



Investigative Report

John A. Latschar

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This report contains information that has been redacted pursuant to 5 U.S.C. §§ 552(b)(2), (b)(6), and (b)(7)(C) of the Freedom of Information Act. Some references indicating gender were written in the masculine form to protect the identities of individuals and to facilitate the reading of the report. Supporting documentation for this report may be obtained by sending a written request to the OIG Freedom of Information Office.




United States Department of the Interior

OFFICE OF INSPECTOR GENERAL
Washington, DC 20240

SEP 25 2009

Memorandum

To: Daniel N. Wenk
Acting Director, National Park Service

From: Mary L. Kendall 
Acting Inspector General

Subject: Report of Investigation – John A. Latschar

The Office of Inspector General has concluded an investigation based upon a complaint suggesting mismanagement and unethical decision-making at Gettysburg National Military Park by Superintendent John A. Latschar. The complaint further raised concern regarding the replacement of the park's former contracted operator, Eastern National, with its current operator, Gettysburg Foundation, and potential fraud and financial mismanagement surrounding the construction of a new museum and visitor's center.

Our investigation revealed no evidence that Latschar was involved in criminal activity at the park. While the General Agreement between the park and the Foundation is a controversial partnership, our investigation uncovered no evidence of fraud in the creation or operation of the partnership. Moreover, we discovered no evidence of criminality or conflict of interest in contracting practices providing construction management services for the museum and visitor's center.

Should you need additional information concerning this matter, you may contact me at (202) 208-5745.

Attachment

RESULTS IN BRIEF

This investigation was initiated pursuant to a complaint alleging improprieties at Gettysburg National Military Park (GNMP or “the park”) in Gettysburg, PA. According to the complainant, the park’s problems are the responsibility and fault of the current superintendent, John A. Latschar, whom the complainant believes has mismanaged the park and acted unethically while operating the park. Moreover, the complainant alleged that the park’s former contracted operator, Eastern National, was unjustifiably replaced by the current operator, Gettysburg Foundation (GF or “Foundation”), which essentially enjoys a commercial monopoly over the park’s tourism business. In addition, the complainant alleged that the park’s new multimillion dollar Museum and Visitor Center (MVC), which the Foundation built and owns, is the result of financial misrepresentation and, possibly, fraud. Additional allegations were presented during the investigation by witnesses and the *National Journal*.

Our investigation revealed no evidence that Latschar was involved in criminal activity at the park. While the General Agreement between the park and the Foundation is a controversial partnership, our investigation uncovered no evidence of fraud in the creation or operation of the partnership. Moreover, we discovered no evidence of criminality or conflict of interest in the contracting of Kinsley Construction to provide construction management services for the MVC.

Our investigation also revealed that Latschar authorized repair and replacement of fencing surrounding a park pasture that his wife leases to contain her horses.

BACKGROUND

In 1994, John A. Latschar became the superintendent of Gettysburg National Military Park (GNMP or “the park”) and the Eisenhower National Historic Site. In January of the following year, Roger Kennedy, then Director of the National Park Service (NPS), gave approval for the GNMP to pursue a public-private partnership, and in April of that year, after negotiations with a developer and review by the regional solicitor, GNMP released a draft Development Concept Plan for public review. Comments from the public came in and, in April 1996, NPS released a revised Development Concept Plan. This was followed by a Request for Proposals (RFP) in December 1996 for the cooperative development of a new museum and visitor center. The RFP stated, “NPS seeks to consider proposals for the cooperative agreement from all possible sources, including for-profit not-for-profit and/or governmental entities. Because there is no federal funding for construction, only limited federal funding for the operation of the Visitor Center/Museum Facilities, and no federal funding for construction or operation of the Related Facilities, NPS will consider a variety of mechanisms and locations to make the Complex a reality.” The selected proposal was submitted by Robert Kinsley, President, Kinsley Construction (KC).

On December 21, 1999, NPS issued its Record of Decision (ROD) regarding the park’s General Management Plan (GMP) and Environmental Impact Statement, which was approved by the NPS Northeast Regional Director on November 23, 1999. The purpose of the GMP, according to the public record, was “to set forth a basic management philosophy for a park and to provide a framework for future decision making” and “to reach a decision regarding the specific resource

conditions and visitor experiences that NPS should achieve and maintain” at GNMP.

One of the four mission goals that NPS established for GNMP was that “visitors safely enjoy high quality educational experiences accessible to all segments of the population.” The ROD proposed that the private partner’s development of the new facilities would expose the public to more interpretive venues and a broader interpretive experience. The selected proposal approach “allows NPS fully to meet the requirements of [G]NMP’s legislation at the least cost to the environment, park visitors and the Federal budget.”

The ROD notes that the selected plan of action “will increase visitation and length of stay at the park, which in turn will increase per capita spending by 10% over current levels.” The document further concluded that “[t]he combination of higher per capita spending and a moderate increase in visitation means that visitors will spend an additional \$24,278,900 annually in the communities adjacent to the park, an increase of 21.5% over current spending levels.”

In June 2000, NPS signed an agreement with the Gettysburg National Battlefield Museum Foundation (Museum Foundation), which was later revised in November 2002 at the behest of the Congress, granting them the authority to raise funds required to design, build, and operate a new museum complex for the park. Terms indicated that the Museum Foundation would operate the complex on behalf of the NPS for 20 years, after which the land and the building would be donated to NPS.

In June 2000, the Museum Foundation selected Robert Wilburn, former CEO of Colonial Williamsburg & Carnegie Institute, as their president. Cooper Robertson was selected as the design architect, and LSC Design (LSC), run by Kinsley’s son Rob Kinsley, Jr., was selected to provide engineering design for the MVC.

In 2005, construction on the MVC began. In June of the following year, the Museum Foundation merged with another private organization, the Friends of the National Parks at Gettysburg, to become the Gettysburg Foundation (GF or “Foundation”).

On April 14, 2008, the Foundation announced the new MVC opening to the public, and on August 28, 2008, NPS released an all-in-one fee proposal for a public 30-day review and comment period. On October 2, 2008, following the grand opening of the Cyclorama painting to the public, the all-in-one fee structure went into effect.

On November 17, 2008, the Foundation announced that Latschar was selected to replace Wilburn as the president of the Foundation, effective March 1, 2009. During the course of this investigation and upon the advice of DOI’s Office of Ethics, Latschar turned down the position and, at the time of this report, remains the superintendent of GNMP.

DETAILS OF INVESTIGATION

This investigation was initiated on July 23, 2008, based on allegations of mismanagement and fraud on the part of John A. Latschar, Superintendent, Gettysburg National Military Park and Eisenhower National Historic Site (ENHS). In addition, complaints were levied against the

park's relationship with the Gettysburg Foundation—the park's partner in developing and operating the park's new Museum Visitor Center—and the park's relationship with Robert Kinsley, the Foundation board's chairman and owner of Kinsley Construction.

During the course of our investigation, we conducted over 45 interviews with current and former NPS employees, individuals who work for the Foundation and other park partners, as well as private citizens. We also reviewed thousands of pages of public and private documents.

Numerous allegations were presented to the OIG with additional leads developed throughout the course of the investigation. The allegations examined (and addressed in report sections identified in parentheses) during the investigation were as follows:

- Control of the park has been essentially turned over to the Foundation and KC because NPS does not maintain sufficient oversight of its partner's actions. (NPS Oversight)
- Latschar used his position to influence the decision of the Development Advisory Board (DAB). (NPS Oversight)
- The new MVC is the result of mismanagement and possible fraud, having been proposed as a facility requiring no federal funding but eventually using \$15 million in congressionally-earmarked funds. (Federal Funding and its Ramifications)
- Latschar and the Foundation are creating a commercial monopoly at the park with visitor fees. Specifically, the park's museum, which should be free to the public, is now charging an admissions fee after being proposed to the public as a free venue. (The Cost of a Visit)
- Contracts at the park are awarded without competition, mostly to KC. (Award of Contracts)
- There are conflicts of interest at the park—specifically, the Foundation's chairman contracts with the Foundation as well as the park, and Latschar's relationship with the Foundation is questionably close. (Questions of Conflict of Interest) (Latschar's Consideration of Becoming Foundation President)
- Latschar canceled Eastern National's (EN) contract without justification. (Cancellation of Eastern National Contract)
- After EN's contract was canceled, an EN employee was inappropriately hired by GF and unethically gave EN's business contacts to GF. (Eastern National Employee Hired by Foundation)
- Latschar influenced employees to donate leave to his wife while she was a park employee. (Coercion of Leave Donations)
- Latschar unjustifiably fired a pregnant EN employee. (Firing of a Pregnant Employee)
- Latschar's wife was questionably named the administrator of a deceased local woman's estate. (The Lyons Estate)
- Latschar improperly influenced/covered up the criminal investigation of a relative. (Improper Influence over Investigation of a Family Member)
- Latschar wrongly purchased hot tubs with park money. (Inappropriate Use of Park Money to Purchase Hot Tub)
- EN gave money to Latschar to use at his discretion. (Inappropriate Use of Money from Eastern National)
- EN built a fence on Latschar's property for free. (Fences and Permits)

- The park's witness trees are inappropriately being used in commercial ventures. (Commercial Use of Witness Trees)
- Latschar shrouds the park in secrecy, keeping documents from the public and creating an environment where employees are afraid to blow the whistle on management. (An Atmosphere of Secrecy and Fear?)

NPS Oversight

The case complainant and other witnesses throughout this investigation questioned the relationship between the park and its private partner, the Foundation. Specifically, they questioned if NPS maintained proper oversight and still held a representative voice in the park, considering so much of the park was focused on the new, Foundation-owned MVC.

A concern repeated in the media by critics of Latschar and the private partnership, as well as witnesses in this investigation, was whether or not the public was promised one thing and delivered another throughout the development of the MVC. Namely, the facility ended up being larger and costlier than advertised by NPS, federal funds were appropriated to the Cyclorama painting despite NPS statements that no federal dollars would be involved in the MVC, and the museum eventually became a fee-charging venue after NPS had presented it as free-of-charge.

Exhibit B to the General Agreement (GA), the Development Plan, acknowledges that review of the project by the NPS Development Advisory Board (DAB) is required prior to NPS approval of the schematic design documents. The exhibit indicates that the DAB will examine “project scope, alternatives considered, value analysis of the project, project schedule, cost per square foot, and other related information.”

The DAB consists of five NPS senior managers and five non-NPS advisors who meet on a regularly-scheduled basis to review construction projects costing over \$500,000. The purpose of the DAB is to ensure that projects are of high quality, appropriate for their setting, and cost-effective.

Although Latschar did not think at the time that he had to go through the DAB process for the MVC because it did not apply to private foundation work, then-Deputy Director Denis Galvin told him the DAB was required. Latschar said he consequently sent the MVC proposal to Denver for review by the Division of Construction Program Management (DCPM), led by its chief Michael LeBorgne, whose job was to resolve any issues prior to the meeting of the full DAB.

After reviewing the project proposal, LeBorgne and his staff, including a Program Analyst, had some concerns with the large scope of the project. Specifically, the proposed MVC was “quite a bit larger” than the typical NPS visitor center, and included restaurants, a book store, GF office spaces, and other amenities not typically included with a visitor center. The proposed size was listed as 135,000 square feet, and LeBorgne was concerned about the cost of operating and maintaining a facility of that size. He recalled that the original MVC proposal stated the MVC would be a non-admission facility; however, since the proposal said the construction of the MVC would not use NPS money, LeBorgne did not review the financial aspect of the proposal.

To address the DCPM's concerns, LeBorgne and the Program Analyst held a conference call in October 2003 with Latschar and Foundation representatives, including the project architect, Robert Kinsley, Jr. According to Latschar, the DCPM model was "crude," and its data conflicted with the data provided by the Foundation's architectural and design firm, LSC. Latschar said the teleconference turned "real sour real quick" when LeBorgne and his staff insulted the expertise of the Foundation's design team.

According to LeBorgne, his staff was professional and never insulted the MVC team. In fact, LeBorgne said some of their rebuttal arguments or propositions made sense to him, such as building the facility at the proposed size in order to collect enough fees to cover costs. LeBorgne said Latschar took umbrage at being asked if federal funding of the Cyclorama restoration required the Foundation to follow the Federal Acquisition Regulation (FAR). LeBorgne said the teleconference "went downhill very quickly," with Latschar allegedly saying LeBorgne had no authority to ask such a question, and Kinsley adding that the NPS had no authority to regulate how the Foundation hired its contractors. According to LeBorgne, at that point Latschar told him to stay out of the project and let the DAB make their ruling.

After the October teleconference, Latschar said he called NPS Director Fran Mainella and requested to meet with her while she was in Philadelphia. According to Latschar, on October 9, 2003, he and Foundation President Robert Wilburn met with Mainella, Associate Regional Director of Design and Development David Hollenberg, and Northeast Regional Director Marie Rust. At this meeting, Latschar told Mainella about the unprofessional behavior of the DCPM personnel and also explained the MVC project to Mainella, who in turn promised she would attend the DAB meeting to ensure its professional conduct.

On November 4, 2003, the full DAB met at the American Geophysical Union in Washington, D.C., with the MVC slated for review at 1:30 p.m. Latschar's MVC team gave a 10 to 15-minute presentation followed by a question and answer session by the DAB. LeBorgne and the Program Analyst said they advised the DAB of the same concerns they discussed with Latschar and his team in the teleconference weeks earlier. The project architect, Kinsley, Jr. said it was not feasible to build the MVC any smaller without charging an admissions fee to make up for the loss of income from excluded retail services. Wilburn said no one on the DAB objected to the cost or size of the project while he was present.

Despite the DCPM's concerns, the DAB approved the project. Both the Program Analyst and LeBorgne acknowledged that, while the DAB typically accepted the recommendations of the DCPM staff, it was not unheard of for the DAB to disagree and decide against the staff.

According to LeBorgne, he was misquoted in a February 27, 2009 *National Journal* article. He said that when he spoke to *National Journal*, he did not say that he and the DAB had been "rolled" by Latschar. The Program Analyst also denied having used the word "rolled" to describe what happened over the DAB decision. "We were not rolled," LeBorgne told OIG agents, adding that "[t]he board used their professional judgment" in deciding to approve the MVC project as proposed by NPS and GF. He added that the DAB was made up of capable and competent individuals and that he trusted the process. If the DAB approved a project, it was

because they thought it was the right thing to do.

In the Program Analyst's opinion, the DAB members were comfortable with the information provided to them by Latschar during the presentation in order to make an informed decision. Although the Program Analyst did not believe anything unethical was involved with the decision process, he recalled feeling that the typical open debate did not happen on this particular project, and that the approval decision was made mostly behind closed doors.

Multiple witnesses confirmed that NPS Director Fran Mainella attended this particular DAB meeting, although nobody could recall her attending more than one prior DAB meeting during her entire tenure as director. Both the Program Analyst and LeBorgne said Mainella's presence made it clear she was interested in the projects, although they could not remember her previously commenting about the MVC project.

Nobody recalled her saying anything during the meeting; however, the Program Analyst said, "It was very evident, just looking around at the board members' faces, that they were stunned that she was there."

The *National Journal* article quotes Mainella as stating that her attendance was an attempt "to better understand how the DAB process worked," not to pressure anybody, and that "[s]ome employees feel that pressure when you show up..."

Mainella did not return multiple telephone calls from the OIG agent seeking an interview.

Federal Funding and Its Ramifications

The GA between GNMP and the Foundation, as permissible under 16 U.S.C. § 1 et seq., particularly 16 U.S.C. § 6 and 16 U.S.C. § 1a-2(g), authorizes the NPS, through the Secretary of the Interior, to accept donations for the purposes of the national park system and to enter into contracts including cooperative arrangements to provide exhibits, park programs and interpretive demonstrations in national parks.

Nothing in the general agreement forbids federal funding, and although the general agreement states that "[n]o federal funding for this project is anticipated," over \$15 million in federal funds were eventually appropriated to the MVC project. Congressman John Murtha (D-PA) earmarked the money in five separate appropriation years (2002, 2003, 2004, 2005, and 2008) for the restoration and reinstallation of the Cyclorama painting.

According to Wilburn, Murtha's action was unsolicited; Murtha was interested in the MVC project and met regularly with Wilburn, periodically earmarking federal appropriations for the Cyclorama restoration. Toward the end of the restoration project, Murtha asked how much money was needed to finish the project and, after a briefing by Wilburn, indicated that the remainder of the money would be appropriated.

Wilburn said the project was controversial "from day one." He knew from his experience that the initial MVC price tag that NPS was publicly estimating was too low and that a subsequent feasibility study brought the price up to approximately \$75 million. Wilburn said he was aware

that NPS was telling the public the project would cost less than it actually would and that it would include no federal money. He said the \$75 million cost was what had been formally presented to the DAB, \$68 million of which were donated privately.

Witnesses disagreed over what sources of MVC funding were or were not disclosed in the proposal/approval process. The Program Analyst said that during the October 2003 teleconference, Latschar and his team advised that there would be no federal money; LeBorgne recalled, however, that Latschar said they intended to secure government funding in order to maintain certain exhibits such as the Cyclorama painting.

Latschar could not remember discussing funding during this conference call, adding that it was not within the purview of the Program Analyst and LeBorgne to question the funding in the first place. Latschar said that if they had brought up issues about the funding during the conference call, Latschar would not have addressed the issue. Latschar added, however, that his presentation at the DAB meeting made it clear the project would need state, federal, and private funding.

Regarding the money earmarked by Congressman Murtha, Latschar said his first conversation with Murtha's staff was in January 1995, and that he had met with Murtha and his staff numerous times between 1995 and 1999 about the project. After the GA was signed between GNMP and the Foundation, Murtha contacted Galvin and requested a briefing on the project. According to Latschar, Murtha said he doubted the Foundation would be able to fund the project by itself. Initially, Murtha wanted to appropriate \$40 million; Latschar said he declined because he wanted to see if the partnership between the park and the Foundation would work, and he believed it could be done without congressional funding. When the estimated cost of restoring the Cyclorama painting began to climb, Latschar knew they would need assistance, which later came through funds earmarked by Murtha.

According to the Program Analyst, during the DAB presentation, Latschar said they had no plans to ask for federal funds for the project; however, Latschar said he had no control over the Pennsylvania delegation. LeBorgne reiterated that Latschar said there would be no government funds involved, and all the design and construction would be done by the Foundation. Further, LeBorgne said Latschar told everyone the park would not charge admission fees.

The Cost of a Visit: Museum and Visitor Center Fees

An important example of Latschar's park mismanagement, according to the case complainant, is his charging of an entrance fee to the park museum that had previously been free to the public. The complainant alleged that the new MVC was well-funded by both the federal and state governments and, therefore, the entrance fee was unwarranted. The complainant alleged that this was one of many examples in which Latschar misled the public by promising one thing and delivering something different.

The sections of the MVC must be distinguished when discussing fees. There is no charge and has never been a charge to enter the visitor center portion of the MVC facility. The subject of much controversy, however, has been the museum portion, which began as a free venue and was

later changed to a paid admission venue. When the MVC first opened, only the Cyclorama and orientation programs charged fees. After the theater was added to the MVC, a third fee began to be collected.

The parameters for all fee collections are set in the GA of 2000, which states that the Foundation (or an NPS-approved third party) is “responsible for operations of park-based interpretive fee venues.” The GA specifically itemizes those venues as “the Cyclorama program, the orientation program, and the Gettysburg Film Theater”.

The GA delineates that while the Foundation is responsible for interpretive fee venues, NPS is responsible for non-fee venues and facilities, including “the Museum, the archives and collection storage area, the educational classrooms, and the Library/Research Center.” The GA clearly does not include the Museum in the interpretive fee program (See Attachment 4). Further, the November 2006 amendment to the GA explicitly states that the museum and its exhibits “will be free to the general public”.

On August 28, 2008, NPS publicly announced a proposal to amend the existing fee structure and begin collecting a single, “all-in-one fee” to “cover the museum exhibits, the ‘New Birth of Freedom’ film, and the restored Cyclorama Painting.” The notice proposed that the Foundation would collect the single fee because the Foundation “is responsible for operations of the museum facility.” The notice indicated that the “new ticket would allow the Foundation to lower its fees, creating a higher value for park visitors, and allowing visitors multiple opportunities to enjoy the venues during the day of their visit”.

The proposal notes that the 1999 GMP and the 2000 GA anticipated three fee-based interpretive venues: the electric map, the Cyclorama painting, and a theater film. The electric map was later eliminated because relocation and restoration was cost-prohibitive.

After the MVC opened, NPS and GF analyzed data and visitor feedback, concluding that the free “museum experience...is so good that visitors feel little need to pay for the theater experience.” They also concluded that the existing fees were higher than the public expected to pay.

The proposal reasoned that implementing a single fee structure would “[improve] the Foundation’s ability to meet its financial goals” and create a better overall experience for visitors. The document added that entrance to the park and visitor center would continue to be free, and “numerous exhibits” can still be seen free-of-charge in the theater and museum lobbies.

On October 1, 2008, after a 30-day public comment period, NPS posted a public notice that NPS and GF had “decided to charge a single admission fee for venues...including museum exhibits, the film (‘A New Birth of Freedom’), and the Cyclorama Painting.” The notice reasoned that the single fee will provide “a higher value for visitors...[allowing them] multiple opportunities to enjoy the venues during their visit,” while the majority of a visitor’s experience at the park will remain free.

The decision document summarized the 572 public comments to the proposal, noting that over half favored the new fee structure, while roughly one-third opposed it. Of particular note is that some “opposed the implementation of a fee to enter the museum on principle, expressing their

belief that the museum collections held by the NPS should be available to all citizens at no charge.”

Foundation president Robert Wilburn said he and the Foundation mistakenly believed at first that fees collected from the film and the Cyclorama would be enough to keep the museum free; however, the visitors were skipping the film because the museum was so well done. The loss of revenue was adversely affecting an organization that had to generate positive income to support operations, and the revenue was falling short of budget projections. GF Vice President Elliot Gruber said that, because of the loss of revenue, he, Wilburn, Latschar, the Chief Ranger, and a GF employee decided to implement the fee change.

Latschar told the OIG that, although the GA is the authority for allowing GF to collect revenue, he ran the fee change proposal by DOI’s Office of the Solicitor (SOL), which advised that NPS present it for public review. The Regional Solicitor confirmed that he reviewed the fee change proposal and verbally advised Latschar that GNMP had the authority to implement the fee; however, he said Latschar did not ask about the need for a public comment period or publication in the Federal Register. The Solicitor told the OIG that if the fee change would have amended the GA, it would have been prudent, but not necessary, to publish the proposal in the Federal Register.

Latschar said that, after the public review period revealed a 60 percent nationwide approval rate and a 50 percent local approval rate, the fee structure was changed. Latschar said he briefed Northeast Regional Director Dennis Reidenbach who said it was “fine,” and in the absence of Reidenbach’s veto, Latschar and the Foundation implemented the new fee.

Reidenbach told the OIG agents that, despite Latschar’s characterization that Reidenbach was merely briefed before offering a verbal approval, he had been aware of the fee change proposal throughout and had been in favor of the fee change as long as the public comments were favorable. Reidenbach said that, although Latschar had the authority as the superintendent to implement the fee, Reidenbach had gotten involved because the park was now taking a course of action that contradicted the GMP’s intent of providing a free museum to the public.

The new “all-in-one” fee structure took effect October 2, 2008. The decision document concluded that the Foundation would continue to evaluate the change, with NPS maintaining the “right to review and approve all” operational aspects of the MVC.

Any material modification to the GA requires a written and signed amendment. While the fee structure change is described in the public notice as a decision made by both the Foundation and NPS, we found no written and signed amendment changing the interpretive venue fee structure.

Award of Contracts

Our investigation examined allegations that contracts at the park were awarded without competition, ensuring that Kinsley and his companies received preferential treatment. Contractors hired directly by the private Foundation and paid with privately-raised funds or donations do not require the Foundation to follow the FAR. When contractors are hired directly by the park, it is the responsibility of the park to adhere to the FAR.

The agreement for KC to perform construction management services on the MVC project was between KC and the Foundation and, therefore, did not require adherence to the FAR. As for what oversight NPS maintained with KC's construction management contract, Latschar said he had general approval of contractors but he did not get involved in the approval of subcontractors hired by KC.

According to Latschar, the subcontractors were hired through a bidding process, which entailed the receipt of a minimum of three bids. Unlike with the federal government, bidders could be prequalified, and KC was not required to hire the lowest bidder.

In the design phase of the project, minutes were kept from all weekly meetings held at the park, which carried Latschar's approval. During the actual construction phase, Latschar held a telephone conference every two weeks with KC and the Foundation. The infrequent times Latschar was unavailable, the Chief Ranger took his place. Latschar said the Chief Ranger started off as a law enforcement and interpretive ranger, but soon he was tasked with overseeing the curation staff as well. Latschar designated the Chief Ranger as the point of contact for the Foundation's engineers, painters, and contractors involved in the restoration of the Cyclorama painting. When asked why the Chief Ranger was tasked with so much, Latschar said he "needed somebody to be the point man."

Foundation officials confirmed that KC was responsible for its own subcontractor selections on the MVC project, although Wilburn said he approved and "signed off" on every subcontractor chosen by KC.

In addition to examining Foundation contracts involving KC, OIG agents also examined park contracts involving KC to identify whether or not federal procurement regulations were followed. Agents found two park contracts involving KC—one for a roads project and the other for a water line project. According to the Administrative Officer, the roads contract was handled by the Denver Service Center (DSC). The water line contract was officially handled by GNMP, although it was technically done by the Contracting Officer at Shenandoah National Park, because the Administrative Officer's office was understaffed and could not perform the necessary contract actions at the time.

According to the Administrative Officer, both contracts were awarded as 8(a) direct awards to Puente Construction (Puente), a minority-owned business based in New Jersey. He noted that Puente, as the prime contractor, subcontracted work to KC on both contracts. He did not know anything more specific about KC's involvement, and suggested OIG agents speak with the Chief of Maintenance, GNMP, who functioned as the Contracting Officer's Technical Representative on the contract.

The Chief of Maintenance said the design phase of the waterline project took approximately 18 months—much longer than he had anticipated. He believed they were running out of time to do an open competition for bids on the work, so the park's course of action was to award the contract to an 8(a) company. The company that was selected was Puente.

Prior to Puente searching for subcontractors, the park held a pre-bid meeting where certain subcontractors that the park had previously used, including KC, were suggested to Puente. The Chief of Maintenance said no one from KC or the Foundation was present at this pre-bid meeting. Bids then came in from potential subcontractors, including KC and Stuart and Tate.

Puente selected KC as the subcontractor for the utility line construction portion of the contract. KC's job was to physically install the new waterlines, which involved working at various locations while also completing some unfinished waterline work from a 2002 contract.

Concerning the roads contract, Puente was once again awarded the contract and paired with C.S. Davidson to do the design work. Puente again subcontracted with KC on this project.

Questions of Conflict of Interest—Kinsley Construction, the Foundation, and the Park

In November 1997, when an NPS evaluation team selected KC as the developer for the new museum and visitor center at GNMP, controversy ensued. Many preservationists, Civil War buffs, and local residents were outraged at KC's plan, which they believed represented a major step in commercialization and degradation of the historically-significant battlefield landscape.

The KC proposal included building, at no cost to the government, a facility that would include a theater and retail space on a parcel of land bought and donated by Kinsley. The proposal also included establishment of a nonprofit foundation that would own the new facility until debts were paid off, in part with collected visitor fees, and then transfer ownership to NPS.

Kinsley's proposal was to build the MVC "at cost," receiving no profits and providing construction management services rather than performing the actual construction. According to Latschar, the selection of KC's "at cost" approach saved the Foundation between \$2 million and \$4.5 million. KC did, however, receive compensation for leasing equipment and supplies to companies who performed the physical construction. In addition, LSC performed design and engineering work on the MVC.

The controversy expanded when Kinsley began implementing his proposal by forming the nonprofit Gettysburg National Battlefield Museum Foundation (Museum Foundation), the predecessor to what would become the GF. Kinsley established himself as the chairman of the foundation, a role he continues to occupy today as Chairman of the GF. Kinsley has publicly stated that his motivation in developing the MVC was purely philanthropic.

Witnesses in this investigation questioned Kinsley's relationship with Latschar. According to Latschar, his relationship with the elder Kinsley began in November 1997 when Kinsley was introduced to Latschar as a proposed partner with NPS in the GA. Since then, Latschar said, their relationship has been "very good" and "essentially professional." Latschar said he has been to Kinsley's private home on several social occasions for dinner, although Kinsley has never been to Latschar's private residence.

Not only did witnesses question Kinsley's relationship with the park superintendent, they also questioned the propriety of Kinsley occupying the dual role of Foundation board chairman and

contractor hired by the same Foundation. Although the Foundation's board of directors oversees decisions such as the Foundation's selection of contractors, GF officials have indicated that Kinsley has abstained and continues to abstain from decisions that involve KC or personal benefit to himself. We could not substantiate whether or not Kinsley abstains from those kinds of board decisions.

To address potential conflicts of interest, GF created a conflict of interest policy on June 6, 2002. According to Wilburn, GF's policy was a compilation of other museum policies, from which GF essentially adopted what they found useful and applicable. When asked if Kinsley was involved in the creation of GF's policy, Wilburn said, "I don't think he was excluded from the meeting." Wilburn said that if a conflict of interest would ever arise, it would be presented to the Foundation's board for their opinion. Any conflict of interest would similarly be recorded in the Foundation's 990 tax forms.

Further addressing potential conflicts of interest, the Museum Foundation also sought a third-party legal opinion regarding their contracting with KC and LSC, as well as recommendations on how to conduct its procurement process for the new MVC. On September 3, 2004, Thompson Coburn, LLP, issued a 19-page legal opinion that was subsequently reviewed by the Museum Foundation's Audit Committee, by Museum Foundation and NPS legal counsel, as well as the Regional Solicitor. Each of the aforementioned parties agreed that NPS and the Museum Foundation could meet all requirements for avoiding conflicts of interest. Latschar briefed senior DOI officials on the results of the legal reviews.

The contracts to KC and LSC were privately awarded and privately funded. The OIG's Office of General Counsel noted that, had the contracts involved federal funds, conflict of interest laws and regulations would then have applied. Aside from those where federal funding is concerned, however, federal conflict-of-interest statutes, regulations, or rules do not prohibit the contractual arrangements between nonfederal entities.

Latschar's Consideration of Becoming Foundation President

In August 2008, Latschar was in attendance at a GF board meeting when GF President Robert Wilburn announced his plan to retire. To discuss a prospective replacement, the board held an executive session without Latschar, Wilburn, and members of Wilburn's staff present in the room. The session led to the formation of an executive search board.

In mid-October 2008, while Kinsley was visiting Gettysburg, he informed Latschar that the search committee had unanimously chosen Latschar as its top candidate to replace Wilburn as GF president. Latschar said he told Kinsley that he was uncertain if he could even consider taking the position because of his relationship with GF as the superintendent of GNMP.

According to Latschar, several days later on October 14, 2008, he sent an e-mail to the NPS northeast regional ethics contact in Boston, asking for ethics advice. The northeast regional ethics contact forwarded the information to a NPS ethics official, who then called Latschar to discuss the potential employment. Latschar said the NPS ethics official gave approval for him to accept the position, with one caveat: as the president of GF, he could take any action that

implements the current GA between GNMP and GF; however, he could not represent back to the government on GF's behalf in any matter that revised or modified the GA. In addition, the NPS ethics official informed Latschar that while he was deliberating the acceptance of the new position, he could not enter into discussions about altering the current GA.

Examination of e-mail traffic confirmed that Latschar sought initial ethics advice on October 14, 2008. On October 16, 2008, the NPS ethics official provided official ethics advice to Latschar via e-mail. On October 28, 2008, Latschar entered into a formal employment agreement with GF to accept the position of President of the Foundation.

Following the NPS ethics official's assessment, Latschar was a participant in a December 16, 2008 conference call with the NPS ethics official, DOI's Designated Agency Ethics Official Melinda Loftin, and a DOI ethics attorney. A subsequent DOI ethics opinion issued by Loftin on January 26, 2009, determined that Latschar could not perform the duties of GF president without violating post-government employment restrictions. Based on this revised ethics opinion, Latschar officially turned down the position with the Foundation on January 28, 2009.

When asked when negotiations for post-employment began, Latschar said he believed negotiations both began and ended on October 24, 2008, when Kinsley visited his office, and he accepted Kinsley's offer to become GF's new president at an annual salary of \$245,000. According to e-mail messages that were examined, however, Latschar had been discussing the possible position as early as October 14, 2008.

Latschar's consideration of the position officially ended on January 28, 2009, when he formally withdrew from his employment arrangement via an e-mail message to Kinsley.

Cancellation of Eastern National Contract

The complainant alleged that Latschar unjustifiably cancelled contracts with EN—including the contracts for the park's bookstore and tour reservation service—and gave them to The Event Network (TEN).

According to Latschar, EN was a cooperating association working with GF to provide concessions prior to being replaced by TEN. EN operated the bookstore, collected fees for the Cyclorama, electric map, and ENHS, and operated the ticketing/reservation system for park tours.

With the completion of the MVC, the park and GF analyzed the need for somebody to operate the bookstore and food services. During the bidding process, vendors submitted bids proposing how they planned to provide services in the new building.

According to the Director of Retail Operations, EN had four opportunities to bid on the contract at the new MVC. The first opportunity occurred before the Foundation publicly announced it was looking for a company to operate the bookstore.

The Director of Retail Operations said that after the first bid, the park informed EN that their

proposal was not selected because EN was not proposing to return enough money to the Foundation. He said EN's subsequent bids tried to address that issue but were also unsuccessful. He also said that, regardless of the outcome of the bid selection process, NPS treated EN fairly.

Latschar said that EN was clearly not the best choice either financially or logistically. For example, he said he wanted the bookstore and food services operator employees to wear clothes that did not identify them as employees of a company but as MVC staff members—an effort to provide a unified feel to the MVC—but EN refused. According to Latschar, EN's competitive bid was far inferior to TEN's, who was selected over Aramark and the Smithsonian as well as EN.

When EN lost the bookstore competition, Latschar said, they still operated the ticketing/reservation system. In the fall of 2007, EN moved the operation of the system off of park property to Gateway Gettysburg, a tourist area developed by local businessman Robert Monahan. Latschar believed EN wanted to move closer to Park Trek, one of EN's for-profit subsidiaries, in order to compete with GNMP and to recoup their loss of bookstore revenue. Because EN made the move without GNMP approval, Latschar terminated their contract for what he believed was breach of contract.

Eastern National Employee Hired by Foundation

According to another local businessman, the very same day that Latschar terminated EN, GF sent a letter to every business contact of EN announcing the replacement and that the reservations would be operated by GF. The businessman wondered how GF obtained the names of those contacts and later discovered that a former EN employee who holds essentially the same position now with GF, provided the information to GF and was working for GF the very next day.

During an interview, an executive from the Association of Licensed Battlefield Guides, also commented on the former EN employee going to work for the Foundation. According to the executive, the former EN employee left EN and went to work for the Foundation, bringing customers' files and credit card numbers from EN's tour reservation system. When asked how he knew the former EN employee brought the files, the executive said it was "pretty much common knowledge."

The OIG agents questioned another witness, who requested anonymity and will be hereafter referred to as Anonymous Witness 1 (AW1). AW1 opined that the former EN employee was being paid by the Foundation to bring them information from EN's databases but could not substantiate the belief. According to Latschar, all but two or three EN employees took jobs with GF following the termination of EN's contract. Latschar said that, although the former EN employee might have brought the contacts from EN, there is nothing untoward about GF now possessing those contacts. NPS initially developed those contacts and provided them to EN for their use; therefore, NPS' new partner, GF, rightfully should have the contacts.

Coercion of Leave Donations

During his interview, the complainant alleged that Ms. Latschar went on paid leave from the

park for over a year and, in order to facilitate the leave of absence, Latschar told park employees by e-mail and memorandum to donate their leave hours. The complainant said multiple NPS rangers have confirmed that information.

OIG agents spoke with three of the rangers identified by the complainant concerning this allegation. All three rangers said fundamentally the same thing—that they never felt pressured to donate leave to Ms. Latschar, and that they were never approached by Latschar in any fashion to donate leave. None of the rangers donated leave to Ms. Latschar and had not received retribution for not doing so.

Latschar denied ever asking any park employees, either in person or through an e-mail or memorandum, to donate leave to Ms. Latschar. A search of Latschar's computer hard drive revealed no such document.

Firing of a Pregnant Employee

During a telephone call with the OIG agents, the complainant alleged that a pregnant employee at the park had been unjustifiably fired by Latschar, and the complaint suggested agents speak with AW1 about this issue. When questioned about the allegation, AW1 identified the employee as a former employee of EN but not of GNMP. AW1 said this employee was unfairly fired at Latschar's demand while she was pregnant.

Latschar said he could not recall the employee, but that it would have been the EN manager's responsibility to reprimand and terminate EN employees. Moreover, according to Latschar, EN's headquarters would have been involved in any employee terminations. Latschar said he vaguely recalled the incident. Latschar recalled someone telling him about the comment on MySpace and that he spoke to the EN Manager about it. According to Latschar, the former EN employee was subsequently let go. Latschar said he would sometimes make suggestions to EN about certain employees but he could not recall making any specific recommendations in this case.

During a telephonic interview, OIG found the employee worked for EN from 2000 to 2007. The employee started out working at the ticket counter and reservation desk and eventually became the EN manager's assistant. The employee said she did not like Latschar because he thought he was infallible and smarter than everybody else.

The employee never took an official break during the workday, so she would periodically update her personal blog during work hours. Eventually, the employee was called into the EN manager's office and questioned about the blog. The employee was reprimanded and told she should not be writing her personal blog during work hours, and was then terminated from her employment with EN.

The employee said Latschar's name never came up as the reason she had gotten fired, nor did the EN manager bring up a derogatory comment she had made about Latschar on her blog. The employee admitted she should not have written those things in her blog, particularly during work hours, and that she understood why EN had fired her.

The EN manager confirmed that he had terminated the employee for writing disparaging comments in her blog about Latschar and particularly about her own employer, EN. According to the EN manager, nobody at the park, including Latschar, asked for or demanded the employee's termination; the nature of the comments warranted her removal.

The Lyons Estate

According to the complainant, a local wealthy woman named Becky Lyons owned substantial property on the park grounds but died without an heir to the property. The complainant said it was curious how Superintendent Latschar's wife was named the administrator of Lyons' estate.

Another Park employee said there was nothing unusual about Ms. Latschar becoming the executrix of Lyons' estate. According to this employee, Ms. Latschar and Lyons were good friends and, since Lyons had no other living relatives, it was not unusual that Ms. Latschar had assumed the duties of executrix.

A Park Ranger, who was a friend of Lyons and former GNMP employee, confirmed that Ms. Latschar and Lyons had been very good friends, adding that Ms. Latschar's children thought of Lyons as an aunt. At the time of Lyons' death—February 7, 2007—the Park Ranger took care of the funeral arrangements while Ms. Latschar assumed the duties of executrix, a role the ranger approved of and which he truly appreciated Ms. Latschar assuming. According to the Park Ranger, Ms. Latschar became the executrix “simply out of friendship” because Ms. Latschar and Lyons “were like sisters.” The Park Ranger said he was grateful and impressed that Ms. Latschar had taken on such a task after Lyons' death because it was a lot of work.

Improper Influence over Investigation of a Family Member

The complainant pointed the OIG investigators to Latschar's influence over an investigation of a relative at GNMP. According to the complainant, Latschar attempted to cover up the relative's theft and block the subsequent investigation, keeping it from the Federal Bureau of Investigation.

***Agent's Note:** Because the relative in question was charged as a juvenile, they were referred to in NPS law enforcement records as JUV1 and will herein be identified as JUV1.*

An examination of NPS law enforcement records revealed that in April 2002, a NPS Law Enforcement Ranger conducted an investigation of theft from an EN bookstore at GNMP. Four juveniles, including JUV1, were caught in a false refund scheme. The juveniles, three of whom worked for EN at the bookstore, assisted each other in issuing false refunds for bookstore merchandise they had not purchased.

According to the NPS Law Enforcement Ranger, JUV1 was arrested and questioned about the alleged thefts. JUV1 admitted to stealing merchandise through the false refund scheme and was cited for two offenses under 36 C.F.R. § 2.30, Misappropriation of property and services, in exchange for their cooperation in the investigation, their admission to the thefts, and payment of restitution to EN. The investigation of JUV1 was concluded after JUV1 paid \$497.99 to EN.

Latschar told the OIG agents that he was embarrassed by his relative's actions but took no role in the investigation. He denied having any influence over the investigation because of his position at the park, allowing NPS law enforcement to handle the entire investigation.

The NPS law enforcement ranger confirmed that Latschar never attempted to influence the investigation. He said he was "pretty sure" he and Latschar never even discussed the investigation, adding that he would have taken issue with any attempt by Latschar to affect the investigative process. The Ranger said that Ms. Latschar was present for one of JUV1's interviews only because she was an extended family member.

Interviews of other NPS law enforcement personnel revealed that nobody believed Latschar attempted to influence the investigation. Another ranger said he believed the investigation was conducted properly by the assigned NPS law enforcement ranger, whom he described as a "methodical" investigator.

Interviews of current and former EN regional supervisors revealed their certainty that Latschar did not attempt to influence the investigation. The former manager of the bookstore at the time of the theft was never questioned by law enforcement and did not know how the investigation was concluded, aside from restitution being made.

The NPS law enforcement ranger acknowledged that the restitution amount was probably not the exact amount that had been stolen. He said EN's inventory process was so shoddy that it was impossible to determine the loss amount, and it hampered the government's ability to prosecute the case in court. EN recovered the money they recovered only because the juveniles admitted to those amounts.

The investigation was handled internally by NPS law enforcement in coordination with the United States Attorney's Office in Harrisburg, PA. After multiple interviews and document reviews, no evidence was discovered that Latschar had influenced or attempted to influence the investigation of his relative.

Inappropriate Use of Park Money to Purchase Hot Tub

Another allegation that arose during the investigation was that Latschar utilized park money to purchase a hot tub for his personal use at his home.

When questioned, another Park employee said they had no knowledge of Latschar using park money to purchase a hot tub. This employee was aware that Latschar had owned a hot tub at one point but doubted he had used park money to purchase the hot tub, stating, "I'm sure it was his."

An electrician, GNMP, was interviewed concerning the installation of Latschar's hot tub. The electrician recalled that he performed some related electrical work while Latschar was living at the park's Rose Farm. He said that, although he did not help move the hot tub to the property, he was directed by his supervisor to make sure there was an electrical outlet at the property for the hot tub. The electrician tried to recall the time frame in which Latschar would have been living

at Rose Farm, and believed that his supervisor at the time would have been Bill Myers, his supervisor from approximately 1990 to 2000. He believed there was another chief of the maintenance division at the time.

The electrician said he checked the Rose Farm for an outlet because he “just was following orders,” although he could not remember for certain who the supervisor was who gave him the order. He added, however, that he would not have done something such as that without a direct order. He did not know if the order came from Latschar through his chain of command, but he did not recall Latschar ever having contacted him directly. The electrician characterized his relationship with Latschar as professional, not personal, and said he would not have completed the work as a favor to Latschar.

According to the electrician, he performed the hot tub-related work during official government duty hours. He added that he did not question his orders and did not even give a second thought to checking on an outlet for a hot tub.

The electrician added that he believed Latschar was responsible for personal work that needed to be done on his personal property, including the hot tub itself. He was not certain if it was the park’s responsibility to facilitate the hook up of Latschar’s hot tub, since it involved connecting personal property to park property.

A budget analyst, GNMP, was interviewed concerning this allegation. The budget analyst maintained the files for the allocations of monies at the park and was aware of what projects cost at the park since the money comes through their office, unless it was contracted out of the DSC. When asked if Latschar had ever submitted a request to purchase a hot tub with government or EN money, the budget analyst said, “Absolutely not.” The Budget Analyst explained that they would have noticed any request for a hot tub, which would have been out of the ordinary; however, the budget analyst advised that any purchase under \$3,000 would be directly handled by the specific division, meaning they might not see all the details of the actual purchase order.

During an interview with OIG agents, Latschar said he had gotten the hot tub as a gift from a relative and that it had been installed at the Rose Farm by employees of the park, although not during work hours. When he moved from the Rose Farm, Latschar gave the hot tub to the Chief of Resource Planning.

No park or EN funds were used in the purchase of the hot tub. Although interviewed park employees could not reference a specific park policy regarding who is responsible for activities such as the hot tub hook-up, they generally believed that the park was responsible for maintenance activities at park-owned houses.

Inappropriate Use of Money from Eastern National

Generalized in the original complaint was the allegation that Latschar was inappropriately utilizing park money. Specifically, the complainant alleged that EN reportedly paid “chunks” of money to the park throughout the years and that Latschar used the money at his own discretion.

Park officials confirmed the existence of donation accounts in which EN maintained money for use by the park. We questioned two officials who were directly involved with the oversight of the donation account funds.

The park's administrative officer said EN closed out their accounting books at the end of October every year, after which they sent a letter to the park notifying the park how much money was being donated based on the year's sales. He explained that donated funds were deposited into one of several accounts the park maintained specifically for receiving donations. He said that as the park wanted to use those funds, it sent a request to EN, who either sent a check or made an "in kind" contribution by sending the check directly to a vendor on behalf of the park. He explained that different accounts were used for different purposes; therefore, if the donor wanted the money to be used for a particular purpose, it would be segregated from the general fund.

The park's administrative officer further explained that GNMP accounted for these donated funds in the same way it accounted for all of its money, with the park's budget analyst maintaining the accounting system. He said "in kind" donations were tracked the same way as cash. The park's administrative officer said EN sent the park a monthly report of the donations, and the parties undertake a monthly and annual reconciliation process to ensure that each party knew and agreed how much EN had donated to the park. He added that the park sent an annual certification to EN documenting all of the donation fund transactions and their purposes, which was signed by the superintendent.

According to the budget analyst since before Latschar became the superintendent, proceeds from the bookstore's sales were placed into a donation account accessible to the park upon its request. The budget analyst said the previous superintendent required the park's various division chiefs to submit requests for funds, which would then be approved by the superintendent and submitted to EN. The budget analyst said the transactions came through their office and that he was also responsible for maintaining the documentation sent back to EN for verification that the projects had been completed and the money spent. The budget analyst said they kept track of the money, which was then reconciled with EN.

According to the park's administrative officer, NPS policy regarding donation accounts could be found in Director's Order 32 and Reference Manual 32. He said the usage of donated funds was restricted. For example, they could be used for interpretation and maintenance of the park; however, they could not be used for administrative or overhead costs. He said the park made an effort to make sure the donations were used for a purpose that fit within EN's "boundaries."

Fences and Permits

In his initial complaint to the OIG, the complainant alleged that EN paid \$7,000 to have a fence built around Latschar's property. The *National Journal* also picked up the fence allegation and, in a February 21, 2009 article, chronicled \$8,700 of fence work on four acres at Latschar's Gettysburg residence on Taneytown Road.

According to Ms. Latschar, she began renting the property in 1996 and sometime later

discovered that she was able to lease the adjacent pasture—known as the Swisher Pasture (SP)—through a park special use permit.

When she discovered that the special use permit, renewable annually, allowed her to pay “\$25 a head” to fence her horses, she was thrilled with the inexpensive price and the ability to bring her horses to her residence. According to Ms. Latschar, she inquired about the permit, and after park Deputy Director John McKenna (dec.), a “good friend,” approved the permit, she signed the associated documentation at the park’s administrative office on Biglerville Road and began boarding her horses inside the wire fence of SP.

According to park documents retrieved by a park natural resource specialist, who oversees special use permit issuance and compliance in the agricultural program, Ms. Latschar first began holding the SP permit in August 1999. Latschar confirmed that his wife held the SP permit prior to their marriage and continued to renew it following their purchase of the house in 2001.

Two fences stand on the Taneytown Road property—a white, wooden fence that belongs to the Latschars and surrounds portions of their private property, and a post and wire fence that surrounds the park’s SP. Ms. Latschar said the wire fence had already been on the property when she first began renting; however, it was in disrepair and did not contain any animals.

An examination of park documents revealed that two maintenance actions were performed on portions of SP wire fencing. One action was performed in March 2002 and one in December 2008.

The 2002 action was procured through an EN purchase order to replace 1,126 feet of wire fencing at SP. According to the purchase order signed by Latschar, the justification was to “[r]eplace deteriorated fencing around the Swisher pasture to prevent livestock from getting out in the vicinity of Sedgewick equestrian monument” and to “insure [sic] the continued protection of the resource.” The order also noted that the fence replacement will “aid and promote the historical, educational, scientific, conservation and interpretive activities” of NPS.

The work was completed by A.L. Fence Co. of Biglerville, PA, at a cost of \$4,800 and funded through EN donation account #8341-Z-138G E. The fence was technically donated by EN to GNMP, consistent with EN’s operation of donation accounts at other parks, according to EN personnel interviewed by the OIG. Latschar noted at the bottom of the purchase order that “[t]he park gratefully acknowledges this donation from Eastern National.”

The 2008 action was procured through park requisition number R4400090017 to “Repair Horse Pasture Fence” at SP. The award was 100 percent set aside for small business and was competitively bid and won by A.L. Fence. The park paid A.L. Fence \$3,910 for the installation of 505 feet of wire fencing. This contract action was funded by GNMP, not through an EN donation account.

Although the SP permit states the permit holder is responsible for maintenance of wire fencing, the administrative officer distinguished between maintenance and major repairs. He said the permit holder was responsible for “day-to-day” maintenance such as tamping a loose pole;

however, the park was responsible for large-scale repairs such as replacing major sections.

The park's administrative officer said the park's maintenance division spends between approximately \$19,000 and \$28,000 every year in repairing fencing throughout the park and, therefore, stockpiles fencing materials for repair and replacement. He added that fences in disrepair that permit livestock to escape their pasture and roam around are a high priority at GNMP and must be quickly repaired.

As for Latschar's understanding of fence repairs, he said he believed the special use permit requires him to maintain the SP land while NPS is required to maintain the fence surrounding it. He said the white, wooden fence that surrounds his house is his own fence, and he is responsible for its maintenance, including costs.

Ms. Latschar admitted she was unfamiliar with permit's terms for fence maintenance but believed she was responsible for minor repairs while the park was responsible for replacement. She also believed from talking with GNMP personnel that the wire fence would eventually be replaced, although she could not recall specifically who gave her that information.

A park resource specialist said maintaining wire fencing is a recurring issue in the agricultural program, because although fencing is necessary to keep cattle, it is difficult to hold anyone responsible for maintaining the fencing. He said responsibility varied depending on fencing type, with the park being responsible for historic fencing.

Page 4 of the SP permit states the following:

“Whenever practical, all fencing will be established along historic lines and all non-historic fencing removed when possible. The park will provide labor and materials when relocating or rehabilitating historic fences for the park's benefit. Once a historic fence has been constructed, the park will provide materials and the permittee labor for maintaining the fence. The permittee will provide materials and labor for the maintenance of existing wire fence and corrals. No fences will be removed or altered without the approval of the Superintendent.”

He said a distinction must be made between repairing a section of wire fence and completely rebuilding an unusable fence. He did not think it would be possible to require farmers to completely rebuild a new wire fence; historically, the park bought materials and either encouraged or helped the farmers to repair wire fencing.

Both a park resource specialist and the chief of maintenance were aware that the SP fencing had been repaired. While the park resource specialist recalled hearing that horses were getting their feet stuck in the fence, the chief of maintenance actually witnessed the effects of a horse accident at SP. He said that in October 2008, one of the horses at SP got tangled in the fence, tore down a large section, and injured itself badly enough to require euthanasia. The chief of maintenance said the remaining side of the fence that was not replaced in 2002 was the downed section.

Ms. Latschar confirmed that in October 2008, one of her horses, still a foal, got caught in the wire fence and broke its hip, requiring her to euthanize the horse. Ms. Latschar said the park replaced the fence in December 2008, even though she believed that the park already had plans at the time of the accident to replace the fence.

The chief of maintenance said that after the accident occurred, Superintendent Latschar called him about the problem. He said he then prepared and signed an October 31, 2008 requisition to replace the fencing at SP. He said the park initially got a quote from Taylor's Livestock Fencing; however, A.L. Fencing later gave the park a better quote and won the contract award.

Regarding the responsibility for fence maintenance, the chief of maintenance said he had never read the terms of the SP permit but did not think the kind of damage to the fence could be considered maintenance. He opined that replacing a few rails of wooden fencing or re-stringing the top wire of wire fencing could be considered maintenance, but it would be difficult to require a permit-holder to undertake such a large project. He said the amount of damage done to the fence required its replacement.

The chief of maintenance said they had similar fence problems at the Rose Farm and at Culp's Hill where cattle were getting loose, and those fences were rebuilt. He opined that it was a dangerous situation when animals could get out into the park or local community. He cited an example of some improperly installed split rail fencing that cattle knocked down and got loose. He recalled the park got a call from one of the Gettysburg schools about the cattle being loose. The park contacted the farmer who retrieved the cattle and returned them to the pasture. The chief of maintenance said the farmer restacked the fence but the cattle knocked it over again the next night. He said park maintenance personnel rebuilt the fence correctly.

As for the 2002 fence repair, the chief of maintenance said he had heard about it while he was working in the maintenance division, recalling that three sides of the fence were in very bad condition, allowing horses to get loose and wander over to the Sedgwick Memorial. He did not know who actually called the maintenance division about the repair but said it could have been either Mr. or Mrs. Latschar.

The chief of maintenance said he was not actually involved in the repair, adding that everything was handled by the chief of maintenance at the time. He opined that former Chief of Maintenance would not have spent money to repair the fence unless it was necessary, because, at the time, the maintenance division spent money only on necessary items. He said that the repairs to the fence were made without regard to who was living next to the Swisher Pasture; the fence would have been replaced even if it was not part of the Latschars' property.

Ms. Latschar said she did not know if the park's superintendent, now her husband, was involved in the approval process for the permit itself or repairs to the fence. She said the permit, during the entire time she has held it, has remained essentially unchanged except for maybe an increase in price per head. Although she did not compare her permit with other permit holders who also boarded horses or other livestock, she believed through conversations with them that her permit was standard and consistent with theirs.

Review of the Agricultural Special Use Permits 2008 Fee Statements report disclosed Ms. Latschar paid the same rate as the other individuals with Special Use Permits for keeping livestock on NPS property. The rate was \$25 per animal per year.

According to Latschar, NPS re-built the fence surrounding the rented acreage, because it was in disrepair and could not contain Latschar's horses. While Latschar said EN had nothing to do with the post and wire fence surrounding the acreage, investigation revealed that EN had funded its repair via the donation account they maintained with GNMP. EN did not, however, provide any of the labor since A.L. Fence completed the actual construction.

Commercial Use of Witness Trees

The complainant alleged that Latschar was allowing fallen witness trees—those that were standing during the battle of Gettysburg and had “witnessed” it—to be utilized in commercial ventures. The complainant specifically wondered how a person is given the sole license to produce items from historic trees in a national park that belongs to the American people.

Latschar recalled a recent incident in which a witness tree had died and fallen on park property. Latschar said he had the tree cut up and donated to the Friends of the Park, which later became part of GF. Latschar said he is responsible for making decisions on how to maintain the park and, in this case, it is permissible to donate the trees to the Foundation; what the Foundation did with the trees after receiving them was not the park's responsibility.

Latschar cited a similar situation with bricks removed from the historic David Wills House—where Lincoln drafted the Gettysburg Address—during its recent renovation, pieces of which are currently being sold by the Foundation at the Wills House and at the MVC bookstore. Latschar said the disposition of the bricks was not a concern of his. He added that the construction company was responsible for removing and disposing of the bricks, and anyone could have requested the bricks from the construction company after they were removed from the house. Latschar said that when the same construction company had notified him about tearing down the stairwell in the house, he decided that the stairwell was significant enough to keep. When Latschar was asked who made the decision as to what objects were of historical value, he said he had made the final decisions.

An Atmosphere of Secrecy and Fear?

In an early interview with the OIG, the complainant claimed that Latschar kept the park “shrouded in secrecy” and created an atmosphere where employees were afraid to speak for fear of reprisal by Latschar. The complainant even warned OIG agents that they needed to guarantee anonymity to his sources, otherwise they would not speak about what they knew regarding Latschar and the park.

During our investigation, the park staff generally complied with document requests in an efficient manner, with only a few exceptions. Further, witnesses who were characterized by the complainant as being afraid to speak to the OIG agents on park grounds were unhesitatingly

willing to be interviewed while at work, citing no such fear.

SUBJECT(S)

John A. Latschar

DISPOSITION

No further investigative activity is anticipated. This Report of Investigation will be forwarded to the National Park Service.