

**Agreement among the
NATIONAL PARK SERVICE
and the
LIBRARY OF CONGRESS
and the
AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS**

I. BACKGROUND

This Tripartite Agreement ("Agreement") is among the National Park Service (hereinafter referred to as the Park Service), the Library of Congress (hereinafter referred to as the Library), and the American Society of Landscape Architects (hereinafter referred to as the Society).

II. PURPOSE

The purpose of this Agreement is to establish a general framework of cooperation among the Park Service, the Library, and the Society to document historic American landscapes through the Historic American Landscapes Survey (HALS).

This Agreement will provide a foundation for the Park Service, the Library, and the Society to work together on issues of common interest and upon which the Park Service, the Library, and the Society can jointly plan and carry out mutually beneficial programs, projects, and activities.

III. AUTHORITIES

The Park Service is authorized to enter this Agreement under the Historic Sites Act of 1935 (49 Stat. 666; 16 U.S.C. § 461 *et seq.*).

The Library is authorized to enter this Agreement with a specified role for the Library in the HABS and HAER under the National Historic Preservation Act Amendments of 1980 (94 Stat. 2987; 16 U.S.C. § 470a (a)(7)(B)).

IV. STATEMENT OF MUTUAL INTEREST AND BENEFITS

WHEREAS, the mission of the National Park Service is to preserve unimpaired, the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The National Park Service cooperates with partners to extend the benefits of natural and cultural resources conservation and outdoor recreation throughout this country and the world.

WHEREAS, the mission of the Library of Congress is to make its resources available and useful to the Congress and the American people and to sustain and preserve a universal collection of knowledge and creativity for future generations.

WHEREAS, the purpose of the American Society of Landscape Architects is to advance the knowledge, education, and skill in the art and science of Landscape Architecture as an instrument of service in the public welfare.

WHEREAS, the Park Service and the Library have cooperated with interested American organizations to capture and preserve a documentary record of historic American sites, beginning in the 1930s with the Historic American Buildings Survey ("HABS") which documents historic structures, and expanding in the 1960s with the Historic American Engineering Record ("HAER") which documents sites of engineering and industrial significance;

WHEREAS, there is no similar independent comprehensive program to document and preserve a record of American landscapes and to make such information available to landscape professionals, students, researchers, and the public;

WHEREAS, the Park Service, the Library, and the Society have responsibilities and interests in the documentation of historic American landscapes, and agree that it is to their mutual benefit to work cooperatively to coordinate work in this area;

WHEREAS, the participating parties agree that a number of facts have become apparent:

1. There is a vital need for a program to coordinate work of this nature and make it available to the public for research.
2. The Historic American Buildings Survey and the Historic American Engineering Record have included landscape documentation in their surveys, but not comprehensively. The HABS and HAER programs were originally established to document historic structures of architectural, engineering and industrial significance, not specifically landscapes.
3. The unique nature and growing understanding of the significance of historic landscapes justifies independent documentation.
4. An educational opportunity exists to disseminate accurate and comprehensive information about historic landscapes, to inform the public, and assist professionals in making informed management decisions.
5. An opportunity exists to educate and train students, thereby developing future professionals in historic landscape documentation and preservation.

NOW, THEREFORE, in consideration of the above, and consistent with available resources and plans of the parties, the parties agree to work together to support the Historic American Landscapes Survey as follows:

V. THE NATIONAL PARK SERVICE AGREES TO:

1. Administer the planning and operation of HALS using such funds as may be appropriated by the Congress and such gifts and matching funds as may be obtained from other sources;
2. Participate in the selection and approval of landscapes for documentation; direct the process of making the records; edit, catalog and publish the records as appropriate;
3. Standardize formats for recording with measured drawings, written history and large-format photography, similar to the existing formats of the Historic American Buildings Survey and Historic American Engineering Record;
4. Investigate new techniques, specific to landscape recording, for potential incorporation into the standard documentation format;
5. Develop and maintain guidelines for recording landscapes consistent with the Secretary of the Interior's Standards for Archaeology and Historic Preservation;
6. Ensure that all materials proposed for transmittal to the Library meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation, Library of Congress standards, and the associated landscape recording guidelines; and
7. Act as recipient of all HALS documentation, review all documents for format and standards, ensure that all HALS documentation accepted for inclusion in the Library is free from any copyright or other restriction that would limit the Library's ability to disseminate the material, and ultimately transmit the HALS documents to the Library of Congress.

VI. THE LIBRARY OF CONGRESS AGREES TO:

1. Accept HALS documents for inclusion in the collections of the Library, permanently preserve the documents, and make the documents readily available and accessible to the public for study in print, microform, or electronic media, as appropriate. HALS documents will become the property of the United States and will remain a part of the permanent collection of the Library until deemed inactive by the Park Service and Library, at which time the HALS documents will be transferred to the National Archives and Records Administration.
2. Furnish reproductions of material deposited in the library to institutions or individuals, at the published rates of the Library's duplication service, or through other arrangements; and
3. Make readily available, by loan to the National Park Service, all materials required for examination, revisions, or copying.

VII. THE AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS AGREES TO:

1. Develop and maintain a list of historic American landscapes, together with the necessary information to indicate the worth of such sites and the necessity for recording. It shall be the Society's duty to keep up to date and furnish individuals and organizations proposing contributions with the necessary information requisite for a coordinated plan of work.
2. Participate in the selection and approval of landscapes for documentation;
3. Consult with the ASLA HPPN Historic Preservation Professional Practice Network for advice on identification, selection, and process related to the documentation of historic American landscapes;
4. Work with the ASLA HPPPN Historic American Landscapes subcommittee through the participation of the ASLA Executive Vice-President or Designee, and the ASLA Managing Director of Information and Professional Practice or Designee;
5. Invite the Secretary of the Interior and the Librarian of Congress to designate ex-officio members to the ASLA HPPPN Historic American Landscapes subcommittee; and
6. Seek funds for the permanent establishment of an endowment for the Historic American Landscapes Survey.

VIII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND AMONG THE PARTIES THAT:

1. This Agreement is neither a fiscal nor a funds obligation document. Any reimbursement or contribution of funds among the parties of this Agreement will be handled in accordance with applicable laws, regulations and procedures and will be outlined in separate agreements that shall be made in writing by representatives of the parties and independently authorized by appropriate statutory authority. Specifically, this Agreement does not establish authority for noncompetitive award to the Society of any contract or other agreement. Any contract or agreement for training or other service must fully comply with all applicable requirements for competition.
2. Nothing in this Agreement shall obligate the Park Service, the Library, or the Society to expend funds, or enter into any contract or other obligations.
3. This Agreement does not constitute a partnership or joint venture among the parties, and does not give any party the right to obligate or bind another party in any manner.
4. This Agreement in no way restricts the Park Service or Library from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
5. No Member of, delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

6. The Society will not publicize or otherwise circulate promotional material (such as but not limited to advertisements, brochures, press releases, speeches, film, photographs, articles, manuscripts or other publications) which states or implies that the Park Service or Library endorse the Society or its position without the prior approval of said agency or agencies. Each party must obtain the prior, written approval of the other parties prior to using the other parties' names, logos, trademarks, or tradenames for publicity or promotion of activities contemplated by this Agreement. Once approved, similar uses in the same context and format will not require additional approval.
7. No money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other service, 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; however, this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
8. Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District of Columbia establishing, affecting, or relating to the Agreement.
9. This Agreement may be executed in counterparts. Signatures on separate originals will constitute and be of the same effect as signatures on the original. Electronic and faxed signatures will constitute original signatures.
10. This Agreement may be modified or amended as necessary upon written consent of all parties. If any party fails to observe any of the terms and conditions of this Agreement, the other parties may terminate this Agreement for default without any legal process, whatsoever by giving thirty (30) days written notice of termination, effective at the end of the thirty (30) day period. The Park Service and the Library may terminate this Agreement for the convenience of the government, at any time, when it is determined to be in the best interest of the public to do so. The affected parties shall be notified in writing within 5 working days following the termination.
11. This Agreement is effective on the date of the last signature below and will continue in effect for each party unless modified or terminated as provided herein. The parties will review this Agreement annually.
12. All notices or communications pursuant to this Agreement will be directed to the principal contacts for each party, as identified below. The parties will inform each other of any change in principal contact.

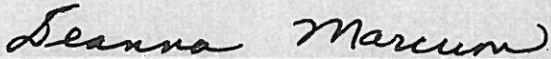
If to the Park Service:	Paul D. Dolinsky, Chief, HALS National Park Service 1849 C Street, N.W. NC 300 Washington, D.C. 20240 (202) 208-7625
If to the Library:	Helena Zinkham, Acting Chief Prints and Photographs Division Library of Congress 101 Independence Ave., S.E. Washington, D.C. 20540-4731 (202) 707-8695
If to the Society:	Susan Cahill, Managing Director Information and Professional Practice 636 Eye Street, N.W. Washington, D.C. 20001-3736 (202) 898-2444

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.



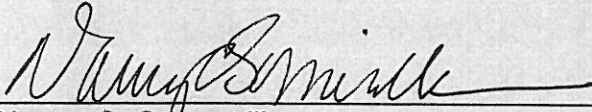
Jonathan Jarvis
Director, National Park Service

9/9/2010
Date



Deanna Marcum
Associate Librarian, Library of Congress

9/13/10
Date



Nancy C. Somerville
Executive Vice President

9.9.2010
Date