

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 201_, by and between the COUNTY OF CLINTON, a municipal corporation of the State of New York, having its principal offices located at 137 Margaret Street, Plattsburgh, New York, (the "County"),
and
the _____ with an address being _____, (the "Contractor").

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed as follows:

ARTICLE 1. TERM

The services of the Contractor shall commence on _____, 201_, and shall terminate upon the first to occur -- the completion of services, or December 31, 201_; or unless sooner terminated pursuant to Article 11 herein.

ARTICLE 2. COMPENSATION

The County shall pay to the Contractor, and the Contractor agrees to accept as full payment for the professional services furnished under this Agreement, an amount of money not to exceed the sum of \$____. All requests for payment shall be made on properly executed claim forms of the County and shall be paid only after approval by the County.

ARTICLE 3. SERVICES TO BE PERFORMED

The Contractor shall timely furnish and perform the services as set forth in this Agreement and contained in Schedule C ("Scope of Services to be Provided"), which is incorporated herein and made a part of this Agreement.

ARTICLE 4. AGREEMENT DOCUMENTS

This Agreement, together with the standard provisions and outline of services that may be annexed to this agreement, which shall be deemed an integral part of this Agreement and same are incorporated herein by reference as though more fully set forth at length herein shall constitute the Agreement documents.

ARTICLE 5. GENERAL LEGAL RESPONSIBILITY

In performing the services set forth in this Agreement, the Contractor shall comply with all existing and future Federal, State and Municipal laws, ordinances and regulations, including the provisions set forth in Schedule B ("Standard Provisions") and Exhibit 1. The Contractor further represents that it holds such license or operating certificate necessary for the fulfillment of the services required hereunder in full force and effect and will be responsible for maintaining and continuing said license or operating certificate in full force and effect throughout the term of this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

The Contractor represents that it does not employ an officer or employee of the County in connection with this Agreement and shall adhere to the Code of Ethics of the County and with the provisions of Article 18 of the General Municipal Law of the State of New York.

ARTICLE 7. SURETY AND INSURANCE

Contractor shall carry public liability insurance, property damage insurance, and Workers' Compensation insurance in amounts and carriers acceptable to the County according to the Clinton County Insurance Requirements attached as Schedule A ("General Insurance Requirements"), and shall save harmless the County from all claims, demands and causes of action arising from any act of commission or omission of the Contractor, its agents or employees in the execution of its work under this Agreement, including claims relating to labor and material furnished.

Original Certificates of Insurance, naming Clinton County as additional insured, must accompany the Agreement and be approved in accordance with the Clinton County Insurance Requirements.

ARTICLE 8. SUBLETTING AND ASSIGNING AGREEMENT

The Contractor shall not assign or transfer this Agreement or any interest herein without the prior written consent of the County.

ARTICLE 9. CHANGES IN AGREEMENT

Any change, modification or alteration to this Agreement shall be permitted only upon written mutual Agreement of the County and the Contractor.

ARTICLE 10. OWNERSHIP OF WORK PRODUCTS

All final written or tangible work products completed by the Contractor pursuant to this Agreement shall belong to the County. In the event of early termination, the Contractor agrees to promptly deliver all written and tangible work in progress to the County.

ARTICLE 11. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice of termination to the other party.

ARTICLE 12. JURISDICTION/VENUE

In the event of any question or dispute arising between the parties as to the interpretation of any term or condition of this Agreement, or with respect to any matter of compliance or non-compliance with the terms of this Agreement, resolution shall be governed by the Laws of the State of New York and the parties agree that such question or dispute shall be determined by the Supreme Court of the County of Clinton.

ARTICLE 13. EXTRA WORK

It is understood and agreed between the parties hereto that no claim for compensation not provided for in this Agreement shall be made unless prior approval for such compensation is evidenced by the execution of a Supplemental Agreement between the County and the Contractor.

ARTICLE 14. CONTRACTOR REPRESENTATION

By execution of this Agreement, the Contractor represents and warrants to the County that it has full authority to enter into this Agreement. This Agreement is a valid and enforceable obligation of the Contractor, enforceable against the Contractor in accordance with its terms except as such enforceability may be limited by applicable bankruptcy insolvency or similar laws in effect which affect creditor's rights generally.

ARTICLE 15. COMPLETE AGREEMENT

This Agreement contains the entire understanding between the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings between the parties and their officers, directors or employees. Except as expressly set forth in this Agreement, none of the parties has relied upon any oral information given to it by any representatives of either party.

ARTICLE 16. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and permitted assigns of the respective parties hereto.

ARTICLE 17. INDEMNIFICATION CLAUSE

Contractor agrees to defend, indemnify, and save harmless the County from any and all claim(s) arising out of services performed by Contractor under this Agreement, together with any claims arising out of negligent or tortuous acts or omissions of Contractor's officers, employees and agents, including indemnification for any and all costs, and reasonable attorney fees that the County may incur in the defense of any such claim(s).

ARTICLE 18. CORPORATE COMPLIANCE

The Contractor hereby acknowledges its responsibility to comply with the Clinton County Corporate Compliance Plan, effective January 27, 2010, concerning Medicaid false claims and whistleblower protection under the Federal Deficit Reductions Act of 2005 to the extent it may be exposed to County Medicaid transactions. The Contractor and all its affected employees should refer to the County's website for the County's Corporate Compliance Plan at www.clintoncountygov.com.

ARTICLE 19. NOTICE

All notices, requests, demands and other communications hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed as follows:

- (a) If to the County:
County of Clinton
137 Margaret Street, Suite 208
Plattsburgh, NY 12901

- (b) If to Attorney for County:
Jacqueline M. Kelleher
One Cumberland Avenue
P.O. Box 2947
Plattsburgh, NY 12901

ARTICLE 20. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been approved and the parties have executed the Agreement as follows:

Signatures:

Contractor:

Date

Department Head:

_____, Department Head Title
Department Head's Name

Date

Certificates of Insurance Approved:

Kim M. Kinblom
Deputy County Administrator

Date

County Attorney:

Jacqueline M. Kelleher, Esq.

Date

Chairperson, Clinton County Legislature:

Mark R. Henry

Date

SCHEDULE A

GENERAL INSURANCE REQUIREMENTS

CLINTON COUNTY

October, 2019

INSURANCE: Prior to commencement of any work under this contract and until completion and final acceptance of the work, the Contractors and Subcontractors shall, at their own expense, maintain the following insurance on its own behalf, and furnish Clinton County with certificates of insurance evidencing the same and reflecting the effective date of such coverage as follows:

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance, set forth below, as will protect the Contractor from claims which may arise out or result from the Contractor's operations and completed operations under the Contract with Clinton County and for which the Contractor maybe legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance and employer's liability insurance for all of the Contractor's employees employed at the site of the project. This includes sole proprietorships and officers of corporations who will be performing work on the job. **PROOF OF WORKER'S COMPENSATION INSURANCE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:**

- a) if coverage is obtained from an insurance carrier, on forms C-105.2 OR U-26.3
- b) if contractor/vendor is self-insured or participates in an authorized group self-insurance plan, on forms SI-12 OR GSI-105.2

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation insurance.

If the Contractor is legally exempt from obtaining workers' compensation insurance, proof of such exemption **MUST BE PROVIDED** on the following form:

- a) CE-200, Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage.

B. New York State Disability Benefits: Contractor shall maintain coverage as required by law for disability benefits. PROOF OF DISABILITY COVERAGE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:

- a) if coverage is obtained from an insurance carrier, on forms DB-120.1 OR DB-820/829
- b) if contractor/vendor is self-insured, on form DB-155

Please note that ACORD forms are NOT acceptable proof of New York State disability insurance.

If contractor/vendor is legally exempt from obtaining disability benefits coverage, proof of such exemption MUST BE PROVIDED on the following form:

- a) CE-200, Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage.

C. General Liability Insurance: The Contractor shall provide Commercial General Liability Insurance with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000) dollars per occurrence and TWO Million (\$2,000,000) in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following:

1. Completed Operations/Products Liability.
2. Broad Form Property Damage.
3. Personal and Advertising Injury Liability.
4. Independent Contractors
5. Clinton County, Clinton County Government Center, 137 Margaret Street, Plattsburgh, New York 12901, shall be listed as the Certificate Holder.

6. Clinton County, Construction Manager (if any), their officers, directors, partners, representatives, agents and employees, shall be included as Additional Insured with coverage to include products and completed operations to the Additional Insureds. Completed Operation Insurance needs to be maintained for three years after completion of the job.
7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory, with respect to any other collectible insurance for Clinton County, Construction Manager, and all other parties required to be named as additional insured.
8. Coverage is to be endorsed to waive any and all subrogation rights, contribution allocation or apportionment of damages or recovery rights against Clinton County.
9. Coverage is to be provided on an "occurrence" Basis with carriers licensed and admitted to do business in the State of New York or otherwise acceptable to Clinton County with an A.M. Best's rating of A- or higher.
10. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
11. There should be no exclusion under the policy that would exclude or limit coverage for claims under New York Labor Law 240 or 241.

D. Automobile Liability Insurance: The Contractor shall provide Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage limit of at least One Million (\$1,000,000) Dollars. Coverage is to be endorsed for Clinton County and all other parties to be named additional insured.

E. Additional Requirements:

1. Where an off project site property exposure exists with materials and supplies that will become part of the site property, evidence of insurance coverage is required (builders risk or installation floater). The Contractor, at its sole expense, shall furnish to Clinton County certificates of insurance and other required documentation evidencing the following coverage: "All Risk" Property Insurance on all materials, equipment and supplies

intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

2. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.
3. The Contractor shall file certificates of insurance prior to the commencement of work with Clinton County, and shall receive from Clinton County approval of the adequacy of protection and the satisfactory character of the Insurer.
4. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
5. The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility of liability under this Contract.
6. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against Clinton County and all other indemnities named in the contract.
7. Should the Contractor engage a Subcontractor, the same conditions will apply under this Contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain the limits of liability of not less than One Million (\$1,000,000) Dollars per occurrence and in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.
8. For Umbrella Liability Limits of One Million (\$1,000,000) CSL per Occurrence, One Million (\$1,000,000) Aggregate, coverage is to be endorsed for Clinton County and all other parties to be named as additional insured.

Contractor shall also provide coverage described below if this box is checked.

F. Owners Protective Liability Coverage: The Contractor shall provide Owners Protective Liability Insurance that meets the following requirements:

1. The policy shall be written in the name of the project owner.
2. The limits of liability shall be equal to or greater than \$1 million Occurrence, Combined Limit and \$2 million General Aggregate.
3. The policy shall be purchased by the Contractor

(October 2019)

SCHEDULE A

PROFESSIONAL/MALPRACTICE SERVICE PROVIDER INSURANCE REQUIREMENTS

CLINTON COUNTY

October, 2019

INSURANCE: Contractor/vendor shall not commence work under this Agreement until the contractor/vendor has obtained all insurance required under the following paragraphs and such insurance has been approved by the County of Clinton.

- A. Professional Liability Insurance:** The professional service provider will have complete responsibility for the costs of health and disability insurance, as well as the cost of Liability/Malpractice insurance. The professional service provider will carry Professional liability insurance of no less than \$1,000,000 (one million dollars) per incident and furnish a Certificate of Insurance to the County of Clinton.

The professional service provider agrees that during the term of this contract, he/she shall maintain, at his/her sole expense, an insurance policy in the amount of \$1,000,000 (one million dollars) per incident. Said insurance policy shall insure professional service provider against any and all claims arising out of or related to his/her rendering of, or failure to render, professional services. A copy of an insurance certificate confirming Professional Liability insurance shall be presented to the Clinton County insurance office for review.

- B. Workers' Compensation Insurance:** Contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance and employer's liability insurance for all of the Contractor's employees employed at the site of the project. This includes sole proprietorships and officers of corporations who will be performing work on the job. PROOF OF WORKER'S COMPENSATION INSURANCE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:

- c) if coverage is obtained from an insurance carrier, on forms C-105.2 OR U-26.3
- d) if contractor/vendor is self-insured or participates in an authorized group self-insurance plan, on forms SI-12 OR GSI-105.2

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation insurance.

If the Contractor is legally exempt from obtaining workers' compensation insurance, proof of such exemption MUST BE PROVIDED on the following form:

- b) CE-200, Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage.

C. New York State Disability Benefits: Contractor shall maintain coverage as required by law for disability benefits. PROOF OF DISABILITY COVERAGE MUST BE PROVIDED ON THE FOLLOWING FORMS ONLY:

- c) if coverage is obtained from an insurance carrier, on forms DB-120.1 OR DB-820/829
- d) if contractor/vendor is self-insured, on form DB-155

Please note that ACORD forms are NOT acceptable proof of New York State disability insurance.

If contractor/vendor is legally exempt from obtaining disability benefits coverage, proof of such exemption MUST BE PROVIDED on the following form:

- b) CE-200, Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage.

SCHEDULE B

STANDARD PROVISIONS

I. This Agreement shall be deemed executory only to the extent of money available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County of Clinton beyond the compensation provided for in this Agreement.

II. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

- (a) In hiring of employees for the performance of work under or pursuant to this Agreement for the manufacture, sale or distribution of materials, equipment or supplies, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work in which the employment relates.
- (b) No contractor, subcontractor, nor any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the Contractor by the County under this Agreement a penalty of \$100 (one hundred dollars) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms and conditions of this section of the Agreement.
- (d) This Agreement may be cancelled or terminated by the County and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Agreement.
- (e) The aforesaid provisions of this section covering every agreement for or on behalf of the County or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

III. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor's Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, and will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

Contractor warrants that it is in compliance with the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this Agreement, comply in all respects with the provisions of the Act and its implementing regulations.

IV. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it neither holds itself out as nor claims to be an officer or employee of the County by reason thereof, nor will it make any claim, demand or application to an officer or employee of the County for, including but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

V. Should any claim or demand be made, or any action brought against the County in any way relating to this Agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor.

VI. The Contractor shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this Agreement. Such books and records shall be kept available for examination by qualified personnel of the County and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this Agreement and for six (6) years from the date of final payment hereunder.

VII. If part or all of the performance hereunder is to be conducted through subcontractors with other entities, then the Contractor agrees that it shall make the provisions of this article, a formal part of all such subcontracts which shall specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the County and/or the New York State Department of Audit and Control.

VIII. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

SCHEDULE C

SCOPE OF SERVICES TO BE PROVIDED

This section must be provided by the Department processing the contract.

Exhibit 1
(As Required Under Title VI of the Civil Rights Act of 1964)

Contractors, Subcontractors, Suppliers, and Manufacturers

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Clinton County or the NYSDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the County, or the New York State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Clinton County and the NYS Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to: withholding of payments to the contractor under the contract until the contractor complies, and/or; cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the County enter into such litigation to protect the interests of the County and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Compliance with Non-Discrimination Statutes and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination 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); and 49 CFR Part 21.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- 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 the 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, which 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 C.F.R. 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, which ensures 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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).