

Contract Number

10-210

SAP Number

## Big Bear Valley Recreation and Park District

<b>Department Contract Representative</b>	Trevor Leja
<b>Telephone Number</b>	(909) 386-8810
<b>Contractor</b>	Friends of the Big Bear Alpine Zoo
<b>Contractor Representative</b>	John Sweeney
<b>Telephone Number</b>	(909) 878-4200
<b>Contract Term</b>	02/12/2020 thru 01/01/2022
<b>Original Contract Amount</b>	\$0.00
<b>Amendment Amount</b>	\$0.00
<b>Total Contract Amount</b>	\$0.00
<b>Cost Center</b>	6200002580

IT IS HEREBY AGREED AS FOLLOWS:

MEMORANDUM OF  
UNDERSTANDING BETWEEN  
BIG BEAR VALLEY RECREATION AND PARK  
DISTRICT AND  
THE FRIENDS OF THE BIG BEAR ALPINE ZOO

This memorandum of understanding (MOU) is entered into on this 12th day of February, 2020 by and between the THE FRIENDS OF THE BIG BEAR ALPINE ZOO (Friends) and the Big Bear Valley Recreation and Park District (District) Hereinafter collectively referred to as "Parties" and individually as the "Party".

The Parties desire to support the relocation and development of the Big Bear Alpine Zoo (Zoo) and implement a program of collaborative work that inspires Connecting People to Wildlife.

This MOU sets forth potential roles and responsibilities of the Parties:

I. **DESCRIPTION OF PARTIES**

1.1 The Zoo is operated by the District with the County of San Bernardino Board of Supervisors acting as its governing Board of Directors. The Big Bear Zoo's mission is the rescue, rehabilitation, and release of injured or orphaned wildlife and to be recognized as leaders in conservation efforts and animal welfare. The Zoo and its staff seek to inspire thousands of visitors annually through its education and outreach programs and by simply telling stories within regions and habitats.

1.2 Friends is a non-profit 501(C)(3) organization with the purpose of supporting the Zoo's development and programs through fundraising and other initiatives designed to enhance the visitor experience.

## **II. RESPONSIBILITIES OF THE DISTRICT AND FRIENDS**

### **2.1 SOLE AND SHARED RESPONSIBILITY AREAS**

The District and Friends shall meet annually on or around June 1<sup>st</sup> and as needed to collaborate on defining both sole and shared responsibility areas toward the betterment of the Zoo, and its mission. The District, the Curator or the Curator's designee and the appropriate Friends' leadership and docents will meet semi-annually regarding Donor Recognition, Donor Events, Fundraising, and Special Events as set forth herein. A representative of the Friends will call and coordinate the June 1<sup>st</sup> and semi-annual meetings.

## **III. AREAS OF FOCUS**

### **3.1 ANIMAL ADOPTION**

According to the tiered Adoption procedure, Friends shall manage Animal Adoption program and shall deduct the costs of managing the adoption program prior to submitting the remaining funds to District. Such costs will include administrative time, cost of mailing, and swag items. The District, Curator and Friends will collaboratively maintain and manage the adoption prices, tiers and swag. Friends will coordinate with the Gift Shop manager or his/her appointee to receive the appropriate swag at cost for the adoption program. There shall be a quarterly accounting of adoptions, expenses and revenue, as well as an annual report of all adoptions, expenses and revenue.

### **3.2 ANIMAL HANDLING**

With Class A training as provided by District/Curator, Friends' docents may be on site, and at community events representing the Zoo and sharing the animals with the public. All animals taken from the Zoo will be accompanied by a Zoo Keeper employed by the District. The Zoo will be responsible for Class A Animal Handler assessment and retraining.

### **3.3 ANIMAL OBSERVING**

When the Curator deems appropriate, Docents may assist the Curator with observing the animals and documenting their activities.

### **3.4 BEAUTIFICATION**

Friends' docents may assist as trained, and as the Curator deems appropriate.

### **3.5 DOCENT TRAINING**

The Friends will be responsible for docent volunteer training with oversight provided by the Curator or the Curator's designee. Friends' leadership and current docents will work to keep new docents engaged and the program growing. In order to have new docents engaged as soon as possible, docent training may include two "tiers." The first tier would allow new docents to assist the Friends with administrative tasks that are not onsite at the Zoo; also, first tier docents-in-training cannot represent the Zoo at any public event. The second tier would complete the docent's training and allow the docent to represent the Zoo both onsite and at public events. All educational content will be approved by Zoo Administrative Staff. In addition, the Zoo Administrative Staff will be responsible for assessing all training and for generating discussions on training improvements. Training videos may be used as needed but will not be used as a substitution for live on-site training. Curator will work closely with Friends' to provide appropriate pre-training videos as deemed necessary. Curator or the Curator's designee shall make themselves available for on-

site training. Only those who have completed required training, which includes live on-site training, will be considered "tier two" docents and authorized to represent the Zoo in any capacity including on-site or at any public event. Per Association of Zoos and Aquariums (AZA) guidelines, the Zoo is responsible for all educators, including docents, interns, volunteers, and any education programs, formal or otherwise.

### **3.6 DONATIONS**

Any donors desiring a donation receipt must provide a check payable to the Friends, or, make an online or cash donation. Donations to the Friends' may be earmarked for the Friends' General Donation Account (Friends Operating Account), or, to the Friends' General Zoo Account, or to a Friends' restricted Zoo Account. Donations earmarked for the Zoo, but not for a specific animal, project, etc. will be placed in the Friends' General Zoo Account.

Three percent (3%) shall be deducted from all donations made to the Friends and deposited into the Friends Operating Account, to compensate the Friends for administrative expenses. The Friends shall produce a quarterly report detailing all donations received and the 3% administrative deduction.

If the Friends Operating Account exceeds a reasonable balance for operation and of administrative functions, excess funds will be placed in to the investment fund to be utilized for any purpose mutually agreed upon.

Funds in the Friends' General Zoo Account will be used for future projects and/or any requests by the District for animal needs or emergencies. These funds also may be used by the Friends for operation and administrative functions, as mutually agreed upon with the District.

### **3.7 DONOR RECOGNITION**

Upon completion of the new Zoo, Friends shall be responsible for donor recognition and maintenance of the donor wall. A collaboration team consisting of the District, the Curator or the Curator's designee and representatives of the Friends will meet semi-annually to ensure that donors are honored in a timely and appropriate manner. A representative of the Friends will call the meetings.

### **3.8 MAINTENANCE AND SUPPORT**

Friends' docents may assist at the Zoo as trained, and as the Curator deems appropriate

### **3.9 FLASHLIGHT SAFARIS/SPECIAL EVENTS**

Friends' docents may assist with flashlight safaris and special events as trained, and as the Curator deems appropriate.

### **3.10 FUNDRAISING**

The Friends will continue to be responsible for raising funds for improvements and enhancements to the Zoo. A collaboration team consisting of the District, the Curator, or the Curator's designee and the Friends representatives will meet semi-annually and decide the next projects at the Zoo which may necessitate fundraising efforts and which fundraisers are to be planned for the future. A representative of the Friends will coordinate the meetings between all Parties.

### **3.11 ANNUAL APPEALS**

The Friends shall be responsible for an annual appeal in the form of a Christmas Card or other appropriate media. The net proceeds from the Annual Appeal will be dedicated to a project as agreed upon by the Parties at the Annual Meeting.

### **3.12 GIFT ACCEPTANCE**

Friends shall develop and follow a "Gift Acceptance Policy" in collaboration with the District.

### **3.13 GIFT SHOP**

Under supervision of the District or their designee, Friends' docents may assist, as trained, to be cashiers, clerks, stock managers and provide customer service. Docents are not trained to be security guards. Docents may be subject to background checks and proper appointment per County volunteer

policy.

### **3.14 GRAZING CORRAL:**

Friends' docents may assist with food/snack sales as trained, and as the Curator deems appropriate.

### **3.15 GREETERS**

Friends' docents may welcome guests, disperse information, and give directions as trained, and as the Curator deems appropriate.

### **3.16 KIOSK**

Friends' may set up a Kiosk at the Zoo site in a mutually agreed upon location approved by the District. Friends' and docents may assist visitors with the content of the information Kiosk, as trained, and as the Curator deems appropriate.

### **3.17 KITCHEN CLEAN-UP**

Friends docents may assist with kitchen clean-up as trained, and as the Curator deems appropriate.

### **3.18 MARKETING**

District and Zoo will conduct their own marketing and advertising.

### **3.19 FRIENDS' MEMBERSHIPS**

The Friends will use their share of the membership revenue to pay for Friends' paid staff, overhead and other expenses. All overhead costs, staffing expenses, and other expenses taken from membership fees will be detailed in the annual report. District and Friends will collaboratively develop membership fees which are to be reviewed during the preparation of the annual report.

### **3.20 NEWSLETTERS**

Friends shall publish newsletters monthly (Critter Chatter) and quarterly (Paw Prints). All newsletters and other information resembling a newsletter sent to the Friends' membership shall be reviewed by the Curator or the Curator's designee. The Curator will work with the Friends' editor to assure that the Zoo's message is included in each publication and that Friends' content is consistent with the Zoo's mission.

### **3.21 MEAL PREPARATION**

Friend's docents may assist with animal collection meal preparation as trained, and as the Curator deems appropriate.

### **3.22 ONSITE AND OFFSITE SPECIAL EVENTS**

The Zoo and Friends' leadership and docents will work together on special events. The Curator will have the final say in what capacity the Zoo is represented. When any event is held at the Zoo, no matter who is holding the event, the Curator must be aware of and approve of all details.

Coordination and collaboration of these events will be vital to the success and proper messaging of the Zoo. A collaboration consisting of the District, the Curator or the Curator's designee and the appropriate Friends' leadership and docents will meet semi-annually regarding Special Events. A representative of the Friends will call and coordinate the meetings.

**Public Off-Site Events:** Friends' docents may promote the Zoo off-site with Animal Handlers, such as Eco-Tourism Day and Earth Day. NOTE: Keeper Staff will need to accompany any animals taken off-site. *When Friends desires to be part of any off-site special event programming at which docents are representing the Zoo, Friends will contact the Curator at least one week in advance of the event to ensure that the attending docents have been through branding/messaging training to ensure that dispersed information is consistent with the mission of the Zoo, and AZA guidelines/protocols. The Curator reserves the right to supply Zoo staff to any off-site event. Also, the Request for Outreach form must be completed and approved prior to the off-site event.*

**Public On-Site Events:** Docents will take the lead in promoting the Zoo at on-site events sponsored by

the Friends, subject to a prior formal approval process. A Request for On-Site Event form must be submitted and approved by the Curator. There will be an event evaluation and docent assessment. This will allow Friends to promote the zoo, while freeing up the Curator and Staff to tend to the Zoo and the animals.

NOTE: Curator, or the Curator's designee, will take the lead on non-Friends events.

### **3.23 INTERPRETING THROUGHOUT THE ZOO**

When working as an Interpreter, Friends' docents are considered to be educators, sharing the Zoo's conservation message, promoting the Zoo's mission, and educating the public about the species represented in the Zoo collection. Per AZA guidelines, the Zoo is responsible for all educators, including volunteers, and any education programs, formal or otherwise.

### **3.24 TOURS**

Friends' docents may conduct tours through the Zoo. When necessary, tour guides may be subject to assessment and retraining. The District office will continue to schedule all tours with all proceeds going directly to gate revenue. Per AZA guidelines, the Zoo is responsible for all educators, including volunteers, and any education programs, formal or otherwise.

### **3.25 ANNUAL REPORT**

Friends will work collaboratively with the Curator to publish an annual report to the Friends' membership, detailing the state of the Zoo, past and future events, docent information, distribution of funds, fundraising efforts and other pertinent information regarding Zoo and Friends activities. The annual report will become an important communication tool, detailing the Zoo's progress as well as a transparent report on how funds were raised and how these funds were distributed. Annual report shall be for the Friends' fiscal year (October 1 through September 30) and be distributed to all parties by December 31 of each calendar year.

## **IV. TERM**

This MOU shall be in force beginning on February 12, 2020 expiring on January 1, 2022 unless extended by mutual agreement. This MOU may be modified, changed or amended at any time upon mutual consent of the District and the Friends.

## **V. EARLY TERMINATION**

### ***Termination Process***

Either party, by written notice to the other party, may terminate the whole or any part of this agreement at any time and without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least 60 days before the effective date of such termination. The termination process shall begin on (i) the date designated by either party not earlier than sixty (60) days prior to the end date that such party has not elected to extend pursuant to the MOU; or (ii) sixty (60) days from the date any termination notice is delivered to the other party to terminate any or all of the services pursuant to the MOU.

## **VI. INSURANCE AND INDEMNIFICATION**

### **A. INSURANCE**

The District is an authorized self-insurance public entity for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation and warrant that through its respective program of self-insurance, the District has adequate coverage or resources to protect against liabilities arising out of its performance of the this MOU.

Friends will provide a minimum \$1,000,000 certificate of insurance naming the County of San Bernardino, Big Bear Valley Recreation and Park District, and Big Bear Alpine Zoo as additionally named insured parties

**B. INDEMNIFICATION**

Friends agrees to indemnify, defend (with counsel reasonably approved by the District) and hold harmless the District and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU for any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by District and Zoo on account of any claim except where such indemnification is prohibited by law. Friends' indemnification obligation applies to District "active" as well as "passive" negligence but does not apply to District's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

District agrees to indemnify, defend and hold harmless Friends and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU for any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Friends on account of any claim except where such indemnification is prohibited by law. District's indemnification obligation applies to Friends "active" as well as "passive" negligence but does not apply to Friends' "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event Friends and/or District is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, Friends and/or District shall indemnify the other to the extent of its comparative fault. Notwithstanding indemnification for any claim, action, losses, or damage involving a third party, District and Friends hereby waive any and all rights of subrogation recovery against each other.

**BIG BEAR VALLEY RECREATION AND PARK DISTRICT**

►   
 \_\_\_\_\_  
 Curt Hagman, Chairman, Board of Directors

**FEB 11 2020**

Dated: \_\_\_\_\_  
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF DIRECTORS

By  \_\_\_\_\_  
 Marina Mosell, Secretary  
 Deputy



**FRIENDS OF THE BIG BEAR ALPINE ZOO**

(Print or type name of corporation, company, contractor, etc.)

By ►   
 \_\_\_\_\_  
 (Authorized signature - sign in blue ink)

Name John Sweeney  
 (Print or type name of person signing contract)

Title President  
 (Print or Type)

Dated: 1/23/2020

Address 41220 Park Ave.

Big Bear Lake, CA 92315

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 ►   
 \_\_\_\_\_  
 Dawn Martin, County Counsel  
 Date 1/31/20

Reviewed for Contract Compliance  
 ► \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_

Reviewed/Approved by Department  
 ►   
 \_\_\_\_\_  
 Luther Snoke, Interim Director  
 Date 1/30/2020