

MEMORANDUM OF UNDERSTANDING
between the
BIG BEAR VALLEY RECREATION AND PARK DISTRICT
and the
FRIENDS OF THE MOONRIDGE ZOO, INC.
and the
SAN BERNARDINO NATIONAL FOREST ASSOCIATION
and the
SAN BERNARDINO NATIONAL FOREST
PACIFIC SOUTHWEST REGION
USDA FOREST SERVICE

This Memorandum of Understanding (MOU) is made and entered into between the Big Bear Valley Recreation and Park District, hereinafter known as the District; the Friends of the Moonridge Zoo (a non-profit corporation), hereinafter referred to as the Friends; the San Bernardino National Forest Association, hereinafter known as the SBNFA; and the San Bernardino National Forest, Pacific Southwest Region, USDA Forest Service, hereinafter referred to as the Forest Service.

I. PURPOSE

The purpose of this MOU is to establish a framework of cooperation between the District, Friends, SBNFA, and the Forest Service for the exploration of opportunities to relocate the Moonridge Animal Park (as a Living Forest concept) from its current location to a site on National Forest System lands in the Big Bear Valley area.

II. STATEMENT OF MUTUAL BENEFITS AND INTEREST

The District (a political subdivision of the State of California which operates under provisions of the California Public Resources Code, Division 5, Chapters 4 and 5, Sections 5780-5791) is interested in providing recreational opportunities in the San Bernardino Mountains and improving the quality of life for citizens.

The Friends are a non-profit 501(c)(3) public benefit corporation certified by the State of California. Its purpose is to assist in the safekeeping of wildlife at the Moonridge Animal Park; educate the public regarding treatment, protection, and conservation of wildlife; conduct tours of the Moonridge Animal Park; and fund-raise to accomplish the above purposes and related projects and activities.

The SBNFA is a non-profit 501(c)(3) public benefit corporation certified by the State of California. Its purpose is to improve public service and land stewardship through volunteer and partnership development and support of National Forest activities.

The Forest Service, a federal agency, administers 671,122 acres of public lands as the San Bernardino National Forest in Southern California. These lands are managed for a wide variety of uses and activities under the Multiple Use Act of 1960 (16 U.S.C. 528-531), which includes the development of recreational, interpretive, and environmental education opportunities. The Forest Service is interested in partnerships with local governments and non-profit organizations for these opportunities, which will also be environmentally sensitive and economically stimulating to local communities.

In consideration of the above premises, all parties agree as follows:

III. THE DISTRICT, FRIENDS, AND SBNFA AGREE TO:

1. Provide joint leadership, within the scope of their respective jurisdictions and purposes, for the possible relocation of the Moonridge Animal Park from its current site to National Forest System lands near the Big Bear Discovery Center, near the North Shore of Big Bear Lake in San Bernardino County.
2. Coordinate with the Forest Service, local and regional governments, and community for input and participation in the examination of this opportunity.
3. Coordinate with the Forest Service to establish appropriate agreements, permits, and contracts to authorize environmental review and, if appropriate, specific project work and operations.
4. Coordinate as needed with the Forest Service regarding the development of an appropriate long-term management structure for a possible relocated Animal Park on National Forest System lands near the Big Bear Discovery Center.
5. Agree to meet with each other and the Forest Service on a regular basis to review goals and accomplishments and participate in an annual review.

Additionally, the District and Friends agree to address specific Forest Service concerns regarding a possible zoo relocation through the development of a written Living Forest Relocation Prospectus (which will be completed prior to any future action by the Forest Service), and which will include but not be limited to the following items:

1. Demonstration of public need.
2. Rationale for use of a site near the Big Bear Discovery Center, as well as appropriate physical siting of the Living Forest using schematic or bubble diagrams and sample architectural/engineering drawings.
3. Firm evidence of secured funding to be used by the District and Friends for the development and long-term successful operation of the new facility.
4. Proposed mitigation of potential concerns discovered during the environmental review.
5. Demonstration that the primary focus of the Living Forest will be on species native to ecosystems of the San Bernardino Mountains.
6. Basic plans for the design, construction, and management of a high-quality facility, consistent with public expectation in regards to natural habitat enclosures and state-of-the-art exhibit and interpretation of native species.
7. Demonstration that the operation of the Living Forest is complimentary and synergistic to the goals, objectives, and management of the Big Bear Discovery Center, if that site were to be chosen.

IV. THE FOREST SERVICE AGREES TO:

1. Participate in discussions and planning efforts with the District, Friends, SBNFA, and others to explore Animal Park relocation opportunities of mutual interest while retaining all appropriate decision-making authority in regards to National Forest System lands.
2. Provide to the District and Friends all necessary Forest Service standards, technical advice, guidance, and review of all work for this project.
3. Facilitate opportunities to accomplish specific programs or projects through the identification, creation and execution of other appropriate agreements between the Forest Service and partners.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN SAID PARTIES THAT:

10. MODIFICATION. Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.

12. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

15. TERMINATION. Any one of the parties, in writing, may terminate their portion of this instrument in whole, or in part, at any time before the date of expiration.

23. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

26. COMPLETION DATE. This instrument is executed as of the date of last signature and, unless sooner terminated, is effective through December 31, 2005 at which time it will expire unless renewed.

28. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

George Kenline
USDA Forest Service
Big Bear Ranger Station
P.O. Box 290
Fawnskin, CA 92333
(909) 866-3437 x3207

Floyd Lewis
Big Bear Valley Recreation and Parks District
P.O. Box 2832
Big Bear Lake, CA 92315
(909) 866-0130


Lucy Camacho, President
Friends of the Moonridge Zoo
P.O. Box 120718
Big Bear Lake, CA 92315
(909) 866-4035

Kris Assel
San Bernardino National Forest Association
1824 South Commercenter Circle
San Bernardino, CA 92408
(909) 884-6634 x3070

A.W. Speyers, Task Force Coordinator
Friends of the Moonridge Zoo
P.O. Box 0127
Big Bear Lake, CA 92315 (909) 585-6779

30. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. 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. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

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



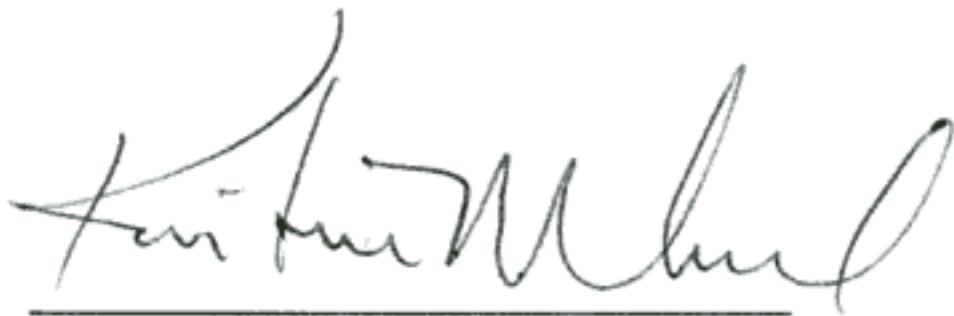
Title
Big Bear Valley Recreation and Parks District

12/13/00
Date



President
Friends of the Moonridge Zoo

12/13-00
Date



Executive Director
San Bernardino National Forest Association

12/13/00
Date



Forest Supervisor
San Bernardino National Forest

1.16.01
Date