

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
BRIDGE IMPROVEMENT GRANT AGREEMENT
FOR PRELIMINARY ENGINEERING – STATE ADMINISTRATION

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the “STATE,” and the city of Rapid City, South Dakota, referred to in this Agreement as the “CITY.”

BACKGROUND:

1. The STATE has funding available for preservation, rehabilitation, or replacement of eligible local public agency bridges. The funding is only available for bridges located on local public roads.
2. The CITY has applied for and the STATE has awarded to the CITY a Bridge Improvement Grant (“BIG”) for preliminary engineering for structure number 52-391-316, project number BRO 8052(00)23-1, PCN 099D, referred to in this Agreement as the “PROJECT.”

THE STATE AND THE CITY MUTUALLY AGREE AS FOLLOWS:

1. The CITY applied for and was awarded a BIG for preliminary engineering for the PROJECT.
2. The STATE issued a letter on August 25, 2022 notifying the CITY of the award of the BIG. The letter of award is attached to and incorporated in this Agreement as **Exhibit A**.
3. This Agreement is effective on the date of the letter of award attached as **Exhibit A**. The preliminary engineering work contemplated by this Agreement will be completed no later than three years from the date of the letter of award. No reimbursements will be processed by the STATE for work performed after the date of August 25, 2025.
4. The CITY will select a professional engineering firm from the STATE’S current consultant retainer list for the bridge design category of work.
5. The STATE will hire the professional engineering firm selected by the CITY to perform the preliminary engineering for the PROJECT. The scope of the preliminary engineering services to be performed is identified in the attached **Exhibit B**.
6. The STATE will invite the CITY, and the CITY will participate in, all planning, scoping, and inspection meetings held in connection with the PROJECT.
7. The STATE will submit to the CITY a draft type, size, and location (TS&L) report for the PROJECT for the CITY’S review and comment. The CITY will review the TS&L and provide the CITY’S comments to the STATE. The STATE will address, in writing, all comments made by the CITY to the CITY’S satisfaction.
8. The STATE will directly pay the professional engineering firm for all PROJECT costs.
9. The STATE will be responsible for eighty percent (80%) of eligible PROJECT costs not to exceed the maximum BIG amount of sixty-eight thousand, four hundred dollars (\$68,400). The CITY will reimburse the STATE for the CITY’S twenty percent (20%) match on eligible PROJECT costs. Once the total BIG amount has been paid, the CITY will be responsible for one hundred percent (100%) of all remaining PROJECT costs. The CITY will also be one hundred percent (100%) responsible for any PROJECT costs incurred prior to the date of the letter of award. The CITY will reimburse the STATE within thirty (30) days of receipt of a billing from the STATE.
10. The CITY certifies the CITY has a conflict of interest policy and enforces said policy.

11. The CITY certifies the CITY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The CITY will display the filed IRS Form 990 on the CITY'S website immediately upon filing.
12. The CITY certifies the CITY employs an effective internal control system.
13. The CITY certifies the CITY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The CITY further certifies audits are displayed on the CITY'S website.
14. The CITY will include provisions in the CITY'S contracts and subcontracts requiring the CITY'S contractors and subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE, all in a manner consistent with this Agreement. The CITY will cause the CITY'S contractors, subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
15. The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of the CITY'S performance under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.
16. All PROJECT charges will be subject to audit by the STATE. The CITY and the CITY'S contractors and subcontractors will keep accounting records clearly identified with this Agreement, and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.
17. Upon reasonable notice, the CITY and the CITY'S contractors and subcontractors will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CITY will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement.
18. The CITY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit C**.
19. The CITY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.
20. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.
21. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
22. The parties may terminate this Agreement by mutual written agreement. The STATE may also terminate this Agreement if the CITY breaches any terms of this Agreement. If the STATE terminates this Agreement due to the CITY'S breach, then any payments owed to the CITY at the time of termination may be adjusted to cover any additional costs to the STATE because of the CITY'S breach. The adjustment of payments will be in addition to any other remedies the STATE may pursue as a result of CITY'S breach, and the STATE does not waive these other remedies by making a payment adjustment. If termination is not due to a breach by the CITY, then the CITY will

be paid for eligible PROJECT costs incurred up to the date of termination, subject to the maximum limiting amount of the BIG.

23. The CITY must comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CITY must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.
24. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
25. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
26. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.
27. The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached to this Agreement as **Exhibit D**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into the same.

City of Rapid City, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: Mayor

Its: Program Manager,
Administration Program

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(CITY SEAL)



Division of Secretariat
Office of the Secretary
700 E. Broadway Avenue
Pierre, South Dakota 57501
605.773.5105
dot.sd.gov | sd511.org

August 25, 2022
BIG Notice to Proceed Date

City Council
City of Rapid City

NOTICE OF AWARD


2023 Preliminary Engineering Bridge Improvement Grant
Structure Number 52-391-316
Project Number BRO 8052(00)23-1, PCN 099D
Grant Amount = \$68,400 (80%)

To whom it may concern;

I am pleased to inform you that the South Dakota Transportation Commission approved a Local Bridge Improvement Grant (BIG) in the amount shown above for the noted structure during their August 25, 2022, commission meeting. A funding agreement and specific information and documents for this grant will be sent to you at a later date.

If you have questions, please feel free to contact Doug Kinniburgh at 605.773.4284.

Sincerely,


Joel Jundt
Secretary

Attachment
cc: City Engineer
File

M E M O R A N D U M

DATE: DATE

TO: CONSULTANT

FROM: NAME, TITLE
Local Government AssistanceSUBJECT: **2023 BRIDGE IMPROVEMENT GRANT, Grant Cap = \$NN,NNN (80% of Total)**
Total Design Cost under Grant Cap = \$ _____
PROJECT NUMBER, COUNTY/CITY, PCN
STRUCTURE NUMBER & LOCATION FROM DATABASE**NOTICE TO PROCEED FOR THIS WORK ORDER WILL BE DATED AUGUST 25, 2022 (AWARD DATE)**
Cost proposal to be used from the Bridge Improvement Grant application unless otherwise notified.

----- County/City has requested that your firm be employed to complete the work as defined in the following scope of services. Please submit billings to **Local Government Assistance in care of Coleen Kusser** (coleen.kusser@state.sd.us), **Consultant Services Specialist**.

Bridge Improvement Grant Work Order Requirements for Survey and Hydraulics

SCOPE OF SERVICES TEMPLATE – Survey & Hydraulics

1. **Field survey for completion of the Drainage Data Information and Contour Map.** The information required for placement on these sheets is listed below. An example is attached containing the required information.
 - Stationing from south to north or west to east.
 - Beginning and ending stations of the current structure.
 - Proposed and in-place gradelines.
 - Stream profile. (Including a table of stations and elevations for each shot taken.)
 - Sea level datum is required. Stations, elevations, and offsets from and descriptions of permanent objects will be required for project benchmarks. (The High Accuracy Reference Network (HARN) map and the County Bench Mark map for the State of South Dakota can be found at the following web site – <https://dot.sd.gov/doing-business/engineering/design-services/surveyors>)
 - Include an electronic file (DGN) containing the plan/profile of the in-place gradeline at the structure. (This will be submitted with the final hydraulics and only when the replacement structure will be a bridge. The Consultant will submit this file through the LGA SFTP site.)
 - Landowners with their addresses, phone numbers, and location of property.
 - Utilities with their addresses, phone numbers, and locations along the project.
2. **Field survey as necessary for preparation of construction plans.** Required information is listed below.
 - Establishment of transit points, land ties and benchmarks as well as cross sections and topography. (Stations, elevations, and offsets from permanent objects will be required for project benchmarks.)
 - Project limits as established by consultation with the [County Highway Superintendent / City Engineer](#).
 - Additional legal survey as required for preparation of right-of-way plats.
 - The geometrics of horizontal and vertical alignment in accordance with the Local Roads Plan design standards.
 - Survey notes are to be retained on file with the Consultant for subsequent use in the preparation of construction plans and are to be available to the [County / City](#) upon request.

It is anticipated that this item will permit the issuance of a separate work order (after the Type, Size and Location (TS&L) Inspection) for the development of construction plans with no further survey needed.

3. **Photo Documentation and Record Search of the Structure as defined in Attachment #2.**
4. **Preliminary Hydraulic Design Report, Plan/Profile Sketches (Preliminary Hydraulic Layouts) and gradelines, Electronic Copy of Hydraulic Model, Draft Hydraulic Design Report in accordance with the newest version of the South Dakota Drainage Manual, and cost estimates for all proposed structure alternatives. THE DESIGN YEAR FOR THIS SITE SHALL BE IN ACCORDANCE WITH THE LOCAL ROADS PLAN (SPECIFICALLY BY FUNCTIONAL CLASSIFICATION). (More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.)** The newest version of the South Dakota Drainage Manual is available at the following location: <https://dot.sd.gov/doing-business/engineering/design-services/forms-manuals> . Guidance and an example Final Drainage Memo/Letter can be found in Chapter 6 of the manual. **The current preliminary hydraulic data sheet to be used can be found in the folder under "000 LGA General Info and Docs" located on the Consultant's LGA SFTP site.** Directions for filling out the form can be found at the same location. All items will be submitted to the Local Government Assistance Office for distribution to SDDOT personnel for review for compliance with minimum required State and Federal standards. Necessary revisions shall be provided in writing by the SDDOT and shall be forwarded to the Consultant by the Local Government Assistance Office. Necessary revisions shall be completed by the consultant and the Revised Draft Hydraulic Design Report submitted within 2 weeks of receipt of revisions from LGA. The Consultant is wholly responsible for the accuracy of the design calculations and the independent check design calculations.

Note for Box Culverts/Pipe Options and Plans: The US Army Corps of Engineers requires all culverts/pipe where aquatic organism transport is present to have a flow line sunk 1'. If a box/pipe is included in the options, it should be clearly noted that the flowline has been sunk to the required 1'. If the selected structure is a box culvert or pipe, project plans and the final hydraulic data sheet should show that the box or pipe has been sunk to the required 1'.

Items 1. through 4. shall be accomplished by **DATE**. Please refer to the checklist in **Attachment #1** for the packet of items that shall be submitted to the Local Government Assistance Office.

5. **Attendance at the TS&L inspection, assistance in the selection of the type, size and location of the replacement structure.**
6. **Report of Foundation Investigation.** This will be provided by the SDDOT Geotechnical Engineering Activity.
7. **Obtain Traffic Data.** Conduct field study to obtain 24-hour traffic volumes for existing structure. Data shall be gathered using a mechanical or electronic device. Study shall be conducted on a typical weekday (Tuesday-Thursday) from midnight to midnight. Report of traffic data shall include structure number, counter brand, serial number, date collected, and total volume.
8. **For Structure Chosen at TS&L: Final Hydraulic Design Report, Final Hydraulic Data Sheet (use the current data sheet found on the LGA SFTP site in the "000 LGA General Info & Docs" folder.) Hydraulic Model with existing and proposed conditions, and if the structure selected is a bridge, Scour Memo summarizing hydraulic scour calculation, Scour Calculation, and Berm Slope Protection Recommendations (if applicable.)**

This information shall be submitted within 60 days of the date of the Report of Foundations Investigation.

9. The **Overall Completion Date** of this work order shall be **December 31, 2026**. (Please note that this date is after the expiration of the Bridge Improvement Grant in the event of an extension to help eliminate the need for an amendment. Billings on this work order are only reimbursable up to the overall completion date of the Bridge Improvement Grant.)

All information and data shall be submitted, and all questions and requests shall be directed to the Local Government Assistance Office. Please refer to the checklist in **Attachment #1** for the TS&L Packet of items that shall be submitted to the Local Government Assistance Office.

Attachment #1
Bridge Improvement Grant
Checklist for Survey and Hydraulics Work Order TS&L Packet

[These items must be submitted to DOT/Local Government Assistance.](#)
[If any of these items are missing, the full packet will be returned for completion and resubmission to this office.](#)

Project Number _____ County _____ PCN _____

Survey Sheets and Contour Map (submit as PDF and DGN files) including the following information:

Stationing from south to north or west to east

Beginning and ending stations of the existing structure

Beginning and ending stations of proposed structures

Proposed and existing gradelines

Stream profile and cross sections (Downstream to upstream direction including a table showing stations and elevations for each shot taken)

Elevation and location of buildings and other structures

Survey information using sea level datum and showing station, elevation, offset, and physical description of each project benchmark

Landowner names, addresses, phone numbers, and legal descriptions of their property

Utility names, addresses, phone numbers, and locations along the project

Photo Documentation and Historical Record Search of the Structure (including list of files or repositories searched) as defined in Attachment #2. (In the event that nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.)

NOTE: THE DESIGN YEAR FOR THIS SITE SHALL BE IN ACCORDANCE WITH THE LOCAL ROADS PLAN (SPECIFICALLY BY FUNCTIONAL CLASSIFICATION).

Preliminary Hydraulic Data Report (use current data sheet found on the LGA SFTP site in the "000 LGA General Info & Docs" folder) including the following information:

Calculated flows

Inplace conditions (Ordinary High Water Elevation, HW₁₀₀, Vmax, OTfr)

Proposed conditions for each option (HW₂, HW₁₀, HW₂₅, HW₁₀₀, Vmax Qot, OTfr, ELOvertop)

Ordinary High Water Elevation Shown on Cross-Sections (vegetation elevation on stream banks – approx. 2-year flow)

Observed High Water Elevation (identifiable high water mark)

Electronic copy of Hydraulic Model of existing and proposed conditions

Plan and profile sketches (preliminary hydraulic layout sheets) for the existing structure and proposed gradelines for each option (submit as PDF and DGN files.) More than one feasible alternative is required. This includes options on different

alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.

- Cost Estimates (including design and construction engineering and construction costs for each option)
 - Revised Draft Hydraulic Report
-

For Structure Chosen at TS&L - DUE WITHIN 60 DAYS OF THE REPORT OF FOUNDATIONS INVESTIGATION

- Final Hydraulic Design Report
- Final Hydraulic Data Sheet (use current data sheet found on the LGA SFTP site in the "000 LGA General Info & Docs" folder)
- Hydraulic model with existing and proposed conditions
- Scour memo, scour calculations, and berm slope protection recommendations (Bridges Only)

Attachment #2
Local Government Assistance
Photo Documentation and Record Search of the Structure

The information defined below will satisfy one of the requirements of the State Historic Preservation Society in clearing the structure for removal.

Photo Documentation of the Structure

- Site map and photo log of all photos**
- Photos will be taken of: (*at minimum*)**
 - Full views of the structure's primary elevations
 - Close-ups of any decorative, character-defining or structural features
 - General views of the bridge and its environment
- Photos will be labeled as follows:**
 - Photo Number - from photo log and site map
 - Name and Address of property – if property does not have legal address then please note either the Universal Transverse Mercator (UTM) or the legal location down to the quarter section.
 - Month and Year of photograph
 - Description of view, including camera direction (cardinal direction – N, S, E, W)
- Photos will be submitted in one of the following formats:**
 - Digital Photographs
 - At least 2000 X 3000 pixels at 300 dpi
 - Saved as TIFFs submitted on CDs
 - 35mm Black and White Photographs
 - 35mm black/white film printed on black/white photographic paper
 - Both prints and negatives submitted

Historical Record Search of the Structure

- Any or all of the following are needed:**
 - Reports – maintenance or otherwise indicating modifications to the original structure – what was done and why
 - Any Photographs of the original structure (not inspection photos; not photos referenced in this work order)
 - Original Drawings
 - Original Plans
 - Any other documentation
- Names of Files or Repositories (courthouse, county historical society, etc.) Searched**

If possible, provide the original copy of this information. If not, submit the information in the following format. High quality clear Xerox copies of any reports, drawings, or plans; and photographs scanned at 600 dpi, saved as TIFFs, and submitted on a CD.

If these documents are not otherwise restricted through state or federal law; submit them to the SDDOT/Local Government Office for submission to the South Dakota State Historical Society for public use and reproduction. In the event that nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract 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 the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the CITY, 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 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;
- 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).
