THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 19-691

SAP Number

Big Bear Valley Recreation and Park District

Department Contract Representative	Steven Raughley
Telephone Number	(909) 386-8811
Contractor	County of San Bernardino
Contractor Representative	Matthew Erickson
Telephone Number	(909) 387-5423
Contract Term	30 Years
Original Contract Amount	
Amendment Amount	
Total Contract Amount	$5,500,000
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:
(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

COOPERATIVE AGREEMENT BETWEEN COUNTY OF SAN BERNARDINO AND BIG BEAR VALLEY RECREATION AND PARK DISTRICT TO PROVIDE FUNDING FOR THE BIG BEAR ALPINE ZOO

WHEREAS, Big Bear Valley Recreation and Park District ("District") provides recreation and park services and operates pursuant to the Recreation and Park District Law (Pub. Resources Code § 5780 et seq.); and

WHEREAS, the District is coordinating the construction and relocation of the Big Bear Alpine Zoo ("Zoo") and desires financial assistance to pay for such costs; and

WHEREAS, the District is authorized to enter into an agreement with the County of San Bernardino ("County") to carry out its purposes (Pub. Resources Code § 5786.11) and the County is authorized to loan its available funds to the District (Pub. Resources Code § 5788.19);

NOW, THEREFORE, the County and District mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 "County" means the County of San Bernardino, California.

A.2 "County Loan" means the advances of funds made by the County to the District to pay for the costs of construction of the Zoo.

A.3 "District" means the Big Bear Valley Recreation and Park District.

A.4 "Zoo" means Big Bear Alpine Zoo.

B. COUNTY LOAN

B.1 The County hereby agrees to advance to the District a County Loan for the purpose of construction of the Zoo. The County Loan shall be in the amount of $5,500,000.

B.2 The County Loan shall bear interest at the rate earned by the County's pooled investments as determined by the Treasurer-Tax Collector quarterly.

B.3. The term of the County Loan shall begin as of the date of this Agreement and shall continue until the full amount of the County Loan, with interest, is repaid or thirty (30) years, whichever first occurs. If any portion of the County Loan is not repaid during the term of the Loan, the County and the District can mutually agree to an extension of that portion of the County Loan not repaid or that the portion of the County Loan not repaid be forgiven.

B.4 All unused funds will be returned immediately to the County.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals
The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Agreement Amendments
Any alterations, variations, modifications, or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of the County and District.

C.3 Choice of Law
This Agreement shall be governed by and construed according to the laws of the State of California.

C.4 Duration of Terms
This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.

C.5 Legality and Severability
The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.6 Default

Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The injured party shall give written notice of default to the defaulting party and no action may be instituted against the defaulting party until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of default.

Upon receipt of written notice of default, the defaulting party must immediately commence to cure, correct, or remedy such default and shall complete such cure, correction or remedy with reasonable diligence. If the defaulting party fails to commence to cure, correct or remedy the default within thirty (30) days of receipt of the written notice of default, the injured party may exercise any rights at law or in equity to remedy the default.

C.7 Entire Agreement

This Agreement, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect.

IN WITNESS WHEREOF, the County of San Bernardino and Big Bear Valley Recreation and Park District have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

Curt Hagman, Chairman, Board of Supervisors

Dated: OCT 08 2019

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Clerk of the Board

By: _____
Deputy

BIG BEAR VALLEY RECEATION & PARK DISTRICT

Curt Hagman, Chairman, Board of Directors

Dated: OCT 08 2019

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Clerk of the Board Secretary

By: _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Dawn Martin, Deputy County Counsel		Luther Snoke, Interim Director
Date 10/1/19	Date	Date 10/1/19