

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



Contract Number

24-804

SAP Number

Public Works

Department Contract Representative	Jeremy Johnson, P.E., Engineering Manager
Telephone Number	(909) 387-8165
Contractor	Big Bear Airport District
Contractor Representative	Ryan Goss, General Manager
Telephone Number	(909) 585-3219
Contract Term	8/20/2024 - 7/30/2044
Original Contract Amount	Non-Financial
Amendment Amount	
Total Contract Amount	
Cost Center	6650002000 H15190
Grant Number (if applicable)	n/a

IT IS HEREBY AGREED AS FOLLOWS:

Recitals

This Common Use Agreement (CUA) is entered into by and between San Bernardino County (County), hereinafter referred to as "COUNTY" and the Big Bear Airport District, hereinafter referred to as "AIRPORT". The COUNTY and AIRPORT are sometimes referred to individually as "Party" and collectively as "Parties"; and,

WHEREAS, COUNTY has a project to construct improvements at the Blue Water Channel located on the AIRPORT premises to manage and recapture stormwater and rehabilitate the pavement on Pine View Drive (Project). This Project is currently in the design phase and construction completion is anticipated in the summer 2025. The construction work will be funded with American Rescue Plan Act (ARPA) Local Fiscal Recovery Fund revenues; and,

WHEREAS, COUNTY has established those certain areas of the AIRPORT's premises (herein after referred to as "COMMON USE") that may require maintenance on a routine basis during and after the construction of the Project; and,

WHEREAS, by this CUA, the COUNTY desires to operate and maintain areas of COMMON USE within the AIRPORT; and,

WHEREAS, COUNTY and AIRPORT agree to enter this CUA for the purpose of routine maintenance of COMMON USE areas of the AIRPORT's grounds and drainage basin, as shown in Exhibit "A", which is attached hereto and incorporated herein by this reference. Routine maintenance may also be conducted in cases of heavy rainstorms and other natural disasters as needed; and,

WHEREAS, routine maintenance includes, but is not limited to, debris removal, weed abatement, erosion control, drainage inspection/maintenance/repair of drainage/flood facilities, concrete surface repairs, preventative care; and,

WHEREAS, AIRPORT will benefit from the COUNTY's routine maintenance work performed on the AIRPORT's premises as said areas will prevent debris and water overflow during heavy rainstorms, keeping the pathway clear for airport travel.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein COUNTY and AIRPORT agree as follows:

1. AIRPORT hereby consents to COUNTY's construction, reconstruction, operation, and maintenance on the said AIRPORT premises as set out in Exhibit "A", at COUNTY'S sole expense within the area of COMMON USE; provided however, that no such use, occupancy or construction, reconstruction, operation or maintenance shall be affected by the AIRPORT, in any manner which may interfere or conflict with COUNTY's work nor shall AIRPORT's operation be affected by the COUNTY's work under this agreement. The Parties shall coordinate their operations to the greatest extent possible.
2. COUNTY shall assume sole responsibility for the operation and maintenance of the area of COMMON USE.
 - a. The initial term of the CUA shall be for twenty (20) years and shall commence on the date this agreement is approved by both Parties. The initial term shall be automatically extended for successive one (1) year extended term at the end of the initial term and each extended term unless terminated as provided below.
 - b. This CUA is effective as of date signed by both Parties and shall remain in effect for twenty (20) years ending July 30, 2044; however, the CUA may be terminated earlier without cause upon thirty (30) calendar days written notice by either Party. The COUNTY's Department of Public Works Director or his/her Deputy Director has authority to terminate this CUA on behalf of the COUNTY. The AIRPORT's General Manager has the authority to terminate this CUA on behalf of the AIRPORT.
3. AIRPORT has and reserves the right to use the COMMON USE area in any manner not in conflict with the COUNTY's needs for the proposed routine maintenance without necessity for any permit or permission from COUNTY. COUNTY shall, except in emergencies, give reasonable notice to AIRPORT before performing any work which may affect AIRPORT's facilities in said area of COMMON USE. If the COUNTY damages or destroys any of the COMMON USE, as part of its operations, COUNTY within the soonest possible time must either repair or pay the cost of the repair as well as any associated damages.
4. AIRPORT agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the AIRPORT's negligent acts or omissions which arise from AIRPORT's use of the area of COMMON USE obligations under this CUA.
5. COUNTY agrees to indemnify, defend, (with counsel approved by the DISTRICT) and hold harmless the AIRPORT and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from the COUNTY's negligent acts or omissions which arise from COUNTY's maintenance, construction and operation of the area of COMMON USE work obligations

under this CUA.

6. If the AIRPORT and/or the COUNTY is found to be comparatively at fault for any claim, action, loss, or damage resulting from their respective obligations under this CUA, the AIRPORT and/or COUNTY shall indemnify the other to the extent of its comparative fault.
7. This CUA may be altered, changed, or amended by mutual agreement of the Parties in writing, and approved by the COUNTY Board of Supervisors. The CUA shall not be assigned or transferred by either Party without the prior written approval of the other Party.
8. All notices permitted or required under this CUA shall be delivered to the respective Parties at the following addresses, or at such other address that the respective Party provides in writing:

San Bernardino County
Department of Public Works
825 E. Third Street, RM 143
San Bernardino, CA 92415-0835
Attn: Transportation Planning

Big Bear Airport District
Attn: Ryan Goss - General Manager
501 W. Valley Blvd
Big Bear City, CA 92314

9. This CUA may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same CUA. The Parties shall be entitled to sign and transmit an electronic signature of this CUA, which signature shall be binding on the Parties name contained therein. Each Party providing electronic signature agrees to promptly execute and deliver to the other Party an original signed CUA upon request.
10. The signatures of the Parties affixed to this CUA affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this CUA.
11. This CUA shall be governed by the laws of the State of California. Any action or proceeding between the Parties concerning the interpretation or enforcement of this CUA, or which arises out of or is in any way connected with this CUA shall be instituted and tried in the appropriate state court, located in the San Bernardino County, California.
12. This CUA constitutes the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes any previous agreement or understanding. No waiver of any term or condition of this CUA shall be a continuing waiver thereof.

Signatures on the following page

SAN BERNARDINO COUNTY

▶ Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 20 2024

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

By Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



Big Bear Airport District
(Print or type name of corporation, company, contractor, etc.)

By ▶ Ryan Goss
(Authorized signature - sign in blue ink)

Name RYAN GOSS
(Print or type name of person signing contract)

Title GENERAL MANAGER
(Print or Type)

Dated: August 14 2024 @ 4:55pm

Address P.O. Box 755
Big Bear City, CA 92314

FOR COUNTY USE ONLY

Approved as to Legal Form
SEE ATTACHED

▶ Aaron Gest, County Counsel

Date _____

Reviewed for Contract Compliance

▶ Andy Silao
Andy Silao, P.E.

Date 8/14/2024

Reviewed/Approved by Department

▶ Noel Castillo
Noel Castillo, Director

Date 8/15/24

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Aaron Gest*

Aaron Gest, County Counsel
Date 8/14/24

Reviewed for Contract Compliance
► _____
Andy Silao, P.E.
Date _____

Reviewed/Approved by Department
► _____
Noel Castillo, Director
Date _____

**EXHIBIT A
COMMON USE AREA**

