N.508PA163.BOC

The City of SAN DIEGO

Fire-Rescue Department
Office of the Fire Chief

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 Real Estate Assets Department–Airport Division ("AIRPORT") and the City of San Diego-Fire Rescue Department ("FIRE DEPARTMENT") to be effective as of 12/2/16 (the "Effective Date"), as follows:

RECITALS

A. AIRPORT desires FIRE DEPARTMENT to vacate the temporary facility they have been occupying at Montgomery-Gibbs Executive Airport ("Airport"), since 2002, and move them to a permanent facility as further set forth in this MOU.

B. FIRE DEPARTMENT shall share the Premises, as defined below, with the Federal Aviation Administration ("FAA") until the FAA vacates the Premises, under the terms and conditions set forth in this MOU.

C. Once the FAA vacates the Premises, AIRPORTS and FIRE DEPARTMENT shall enter into a long term MOU for the possession of the entire Premises.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

TERMS AND CONDITIONS

1. Premises. AIRPORT hereby leases to FIRE DEPARTMENT and FIRE DEPARTMENT leases from AIRPORT approximately one half of the eight thousand one hundred and eighty one square foot (8,181 SF) office building with the address of 4302 Ponderosa Avenue, San Diego, CA 92123, located on the Airport. The premises includes a building along with non-exclusive use of the parking lot, restrooms, kitchen and entryway and exclusive use of a helicopter pad as depicted in "Exhibit A" and "Exhibit A-1", attached hereto and by this reference made part hereof, hereinafter referred to as the "Premises". At the time the FAA moves out of the Premises, the FIRE DEPARTMENT shall lease the entire Premises. AIRPORT shall notify the FIRE DEPARTMENT in writing when the FAA has fully vacated the Premises, and the written notice will include the date the FIRE DEPARTMENT shall have full possession of the entire Premises.

2. Use. FIRE DEPARTMENT is authorized to use the Premises exclusively for operating its Aviation-related Fire-Rescue Operations, maintenance, storage, aircraft storage, aircraft maintenance and other related uses. No other uses, whatsoever, are allowed without the prior written consent of the Mayor, or his designee, in each instance.

3. Term. This MOU shall commence on the July 1, 2016, and shall continue thereafter on a month-to-month basis ("Term") until cancelled by either party for any reason or for no reason.

4. Rent. The total initial monthly rent shall be four thousand three hundred eight dollars and twenty three cents ($4,308.23) per month. The rent shall be increased to nine thousand dollars ($9,000.00) once the FAA vacates the Premises.

   Each year, on the anniversary of the Effective Date, the monthly rent shall be increased by three percent (3%).

5. Time and Place of Payment. Rent is due monthly in advance on or before the first day of each calendar month. All monthly rents will be prorated during the first and final months of any rental period in order to achieve payment on the first day of each calendar month. FIRE DEPARTMENT shall make all payments payable to the "Airport Enterprise Fund".

6. Assignment and Subletting. FIRE DEPARTMENT shall not assign this MOU or any interest therein and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of FIRE DEPARTMENT, to use or occupy the Premises or any part thereof, without the prior written consent of the Mayor, or his designee, in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person.

7. Accident Reports. FIRE DEPARTMENT shall report to AIRPORT any accident causing more than ten thousand dollars ($10,000) worth of property damage or any serious injury to persons on the Premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and all other pertinent information.

8. Possession by FIRE DEPARTMENT. AIRPORT has made no promise to alter or improve the Premises or made any representation concerning the condition thereof. FIRE DEPARTMENT is currently in possession of the Premises and acknowledges the Premises is in good order and condition. FIRE DEPARTMENT will maintain the Premises in good condition and repair, and will not cause or permit the Premises to be damaged or defaced or to deteriorate. FIRE DEPARTMENT will return the Premises at the expiration or earlier termination of the MOU in good condition and repair, normal wear and tear excepted.

9. Entry and Inspection. AIRPORT reserves and always has the right to enter said Premises for the purpose of viewing and ascertaining the condition of the Premises, to protect its interests, or to ensure that the Premises is being maintained in a decent, safe, healthy, and sanitary condition. In the event that such entry or inspection by AIRPORTS discloses that the Premises are not in a decent, safe, healthy, and sanitary condition, AIRPORTS shall have the right, after reasonable notice to FIRE DEPARTMENT, to have any necessary maintenance work done at the expense of FIRE DEPARTMENT. FIRE DEPARTMENT agrees to pay promptly any and all costs incurred by AIRPORTS in having such necessary maintenance work done, in order to keep the Premises in a decent, safe, healthy, and sanitary condition.

10. Utilities. FIRE DEPARTMENT will pay for all utilities necessary for the operation and maintenance of its Fire-Rescue Operations and/or the Premises.

11. Taxes and Fees. FIRE DEPARTMENT agrees to pay all levies, taxes and fees due on Premises during the term of this MOU.

12. Maintenance of the Premises. FIRE DEPARTMENT shall be responsible for all costs associated with the operation and maintenance of the Premises throughout the term of this MOU. FIRE DEPARTMENT shall, to AIRPORT's satisfaction, maintain the Premises in a decent, safe, healthy and sanitary condition at all times. All applicable codes and standards of state and federal agencies shall be observed.

13. Access to the Premises. FIRE DEPARTMENT shall use Gate 1 and the Access Road (shown on Exhibit A) for ingress/egress to the Premises with any type of vehicle. No other road, dirt road, may be used to access the Premises at any time. Taxiways and runways may be used with proper authorization from the Air Traffic Control Tower.

14. Alterations. FIRE DEPARTMENT shall not alter the Premises without the prior written consent of AIRPORT. All applicable City, County, State, and Federal codes and requirements will apply to any alteration FIRE DEPARTMENT makes to the Premises or its improvements.

15. Compliance with Law. FIRE DEPARTMENT shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all laws, statutes, ordinances, and regulations of the City of San Diego, AIRPORTS, county, state, and federal governments, at FIRE DEPARTMENT'S sole cost and expense. In addition, FIRE DEPARTMENT shall comply with any and all notices issued by the AIRPORT, or the Mayor or his designee, under the authority of any such law, statute, ordinance or regulation.

16. Survival. Any obligation which accrues under this MOU shall survive its expiration or earlier termination

17. Hazardous/Toxic Waste. FIRE DEPARTMENT shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Premises. FIRE DEPARTMENT and FIRE DEPARTMENT'S agents and contractors shall not install, store, utilize, generate or sell any hazardous substance on the Premises without AIRPORT'S prior written consent in each instance. FIRE DEPARTMENT shall, prior to initiating any operations that involve Hazardous Substances, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

    a. Release. For purposes of this MOU, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying,

discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.

b. Hazardous Substance. For purposes of this MOU, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

c. Remediation. If FIRE DEPARTMENT'S occupancy, use, development, maintenance or restoration of the Premises results in a release of a Hazardous Substance, FIRE DEPARTMENT shall pay all costs of remediation and removal to the AIRPORT'S satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, regulations and directives of competent governmental authorities.

d. Removal. If FIRE DEPARTMENT or FIRE DEPARTMENT'S contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Premises, FIRE DEPARTMENT and/or FIRE DEPARTMENT'S contractor or agent shall remove all Hazardous Substances in any type of container, equipment or device from the Premises immediately upon or prior to the expiration or earlier termination of this MOU. AIRPORT reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Premises. FIRE DEPARTMENT shall be responsible for any and all costs incurred by AIRPORT to remove any container, equipment or device requiring disposal or removal as required by this provision.

e. Notice of Release. If FIRE DEPARTMENT knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, FIRE DEPARTMENT shall immediately notify AIRPORT and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. FIRE DEPARTMENT shall deliver a written report thereof to AIRPORT within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If FIRE DEPARTMENT knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, FIRE DEPARTMENT shall take all actions necessary to alleviate the danger. FIRE DEPARTMENT shall immediately notify AIRPORT in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.

f. Environmental Assessment. Upon reasonable cause to believe that FIRE DEPARTMENT'S occupancy, use, development, maintenance or restoration of the Premises ("FIRE DEPARTMENT'S Operations"), resulted in any Hazardous Substance being released on, from or beneath the Premises, AIRPORT shall notify FIRE DEPARTMENT of such belief and allow FIRE DEPARTMENT up to fifteen (15) days after such notice to commence the performance of an environmental assessment under regulatory oversight of the suspect area by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. If FIRE DEPARTMENT fails to cause such an environmental assessment to be commenced with the noticed time period, AIRPORT may cause the assessment to be performed. The environmental assessment shall be obtained at FIRE DEPARTMENT'S sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by FIRE DEPARTMENT'S Operations on, in, from or under the Premises, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by City, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. FIRE DEPARTMENT shall cause, or if FIRE DEPARTMENT fails to do so within a reasonable period of time, as determined by AIRPORT in its sole discretion, AIRPORT may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Premises and compliance with environmental law and regulations are achieved, and FIRE DEPARTMENT shall pay all costs and expenses therefore.

18. Water Quality – Best Management Practices. FIRE DEPARTMENT shall be committed to the implementation of controls ("best management practices" or "BMPs") to manage activities on the Premises in a manner which aids in the protection of the City's precious water resources. It is the Lessee's responsibility to identify and implement an effective combination of BMPs so as not to 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 43.0312). Therefore, Lessee shall, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

19. MOU Subject to FAA Regulations: FIRE DEPARTMENT acknowledges and agrees, in addition to the foregoing terms and conditions of this MOU, that FIRE DEPARTMENT shall strictly adhere to, and at all times be subject to, the FAA Regulations set forth in the attached **EXHIBIT B** – FAA Requirements and Reservations of Rights, which by this reference is made a part of this MOU. Failure to strictly adhere to the FAA Regulations shall subject this MOU to immediate termination with no liability to AIRPORT.

20. Notices.

a. Any notice required or permitted to be given pursuant to this MOU shall be in writing and may be served interoffice mail, personally or by United States mail, postage prepaid, addressed to FIRE DEPARTMENT at the Premises or at such other address designated in writing by FIRE DEPARTMENT:

San Diego-Fire Rescue Department
Attn: Deputy Chief of Special Operations
1010 2nd Avenue
San Diego, CA 92101

And, to AIRPORT as follows;

City of San Diego
Attn: Deputy Director / Airport Division
3750 John J. Montgomery Drive, M.S. 14
San Diego, CA 92123

21. Authority to Sign. Each individual signing this MOU for a City Department represents and warrants that they are authorized to execute and deliver this MOU on behalf of their respective Department.

22. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes any and all prior understandings between the parties concerning the Uses 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 to be effective as of the Effective Date.

Date: 12/2/16

THE CITY OF SAN DIEGO

By: _____
Cybele Thompson
Director, Real Estate Assets Department

Date: 11/10/16

CITY OF SAN DIEGO FIRE RESCUE DEPARTMENT

By: _____
Brian Fennessy
Fire Chief, Fire-Rescue Department

Environmental Analysis Section Environmental Clearance:

This activity is not a project as defined by the California Environmental Quality Act Section 21065 and State CEQA Guidelines Section 15378(b)(5) as it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

Date: 11/29/16

By: _____
Name: Alyssa Muto
Title: Deputy Director, Environment & Policy Analysis
Planning Dept.

This determination that this activity is not subject to CEQA, pursuant to Section 15060(c)(3) is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required.

Exhibit A

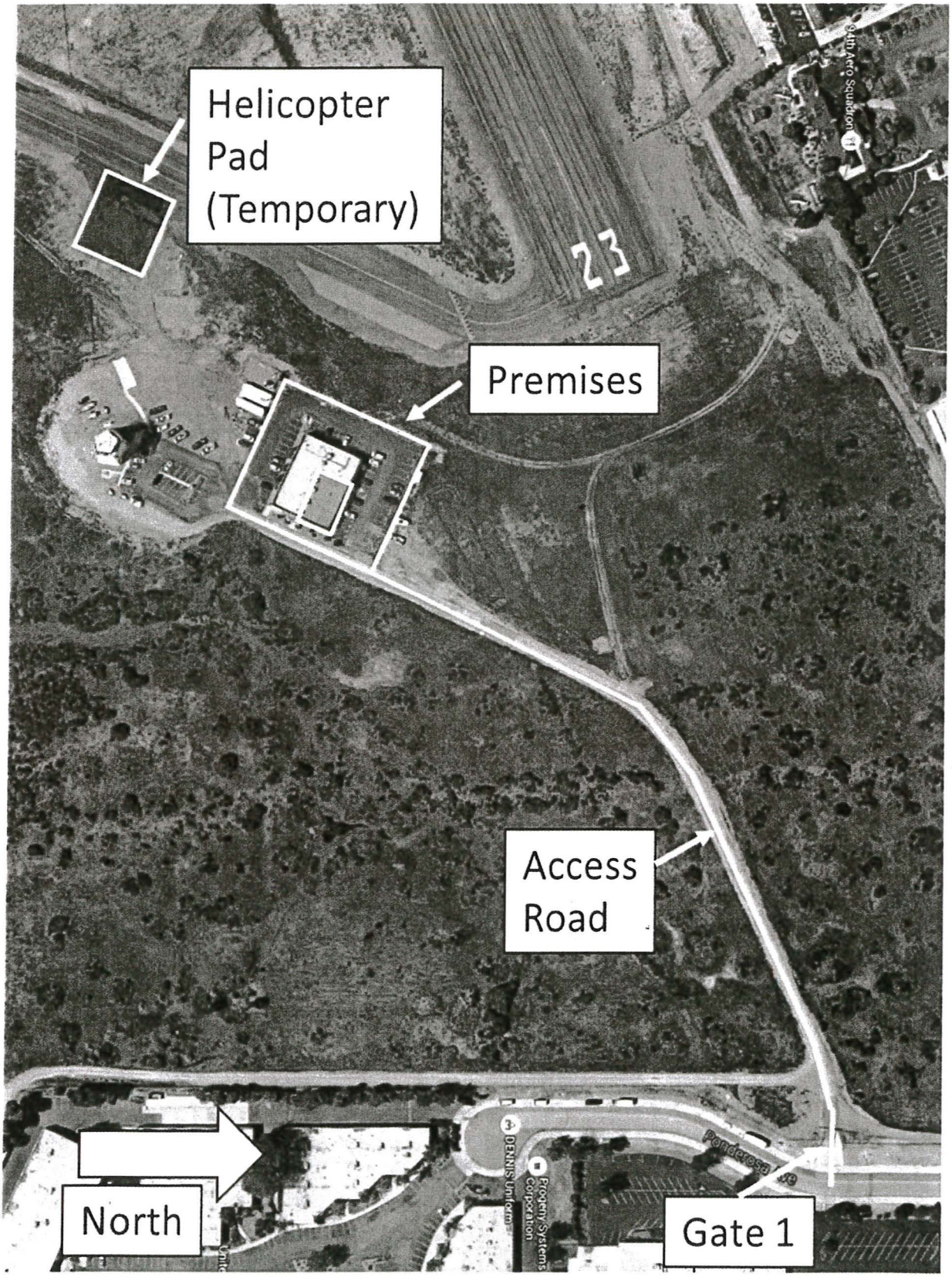

Helicopter Pad (Temporary)
23
Premises
Access Road
North
Gate 1
DENNIS Uniform
Progeny Systems Corporation
Ponderosa

Exhibit A-1

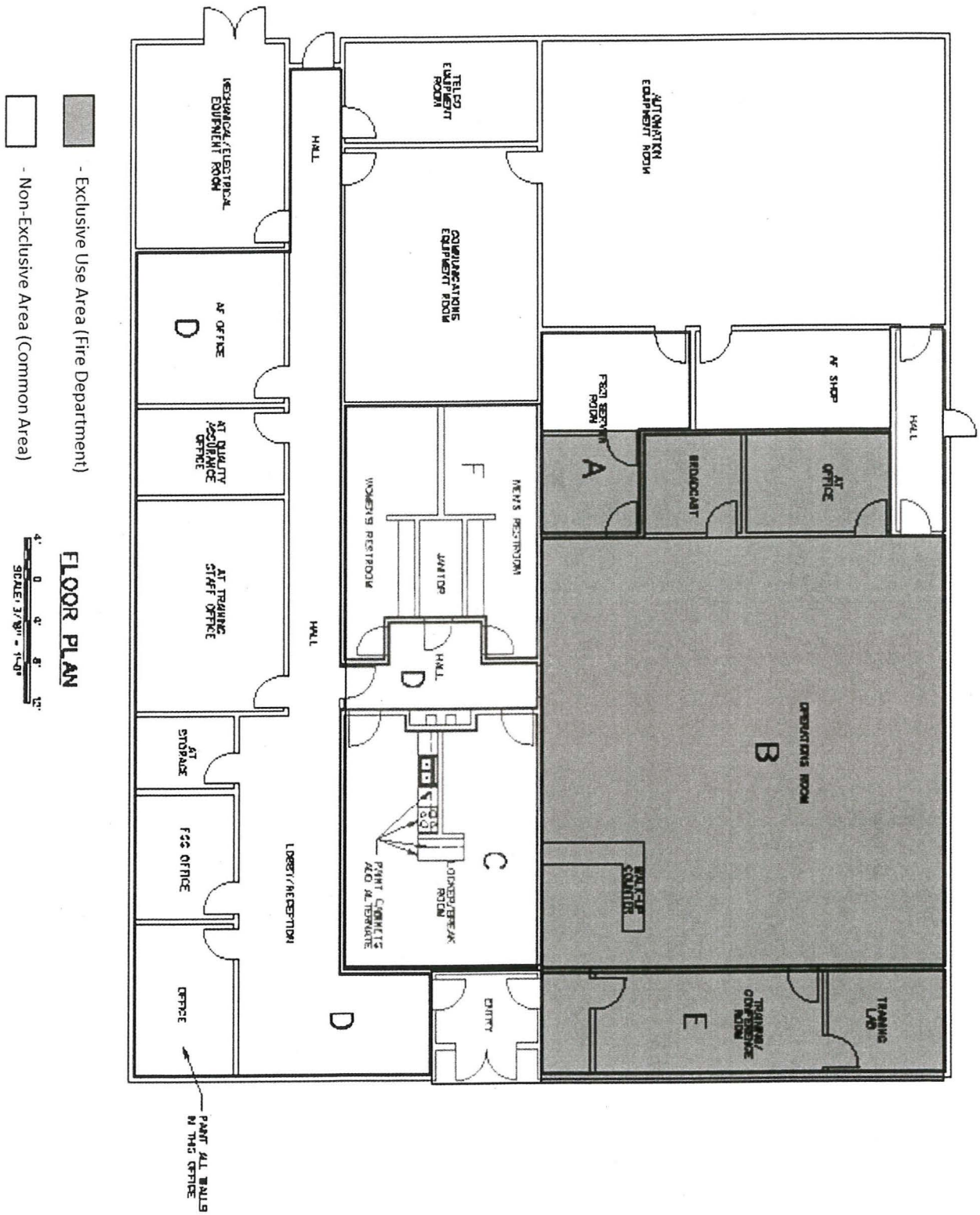

- Exclusive Use Area (Fire Department)
- Non-Exclusive Area (Common Area)
FLOOR PLAN
SCALE: 3/16" = 1'-0"
AUTOMATION EQUIPMENT ROOM
COMMUNICATIONS EQUIPMENT ROOM
TELCO EQUIPMENT ROOM
MECHANICAL/ELECTRICAL EQUIPMENT ROOM
AF SHOP
AF OFFICE
BROADCAST
FIELD SERVICE ROOM
AF OFFICE
AT QUALITY ASSURANCE OFFICE
AT TRAINING STAFF OFFICE
AT STORAGE
FSS OFFICE
OFFICE
HALL
WOMEN'S RESTROOM
MEN'S RESTROOM
JANITOR
OPERATIONS ROOM
BREAK COUNTER
LOUNGE/BREAK ROOM
PAINT CORRECTIVE AND ALTERNATE
ENTRY
LOBBY/RECEPTION
TRAINING/ CONFERENCE ROOM
TRAINING LAB
PAINT ALL WALLS IN THIS OFFICE

Exhibit B

FAA Requirements and Reservations of Rights

FIRE DEPARTMENT and its officers, employees, contractors, agents, and all others operating through FIRE DEPARTMENT shall conform to the following FAA covenants and reservations of rights.

B-1. FIRE DEPARTMENT's Use to Conform with Law and Other Rules. FIRE DEPARTMENT is granted the nonexclusive use of all public airport facilities including, but not limited to, taxiways, runways, aprons, navigational aids and other facilities related to the normal function of any aircraft under FIRE DEPARTMENT's control. FIRE DEPARTMENT agrees that such use shall be in accordance with existing or future laws, rules and regulations of the United States of America, the State of California and CITY in regard to their aviation and air navigation authority.

B-2. FIRE DEPARTMENT's Use and Construction to Conform with Federal Aviation Regulations. FIRE DEPARTMENT agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the Site and the Airport. FIRE DEPARTMENT agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (which may be amended or replaced by other regulations from time to time) before constructing any improvements or modifying or altering any structure on the Site and the Airport.

B-3. FIRE DEPARTMENT's Noninterference with Aircraft. FIRE DEPARTMENT and FIRE DEPARTMENT's successors and assigns, agree not to use the Premises in any manner which might interfere with any aircraft landing or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, CITY reserves the right to abate or eliminate the interference at the expense of the FIRE DEPARTMENT.

B-4. Agreement Subordinate to City/United States Agreements. This MOU shall be subordinate to the terms of any existing or future agreements between AIRPORT and the United States, or to any United States legal requirement relative to the development, operation or maintenance of the Airport. FIRE DEPARTMENT acknowledges and agrees that should any existing or future agreement between AIRPORT and the United States, or any United States legal requirement, cause this MOU to terminate or otherwise be affected, FIRE DEPARTMENT shall have no right to seek damages of any type therefor from AIRPORT.

B-5. Height Limitation. The FIRE DEPARTMENT and the FIRE DEPARTMENT's successors and assigns agree not to erect or permit any structure unless it complies with all FAA and Airport Land Use Compatibility Plan ("ALUCP") height limitations. If this covenant is breached in any way, AIRPORT reserves the right to remove the structure or object at the expense of the FIRE DEPARTMENT.

B-6. Right of Flight Easement. AIRPORT and its successors and assigns reserve a right of flight for the passage of aircraft in the air space above the Premises, for the benefit and use of the public.

This right includes the right to make noise inherent in the operation of existing or future aircraft that operate in any way on or near the Airport.

B-7. War or National Emergency. In the event of war or national emergency, this MOU and all of its provisions shall be subject to any United States Government right, existing now or in the future, affecting the control, operation, regulation, take over, or exclusive or nonexclusive use of the Airport. During any war or national emergency, AIRPORT shall have the right to lease, or allow the use of, any part of the Airport, including its landing areas, to the United States Government. In this event, any provisions of this MOU which are inconsistent with the provisions of the MOU to the Government shall be suspended. AIRPORT shall not be liable for any loss or damages alleged by the MOU as a result of this action. However, nothing in this MOU shall prevent the FIRE DEPARTMENT from pursuing any rights it may have for reimbursement from the United States Government.

B-8. Airport Development. AIRPORT reserves the right to further develop, change or improve the Airport, including its routes and landing areas, as AIRPORT sees fit, without FIRE DEPARTMENT's interference or hindrance and regardless of FIRE DEPARTMENT's views and desires. AIRPORT shall have the right to perform any and all such actions referred to in this Section, including the right to shut parts or all of the Airport down, at no liability to AIRPORT, regardless of any damages or losses FIRE DEPARTMENT may suffer from said actions.

B-9. Nonexclusive Right. FIRE DEPARTMENT understands and agrees that nothing in this MOU shall be construed to grant or authorize an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 (Title 49, Section 1349 of the United States Code).

B-10 Landing Area Maintenance. AIRPORT reserves the right, but not the obligation, to maintain and repair the Airport Landing Area and all other public facilities. AIRPORT also has the right to direct and control all of FIRE DEPARTMENT's activities affecting the maintenance and repair of the Airport Landing Area and all other public facilities.

B-11. FAA Nondiscrimination Covenant.

a. FIRE DEPARTMENT and FIRE DEPARTMENT's representatives, successors, and assigns agree, as part of the consideration for this MOU, that:

(1) No person shall be denied benefits, participation or subjected to discrimination in the use of facilities on the Premises based on race, color, sex or national origin.

(2) No person shall be denied benefits, excluded from participation in or subject to discrimination in the construction of any improvements nor the furnishing of any services on the Premises, based on race, color, sex or national origin.

(3) FIRE DEPARTMENT shall conduct all activities contemplated by this MOU in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964," as now exists or may be amended in the future.

b. If any of the provisions are breached, AIRPORT may terminate this MOU and reenter and repossess the Premises as if this MOU had never been made. This provision is not effective until the procedures of 49 CFR Part 21 are allowed and completed, including expiration of appeal rights.

c. FIRE DEPARTMENT agrees to furnish accommodations and services on a fair and equal basis to all users and will charge fair, reasonable and equal prices for each item or service. FIRE DEPARTMENT is allowed to make reasonable and nondiscriminatory discounts, rebates or similar price reductions to volume purchasers. If FIRE DEPARTMENT does not comply with this provision, AIRPORT has the right to terminate this MOU, without liability, and either AIRPORT or the United States may judicially enforce this entire covenant.

d. FIRE DEPARTMENT agrees to include this entire covenant in any sublease or other agreement by which FIRE DEPARTMENT grants any right or privilege to any firm, corporation or person providing services or accommodations to the public on the Premises.

B-12. Equal Opportunity. The FIRE DEPARTMENT, the FIRE DEPARTMENT's successors and assigns agree to undertake an equal opportunity program as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to insure that no person shall be excluded from any employment program or opportunity, nor be denied any service described, based on race, creed, color, national origin or sex.

B-13. AIRPORT to Mitigate Impacts of Subordination. If subordination agreements between AIRPORT and United States of America result in FIRE DEPARTMENT's inability to operate as a business on the Premises, or if the operations under this MOU are materially affected during a period of subordination, AIRPORT agrees to make a reasonable adjustment to the terms and conditions of the MOU, as determined by AIRPORT, in its sole discretion. FIRE DEPARTMENT agrees that any damages claimed during this subordination period will be limited to the relief granted by AIRPORT, if any, and that AIRPORT will incur no liability for any losses suffered by FIRE DEPARTMENT.

B-14. AIRPORT to Mitigate Impacts of Subordination by Termination or Extension. If subordination agreements between AIRPORT and the United States of America result in FIRE DEPARTMENT's inability to operate as authorized on the Premises, or if FIRE DEPARTMENT's operations authorized under this MOU are materially affected during a period of subordination, AIRPORT, upon written request from FIRE DEPARTMENT, will terminate this MOU or extend the term of this MOU for the period of time that FIRE DEPARTMENT's operation is affected, and no rent shall accrue during any period of non-operation.

B-15. Licenses and Certifications. FIRE DEPARTMENT agrees that it will not maintain any activities such as a flight school, air charter, air taxi or grounds school, without the required FAA certifications and licenses. Failure to comply with this provision constitutes a default and AIRPORT then has the right to terminate this MOU without liability.

B-16. Employee Conduct. FIRE DEPARTMENT shall be responsible for the conduct of all employees, contractors, agents, invitees, and guests on the Premises and Airport, if that employee, contractor, agent, invitee or guest is on AIRPORT property during any period of employment or in connection with FIRE DEPARTMENT's operations or activities on the Airport.

B-17. Aircraft Parking. FIRE DEPARTMENT shall require that all Aircraft under its control be parked only on the Premises, except as otherwise provided by the direction of AIRPORT. At no time shall any Aircraft, Motor Vehicle or other object, including refuse, under FIRE DEPARTMENT's control, be allowed to obstruct any designated taxiways.

B-18. Minority Business Policy. FIRE DEPARTMENT agrees that it and its contractors will ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts and subcontracts. The FIRE DEPARTMENT and the FIRE DEPARTMENT's contractors agree not to discriminate on the basis of race, color, national origin or sex in the award and performance of any Federal Department of Transportation-assisted contracts.

B-19. Provisions to be Included in All Pertinent Documents. FIRE DEPARTMENT agrees that it shall insert all of the FAA Requirements provisions set forth in this **EXHIBIT B** in all contracts or agreements by which FIRE DEPARTMENT grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises.