

RESOLUTION 99-82

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL
AUTHORIZING SIGNATURE FOR COOPERATIVE
AGREEMENT FOR ANIMAL MONITORING FOR NON
SCREEN ACTORS GUILD PRODUCTIONS IN THE CITY
OF RIDGECREST**

WHEREAS, the CITY OF RIDGECREST supports the monitoring of animals in non-SAG productions on City property; and

WHEREAS, terms of this agreement are set forth in the attached Cooperative Agreement (Exhibit "A").

NOW, THEREFORE, THE RIDGECREST CITY COUNCIL RESOLVES that the City Administrator is hereby authorized to execute for and on behalf of the City of Ridgecrest, the Cooperative Agreement for Animal Monitoring for Non Screen Actors Guild Productions in the City of Ridgecrest.

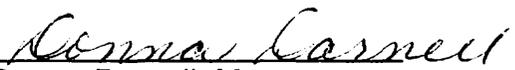
APPROVED AND ADOPTED this 6th day of October, 1999, by the following vote:

AYES: Mayor Darnell, Council Members Carter, Holloway, Morgan, and Rollins

NOES: None

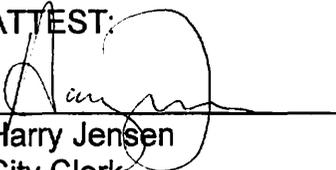
ABSTAIN: None

ABSENT: None



Donna Darnell, Mayor

ATTEST:



Harry Jensen
City Clerk

COOPERATIVE AGREEMENT

Between the

CITY OF RIDGECREST

**RIDGECREST AREA CONVENTION AND VISITORS BUREAU
RIDGECREST FILM COMMISSION**

and

RIDGECREST HUMANE SOCIETY

concerning

**ANIMAL MONITORING FOR NON SCREEN ACTORS GUILD PRODUCTIONS
IN THE CITY OF RIDGECREST**

I. PURPOSE

This Cooperative Agreement (Agreement) provides for the development of a working relationship for the coordination and cooperation between the City of Ridgecrest (City), the Ridgecrest Area Convention and Visitors Bureau (RACVB), and the Ridgecrest Humane Society (RHS) for animal monitoring of non Screen Actors Guild (SAG) productions on City property.

II. OBJECTIVE

To monitor the use of animals in non-SAG productions on City property and to ensure that animal actors do not suffer injury, discomfort, cruelty, or death during filming operations

III. RESPONSIBILITIES

A. RACVB will:

1. Receive inquiries from potential film permittees and provide general information regarding the sites, the process, time frames, and fees.
2. Notify the City and the RHS when filming activities involve animal actors.
3. Contact RHS to make arrangements for animal monitoring on City property. As much advance notice, as possible, should be given to RHS, but no less than 24 hours, to allow for scheduling. RACVB shall notify the film company of the monitoring fee and instruct the film company to pay RHS directly **in advance**.

B. RHS will:

1. Conduct animal monitoring for non-SAG productions on City property in accordance with the **American Humane Association "Guidelines For the Protection of Animals in Film and Television"**.
2. Submit a report to the RACVB detailing monitoring activities.
3. Train all animal monitors in accordance with the **American Humane Association guidelines for animal monitoring**.
4. Furnish their own vehicles and other necessary supplies in order to conduct monitoring activities during non-SAG productions on City property.

C. City will:

1. Notify the RACVB and the RHS when filming activities involve animal actors.
2. Keep RACVB and RHS employees abreast of any changes in the film permitting regulations, policies, or procedures.
3. Provide copies of the executed film permit to RACVB and RHS.

IV. ADMINISTRATION

- A. The parties to this Agreement shall meet as needed to discuss the process, procedures, and any other pertinent issues regarding animal monitoring for non-SAG productions on City property. At the initiative of any party, a meeting may be scheduled.
- B. The terms of this Agreement may be modified at any time at the initiative of any party, following at least 30 day written notice to the other parties. Any changes or amendments to this Agreement are incorporated into and made a part of this Agreement as fully and effectively as if they were set forth herein in their entirety. Such changes or amendments will be effective upon the signature of all parties.
- C. This Agreement may be terminated or cancelled in writing, at any time by any party, following at least 30 day written notice to the other parties.
- D. This Agreement is renewable upon the timely request by any party. However, the current authorization shall not exceed December 31, 2002, unless prior thereto, it is terminated or modified in accordance with the terms and conditions set forth herein or with any applicable law or regulation.
- E. This Agreement authorizes RHS monitors to monitor non-SAG productions involving animals on City property, but not to make other representations on the behalf of or for the City or the RACVB.
- F. The City will defend and support RHS monitors, if in the good faith assessment of the

RHS monitor, any member of the film crew was acting inconsistent with the parameters outlined in the **American Humane Association "Guidelines For the Protection of Animals in Film and Television"**.

G. This Agreement will become effective upon the signature of the parties.

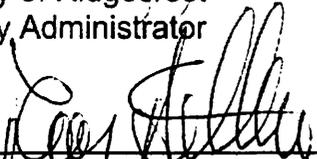
VII. AUTHORIZATION

IN WITNESS WHEREOF, the undersigned agree to the terms of this Cooperative Agreement outlining the process and responsibilities of each party in the animal monitoring of non-SAG productions on City property.



City of Ridgecrest
City Administrator

10-13-99
Date



Ridgecrest Area Convention & Visitors Bureau
Executive Director

10/13/99
Date



Ridgecrest Humane Society
Chairperson

10-13-99
Date