

**El Paso  
Metropolitan Planning Organization**

**TRANSPORTATION POLICY BOARD AGENDA PROJECT SUMMARY**

**February 22, 2019**

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**AGENDA ITEM NO. 5:**

Discussion an Action to approve recommendation from the Executive Committee on hiring Legal Services and approving contract.

**ACTION REQUESTED:**

Approval required.

**SUPPORT INFORMATION:**

- Cost
- Qualifications
- EPMPO Legal Service Consulting Agreement

**DISCUSSION/OPTIONS:**

Item will be discussed at TPB meeting.





Purchasing & Strategic Sourcing Department

Mayor  
Dee Margo

Negotiations  
January 25, 2019  
Contract Number: RFQ 2018-1708R Legal Services (Re-Bid)  
Page 2 of 2

City Council

ATTACHMENT "A"

District 1  
Peter Svarzbein

Proposal Cost

District 2  
Alexsandra Annelo

ITEM	DESCRIPTION	UNIT	ESTIMATED ANNUAL QTY	PRICE	EXTENDED TOTAL (Estimated Annual Qty X Price)
1.	Legal Services	Hour	80	\$ 365 <sup>00</sup>	\$ 29,200

District 3  
Cassandra Hernandez

District 4  
Dr. Sam Morgan

District 5  
Isabel Salcido

District 6  
Claudia Ordaz Perez

- Minimum time billing increment: \_\_\_\_\_
- Name and Location of attorney in El Paso, TX assigned to this contract:

District 7  
Henry Rivera

o Name: Thomas A. Forbes

District 8  
Cissy Lizarraga

o Address: Kemp Smith LLP

221 N. Kansas

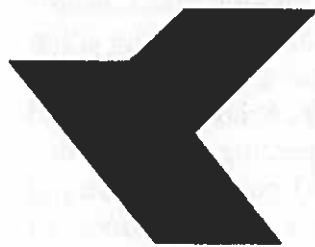
City Manager  
Tommy Gonzalez

Suite 1700  
EL PASO, TX 79901

**RESPONSE TO REQUEST FOR QUALIFICATIONS  
FOR LEGAL SERVICES  
SOLICITATION NO. 2018-1708R**

BY:  
KEMP SMITH LLP  
221 N. KANSAS, SUITE 1700  
EL PASO, TX 79901

Primary Contact  
Thomas A. Forbes  
915.533.4424  
512.320.5466  
[tom.forbes@kempsmith.com](mailto:tom.forbes@kempsmith.com)



**KEMP SMITH LAW**

Offered by Kemp Smith LLP

By *Thomas A. Forbes*

Thomas A. Forbes  
Authorized Representative

## INTRODUCTION

Founded in 1866, Kemp Smith has over 150 years of experience serving our clients, communities and profession. Kemp Smith is the largest firm in El Paso and has offices in Austin, TX and Las Cruces, NM.

The firm has 41 lawyers, many who have been selected as 2018 *Texas Super Lawyers* by publisher Thomson Reuters, as 2018 Rising Stars by publisher Thomson Reuters, as 2019 *Best Lawyers in America* by Woodward/White publishers, or listed in *Chambers USA*. These attorneys practice in Business (Allan Goldfarb, Terry Johnson, Carl Ryan, and Gene Wolf), Public and Environmental Law (Tom Forbes, Darcy Frownfelter, Drew Miller, and Deborah Trejo), Labor & Employment (C.B. Burns, Abe Gonzalez, Charles High, Scott Kendall, Mike McQueen, and Gilbert Sanchez), and Trial (Richard Bonner, James W. Brewer, Randy Grambling, Scott Mann, Rachel Moreno, Shelly Rivas, Ken Slavin, and Sean White). C.B. Burns was ranked by *Chambers USA* in the top 40. Charlie High was selected for inclusion in the Top 50 Lawyers in the Central and West Texas Region by *Super Lawyers*. Tom Forbes was named the 2017 Lawyer of the Year in Government Affairs in the Austin Region by Best Lawyers. Richard Bonner and Jim Curtis are two of the three El Paso lawyers who are Fellows in the American College of Trial Lawyers.

The firm is active in the American Bar Association, the State Bars of Texas and New Mexico, the El Paso Bar Association, the Austin Bar Association, various industry-related organizations, and in the community.

All of the lawyers at Kemp Smith are licensed to practice law, including fifteen attorneys who are licensed in both Texas and New Mexico, and two who are licensed only in New Mexico. All of the lawyers at Kemp Smith have a Juris Doctor degree from an accredited law school.

Kemp Smith has extensive experience in representing governmental bodies and private clients as their general counsel. These services include all of the activities listed in the Scope of Work of this RFQ. Our firm has over 100 years of experience advising clients about legal issues, counseling boards of directors, rendering opinions on legal issues, assisting staffs and directors in the implementation of their responsibilities, assisting with communicating about complex issues, advising as to strategy, negotiating complex issues and transactions, and performing all other legal services the MPO may require. Since 1997, we have served as the general counsel for the Edwards Aquifer Authority, performing many of the same tasks required here. Additionally, we are either general or special counsel for other public bodies, including El Paso Water Utilities, the Texas General Land Office, New Mexico State University, the El Paso Independent School District, and the El Paso Public Service Board. We regularly represent these clients regarding administrative law, in Texas, New Mexico and federal courts, before regulatory bodies, the Texas Legislature and the U.S. Congress. We have also represented clients in dealings with the Texas Department of Transportation and the United States Department of Transportation.

Members of our firm are experts in the practice of administrative law, and maintain designations from the Texas Board of Legal Specialization. Our lawyers practice regularly in the Texas and New Mexico courts and are well versed in court practices and procedures. We are familiar with the practice of criminal law and attorneys in the firm have practiced criminal law, although the

firm does not regularly practice in this area. If necessary, we associate with counsel with additional expertise in criminal law. Our lawyers appear regularly in all Texas and New Mexico courts, and have a reputation as being well prepared and knowledgeable about judicial procedures and the rules of evidence.

We regularly attend board and other meetings, provide advice regarding complicated and controversial issues, research legal issues, and represent our clients in court and negotiate solutions. Through our representation of clients such as the Edwards Aquifer Authority, the Texas General Land Office, New Mexico State University and numerous regional governmental bodies, we have dealt with many, if not all, of the issues contemplated by this RFQ.

We are familiar with federal, state and local requirements governing transportation planning including the Code of Federal Regulations, the Texas Transportation Code, Local Government Code, Government Code, and Texas Administrative Rules, and have designated one of our team lawyers to monitor developments regarding these requirements, as they develop. We regularly advise clients regarding the Open Meetings Act, and have done so for more than 20 years.

As described in this proposal, we have many years of experience representing governmental bodies and those who appear before them. We keep abreast of precedents (and have participated in court, administrative, and legislative proceedings which establish many of them) that are applicable to governmental activities.

Our firm maintains highly skilled staff and lawyers, trained to use computers and software and other technology to best serve our clients. We have a list of clients and projects, set out in this proposal, which demonstrates our ability to develop, implement and administer goals, objectives and procedures for effectively serving the EPMPO. Our work as counsel for numerous public bodies, the service of our lawyers as advisors and members of corporate boards, and over 150 years of effectively serving clients, gives Kemp Smith the ability to analyze problems, provide alternatives, identify solutions to support goals, project consequences and implement recommendations.

We will dedicate a team of Kemp Smith lawyers who, collectively, have the required expertise to render all of the services set out in the Scope of Work. The team will be coordinated by Kemp Smith partner Tom Forbes. We will use our skilled team, along with all of the other resources of Kemp Smith, to identify and respond to EPMPO Board issues, concerns and needs. In addition, we will use other Kemp Smith lawyers should a particular issue require another lawyer in our firm.

## **OFFEROR'S PROPOSAL**

### **Experience and Qualifications**

#### **Professional Experience working with MPOs and DOTs**

We have represented clients in dealings with the Texas Department of Transportation and U.S. Department of Transportation, including negotiation and advocacy. Additionally, we have assisted the leadership of the El Paso Chamber of Commerce regarding transportation projects, including facilitating meetings with the Chairman of the Board of TxDOT and TxDOT executives.

We also have previously represented a client regarding rulemaking at the U.S. Department of Transportation in connection with the regulation of drones, altitude limitations and other matters. This included meetings with members of Congress and relevant officials at the U.S. Department of Transportation.

#### **Kemp Smith's Experience Representing Governmental Entities**

Our lawyers represent governmental entities as general and special counsel. Many of these engagements are similar in size and scope to the Scope of Work in the RFQ.

Kemp Smith represents numerous governmental entities including:

- Edwards Aquifer Authority
- El Paso County Attorney
- El Paso Water Utilities
- Hemphill County Underground Water Conservation District
- Montgomery County
- New Mexico State University
- Texas General Land Office

Matters for these clients have included contract negotiation and implementation, litigation, regulatory takings, hazardous waste remediation, and mineral rights, rulemaking, contested case hearings, matters before other agencies, real estate issues, business transactions, and rendering legal opinions.

#### **Edwards Aquifer Authority**

Kemp Smith has served as general counsel for the Edwards Aquifer Authority for over two decades. In this role, the firm regularly advises the EAA on groundwater management planning, permitting, enforcement, regulatory, open government, transactional and board governance matters, including the management of litigation.

### El Paso Independent School District

Mark Osborn and others in the firm have represented the El Paso Independent School District (EPISD) for a few years in a variety of areas including contracting, intellectual property matters, contract disputes, claims asserted against EPISD, and investigative matters. Mark's work primarily has been to provide advice to EPISD's general counsel and to assist the general counsel in dealing with disputes raised by other parties.

### El Paso County

Mark Osborn and others in the firm have represented El Paso County for several years in a variety of matters primarily involving disputes or claims raised by other parties. These include lawsuits and providing advice to the El Paso County Attorney. Often this work arises in matters in which the El Paso County Attorney's Office has a conflict preventing it from representing the County or its officials or employees.

### Texas General Land Office

Kemp Smith represents the General Land Office in trial and appellate litigation involving Permanent School Fund lands and mineral rights, including in real property disputes before state and federal courts.

### Hemphill County Underground Water Conservation District

Kemp Smith has served as general counsel for the Hemphill County Underground Water Conservation District for more than a decade. In that role, the firm regularly advises the Hemphill District on groundwater management planning, permitting, enforcement, regulatory, open government, transactional and board governance matters. For many years, the firm represented the Hemphill District in administrative litigation, defending the District's groundwater management approach.

### El Paso Water Utilities

Kemp Smith has represented El Paso Water Utilities for more than eighteen years in a wide variety of areas including environmental, water, and utility law. The firm represents EPWU in matters before state and federal agencies, including the Texas Commission on Environmental Quality and the United States Environmental Protection Agency. The firm has helped EPWU obtain permits and other authorization from such agencies, and has worked on numerous regulatory, enforcement and transactional matters for that client.



Other Representation

Children's Advocacy Center of Texas, Inc.

Kemp Smith advises this nonprofit membership organization that contracts with the state and federal government, and receives public and private grants regarding contracts, agreements with public bodies such as police and sheriff's departments, the Governor's Office and the Office of the Attorney General.

State of Maine

Prior to joining Kemp Smith, Tom Forbes was retained by the State of Maine to represent its interests in Texas. Maine was a member of an interstate compact made up of Texas, Maine and Vermont. Tom also represented Maine in its withdrawal from the compact. This representation included negotiations and advocacy with the Texas Governor and Attorney General.

British Consulate General

Prior to joining Kemp Smith, Tom Forbes represented the British Government opposing legislation in the Texas Legislature regarding Texas' public pension funds. This engagement required advocacy at the Legislature, meetings and briefings with officials from the British Embassy in Washington and the British Consulate General in Houston.

**STATE OF TEXAS                    §**  
**§**  
**COUNTY OF EL PASO          §                   CONSULTING AGREEMENT**  
**§                   (Legal Services)**

This Consulting Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the El Paso Metropolitan Planning Organization (“EPMPO”) for the El Paso Urban Transportation Study Area, and Kemp Smith, LLP. (“Kemp Smith”), to-wit:

**WITNESSETH:**

**WHEREAS**, the EPMPO is the designated metropolitan planning organization that serves as a forum for cooperative transportation decision-making by state and local governments and local transportation planning agencies in the EPMPO study area; and,

**WHEREAS**, the Transportation Policy Board (TPB) of EPMPO, has determined that professional legal services to the EPMPO is necessary; and,

**WHEREAS**, Kemp Smith has the necessary knowledge, experience and expertise to assist the EPMPO in providing professional legal services; and,

**WHEREAS**, the EPMPO wishes to retain the services of Kemp Smith to assist the EPMPO to perform complex professional legal work.

**NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES RECITED HEREIN, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

The EPMPO and Kemp Smith for the consideration and mutual promises as herein set forth agree as follows:

1.     **SCOPE OF SERVICES**

Kemp Smith agrees to provide the services generally described in Attachment “A,” incorporated herein by reference, and to provide interpretation of federal and state laws, rules and regulations governing the development and financing of transportation projects.

2.     **TERM**

The Term of this Agreement shall begin on the date this Agreement is executed by both parties, and shall end on March 31, 2021. The EPMPO shall have the exclusive option of extending the term of this Agreement for two (2) additional one (1) year periods.

3.     **CONSIDERATION**

The maximum payment by the EPMPO to Kemp Smith shall be TWENTY NINE THOUSAND, TWO HUNDRED AND 00/100 DOLLARS (\$29,200) PER YEAR. Periodic payments may be made to Kemp Smith by the EPMPO within thirty (30) days following the submittal of invoices.

4. **COMPLIANCE WITH LAWS**

Kemp Smith shall comply with all federal and state laws, statutes, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement.

5. **INDEPENDENT CONTRACTOR**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the EPMPO and Kemp Smith.

6. **ASSIGNMENT**

The services to be provided by Kemp Smith under this Agreement are specific to the EPMPO and shall not be assigned or delegated without the prior written consent of the EPMPO. Any attempt to assign without the prior written consent of the EPMPO shall be void and, may at the option of the EPMPO, result in a termination of this Agreement.

7. **TERMINATION**

- A. Either party may terminate this Agreement if the other is in default upon ten (10) days written notice to the defaulting party, provided that the defaulting party shall be given a reasonable time to cure said default. The EPMPO and Kemp Smith may terminate this Agreement upon thirty (30) days written notice to the other party.
- B. Termination shall be without prejudice as to any obligation by one party to the other, which shall have accrued and be owing prior thereto.
- C. Upon termination, Kemp Smith shall return any materials belonging to the EPMPO, such as all plans, records, and other materials, which are currently in Kemp Smith's possession.

8. **NOTICES**

All notices, communications and reports under this Agreement shall be hand-delivered or mailed, certified, return receipt requested, to the respective parties at their respective addresses shown below, unless and until either party is otherwise notified in writing by the other party:

EPMPO: Executive Director  
Metropolitan Planning Organization  
211 N. Florence, Suite 202  
El Paso, Texas 79901

Kemp Smith: Thomas A Forbes  
Kemp Smith LLP  
221 N. Kansas, Suite 1700  
El Paso, TX 79901

9. **WAIVER**

Action or inaction by either party regarding any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

10. **DEBARMENT CERTIFICATIONS**

The EPMPO is prohibited from entering into any contract or agreement with a party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs. By executing this agreement, Kemp Smith certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs, and further certifies that it will not do any business with any party that is currently debarred, suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs. The EPMPO shall require any party to a subcontract or purchase order awarded under this agreement to certify its eligibility to receive federal funds.

11. **EQUAL EMPLOYMENT OPPORTUNITY**

The parties to this Agreement agree to comply with Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR §60).

12. **NON-DISCRIMINATION**

- A. During the performance of this Agreement, the parties agree that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be exclude from participation in, be denied the benefits of, or be subjected to discrimination.
- B. Specific Discriminatory Actions prohibited: The parties hereto may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, sex, national origin, age or disability, or having the effect of defeating or substantially impairing accomplishments of the objectives of the project funded pursuant to this Agreement or any written amendment hereto with respect to individuals of a particular race, color, national origin, creed, sex, age or disability.
- C. Specific Assurance: Kemp Smith shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Kemp Smith agrees with and gives assurances to comply with Appendix A and E of the United

States Department of Transportation DOT Order No. 1050.2A. Kemp Smith shall carry out applicable requirements of 49 CFR Part 21 in the award and administration of DOT-assisted contracts. Failure by Kemp Smith to carry out these requirements is a material breach of this Agreement, which may result in the termination of this agreement or such other remedy as the EPMPO deems appropriate.

13. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties hereto, and no verbal or other written commitment shall have any force or effect if not contained herein.

14. **VENUE**

The parties hereto agree that this Agreement shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas.

15. **CONTRACT INTERPRETATION**

In interpreting the various provisions of this Agreement in a court of law, a court having jurisdiction shall apply the laws of the State of Texas to interpret the terms and provisions in this Agreement.

16. **SEVERABILITY**

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision which preserves the intention of the unenforceable provision, but which complies with the law.

17. **CAPTIONS**

The captions to the various paragraphs of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

18. **AUTHORITY.**

Each signatory to this agreement warrants that he or she is duly authorized by their respective principal to sign this agreement on behalf of the said principal and to bind the same.

19. **PROMOTIONAL USE.**

Kemp Smith may not authorize or use any materials or information acquired or produced by the EPMPO in the fulfillment of this agreement for any promotional use without limitation without the prior written consent of the EPMPO.

20. **RECORDS.**

Records and documents prepared by Kemp Smith and provided to Kemp Smith shall be kept and maintained by Kemp Smith for a minimum of five years after the expiration of this agreement. At the request of the EPMPO copies of such records or documents shall be provided by Kemp Smith to the EPMPO at no cost to the EPMPO.

21. **OWNERSHIP OF DOCUMENTS.**

Each party shall have ownership of the documents it prepares or causes to be made in fulfillment of its obligations under this agreement. Each party shall provide to the other, at no cost, records or reports prepared or made to fulfill this agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**THE EL PASO METROPOLITAN PLANNING ORGANIZATION**

By: \_\_\_\_\_  
**Roger Williams**  
**Interim Executive Director**

**THE CITY OF EL PASO, Fiscal Agent**

By: \_\_\_\_\_  
Tommy Gonzalez, City Manager  
or Designee

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott Foster  
Legal Counsel for the MPO

**Kemp Smith LLP**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## ATTACHMENT "A" SCOPE OF WORK

- Attend EPMPO Board, Executive, and advisory committee meetings as needed.
- Provide legal advice and counsel to EPMPO Board and staff to ensure compliance with Federal, State, and local statutes, rules, and regulations. This may lead to presentations by the Legal Counsel to the EPMPO Board if and when needed.
- Review, consult and advice on any complicated and controversial EPMPO Board recommendations.
- Respond to EPMPO Board Members inquiries by providing legal advice.
- Perform legal research and develop legal opinions upon request by EPMPO Board or Executive Director on a variety of legal issues.
- Prepare, review, consult and approve for legal sufficiency continuing and proposed EPMPO contracts, bylaws and agreements (including inter-local agreements, grant agreements, etc.)
- Assist the EPMPO in federal and state grant processes when needed.
- Advise and assist staff in responding to claims and complaints regarding violations of civil rights, both federal and state
- Monitor the annual session of the Legislature to identify, analyze, and track the passage of bills of interest to the EPMPO upon request.
- Represent the EPMPO before any Board or Commissions when necessary.
- Act as an intermediary between the EPMPO and counsel of outside agencies.
- Provide general legal advice to EPMPO staff on routine matters.
- Explain, justify, and defend EPMPO programs, policies, and activities; negotiate and resolve sensitive, significant, and controversial issues.
- Perform other legal services as may on occasion be specifically requested.



## APPENDIX A

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the 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. **Nondiscrimination:** 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 Nondiscrimination 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 Nondiscrimination 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

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## APPENDIX E

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 nondiscrimination statutes and authorities; including but not limited to:

### **Pertinent Nondiscrimination 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 U.S.C. § 4 71, Section 4 7123), 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, subrecipients 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 Nondiscrimination 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).

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