

Dane County Contract Cover Sheet

RES 005
Significant

Dept./Division	AIRPORT/LANDING
Vendor Name	TELOS IDENTITY MGMT SOLUTIONS, LLC
Vendor MUNIS #	23787
Brief Contract Title/Description	To furnish to County aviation channeling services associated with the performance of criminal history records checks and security threat assessments for DCRA operations.
Contract Term	11/01/2018 - 10/23/2023
Total Contract Amount	\$ 20,586

Contract # <small>Admin will assign</small>	11678A
Addendum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	AIRTERM	Obj Code	32325	Amount	\$20,586
Req #	po1064	Org Code	Obj Code		Amount	\$
Year	2020	Org Code	Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res # 005
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year 2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	5/1/20		
ch	Controller		5/12/20	approval via email
CAC	Purchasing		5/12/20	approval via email
DG	Corporation Counsel		5/12/20	approval via email
DL	Risk Management		5/12/20	approval via email
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	RODNEY KNIGHT, AIRPORT COUNSEL	Name	Sharon King, Senior Contracts Admin.
Phone #	(608) 236-3388	Phone #	(703) 724-4744
Email	KNIGHT@MSNAIRPORT.COM	Email	
Address	4000 International Lane Madison, WI 53704	Address	19866 Ashburn Road Ashburn, VA 20147

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: Rodney Knight, Airport Counsel
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	<i>Kimberly Jones</i>	<i>5/1/2020</i>
	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	<i>5/15/20</i>
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	<i>5/12/20</i>
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, May 12, 2020 10:38 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie
Subject: Contract #11678A
Attachments: 11678A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/12/2020 10:40 AM	
	Clow, Carolyn		
	Gault, David	Read: 5/12/2020 10:39 AM	
	Lowndes, Daniel	Read: 5/12/2020 10:48 AM	Approve: 5/12/2020 11:03 AM
	Stavn, Stephanie	Read: 5/12/2020 11:11 AM	

Contract #11678A
Department: Airport
Vendor: Telos Identity Management Solutions
Contract Description: Perform aviation channeling services including submittal of background and biometric data to TSA for security threat assessments (Res 005)
Contract Term: 11/1/18 – 10/23/23
Contract Amount: \$20,586

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Michelle Goldade

Administrative Assistant II
Dane County Department of Administration
Room 362, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Goldade, Michelle

From: Clow, Carolyn
Sent: Tuesday, May 12, 2020 12:57 PM
To: Goldade, Michelle
Subject: Approve: Contract #11678A

Goldade, Michelle

From: Gault, David
Sent: Tuesday, May 12, 2020 10:42 AM
To: Goldade, Michelle
Subject: Approve: Contract #11678A

Goldade, Michelle

From: Hicklin, Charles
Sent: Tuesday, May 12, 2020 10:41 AM
To: Goldade, Michelle
Subject: Approve: Contract #11678A

**AUTHORIZING FIRST AMENDMENT OF PURCHASE OF SERVICES AGREEMENT
WITH TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC**

Dane County Regional Airport
Agreement No. 11678

Telos Identity Management Solutions, LLC ("Telos") has been approved by the Transportation Security Administration ("TSA") to provide "aviation channeling services" to airports. Aviation channeling services involve the submittal of background and biometric data to TSA for security threat assessments used to qualify individuals for airport security clearances. Dane County Regional Airport ("DCRA") presently obtains aviation channeling services from Telos, and has negotiated an amendment to the Telos contract modifying the scope of services so that DCRA is to be furnished criminal history updates to ensure that those with airport security badges remain qualified for such security clearance under federal law. The amendment also extends the current purchase of services agreement through October 31, 2023, adds civil rights provisions required under federal law, and deletes certain minimum pay and insurance provisions that are now unenforceable pursuant to Wisconsin statutes.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are hereby authorized to execute on behalf of Dane County the above described First Amendment of Purchase of Services Agreement with Telos Identity Management Solutions, LLC.

DANE COUNTY
POLICY AND FISCAL NOTE

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
Sponsor: Supervisor <u>Rusk</u>		Resolution No. 2020 RES-005
Vote Required:		Ordinance Amendment No. _____
Majority <input checked="" type="checkbox"/> Two-Thirds <input type="checkbox"/>		

Title of Resolution or Ord. Amd.:

AUTHORIZING FIRST AMENDMENT OF PURCHASE OF SERVICES AGREEMENT WITH TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC.

Policy Analysis Statement:

Brief Description of Proposal -

Dane County Regional Airport has negotiated an amendment to the Telos contract to include criminal history updates to ensure persons with airport security badges remain qualified for airport security clearances. The amendment also extends the current purchase of services agreement through October 31, 2023, adds civil rights provisions required under federal law, and deletes minimum pay and insurance provisions that are unenforceable under Wisconsin Statutes.

Current Policy or Practice -

Telos Identity Management Solutions, LLC, under agreement number 11678, currently provides aviation channeling services to the Dane County Regional Airport.

Impact of Adopting Proposal -

Telos will provide additional services under the agreement extended to October 31, 2023.

Fiscal Estimate:

Fiscal Effect (check all that apply) -

- ☐ No Fiscal Effect
☐ Results in Revenue Increase
☒ Results in Expenditure Increase
☐ Results in Revenue Decrease
☐ Results in Expenditure Decrease

Budget Effect (check all that apply)

- ☒ No Budget Effect
☐ Increases Rev. Budget
☐ Increases Exp. Budget
☐ Decreases Rev. Budget
☐ Decreases Exp. Budget
☐ Increases Position Authority
☐ Decreases Position Authority
Note: if any budget effect, 2/3 vote is required

Narrative/Assumptions about long range fiscal effect:

Expenditure/Revenue Changes:

	Current Year		Annualized			Current Year		Annualized	
	Increase	Decrease	Increase	Decrease		Increase	Decrease	Increase	Decrease
Expenditures -					Revenues -				
Personal Services					County Taxes				
Operating Expenses					Federal				
Contractual Services	\$20,586		\$20,586		State				
Capital					Other				
Total	\$20,586	\$0	\$20,586	\$0	Total	\$0	\$0	\$0	\$0

Personnel Impact/FTE Changes:

None

Prepared By:

Agency: Airport	Division: Administration		
Prepared by: Rick Fairchild	Date: 4/21/2020	Phone: 246-3384	
Reviewed by: Gene Meyers	Date: 4/21/2020	Phone: 246-3391	



11678A

FIRST AMENDMENT OF PURCHASE OF SERVICES AGREEMENT FOR AVIATION CHANNELING SERVICES

Dane County Regional Airport
Agreement No. 11678

THIS FIRST AMENDMENT OF PURCHASE OF SERVICES AGREEMENT for Aviation Channeling Services (the "Amendment") is entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation ("County"), and Telos Identity Management Solutions, LLC, a company organized under Delaware law ("Provider"), and shall be effective as of the date it is fully executed by the authorized representatives of both parties.

WITNESSETH:

WHEREAS County and Provider are parties to Purchase of Services Agreement No. 11678 (the "Agreement") pursuant to which Provider furnishes to County aviation channeling services associated with the performance of criminal history records checks and security threat assessments related to the operation of the Dane County Regional Airport (the "Airport"); and

WHEREAS County and Provider desire to amend the Agreement to extend the term thereof, provide for the performance of criminal records update services, and establish the fees to be charged for Provider's performance under the Agreement as amended;

NOW, THEREFORE, County and Provider agree as follows.

1. The Agreement, as amended, shall remain in full force and effect unchanged in any manner by this Amendment except for those changes expressly set forth herein.
2. Section I of the Agreement is deleted in its entirety and replaced with the following:

TERM. This Agreement shall be deemed controlling as to the matters addressed herein from November 1, 2018 through October 31, 2023.

3. Section II A of the Agreement is deleted in its entirety and replaced with the following:
 - A. During the term of this Agreement, Provider shall provide aviation channeling services to enable County to comply with Transportation Security Administration standards for the submittal of biometric and biographical data to the appropriate federal agencies for the conduct of Security Threat Assessments ("STAs") and Criminal History Record Checks ("CHRCs") for Airport security clearance purposes. Additionally, Provider shall furnish County with updated criminal history record information obtained by Provider through the Federal Bureau of Investigation Record of Arrest and Prosecution Program ("Rap Back"). The Rap Back data and aviation channeling services and functionalities to be provided to County under this Agreement are listed and described in Exhibit A, attached to the First Amendment to Purchase of Services Agreement for Aviation Channeling Services entered into by the parties hereto.

4. Section V A of the Agreement is deleted in its entirety and replaced with the following:
 - A. Charges to County for Provider's performance of its obligations under this Agreement shall be as set forth in Exhibit B, attached to the First Amendment to Purchase of Services Agreement for Aviation Channeling Services entered into by the parties hereto.
5. Section XI of the Agreement is deleted in its entirety and replaced with the following:
 - XI. PROVISIONS REQUIRED BY FEDERAL LAW. The provisions in this Section XI are included in this Agreement as required by federal law.
 - A. General Civil Rights Provisions. Provider shall 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. This provision binds Provider and any subtier contractors from the contract solicitation period through the termination of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
 - B. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, Provider, its assignees, and successors in interest (in this Section XI collectively referred to as Provider) agrees as follows:
 1. Compliance with Regulations: Provider will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as set forth in Exhibit C, attached to the First Amendment to Purchase of Services Agreement for Aviation Channeling Services entered into by the parties hereto and fully incorporated herein, as they may be amended from time to time.
 2. Non-discrimination: Provider, with regard to the work performed by it under the terms of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including those involved in the procurement of materials, consulting, and the leasing of equipment. Provider will not participate directly or indirectly in discrimination prohibited by the Title VI List of Pertinent Nondiscrimination Acts and Authorities attached as Exhibit C to the First Amendment to Purchase of Services Agreement for Aviation Channeling Services entered into by the parties hereto, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Provider for work authorized under this Agreement to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential

subcontractor or supplier will be notified by Provider of the obligations of Provider and its subcontractors under this Agreement and the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in Exhibit C attached to the First Amendment to Purchase of Services Agreement for Aviation Channeling Services entered into by the parties hereto.

4. Information and Reports: Provider will provide all information and reports required by the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in Exhibit C attached to the First Amendment to Purchase of Services Agreement for Aviation Channeling Services entered into by the parties hereto, including all regulations, instructions and directives adopted or issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and regulations, instructions and directives adopted or issued pursuant thereto. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish the information, Provider will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event Provider fails to comply with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Provider until Provider is in compliance; and
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. Incorporation of These Provisions: Provider will include the provisions of this paragraph and the preceding paragraphs (1) through (5) in every subcontract under this Agreement, including subcontracts for the procurements of materials and leases of equipment, unless exempt under the Title VI List of Pertinent Nondiscrimination Acts and Authorities listed in Exhibit C attached to the First Amendment to Purchase of Services Agreement for Aviation Channeling Services entered into by the parties hereto, and the regulations, instructions and directives adopted or issued pursuant thereto. Provider will take action with respect to any subcontract, lease or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Provider may request County to enter into any litigation to protect the interests of County. In addition, Provider may request the United States to enter into the litigation to protect the interests of the United States.

- C. Provisions of 29 CFR part 201. This Agreement does, and any contracts and subcontracts entered into under authority of this Agreement shall, incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Provider has full responsibility to monitor compliance with 29 CFR part 201. Provider must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
- D. Requirements of 29 CFR Part 1910. This Agreement does, and any contracts and subcontracts entered into under authority of this Agreement shall, incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act of 1970, with the same force and effect as if given in full text. Provider and any subcontractors performing work under this Agreement shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. Provider shall comply with, and monitor the compliance of its subcontractors with, the Occupational Safety and Health Act of 1970, and shall address any claims or disputes that pertain to such Act directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
6. Section XII of the Agreement is deleted in its entirety and intentionally left blank.
7. Section XIV E, to read as follows, is added to the Agreement.
- E. Copies. A photocopy, facsimile, or electronic copy of this Agreement and any amendments hereto shall have the same effect for all purposes as an original.
8. Exhibits A, B, and C, referenced above, are attached to this Amendment and fully incorporated herein.

IN WITNESS WHEREOF County and Provider, intending to be bound hereby, have by their authorized agents executed this First Amendment of Purchase of Services Agreement for Aviation Channeling Services on the dates indicated below.

FOR TELOS IDENTITY MANAGEMENT SOLUTIONS, LLC:

Date Signed: 4/15/2020 Sharon King
SHARON KING, Senior Contracts Administrator

FOR DANE COUNTY:

Date Signed: _____
JOSEPH PARISI, County Executive

Date Signed: _____
SCOTT MCDONELL, County Clerk

EXHIBIT A

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Scope of Services and Functionalities Furnished by Provider

First Amendment of Purchase of Services Agreement for Aviation Channeling Services
Dane County and Telos Identity Management Solutions, LLC

Provider shall furnish the following DAC web based tabs and related services:

- *Home Page* – This page shall provide a snapshot view of current DAC activity at the Airport
- *Sponsor Tab* – With respect to current applicants for Airport security badges and current holders of Airport security badges, this tab shall include fingerprint type and Livescan device configuration; security badge type; selection of fingerprint agency codes; and identification of employers (employer information may be imported into the system)
- *Registration Tab*– This tab shall enable enrolling of new Airport security badge applicants into the system; including applicant registration by fingerprinting through web capture
- *Enrollment Tab* – This tab shall contain TSA records for Airport security badge holders and shall provide multiple search criteria for efficiently finding badge holder and badge applicant data including, with respect to each individual and individual record, searches by multiple case numbers, multiple employers, and multiple badges
- *Submission Tab* – Registration data is to be placed within this tab for review by County
- *Reports Tab* – This tab shall contain operational reports and information, including the number of active Airport security badge holders, financial reports related to the Agreement providing monthly charges to date, the prior month's invoice amount, and the current invoice amount; all reports shall be capable of being downloaded and saved to PDF, MS Excel and MS Word
- *Imports Tab* – This tab shall enable County to upload the spreadsheet required to be submitted pursuant to Security Directive ("SD") 1542-04-08G; Provider shall automate and submit the spreadsheet and any related documentation as required under SD 1542-04-08G
- *Other Services* – Provider shall furnish a weblink to the Fingerprint Results Distribution and the Fingerprint Store maintained by TSA; Provider shall set up and maintain the channeling system to allow County to print and save STA results in the system

Provider shall furnish County with the following Web-based channeling functions:

- I-9 document capture and upload to the Telos ID channeling solution to be submitted to TSA with Provider's submission of the CHRC (biometric) and STA (biographic) combined package
- Compile and provide bundled CHRC and STA submissions to TSA – no matching required prior to submission to TSA
- Submit Rap Back subscription and maintenance transactions to TSA
- Ability for one staff member to enter applicant data, and another staff member to review data prior to submitting to TSA
- Automated generation and submittal of monthly STA spreadsheet as required under SD 142-04-08G
- Retention of data for TSA as entered into the Telos ID channeling solution, to eliminate daily spreadsheet generation for STA data
- Automated Fingerprint Web Capture

EXHIBIT A

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EXHIBIT A

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General:

- Provider shall provide County with 24/7/365 access to Help Desk support, and training and teaching materials necessary for County personnel to fulfill their responsibilities related to the services and functionalities set forth above
- Provider shall furnish account management services related to the services and functionalities set forth above
- Provider is not responsible for DAC integration with third party systems or any cost associated with such integration

EXHIBIT A

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EXHIBIT B

Page 1 of 1

Charges for Services and Functionalities Provided by Provider:

Provider shall furnish the services and functionalities described in Exhibit A, attached to the First Amendment of Purchase of Services Agreement for Aviation Channeling Services, for the fees set forth below:

Fingerprint Submission Fee:

- \$15.00 per applicant for an Airport Security Badge security clearance at Dane County Regional Airport (the "Airport") providing fingerprints for channeling
- Included in the fingerprint submission fee is the submission to the TSA of required CHRC information, automated fingerprint web capture costs, data reconciliation, grandfathering and entry of existing security badge records into the DAC, account management, help desk services, and Airport staff training as required
- Any increase in the FBI CHRC (fingerprinting) fee charged to Provider will result in an increase in the fee charged by Provider for the CHRC (fingerprinting) data furnished to County, in the same monetary amount as the fee increase charged by the FBI.

Maintenance Fee:

- \$ 0.25 per month for each individual holding an active Airport security badge during any portion of the month that is the subject of an invoice submitted by Provider
- The Maintenance Fee includes the cost of channeling CHRC biographical data for a STA of each applicant providing fingerprints, and providing such data to the TSA in the required form and format

Record of Arrest and Prosecution ("Rap Back") Lifetime Subscription Fee:

- \$ 4.75 upon enrollment of a holder of an Airport security badge into the Rap Back program
- Any increase in the FBI Rap Back fee charged to Provider will result in an increase in the fee charged by Provider for the Rap Back data furnished to County, in the same monetary amount as the fee increase charged by the FBI.

General:

- The foregoing fees include all costs and charges to be billed to County by Provider for the full performance and provision of all services and functionalities listed on Exhibit A, attached to the First Amendment of Purchase of Services Agreement for Aviation Channeling Services.

EXHIBIT B

Page 1 of 1

EXHIBIT C

Page 1 of 1

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

First Amendment of Purchase of Services Agreement for Aviation Channeling Service

During the performance of the Agreement, Provider, its assignees, and successors in interest shall comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38);
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Title IX of the Education Amendments of 1972, as amended (prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)).
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance (establishing that national origin discrimination includes discrimination because of limited English proficiency). To ensure compliance with Title VI, reasonable steps must be taken to ensure that persons with limited English proficiency have meaningful access to covered programs (70 Fed. Reg. at 74087 to 74100);

EXHIBIT C

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