



Legislation Text

File #: 18-1019, **Version:** 1

Recommendation to authorize City Manager, or designee, to execute any and all documents necessary for a License Agreement with The Boeing Company, a Delaware corporation, for the short-term use of the parking lot at 2401 East Wardlow Road as overflow parking for the Long Beach Airport Festival of Flight. (District 5)

The Long Beach Airport (Airport) is celebrating its annual Festival of Flight (Festival), on Saturday, November 17, 2018, from 10:00 a.m. to 4:00 p.m. This event takes place on the airfield and provides the public with the opportunity to meet with airport tenants, fixed-base operators, pilot shops, and flying schools. This year's Festival marks the start of a yearlong celebration of the Airport's 95th Anniversary and will feature an aviation static display, numerous games and activities for kids, gourmet food trucks, refreshments, and live entertainment. It is anticipated that over 10,000 people will be in attendance.

The majority of public parking for the Festival is provided on a City-owned parking lot at the corner of Wardlow Road and Globemaster Way, immediately adjacent to the airfield. Given that the number of people attending is anticipated to be larger than past years, additional overflow parking is needed to ensure sufficient parking. In a collaborative effort with the Airport to support the Festival, The Boeing Company is willing to provide parking free of charge within its parking lot at 2401 East Wardlow Road.

To this end, negotiations between the parties have resulted in a proposed License Agreement containing the following major terms and conditions:

- Licenser: The Boeing Company, a Delaware corporation.
- Licensee: City of Long Beach, a municipal corporation.
- Licensed Premises: The non-exclusive use of the parking lot at 2401 East Wardlow Road.
- Term: The agreement shall commence on November 14, 2018 and terminate on November 18, 2018.
- License Fee: The use of the Licensed Premises shall be at no charge to the Licensee.
- Condition of Licensed Premises: Licenser shall grant use of the Licensed Premises to Licensee in its "as-is, where-is" condition and Licensee shall be responsible for performing any necessary routine maintenance prior to the event and for returning the Licensed Premises free of debris and trash at end of the term.

- Insurance and Indemnification: The Licensee shall provide Licensor evidence of public liability self-insurance and indemnify and hold harmless Licensor during the term of the agreement.

This matter was reviewed by Deputy City Attorney Richard F. Anthony on November 8, 2018 and by Budget Manager Grace Yoon on November 8, 2018.

City Council action is requested on November 13, 2018, to allow for the License Agreement to be executed by the parties prior to the date of the Festival.

There is no fiscal or local job impact associated with this recommendation.

Approve recommendation.

JESS L. ROMO, A.A.E.
DIRECTOR, LONG BEACH AIRPORT

APPROVED:

PATRICK H. WEST
CITY MANAGER