CITY OF SAN DIEGO

MEMORANDUM

File No.: U.S. Customs

Date: June 11, 1992

To: Honorable Mayor and Members of the City Council

From: Assistant General Services Director, via Deputy City Manager Conrad

Subject: Memorandum of Understanding - U.S. Customs Office - Brown Field Airport

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The current lease with the U.S. Customs Service for office space at Brown Field Airport provides that Customs maintain the leased premises. The Customs Service recently requested that the City assume the responsibility for maintenance of the premises and, subsequently, provided the City with a copy of the U.S. Code of Federal Regulations which states that the "airport shall provide, without cost to the Federal Government, proper office and other space for the sole use of the Federal officials working at the airport".

All general aviation flights crossing the border are required to land at Brown Field for inspection instead of landing at Lindbergh. Even though this lease is non-revenue producing, it is beneficial to the City and the other Brown Field tenants to have the Customs Office located there. For these reasons, this responsibility has been accepted by the City Airports Division.

This Memorandum of Understanding changes Paragraph 6.03 of the lease to provide that the maintenance and upkeep of the leased premises is the responsibility of the City and not the U.S. Customs Service.

Catherine N. Hofmann

CNH:CAH:DWE

pc: Deputy Director/Airports
Operations Manager, Brown Field
Buildings Division, Work Control Manager
Brown Field Leasing Agent

COPY

MEMORANDUM OF UNDERSTANDING

To Lease Agreement between City of San Diego, Lessor, and United States Government, Lessee, executed by City on September 30, 1985, which is filed in the office of the City Clerk as Document R-264162.

It is understood that Title 19, Code of Federal Regulations, Chapter 1, Subpart B does not allow Lessee to maintain the leased premises as required the lease agreement. Consequently, it is hereby agreed that "Lessee" shall be deleted and replaced with "City" wherever it appears in Paragraph 6.03 Maintenance. in said lease agreement.

It is hereby further agreed that the City's responsibility for maintaining the premises shall be contingent on the availability of budgeted funds. In the event the City does not maintain the premises as stated in Paragraph 6.03, Lessee may terminate the lease agreement by serving the City with a prior 60-day written notice.

This agreement shall be effective on May 1, 1992.

BY SIGNING BELOW LESSOR AND LESSEE HEREBY CONSENT TO THIS AGREEMENT:

CITY OF SAN DIEGO

Date: 6/8/92

By: Catherine M. Hoff

UNITED STATES GOVERNMENT

Date: April 15, 1992

By: Margaret Tittle

APPROVED as to form and legality this 3 day of June, 1992

JOHN W. WITT, City Attorney

By: _____
Deputy City Attorney