

**MEMORANDUM OF AGREEMENT
AMONG THE DEPARTMENT OF VETERANS AFFAIRS AND
THE MARYLAND STATE HISTORIC PRESERVATION OFFICE
REGARDING FILMING AT THE PERRY POINT MANSION
CECIL COUNTY, MARYLAND**

WHEREAS, the Department of Veterans Affairs (VA) has determined that the proposed production of a commercial film at the Perry Point Mansion, located at the VA Perry Point Medical Center in Cecil County, Maryland, is an undertaking pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) (NHPA) and its implementing regulations, "Protection of Historic Properties" (36 C.F.R. 800); and

WHEREAS, the Perry Point Mansion (CE-146) is listed on the National Register of Historic Places; and

WHEREAS, the VA has consulted with the Maryland State Historic Preservation Officer (MD SHPO) pursuant to Section 106 and its implementing regulations; and

WHEREAS, the VA and the MD SHPO agree that the filming could result in adverse effects to the historic property if not carefully implemented and monitored; and

WHEREAS, the VA and MD SHPO developed and agreed to a list of *Special Conditions for Filming at the Perry Point Mansion* (Appendix A) in order to ensure protection of the Perry Point Mansion and avoid of adverse effects to the historic property;

WHEREAS, the Advisory Council on Historic Preservation (Council) has declined to participate in the Section 106 consultation for this undertaking;

NOW, THEREFORE, the VA and the MD SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The VA shall ensure that the following stipulations are implemented:

A. Treatment of the Perry Point Mansion (CE-146)

- 1) The VA will ensure that the production company follows the terms, conditions and stipulations detailed in the legally binding agreement signed by the VA and the production company, including the *Special Conditions for Filming at the Perry Point Mansion* (Appendix A).

- 2) Staff from the VA's historic preservation program shall be present during relevant filming to ensure the appropriate protection of historic properties and adherence to the *Special Conditions*.
- 3) The VA will ensure that any damage to the Mansion caused by the production company will be promptly and accurately repaired following the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 CFR 68) and paid for by the production company.
- 4) The VA will consult with the MD SHPO for professional advice on the appropriate treatment of historic properties, as needed throughout the film production.
- 5) Entering into this Memorandum of Agreement (MOA) and allowing the production company to use the Perry Point Mansion does not signify endorsement of the film by either signatory party to this MOA.

B. Dispute Resolution

Should any party to this MOA or member of the public object within thirty-days to any actions proposed or carried out pursuant to this agreement, the VA shall consult with the objecting party to resolve the objection. The VA shall notify the MD SHPO of any objection. If the VA determines that the objection cannot be resolved, the VA shall forward all documentation relevant to the dispute to the Council. Within thirty-days after receipt of all pertinent documentation, the Council will either:

- 1) Provide the VA with recommendations, which the VA will take into account in reaching a final decision regarding the dispute; or
- 2) Notify the VA that it will comment pursuant to 36 CFR Part 800.7(c), and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the VA in accordance with 36 CFR Part 800.7(c)(4) with reference to the subject of the dispute.
- 3) Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; the VA's responsibility to carry out all actions under this MOA that are not subject of the dispute will remain unchanged.

C. Amendment

Any of the signatories may request that the MOA be amended according to 36 CFR Part 800.6(c)(7). Any amendment will be effective on the date an amended agreement is signed by all signatories. The VA will ensure a copy of any executed amended agreement is filed with the Council.

D. Termination

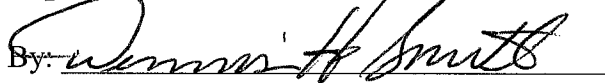
- 1) Any required signatory to this MOA may terminate it by providing a 30 day written notice to the other required signatory, provided that these parties consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, film production at the Perry Point Mansion will cease.

- 2) This MOA shall terminate upon completion of the stipulations.

Execution of this MOA, filing of the agreement with the Council pursuant to 36 CFR Part 800.6(b)(1)(iv), and implementation of its terms is evidence that the VA has taken into account the effects of the undertaking on historic properties and afforded the Council an opportunity to comment on the undertaking.

Signatories:

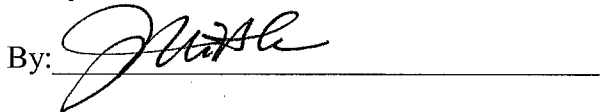
Department of Veterans Affairs

By: 

Date: 8/9/07

Dennis H. Smith, Director
VA Maryland Health Care System

Maryland State Historic Preservation Office

By: 

Date: 7-17-07

Rodney Little, Director
Maryland Historical Trust
Maryland State Historic Preservation Officer

APPENDIX A

SPECIAL CONDITIONS FOR FILMING AT THE PERRY POINT MANSION

Background:

The Perry Point Mansion House (CE-146) is a historic property that is listed in the National Register of Historic Places. The Film Company shall take particular care during all project activities at the Mansion House and on the surrounding grounds to avoid any actions that may negatively impact this significant property. Through close adherence to the special conditions listed below, the Film Company will help ensure avoidance of any adverse effects to this resource.

The term "equipment" includes, but is not limited to, associated objects, items, and necessities for lighting, sets, electrical, and film equipment. All of the following conditions are for the grounds, exteriors, and interiors of the mansion. The production crew is responsible for providing any additional materials needs to ensure the protection of the mansion's integrity (i.e., runners for carpeted areas, etc.).

Special Conditions:

1. A representative from VA's historic preservation program must be present during filming in the mansion at all times.
2. Equipment will be kept to a minimum.
3. Equipment will be kept from touching, leaning on, scratching, or damaging walls and windows.
4. Equipment cases will be placed on a layer of protection sheeting to prevent scratching floors.
5. Floor mounted equipment will have rubber tipped ends (no metal feet on wooden floors, stairs or window sills).
6. Gaff tape cannot be taped to any historic fabric such as floors or walls; blue "painters" tape is acceptable.
7. Any tall equipment will be supervised by an additional crewmember.
8. Cords and wires running along the floor will be covered with rubber cable covers.
9. No cable will be strung through open windows.
10. Equipment will not be dragged across a floor.

11. Extra care will be given when carrying equipment through doors or arches.
12. Lighting will not be set up in areas with delicate wall coverings.
13. Historic objects/fabrics will not be touched, leaned on, or moved by any crewmember.
14. Large equipment and structures will be broken down into manageable parts to ensure safe moving.
15. Runners will be used in carpeted areas; wooden floors will be covered.
16. All interiors will be propped by the production company; no VA historic furnishings will be used in filming which VA will be responsible for moving and storing during the shoot.
17. No material will be attached to interior or exterior walls unless specifically permitted by the permit agreement or the VA historic preservation program representative.
18. No material will be removed from interior or exterior walls unless specifically permitted by the permit agreement or the VA historic preservation program representative.
19. No fires, open flames, smoke machines, fogging or combustive materials unless specifically permitted by the permit agreement or the VA historic preservation program representative.
20. Smoking, drinking or eating is not allowed inside the mansion.
21. No ground disturbance, to include, but not limited to, digging, trenching, and/or staking will occur.
22. No heavy trucks or trailers will be brought onto the mansion grounds.
23. In the unforeseen event that the historic property is impacted or damaged during the project, the Film Company will work with the VA and the MD SHPO to develop and implement an appropriate treatment plan to repair and/or mitigate any damage. The Film Company will be responsible for successfully completing and funding the treatment plan.