UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

EXTERNAL CIVIL RIGHTS COMPLIANCE OFFICE
OFFICE OF GENERAL COUNSEL

September 23, 2019

Return Receipt Requested
Certified Mail#: 7015 3010 0001 1267 1609

In Reply Refer To:
Complaint No. 10NO-14-R10

Lisa Arkin
Executive Director
Beyond Toxics
120 Shelton McMurphey Boulevard
Suite 280
Eugene, OR 97401

Certified Mail#: 7015 3010 0001 1267 1616

Courtney Johnson
Executive Director & Staff Attorney
Crag Law Center
3141 E. Burnside Street
Portland, OR 97214

RE: Resolution of EPA Complaint No. 10NO-14-R10

Dear Ms. Arkin and Ms. Johnson:

This letter is to inform you that the U.S. Environmental Protection Agency (EPA), External Civil Rights Compliance Office (ECRCO) is resolving this complaint based on the enclosed Informal Resolution Agreement (Agreement) entered into between EPA and Lane Regional Air Protection Agency (LRAPA). On August 25, 2014, the EPA Office of Civil Rights (now the External Civil Rights Compliance Office within the Office of General Counsel), accepted for investigation an administrative complaint brought under Title VI of the Civil Rights Act of 1964 (Title VI) and EPA's implementing regulation at 40 C.F.R. Part 7, which alleged that LRAPA engaged in discrimination based on national origin. The complaint against LRAPA was initially assigned EPA Complaint No. 10R-14-R10.[1] Specifically, the issue accepted for investigation was:

> Whether LRAPA's approval of a modification to Seneca Sustainable Energy's Permit No. 206470 had a disparate and adverse impact on Latino residents in the vicinity of the facility in violation of Title VI of the Civil Rights Act.[2]

---

[1] The Complaint was originally docketed as 10R-14-R10. However, the complaint number has been updated as 10NO-14-R10 to reflect the appropriate basis as "national origin".

[2] In its August 2014 Acceptance Letter EPA stated an intention to evaluate whether LRAPA was complying with

During the course of EPA's investigation, LRAPA agreed to enter into an Informal Resolution Agreement in order to resolve EPA Complaint No. 10NO-14-R10. The enclosed Agreement is entered into by EPA pursuant to authority granted to EPA under the federal nondiscrimination laws, including Title VI and EPA's nondiscrimination regulation at 40 C.F.R. Parts 5 and 7. It resolves EPA Complaint No. 10NO-14-R10. It is understood that the Agreement does not constitute an admission by LRAPA of any violation or a finding by EPA of compliance or noncompliance with applicable federal non-discrimination laws and regulation, including 40 C.F.R. Parts 5 and 7.

The enclosed Agreement does not affect LRAPA's continuing responsibility under Title VI or other federal non-discrimination laws, and EPA's regulation at 40 C.F.R. Parts 5 and 7, nor does it affect EPA's investigation of any Title VI or other federal civil rights complaints or address any other matter not covered by this Agreement. This letter sets forth EPA's disposition of the complaint. This letter is not a formal statement of EPA policy and should not be relied upon, cited, or construed as such.

EPA is committed to working with LRAPA as it implements the provisions of the Agreement. If you have any questions regarding the Agreement between EPA and LRAPA, please contact me at (202) 564-9649, by e-mail at dorka.lilian@epa.gov, or U.S. mail at U.S. EPA, Office of General Counsel, External Civil Rights Compliance Office (Mail Code 2310A), 1200 Pennsylvania Avenue, N.W., Washington, D.C. 20460.

Sincerely,

Lilian S. Dorka, Director
External Civil Rights Compliance Office
Office of General Counsel

Enclosure

cc: Angelia Talbert-Duarte
Deputy Associate General Counsel
Civil Rights and Finance Law Office

EPA regulations found at 40 C.F.R. Part 7, relative to procedural safeguards, via a separate compliance review. However, as is ECRCO's current practice, during the course of this investigation, ECRCO reviewed LRAPA's policies and procedures regarding its foundational nondiscrimination program, including the procedural safeguards required by EPA's non-discrimination regulation, as well as recommended policies and procedures to ensure meaningful access to LRAPA programs and activities for persons with disabilities and limited-English proficiency. As such, it was not necessary to conduct a separate compliance review relating to this issue.

Michelle Pirzadeh
Deputy Regional Administrator
Deputy Civil Rights Official
U.S. EPA Region 10

Lisa Castanon
Acting Regional Counsel
U.S. EPA Region 10

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

EXTERNAL CIVIL RIGHTS COMPLIANCE OFFICE
OFFICE OF GENERAL COUNSEL

INFORMAL RESOLUTION AGREEMENT
between the
LANE REGIONAL AIR PROTECTION AGENCY
AND THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
EPA COMPLAINT NO. 10NO-14-R10[1]

I. PURPOSE AND JURISDICTION

A. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7 ("Title VI"), and other federal nondiscrimination laws, and United States Environmental Protection Agency's ("EPA") implementing regulation at 40 C.F.R. Parts 5 and 7 prohibit discrimination on the basis of race, color, national origin, disability, sex, age, and retaliation in the programs, services and activities of applicants for or recipients of federal financial assistance.[2] Lane Regional Air Protection Agency (LRAPA) receives federal financial assistance from EPA and, therefore, must ensure nondiscrimination in programs and activities pursuant to the provisions of Title VI, the other federal nondiscrimination laws and EPA's implementing regulation.

B. On August 25, 2014, the EPA Office of Civil Rights, (now the External Civil Rights Compliance Office within the Office of General Counsel (ECRCO)) accepted for investigation Complaint No. 10R-14-R10 brought under Title VI and EPA's regulations at 40 C.F.R. Part 7, alleging discrimination based on national origin. EPA accepted for investigation the following issue:

> Whether LRAPA's approval of a modification to Seneca Sustainable Energy's Permit No. 206470 had a disparate and adverse impact on Latino residents in the vicinity of the facility in violation of Title VI of the Civil Rights Act. [3]

C. In the August 2014 acceptance letter EPA stated an intention to evaluate whether LRAPA was complying with EPA regulations found at 40 C.F.R. Part 7, relative to procedural safeguards, via a separate compliance review. However, as is ECRCO's current practice, during the course of this investigation, ECRCO reviewed LRAPA's

---

[1] The Complaint was originally docketed as 10R-14-R10. However, the complaint number has been updated as 10NO-14-R10 to reflect the appropriate basis as "national origin".

[2] Title VI of the Civil Rights Act of 1964, 42 United States Code §§ 2000d to 2000d-7 (Title VI); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.; Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.; Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 § 13, 86 Stat. 903 (codified as amended at 33 U.S.C. § 1251 (1972)); 40 C.F.R. Parts 5 and 7.

[3] The modification to SSE's permit was specifically to increase the PM_{10} Plant Site Emission Limit from 14 tons to 16 tons per year. The SSE is located in Eugene.

policies and procedures regarding its foundational nondiscrimination program, including the procedural safeguards required by EPA's non-discrimination regulation, as well as recommended policies and procedures to ensure meaningful access to LRAPA programs and activities for persons with disabilities and limited-English proficiency. As such, it was not necessary to conduct a separate compliance review relating to this issue.

D. During the course of ECRCO's investigation, LRAPA agreed to enter into this Informal Resolution Agreement (Agreement). This Informal Resolution Agreement serves to resolve all issues accepted for investigation in this complaint. This Agreement is entered into pursuant to the authority granted EPA under the federal non-discrimination laws, including Title VI of the Civil Rights Act of 1964, and the EPA regulation found at 40 C.F.R. Parts 5 and 7, and resolves complaint number 10NO-14-R10 and additional concerns identified by EPA.

E. This Agreement is entered into voluntarily by LRAPA and does not constitute an admission by LRAPA of a violation of, or a finding of compliance or noncompliance by EPA with, Title VI or the other federal non-discrimination laws enforced by EPA pursuant to the regulations at 40 C.F.R. Parts 5 and 7.

F. LRAPA is committed to carrying out its responsibilities in a nondiscriminatory manner, in accordance with the requirements of Title VI and the other federal non-discrimination laws enforced by EPA regulation at 40 C.F.R. Parts 5 and 7. The activities detailed in Sections III and IV of this Agreement are in furtherance of LRAPA's ongoing commitment.

II. BACKGROUND

A. LRAPA was established in Oregon under state statutes and an intergovernmental agreement between Lane County and the cities of Eugene and Springfield in 1968. The cities of Cottage Grove and Oakridge joined the LRAPA intergovernmental agreement in 1992, and LRAPA changed its name from the Lane Regional Air Pollution Authority to the Lane Regional Air Protection Agency in 2006.

B. The membership and duties of the LRAPA Board of Directors are outlined in Oregon Revised Statutes (ORS) 468A.120 and 468A.105; the membership and duties of the LRAPA Citizens Advisory Committee are outlined in ORS 468A.130.

C. Following EPA's acceptance of the complaint in August 2014, on December 31, 2014, LRAPA issued an initial Title V Operating Permit for SSE to incorporate all applicable requirements including the Major New Source Review (NSR) Modification requirements from Addendum No.1 (issued February 11, 2014) to the

Air Contaminant Discharge Permit (ACDP) which had been the subject of this complaint.

D. On January 13, 2012, Oregon submitted a PM_{10} Limited Maintenance Plan and Redesignation Request. Effective June 10, 2013, EPA took direct final action to approve the Eugene-Springfield PM_{10} Limited Maintenance Plan and redesignate the area to attainment for PM_{10}.[4]

E. As of July 31, 2019, the Eugene-Springfield area of Lane County is in attainment with the 2012 annual $PM_{2.5}$[5] and the 2006 24-hour $PM_{2.5}$ NAAQS standards.[6]

F. Readings from LRAPA's ambient air quality monitor located peripherally to Highway 99 in Northwest Lane County [the monitor nearest to the SSE facility], show that from 2007 to July 31, 2019 the amount of $PM_{2.5}$ in the air measured by this monitor did not violate the 24-hour or annual National Ambient Air Quality Standards.[7] This attainment status for the Eugene-Springfield area within Lane County is confirmed by other LRAPA Federal Reference Method monitoring stations.

G. Beginning in the summer of 2017, LRAPA has enhanced their air monitoring capabilities through the deployment of consumer-grade air quality monitoring sensors throughout various portions of Lane County.

III. SPECIFIC LRAPA COMMITMENTS

A. Within 120 days of signing this Agreement, LRAPA will provide a method for residents to file environmental complaints concerning Lane County air-related issues in languages other than English. LRAPA will enhance the Agency's system for

---

[4] As of July 31, 2019, the portion of Lane County identified as Oakridge, was in nonattainment status for $PM_{2.5}$ and PM_{10}. The Eugene-Springfield portion of Lane County, where SSE is located, however, is in attainment, *see* https://www3.epa.gov/airquality/greenbook/anayo_or.html

[5] The area is not listed as being non-attainment. *See* U.S. EPA, "Area Designations for the 2012 Annual $PM_{2.5}$ Standard," available at https://www3.epa.gov/pmdesignations/2012standards/state.htm (last updated February 23, 2016).

[6] U.S. EPA, "2006 24-Hour $PM_{2.5}$ Standards — Region 10 Final Designations, October 2009," available at https://www3.epa.gov/pmdesignations/2006standards/final/region10.htm

[7] LRAPA, Air Quality, Data Graphing. $PM_{2.5}$ hourly data, available at http://www.lrapa.org/221/Data-Graphing, $PM_{2.5}$ standards for averaged attainment determinations, as indicated by the EPA Office of Air and Radiation website https://www.epa.gov/criteria-air-pollutants/naaqs-table are as follows: the $PM_{2.5}$ annual primary standard (these "provide public health protection, including protecting the health of 'sensitive' populations such as asthmatics, children, and the elderly") is 12.0 $\mu g/m^3$ and the $PM_{2.5}$ 24-hour standard is 35 $\mu g/m^3$ – this is determinative as a primary and secondary standard (also providing "public welfare protection, including protection against decreased visibility and damage to animals, crops, vegetation, and buildings").

receipt of and responding to environmental complaints in languages other than English online, in person, and via the telephone.

B. Within 120 days of signing this Agreement, LRAPA will invite Complainant representatives to review the current air quality monitoring efforts in and beyond the West Eugene Industrial Corridor through use of consumer grade air quality monitoring devices. Specifically, Complainant representatives will be given the opportunity to provide LRAPA with input on the locations of monitors in the West End industrial corridor during a meeting dedicated to this topic. The meeting will be held at a time and place agreeable to both LRAPA and Complainant representatives. If either party believes an additional meeting is necessary, a second meeting will be scheduled to continue discussion of the use of consumer grade air quality monitoring devices.

C. LRAPA currently operates or supports over 30 consumer-grade air quality sensors within its jurisdiction of Lane County and many of these are within west or north Eugene. LRAPA agrees to continue to operate or support at least four of these consumer-grade air quality sensor units within or surrounding the West Eugene Industrial Corridor (i.e., west of the Willamette River and north of Sixth Avenue) for at least one year from the activation of these monitors.

D. If monitors are located within the confines of private property, LRAPA will continue to train residents in how to maintain the air monitors so that they function reliably. For monitors located on property LRAPA controls, LRAPA will continue to ensure that the monitors are maintained in order to function reliably.

E. The data from the consumer-grade sensors is currently available from the third-party PurpleAir website (www.PurpleAir.com) including the LRAPA-specific correlation factor.[8] LRAPA will continue to provide a link to the PurpleAir website as well as instructions on use of the LRAPA conversion factor on the LRAPA website.

F. LRAPA will continue to make available on its website information which explains to the public how to access and interpret data collected by the consumer-grade air quality sensors. Within 120 days of signing this Agreement, this information will be translated into Spanish and into other languages identified as appropriate and necessary by completion of the Language Access Plan (described in Section III M).

G. Within 180 days of the signing of this Agreement, LRAPA will hold a community meeting which will occur in the evening to provide residents with information about

[8] By clicking on and applying the "LRAPA" correlation factor, a user of the Purple Air website will receive accurate information about air quality status in Lane County. The correlation factor is a mathematical formula which corrects raw data supplied by PurpleAir Monitors based on information about the specific composition of particulate matter affecting the area in question, according to PurpleAir's website.

LRAPA's use of consumer-grade monitors to enhance air quality monitoring, and how air quality data compiled by the monitors can be accessed from the website maintained by the vendor of the consumer grade monitors. Notice of the meeting and related documents will be provided at least 30 days in advance to Complainant representatives and posted to LRAPA's website in English Spanish and other languages identified as appropriate upon completion of LRAPA's Language Access Plan (described in Section III M). The meeting will be structured in a manner to allow interested residents to ask questions and receive answers from LRAPA staff.

H. One year after the signing of this agreement LRAPA commits to devoting at minimum one LRAPA Citizens Advisory Committee meeting and/or LRAPA Board of Directors meeting to reporting on the results of the monitoring in the West Eugene Industrial Corridor and to taking questions and providing answers to residents.

Non-Discrimination Procedural Safeguards

I. Notice of Non-Discrimination under the Federal Non-Discrimination Laws[9]

1. Within 75 days, LRAPA will post a notice of non-discrimination on the LRAPA website homepage and in its general publications that are distributed to the public. LRAPA will ensure that its notice of non-discrimination is accessible to individuals with limited English proficiency and individuals with disabilities.

2. This notice will contain, at a minimum, the following statements:

   a. LRAPA does not discriminate on the basis of race, color, national origin, disability, age, or sex in administration of its programs or activities, and, LRAPA does not retaliate against any individual because they have exercised their rights to participate in or oppose actions protected by 40 C.F.R. Parts 5 and 7 or for the purpose of interfering with such rights.

   b. LRAPA is responsible for coordination of compliance efforts and receipt of inquiries concerning non-discrimination requirements implemented by 40 C.F.R. Parts 5 and 7 (Non-discrimination in Programs or Activities Receiving Federal Assistance from the Environmental Protection Agency), including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 (hereinafter referred to collectively as the federal non-discrimination statutes).

[9] 40 C.F.R. § 7.95; 40 C.F.R. § 5.140.

c. If you have any questions about this notice or any of LRAPA's non-discrimination programs, policies or procedures, you may contact:

Jo Niehaus, Public Affairs Manager and/or Katie Eagleson, Environmental Engineer
1010 Main Street
Springfield, OR 97477
541-736-1056
jniehaus@lrapa.org or katie@lrapa.org or accessibility@lrapa.org

d. If you believe that you have been discriminated against with respect to an LRAPA program or activity, you may contact Jo Niehaus, Public Affairs Manager or Katie Eagleson, Environmental Engineer identified above or visit our website at www.lrapa.org to learn how and where to file a complaint of discrimination.

3. Within 30 days after the effective date of this Agreement, LRAPA will submit to EPA for review, a copy of its notice of non-discrimination that is consistent with 40 C.F.R. Parts 5 and 7.

J. Grievance Procedures to Process Discrimination Complaints filed under the Federal Non-Discrimination Laws[10]:

1. LRAPA will ensure that it has widely and prominently published in print and online its grievance procedures to process discrimination complaints filed under federal non-discrimination statutes and EPA's implementing regulations at 40 C.F.R. Parts 5 and 7. LRAPA will review the grievance procedures on an annual basis (for both in-print and online materials), and revise as necessary, to allow for prompt and fair resolution of discrimination complaints.

2. The grievance procedures will at a minimum address the following:

a. Clearly identify the Non-Discrimination Coordinator, including contact information;

b. Explain the role of the Non-Discrimination Coordinator relative to the coordination and oversight of the grievance procedures;

c. State who may file a complaint under the procedures;

d. Describe which formal and/or informal process(es) are available, and the options for complainants in pursuing either;

[10] 40 C.F.R. § 7.90; 40 C.F.R. § 5.135(b).

e. State that the preponderance of the evidence standard will be applied during analysis of the complaint;

f. Contain assurances that retaliation is prohibited and that claims of retaliation will be handled promptly under these procedures; and

g. State that written notice will be promptly provided about the outcome of the investigation, including whether discrimination is found and the description of the investigation process.

3. Within 120 days after the effective date of this Agreement, LRAPA will submit to EPA for review, a copy of their grievance procedures consistent with the requirements 40 C.F.R. § 5.135 and § 7.90 (Grievance Procedures).

K. Designation of Non-Discrimination Coordinator[11]

1. LRAPA will ensure that it has designated at least one Non-Discrimination Coordinator to ensure LRAPA's compliance with the federal non-discrimination statutes, who will:

a. Provide information to individuals internally and externally that LRAPA does not discriminate on the basis of race, color, national origin, disability, age, or sex in administration of its programs or activities, and, LRAPA does not retaliate against any individual because they have exercised their rights to participate in or oppose actions protected by 40 C.F.R. Parts 5 and 7 or for the purpose of interfering with such rights.

b. Provide notice on the LRAPA website of LRAPA's formal and/or informal grievance processes and the ability to file a discrimination complaint;

c. Establish grievance policies and procedures or mechanisms (e.g., an investigation manual) to ensure that all discrimination complaints filed with LRAPA under federal non-discrimination statutes and EPA implementing regulations 40 C.F.R. Parts 5 and 7 are processed promptly and appropriately. One element of any policy and procedure or mechanism must include meaningful access for limited-English proficient individuals and individuals with disabilities to LRAPA programs and activities;

[11] 40 C.F.R. § 7.85(g); 40 C.F.R. § 5.135(a).

d. Track all discrimination complaints filed with LRAPA under federal non-discrimination statutes, including any patterns or systemic problems;

e. Conduct semiannual reviews of all formal and informal discrimination complaints filed with the LRAPA Non-Discrimination Coordinator under federal non-discrimination statutes;

f. Ensure that appropriate training is provided for your staff in the formal and informal processes available to resolve complaints filed with you under federal non-discrimination laws;

g. Provide or procure training services for your staff to ensure that they are appropriately trained on your non-discrimination policies and procedures, as well as the nature of your obligation to comply with federal non-discrimination laws;

h. Ensure that complainants are updated on the progress of their discrimination complaints filed with you under federal non-discrimination laws and promptly informed as to any determinations you have made;

i. Undertake periodic evaluations of the efficacy of your efforts to provide services, aids, benefits, and participation in any of your programs or activities without regard to race, color, national origin, disability, age, sex or prior exercise of rights or opposition to actions protected under federal non-discrimination laws; and,

j. Not have other responsibilities that create a conflict of interest (*e.g.*, serving as your non-discrimination coordinator as well as your legal advisor or representative on civil rights issues).

2. Within 30 days after the effective date of this Agreement, LRAPA will identify the position/individual that will serve as the designated employee consistent with the regulatory requirements of 40 C.F.R. §5.135, §7.85 (g) and §7.95(a).

3. Within 90 days of appointment of a Non-Discrimination Coordinator, LRAPA will forward to ECRCO, proof that the responsibilities have been included in the incumbent's statement of duties and that the incumbent has accepted the duties.

L. Public Participation:

1. LRAPA understands that meaningful public involvement consists of informing, consulting, and working with potentially affected communities at various stages of the environmental decision-making process to address their needs. Therefore, LRAPA will:

a. Ensure its public involvement process is available to all persons regardless of race. color, national origin (including limited-English proficiency), age, disability, sex, or prior exercise of rights or opposition to actions protected under federal non-discrimination laws;

b. Ensure that the factors used to determine the appropriate time, place, location, duration, and security at public meetings are developed and applied in a non-discriminatory manner;

c. Ensure that LRAPA's public participation procedures are implemented consistent with the federal civil rights laws and EPA's Public Participation Guidance found at 71 F.R. 14207, 14210 (March 21, 2006), that include implementation of steps for effective public participation each time LRAPA engages in a public participation or public involvement process.

d. LRAPA will consider the following steps to ensure that its public involvement process is available and accessible to all persons regardless of race, color, national origin, disability, sex and age:

i. develop a description of the community (including demographics, history, and background);
ii. provide a contact list of your relevant staff members, including phone numbers and email addresses, to allow the public to communicate via phone or internet;
iii. develop a list of past and present community concerns (including any complaints filed under the federal non-discrimination laws);
iv. develop and implement a detailed plan of action (outreach activities) you will take to address concerns;
v. develop and implement a contingency plan for unexpected events;
vi. identify location(s) where public meetings will be held (consider the availability and schedules of public transportation;
vii. develop a list of contact names for obtaining language assistance services for limited-English proficient persons, including translation of documents and/or interpreters for meetings;

viii. develop a list of appropriate local media contacts (based on the culture and linguistic needs of the community; and

ix. provide the location of the information repository.

2. Within 120 days of the effective date of this Agreement, LRAPA will forward to ECRCO a final draft of its public participation process/policy for review, as well as information about the location and accessibility of the public participation process/policy, such as a link to its Website. ECRCO will review the draft public participation process/policy and provide any comments within 30 days of receipt.

M. LRAPA Plan to Ensure Access for Persons with Limited English Proficiency (LEP):

1. LRAPA will provide, at no cost, meaningful access to individuals with limited English proficiency (LEP), and will develop, publicize, and implement written procedures to ensure meaningful access to all LRAPA programs and activities by all persons, including access by individuals with limited English proficiency at no cost to those individuals.

2. LRAPA will conduct the appropriate analysis in light of EPA's LEP Guidance found at 69 F.R. 35602 (June 25, 2004) and http://www.lep.gov to determine what language services or mix of language services it may need to provide to ensure that individuals with limited English proficiency can meaningfully participate in your programs and activities. LRAPA should:

   a. develop a language access plan consistent with EPA's LEP Guidance;

   b. develop, publicize, and implement written procedures to ensure meaningful access to all your programs and activities for all persons, including access for individuals with limited English proficiency;

   c. translate vital documents of general interest into prominent languages;

   d. translate vital documents of individual interest to LEP individuals;

   e. provide for simultaneous oral interpretation of live proceedings (*e.g.*, town hall meetings and public hearings) in prominent languages; and

   f. provide for simultaneous interpretation of proceedings, meetings, *etc.*, for individual LEP person participating in one of your programs or activities (*e.g.*, a LEP individual wishing to file a grievance or complaint).

3. Within 120 days of the effective date of this Agreement, LRAPA will forward to ECRCO a copy of its written procedures to ensure meaningful access to all LRAPA programs and activities by all persons, including access by individuals with limited English proficiency.

N. LRAPA Plan to Ensure Access for Persons with Disabilities

1. LRAPA will provide, at no cost, appropriate auxiliary aids and services to individuals with disabilities, (including but not limited to, for example, qualified interpreters to individuals who are deaf or hard of hearing, and to other individuals, as necessary), to ensure effective communication or an equal opportunity to participate fully in benefits, activities, programs, and services provided by LRAPA in a timely manner.

2. Within 120 days of the effective date of this agreement, LRAPA will forward to ECRCO for review a final draft of its written procedures to ensure meaningful access to all LRAPA programs and activities by individuals with disabilities.

O. Training

1. Within 150 days after implementing the deliverables identified in this Agreement, including a Non-Discrimination Coordinator, Non-Discrimination Notice, Grievance Procedures, and Public Participation Process/Procedures, LRAPA will ensure that all appropriate staff has been trained on these processes and procedures as on the nature of the federal non-discrimination obligations. EPA ECRCO staff may lead trainings.

2. Within 180 days after execution of this Agreement, LRAPA will have a plan in place to ensure that such training is a routine part of the on-boarding process for new employees and is given periodically as refresher training to all employees.

IV. GENERAL

A. In consideration of LRAPA's implementation of commitments and actions described in Section III of this Agreement, ECRCO will end its investigation of the complaint No. 10NO-14-R10 and not issue a decision containing findings on the merits of the complaint.

B. ECRCO will monitor the implementation of the commitments in Section III of this Agreement, as appropriate, to ensure they are fully implemented.[12] Once the terms of

[12] It is not ECRCO's intent to monitor LRAPA's evaluation or measurement of air quality or management of air quality data.

this Agreement are satisfied, ECRCO will issue a letter documenting closure of its monitoring actions in complaint No. 10NO-14-R10 and closure of the complaint as of the date of that letter.

C. LRAPA will, within 30 days of the implementation of each commitment in Section III, and consistent with the timeframes in Section III, submit a report documenting their implementation, by electronic mail to the Director, External Civil Rights Compliance Office, Office of General Counsel, US EPA, (Mail Code 2310A), 1200 Pennsylvania Avenue N.W., Washington D.C. 20460.

D. ECRCO will review and provide feedback about any documentation submitted by LRAPA demonstrating completion of each commitment and will provide an assessment as to whether the documentation satisfies the commitment within 30 days of receipt of each such submission.

E. EPA will, upon request, provide technical assistance to LRAPA regarding any of the civil rights obligations previously referenced.

V. COMPUTATION OF TIME AND NOTICE

A. As used in this Agreement, "day" will mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period will run until the close of business of the next working day.

B. Service of any documents required by this Agreement will be made personally, by certified mail with return receipt requested, or by any reliable commercial delivery service that provides written verification of delivery.

C. Electronic documents submitted by LRAPA to EPA via email will be sent to the following email address: Dorka.Lilian@epa.gov. Documents mailed by LRAPA to EPA will be sent to the Director, U.S. EPA External Civil Rights Compliance Office, Office of General Counsel (Mail Code 2310A), 1200 Pennsylvania Avenue N.W., Washington D.C. 20460.

D. Documents submitted by EPA to LRAPA will be sent to Merlyn Hough, P.E., BCEE, Director, Lane Regional Air Protection Agency, 1010 Main Street, Springfield, OR 97477.

VI. EFFECT OF THE AGREEMENT

A. LRAPA understands that, if necessary, ECRCO may visit LRAPA, interview staff, and request such additional reports or data as are necessary for ECRCO to determine whether LRAPA has fulfilled the terms of this Agreement.

B. LRAPA understands that EPA will not close its monitoring of this Agreement until ECRCO determines that LRAPA has fully implemented this Agreement and that a failure to satisfy any term in this agreement may result in the EPA re-opening an investigation.

C. If either Party desires to modify any portion of this Agreement because of changed conditions making performance impractical or impossible, or due to material change to LRAPA's program or authorities, or for other good cause, the Party seeking a modification will promptly notify the other in writing, setting forth the facts and circumstances justifying the proposed modification. Any modification(s) to this Agreement will take effect only upon written agreement by the Director of LRAPA and the Director of ECRCO.

D. This Agreement constitutes the entire Agreement between LRAPA and EPA regarding the matters addressed herein, and no other statement, promise, or agreement, made by any other person will be construed to change any commitment or term of this Agreement, except as specifically agreed to by LRAPA and EPA in accordance with the provisions of Section VI.C. above.

E. This Agreement does not affect LRAPA's continuing responsibility to comply with Title VI or other federal non-discrimination laws and EPA's regulations at 40 C.F.R. Parts 5 and 7, nor does it affect EPA's investigation of any other Title VI or other federal civil rights complaints or address any other matter not covered by this Agreement.

F. The effective date of this Agreement is the date by which both Parties have signed the Agreement. This Agreement may be signed in counterparts. The Director, in his capacity as an official of LRAPA, has the authority to enter into this Agreement for purposes of carrying out the activities listed in these paragraphs. The Director of ECRCO has the authority to enter into this Agreement.

On behalf of the Lane Regional Air Protection Agency,

Merlyn Hough
Director

September 20, 2019
(Date)

On behalf of the U.S. Environmental Protection Agency,

Lilian S. Dorka, Director
External Civil Rights Compliance Office
Office of General Counsel

September 19, 2019
(Date)