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1-9-01

**MEMORANDUM OF UNDERSTANDING**

**between the**

**NATIONAL PARK SERVICE**

**and the**

**LIBRARY OF CONGRESS**

**and the**

**AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS**

**I. BACKGROUND**

This Memorandum of Understanding (MOU) is between 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 Landscapes Architects (hereinafter referred to as the ASLA).

**II. PURPOSE**

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

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

**III. AUTHORITIES**

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

#### **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 architectural, 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 ASLA 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 premises, and consistent with available resources and plans of the parties, the parties agree to work together to further the purpose of the Historic American Landscapes Survey as follows:

**V. THE NATIONAL PARK SERVICE WILL:**

1. Administer the planning and operation of HALS using such funds as may be appropriated by the Congress and such donations as may be received from the American Society of Landscape Architects and other sources.
2. Select and approve landscapes for documentation, direct the process of making the records, edit, catalog and publish them 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 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 deposition 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 to be developed.
7. Act as recipient of all HALS documentation, review all documents for format, standards, and ultimately deposit them with the Library of Congress. Ensure that all HALS documentation accepted for deposit in the Library is free from any copyright or other restriction that would unduly limit the Library's ability to provide access to the material.
8. Work with the National Archives and Records Administration (NARA) and the Library to develop and implement appropriate federal records retention schedules for HALS records.

**VI. THE LIBRARY OF CONGRESS WILL:**

1. Accept HALS documents for deposit in the collections of the Library of Congress, permanently preserve the documents and make them readily available for study in print, microform, or electronic media, as appropriate. HALS documents are the property of the United States, and will be accessible to the public free of copyright or other restrictions, *per 27, above www/loc/cc 1/11/07.*
2. Furnish reproductions of material deposited in the library to institutions or individuals, at the published rates of the Library's Photo-duplication Service,
3. Make readily available to the National Park Service all materials when required for examination, revisions, or copying.

**VII. THE AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS  
WILL:**

1. Develop and maintain a list of historic American landscapes, together with the necessary information to indicate the significance of such sites and the necessity for recording. It will also keep up to date with the NPS on activities of the HALS program and furnish interested individuals and organizations with the necessary information concerning the HALS program.
2. Participate in the selection of historic American landscapes for HALS documentation.
3. Consult with the ASLA Historic Preservation Professional Interest Group (HP-PIG) for advice on identification, selection, and process related to the documentation of historic American landscapes.
4. Work with the ASLA HP-PIG Historic American Landscapes subcommittee through the participation of the ASLA Executive Vice-President or Designee, the Executive Director of the Landscape Architecture Foundation or Designee, the ASLA Director of Information or Designee.
5. Invite the Secretary of the Interior and the Librarian of Congress to designate ex-officio members to the ASLA HP-PIG Historic American Landscapes subcommittee.

**VIII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND  
BETWEEN THE SAID PARTIES THAT:**

1. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this MOU does not establish authority for noncompetitive award to ASLA 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 MOU shall obligate the Park Service, the Library, or the ASLA to expend funds, or enter into any contract or other obligations.
3. This Agreement does not constitute a partnership nor joint venture among the parties, and does not give any party the right to obligate or bind another party in any manner.
4. This MOU 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 Congress shall be admitted to any share or part of this MOU or to any benefit to arise therefrom. 41 U.S.C. 22.
6. All activities pursuant to this MOU shall be in compliance with the provision of Exec. Order No. 11246 as amended by Exec. Order No. 11375 and supplemented by 41 CFR part 60, the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d et seq); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disability, age, religion or sex.
7. ASLA 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 ASLA or its position.
8. 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; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of

Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. PENALTY: 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 (18 § U.S.C. 1913).

9. 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 MOU.
10. This MOU 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 MOU, the other parties may terminate this MOU 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 or any other participating agency may terminate this MOU 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 MOU will remain in force for a period of five years from the date of its execution.
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: Blaine Cliver  
Chief, HABS/HAER  
National Park Service  
1849 C Street, N.W.  
NC 300  
Washington, D.C. 20240  
(202) 208-7625

If to the Library: Ford Peatross  
Prints and Photographs Division  
Library of Congress  
101 Independence Ave., S.E.  
Washington, D.C. 20540-4731  
(202) 707-8695

If to the ASLA: Nancy Somerville, Executive Director  
American Society of Landscape Architects  
636 Eye Street, N.W.  
Washington, D.C. 20001-3736  
(202) 898-2444




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

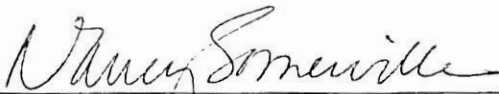
  
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Robert G. Stanton  
Director  
National Park Service

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Date

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1/11/01

  
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Winston Tabb  
Associate Librarian for Library Services  
Library of Congress

1/11/01  
Date

  
\_\_\_\_\_  
Nancy Somerville  
Executive Vice President  
American Society of Landscape Architects

1/19/01  
Date

  
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Leonard J. Hopper  
President  
American Society of Landscape Architects

1/17/01  
Date