Redo sidewalk in front of building entrance to provide a curb-cut. This action will allow a wheelchair user to access the main building entrance. Proved ramps between different

	There is no accessible route through the building due to the rooms having different floor levels. Doors are equipped with knobs instead of levers.	floor levels to allow wheelchair access throughout the book store. Equip door knobs with levers.
Low	Environmental Learning Center: There is no accessible route to this center.	Provide an accessible route to and into the center. Locating two accessible parking spaces near this structure with a route from that point might aid in shortening the route.
Low	Residential Quarters: There are no accessible quarters for staff.	Modify one existing trailer to allow wheelchair access or purchase a new unit. While not necessary now due to the physical shape of the staff, if someone's health deteriorated and they asked for a "Reasonable Accommodation" of a living space modification, the organization may be required to comply. Taking this action would also allow the organization to hire a wheelchair user.

Blacksmith Shop – in Market Fair area

	ISSUE	RECOMMENDATION
Urgency	<i>(List identified issues and identify if critical or non-critical)</i>	<i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
High	Missing slate roof shingles.	Replace approximately 25 sq ft of slate roofing.
High	Rotten porch decking.	Replace 16 sq ft of porch decking.

High	Missing and rotted wood siding.	Replace approximately 20 sq ft of wood siding on front near foundation.
Low	Benches on deck need maintenance – not sturdy and splintered.	Repair/replace benches.

Environmental Learning Storage Shed

Urgency	ISSUE	RECOMMENDATION
High	Rotted floor boards.	Replace 2-3 sq ft area of flooring just beyond threshold.

8. Compliance Process NEPA/NHPA

Summary of Findings:

FCMCF and the GWMP need to ensure that there is a clear understanding of the NEPA and Section 106 of NHPA process. Even though FCMCF is not a federal organization, they demonstrated awareness of being on federal land and actions are still subject to NEPA and Section 106 of NHPA requirements. FCMCF considers their actions as keeping the farm running and not amounting to undertakings requiring compliance; except for the occasional big ones that the NPS had handled.

FCMCF does not provide an orientation or training for new staff or volunteers (unless they are 10), and presumably, staff and volunteers have little knowledge about NEPA and Section 106 requirements. Instead, staff and volunteers “just know what to do” and are given rather broad autonomy to fix problems as they arise, or may bring issues to farm manager and her staff who make the decision on whether and how to resolve them, without looking at larger impacts to other elements of the resource. It is unclear what archeological resources are present at the park. The assumption cannot be made that, because debris from Federal Highways Administration materials testing projects litter the grounds and that it was at one point a surface dump site, that there must not be any undisturbed sites. There also needs to be some consideration for the potential of invasive species to be introduced as a result of a projects. FCMCF have no established criteria to determine what risks and impacts a project could have. Cumulative effects of projects and actions are not being considered

There were several issues noted that are outside of the scope of the compliance evaluation, including comments about accepting (and storing) all types of donations, from microwaves to car seats, and allowing their young volunteers to work without shoes in an area where copperheads exist and surface debris had been previously discarded by FHWA. There was an entire area near the Market Fair area where cut down trees are stored. There is another area where it looks like logs are being milled for farm purposes. FCMCF said that they do their own tree work, but also asked for NPS assistance. A likely-domesticated cat was seen roaming freely in the administrative complex. The cat should be removed from the farm or kept indoors to comply with NPS regulations and the Superintendent's Compendium.

FCMCF also requested operational assistance in the form of a schedule for trash pick-up and snow removal, help with tree removal and the development of a site plan to show where lines are for power, water, phone and internet.

FCMCF management does not have clear understanding about what actions require contacting the park for evaluation. The GWMP and FCMCF need to address procedures for dealing with woody vegetation removal, wood used for firewood, and invasive plant treatments. In addition, FCMCF may need assistance with hazard tree work. Park staff can assist if there is an infestation issue so that resource management can address and relocate animals.

	ISSUE	RECOMMENDATION
<u>Urgency</u>	<u>(List identified issues and identify if critical or non-critical)</u>	<u>(Identify what actions need to be considered and responsibilities fall under park or partner.)</u>
High	It was difficult to determine which structures in the areas administered by FCMCF were new, which had undergone a compliance review, and which had not.	The park, with the help of FCMCF, will create a site plan for each of the distinct areas of the site – the Pavilions, the Market Fair, the Farm, the Environmental Living Center, and the Administrative Complex that would serve as the baseline for future evaluations.
High	There were multiple hook-ups to electric lines and water lines. FCMCF reported that they dug holes between 24" and 36" to access the lines to provide the connection.	Electric and water lines, as well as sewer and telephone lines, will be part of the site plan.
High	There was not a demonstrated understanding of NEPA or Section 106 requirements	FCMCF will attending training for the benefit to the staff and volunteers.
High	There is no process in place to determine what actions rise to the level of notifying GWMP staff and undergoing a compliance review.	As part of the training, the park will provide some simple tools (an info sheet, checklists, etc) to assist FCMCF in developing a process that includes consideration of effects an action may have on the human environment.

		Park staff could potentially revive the former park compliance cover sheet and adapt it to create a checklist for FCMCF staff to utilize.
Low	There were multiple signs with posts put into the ground.	Sign posts will be part of the site plan.

9. Animal Care

Summary of Findings:

On October 30, 2015, an inspection was made of Claude Colonial Memorial Farm in response to a perceived complaint received through the office of USDA, APHIS, Animal Care. Note: there was not complaint made. Somehow while attempting to contact an animal care subject matter expert, an assumption was made for the need of an inspection by complaint. The nature of the complaint was potential unlicensed activity. After speaking with the farm manager, Anna Eberly and taking a tour of the facility, an animal care subject matter expert was able to determine that the Claude Memorial Colonial Farm did not need an exhibitor's license (permit). Although the farm is exhibiting animals - specifically pigs, cattle, and poultry - the exhibition is set-up as a living history farm museum. Additionally, the pigs and cattle are a part of a program to preserve heritage breeds. Such exhibits are promoting agriculture and are exempt under the Animal Welfare Act by definition (see link below, page 19).

	ISSUE	RECOMMENDATION
<u>Urgency</u>	<i><u>(List identified issues and identify if critical or non-critical)</u></i>	<i><u>(Identify what actions need to be considered and responsibilities fall under park or partner.)</u></i>
High	There was not enough shelter from the elements for the breeding herd during the day. (page 136; 3.127b – Facilities, Outdoor, Shelter from Inclement Weather)	
High	Part of the fencing for the breeding herd enclosure was constructed with material that may be inadequate for the species and/or in a manner that	

	may not contain the animals. (135; 3.125a – Facilities General, Structural Strength)	
High	The gate for the cattle enclosure was loosely attached. (page 135; 3.125a – Facilities General, Structural Strength)	
High	The enclosure/barrier fence for the public viewing of the cattle was low and could potentially allow public access. NOTE: The cattle did not seem interested in interacting with the public. The regulations do allow for the use of low barrier/enclosure fences with an easily identifiable and readily available attendant. (page 53; 2.13(c)(1) - Handling of Animals)	

10. Visitor Use/Interpretation/Volunteers

Summary of Findings:

The annual visitation for the farm is around 60,000 visitors. This number does not include the uses of the Turkey Run pavilions. Visits occur in a variety of ways, including individuals entering through the farm's front entrance, educational programs with elementary school children, regularly scheduled activities and programs, events and volunteer activities. The FCMCF conducts interpretation of the 18th century farm using staff and volunteers in period clothing, but does not conduct first person interpretation as it is defined. Interpreters operate within the style of demonstration to convey information about the time in history and the significance of agriculture as a way of life. Interpreters may move between a first person voice and that of casual explanation of a particular activity in which they are or may be engaged and its place in the life in 18th century rural America. First person interpreters should remain in character even when discussing information or having a conversation.

The information provided by FCMCF about how staff and volunteers are trained was insufficient to assess the program. GWMP may want to consider bringing in an individual or team with experience in interpretation to further evaluate the quality of the demonstrations as well as accuracy of information. In addition, the volunteers at FCMCF are very much participatory in the experience of the working farm aspect, involved in a wide variety of tasks and chores that help to maintain the farm and demonstrate aspects of life on the farm. The FCMCF manager clearly communicated the value of the volunteer efforts as well as the unique experience volunteers have being engaged there; and without the many volunteers FCMCF would not be able to continue with operations.

The FCMCF also provide an experiential program called the Environmental Living Program, which has been a part of the farm offerings since its early days. The program provides a more in depth experience over a period of time, including researching life ways of the time period, significance of agriculture and food, making period clothing and other items; and culminates in an overnight experience at the farm with campfire, cooking and storytelling related to life on the 18th century tenant farm.

The experiential programs and the Market Fair are very important programs to FCMCF, and draw a lot of interest from the community.

There are many different styles of signs, both directional and interpretive. The FCMCF need to create a sign plan to have more consistency of the signs, their uses and design that reflects NPS sign standards. Although FCMCF voiced strong opinion against interpretive signs inside the replica 'historic' farm area, in that they can detract from the visitor experience of feeling immersed in an 18th century farm, there may be options for strategic placement of signs. The interpretive materials available in brochure format are limited.

All FCMCF volunteers are under an agreement with FCMCF. Volunteers can be as young as 10. FCMCF require that all volunteers 10 to 18 years of age require agreement with guardian. FCMCF does not conduct background investigations on volunteers. Volunteers are involved in all facets of operations. There is very little supervision. The volunteers "self-police" themselves. FCMCF figures what talents and capabilities the volunteers have and then match them up with projects. There is no volunteer coordinator. Anyone can sign up someone to be a volunteer. Statistics are kept with off the shelf software. Referred volunteers – community service – individuals are registered with county volunteer centers. FCMCF often host individuals referred from juvenile court. No actual agreement for this exists. There is no formal training. Interpretation is tied to a central theme of "tenant farm family." There is no formal training program, everything is on the job training with little to no oversight. Site belongs to Association for Living History, Farm and Agricultural Museums. (FCMCF advertises paid vacancies on the website.)

FCMCF uses a message in its printed and web media that is not consistent with NPS policy. Although adamant about their function, FCMCF incorrectly refers to themselves as a "privately funded and operated National Park." In realizing the passion and dedication FCMCF has for their mission and efforts to keep the demonstration farm running, the park needs to work with FCMCF to accurately reflect the relationship.

Friends of Claude Moore Colonial Farm provides food for sale at the spring and fall Market Fairs. This is done largely with support of volunteer staff who prepare, serve and collect money. Food observed during the fall fair included rotisserie chicken and sausages cooked over an open fire, as well as roasted olives and vegetables in an earthen oven, local bread, and lemonade and draft beer on a gravity fed tap. Aside from a handful of items identified for meeting food service standards, there were no urgent deficiencies with the operations.

The fairs also boast a variety of demonstrations, crafts, and artisan vendors with thematic connections to the way of life in and around the year 1771. Although some of the artisans who participate provide interesting and fun demonstrations, the operations also are there to sell a variety of wares typical of the time period. Although providing a unique experience in their own right, these sales may not be consistent with allowable selling of goods in a national park.

The Market Fair is staged in an area just outside of and adjacent to the demonstration zone of the colonial farm itself. FCMCF has, over the years, established this site with temporary structures to house

the artisans, demonstrators, period interpreters, and entertainers. Volunteers and crafters in period costume barter and gossip with each other, demonstrate a skill or trade, entertain visitors and run activities and sales booths. In terms of the built environment, there are no compliance issues. Temporary structures built on skids are easily movable, repairable or taken down.

The seasonal Market Fair operation, including food venues, have been in place for many years and are fondly looked upon by the local community who participate in the event, as well as individuals who come from more distant locations. It is seen as one of the few places locally that the public can celebrate and learn about this time period in history through an event offering a variety of activities to explore.

	ISSUE	RECOMMENDATION
<i>Urgency</i>	<i>(List identified issues and identify if critical or non-critical)</i>	<i>(Identify what actions need to be considered and responsibilities fall under park or partner.)</i>
Medium	Training (non-critical)	(Partner) FCMCF will pursue a more formalized system of training personnel at the site. Relying solely on "OJT" and the interests of the individual can only result in inconsistency with the job trying to be accomplished.
High	Background investigations	(Partner) backgrounds of individuals working and volunteering may be completely unknown. Working in close proximity to children makes this a major safety concern.
High	Supervision (critical)	Currently no one is specifically responsible or accountable for anything at FCMCF according to the site. This may explain why activities such as burns and lack of compliance for projects on federal land have occurred. All activities involving interaction with the public should have an accountable individual

11. Drug Free Workplace

Summary of Findings:

FCMCF have some written documentation in place to regulate for a drug free work place.

- Employee handbook
 - **“Automatic Termination** You may be terminated without notice for any of the following reasons: ...Becoming intoxicated or under the influence of any drug that is not prescription while on duty.”
- Volunteer Rules
 - Rule #9 states, “Becoming intoxicated or under the influence of any drug that is not prescription while on duty is strictly prohibited.”

There was no examples and documentation of past incidents where drug use activities required procedural action-No information was provided

12. Property

Summary of findings:

No remaining property listed in appendix on the original agreement (1981) are being tracked, and there is no reason to track the property due to exceeding the lifespan of such past equipment.

The only more recent piece of equipment FCMCF has in its possession currently tracked is a Ford CU213C Wheeled Tractor (#NP3000004809). It is an old piece of equipment and one in which the FCMCF has put considerable of its own maintenance into.

The FCMCF has commented that it is interested in any equipment that might come available that would assist them with management and operations of the farm.

AGREEMENT
Between
FRIENDS OF TURKEY RUN FARM, INC.
and
UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION
GEORGE WASHINGTON MEMORIAL PARKWAY

This Agreement entered into as of this 5th day of June, 1981, by and between the United States of America, Department of the Interior, National Park Service, hereinafter referred to as the "Service," and Friends of Turkey Run Farm, Inc., hereinafter referred to as the "Cooperator."

WITNESSETH:

WHEREAS, the National Park Service is charged with the responsibility for administering the National Park System of the United States which contains outstanding areas reflecting the cultural and historical heritage of the Nation; and

WHEREAS, it is the purpose of the National Park Service to preserve and manage these areas for the benefit and inspiration of all people of the United States; and

WHEREAS, the National Park Service is authorized and wishes to continue a program of living exhibits, demonstrations and educational programs at Turkey Run Farm Park indicative of an 18th-century low-income Northern Virginia family; and

WHEREAS, Friends of Turkey Run Farm, Inc., was created for the purpose of cooperating with the National Park Service in interpreting Turkey Run Farm

Park and is uniquely qualified to provide such cooperation.

NOW, THEREFORE, pursuant to the authority of the National Park Service contained in the Act of August 25, 1916 (39 Stat. 535), as amended and supplemental (16 U.S.C. 1 et seq.); Act of August 18, 1970 (84 Stat. 826) 16 U.S.C. 1a-2(g)); Act of August 8, 1953, (16 U.S.C. 1b5); Act of July 1, 1955 (16 U.S.C. 18f), the parties in consideration of the mutual premises contained in this Agreement, agree as follows:

1. RESPONSIBILITIES OF THE NATIONAL PARK SERVICE

A. Use of Turkey Run Farm

The Cooperator shall have use of the National Park Service area known as Turkey Run Farm Park as described in Attachment A for the purpose of conducting a living interpretive demonstration educational program related to an 18th-century low-income Northern Virginia family farm.

B. Loan of Structures and Personal Property

The Cooperator shall have use of the structures described in Attachment B, the personal property described in Attachment C, and the livestock described in Attachment D.

C. Maintenance

1. The National Park Service shall provide all maintenance activities, on parkland outside of the area described in Attachment A.

2. The National Park Service shall provide snow removal necessary to provide access to Turkey Run Farm Park.

3. Subject to the reasonable availability of resources and personnel, the National Park Service shall provide firewood for use by the Cooperator in connection with the activities at the park.

4. For the period of June 1, 1981, through September 30, 1981, only, the National Park Service shall provide maintenance described in paragraph II, B, and janitorial and trash collection service as described in paragraph II, C, within the area described in Attachment A. National Park Service shall have no responsibility for farming or other interpretive activities.

D. Park Police Services

The National Park Service shall provide appropriate levels of law enforcement and traffic control in the park and shall undertake to enforce, as the Service deems appropriate, all applicable laws and regulations pertaining to the conduct of persons at the park.

II. RESPONSIBILITIES OF THE COOPERATOR

A. Program

1. The Cooperator shall conduct a program of living exhibits, demonstrations and educational programs at Turkey Run Farm Park indicative of an 18th-century low-income Northern Virginia family. This program shall include interpretive and educational farming in such a manner as to maintain a historic scene typical of such an 18th-century family farm. The program will comport with the statement for interpretation, Attachment E.

2. Cooperator shall supply all interpretive brochures and other printed materials necessary for the programs.

3. At present the farm is open to the public and organized groups five (5) days per week (Wednesdays-Sundays) during daylight hours, April through November, and three (3) days per week (Fridays-Sundays) during daylight hours, December through March. Changes in hours of operation shall be coordinated with the Service.

4. Cooperator may sell, at fair market value, products and services produced in connection with the program activities authorized by this agreement.

5. Fair admission charges may be made. Sale items and prices, as well as schedule of admission charges, must be approved by the Service in writing. The Service shall act upon such requests within thirty (30) days and approval shall not be unreasonably withheld.

B. Maintenance

1. The Cooperator shall provide all repairs and maintenance to all buildings and structures listed in Attachment B. Such maintenance and repairs shall be done in such a fashion and at such frequency to preserve the structural integrity, safety and appearance of the buildings and structures. No new buildings or structures shall be constructed without the written approval of the Service. All buildings and structures shall be returned to the Service in the condition received, less ordinary wear and tear.

2. The Cooperator shall maintain, repair and replace all personal property provided by the Service as listed in Attachment C. The Cooperator shall maintain such equipment in a safe and good working order and to a standard consistent with the requirements of high quality interpretive

activities. The Cooperator shall fully insure all personal property as specified in Paragraph II, E and shall apply the proceeds of such insurance toward necessary repair or replacement. All personal property shall be returned to the Service in the same condition as received, less ordinary wear and tear.

3. Cooperator shall provide all necessary care to the livestock provided as listed in Attachment A. All care shall be provided in a humane manner and in accord with sound veterinary practices. Livestock produced during the terms of this Agreement may be sold at fair market value. The Cooperator shall not significantly expand the scope of livestock program without the written approval of the Service.

4. The Cooperator shall provide all grounds maintenance within the area identified in Attachment A. Such maintenance shall be performed to provide a safe and presentable environment consistent with the interpretive theme of the park.

C. Sanitation and Safety

1. The Cooperator shall be responsible for maintaining the area in a safe and sanitary fashion and shall comply with all applicable federal, State, and local laws and regulations regarding health and safety.

2. The Cooperator shall provide all janitorial services and trash removal necessary to keep the area identified in Attachment A clean and orderly.

3. The Cooperator shall use no pesticides or herbicides without the written approval of the Service. The Service shall respond to written

requests for such use promptly. Any approvals given shall comport with National Park Service policies applicable in the area.

D. Utilities

The Cooperator shall be responsible for providing and maintaining all utilities within the area identified in Attachment A. Such utilities shall include the furnishing of sufficient potable water and portable toilet facilities.

E. Insurance

The Cooperator agrees to be fully responsible for the management, use, and safety of those portions of the park which it utilizes to perform its responsibilities hereunder and during such periods of time as it actually utilizes those portions of the park. The Cooperator agrees to assume liability for any and all claims by third parties arising from the acts or omissions of its representatives, employees, contractors, or employees of contractors and shall:

1. procure public and employee liability insurance from responsible companies with a minimum limitation of Five Hundred Thousand Dollars (\$500,000) per person for any one claim and an aggregate limit of One Million Dollars (\$1,000,000) for any number of claims arising from any one incident. The United States shall be named as an additional insured on all such policies. All such policies shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles thereunder and such insurance shall be assumed by, be for the account of, and be at the insured's sole risk.

2. procure insurance in amount and nature satisfactory to the Service (not to exceed fair market value) on all personal property of the Service loaned to the Cooperator.

3. pay the United States the full value for all damages to the lands or other property of the United States caused by the Cooperator, its representatives, employees, contractors or employees of contractors.

4. indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments and expenses arising out of or from any omission or activity of the Cooperator, its representatives, employees, contractors or employees of contractors.

F. Accounting Records and Reports

1. The Cooperator shall maintain accounting records in accord with recognized accounting principles. The Cooperator shall submit, annually, as soon as possible (but no later than 100 days after January 1 of each year) a public accounts report on its financial position and result of operations under this agreement for the preceding year, giving such information about the operations of the Cooperator under this agreement as is traditionally contained in such reports.

2. The Service shall have the right to verify and audit all such reports from the books, correspondence, memoranda, and other records of the Cooperator, during the period of this agreement, and for such time thereafter as may be necessary to accomplish such verification.

3. The Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of five (5) calendar

years after the close of the business year of the Cooperator have access to and the right to examine and audit any of the pertinent books, documents, papers, and records of the Cooperator related to this Agreement.

III. GENERAL

A. Definitions

1. The term "Service" as used in this Agreement means the National Park Service and shall include the Regional Director, National Capital Region, and the Superintendent, George Washington Memorial Parkway, or such other person as may be designated by the Regional Director or Superintendent.

2. The term "Cooperator" as used in this Agreement means the Friends of Turkey Run Farm, Inc., and shall include its duly authorized officers and employees.

B. Term of Agreement

This Agreement shall be in full force and effect through September 30, 2006, unless earlier terminated as provided.

C. Termination

1. It is agreed that in case of the failure on the part of either party to observe any of the conditions of this Agreement, the other party may terminate this Agreement by giving 60 days written notice of such default and termination of this Agreement to the other party herein; whereupon this Agreement shall be terminated at the end of such 60-day period without resort to any legal process and without the need for further notice of termination

to the other party hereto. During the 60-day period, the parties will make good-faith efforts to cure the default.

2. Upon termination of this Agreement, the Cooperator agrees to vacate the premises and to remove all temporary and movable improvements or personal property therefrom furnished by the Cooperator, unless otherwise agreed to in writing by the Service. In case of nonremoval thereof, the remaining property or products shall become the property of the National Park Service without any obligation to pay therefor. In the event the Service is required to remove any such remaining property, the Cooperator shall reimburse the Service for the cost of such removal.

3. Upon termination, all property loaned to the Cooperator under this original Agreement, shall be returned to the Service less ordinary wear and tear.

4. The Service reserves the right to terminate this Agreement for the convenience of the government whenever in its judgment such termination is required in the public interest.

D. Assignment

No transfer or assignment of this Agreement or of any part thereof of interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved in writing by the Service.

E. Laws, Regulations, Service Access

All operations conducted under this Agreement shall be subject to the laws governing the areas involved in this Agreement and the rules and regulations

promulgated thereunder, whether now in force or hereafter enacted or promulgated. The National Park Service reserves to its employees the right to enter this property at all times for the purposes of park management, inspection, and the enforcement of all laws and rules and regulations.

F. Members of Congress

No member of, or Delegate to, Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

G. Headings

The headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

H. Invalidity

If any provisions of this Agreement or its application to any person or in any circumstances shall be held invalid and unenforceable, the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.

I. Appropriations

Nothing in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purpose of this Agreement for that fiscal year, or to invoke the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations.

J. Non-Discrimination

The parties will abide by the provisions of Executive Orders 11246 and 11375, which are attached and made a part of this Agreement. The parties will not discriminate in the selection of participants for any program on the grounds of race, creed, color, sex or national origin, and will observe all the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 200(d)).

K. Consultation

The Cooperator and the Service, through their representatives, shall maintain close liaison and shall consult regularly on all matters pertaining to activities in the park. The parties shall meet at least annually to review the operations at the park. For the purpose of this Agreement the representative for the Cooperator shall be designated as the President of Friends of Turkey Run Farm, Inc., and the Representative for the Service shall be the Superintendent, George Washington Memorial Parkway.

L. EFFECTIVE DATE THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE JUNE 7, 1981

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of June, 1981.

UNITED STATES OF AMERICA

By: Russell E. Dickerson
Director, National Park Service

THE FRIENDS OF TURKEY RUN FARM, INC.

By: Joseph F. Hart
President

By: Erwood L. Walton, Jr.
Secretary

AMENDMENT NO. 1

Agreement between Friends of Turkey Run Farm, Inc., and the United States of America, Department of the Interior, National Park Service, National Capital Region, George Washington Memorial Parkway, dated June 5, 1981.

THIS AMENDMENT NO. 1 entered into by and between the United States of America, Department of the Interior, National Park Service, hereinafter referred to as the "Service", and Friends of Turkey Run Farm Park, Inc., hereinafter referred to as the "Cooperator":

WITNESSETH:

WHEREAS, the National Park Service and the Friends of Turkey Run Farm, Inc. entered into an agreement dated June 5, 1981 which provided for the continuation of a program of living exhibits, demonstrations, and educational programs at Turkey Run Farm Park, and

WHEREAS, Friends of Turkey Run Farm, Inc. has been successful in raising funds from the private-sector which has enabled them to provide and implement these programs, and

WHEREAS, Friends of Turkey Run Farm, Inc. has obtained a substantial endowment for the Farm which will secure the future operation of the Farm and the successful implementation of the educational and interpretive programs as set forth in the agreement dated June 5, 1981, and

WHEREAS, the National Park Service recognizes the efforts of both the Friends of Turkey Run Farm, Inc. and Dr. Claude Moore, who has made a significant financial contribution to a newly formed endowment to encourage the Friends of Turkey Run Farm, Inc. to engage in meaningful fund raising activities, and to provide assurances that the program at the Farm shall be maintained on a long term basis.

NOW THEREFORE, the parties hereby agree that the "Agreement between Friends of Turkey Run Farm, Inc. and the United States of America" dated June 5, 1981 shall be amended in the following particulars:

1. Paragraph I.A is modified to eliminate Attachment A and substitute Attachment A - 1.

2. A new paragraph, I.E, is added as follows:

"E. The area known as Turkey Run Farm Park shall be called "The Claude Moore Colonial Farm at Turkey Run"."

3. Paragraph III.B shall now read as follows:

"B. Term of Agreement

1. This Agreement shall be in full force and effect through September 30, 2011, unless earlier terminated as provided.

2. Upon mutual agreement, this agreement and all the provisions contained herein shall be extended in full force and effect for an additional thirty (30) year period after lapse of the original term. This mutually renewable option shall be excisable at any time prior to the ninetieth (90th) day preceding the end of the term provided herein by the parties entering into a written agreement. Prior to lapse of the second term, both parties shall meet to negotiate continued operations at the Farm."

This Amendment No. 1 shall be attached to and made a part of said Agreement dated June 5, 1981.

IN WITNESS WHEREOF, the parties hereto have subscribed their names

and affixed their seals this 2 day of July, 1982.

UNITED STATES OF AMERICA

By: Manus J. Fish J. (Seal)
Regional Director

THE FRIENDS OF TURKEY RUN FARM, INC.

By: Joseph R. Pharo (Seal)
President

By: Margaret Szalowski (Seal)
Secretary

AMENDMENT NO. 2

Agreement between Friends of Turkey Run Farm, Inc., and the United States of America, Department of the Interior, National Park Service, National Capital Region, George Washington Memorial Parkway.

THIS AMENDMENT NO. 2 entered into by and between the United States of America, Department of the Interior, National Park Service, hereinafter referred to as "the Service", and Friends of Turkey Run Farm Park, Inc., hereinafter referred to as "the Cooperator."

WITNESSETH:

WHEREAS, Public Law 101-512, dated November 5, 1990, appropriated \$225,000 to the Service (less a Congressional decrease of 0.524 percent) for improvements to the Claude Moore Colonial Farm (hereinafter referred to as "the Farm"); and

WHEREAS, the Cooperator has assisted the Service in ensuring a stable financial base for the Farm's operation and is uniquely qualified to cooperate with the Service in making improvements to the Farm; and

WHEREAS, improvements to the Farm will support the intent and purposes of the June 5, 1981 Agreement between the Service and the Cooperator and amendments thereto; and

WHEREAS, the Service and the Cooperator have agreed that the \$225,000 (less a 0.524 percent Congressional decrease) will be granted to the Cooperator to perform the necessary improvements to

the Farm.

NOW THEREFORE, the parties hereby agree that the Agreement between the Service and the Cooperator, dated June 5, 1981, shall be amended to define the terms and conditions by which the \$225,000 grant will be administered.

I. THE SERVICE AGREES TO:

A. Provide \$225,000 (less a 0.524 percent Congressional decrease) to the Cooperator for the construction of a new administration building and replacement of the existing log cabin at the Farm upon receipt from the Cooperator and approval by the Service of Standard Form 424 (Attachment A) and Standard Form 270 (Attachment B).

B. Work closely with the Cooperator in monitoring the construction project.

C. Designate a Project Manager who will serve as the liaison with the Cooperator for the construction project.

D. Provide timely review and approval of all plans, designs, specifications and final contract documents, including both those initiated by the Cooperator and those initiated by independent contractors, prior to the Cooperator entering into commitments to perform work under the contracts.

E. Perform periodic reviews of the construction project to assure compliance with contract(s) and to notify the Cooperator's Project Manager if, in the opinion of the Service, any discrepancies occur between contract specifications and the actual

work being performed.

F. Allow the Cooperator to conduct all communications with consultants and/or contractors regarding this construction project.

G. Prepare all documents necessary for compliance with the National Historical Preservation Act, as amended (16 U.S.C. 470 et seq.); the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.); and any other Acts that may require review of any aspect of this project.

II. THE COOPERATOR AGREES TO:

A. Apply for the grant by completing Standard Form 424 (Attachment A) and Standard Form 270 (Attachment B).

B. Comply with the reporting requirements delineated in Office of Management and Budget Circular A-110 (Attachment C).

C. Maintain any advances of Federal funds in interest bearing accounts. Any interest earned on Federal advances must be returned to the National Park Service, National Capital Region, less \$100 for administrative expenses.

C. Provide administration and supervision of this construction project and be responsible for dealing directly with consultants and/or contractors on all matters related to the project.

D. Adhere to the Service's requirements in methodology for accomplishing the construction work to protect the historic resources of the George Washington Memorial Parkway at Turkey Run.

E. Provide contract specifications for review and approval by the Service prior to the bidding process.

F. Provide the Service with copies of all construction documents, maps, studies, drawings, calculations, correspondence, photographs, estimates, warranties, guarantees, progress reports, payment schedules and all other related documents from solicitation to project completion and acceptance of the project. Completion reports shall include "as built" drawings of the new facilities.

G. Provide quarterly progress reports on work authorized in the contract. Such reports shall include a detailed discussion of technical accomplishments, any present or anticipated problems, financial projection for remaining work, scheduling and recommendations for continued work.

H. Take such actions as are necessary to resolve to the satisfaction of the Service any discrepancies between contract specifications and actual work being performed.

I. Obtain Service approval, in writing, of work performed by the Cooperator and/or contractors, in conformance with approved designs and specifications, prior to final acceptance of the work.

J. Designate a Project Manager who will serve as the liaison to the Service for the construction project.

K. Comply with the provisions of the Drug-Free Workplace Act of 1988 which requires that the terms and conditions of all grants include a certification statement indicating that the grantee will provide a drug-free workplace during the term of the grant (Attachment D).

III. GENERAL

A. All right, title and interest in the structures built

and/or relocated pursuant to this grant agreement shall be vested in the United States.

B. The Cooperator will comply with the provisions of the Davis-Bacon Act, 4 U.S.C. 276a-a7. The Cooperator shall also require that all contractors and subcontractors shall comply with the provisions of the Davis-Bacon Act.

C. The Cooperator will comply with the provisions of the Federal Fair Labor Standards Act, 29 U.S.C. 209-219, which provides requirements for compliance with minimum wage and maximum hour provisions.

D. The terms and conditions of this grant will remain in effect until the completion of the construction project.

E. The Cooperator and the Service will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states, "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner, a Member of Congress to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations they

deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

IN WITNESS WHEREOF, the parties hereto have executed this amendment this 6th day of December, 1990.

By Thomas J. Wilkins
Contracting Officer
National Capital Region
National Park Service
Department of the Interior

By Robert Stanton
Robert Stanton
Regional Director
National Capital Region
National Park Service
Department of the Interior

By Toni W. McMahon
Toni W. McMahon, President
Friends of Turkey Run Farm, Inc.

AMENDMENT NO. 3

Agreement between Friends of Claude Moore Farm, at Turkey Run, Inc., and the United States of America, Department of the Interior, National Park Service, National Capital Area, George Washington Memorial Parkway.

This Agreement No. 3 entered into by and between the United States of America, Department of the Interior, National Park Service, hereinafter referred to as "the Service", and Friends of Claude Moore Farm, at Turkey Run, Inc., hereinafter referred to as "the Cooperator".

WITNESSETH:

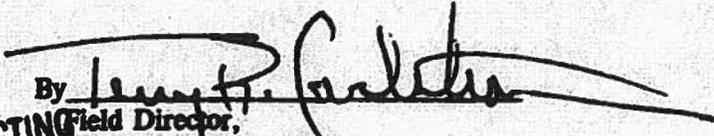
NOW THEREFORE, the parties hereby agree that the Agreement between the Friends of Claude Moore Farm, at Turkey Run Inc. and the United State of America dated June 5, 1981 shall be amended with the following particulars:

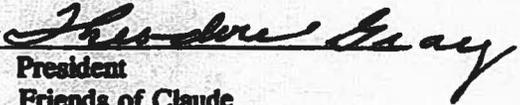
- 1. Section I.A. Use of Turkey Run Park, modified in Amendment No.1 (July 2, 1982) paragraph I.A. to eliminate Attachment A and substitute Attachment A-1 which describes how the Operator may use the Service's land, shall be amended by Amendment No.3 which eliminates Attachment A-1, and substitutes Attachment A-2 in its place. This new map, (Attachment A-2) drawn by the Service, illustrates the changes in the specific boundaries of the cooperator which is located in parcel E and contains approximately 68.5 acres.**
- 2. In the original Agreement Section II Responsibilities of the Cooperator, paragraph "D. Utilities", shall remain as stated, "The Cooperator shall be responsible for providing maintaining all utilities within the Area identified in Attachment A. (amended in Amendment**

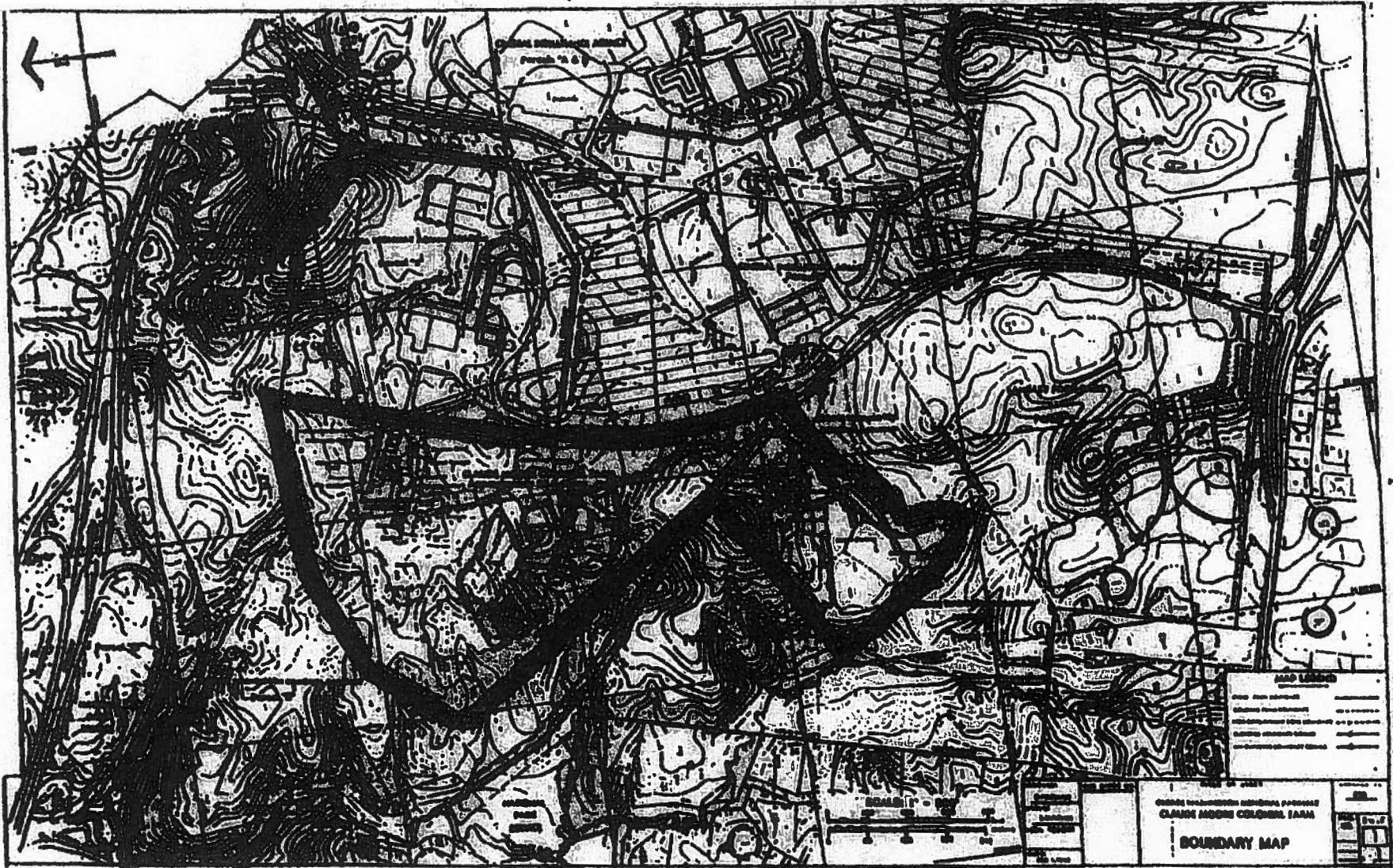
No.3 to Attachment A-2). Such utilities shall include the furnishing of sufficient potable water and potable toilet facilities". The following language to be added to paragraph "D" states: "The Service shall provide funds in the amount of \$10,000 total to pay for the cost of providing water and electricity to the area included in Attachment A-2 for a period of 5 years beginning in Fiscal Year 1994 and ending in Fiscal Year 1999". These funds provided by the Service will be subject to the availability of funds referenced by Section III General, paragraph I. Appropriations, which states, "Nothing in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purpose of this Agreement for that fiscal year, or to invoke the Service in any contract or obligation for the further expenditure of money in excess of such appropriations".

This Amendment No.3 shall be attached to and made part of said Agreement dated June 5, 1981.

IN WITNESS WHEREOF, the parties hereto have executed this amendment this 10TH day of FEB., 1997.

By 
ACTING Field Director,
National Capital Area

By 
President
Friends of Claude
Moore Farm at Turkey Run,
Inc.







IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
National Capital Region
1100 Ohio Drive, S.W.
Washington, D.C. 20242

AMENDMENT Number 4

Agreement between Friends of Claude Moore Farm, at Turkey Run, Inc., the successor in interest to the Friends of Turkey Run Farm, Inc., and the United States of America, Department of the Interior, National Park Service, National Capital Region, George Washington Memorial Parkway.

This Amendment Number 4 entered into by and between the United States of America, Department of the Interior, National Park Service, hereinafter referred to as "the Service", and Friends of Claude Moore Colonial Farm, at Turkey Run, Inc., hereinafter referred to as "the Cooperator."

WITNESSETH:

NOW THEREFORE, the parties hereby agree that the Agreement between the predecessor in interest to the Cooperator and the Service dated June 5, 1981, shall be amended with the following particulars:

To transfer a one-time amount of \$65,000, within available funds, for the Cooperator to support and stimulate educational programs which foster public understanding and appreciation of the importance of agriculture in the development of American society. These programs involve active participation in the rudimentary operation and life style of an 18th century farm.

The Cooperator agrees to apply for funding by completing Standard Form 424 (Attachment A), and Standard Form 270 (Attachment B); to comply with the reporting requirements delineated on the Office of Management and Budget Circular A-110 (Attachment C); and to maintain any advances of Federal Funds in interest bearing accounts. Any interest earned on Federal Fund advances must be returned to the Service, less \$100 for administrative purposes. The Cooperator agrees to comply with the provisions of Office and Budget Circulars A-122 and A-133 (Attachments D and E).

This Amendment Number 4 shall be attached to and made part of said Agreement dated June 5, 1981.

IN WITNESS WHEREOF, the parties hereto have executed this amendment this 6th day of MAY, 1999.

By Thomas R. Carleton
Regional Director
National Capital Region

By April L. Gray
President
Friends of Claude Moore Farm at Turkey Run,
Inc.

Thomas R. Carleton 5/14/99
Executive Officer
[Signature]
Executive Officer

Approximately
120 acres

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Preapplication <input type="checkbox"/> <input type="checkbox"/> Construction <input type="checkbox"/> Construction <input type="checkbox"/> <input type="checkbox"/> Non-Construction <input checked="" type="checkbox"/> Non-Construction	2. DATE SUBMITTED	Applicant Identifier
	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

I. APPLICANT INFORMATION

Legal Name: Friends of Claude Moore Farm

Organizational Unit:

Address (give city, county, state, and zip code):

6301 Georgetown Pike
McLean, VA 22101

Name and telephone number of person to be contacted on matters involving this application (give area code):

Anna Eberly, Director
703-847-0710

II. EMPLOYER IDENTIFICATION NUMBER (EIN):

52 - 1216556

7. TYPE OF APPLICANT (check appropriate letter in box)

- | | |
|---------------------|--|
| A. State | H. Independent School Dist. |
| B. County | I. State Controlled Institution of Higher Learning |
| C. Municipal | J. Private University |
| D. Township | K. Indian Tribe |
| E. Interstate | L. Individual |
| F. International | M. Public Organization |
| G. Special District | N. Other (Specify) <u>non-Profit</u> |

8. TYPE OF APPLICATION:

New Continuation Revision

If Revision, enter appropriate box(es) in box(es)

- A. Increase Award B. Decrease Award C. Increase Duration
 D. Decrease Duration Other (Specify):

9. NAME OF FEDERAL AGENCY:

National Park Service

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

□□ - □□□□

TITLE:

12. AREAS AFFECTED BY PROJECT (City, County, State, etc.):

11. DESCRIBE TITLE OF APPLICANT'S PROJECT

To support and stimulate education programs which foster public understanding of the importance of agriculture in the development of American Society, in the context of an 18th century farm.

13. PROPOSED PROJECT

14. CONGRESSIONAL DISTRICTS OF:

8th Congressional District

Start Date: Present **Ending Date:** 10/99

Project Name: Friends of Claude Moore Farm Edu. Prod. at Claude Moore

15. ESTIMATED FUNDING:

a. Federal	\$	65,000	100
b. Applicant	\$		0
c. State	\$		0
d. Local	\$		0
e. Other	\$		0
f. Program Income	\$		0
g. TOTAL	\$	65,000	100

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER (SEE PROCEDURE)?

YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER (SEE PROCEDURE) FOR REVIEW ON

DATE _____

- NO. PROGRAM IS NOT COVERED BY E.O. 12372
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

Yes No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

19. Name of Authorized Representative

Audrey F. Colhoun

20. Title

Superintendent

21. Telephone Number

703-289-2500

Date: 5/5/99

Standard Form 104 (FORM 4-88)
Prescribed by GSA General Reg. 27

AMENDMENT No.5

Agreement between Friends of Claude Moore Farm, at Turkey Run, Inc., and the United States of America, Department of the Interior, National Park Service, National Capital Region, George Washington Memorial Parkway.

This Amendment No. 5 entered into by and between the United States of America, Department of the Interior, National Park Service, hereinafter referred to as "the Service", and Friends of Claude Moore Colonial Farm, at Turkey Run, Inc., hereinafter referred to as "the Cooperator "

WITNESSETH:

NOW THEREFORE, the parties hereby agree that the Agreement between the Friends of Claude Moore Farm, at Turkey Run Inc. and the United States of America dated June 5, 1981 shall be amended with the following particulars:

To transfer a one time amount of \$65,000, within available funds, for the Cooperator to support and stimulate educational programs which foster public understanding and appreciation of the importance of agriculture in the development of American society. These programs involve active participation in the rudimentary operation and life style of an 18th century farm.

The Cooperator agrees to apply for funding by completing the following forms:

Standard Form 424 to be used to request federal assistance (Attachment A);

Standard Form 424A to be used to submit a breakdown of projected for the project. It should be part of the initial submission of forms to obtain funding (Attachment B);

Standard Form 270 to be used to request either an advancement of funds, if none has been previously requested, or a reimbursement, if the Farm has already expended the funds (Attachment C);

Standard Form 269 to be used to report the financial status of the expenditure on a semiannual basis. It should be submitted no later than 30 days after the specified reporting period. The reports are due no later than 30 days after March 31 and September 30. A final report is due 90 days after September 30 (Attachment D); and

Budget Circular A-110 to be used to maintain any advances of Federal Funds in interest bearing accounts. Any interest earned on Federal Fund advances must be returned to the Service, less \$100 for administrative purposes (Attachment E).

In addition, the Cooperator agrees to comply with the provisions of the Office of Management and Budget Circulars A-122 and A-133 (Attachments F and G).

This Amendment No.5 shall be attached to and made part of said Agreement dated June 5, 1981.

IN WITNESS WHEREOF, the parties hereto have executed this amendment this 6th
Day of MAY, 2000.

By *James M. Jones*
Regional Director
National Capital Region

By *John M. Lillard*
President
Friends of Claude Moore Farm at Turkey Run,
Inc.

Thomas M. McConnell
Thomas M. McConnell
Contracting Officer

3064-0013-SZZ (\$33,000)
3301-0006-SZM (\$32,000)

AMENDMENT NO. 6

Agreement between Friends of Claude Moore Farm, at Turkey Run, Inc., and the United States of America, Department of the Interior, National Park Service, National Capital Region, George Washington Memorial Parkway.

This Amendment No. 6 entered into by and between the United States of America, Department of the Interior, National Park Service, hereinafter referred to as "the Service," and Friends of Claude Moore Colonial Farm, at Turkey Run, Inc., hereinafter referred to as "the Cooperator."

WITNESSETH:

NOW THEREFORE, the parties hereby agree that the Agreement between the Friends of Claude Moore Farm, at Turkey Run, Inc., and the United States of America dated June 5, 1981, shall be amended with the following particulars:

1. Paragraph II.A. is modified to eliminate Attachment E and substitute Attachment E-1, Vision of the Friends of Claude Moore Colonial Farm, at Turkey Run, Inc., dated February 18, 1992. In addition, the following language is added to Paragraph II.A: "The construction of a Visitor Center, as outlined in attachment E-1, paragraph III.B.5, is subject to approval by the Service of a business plan submitted by the Cooperator evidencing that the facility's construction, operation, and maintenance can be successfully funded with non-federal dollars."
2. Paragraph III.B.1, modified in Amendment No. 1, dated July 2, 1982, to read "[t]his Agreement shall be in full force and effect through September 30, 2011, unless earlier terminated as provided," is deleted in its entirety. In its place, a new Paragraph III.B.1 is inserted, reading as follows: "This Agreement shall be in full force and effect through September 30, 2016, unless earlier terminated pursuant to the terms of this Agreement."

This Amendment No. 6 shall be attached to, and made a part of, said Agreement dated June 5, 1981.

IN WITNESS WHEREOF, the parties hereto have executed this amendment this _____
Day of 9/20, 2000.

By


Regional Director
National Capital Region

By


President
Friends of Claude Moore Farm at Turkey
Run, Inc.

AMENDMENT NO. 7

Agreement between the Friends of Claude Moore Colonial Farm, at Turkey Run, Inc., and the United States of America, Department of the Interior, National Park Service, National Capital Region, George Washington Memorial Parkway.

This Amendment No. 7 entered into by and between the Friends of Claude Moore Colonial Farm, at Turkey Run, Inc., hereinafter referred to as "the Cooperator," and the United States of America, Department of the Interior, National Park Service, hereinafter referred to as "the Service."

WITNESSETH:

NOW THEREFORE, the parties hereby agree that the Agreement between the Cooperator and the Service, dated June 5, 1981, hereinafter referred to as "the 1981 Agreement," shall be amended with the following particulars:

- i. Paragraph I of the 1981 Agreement is modified to add a new subparagraph, I.F, stating as follows:**

F. Award and Payments

- i. This Agreement obligates the amount of NOT TO EXCEED \$100,000.00 from account no. 3301-0006-SZM. Any award beyond the current fiscal year is subject to the availability of funds.**
- ii. Payment from the Service to the Cooperator shall be by advance. The Cooperator shall submit an original and a copy of form SF-270, Request for Advance or Reimbursement, whenever payment is desired and shall otherwise comply with all terms and conditions or applicable circulars and regulations regarding payments. Invoices and other required supporting statements or certificates will be submitted by the Cooperator to the Service's Contracting Officer at: National Park Service, National Capital Region, 1100 Ohio Drive, Washington, D.C. 20242.**
- iii. Payments shall be made no more frequently than monthly and shall be paid by Electronic Funds Transfer.**

2. Paragraph II of the 1981 Agreement is modified to add a new subparagraph, II.F.4, stating as follows:

4. Service-wide Interpretive Report

The Cooperator shall provide information to the Service for the Service-wide Interpretive Report. The Cooperator shall provide this information on an annual basis, on a due date established by the Service (typically October 1). The information to be provided by the Cooperator for the Service-wide Interpretive Report shall include: types of educational programs provided, including historical demonstrations and special events; description of the program; the number of programs given; and the number in attendance.

3. Paragraph II of the 1981 Agreement is modified to add a new subparagraph, II.F.5, stating as follows:

5. Periodic Performance and Financial Reports

The Cooperator shall provide the Service with periodic performance and financial reports.

- i. The Cooperator shall provide the Service with a performance report at least semi-annually (January and July) for as long as funds are disbursed under this Agreement.
- ii. The Cooperator shall submit the following financial reports to the Service:
 - (a) Standard Form 424, affixed hereto as Attachment A, to be used to request federal assistance;
 - (b) Standard Form 424A, affixed hereto as Attachment B, to be used to submit a breakdown of projected expenses for the project. It should be part of the initial submission of forms to obtain funding;
 - (c) Standard Form 270, affixed hereto as Attachment C, to be used to request either an advancement of funds, if none has been previously requested, or a reimbursement, if the Cooperator has already expended funds;

- (d) Standard Form 269, affixed hereto as Attachment D, to be used to report the financial status of the expenditure on a semi-annual basis. It should be submitted no later than 30 days after the specified reporting period. The reports are due no later than 30 days after March 31 and September 30. A final report is due 90 days after September 30; and
- (e) Budget Circular A-110, affixed hereto as Attachment E, to be used to maintain any advances of Federal Funds in interest bearing accounts. Any interest earned on Federal Fund advances must be returned to the Service, less \$100 for administrative purposes.

4. Paragraph III of the 1981 Agreement is modified to add a new subparagraph, III.M, stating as follows:

M. OMB Circulars and other Regulations

The following OMB Circulars and other regulations, with which the Cooperator agrees to comply, are incorporated by reference into this Agreement:

- i. OMB Circular A-110, as codified by 43 C.F.R. Part 12, Subpart F, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations."
- ii. OMB Circular A-122, "Cost Principles for Non-Profit Organizations." (Attachment F)
- iii. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." (Attachment G)
- iv. 43 C.F.R. Part 12, Subpart D, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." (Attachment H)
- v. 43 C.F.R. Part 12, Subpart E, "Buy American Requirements for Assistance Programs." (Attachment I)

- vi. FAR Clause 52.203-12, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions." (Attachment J)

- 5. Paragraph III of the 1981 Agreement is modified to add a new subparagraph, III.N, stating as follows:

N. Minority Business Enterprise Development – Executive Order 12432

It is national policy to award a fair share of contracts to small and minority firms. The Service is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 C.F.R. § 12.944 for Institutions of Higher Education; Hospitals and other Non-Profit Organizations, and 43 C.F.R. § 12.76 for State and Local Governments.

- 6. Paragraph II of the 1981 Agreement is modified to delete subparagraph I.E in its entirety. In its place, a new subparagraph I.E is inserted, stating as follows:

E. Liability

The Cooperator shall be fully responsible for the acts and omissions of its representatives, employees, contractors and subcontractors connected with the performance of this Agreement. The Cooperator, in furtherance of and as an expense of this Agreement, shall:

- i. Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000.00), per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000.00) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the Cooperator shall provide the Service with confirmation of such insurance coverage;
- ii. Procure insurance from a responsible company or companies in an amount and nature satisfactory to the Service, but not to exceed fair

market value, on all personal property of the Service loaned to the Cooperator under this Agreement;

- iii. Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representative, or employees; and
- iv. Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

7. Paragraph III of the 1981 Agreement is modified to delete subparagraph III.J in its entirety. In its place, a new subparagraph III.J is inserted, stating as follows:

J. Non-Discrimination

All activities pursuant this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

8. Paragraph III of Amendment No. 2 to the 1981 Agreement, dated December 6, 1990, is modified to delete subparagraph III.E in its entirety. In its place, a new subparagraph III.E is inserted, stating as follows:

E. Lobbying Prohibition – 18 U.S.C. § 1913. Lobbying with Appropriated Money

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or

to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

9. The Cooperator will immediately notify the Service of any circumstances that significantly affect the activities contemplated by this agreement.

This Amendment No.7 shall be affixed to and made part of the 1981 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this amendment this 25th Day of September 2001.

By Terry R. Carlisle By Jean Ann Gilliland
Regional Director President
National Capital Region Friends of Claude Moore Farm at Turkey Run, Inc.

By Susan Bachmann
Susan Bachmann
Contracting Officer.

Appendix B

Evaluation Operation Team:

Bernard Spencer-Bey, Safety Officer, George Washington Memorial Parkway
Don Boucher, Regional Fire and Emergency manager, National Capital Region (NCR)
Raul Castillo, Regional Fire Program Specialist, NCR
Steve LeBel, Program Manager, Office of Business Services, NCR
Adam Kramer, Office of Public Health, NCR
Jeff Young, Facilities Engineer, NCR
Karen Boone, Facilities Services Assistant, NCR
Stan Briscoe, Supervisory Architect / Regional Accessibility Coordinator, NCR
Matt Virta, Cultural Resources Program Manager, GWMP
Brent Stuary, Natural Resources Program Manager, GWMP
Claire Rozdilski, Environmental Protection Specialist (acting), GWMP
John Bryan, Veterinary Medical Officer/Wildlife Veterinarian, Biological Resources Management Division, Headquarters.
Lee Werst, Chief of Visitor Services, GWMP
Brent O'Neill Acting Chief of Staff, GWMP
Laren Beasley, Property Management, NCR
Frank Kim, Supply Technician, GWMP
John Stefaniak, Facility Operations Specialist, GWMP
Gloria McFadden, Inspector, Animal and Plant Health Inspection Service USDA

Claude Moore Colonial Farm (CMCF)

Anna Eberly, Farm Manager
Jon David Engle, Facility Manager
Erin Myers, Volunteer
Ed Myers, Volunteer

Schedule of interviews:

September 11- Food safety, water and wastewater- Adam Kramer, Anna Eberly, Erin Myers
September 23-Food evaluation-JR's catering, Adam Kramer
September 24- Concession and Financial-Brent O'Neill, Steve LeBel, Anna Eberly,
October 7- General Industry Safety Standards- Bernard Spencer-Bey, Jon David Engle, Facility Manager
October 8-Visitor Services-Brent O'Neill, Lee Werst, Anna Eberly
October 8- General Industry Safety Standards- Bernard Spencer-Bey, Jon David Engle, Facility Manager
October 17-Food Safety/Market Fair-Anna Eberly, Adam Kramer
October 22-Compliance Process NEPA/NHPA- Brent O'Neill, Brent Steury, Matt Virta, Claire Rozdilski
Anna Eberly
October 24-Animal Care- John Bryan (Phone call)
October 30-Animal Care-Gloria McFadden
October 28- Facilities/Accessibility-Don Boucher, Raul Castillo, Anna Eberly, Stan Briscoe, Karen Boone,
Mario Owens, Jeff Young, John Stefaniak Brent O'Neill, Ed Myers and Erin Myers

Urgency	Building Name and FMSS number Issue:	Photo	Work Order / Corrective Action
Imminent	<p>ISSUE: 3 Pavilion A, storage. Found exposed wiring and combustible materials stored too closed to ceiling.</p> <p>RECOMMENDATIONS: use approved electrical junction covers and maintain 2 ft. clearance of combustible materials from the ceiling.</p> <p>CODE: NFPA 1:11.1.10 NFPA 1:10.19.3.1</p>		

Imminent

ISSUE: 4
Pavilion D. Cooking area. Noticed damage collar on LPG cylinder

RECOMMEDNATION: Replace LPG Cylinder with non-damage collar.

Residential structure. Found 200lbs. LPG tank, too close to a residential window.

RECOMMENDATION: Maintain 10 ft. clearance between LPG cylinder of residential window or door opening.

CODE: NFPA 58:5.2.1.4



Imminent

ISSUE: 5

Pavilion D. Storage and Living Center Storage areas. Found extension cords being used to energize refrigerators.

RECOMMENDATION: Extension cords cannot be used as permanent wiring. Install approved electrical outlets for large appliances.

Pavilions A, B C and D. Found several extension cords affixed to structures and used as permanent wiring.

RECOMMENDATION: Extension cords shall not be affixed to fixtures or used as permanent wiring.

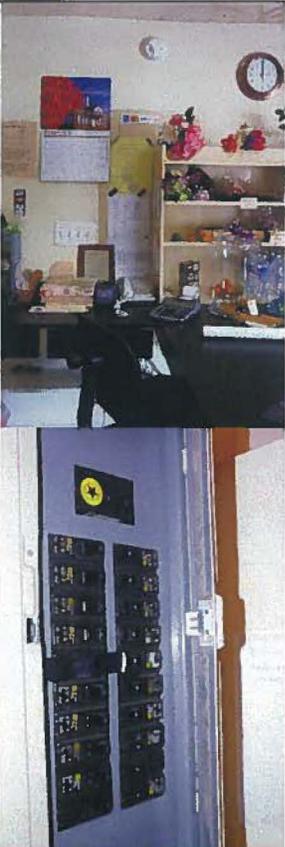
Gate House Shop. Found an extension cord outside the Gatehouse Shop.

RECOMMENDATION: Install approved electrical outlets. Extension cords and flexible cords shall not be affixed to structures; extend through walls, ceilings, or floors, or under doors or floor coverings; or be subject to environmental or physical damage. Shall not be used as a substitute for permanent wiring.

CODE: NFPA 1:11.1.7.5

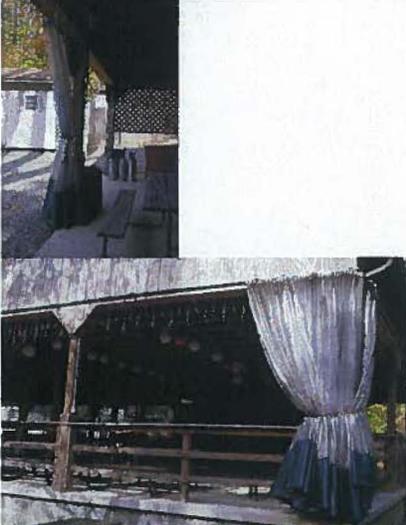


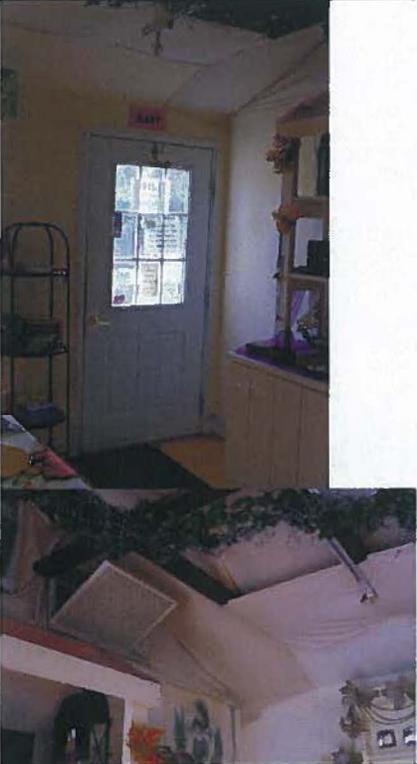
Imminent	<p>ISSUE: 6 Pavilion D, cooking area. Found several fire extinguishers without annual certification, not mounted and obscured from view.</p> <p>RECOMMENDATION: All fire Extinguishers shall be tagged to ensure annual certification, mounted approximately 5 ft. from the finished floor, and unobscured from view.</p> <p>Gate House Shop. Found a fire extinguisher on the floor, next to trash receptacle.</p> <p>RECOMMEDNATION. All fire Extinguishers shall be serviced annually, mounted approximately 5 ft. from the finished floor, and unobscured from view.</p> <p>Book Shop. Found a fire extinguisher on the floor, without annual certification tag.</p> <p>RECOMMEDNATION. A fire extinguisher with a minimum UL rating of 1A-10BC is recommended in the kitchen area of the book shop.</p> <p>All fire Extinguishers shall be serviced annually, mounted approximately 5 ft. from the finished floor, and unobscured from view.</p> <p>CODE: NFPA 1: 13.6.9.3.1.1. 1 NFPA 10:6.1.3.1 NFPA 1: 13.6.8.1.3.3.1 NFPA 1:13.6.8.1.3.8.1</p>	  	
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<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Imminent</p>	<p>ISSUE: 15 Gate House Shop. Found electrical panel covered with papers and circuit breaker taped on the ON position. <i>(Breakers that frequently trip are an indicator of possible electrical problems and shall be promptly reported and corrected).</i></p> <p>RECOMMEDNATION: Electrical panel shall have 3 ft. clearance and not obstructed from view. Remove electrical tape from panel and use approved electrical device to maintain circuit breaker on at all times. CODE: NFPA70:110.26</p>		
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Imminent</p>	<p>ISSUE: 16 Residential structures - Fire Protection Recommendations</p> <p>RECOMMENDATION: Install and maintain battery powered smoke alarms in all sleeping rooms and hallway and CO detector where fuel-burning appliances are used. Also, install one fire extinguisher, minimum UL rating of 1A-10:BC, (AHJ)</p> <p>CODE: NFPA 101:24.3.4.1.1(3) NFPA 101:24.3.4.2.2</p>		

Imminent	<p>ISSUE: 20 Lumber Mill. Wood processing - Found storage/use of several 5 gal. containers of flammable liquids.</p> <p>RECOMMENDATION: A minimum of 1 fire extinguisher with a UL rating of 40B is required, placed at a maximum distance of 30ft. from containers. Ensure all flammable liquids are stored in proper flammable liquids storage cabinet when not in use.</p> <p>CODE: NFPA (Table), 10:6.3.1.1</p>			
Imminent	<p>Fire Protection for outdoor fires and fire places.</p> <p>RECOMMENDATION: Maintain a 2 ½ gal. pressurized water extinguisher and or garden hose on outside open fires or when fire places are in use.</p> <p>CODE: AHJ</p>			

<p style="text-align: center;">High</p>	<p>ISSUE: 7 Pavilion area, outside. Found holiday decoration lights tapped to an outside electrical wiring.</p> <p>RECOMMEDATION: All electrical wiring shall be maintained in accordance with</p> <p>CODE: NFPA 70:110.26</p>		
<p style="text-align: center;">High</p>	<p>ISSUE: 9 Pavilions, A, B C and D. Found several electrical outlets throughout the park with missing covers.</p> <p>RECOMMENDATION: All electrical junction outlets shall have approved covers.</p> <p>Pavilion D. Found several indoor electrical switches used on outdoor structures.</p> <p>RECOMMENDATION: Maintain all electrical appliances, fixtures, equipment, and wiring in accordance with NFPA 70, National Electrical Code.</p> <p>CODE: NFPA 1:11.1.10</p>		

<p style="text-align: center;">High</p>	<p>ISSUE: 2 Pavilion A. Found several compressed cylinders not secured.</p> <p>RECOMMENDATION: Secure all compressed cylinders to prevent them from falling.</p> <p>CODE: NFPA 1:63.3.1.8.4</p>		
<p style="text-align: center;">High</p>	<p>ISSUE: 1 Pavilion A, B and D. Curtains outside pavilion are required to be NFPA 701 compliant</p> <p>RECOMMENDATION: Provide curtains documentation for fire retardant compliance.</p> <p>CODE: NFPA 1:10.3.1</p>		
<p style="text-align: center;">High</p>	<p>REMINDER 1: Patio heaters shall not be located within 5 ft. of exits from assembly occupancy.</p> <p>CODE: NFPA 58:6.20.2.3</p>		

High	<p>ISSUE: 18 Facility Barn. Found a 250 gl. fuel tank without vehicular protection nor secondary containment and (3) 20lbs. LPG cylinders not stored in an LPG cage. Some LPG cylinders are rusted and require replacement.</p> <p>RECOMMENDATION: Storage of Haz-Mat liquids, where capacity exceeds 55 gl., shall be provided with spill control (secondary containment). Provide proper vehicular protection for fuel tank. Replace rusted LPG cylinders. Store all LPG tanks in proper cage when not in use.</p> <p>CODE: NFPA 400:6.2.1.9.3.1 NFPA 58:5.2.1.4 NFPA 58:8.4.2.1</p>		
High	<p>ISSUE: 12 Gate House Shop and Book Shop. Found canvas material mounted on ceiling throughout.</p> <p>RECOMMENDATION: Provide certificate of flame resistance for canvas material.</p> <p>CODE: 1:20.1.2.1</p>		

<p style="text-align: center;">Low</p>	<p>ISSUE: 14 Outside Winter Pasture. Found mulch stored next to LPG containers.</p> <p>RECOMMENDATION: Keep 10 feet distance of combustible materials/mulch to LPG tanks.</p> <p>CODE: NFPA 1:69.3.4.5.2</p>		
<p style="text-align: center;">Low</p>	<p>ISSUE: 19 Machine Vehicle Shop. Found several 20lb. LPG cylinders. Not stored in an approved lockable ventilated structure. Some cylinders are rusted and shall be removed from service.</p> <p>RECOMMENDATIONS: Replace or remove all LPG cylinders that do not meet code. Store all 20lb. LPG cylinders in an approved container. All LPG cylinders and tanks shall comply with NFPA 58 code.</p> <p>CODE: NFPA 58: 8.4.2.1 NFPA 58:5.2.1.4</p>		

Operational Evaluation criteria:

- Fire Code Compliant Construction
- NPS Fire Protection Condition Assessments
- Annual Fire Safety Inspections
 - Will conduct inspections as part of the site visit
- Fire Protection System Inspection, Testing and Maintenance
- Structural Fire Management Plan
- Fire Department Agreements
- Pre-plans for responding engine companies

Documents requested for analysis: Advance Information Request (AIR)

The following documentation was requested. None was provided.

- County code compliance documentation
 - Construction Permits
 - Fire Marshall or Authority having jurisdiction design approvals
 - Occupancy Permits
- Fire Inspection Reports
- Fire Protection System Inspection and Testing Reports

Wildland Fire:

Operational Evaluation criteria:

- Fire Management Plan and Environmental Compliance
 - Director's Order 18, 4.1 paragraph 2. Each park with burnable vegetation must have an approved Fire Management Plan that will address the need for adequate funding and staffing to support its fire management program. Parks having an approved Fire Management Plan and accompanying National Environmental Policy Act (NEPA) compliance may utilize wildland fire to achieve resource benefits in predetermined fire management units
 - Compliance will have to be completed to allow for the use of prescribed fire.
- Use of fire
 - Director's Order 18, 5.1.D. Use of Wildland Fire: Wildland fire will be used to protect, maintain, and enhance natural and cultural resources and, as nearly as possible, be allowed to function in its natural ecological role. Use of fire will be based on approved Fire Management Plans and will follow specific prescriptions contained in operational plans.
- Burn Plan with Prescription required for all burning operations identifies:
 - Limits on relative humidity, wind speed, fuel moistures, etc.
 - Control lines and preparations
 - Qualified resources to conduct the burn
 - Reserve resources to respond in the event of an escape
- All personnel conducting a prescribed burn must be qualified

The following documents were requested but not provided:

- Fire Incident Reports (Park & County)

Appendix D

Operational Evaluation criteria:

- Activity involving financial transactions with the public, i.e. commercial activity and the authority used to permit that activity.
- Sales and rentals, (any and all exchanges of anything of value for anything of value.)
- Donation program

The following documents were requested but not provided:

- FCMCF Certificate of Insurance and list of coverages
- FCMCF - JR Colonial Caterers contract; NPS approval of this contract and "Entertainment Extras" provided by JR Colonial Caterers
- JR Colonial Caterers Certificate of Insurance and list of coverages; ABC license; documentation of employee ABC training
- 2013 Annual Financial Report; 2013 documentation of Pavilion income; 501(c)3 Earned Income for the period CY2013 - CY2013 and sources of this income
- NPS approval of Pavilion use
- NPS approval of all rates charged to the public
- NPS approval of the sale of alcoholic beverages

Any obligating documents with external vendors, under the aegis of the NPS-CMCF agreement, providing public services for the period CY2013 - CY2013, including retail sales, food, recreation, for example, or the Autumn Market Fair vendors for the period CY2013 - CY2013.

CY2013 Financial Summary

Income			
18th Century Farm Activities	Farm Programs	\$28,612	5.7%
	Admissions	\$34,832	7.0%
	Market Fair Food Sales	\$39,103	7.8%
	Merchandise Sales	\$44,545	8.9%
	Sub-total	\$147,092	29.5%
21st Century Activities	Flea Market/Consignment	\$16,948	3.4%
	Horticulture	\$11,390	2.3%
	Pavilion Rental	\$100,125	20.1%
	Sub-total	\$128,463	25.8%

	Total Farm Activities	\$275,555	55.3%
Fundraising	NPS Operating Grant	\$94,000	18.9%
	Operating Grants	\$40,000	8.0%
	Contributions & Membership	\$89,016	17.9%
	Total Fundraising Activities	\$223,016	44.7%
Interest Income		\$5	
Total Operating Income		\$498,576	

Expenses

Purchases for Resale (COG \$)	Market Fair Food	\$17,192	44.0%
	Merchandise	\$25,980	58.3%
	21st Century Purchases	\$4,555	
	Total Purchases For Resale	\$47,727	
Program Expenses	Fundraising	\$0	0.0%
	Livestock	\$14,290	2.9%
	Pavilions	\$1,028	0.2%
	Programs	\$27,055	5.4%
	Total Program Expenses	\$42,373	8.5%
General & Administrative	Staff Costs	\$276,497	55.5%
	Insurance	\$12,366	2.5%
	Utilities	\$16,299	3.3%
	Telephone	\$6,484	1.3%
	Outside Audit Fee	\$5,166	1.0%
	Printing, Office, Postage	\$19,269	3.9%
	Facilities Maintenance	\$35,206	7.1%
	Grounds Upkeep	\$15,351	3.1%
	Total General & Administrative Expenses	\$386,638	77.5%

Total Operating Expenses	\$476,738	95.6%
Net Profit or Loss	\$21,838	4.4%

INVESTMENTS

Investment Income	
Investment Funding (Grants)	\$0
Unrealized Gains (Losses)	\$170,816
Dividend Income	\$50,816
Total Investment Income	<u>\$221,632</u>
Investment Expenses	
Management Fees	<u>\$12,039</u>
Total Investment Expenses	<u>\$12,039</u>
Net Income (Loss) From Investments	<u>\$209,593</u>
Net Income Operations & Investments	<u>\$231,431</u>

RESTRICTED FUNDS

Deferred Compensation Plan Expenses	-\$59,277
Saw Mill Contribution Income	\$255
Total Restricted Funds	<u>-\$59,022</u>
Total Income (Loss) From All Activities	\$172,409

Appendix D

Operational Evaluation criteria:

- Activity involving financial transactions with the public, i.e. commercial activity and the authority used to permit that activity.
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Total Restricted Funds	<u>-\$59,022</u>
Total Income (Loss) From All Activities	\$172,409

Appendix E

Table 1. PAVILIONS - Restrooms

- Restrooms have a comfort station with men (3 toilets and 2 urinals, 4 hand sinks) and women's (5 toilets, 4 handsinks)
- Have had events up to 900 people – they reported that they can handle events up to 1,000 people
- Per IPC table 403.1, The occupant classification would be either A-2 (restaurants, banquet halls and food courts) or A-5 (table summarized for up to 1,000 people)

	Water Closets		Lavatories		Drinking Fountain
	Male	Female	Male	Female	
A-2	1 per 75	1 per 75	1 per 200		1 per 500
A-5	1 per 75	1 per 40	1 per 200	1 per 150	1 per 1,000

So using the most lenient interpretation (A-2)

Criteria	Have	Need for 1,000	Limit with existing
Water Closets	10	14	750
Lavatories	8	5	1600
Drinking Fountains	3 soda fountains	2	1500

Appendix F

HOUSING HABITABILITY CONDITION RATINGS QUESTIONNAIRE		
	Claude Moore Colonial Farm - Aaron's Residence (R1)	Version 1/16/2009
Component	Question	Entry
Unit Size	Does the unit have a bathroom?	Yes
	Does the unit have a living room?	Yes
	Are all ceilings at least 7 feet high?	Yes
	Does the unit have a cooking area that is at least 50 SF?	No
	Is there at least one space that contains approximately 150 SF, i.e. approximately 12x12?	No
	Enter the QMIS square footage (SF) of the unit:	800
	How many persons was this unit designed for?	1
	How many bedrooms does the unit have? (according to QMIS criteria)	1
	How many bathrooms does the unit have?	1
	Excluding bathrooms, how many rooms are provided? Full or partial wall separation must exist for space to be defined as a separate room.	4
	Excluding bathrooms, how many rooms contain at least 70 SF, i.e. 8x8? Habitable rooms contain a minimum of 70 SF (50 SF for a kitchen).	2
Privacy	How many of the bathrooms have a full locking door providing adequate privacy from the living area?	1
	Does each bedroom have acoustical and visual separation from the living areas, working areas and adjacent units? Separation is defined as walls that are of standard framing (at least 4 inches thick).	Yes
	Is there privacy provided from the public roads, walks, and trails, along with adequate screening from common area and adjacent units? Privacy is defined as the inability for a passerby to look directly into the unit.	Yes
Circulation	Is there easy access to the living area from the main entry?	Yes
	Can the tenant get to their assigned bedroom or bathroom without passing through another bedroom?	Yes
Lighting & Ventilation	How many bathrooms have a functioning ventilation fan?	0
	Does the HVAC system provide for uniformity of temperature in all rooms year-round (heating and/or cooling)?	Yes
	How many of the habitable rooms (excluding bathrooms) have an operable window or a functioning ventilation fan?	3
	Do all rooms have at least one window or ceiling/wall lighting fixture to allow for sufficient lighting (both artificial and natural)?	Yes
Kitchen	Does the kitchen have a sink?	Yes
	Is there an adequate supply of hot water?	Yes
	Are all kitchen surfaces of cleanable and durable finishes?	Yes
	Does the kitchen have at least 8 SF of counter top space?	Yes
	Does the kitchen have an adequate oven range and stovetop?	Yes

	Does the kitchen have adequate cabinet and storage space to allow each person approximately 4 cubic feet of covered food storage area?	Yes
	Does the kitchen have an adequate refrigerator? On average, most top freezer refrigerators can accommodate 4 people (assuming 5 cubic feet of storage space per person).	Yes
Bath	Are all bathroom surfaces of cleanable and durable finishes?	Yes
	Do all bathrooms have at least 2 SF of counter space?	Yes
	Do all bathrooms have sufficient storage, i.e. medicine cabinet?	Yes
	Does each bathroom have sufficient fixtures such as towel bar and toilet paper holder?	Yes
	Is there adequate space in each bathroom? Adequate space is defined as approximately 21 in. of clearance in front of the lavatory and water closet and 15 in. from the centerline of the water closet to the nearest wall and fixture.	Yes
Support Spaces	Is there adequate parking for all tenants?	Yes
	Is there a laundry room in the habitable space?	N/A
	Is the eating area adjacent or near the kitchen and living area?	Yes
	Does the unit have additional closets other than bedroom closets?	No
	Does the unit have a carport or garage that is at a minimum approximately 230 SF, i.e. 11.5 x 20?	No
	Is there an additional storage area, such as a basement or attic (does not include garage or storage shed)?	No
Unit Design & Other	Are the units free of any mold problems?	Yes
	Are the units free of any pest and rodent control problems?	Yes
	Does the architectural style and design respond to climate conditions, i.e. sloped roofs in wet climates?	Yes
	Does the style and design allow flexibility, permitting some level of adaptability to the resident and/or occupant needs?	Yes
	Has the unit been modernized over time to reflect current style and design (examples include reflooring/re-carpeting, new kitchen appliances, new cabinets, new wallpaper, etc.)?	Yes

Appendix G

Operational Evaluation criteria:

- Operation plan
- Interpretive plan (strategic, vision, goals, etc.)
- Training information
- list of programs
- publications (brochures, pamphlets, exhibits, booklets, websites, etc.)
- advertising and marketing
- Environmental Living program manual
- overnight and campfire programs
- program evaluations
- activities that address NPS Call to Action initiative for the 21st Century

Documents requested for analysis:
Advance Information Request (AIR)

interpretive program materials-none provide.
brochure material, Market Fair rack card, Volunteer rack card, Visitor Information flyer, Calendar of Events, and Family Newsletter--provided

Visitation Statistics for CMCF 2012 and 2013

														TOTAL
Site	Contact	2012 Oct	2012 Nov	2012 Dec	2013 Jan	2013 Feb	2013 Mar	2013 Apr	2013 May	2013 June	2013 July	2013 Aug	2013 Sept	
Claude Moore Farm visitors	Anna Eberly	7494	4361	1611	185	160	620	4273	9315	7023	9726	7843	7970	60581
Site	Contact	2013 Oct	2013 Nov	2013 Dec	2014 Jan	2014 Feb	2014 Mar	2014 Apr	2014 May	2014 June	2014 July	2014 Aug	2014 Sept	
Claude Moore Farm visitors	Anna Eberly	10644	4460	2836	Park closed	Park closed	Park Closed	0	9340	8460	9575	5770	8501	59586

Appendix H

Animal Care

The Facilities:

- Housing:
 - Is the housing appropriate for the species being housed?
 - Dimensions
 - Air Flow
 - Free access to water
 - Condition:
 - Is the housing in safe, good working order?
 - Does it adequately function in keeping out the elements; e.g. precipitation, wind, cold, etc. as needed per species.
 - Are structures sound and free of sharp, deteriorating (e.g. rusty) protruding edges?
 - Is there evidence of pest infestation; e.g. rats, mice, ants, roaches, etc?
 - Upkeep:
 - Is there a regular housing cleaning and maintenance schedule?
 - How is it recorded, managed?
 - Who is responsible for keeping these?
 - Are upgrades and/or repairs made in a timely manner (records)?

Veterinary Care:

- Regular Maintenance:
 - Do the animals receive regular, bi-annual (6 month) veterinary care including:
 - Health Checks
 - Vaccinations as appropriate to species and law.
 - Care of minor health issues
- Emergency:
 - Do the animals receive prompt emergency veterinary care as needed?
 - Is there a protocol to address these needs; e.g. an established relationship with a veterinary emergency care facility?
- Records:
 - Are all veterinary care records kept in an organized, easily accessible fashion?
 - Who is responsible for keeping and management of veterinary records?

Transportation:

- Is there adequate, appropriate transportation for animals should it be needed, whether for emergency care, natural disaster response, or housing issues?
- What protocols are in place to address the aforementioned:
 - Emergency Veterinary care
 - Natural Disaster Response
 - Housing Issues

Regulations:

- What Federal, State, County, and/or Local regulations/permits apply to the keeping of animals in this context?
- How are these records kept and managed?
- Who is responsible for the keeping and management of such agreements and associated regulatory documents?

Engagement:

- If the animals are being exhibited (as defined per the AWA & AWAR), what is the “work/rest” balance for each animal; e.g. how much time do the animals spend on exhibit, and how much time do the animals spend off exhibit?
- When off exhibit, how and where are the animals kept?
- What are the rules and regulations of the facility regarding human engagement with the animals?