



Legislation Text

File #: 10-0616, **Version:** 1

Recommendation to authorize City Manager to execute any and all documents necessary for a Right-of-Entry Agreement and any amendments between the City of Long Beach and The Boeing Company, a Delaware corporation, for airfield access at the Long Beach Airport. (District 5)

The Boeing Company (Boeing) is owner of approximately 343 acres of property located adjacent to the northern boundary of the airfield at the Long Beach Airport. Prior to redevelopment as Douglas Park, the site served as an aircraft manufacturing. As part of Boeing's environmental remediation efforts for the site, the California Regional Water Quality Control Board, Los Angeles Region (RWQCB) required the installation of a number of groundwater monitoring wells in the vicinity, some of which are located on the airfield. In 2006, Boeing installed five monitoring wells to comply with the RWQCB's remediation program. Due to the test results of these wells, the RWQCB has requested the installation of additional wells and equipment.

In order to formalize Boeing's access to the airfield for installation and monitoring of these wells, a Right-of-Entry Agreement has been developed, containing the following major terms and provisions:

>Permitted Use: Boeing shall be allowed to conduct a groundwater monitoring and extraction program as required by RWQCB on the airfield at the Long Beach Airport in the following manner:

- o Maintain and operate five existing groundwater monitoring wells;
- o Install, maintain and operate one additional groundwater monitoring well;
- o Install, maintain and operate one groundwater extraction well;
- o Maintain and operate subsurface pipelines/utilities/related appurtenances to extract and convey water from the extraction well to a treatment system located on Boeing's property.

>Term: The term of the Agreement shall commence upon full execution and shall terminate on the date that is ninety (90) days after the RWQCB approves removal of all wells.

>Consideration: As allowed under the Airport's Rates and Fees, Boeing shall be required to pay for all services provided by Airport personnel in connection with activities associated with the Agreement.

As customary, the Agreement shall outline standard requirements for indemnification and insurance and shall require compliance with all City, state and federal rules and regulations pertaining to operations on an airfield. All activities shall be conducted without interference with the use of the airfield by staff, tenants, military or the public.

This letter was reviewed by Deputy City Attorney Richard F. Anthony on May 10, 2010, and Budget Management Officer Victoria Bell on May 14, 2010.

City Council action is requested on June 15, 2010, in order to execute the Agreement in a timely

fashion.

Funds received for reimbursement for services provided by Airport personnel shall accrue to the Airport Enterprise Fund (EF 320) at the Airport Department (AP). There is no impact to the General Fund and no impact to local jobs.

Approve recommendation.

MARIO RODRIGUEZ
DIRECTOR OF LONG BEACH AIRPORT

NAME
TITLE

APPROVED:

PATRICK H. WEST
CITY MANAGER