

Cooperative Agreement between the  
U.S. Department of the Interior and  
the Alice Ferguson Foundation

Co-op

This Agreement made this 21st day of May, 196<sup>3</sup>8,  
between the Secretary of the Interior of the United States, and the  
Alice Ferguson Foundation, Inc., a Maryland corporation.

WITNESSETH:

WHEREAS, the President of the United States approved on October 4,  
1961; an Act entitled, "A Joint Resolution to provide for the preservation  
and protection of certain lands in Prince Georges and Charles Counties,  
Maryland, and for other purposes", herein called "the Act"; and

WHEREAS, Section 2(a) of the said Act reads as follows:

"The Secretary of the Interior is authorized to accept  
donations of land or interest therein located in Prince  
Georges and Charles Counties, Maryland, in the vicinity of  
Piscataway Creek, held by the Accokeek Foundation or other  
Foundations or organizations for public use"; and

WHEREAS, Section 2(b) of the said Act reads as follows:

"When the Secretary receives a commitment, subject to  
such conditions as shall be agreeable to the Secretary of the  
Interior and the potential donor or donors, in accordance  
with which commitment the property referred to in Subsection (a)  
will be donated to the United States for purposes of this Act,  
he is authorized to acquire by such means as he finds are in  
the public interest other land and interests in land lying  
generally within the area identified as follows . . . ."; and

WHEREAS, the Certificate of the Incorporation of the Alice  
Ferguson Foundation, Inc., provides that the following are among the  
purposes of the Foundation:

"To aid and encourage by gifts of money or other property or  
by other means, organizations which are educational or charitable  
but to do so only so long as the organizations receiving this aid  
and support are limited in their functions to educational or  
charitable activities."

"To devote all or a part of the income and any or all of the principal of any property, real or personal, to the furtherance and support of educational and charitable projects and institutions."; and

WHEREAS, the Alice Ferguson Foundation, Inc., is the owner of a remainder interest of certain lands along the Potomac River commonly known as Hard Bargain Farm; and

WHEREAS, the Alice Ferguson Foundation, Inc., upon accepting the interest in the land agreed to certain conditions on the use of this land which are described in the land records of Prince Georges County, Maryland in Liber 2687 at Folio 1, which is attached as Exhibit "A" and which provides in part the following:

"The said land and premises are in view of Mount Vernon and Fort Washington National Monuments. The parties desire to restrict all future use of said land and premises to such use or uses which will maintain the present pastoral, open and wooded condition of the land and which will be consistent with the charitable and educational purposes of the Foundation and in furtherance of the Foundation's interest in any portion of the land."; and

WHEREAS, it is to the benefit of the United States that the Alice Ferguson Foundation, Inc., continue certain of its activities, as specified below, thereby providing for the protection and preservation of these lands and for the interpretation of their scenic, scientific, and historic character, in accordance with the said Act of October 4, 1961, at a reduced cost to the United States;

NOW, THEREFORE, it is agreed by and between the parties hereto, on behalf of themselves, their successors and assigns as follows:

(1) The Alice Ferguson Foundation, Inc., will, at its own expense and upon certification in writing that the Secretary of the Interior has acquired sufficient lands or interests in lands of such size and covering such an area as to preserve the lands which provide the principal overview from the Mount Vernon Estate and Fort Washington, in a manner that will insure, insofar as practicable, the natural beauty of such lands as it existed at the time of the construction and active use of Mount Vernon Mansion and Fort Washington, in accordance with the authority granted unto him by the said Act, convey to the United States of America by proper deed of conveyance acceptable to the Attorney General of the United States, its interest in the lands described above, which fall within the boundaries specified in Section 2(b) of said Act, being the same lands referred to in Section 2(a) of said Act. The property is to be free of all encumbrances whatsoever, other than the life estate now burdening the land and the agreement as to land use referred to above, and except for any other encumbrances that may be administratively waived by the Secretary of the Interior or his authorized representative and which will not, in the opinion of the said Secretary, interfere with the use of the land by the United States. Title to the lands is to be satisfactory to the Attorney General of the United States.

(2) The Alice Ferguson Foundation, Inc., may, in its discretion, include in the deed or deeds of conveyance to be executed by it, a clause providing that in the event the United States does not, within a period of five years from the date of the execution thereof establish a park in accordance with the Act, then and in that event, title to the lands or an interest in the land conveyed by the Alice Ferguson Foundation, Inc., to the United States shall immediately revert to and re-vest in the grantor, or any successor thereof, without further action on its part.

(3) The Secretary of the Interior, acting through the Director of the National Park Service, and the Alice Ferguson Foundation, Inc., in consideration of the benefits accruing to each, hereby do mutually agree as follows:

A. The Alice Ferguson Foundation, Inc., is hereby granted preferential rights under a special use permit to be issued by the Regional Director, National Capital Region, National Park Service, which shall be substantially along the lines of the draft permit attached hereto as Exhibit "B", unless the Alice Ferguson Foundation, Inc., agrees otherwise, to the use of lands covered by this agreement and designated on Drawing No. NCP 117.4-136-1, attached hereto as Exhibit "C" and made a part hereof, as "agricultural area" for the purpose of conducting a series of scientific and educational programs which may include, but is not limited to, (a) a nature study program, (b) research in the field of (1) the relation of farm production to

wildlife, and (2) the effects of various substances on ecology, and (c) the development of a demonstration farm and gardens and other projects educational or scientific in nature, all in a manner which will carry out the preservation objectives of the said Act of October 4, 1961, and the approved development plans of the National Park Service. Any public use facility developed or constructed by the National Park Service shall be located substantially as indicated on said Drawing No. NCP 117.4-136-1 attached hereto as Exhibit "C". Regardless of any other provision in this cooperative agreement, the United States retains the right to conduct archeological explorations on the lands covered by this agreement and to develop for the purposes of scientific study and public exhibition any of the archeological finds made on these lands.

B. The Alice Ferguson Foundation, Inc., and the National Park Service may cooperate in an educational and scientific program of nature study, by such manner and means as shall be approved by the Director of the National Park Service or his authorized representative in order to provide the maximum benefit to the public in accordance with the purposes of the said Act and the policies of the National Park Service.

C. The Alice Ferguson Foundation, Inc., shall indemnify the United States against any loss, damage, injury, or claim due to the fault or negligence of the Alice Ferguson Foundation, Inc., or of any of its employees or agents.

D. The Alice Ferguson Foundation, Inc., shall maintain all buildings and facilities on such lands as are to be used by the Alice Ferguson Foundation, Inc., hereunder, in an orderly and safe condition without expense to the United States.

E. No additional buildings, structures, or other physical facilities shall be constructed on the said lands by the Alice Ferguson Foundation, Inc., without first obtaining written approval of the Regional Director of the National Capital Region, National Park Service.

F. Authorized agents and personnel of the National Park Service shall have access to the said lands at all times.

G. Access to the general public on the lands covered by the special use permits issued pursuant to paragraph A above, shall be limited to those persons or groups of persons who obtain written permission from an authorized representative of either the Alice Ferguson Foundation, Inc., or the National Park Service to enter on these lands for the purposes of education, scientific study, research, passive recreation, or other approved purposes.

H. No part of this cooperative agreement shall be assigned to any other party. In the event the Alice Ferguson Foundation, Inc., as authorized under its present charter, shall cease to exist, this cooperative agreement and all rights and privileges issued thereunder shall terminate.

I. No member of or delegate to the Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom but this restriction shall not be construed to extend to this agreement if made with a corporation for its general benefit.

J. ~~In the use of the land covered by this agreement,~~ the Alice Ferguson Foundation, Inc., agrees to observe the nondiscrimination provisions prescribed by Section 301 of Executive Order No. 10925, dated March 6, 1961 (26 F.R. 1977), which are incorporated herein by reference, and as used herein, the "Contractor" means the Alice Ferguson Foundation, Inc. A copy of said Executive Order is appended.

K. The conditions of paragraph 3 may be revised or amended by the execution of a "Supplementary Cooperative Agreement."

→ L. The conditions contained in this paragraph 3 of this agreement shall be in effect for a period of twenty years from the date of its execution, and if the Alice Ferguson Foundation, Inc., shall have satisfactorily performed the conditions of this agreement, shall be renewed for successive twenty-year periods unless either (1) prior to the expiration of the twenty-year period the Director of the National Park Service shall state in writing publicly his reasons for determining that these conditions should not be renewed, or (2) prior to the expiration of the twenty-year period the Director of the National Park Service shall state in writing publicly that these conditions should not be renewed unless the conditions set forth in that written notice are met.

IN WITNESS WHEREOF, the parties hereto have set their hands  
and seals this 15th day of May, 1963.

UNITED STATES OF AMERICA

By [Signature] (Seal)  
Secretary of the Interior

THE ALICE FERGUSON FOUNDATION, INC.

By [Signature] (Seal)  
President

I, [Signature], certify that I am  
the Secretary of the Corporation named as party herein; that  
[Signature] who signed this cooperative  
agreement on behalf of the party, was then [Signature]  
of said corporation; that said cooperative agreement was duly  
signed for and in behalf of said corporation by authority of its  
governing body, and is within the scope of its corporate powers.

[Signature]  
Secretary



AMENDMENT NO. 1 TO THE AGREEMENT  
BETWEEN THE  
SECRETARY OF THE INTERIOR OF THE UNITED STATES  
AND THE  
ALICE FERGUSON FOUNDATION, INC.,  
A MARYLAND CORPORATION DATED MAY 21, 1963

WHEREAS, an Agreement was entered into on the 21st day of May, 1963, between the Secretary of the Interior of the United States and the Alice Ferguson Foundation, Inc., a Maryland Corporation; and

WHEREAS, the parties are desirous of amending this Agreement in order to recognize and continue the enhanced interpretive and other activities of the Foundation at Piscataway Park and to provide for federal financial assistance to the Foundation to support and stimulate their activities and programs at the Hard Bargain Farm, Piscataway Park.

NOW THEREFORE, pursuant to the provisions of paragraph K of section 3 of the Agreement and in accord with the authorities contained in the Act of August 25, 1916 (16 U.S.C. 1 et seq.), and other laws supplemental thereto and amendatory thereof, including the Act of October 4, 1961 (75 Stat. 780), the Act of August 18, 1970 (16 U.S.C. 1a-2(g)), the Act of August 7, 1946 (16 U.S.C. 17j-2(e)), and pursuant to the provisions of the Act of September 13, 1982 (31 U.S.C. 6301 et seq.), it is agreed by and between the parties hereto that the Agreement between the parties dated May 21, 1963, is amended as follows:

1. The first sentence of paragraph A. of section 3 is amended to read as follows:

A. The Alice Ferguson Foundation, Inc., is hereby granted use of that portion of Piscataway Park designated as "agricultural area" on Drawing No. NCP 117.4-136-1, attached hereto as Exhibit "C" and made a part hereof, for the purpose of conducting a series of scientific and educational programs which may include, but shall not be limited to: (a) a nature study program; (b) research in the field of (1) the relation of farm production to wildlife, and (2) the effects of various substances on ecology; and (c) the development of a demonstration farm and gardens and other projects educational or scientific in nature, all in a manner which will carry out the preservation objectives of the said Act of October 4, 1961, and the approved development plans of the National Park Service.

2. Paragraph G. of section 3 is amended by deleting the phrase "covered by the special use permits issued pursuant to", and inserting in lieu thereof, "included in".

3. Paragraph J of section 3 is amended to read as follows:

J. The parties will abide by the provisions of Executive Order 11246, as amended; 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 (42 U.S.C. 2000(d)).

4. Paragraph L. of section 3 is amended by deleting the phrase "The conditions contained in paragraph 3 of this agreement shall be in effect for a period of twenty years from the date of its execution", and inserting in lieu thereof, "The use granted pursuant to paragraph A shall be for a term of twenty (20) years, until April 1, 2012."

5. The Agreement is further amended by adding the following new paragraphs to section 3:

M. The Director of the National Park Service shall, subject to the availability of appropriations for the purposes of this Agreement, make available federal financial assistance to the Alice Ferguson Foundation, Inc. to support and stimulate the programs and activities of the Hard Bargain Farm, Piscataway Park, Maryland. Such federal financial assistance shall be processed in accordance with applicable law, regulations and guidelines, including but not limited to the Act of September 13, 1982 (31 U.S.C 6301 et seq.) (Federal Grants and Cooperative Agreements).

N. The Alice Ferguson Foundation, Inc. shall maintain such accounting records as may be reasonably prescribed by the Director of the National Park Service, and shall submit, annually, as soon as possible (but not later than sixty (60) days) after the 1st of March, a public accounts report on its financial position and the result of its operations for the preceding fiscal year, giving such information about its business and operations under this Agreement as are traditionally contained in such reports, and such other information as may be reasonably prescribed by the Director of the

National Park Service.

(a) The Director of the National Park Service shall have the right to verify and audit all such reports from the books, correspondence, memoranda, and other records of the Alice Ferguson Foundation, Inc. during the period of the Agreement, and for such time hereafter as may be necessary to accomplish such verification.

(b) The Comptroller General of the United States or any duly authorized representatives shall, until the expiration of five (5) calendar years after the close of the business year of the Alice Ferguson Foundation, Inc., have access to and the right to examine and audit any of the pertinent books, documents, papers, and records of the Alice Ferguson Foundation, Inc. related to this Agreement.

O. Nothing herein contained shall be construed as binding the Director of the National Park 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 involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations. Nor, shall anything herein be construed as denying the Alice Ferguson Foundation, Inc. the authority to make expenditures for improvements or other purposes in furtherance of the objectives of this Agreement, if approved in writing by the Director of the National Park Service whenever the National Park Service is unwilling or unable to commit funds for such purposes.

P. This Agreement is subject to all laws governing the National Park Service, and to all regulations and rules promulgated thereunder, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the National Park Service's general powers of supervision, regulation, and control under such applicable laws, regulations, and rules.

Q. The National Park Service reserves the right to terminate funding or other program support provided pursuant to this Agreement after ninety (90) days notice, whenever in its judgment such termination is required in the public interest. If the National Park Service so terminates funding or other program support provided pursuant to this Agreement, the Alice Ferguson Foundation, Inc. shall be reimbursed for expenditures made pursuant to the Agreement prior to the date of termination.

R. No part of the money appropriated by an enactment of Congress shall, in the absence of express authorization by Congress, may 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 its departments or agencies from communicating to Members of Congress

on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which 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 No. 1 this 26<sup>th</sup> day of June 1992.

UNITED STATES OF AMERICA

By Robert [Signature]  
Regional Director  
National Capital Region  
National Park Service  
Department of the Interior

By Thomas [Signature]  
Contracting Officer  
National Capital Region  
National Park Service  
Department of the Interior

ALICE FERGUSON FOUNDATION, INC.

By Marlene T. Mills  
President

Copy Barbara Ruth

Kjekstad 9/29/2  
\$ 397,000

Amendment No. 2 to the Agreement  
Between the  
National Park Service  
And the  
Alice Ferguson Foundation, Inc.

MT 3550 03 000

① FFS LINE 002 \$391,  
3552-2003-477  
② FFS LINE 003 \$ 6,0  
3552-2003-m2B

This Agreement is between the National Park Service (NPS) and the Alice Ferguson Foundation, Inc., (AFF or Foundation) a corporation organized and existing under the laws of the State of Maryland.

WHEREAS, NPS and the Foundation entered into a Cooperative Agreement on May 21, 1963 permitting the Foundation to operate and maintain facilities for public education within Piscataway Park.

WHEREAS, the 1963 Agreement was amended on June 26, 1992, (Amendment No. 1) to recognize and continue the enhanced interpretive and other activities of the Foundation at Piscataway Park and to provide for federal financial assistance to the Foundation to support and stimulate their activities and programs in Piscataway Park.

WHEREAS, the NPS presently wishes to provide appropriated funds to Foundation to improve, repair and rehabilitate Foundation structures within the exterior boundaries of Piscataway Park.

NOW THEREFORE, the parties agree to the following:

ARTICLE I - AUTHORITY:

This Agreement is executed in accordance with 16 U.S.C. §1g, 16 U.S.C. §1a-2(j) and 31 U.S.C. 6301 et seq.

NCE-BUDGET/VIKKI KJEKSTAD 9-29-2003

## **ARTICLE II - APPLICABILITY OF EXISTING COOPERATIVE AGREEMENT:**

This Agreement is subject to, and incorporates by reference, all terms and conditions of the 1963 Agreement between NPS and the Foundation, as amended, supplemented, or superceded

## **ARTICLE III - STATEMENT OF WORK:**

A. The Alice Ferguson Foundation Inc., may receive NPS fiscal year 2003 appropriated funds in an amount not to exceed Three Hundred and Ninety Seven Thousand Dollars (\$397,000.00) for the purpose of repairing, rehabilitating and improving the facilities at Hard Bargain Farm. These funds shall be apportioned and expended as follows:

**Ferguson Center** – Exterior and interior improvements include: replace historic windows; repair chimneys; refurbish floors; repair plaster walls, fencing and historic concrete balustrades. Federal Funding: \$134,250.

**General Facility** – Infrastructure improvements to facility roads, culverts, soil erosion, storm- water management; and replacement of fencing; gates and retaining walls.

Federal Funding: \$135,000.

**Hilltop Structures** – Repair and restoration to structures to include the: Ferguson Library Annex, five-car garage, machine shop, pump house and photo exhibit shed.

Federal Funding: \$47,500.

**Farm Manager's House** – Exterior and interior repairs and improvements to include: foundation and structural repairs, retaining wall and porch repairs, insulating floors, repairs to the garden sheds and garage, upgrades to the electrical service and septic system.

Federal Funding: \$46,600.



**Log Cabin** – Repairs and restoration include: roof, gutters and downspouts, chimney, exterior wall construction; electrical rewiring; access improvements, and erosion control.

Federal Funding: \$20,400.

**Cottage** – Exterior and interior improvements include: improving parking and access; erosion control; replace flooring; walls and water heater.

Federal Funding: \$13,250.

B. Reapportionment of expenditures on repair, rehabilitation, and improvements, may be authorized by NPS in writing.

#### **ARTICLE IV - CONDITIONS ON RECEIPT AND EXPENDITURE OF FUNDS:**

A. In addition to any conditions imposed by Section II of this Agreement, all Foundation repair, rehabilitation and improvement activities will be consistent with the preservation objectives of the Act of October 4, 1961, entitled "Joint Resolution to provide for the preservation and protection of certain lands in Prince George's and Charles County, Maryland, and for other purposes," approved NPS development and management plans, applicable laws including the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 et seq.) and the National Historic Preservation Act of 1966 (NHPA), as amended (16 U.S.C. 470, et seq.), NPS regulations, easements, and policies governing the protection of protection of NPS property, and the terms of this Agreement.

B. In no event shall funds be expended on any activity prior to completion of all NPS NEPA or NHPA obligations. Therefore, the Foundation agrees to confer with the NPS no less than 60 days in advance of any proposal to undertake any project funded by this Agreement.

## **ARTICLE V – HISTORIC PRESERVATION:**

A. In the event that NPS determines it has NHPA responsibilities, the Foundation must complete the consultation process stipulated by 36 C.F.R. Part 800 prior to commencement of construction work.

B. In the event that the activities contemplated by this Agreement will affect property eligible for inclusion on the National Historic Register, the Foundation must demonstrate to NPS satisfaction that any consultant or contractor in its employ has the requisite experience and training in historic preservation to oversee the construction and repair work to be performed.

## **ARTICLE VI – TERM OF AGREEMENT:**

This Agreement will become effective (1) upon the date of the last signature affixed hereto and shall remain in effect until three years from the effective date, or (2) when all work described in Article III, Statement of Work, is completed, whichever is sooner, unless this Agreement is terminated earlier in accordance with Article VII herein. Any unexpended funds available at the time of termination of this Agreement must be returned to NPS.

## **ARTICLE VII – TERMINATION:**

This Agreement may be terminated for convenience by either party with 60 days written notice. All unexpended NPS funds held by the Foundation at the time such notice is given shall be promptly returned to NPS.

## **ARTICLE VIII – KEY OFFICIALS:**

A. The key officials specified in this Agreement are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed.

- B. Standard Form 270 (SF-270), Request for Advance or Reimbursement, must be submitted for payment to the NPS Key Official in an original and two copies. A breakdown sheet showing costs in each budgetary item will accompany the request for reimbursement.
- C. Each SF-270 furnished will be addressed to:
- Superintendent  
National Capital Parks - East  
National Park Service  
1900 Anacostia Drive, S.E.  
Washington, D.C. 20020
- D. AFF must complete Standard Form 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Form, to initiate the electronic payment method.
- E. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), as amended, nothing herein contained shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for this purpose, or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

**ARTICLE X – PRIOR APPROVAL:**

Each of the activities and deliverables specified in Article III of this Agreement are subject to review by the NPS Official identified in Article VIII, or her/ his designee.

**ARTICLE XI - LIABILITY:**

AFF agrees:

- A. To 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 act or omission of AFF, its officers, employees, agents, or representatives arising out of or in

1. For the NPS:

Superintendent  
National Capital Parks-East  
National Park Service  
1900 Anacostia Drive, S.E.  
Washington, D.C. 20020  
Phone: 202-690-5185  
Fax: 202-690-1425

2. For the AFF:

Executive Director  
Alice Ferguson Foundation  
2001 Bryan Point Road  
Accokeek, Maryland 20607  
Phone: 301-292-8757  
Fax: 301-292-1070

- B. Communications. Unless otherwise specified herein, AFF will address any communications regarding this Agreement to the NPS key official identified above.
- C. Changes in Key Officials. Neither the NPS nor AFF may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE IX—AWARD AND PAYMENT:**

- A. In accordance with the attached budget, this Agreement obligates the funds after all signatories are received in an amount not to exceed Three Hundred Ninety One Thousand Dollars (\$391,000) from NPS Account Number 3552-2003-477, and Six Thousand Dollars (\$6,000) from NPS Account Number 3552-2003-MZB, for a total obligation of Three Hundred Ninety Seven Thousand Dollars (\$397,000).

any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the expiration or termination of this Agreement.

- B. To purchase public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) 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, AFF shall provide the NPS with confirmation of such insurance coverage.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by AFF, its officers, employees, agents, independent contractors, or representatives.
- D. To provide workers' compensation protection to AFF officers, employees, and representatives.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of AFF, its agents, and employees. This obligation shall survive the expiration or termination of this Agreement.

**ARTICLE XII- REPORTS AND /OR DELIVERABLES:**

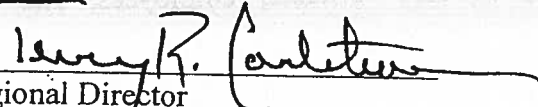
The Foundation agrees to provide the following:

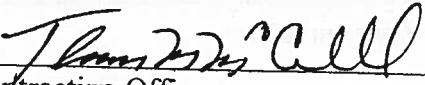
- A. Specific projects or activities for which funds are advanced will be tracked and reported by submittal of Standard Form 272, Federal Transaction Report, and quarterly submittal of Standard Form 269, Financial Status Report, as outlined in 43 CFR 12.952.
- B. AFF will provide an annual written description of work completed and underway prior to October 15 of the following year, to the key official identified in Article VIII.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access for the purpose of financial or programmatic review and examination of any books, documents, papers, and recordings that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 43 CFR Part 12, Subpart F.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this

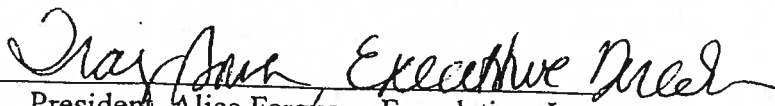
26<sup>th</sup> day of SEPTEMBER, 2003

UNITED STATES OF AMERICA

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

By   
Contracting Officer  
National Capital Region  
National Park Service  
Department of the Interior

ALICE FERGUSON FOUNDATION, INC.

By   
President, Alice Ferguson Foundation, Inc.

on behalf of Board & Directors