

BROWN FIELD MUNICIPAL AIRPORT
FLAT RATE MOU

Between

CITY OF SAN DIEGO,
ECONOMIC DEVELOPMENT DEPARTMENT
And

CITY OF SAN DIEGO, FIRE-RESCUE DEPARTMENT

CITY OF SAN DIEGO
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING

THIS CITY OF SAN DIEGO INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the City of San Diego Economic Development ("EDD") and the City of San Diego Fire Rescue Department ("FIRE") to be effective as of July 1, 2024, the "Effective Date"), as follows:

RECITALS

A. The City of San Diego ("City") owns the real property located at located at 1590 La Media Road, San Diego, California 92154, ("Property"), which is an asset managed and operated by EDD; and

B. FIRE has constructed and occupied a fire station at the Property pursuant to Memorandums of Agreement ("MOA") since July 1, 1999.

C. The term of the MOA has expired and FIRE desires to continue to occupy the Property. EDD desires that FIRE continue to occupy the Property and provide fire services to Brown Field Municipal Airport.

D. As a result of Federal Aviation Administration ("FAA") grant assurances, and other applicable regulations pertaining to the management and use of public airports in the National Plan of Integrated Airports Systems, EDD is required to obtain fair market value for use of the Property for all non-aeronautical uses, even if such use is by another City Department,

E. This MOU is intended to clarify the terms under which FIRE will occupy and use the Property, including the rent to be paid, the term of the use and occupancy, and the responsibilities for maintenance and compliance with the grant assurances;

F. FIRE and EDD desire to enter into this MOU for a five-year term, while both parties consider exploring the possibility of executing a mutually beneficial Aircraft Rescue and Fire Fighting (ARFF) services agreement.

NOW THEREFORE, FIRE and EDD agree as follows:

1. Premises. Pursuant to the terms of this MOU, FIRE shall have the right to use and occupy the Property, including the site improvements, hereinafter referred to as the "Premises" located at located at 1590 La Media Road, San Diego, California 92154 as described on **Exhibit A** and depicted in **Exhibit B** attached hereto.

2. Parking. FIRE shall have the right to access and use the parking lots associated with the Property.

3. Term. The term of this MOU shall be five (5) years and shall commence on the July 1, 2024, and end on June 30, 2029 ("Term"). This MOU may be terminated upon sixty (60) days prior written notice by either party, without necessity of cause.

4. Rent. On or before the first day of each month, FIRE shall pay a monthly flat rate rent for a total of Six Thousand, Seven Hundred Seventy-Seven 06/100 Dollars $(6,777.06), payable monthly for the Premises. The obligation to pay rent shall commence on the Commencement Date.

The monthly rent amounts for the following years shall be as follows:

Date	Monthly Rent
July 1, 2025	$6,777.06
July 1, 2026	$21,472.17
July 1, 2027	$22,116.34
July 1, 2028	$22,779.83

5. Accident Reports. FIRE shall immediately report to EDD any accidents causing property damage or injury to persons on the Premises or otherwise related to the allowed uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

6. Security Deposit. RESERVED.

7. Insurance. The City is self-insured and shall maintain, for the duration of the contract, insurance for FIRE separate from the EDD – Airports Fund, which shall pay for injuries to persons or damages to property as follows:

a. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

b. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

c. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

8. Uses. FIRE is authorized to use the Premises non-exclusively for employee and visitor parking and shall not use or permit the Premises to be used for any other purpose, or by any other City department or third party, except with EDD's prior written consent. Further, FIRE agrees that it will ensure that its employees, contractors, agents, and all others using, entering onto or occupying the Premises as a result of this MOU will conform to the FAA Lease and Use Provisions set forth in **Exhibit C**, attached hereto.

a. In 2022, the City Council adopted a Climate Action Plan (CAP) which calls for the elimination of all Greenhouse Gas (GHG) emissions from fossil fuel consumption in the City and aims for electricity to be generated from zero carbon sources by 2035.

b. Thereafter, the City Council adopted Council Policy 900-03, the Zero Emissions Municipal Buildings and Operations Policy (ZEMBOP) that includes certain requirements for leased facilities where the City is a landlord.

c. FIRE acknowledges and agrees that the ZEMBOP, as it may be amended from time to time, is hereby incorporated into this Lease by reference, and FIRE agrees to take any action to the extent required by ZEMBOP to achieve zero emissions as provided therein. EDD will be responsible for any capital improvement cost to the facility required by ZEMBOP to achieve zero emission.

d. Notwithstanding anything to the contrary contained herein, FIRE shall not install any new equipment or appliances which consume natural gas or other fossil fuel. Should the FIRE-maintained natural gas equipment present as of the Effective Date of this Lease require replacement, any replacement equipment installed must be electric and must not consume fossil fuels.

9 Maintenance. As and between EDD and FIRE, the maintenance of the Property and Premises will be as follows:

a. FIRE will be responsible for maintaining, in good operating condition and repair, all portions of the Premises throughout the term of this MOU. FIRE shall, to EDD's satisfaction, maintain the Premises in a decent, safe, healthy and sanitary condition at all times.

b. All applicable codes and standards of state and federal agencies shall be observed.

10. Improvements/Alterations. FIRE agrees to take the Premises in its "As-Is" condition. FIRE will not make any alterations, or construct any improvements, structures, or installations on the Premises without obtaining EDD's prior written consent. Other than FIRE, EDD will not be required to construct any other improvements, structures, or installations on the Premises in connection with this MOU.

11.. Access to the Premises. FIRE shall use gate any access road for ingress/egress to the Premises with any type of vehicle. No other road, dirt road, maybe used to access the Premises at any time.

12. Liens. If FIRE's use and occupancy of the Premises results in any lien or notice of lien being filed against the Property, FIRE, at no expense to the EDD - Airport Management Enterprise Fund, will take all steps necessary to ensure that a valid release of the lien is recorded, and or a bond, cash, or other security sufficient to pay in full all claims of all persons seeking relief under the lien is secured at no costs to the EDD - Airport Management Enterprise Fund.

13. Ownership of Improvements and Personal Property. At the MOU termination, FIRE will remove any improvements, trade fixtures, structures, installations, additions, or personal property

that EDD has determined should be removed, at no expense to the EDD - Airport Management Enterprise Fund.

14. Hazardous/Toxic Waste. FIRE will not install, store, use, generate, or sell any hazardous substance on the Premises without EDD's prior written consent. FIRE will be responsible, at no costs to the EDD - Airport Management Enterprise Fund, to comply with all laws relating to hazardous substances, including paying for all costs, damages, penalties and fines, removal, or remediation incurred or necessary as a result of any release of hazardous substances that occurs as a result of FIRE's use and occupancy of the Premises under this MOU.

15. Water Quality – Best Management Practices. FIRE shall be responsible for identifying, implementing, and paying for any best management practices ("BMPs") necessary to ensure that FIRE use and occupancy does not cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0310).

16. MOU Subject to Federal Aviation Administration (FAA) Regulations. FIRE acknowledges and agrees, in addition to the foregoing terms and conditions of this MOU, that FIRE will strictly adhere to, and at all times be subject to, the FAA Regulations set forth in the attached **EXHIBIT C**, which by this reference are made a part of this MOU. Failure to strictly adhere to the FAA Regulations will require EDD to immediately terminate this MOU. Additionally, FIRE acknowledges that this MOU is subordinate to the provisions of any existing or future agreements between the City and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent of the provisions of any existing or future funds. EDD agrees to inform FIREs that would adversely modify the material terms of the MOU upon EDD becoming aware of such a provision. Further, all provisions of the MOU shall be subordinate to the rights of the United States of America to operate the Airport or any thereof during time of war or national emergency. Such rights shall supersede any provisions of this MOU inconsistent with the operations of the Airport by the United States of America.

17. Notices. Any notice required or permitted to be given pursuant to this MOU shall be in writing and may be served interoffice mail, electronically, or personally addressed to FIRE at the Premises or at such other address designated in writing by FIRE.

City of San Diego
Fire-Rescue Department
Attn: Assistant Fire Chief James Gaboury
600 B #1200
San Diego, CA 92101

And, to EDD as follows:

City of San Diego
Economic Development Department
Attn: Director
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101

and

City of San Diego
Economic Development Department
Attn: Deputy Director, Airport Management
3750 John J. Montgomery Drive, MS 14
San Diego, CA 92123
Phone: (858) 573-1441
Email: jerubio@sandiego.gov

18. Authority to Sign. Each individual signing this MOU represents and warrants that they are authorized to execute and deliver this MOU on behalf of their respective department.

19. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes any and all prior understandings between the parties concerning the Premises authorized herein. Any modification, alteration, or amendment of this MOU shall be in writing and signed by all the parties hereto.

*****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

IN WITNESS WHEREOF, this MOU is executed by EDD, acting by and through its Director, and by FIRE acting by and through its lawfully authorized representative.

CITY OF SAN DIEGO EDD

Date 08/04/2025

By _____
Jorge Rubio (Aug 4, 2025 13:56:08 PDT)

Jorge E. Rubio, Chief of Airports
Deputy Director Airports

CITY OF SAN DIEGO FIRE

Date 08/04/2025

By: James Gaboury

James Gaboury
Assistant Fire Chief

EXHIBITS:

Exhibit "A" LEGAL DESCRIPTION
Exhibit "B" PLAT MAP
Exhibit "C" FAA REQUIREMENTS

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT 'A'
LEASE

APN: 646-050-18

Lot 18 of Metropolitan Airpark, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 15979 filed in the office of the County Recorder of said San Diego County on June 25, 2014, more particularly described as follows:

Parcel 'A'

Beginning at the southeast corner of said Lot 18, said point being on the west line of La Media Road as dedicated per deed recorded on August 22, 1896, in Book 257, Page 13 of Official Records, filed in said Office of the County Recorder; Thence along the south line of said Lot 18 North 89°05'44" West 27.00 feet to the **True Point of Beginning**; Thence continuing along said south line North 89°05'44" West 233.07 feet to the southwest corner of said Lot 18; Thence along the west line of said Lot 18 North 00°54'16" East 260.00 feet to the northwest corner of said Lot 18; Thence along the north line of said Lot 18 South 89°05'44" East 229.65 feet to a point on the west line of that Irrevocable Offer to Dedicate a Public Street as shown on said Map 15979; Thence along said west line South 05°36'41" East 30.20 feet; Thence South 00°54'16" West 230.00 feet to the **True Point of Beginning**.

The above described lease area contains 59,967.36 square feet, 1.3767 Acres.

Parcel 'B'

Beginning at said southeast corner of Lot 18; Thence along the south line of said Lot 18 North 89°05'44" West 27.00 feet to a point on the west line of said Irrevocable Offer to Dedicate a Public Street; Thence leaving said south line of Lot 18 and continuing along said west line North 00°54'16" East 230.00 feet; Thence North 05°36'41" West 30.20 feet to the north line of said Lot 18; Thence leaving said west line and continuing along said north line of Lot 18 South 89°05'44" East 30.43 feet to a point on said west line of La Media Road; Thence along said west line of La Media Road South 00°54'16" West 260.00 feet to the **Point of Beginning**.

The above described lease area contains 7,071.40 square feet, 0.1623 Acres.

Parcel 'C'

Beginning at the southwest corner of said Lot 18; Thence along the west line of said Lot 18 North 00°54'16" East 80.00 feet; Thence leaving said west line of Lot 18 South 89°05'44" East 3.50 feet to the **True Point of Beginning**; Thence North 00°54'16" East 40.00 feet; Thence South 89°05'44" East 14.50 feet; Thence South 00°54'16" West 40.00 feet; Thence North 89°05'44" West 14.50 feet to the **True Point of Beginning**.

The above described lease area contains 580.00 square feet, 0.0133 Acres.

Exhibit 'B' attached and by this reference is made a part hereto.



Daniel R. Watkins LS 8877 Date
Senior Land Surveyor, Field Engineering
City of San Diego
My Registration Expires 12-31-2025

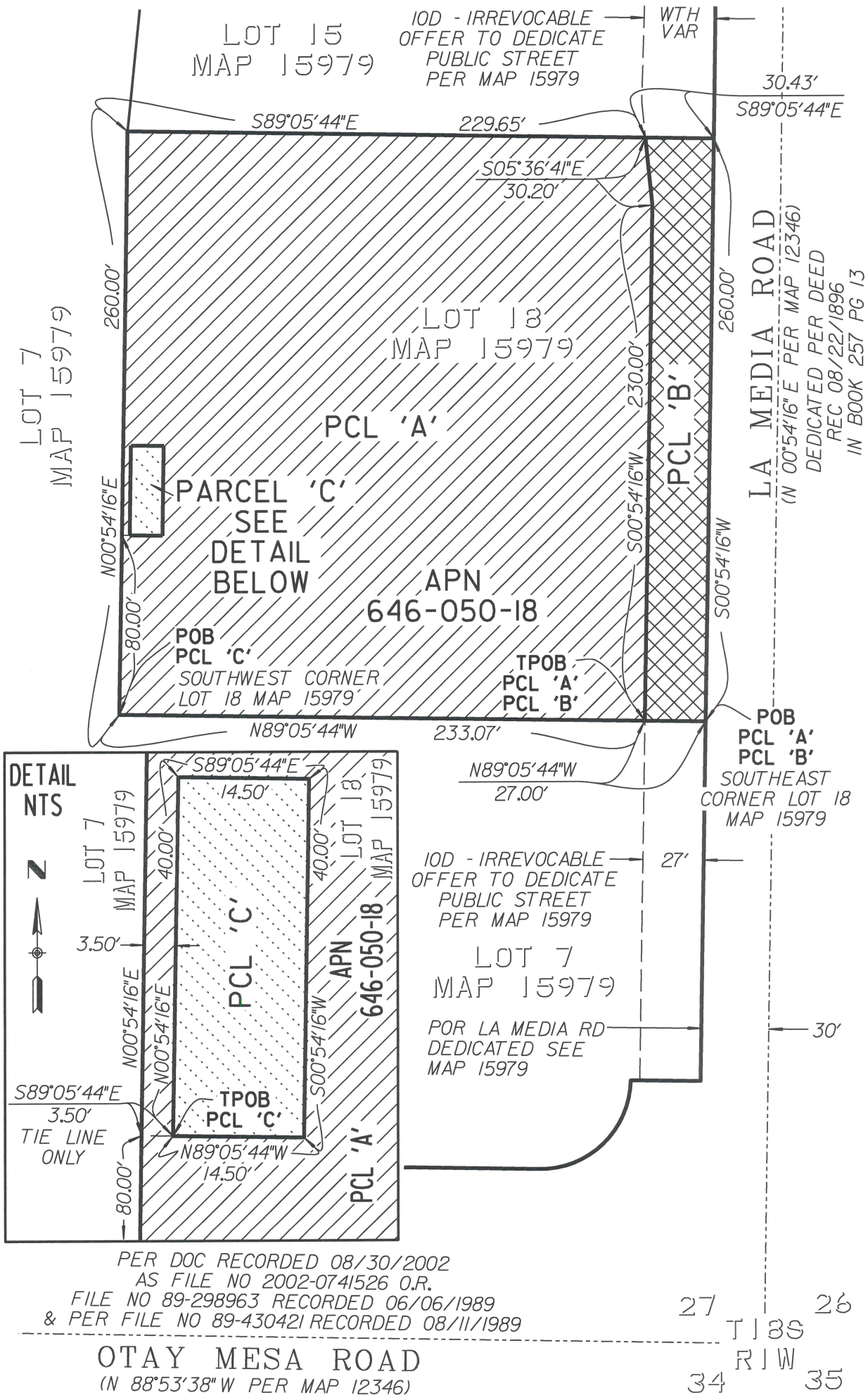
File: APN 646-050-18_BROWN FIELD_FIRE STATION
I/O 21000374 – JULY, 2025

EXHIBIT B

PLAT MAP

EXHIBIT 'B'

PREMISIS



N

SCALE 1" = 60'

OWNER:

CITY OF
SAN DIEGO

APN:

646-050-18

MAP REFERENCES:

MAP No. 15979

LEGEND:

PARCEL 'A'

INDICATES LEASE AREA
AREA = 59,967.36 SQ FT,
1.3767 ACRES

PARCEL 'B'

INDICATES LEASE AREA
AREA = 7,071.40 SQ FT,
0.1623 ACRES

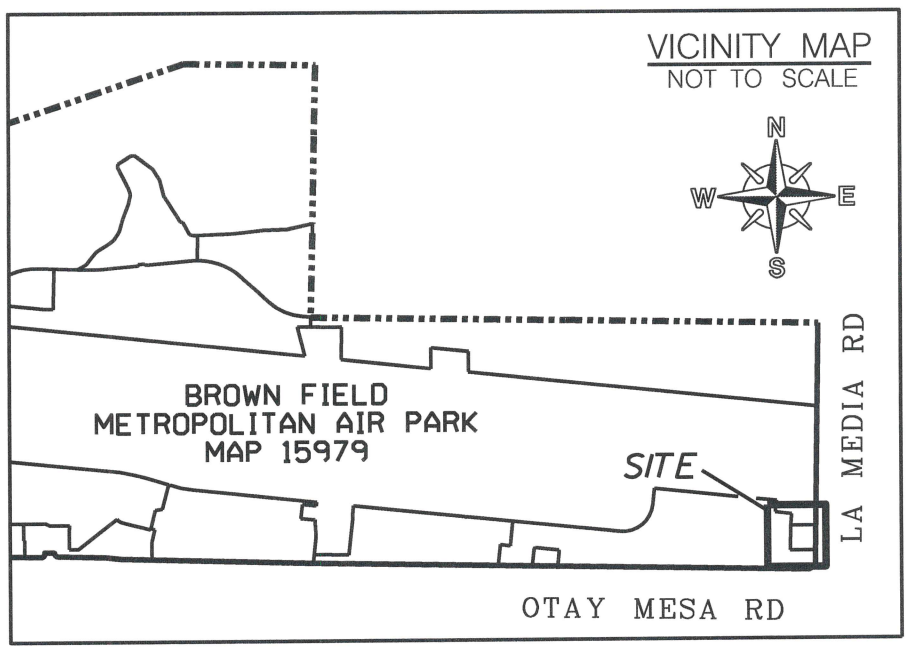
PARCEL 'C'

INDICATES LEASE AREA
AREA = 580.00 SQ FT,
0.0133 ACRES

— — — — — LIMITS OF AN IRREVOCABLE OFFER TO DEDICATE A PUBLIC STREET PER MAP 15979 ('IOD' PER MAP)

---------- LIMITS OF MAP 15979

POB POINT OF BEGINNING
TPOB TRUE POINT OF BEGINNING



PREPARED BY:

THE CITY OF SAN DIEGO
ENGINEERING AND CAPITAL
PROJECTS DEPARTMENT,
FIELD DIVISION - SURVEY SECTION.
UNDER THE DIRECTION OF
DANIEL R. WATKINS, LS 8877
SENIOR LAND SURVEYOR

July 31, 2025

DANIEL R. WATKINS P.L.S. 8877

PROFESSIONAL LAND SURVEYOR
DANIEL R. WATKINS
NO. 8877
STATE OF CALIFORNIA

FIRE STATION LEASE

LOT 18, METROPOLITAN AIR PARK, MAP 15979

EXHIBIT C

Federal Aviation Administration Lease and Use Agreement Provisions

FIRE (Lessee) shall adhere to the following terms and conditions during the entirety of the time period covered by this MOU. If any term and or condition contained in this Exhibit conflicts with any provision contained in the main body of the MOU, the terms and conditions contained in the main body of the MOU shall prevail.

Definitions: (For information purposes only)

Aeronautical Activities: Any activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted at airports, include but are not limited to air taxi and charter operations, scheduled and nonscheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute, glider, balloon or ultralight activities and any other activities which, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

Nonaeronautical activities: These include but are not limited to ground transportation (taxis, car rentals, limousines), restaurants, barber shops, auto parking lots, non-aviation businesses, recreational facilities and any other commodities, services, or accommodations made available to the general public that are of a nonaeronautical nature.

Assurance: A provision contained in a federal grant agreement with which the recipient of federal airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.

Exclusive Right: A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

Federal Obligation: Used in the context of a federal grant program, federal airport development assistance, land transfers, or other federal aid. It refers to an airport sponsor's legal duty and responsibility to comply with the terms of conveyance instruments and grant agreements.

Minimum Standards: The qualifications or criteria which may be established by an airport owner as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities for the right to conduct those activities.

Revenue Diversion: The use of airport revenue for purposes other than the capital or operating cost of the airport, the local airport system, or other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property.

Self-Sustaining: The requirement to maintain a schedule of charges for use of the airport, which will make the airport as self-sustaining as possible under the circumstances existing at the airport.

a. For aeronautical users, reasonable rates and charges that reflect the sponsor's cost of providing aeronautical services and facilities are satisfactory.
b. For nonaeronautical users, rates and charges must be based on the fair market value of the services and facilities provided.

PROVISIONS:

1. FIRE agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

   This provision obligates FIRE for the period during which the property is owned, used, or possessed by FIRE and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2. The following clauses will be included in lease or license entered into by the City of San Diego pursuant to the provisions of the Airport Improvement Program grant assurances.

   A. FIRE for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, FIRE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to leases, in the event of breach of any of the above Nondiscrimination covenants, the City of San Diego will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of San Diego will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of San Diego and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

3. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the City of San Diego pursuant to the provisions of the Airport Improvement Program grant assurances.

   A. FIRE for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

   B. With respect to the lease, in the event of breach of any of the above nondiscrimination covenants, the City of San Diego will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the City of San Diego will there upon revert to and vest in and become the absolute property of the City of San Diego and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI)
Article I. The airport sponsor shall insert the paragraph above in all airport contracts, leases, subcontracts, subleases and other agreements at all tiers.

(Additional information regarding civil rights and disadvantaged business enterprise obligations can be obtained from the FAA Civil Rights Office or https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/.)

4. EDD reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of FIRE and without interference or hindrance.

5. EDD reserves the right, but shall not be obligated to FIRE, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

6. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States, relative to the development, operation, or maintenance of the airport. Failure of FIRE or any occupant to comply with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder.

7. There is reserved to the EDD, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

8. FIRE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises. This requires the submission of FAA Form 7460-1, *Notice of Construction or Alteration* to the FAA.

9. FIRE by accepting this lease agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the Lessee.

10. FIRE by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of FIRE.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107(a)(4).

11. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.

12. FIRE will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

13. FIRE will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

8/4/2025

SD City Planning

Attachment A

Environmental Determination	
Environmental Planner	Edgar Ramirez Manriquez (EdgarR@sandiego.gov)
Project Name	Brown Field Municipal Airport Flat Rate Interdepartmental Memorandum of Understanding for Office Space at 1590 La Media Road, San Diego, CA 92154
Environmental Determination	The execution of an Interdepartmental Memorandum of Understanding (MOU) between the City of San Diego's (City) Economic Development Department (EDD) and Fire-Rescue Department (Occupying Department) for the leasing of the City-owned property located at 1590 La Media Road, San Diego, CA 92154 (Premises), an asset managed and operated by EDD, is not a "Project" pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment. The Occupying Department will only use the Premises for employee and visitor parking and shall not use or permit the Premises to be used for any other purpose, or by any other City department or third party, except with EDD's prior written consent. This activity will not, on its own accord, result in either a direct or reasonably foreseeable indirect physical change in the environment. Thus, this activity is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).
Date Environmental Determination made	8/4/2025