Title VI and Environmental Justice Plan

Contents

Introduction ......................................................................................................................... 2
Title VI ................................................................................................................................ 5
Environmental Justice ......................................................................................................... 6
Limited English Proficiency ............................................................................................. 21
Mobility Management ....................................................................................................... 23
Administration .................................................................................................................. 23
Documents ........................................................................................................................ 24
Attachments ...................................................................................................................... 25

Introduction

Serving the Pikes Peak region for over 45 years, the Pikes Peak Area Council of Governments (PPACG) is the federally designated Metropolitan Planning Organization (MPO) for the region. Established in 1967, PPACG provides comprehensive, coordinated planning for transportation in two counties and seven municipalities. PPACG advises on regional policy and capital funding issues concerning transportation and the environment. PPACG is guided by federal Title VI and environmental justice mandates, and PPACG strives to not only meet these mandates, but to create an overall transparent, and inclusive planning process.

Membership
The PPACG Board of Directors provides policy guidance and direction for the regional planning process. This Board is comprised of elected officials from local member governments, representatives from state and federal agencies, and military installations. The MPO serves the following communities:

- El Paso County
- Teller County
- Colorado Springs
- Fountain
- Green Mountain Falls
- Monument
- Palmer Lake
- Woodland Park
- Manitou Springs
Figure 1: Metropolitan Planning Organization boundary

Title VI and Environmental Justice
Title VI of the Civil Rights Act of 1964 states that

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Presidential Executive Order 12898 (1994) directs each federal agency to make environmental justice part of its mission. It dictates that, “each federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.”

The Pikes Peak Area Council of Governments, in all of its plans and programs, will fully comply with the following:
• The Civil Rights Act of 1964, Title VI, which prohibits discrimination on the basis of race, color, or national origin.
• The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
• The Americans with Disabilities Act of 1990, along with the Americans with Disabilities Act Amendments Act of 2008, which prohibit discrimination on the basis of disabilities.
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which protects minority and low-income populations from disproportionately high and adverse impacts.
• U.S. Department of Transportation (USDOT) EJ Order 5610.2(a), which sets forth DOT Environmental Justice principles.
• FHWA EJ Order 6640.23A

Environmental justice itself is a specific application of Title VI. Executive Order 12898 requires Federal agencies and recipients of Federal aid to specifically consider the impacts of its programs on minority and low-income populations:

*Each Federal agency, whenever practicable and appropriate, shall collect, maintain, and analyze information assessing and comparing environmental and human health risks borne by populations identified by race, national origin, or income. To the extent practical and appropriate, Federal agencies shall use this information to determine whether their programs, policies, and activities have disproportionately high and adverse human health or environmental effects on minority populations and low-income populations.*

According to the U.S. Department of Justice, “… the core tenet of environmental justice – that development and urban renewal benefitting a community as a whole not be unjustifiably purchased through the disproportionate allocation of its adverse environmental and health burdens on the community’s minorities – flows directly from the underlying principle of Title VI itself.”

Although Title VI and environmental justice may overlap, Title VI requirements are broader in scope than environmental justice, and environmental justice analysis alone will not satisfy Title VI requirements. Similarly, Title VI analyses may not satisfy all environmental justice requirements (for example, Title VI does not include low-income populations, which must be included in environmental justice analysis).

While individuals may file legal complaints under Title VI, which is a statutory requirement, they may not do so under environmental justice. Environmental justice stems from an executive order from the President of the United States to Federal
Title VI

PPACG serves as the primary forum where the state department of transportation, transit operators, member jurisdictions, and the public work together to develop transportation plans and programs that address the region’s needs. To meet the requirements of Title VI, PPACG must:

- Ensure that the Long Range Transportation Plan (LRTP) and the Transportation Improvement Program (TIP) comply with Title VI;
- Address the needs of minority populations so the benefits and burdens of transportation are fairly distributed; and
- Ensure the public involvement process has no barriers that would prevent successfully engaging minority populations in regional decision-making.

49 CFR 27 requires the designation of an employee responsible for coordinating Title VI efforts. Questions, concerns, or complaints should be sent to:

John Liosatos  
Transportation Director  
Pikes Peak Area Council of Governments  
719-471-7080 x105  
jliosatos@ppacg.org

Any person who believes they have been subjected to or denied an opportunity of participation by a discriminatory practice prohibited under Title VI has a right to file a formal complaint with PPACG or directly with the Federal Transit Administration (FTA).

A completed complaint form must be submitted to PPACG’s Title VI coordinator within 180 days following the alleged instance of discrimination.

PPACG will provide assistance, within reason, to any person who wishes to file a complaint but is unable to do so due to a disability. Assistance can extend to understanding and accessing materials and/or to completion of the complaint process. Contact information for the Title VI coordinator, the complaint procedure, and complaint form can be found on PPACG’s website and in attachments to this document. To request assistance, contact the Title VI coordinator.
Environmental Justice

Definition and Guiding Principles
The U.S. EPA Office of Environmental Justice (EJ) defines EJ as “The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations and policies.”

“Fair treatment” means that “No group of people, including racial, ethnic, or socio-economic group should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local and tribal programs and policies.”

The guiding EJ principles followed by DOT are briefly summarized as follows:
- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

“Minority” and “Low Income” Populations
A “minority population” means any readily identifiable group or groups of minority persons who live in geographic proximity, and if circumstances warrant, geographically dispersed or transient persons such as migrant workers or Native Americans who will be similarly affected by a proposed DOT program, policy or activity.

“Minority” includes persons who are:
- American Indian and Alaska Native
- Asian
- Black or African American
- Hispanic or Latino
- Native Hawaiian and other Pacific Islander

“Low-income” means a person whose median household income is at or below the Department of Health and Human Services (HHS) poverty guidelines. A locally developed threshold is permitted and encouraged, provided that the threshold is at least as inclusive as the HHS poverty guidelines.

A “low-income population” means any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically
dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed program, policy or activity. “Similarly affected” refers to “common conditions of environmental exposure or effect” (Center for Environmental Quality).

**EJ and Other Populations in the Pikes Peak Area**

Mapping can be important for identifying concentrations of EJ populations, a good way of determining which plans or projects are likely to have impacts that should be examined. For this to be effective, a threshold must be set that will help identify meaningful communities. PPACG chose to use the US Census Block geography, and to set the minimum population percentage at 200 percent of the regional average. This way, if a certain group makes up 1.5 percent of the total population of the region, a “population” will be identified if the proportion in a particular block is at least 3 percent.

Figure 2: blocks with at least 200% of the regional average of selected populations
The maps reveal some distinctive EJ areas that will be helpful in focusing PPACG’s efforts to involve EJ populations in the planning process, to avoid disproportionate ill effects, and to ensure EJ populations receive an equal benefit from its plans and projects.

It can be helpful and instructive to go beyond the federal requirements and examine other populations that are likely to be affected by transportation plans and projects. Two such groups are households with no cars and elderly people (over 75 years of age).

The effects of transportation projects on households without cars seem fairly straightforward. They will receive no direct benefit from projects that enhance the use of single occupant vehicles, and those projects may actually become barriers to transportation for these households. On the other hand, they are likely to benefit from pedestrian improvements, bicycle facilities, and public transit.

The proportion of non-drivers is considerably higher among the population over 75. This population is more likely to use transit and specialized transit, which changes the way it is affected by different types of transportation projects. See the maps below.
Consideration: suburbanization of poverty
Popular thinking about poverty tends to remain focused on antiquated ideas such as the majority of households in poverty being concentrated in dense urban areas. Suburban counties experienced by far the largest increase in poor population between 2000-2015, with a 64% increase. The sharpest increases were in older, inner-ring suburbs, but the growth in poverty reached lower-density areas as well. The majority of poverty in the US is no longer found in dense, inner-city areas. To be clear, while the total population in poverty living in dense urban areas has not decreased, the proportion living in lower-density suburbs has increased. Suburban transportation projects that may not have impacted EJ communities prior to the economic downturn of the 2000s, which induced shifts in the geographic distribution of poverty, may now have significant positive and negative effects that merit analysis.

Persons in poverty in suburban areas are proving to be even more vulnerable than those in dense urban areas because of the added difficulty of providing support in low-density areas.

Poor populations are also becoming more concentrated, creating more high-poverty neighborhoods. Between 2000-2015, the proportion of poor population in high-poverty neighborhoods (defined as neighborhoods with poverty rates greater than 20 percent) rose by 30 percent. It will therefore be especially important to look for geographic concentrations of households in poverty in the vicinity of transportation projects.
Suburbs have also been growing more racially diverse for many years.

The table below (2010 Census) provides a breakdown of minorities in El Paso and Teller Counties.

<table>
<thead>
<tr>
<th>Race/Ethnicity/Poverty Status</th>
<th>El Paso</th>
<th>Teller</th>
<th>Colorado</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>79.8%</td>
<td>94.3%</td>
<td>81.3%</td>
</tr>
<tr>
<td>Hispanic or Latino (of all races)</td>
<td>15.1%</td>
<td>5.5%</td>
<td>20.7%</td>
</tr>
<tr>
<td>Black or African American</td>
<td>6.2%</td>
<td>0.5%</td>
<td>4.0%</td>
</tr>
<tr>
<td>American Indian and Alaska Native</td>
<td>1.0%</td>
<td>0.9%</td>
<td>1.1%</td>
</tr>
<tr>
<td>Asian/Pacific Islander</td>
<td>3.1%</td>
<td>0.8%</td>
<td>2.9%</td>
</tr>
<tr>
<td>Some other race</td>
<td>4.9%</td>
<td>1.1%</td>
<td>7.2%</td>
</tr>
<tr>
<td>Two or more races</td>
<td>5.1%</td>
<td>2.5%</td>
<td>3.4%</td>
</tr>
<tr>
<td>Hispanic or Latino (White)</td>
<td>7.8%</td>
<td>3.7%</td>
<td>11.3</td>
</tr>
<tr>
<td>Total Minority Population</td>
<td>28.1%</td>
<td>9.5%</td>
<td>29.9%</td>
</tr>
<tr>
<td>Total Population</td>
<td>622,263</td>
<td>23,350</td>
<td>5,029,196</td>
</tr>
<tr>
<td>Poverty Rate</td>
<td>10.0%</td>
<td>6.6%</td>
<td>11.2%</td>
</tr>
</tbody>
</table>

It is worth noting that, although often included in minority definitions, Hispanic or Latino is an ethnicity, not a racial category. Hispanics are defined by the U.S. Census as “persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.” Persons in the 2010 U.S. Census were asked, “Is this person Spanish, Hispanic, Latino?” Thus, persons of Hispanic origin can be of any race.

**Adverse Effects & Benefits Definitions**

Some EJ analyses examine only the adverse effects of transportation plans and projects. In fact, Executive Order 12898 also requires demonstration of equal benefits from transportation investments. For a metropolitan transportation system, analyses should examine how the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP) promote the safety, mobility, economic productivity, human environment, natural environment, and other goals identified in State and local plans for all populations served by the transportation agency.

A complete EJ analysis examines both the benefits to and adverse effects (or “burdens”) of transportation plans or projects on EJ populations.

“Adverse effects” means “... the totality of significant individual or cumulative human health or environmental effects, including interrelated social and economic effects, which may include, but are not limited to:
• Bodily impairment, infirmity, illness or death
• Air, noise, and water pollution and soil contamination
• Destruction or disruption of man-made or natural resources
• Destruction or diminution of aesthetic values
• Destruction or disruption of community cohesion or a community’s economic vitality, destruction or disruption of the availability of public and private facilities and services
• Vibration
• Adverse employment effects; displacement of persons, businesses, farms or nonprofit organizations
• Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
• The denial of, reduction in, or significant delay in the receipt of benefits of DOT programs, policies or activities.

As an example, a transit project might have both benefits and adverse effects for an EJ community: while decreasing travel times and expanding employment opportunities, the same project could also increase air pollution and noise. A road project might improve travel times to certain destinations but also create a barrier separating an EJ population from the broader community. A good analysis accounts for both types of effects at examines the balance of a project’s impact on an EJ community.

Disproportionate Adverse Effects
It is not the purpose of an EJ analysis to simply to determine whether a plan or project will have an adverse impact on an EJ community. The purpose is to explore whether the adverse effect is “disproportionately” high. An adverse effect becomes “disproportionate” when that effect 1) is predominantly borne by an EJ population, or 2) will be suffered by the EJ population and is appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-EJ population.

Some good standard questions to consider when determining if disproportionately high and adverse human health or environmental impacts exist include:

• Whether the adverse effects on EJ populations exceed those borne by non-EJ populations?
• Whether cumulative or indirect effects would adversely affect an EJ population?
• Whether mitigation and enhancement measures will be taken for EJ and non-EJ populations?
• Whether there are off-setting benefits to EJ populations as compared to non-EJ populations?

Determinations of disproportionately high adverse effects should take into consideration of “mitigation and enhancements measures and all offsetting benefits to the affected minority and low-income populations”. Again, whether adverse effects
should be judged disproportionately high is dependent on the net results after consideration of the totality of the circumstances.

**Analysis**

Environmental Justice analysis needs to be completed for both the Long Range Transportation Plan (LRTP), the region’s 20-year fiscally constrained plan; and for the Transportation Improvement Program (TIP), the short-term implementation plan. PPACG will conduct EJ analysis in two parts – the first part to be done before project lists are completed for the LRTP and TIP, and the second part after a draft project list has been arrived at.

The first part of EJ analysis will be finished before draft project lists are completed in order that EJ can be considered during project scoring. EJ analysis will be available for consideration before or during scoring, and at least one explicit EJ scoring criterion will be included in any project scoring scheme. EJ scoring criteria will consider the net result of a project’s (or group of projects, in the case of evaluating a plan) benefits and adverse effects on target populations.

For EJ analysis, the following procedure should be followed:

1. Identify the target populations within the study area
2. Determine which public participation strategies to use
3. Identify benefits and adverse effects of the project or group of projects for the target populations
4. Take into account mitigating factors for identified disproportionate burdens
5. Make EJ recommendations
6. Evaluate the EJ process that was used

The later phase of EJ analysis will be performed upon completion of a draft project list and will consist of identifying mitigation strategies, if there are any EJ issues. If available mitigation strategies are insufficient, the project or group of projects should be re-evaluated.

Per Federal Transit Administration requirements, analysis must include demographic maps that show the impacts of the distribution of State and Federal funds in the aggregate for public transportation projects.

At a minimum, the EJ analysis will study the federally required target populations (listed above), but it should also consider other vulnerable groups with a significant presence in the region, such households without vehicles, households that struggle to maintain working vehicles or that have fewer vehicles than working adults, and people with disabilities.
These populations should be mapped to the extent practical, although geographically dispersed/transient persons who will be similarly affected by a proposed project or group of projects should also be considered.

The above policies are for adoption of a new LRTP or TIP. For an LRTP or TIP amendment, a preliminary determination will be made as to whether the proposed amendment warrants EJ analysis (based on whether it would be likely to disproportionately affect a target population). Addition or deletion of a project, or a major change to the scope of a project, are more likely to warrant analysis than changes to project cost or timing. If analysis is warranted, an appropriate analysis of the affected area will be completed. This analysis should employ an approach similar to but smaller in scope than that used for the whole LRTP or TIP.

**Engaging EJ Populations**
Public involvement is an important part of any EJ process. It can be difficult to determine all of the true benefits and burdens of a plan or project without direct input from potentially affected communities. PPACG’s public involvement efforts are guided by the Public Participation Plan (PPP), which lists the following goals:

- Provide well-researched, objective information on the state of the transportation system so that stakeholders are empowered to help shape the plan’s content and outcomes, resulting in a plan that reflects community goals and priorities.
- Create opportunities for substantive two-way dialogue among transportation planners, elected officials, and citizens through widespread community involvement.
- Ensure that all citizens who wish to participate have an opportunity, and that all ideas are given fair consideration.
- Encourage participation by groups traditionally underserved by transportation investments, in accordance with Title VI of the Civil Rights Act of 1964.
- Perform outreach to those particularly affected by specific alternatives and plan recommendations in order to involve them in the evaluation process.
- Coordinate public input for state, regional and local entity planning processes, including transit, as appropriate.
- Evaluate the effectiveness of the public involvement program on an ongoing basis.

The table below shows the minimum public involvement procedures for PPACG’s core documents.
<table>
<thead>
<tr>
<th>Plan or Program</th>
<th>Comment Period for Completed Draft</th>
<th>Timeline &amp; Reporting</th>
<th>Minimum Notifications and Public Process Activities</th>
</tr>
</thead>
</table>
| Long-Range Transportation Plan (LRTP)               | 30 days                            | Summary, report, or analysis of public process results* up to that point will be presented to the Board & relevant committees 30 days before approval or recommendation of the project list is sought; subsequent results will be made available prior to seeking final approval of the Plan | -Web page updates  
-Press release  
-Print media advertisements  
-Social media updates  
-Regular public meeting(s)**  
-Special public meeting(s) and/or events**  
-Distribution list communication  
-Request partners forward or post notices |
| Transportation Improvement Program (TIP)             | 30 days                            | Same as LRTP                                                                         | -Web page updates  
-Print media advertisements  
-Social media updates  
-Regular public meeting(s)**  
-Distribution list communication  
-Request partners forward or post notices |
| Public Participation Plan                            | 45 days                            | Results must be made available to the Board & relevant committees before approval or recommendation is sought | -Web page updates  
-Social media updates  
-Regular public meeting(s)** |
| Unified Planning Work Program                        | 30 days                            | Results must be made available to the Board & relevant committees before approval or recommendation is sought | -Web page updates  
-Social media updates  
-Regular public meeting(s)** |
| LRTP or UPWP Amendment requiring Board action        | 30 days                            | Results must be made available to the Board & relevant committees before approval or recommendation is sought | -Web page updates  
-Social media updates  
-Regular public meeting(s)** |
| TIP Amendment requiring Board action                 | 14 days (before adoption only)     | Results must be made available to the Board & relevant committees before approval or recommendation is sought | -Web page updates  
-Social media updates  
-Regular public meeting(s)** |
The PPP lists the following methods to be used specifically for engaging “traditionally underserved” communities:

- Hold public meetings or events at locations that are accessible to persons with disabilities and near transit routes;
- Hold public meetings at times when the working and non-working public can attend;
- Provide ample advanced notice of public meetings and events;
- Perform targeted outreach to community associations, churches and/or faith-based organizations, and other organizations that provide support for traditionally underserved communities;
- Provide translated documents for limited English speakers and in-person language and deaf translators as needed or requested, with adequate notice;
- Provide any other assistance that is requested, within reason and with adequate notice of the need for assistance.

Proactive outreach is necessary to help improve upon traditionally low levels of engagement by minority and low-income populations. Barriers of trust, language, of understanding the agency’s purpose and mission, and access must be specifically addressed. Wide distribution of materials and surveys, and traditional meetings that may be or appear inaccessible, are not sufficient to create meaningful access to the planning process for some minority and low-income populations.

In addition to the tactics listed in the Public Participation Plan, PPACG will use two main methods to achieve help achieve meaningful access: engaging community representatives and providing accessible materials.

**Community Representatives**

PPACG will rely upon community partners in order to gain the fullest reach to underserved communities and to help overcome barriers of communication and trust. Planners and committee and Board members will reach out to organizations such as community centers, minority chambers of commerce, churches, and other support organizations to request help in sharing PPACG’s meeting notices and notices of public comment, distributing surveys, directing members and clients to our website, and describing and interpreting our mission and services. Their feedback on our engagement process and materials will also be sought along with advice on how to make improvements for the next planning cycle. Highly accessible and easy-to-use materials will be distributed to community partners in order to help them provide a meaningful point of entry to the planning process for their communities.

Along with enlisting the aid of community partners, planners and committee and Board members will attend community events such as farmer’s markets, luncheons, and conferences where they can provide an introduction to the organization and discuss
opportunities for engagement. In the past, this approach has been found to be far more effective than traditional public meetings or open houses hosted by PPACG alone.

**Accessible Materials**

Past feedback on the public engagement process has revealed a need for accessible and easy-to-use materials for members of the public. This goes beyond the need for visual aids and appropriate rendering of complex planning concepts. Members of underserved communities and people with disabilities may require a higher degree of “accessibility” of PPACG’s products and materials.

As part of the outreach effort for the 2045 LRTP, a very brief “primer” will be developed that will offer a simple and easy-to-understand point of entry into PPACG’s planning process and give detailed information about upcoming public involvement opportunities.

The Public Participation Plan, which guides PPACG’s public involvement activities, emphasizes the importance of electronic or web-based communication. It will therefore be important to provide a highly accessible web platform. To help evaluate the current website, PPACG conducted an assessment per the Web Content Accessibility Guidelines (WCAG), an international standard that is backed by the World Wide Web Consortium (W3C) and the Web Accessibility Initiative (WAI).

The assessment asks a series of questions about the website’s design and capabilities, such as whether text alternatives are provided for non-text items, which makes it possible to change them into braille; or whether captions are provided for video recordings. The resulting “A” rating means that PPACG’s website currently includes basic web accessibility features but does not achieve broad accessibility for a variety of situations. Through future updates and the introduction of new capabilities, PPACG hopes to achieve the “AA” rating, which “deals with the biggest and most common barriers for disabled users”.

**Reporting**

For the LRTP or adoption of a new TIP, a summary, report, or analysis of EJ results to that point will be presented to the Board and relevant committees before approval or recommendation of the proposed project list (not the completed draft plan) is sought, to include public input results, discussion of any disproportionate adverse effects, and possible mitigation strategies. The summary, report, or analysis will include comments sought and received about the EJ public process.

For plan or TIP amendments, results of analysis, if analysis is deemed appropriate, will made available to the Board and relevant committees prior to approval or recommendation of the amendment.
**Tracking and Process Improvements**

Typically, the rate of participation in public involvement activities of EJ populations is below their proportional presence in a given region. The long-term goal of PPACG’s EJ process improvements is to increase the rate of participation of EJ populations to at least the proportion of their population in the region. For example, if the proportion of people in the region who self-identify as African American is 6 percent, the region-wide participation goal is at least 6 percent. If 10 percent of Census blocks group in the region are identified as target EJ areas, then the goal is that at least 10 percent of public meetings should be held in or convenient to those areas.

Going forward, PPACG will monitor, evaluate, and improve the effectiveness of the EJ process in the following key areas:

- Collecting, maintaining, and evaluating relevant data
- Improving the integration of Environmental Justice into the long-range planning and programming processes
- Involving our Board and committees, especially the Citizen’s Advisory Committee, in the development, execution, and evaluation of the EJ process for our LRTP and TIP.

**Data and Feedback**

Little EJ-related data has been collected and retained during previous planning cycles, so part of the effort of completing the 2045 and 2050 long-range plans will be establishing the pattern of collecting and reviewing data and comments as part of a continual feedback process for improving Environmental Justice-related engagement.

Some of the EJ-specific metrics and other feedback that will be tracked as part of the 2045 LRTP process include:

- The number and proportion of public meetings/open houses held in or convenient to target EJ areas during the LRTP process, and attendance rates at those meetings (includes events hosted or attended by PPACG)
- Diversity of advertising placements
- Comments received about the public process from members of EJ populations and/or representatives of underserved communities
- Website analytics, including some powerful new features

Because surveys can be a powerful way of collecting data from a large number of respondents, beginning with the 2050 LRTP, several additional voluntary items of information will be collected. These will include self-identification by race and ethnicity, the address or neighborhood where the respondent lives, how the respondent came into contact with PPACG’s planning process, and a request for feedback about the public involvement process and/or suggestions for improvement.
**Internal Process**
This plan currently requires only one EJ-related scoring criterion in LRTP and TIP project prioritization schemes, but additional, nuanced project selection criteria will be considered for the 2050 plan given the array of potential benefits and burdens that transportation projects may have on EJ and other vulnerable populations.

Because EJ is frequently misunderstood by planners and others involved with transportation (often misinterpreted as “any spending in the area is good spending that will benefit the population”), it will be important to provide resources and training.

For the 2050 plan, PPACG will develop a guided EJ worksheet for project scoring. Benefits and burdens are often unclear to individuals scoring projects. For example, a typical EJ scoring criterion may read, “Project benefits and does not disproportionately burden any EJ population”, which is difficult to interpret without specific subject matter knowledge. As mentioned previously, projects which are highly disruptive to EJ communities are often called beneficial simply because they represent an “investment in” the area. A scoring worksheet worksheet could function as a guide enumerating possible burdens such as noise, pollution, etc., as an aid to providing an EJ score during project prioritization for the LRTP and TIP.

**Committees**
PPACG’s committees and Board can draw on their own experiences and EJ issues in their communities to provide needed perspectives on EJ process. Traditionally, these groups have been underused. It will be a goal moving forward to involve the committees and the Board more meaningfully and earlier in the EJ process, and to seek and provide feedback as each plan or TIP is wrapping up in order to achieve ongoing improvement.

To further improve diversity for the purpose of achieving a better understanding of regional EJ needs, PPACG will explore expanding the Citizen’s Advisory Committee (CAC) to include representatives of underserved communities. The CAC is the body most involved in the development and improvement of PPACG’s overall public involvement processes.

To help reach out meaningfully to underserved communities and utilize PPACG’s existing diversity and community partners, a “public engagement academy” may be offered early during the 2050 plan effort. This will be a short course or training offered to committee members, Board members, and community partners that will teach them how to discuss PPACG’s purpose, mission, and core products. They can then become “ambassadors” to underserved communities they represent or are familiar with, which will help to further remove barriers to communication and trust and improve participation rates among underserved populations.
Limited English Proficiency

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency", requires Federal agencies to examine the services they provide, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. This is an extension of the prohibition against national origin discrimination in Title VI of the Civil Rights Act of 1964.

The DOT guidance outlines four factors that funding recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to people’s lives.
4. The resources available to the recipient and costs.

The 2016 five-year estimate of the American Community Survey provides some telling information about Limited English Proficiency in the Pikes Peak Area. The LEP population represents a small proportion of the overall population, although the proportion may be dramatically higher in certain areas. In Colorado Springs, about 2.3 percent of citizens 18 years or over reported that they speak English “less than very well”. About 23% of those who speak English “less than very well” and speak a language other than English are Spanish speakers, and about 26% speak “other languages”.

Although not present in large numbers, Asians and Pacific Islanders speak English “less than very well” at the highest rate - about 46%. Those who speak “Other Indo-European Languages” speak English “less than very well” at the lowest rate of about 17%.

It will therefore be important to have Spanish translation available (or on call) during all major plans and projects. Translation services for Asiatic and Pacific Island languages may become important in specific areas where those populations are present in larger numbers.

El Paso County reflects similar proportions and trends. A much lower percentage of the population of Teller County reported speaking a language other than English, and a lower percentage of those reported speaking English “less than very well”.

It is noteworthy that for each language category, people aged 65 and over speak English “less than very well” at a significantly higher rate than younger people, so for certain projects, translation services should be most available where there are elderly
populations of people who speak a language other than English. Among Asians and Pacific Islanders in Colorado Springs who speak a language other than English, for example, the rate of older individuals who reported speaking English “less than very well” was over 70%. Thus, without language services, people of this age and national origin are essentially barred from participating.

The most common languages in Colorado Springs other than English are 1. Spanish (by a large margin), 2. German, and 3. Korean, in that order. The vast majority of those who speak English “less than very well” in the Colorado Springs Metropolitan Statistical Area are US citizens.

PPACG will provide meaningful access for persons with limited English proficiency using three main approaches: translation services, accessible documents and an accessible website, and community outreach. Please refer to the Limited English Proficiency plan found on PPACG’s website for full details.
Mobility Management

While PPACG does not provide transit services, it does offer mobility management services for qualifying individuals. The Mobility Management program provides the framework for collaboration and coordination of specialized transportation services in the Pikes Peak Region. The Mobility Manager oversees the Mobility Coordinating Committee, which leverages resources and expertise in the region to foster public-nonprofit partnerships and build comprehensive specialized transportation networks to better serve seniors, people with disabilities, people with low incomes, and veterans. The Mobility Manager conducts public outreach to inform citizens of their transportation options, raise awareness of transportation challenges, and advocate for specialized transportation providers.

Access for People with Disabilities
Per the Public Participation Plan, the Pikes Peak Area Council of Governments is committed to accommodating the needs of persons with disabilities in order to ensure equal opportunities for participation in all transportation plans and programs.

PPACG’s metropolitan planning process will be carried out in accordance with the provisions of the Americans With Disabilities Act of 1990 and the Rehabilitation Act of 1973, which states “that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This includes having an equal opportunity of participation in public involvement activities that are part of the metropolitan planning process.

In addition to the methods used to reach all underserved communities, PPACG uses the services of the Independence Center (https://www.theindependencecenter.org/) to provide a range of accommodations for people with disabilities.

Administration

Title VI compliance will fall under the duty of the Title VI Coordinator, which includes but is not limited to reporting, maintaining a complaint log, data collection, providing technical assistance, and supplying information in the form of posters, guidelines, and compliance requirements. PPACG agrees to participate in training that includes Title VI and its requirements.

Title VI Investigations, Complaints, and Lawsuits
There have been no Title VI or discrimination-based investigations, complaints, or lawsuits received to date by PPACG.
Questions or complaints may be directed to (Title VI Coordinator):

John Liosatos  
Transportation Director  
Pikes Peak Area Council of Governments  
719-471-7080 x105  
jliosatos@ppacg.org

Procedures to follow when filing a complaint can be found below, along with the formal complaint form. This information is also available on PPACG’s website. Individuals have 180 days from the alleged discriminatory act in which to file a complaint.

Facilities

The Pikes Peak Area Council of Governments has not constructed and has no plans to construct any facilities such as storage facilities, maintenance facilities, or operations centers.

Documents

Copies of the following transportation documents can be found at:

http://www.ppacg.org/programs/transportation

- Currently Adopted Plan: 2040 Regional Transportation Plan
  - Human Services Transportation Coordination Plan (Appendix C)
  - Title VI – Environmental Justice (Appendix L)
- 2045 Regional Transportation Plan (in progress)
- FY 2019-2022 Transportation Improvement Program
- Unified Planning Work Program
- 2045 Small Area Forecast
Attachments

1. Assurances
2. Policy Statement – English
3. Policy Statement - Spanish
4. Title VI Notice to Beneficiaries and Complaint Process – English
5. Title VI Notice to Beneficiaries and Complaint Process – Spanish
6. Title VI Complaint Form – English
7. Title VI Complaint Form - Spanish
8. Sample PPACG Contract
9. Non-discrimination Poster – English
10. Non-discrimination Poster – Spanish
1. There have been no lawsuits or complaints alleging discrimination on the basis of race, color, or national origin filed against the Pikes Peak Area Council of Governments within the last year, July 1, 2017 through June 30, 2018.

2. There are no pending applications to any federal agency by the Pikes Peak Area Council of Governments other than to the FTA.

3. There were no civil rights compliance reviews performed on the Pikes Peak Area Council of Governments by any local, state or federal agency during the period July 1, 2017 through June 30, 2018.

4. Title VI will be enforced by the Pikes Peak Area Council of Governments for all contractors. All contracts with the Pikes Peak Area Council of Governments include compliance measures that, in effect, state that failure to comply with Title VI requirements will result in termination of the contract. A copy of the standard contract language regarding Title VI is attached.

Dated: March 5, 2019

Pikes Peak Area Council of Governments

by

Andrew Gunning
Executive Director
General Assurance

The Pikes Peak Area Council of Governments HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964, (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, that no person in the United States shall, on the grounds of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this assurance.

Specific Assurances

Federal Highway Program Assurance

More specifically and without limiting the above general assurance, the Pikes Peak Area Council of Governments hereby gives the following specific assurances with its Federal-aid Highway Program.

1. The Pikes Peak Area Council of Governments agrees that each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the Regulations will be (with regard to a “program”) conducted, or will be (with respect to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. The Pikes Peak Area Council of Governments requires that all contractors sign and agree to a professional services contract (see Appendix X) which explicitly outlines Title VI requirements and regulations.

3. That where the Pikes Peak Area Council of Governments receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. That where the Pikes Peak Area Council of Governments receives Federal financial assistance in form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights space on, over, or under such property.

5. That this assurance obligates the Pikes Peak Area Council of Governments for the period during which Federal financial assistance is extended to the program, except where the
Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Pikes Peak Area Council of Governments or any transferee for the longer of the following periods:

a. The period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the Pikes Peak Area Council of Governments retains ownership or possession of the property.

6. The Pikes Peak Area Council of Governments shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations and this assurance.

7. The Pikes Peak Area Council of Governments agrees that the United States has the right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations and this assurance.

**Federal Transit Administration Assurance**

The Pikes Peak Area Council of Governments HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Federal Transit Act of 1964, as amended, it will ensure that:

1. No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.

2. The Pikes Peak Area Council of Governments will compile, maintain, and submit in a timely manner Title VI information required by FTA Circular 4702.1A and, in compliance with the Department of Transportation Title VI regulation, 49 CFR Part 21.9.

3. The Pikes Peak Area Council of Governments will make it known to the public that those person or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

**Certification**
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Pikes Peak Area Council of Governments by the Department of Transportation under the Federal-aid Highway Program/Federal Transit Grant Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in the interest, and other participants in these same Federal-aid programs. The person whose signature appears below is authorized to sign this assurance on behalf of the Pikes Peak Area Council of Government.

DATED 3/5/19

Pikes Peak Area Council of Governments

By

[Signature]
Andrew Gunning
Executive Director
TITLE VI POLICY STATEMENT

It is the policy of the Pikes Peak Area Council of Governments that no person shall, on the basis of race, color, or national origin, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity as provided by Title VI of the Civil Rights Act, the Civil Rights Restoration Act of 1987, and any other applicable non-discrimination civil rights laws and regulations.

The Pikes Peak Area Council of Governments’ Title VI Administrator is granted the authority to administer and monitor the Title VI Plan as promulgated under the Title VI Civil Rights Act of 1964 and any subsequent legislation and will provide assistance as needed.

Andrew Gunning, Executive Director
Pikes Peak Area Council of Governments

Date

For more information contact:
Pikes Peak Area Council of Governments
Title VI Coordinator
15 S. 7th St.
Colorado Springs, CO 80905
719-471-7080
DECLARACION DE POLITICA CONFORME AT TITULO VI

Es política de la Organización de Planificación Metropolitana del Pikes Peak Area Council of Governments (PPACG) que a ninguna persona, por razones de raza, color, u origen nacional, se le excluya de participación, se le nieguen beneficios, o de cualquier otra manera se le discrimine bajo cualquier programa o actividad conforme at Título VI de la Ley de Derechos Civiles de 1964, la Ley de Restauración de Derechos Civiles de 1987, y cualquier otra ley o reglamento aplicables de derechos civiles contra la discriminación.

El Coordinador del Título VI del PPACG tiene la autoridad para administrar y supervisar el Plan del Título VI conforme se lo promulga en el Título VI de la Ley de Derechos Civiles de 1964 y cualquier legislación posterior, y ofrecerá asistencia según corresponda.

Andrew Gunning, Executive Director
Pikes Peak Area Council of Governments

Fecha: 3/5/19

Para obtener más información, comuníquese con:
Pikes Peak Area Council of Governments
Coordinador del Title VI
15 S. 7th St.
Colorado Springs, CO 80905
719-471-7080
Title VI Complaint Procedure

Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs and activities receiving federal assistance. As a sub-recipient of the Colorado Department of Transportation (CDOT), the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), the Pikes Peak Area Council of Governments (PPACG) has adopted a Title VI Complaint Procedure as part of its Title VI Program.

The purpose of Title VI is to prevent the denial, reduction or delay of benefits to minority populations, to ensure full and fair participation by affected population in transportation decisions, and to ensure that policies and programs of PPACG avoid producing disproportionately negative effects on minority populations.

Filing of Complaints

Complainants, or their representative, may file a written complaint with PPACG at any time within one hundred and eighty (180) days from the date of the alleged discriminatory act. Complainants can also file a complaint directly with PPACG at 15 South 7th Street, Colorado Springs, CO 80905, by email at jliosatos@ppacg.org, or by phone at 719-471-7080.

Individuals also have the right to file a complaint with an external entity such as CDOT, a federal or state agency, or a federal or state court. Should a complaint be filed with PPACG and an external entity simultaneously, the external complaint shall supersede the PPACG complaint and PPACG’s complaint procedures will be suspended pending the external entity’s findings.

Complaints shall state the name and address of the person, and if applicable, the name of the representative filing on behalf of the complainant, the name and address of the entity alleged to have committed the act of discrimination and shall set forth the particulars of that action and contain such other information as shall be required by PPACG.

All complaints will include the following information:

- Name, address, phone number, and email (if available) of the Complainant
• Name, address, phone number and relationship of representative of Complainant, (if applicable)
• Basis of complaint (i.e., race, color, national origin)
• Date of alleged discriminatory act(s)
• Date complaint received by PPACG
• A statement of the complaint, including specific details, relevant facts and documentation

Tracking System

PPACG’s Title VI Administrator will maintain a Complaint Intake Log for PPACG of all complaints received establishing the race, color, or national origin or protected class of the complainant; the identity of the recipient; the nature of the complaint; the date of the investigation, lawsuit, or complaint; a summary of the allegations; the status of the investigation, lawsuit or complaint; and actions taken in response to the investigation, lawsuit or complaint. This log will be maintained electronically and in hardcopy format at PPACG offices and will available for review. Records of the Title VI related complaints and investigations will be kept for forty eight (48) months.

Procedure of Investigation of Complaints

Within fifteen (15) days, PPACG shall confirm receipt of the complaint and inform the Complainant of the investigation process.

Within sixty (60) days, should the complaint have merit, PPACG shall commence an investigation of the allegation(s). The purpose of an investigation is to determine whether there is a reason to believe that a failure to comply with Title VI of the Civil Rights Act of 1964 has occurred. In addition, PPPACG will render a recommendation for action in a report of findings or resolution. The investigation may include discussion(s) of the complaint with all affected parties to determine the problem. The Complainant may be represented by an attorney or other representative of his/her own choosing and may bring witnesses and present testimony and evidence in the course of the investigation.

Within ninety (90) days, PPACG will notify the Complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the Complainant of his/her right to file a formal complaint with CDOT’s Title VI Coordinator, if they are dissatisfied with final decision rendered by PPACG.

Resolution of Complaints

If a probable cause of discriminatory practice based on race, color or national origin is found to exist, PPACG shall endeavor to eliminate said practice by means of a Remedial Action Plan. The Remedial Action Plan shall include: a list of corrective actions accepted by the agency; a description of how the corrective action will be implemented; and a
written assurance that the agency will implement the accepted corrective action in the manner discussed in the plan.

Where attempts to resolve the complaint fail, the Complainant shall be notified in writing of his or her right to submit the complaint to the FHWA or FTA as cited in FTA Circular 4702.1B.
El Titulo VI de la ley de Derechos Civiles de 1964, según su enmienda, prohíbe la discriminación por razones de raza, color u origen nacional en programas y actividades que reciben asistencia federal. Como beneficiario secundario del Departamento de Transporte de Colorado (CDOT), de la Administración Federal de Autopistas (FHWA) y de la Administración Federal de Transito (FTA), Pikes Peak Area Council of Governments (PPACG) ha adaptado un procedimiento de quejas conforme al Título VI, como parte del Programa del Título VI.

El objetivo del Título VI es prevenir la negación, limitación o demora de beneficios destinados a poblaciones minoritarias, y de esta manera asegurar la participación total y justa de las poblaciones afectadas por decisiones relacionadas con el transporte y garantizar que las políticas y los programas del PPACG eviten efectos negativos desmedidos en poblaciones minoritarias.

Presentación de Quejas
Las personas que presentan una queja, o sus representantes, podrán presentarla por escrito ante el PPACG en cualquier momento dentro de los ciento ochenta (180) días posteriores a la fecha del supuesto acto discriminatorio. Las personas que presentan una queja también pueden presentarla directamente ante el PPACG en 15 South 7th Street, Colorado Springs, CO 80905, por correo electrónico a travel@ppacg.org, o por teléfono al 719-471-7080.

También tiene derecho a presentar una queja ante una entidad externa como CDOT, una agencia federal o estatal, o una corte federal o estatal. Si se presenta una queja simultáneamente ante el PPACG y una entidad externa, la queja externa tendrá prioridad sobre la queja del PPACG y se suspenderá el proceso de quejas del PPACG en espera de los resultados de la investigación de la entidad externa.

Las quejas deberán indicar el nombre y la dirección de la persona, y si corresponde, el nombre del representante de quien presenta la queja, el nombre y la dirección de la entidad que cometió el supuesto acto discriminatorio, los detalles de la acción y cualquier otra información que el PPACG exija.

Todas las quejas incluirán la siguiente información:
• Nombre, dirección, numero de teléfono, y correo electrónico (de estar disponible) de la persona que presenta la queja

• Nombre, dirección, numero de teléfono y relación del representante con la persona que presenta la queja (si corresponde)

• Razones de la queja (es decir, raza, color, origen nacional)

• Fecha del (de los) supuesto(s) acto(s) discriminatorio(s)

• Feche en la que el PPACG recibió la queja

• Una declaración de la queja que incluya detalles específicos, hechos relevantes y documentación.

**Sistema de Seguimiento**

El administrador del Título VI del PPACG mantendrá un registro de ingreso de quejas para el PPACG que incluirá todas las quejas recibidas y establecerá la raza, el color, el origen nacional o cualquier otra categoría protegida por ley de la persona que presenta la queja; la identidad del beneficiario; la naturaleza de la queja; la fecha de la investigación, del litigio o de la queja; un resumen de las acusaciones; el estado de la investigación, del litigio o de la queja; y las medidas tomadas en respuesta a la investigación, el litigio o la queja. Este registro se mantendrá en forma electrónica y en formato impreso en las oficinas del PPACG y estará disponible para su revisión. Los archivos de todas las quejas e investigaciones relacionadas al Título VI se mantendrán durante cuarenta y ocho (48) meses.

**Procedimiento de Investigación de Quejas**

Después de quince (15) días, el PPACG deberá confirmar la recepción de la queja e informar a la persona que la presente sobre el proceso de investigación.

Después de sesenta (60) días, si se determina que la queja tiene fundamentos válidos, el PPACG deberá iniciar una investigación de la(s) acusación(es). El objetivo de la investigación es determinar si existen razones para creer que se ha incurrido en el incumplimiento del Título VI de la Ley de Derechos Civiles de 1964. Además, el PPACG presentará una recomendación de pasos a seguir en un informe de hallazgos o en una resolución. La investigación puede incluir discusiones de la queja con todas las partes afectadas para determinar el problema. El demandante puede ser representado por un abogado o cualquier otro representante que este elija y puede traer testigos y presentar testimonio y evidencia durante el transcurso de la investigación.

Después de noventa (90) días, el PPACG notificara por escrito a la persona que presento la queja sobre la decisión tomada, incluyendo la disposición propuesta sobre el asunto. La notificación informara a la persona que presento la queja sobre su derecho a presentar una queja formal ante el coordinador del Título VI del CDOT, en caso de estar insatisfecho con la decisión final presentado por el PPACG.
Resolución de Quejas

Si se descubre que existe causa probable de actos discriminatorios basados en raza, color u origen nacional, el PPACG deberá procurar que se eliminen esos actos a través de un Plan de Medidas Correctivas. El Plan de Medidas Correctivas deberá incluir: una lista de medidas correctivas aceptadas por la agencia; una descripción de cómo se implementarán las medidas correctivas; y una garantía escrita de que la agencia implementará las medidas correctivas conforme a las estipulaciones del plan.

Si no se logra resolver la queja, la persona que la presentó deberá ser notificada por escrito sobre su derecho a presentar la queja ante la Administración Federal de Autopistas o ante la Administración Federal de Transito, conforme a la Circular 4702.1B de la FTA.
## TITLE VI DISCRIMINATION COMPLAINT FORM

### Section I:

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone (Home):</td>
</tr>
<tr>
<td>Electronic Mail Address:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accessible Format Requirements?</th>
<th>Large Print</th>
<th>Audio Tape</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDD</td>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

### Section II:

Are you filing this complaint on your own behalf?  

*Yes*  

No  

*If you answered "yes" to this question, go to Section III.

If not, please supply the name and relationship of the person for whom you are complaining:

Please explain why you have filed for a third party:

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.  

*Yes*  

No  

### Section III:
I believe the discrimination I experienced was based on (check all that apply):

[ ] Race  [ ] Color  [ ] National Origin

Date of Alleged Discrimination (Month, Day, Year): __________

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

### Section IV

<table>
<thead>
<tr>
<th>Have you previously filed a Title VI complaint with this agency?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

### Section V

<table>
<thead>
<tr>
<th>Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If yes, check all that apply:

[ ] Federal  _________________  Agency:  

[ ] Federal  _________________  Court  

[ ] State  _________________  Court  

Please provide information about a contact person at the agency/court where the complaint was filed.

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Agency:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
</tr>
</thead>
</table>

### Section VI

<table>
<thead>
<tr>
<th>Name of agency complaint is against:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact person:</th>
</tr>
</thead>
</table>
Title: 

Telephone number: 

You may attach any written materials or other information that you think is relevant to your complaint. 
Signature and date are required below

____________________________________  __________________
Signature                                     Date

Please submit this form in person at the address below, or mail this form to:
Pikes Peak Area Council of Governments
Title VI Program Coordinator
15 South 7th St
Colorado Springs, CO 80905
or submit electronically to: travel@ppacg.org
FORMULARIO DE QUEJA POR DISCRIMINACIÓN CONFORME AL TÍTULO VI

<table>
<thead>
<tr>
<th>Sección I:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Nombre:</td>
<td></td>
</tr>
<tr>
<td>Dirección:</td>
<td></td>
</tr>
<tr>
<td>Teléfono (domicilio):</td>
<td>Teléfono (trabajo):</td>
</tr>
<tr>
<td>Dirección de correo electrónico:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>¿Requisitos de formato accesible?</th>
<th>Letra grande</th>
<th>Cinta de audio</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dispositivo de comunicación para sordos (TDD)</td>
<td>Otro</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sección II:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>¿Usted presenta esta queja en su propio nombre?</td>
<td>Sí* No nombre?</td>
</tr>
</tbody>
</table>

*Si su respuesta a la pregunta fue "Sí", pase a la Sección III.

De lo contrario, indique el nombre y la relación que tiene con la persona en cuyo nombre usted presenta la queja:

Explique por qué ha presentado una queja en nombre de un tercero:

<table>
<thead>
<tr>
<th>Confirme que cuenta con el consentimiento de la parte agravada si usted está presentando una queja en nombre de un tercero.</th>
<th>Sí</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sección III:</th>
<th></th>
</tr>
</thead>
</table>
En mi opinión, la discriminación que sufrí se basó en (marque todas las opciones que apliquen):
[ ] Raza [ ] Color [ ] Origen nacional
Fecha de la supuesta discriminación (mes, día, año): __________
Explique con la mayor claridad posible qué sucedió y por qué piensa que fue discriminado. Indique todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la(s) persona(s) que lo discriminaron (si son de su conocimiento), y los nombres y la información de contacto de cualquier testigo. Si necesita más espacio, utilice el dorso de este formulario.

<table>
<thead>
<tr>
<th>Sección IV</th>
</tr>
</thead>
<tbody>
<tr>
<td>¿Ha presentado previamente una queja conforme al Título VI en esta agencia?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sección V</th>
</tr>
</thead>
<tbody>
<tr>
<td>¿Ha presentado esta queja en otra agencia federal, estatal o local, o ante un tribunal federal o estatal?</td>
</tr>
</tbody>
</table>

Si la respuesta es "Sí", marque todas las opciones que correspondan:

[ ] Agencia federal ________________
[ ] Tribunal federal ________________ [ ] Agencia estatal ________________
[ ] Tribunal estatal ________________ [ ] Agencia local ________________

Indique la información de contacto de una persona en la agencia/el tribunal donde la queja fue presentada.

Nombre: 
Puesto: 
Agencia: 
Dirección: 
Teléfono: 

<table>
<thead>
<tr>
<th>Sección VI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nombre de la agencia contra quien se presenta la queja:</td>
</tr>
<tr>
<td>Persona de contacto:</td>
</tr>
<tr>
<td>Puesto:</td>
</tr>
<tr>
<td>Número de teléfono:</td>
</tr>
</tbody>
</table>

Puede adjuntar cualquier material escrito o cualquier otra información que usted considere relevante para su queja. A continuación deberá firmar e indicar la fecha.
Entregue este formulario personalmente en la dirección que se indica a continuación, o envíe el formulario por correo a:
Pikes Peak Area Council of Governments
Title VI Program Coordinator
15 South 7th St
Colorado Springs, CO 80905
O, envíe un correo electrónico a: travel@ppacg.org
PIKES PEAK AREA COUNCIL OF GOVERNMENTS  
(PPACG DEPARTMENT)  

(project)  

CONTRACT FOR  
********** SERVICES  

This Contract is made and entered into this*** day of *******, by and between Pikes Peak Area Council of Governments, having offices at 15 South Seventh Street, Colorado Springs, Colorado 80905 (hereinafter "PPACG"), and ********, having offices at *********, (hereinafter "Contractor").  

RECITALS  

A. PPACG, a voluntary advisory board doing business at the address set forth above, desires to have certain work and services performed as outlined herein below.  

B. Contractor is regularly engaged in the business of supplying work and services in the kind desired by PPACG and agrees to perform said work and services for PPACG under the terms and conditions set forth in this Contract.  

In consideration of the mutual promises and obligations set forth herein, it is agreed by and between PPACG and Contractor (collectively called "the parties") as follows:  

1. Employment of Contractor  

PPACG hereby agrees to engage Contractor, and Contractor hereby agrees to perform the services hereinafter set forth in Section 3 of this Contract and in Exhibit A: ***** Scope of Work.  

The cost shall not exceed ******** dollars ($******), the time for performance shall not exceed ****(**) months, or ******(***) calendar days from time of Contract execution.  

2. Purpose  

The purpose of this project will be:  

(Summarize purpose)
3. **Scope of Services**

Tasks to be performed under this Contract are outlined in ******** Scope of Services, attached hereto and made a part of this Contract, hereinafter referred to as Exhibit A. Contractor shall do, perform, and carry out in satisfactory manner, as determined by PPACG, those services specified in Exhibit A. PPACG will provide staff support for appropriate interface with Contractor.

When one of the parties of this Contract recognizes that a change in the Scope of Services may be required, it shall, as soon as practical, bring the matter to the attention of the other party. Any change in the nature of work or project cost shall be accomplished through a written amendment to the Scope of Services and a Cost Summary Addendum. Major changes that result in a change in the nature of the final work tasks shall require both the written consent of Contractor and the written approval of PPACG. Minor changes affecting intermediate work tasks or altering work methods may be accomplished through verbal consent of both parties. Nothing in this paragraph shall alter the provisions of Sections 26, 27, 28, and 29.

4. **Products and Services**

Contractor shall deliver all products and those services specified in Exhibit A, specifically identified to be performed by Contractor in conjunction with the submittal of monthly billings.

5. **Independent Contractor Status**

PPACG and Contractor intend, understand, and agree that the relationship created between them by this Contract is and shall be deemed to be that of Client-independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Contractor is not an employee of PPACG. Similarly, no agent, employee, or servant of Contractor shall be or shall be deemed to be the employee, agent, or servant of PPACG. None of the benefits provided by PPACG to its employees, including, but not limited to, group insurance, pension, or benefit plans, workers compensation insurance and unemployment insurance, are available from PPACG to the employees, agents or servants of Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, servants, and subcontractors during the performance of this Contract.

PPACG may, during the term of this Contract, engage other independent contractors to perform the same work that Contractor performs hereunder.
PPACG is interested only in the results obtained under this Contract. The specific manner and means of conducting the contract work are within the sole control and direction of Contractor. Notwithstanding the foregoing, all work performed hereunder shall be done in accordance with the terms of this Contract and will be subject to PPACG's continuing right of review, inspection and approval.

6. Time of Performance

This Contract shall become effective upon its approval by the parties hereto. The period of the Contract shall not exceed *** calendar days, or *** months from the effective date. The parties may extend the Contract through mutual agreement as required. Work shall be performed under this Contract according to a written schedule proposed by Contractor and approved by PPACG. Contractor indicates in the written schedule the phasing of the project requirements. The initial schedule prepared prior to commencement of work may be modified from time to time as necessary. When one of the parties to this Contract recognizes that a change in the schedule may be required, it shall, as soon as practical, bring the matter to the attention of the other party. Contractor's obligations of confidentiality and representations shall survive termination or expiration of this Contract. These obligations shall remain binding upon Contractor for the time periods and to the extent of the provisions set forth in Sections 20, 21, and 25. Contractor shall begin contract work promptly and diligently proceed with the same toward completion in accordance with the mutually agreed upon written schedule. Notwithstanding the foregoing, in performing the Contract work hereunder, the hours Contractor is to work on any given day shall be entirely within Contractor's control, and PPACG will rely upon Contractor to devote such effort and work hours as is necessary to satisfactorily perform under this Contract.

7. Compensation

Total compensation to be paid to Contractor for all services identified in Exhibit A shall not exceed ******** Dollars (**) without supplemental agreement. The basis for compensation is detailed in Exhibit A.

8. Method of Payment

Contractor shall bill PPACG on a monthly basis upon completion of the work set forth in Section 3 and 4 of this Contract. PPACG shall pay Contractor within forty-five (45) days after PPACG’s acceptance of the billing. Acceptance of the billing will be within ten (10) days of receipt of the billing, or PPACG will contact Contractor concerning deficiencies. Ten (10) percent of the compensation requisitioned by Contractor shall be retained by PPACG until the services have been satisfactorily completed as determined by
PPACG. This determination will be made within sixty (60) days of completion of the contract work tasks.

All costs billed to PPACG shall be supported by adequate records and invoices documenting actual direct labor time devoted to the project and the sources and amounts of project expenses. Contractor shall, as deemed necessary, permit PPACG, its granting agencies, and the Comptroller General of the United States, or their designated representatives, to inspect and audit all records and invoices relating to Contractor's performance of work under this Contract.

9. Subcontract

Contractor shall remain responsible for the satisfactory completion of all work and services covered by this Contract and by any subcontractors.

10. Records

Contractor shall maintain accounting records and other evidence pertaining to the costs incurred pursuant to this Contract as described in OMB Circular A-102, Attachment P, a copy of which is attached to this Contract as Exhibit B, and shall make the records available at its office at all reasonable times during the period of this Contract and for three years from the date of the final payment of Federal Funds to PPACG with respect to this Contract. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by PPACG, and copies thereof shall be furnished if requested.

11. Place of Work

The contract work shall be performed by Contractor largely at Contractor's home office, branch offices or regular place of business. Contractor will, when necessary and upon reasonable request, travel to and perform contract work at PPACG's facility, or such other location as may be reasonably requested by PPACG.

12. Materials and Equipment

Contractor shall obtain and furnish, at Contractor's sole risk and expense, all materials, supplies, tools, equipment, vehicles, offices, facilities and services necessary or desirable to satisfactorily undertake, perform and complete the contract work and terms of this Contract in a safe, workmanlike and diligent manner.

13. Personnel

Contractor shall, at its own risk and expense, provide all necessary labor, personnel, supervision and management to satisfactorily undertake, perform and complete the contract work and the terms of this Contract in a safe, workmanlike and diligent manner, and shall be solely responsible for and in full control of the work performed by such personnel. All persons hired or engaged by Contractor in the performance hereof shall be and remain Contractor's employees, agents, or servants.
14. Work Standards

Contractor shall conduct the contract work diligently and in a safe, prudent, and workmanlike manner, and shall comply with all applicable laws and regulations as provided below, with all applicable provisions of this Contract and with the professional and industry standards applicable to work and services of a like kind.

15. Contract Work Task

As each segregable portion of the contract work (hereinafter "contract work task") is completed, Contractor shall deliver the results to PPACG. The contract work task results shall be delivered as agreed between the parties. Contractor shall also deliver to PPACG, with the contract work task, a copy of all memoranda, calculations, and data used or developed by Contractor in preparing the contract work task results and performing the contract work.

The contract work task results shall include all drawings, designs, flow sheets, plans, specifications, estimates, reports, studies, maps, data, and other results of the contract.

16. Insurance

Contractor shall obtain and maintain throughout the term of the Contract, at Contractor's sole expense, workers compensation and/or employer's liability insurance in an approved company or companies, to cover all classifications of work and workers herein contemplated in accordance with applicable law and regulation. Contractor will also carry and maintain throughout the term of this Contract general public liability insurance coverage in an approved company or companies, of a nature and in an amount reasonable and customary for the applicable industry for work, services, and risks of the kind to be provided or encountered by Contractor.

In no event, however, shall such general public liability coverage have limits less than Two Hundred Thousand Dollars ($200,000.00) for each person, and One Million Dollars ($1,000,000.00) for each accident or incident. Certificates of the foregoing insurance coverage shall be furnished to PPACG within fifteen (15) days from the date of execution hereof.

The foregoing required insurance coverage shall be adequate to protect both Contractor and PPACG from all liability on account of injury or damage done to the persons or property of any and all persons during or in consequence of the performance of the work and services herein contracted for. The maintenance of such insurance shall not affect Contractor's obligation to indemnify PPACG, as provided in Section 17 below, but maintenance of such approved insurance shall be a condition precedent to the payment to Contractor of compensation for the performance of the contract work.

17. Liability: Indemnification
Contractor is an independent contractor and shall be solely responsible for all its acts and the acts of its agents, employees, and permitted subcontractors while engaged in the performance of the contract work. Contractor, personally and for all its heirs, successors or assigns, covenants and agrees to indemnify and save harmless PPACG, absolutely and without limit, against all liability, claims, demands, suits, judgments, costs or expenses, of whatever form or nature, including its reasonable attorney fees and costs, including, but not limited to, bodily injury to or death of any person or persons (including employees or agents of PPACG or Contractor), damage to or loss of property of PPACG, made or recovered by any and all persons whomsoever on account of, or resulting from, and any liability which may be imposed upon PPACG, or any loss suffered by PPACG, as the result of the negligent acts or omissions of Contractor, Contractor's agents, employees, or permitted subcontractors, during the performance of the work herein contracted for. Contractor agrees to provide insurance, which will cover the loss or damage to any of PPACG's property by Contractor or its agents or subcontractors, used or obtained in connection with the work or services performed under this Contract.

18. Directions and Instructions

Contractor agrees to comply with all reasonable directions and instructions given by PPACG concerning the contract work. Contractor and its subcontractors shall reasonably comply with generally accepted practices for health, safety, and welfare of the general public. Notwithstanding the foregoing, nothing herein shall limit or be interpreted as conflicting with the provisions of this Contract concerning independent contractor status of Contractor and all subcontractors, but in the event of any such conflict, the provisions set forth in Section 5 herein above shall govern.

19. Compliance with Laws

Contractor shall comply with all applicable laws, rules, regulations, and ordinances of federal, state and local government authorities having jurisdiction over Contractor or any of the contract work, or activities carried out in the name of or on behalf of PPACG. Contractor shall obtain, at its own expense, all permits, licenses, and equipment required of it by such authorities to enable Contractor to engage in the contract work. Without limiting the foregoing, Contractor, for itself, its permitted assignees and successors, agrees as follows:

a) Compliance with Regulations

Contractor will comply with the Regulations of the federal department governing this Contract relative to nondiscrimination in federally assisted programs of the department (Title 49, Code of Federal Regulations Part 21, hereinafter referred to as the
Regulations, which are herein incorporated by reference and made a part of this Agreement).

b) Contractor certifies that neither the firm nor its employees or subcontractors have been: (i) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (Federal, state or local) contract or subcontract, (ii) listed by a federal governmental agency as debarred, (iii) proposed for debarment or suspension or otherwise excluded from federal program participation, (iv) been convicted of or had a civil judgment rendered against them regarding dishonesty or breach of trust, including but not limited to, the commission of a fraud including mail fraud or false representations, violation of a fiduciary relationship, violation of Federal or state antitrust statutes, securities offenses, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or (v) within a three (3) year period preceding the date of this agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

c) **Nondiscrimination**

Contractor, with regard to the work and services performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

d) **Solicitations of Subcontractors Including Procurement of Materials and Equipment**

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

e) **Information and Reports**

Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities to the authorized representative of
PPACG as may be determined by PPACG to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the same, Contractor shall so certify to PPACG and shall set forth what efforts it has made to obtain the information.

f) Incorporation of Provisions

Contractor will include the provisions this Section 19a through 19f in every permitted subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations order, or instructions issued pursuant thereto. Contractor will take such action with respect to any subcontract procurement as PPACG may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request PPACG to enter into such litigation to protect the interests of PPACG, and in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States. g) Sanctions for Noncompliance

In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, PPACG shall impose such Contract sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding of payments to Contractor under the Contract, until Contractor complies, and/or
(2) Cancellation, termination, or suspension of the Contract, in whole or in part.

g) Contractor agrees to indemnify and save harmless PPACG, its officers, directors, employees, agents and representatives from and against any and all liability, penalties, costs and expenses due to Contractor's failure to comply with any of the requirements of this Section 19, and to defend, at its expense, against all lawsuits and actions or proceedings resulting from any such failure to which the above agreement to indemnify pertains.

20. Proprietary Information

All contract work, contract work task results and all written or oral information submitted or disclosed by PPACG to Contractor in connection with or under this Contract shall be considered and treated as the confidential and proprietary property of PPACG and will be safeguarded by Contractor to at least the same extent as Contractor safeguards like information relating to Contractor's own business. If, however, such data is publicly available, is already in Contractor's possession or known to Contractor, or was rightfully obtained by
Contractor from third parties, Contractor shall bear no responsibility for its subsequent disclosure. Except as may be specifically covered by a separate, written confidentiality agreement between PPACG and Contractor, PPACG shall have no obligation of confidentiality with respect to any information disclosed to PPACG by Contractor. The provisions of this Section shall remain binding on Contractor after completion, expiration, or termination of this Contract for five (5) years after such date of completion, expiration or termination. Excluded is information disclosed as part of the public process.

21. Proprietary Rights Ownership

All materials, data, calculations, programs, specifications, routines, codes, techniques, ideas, formulae or information utilized, discovered or developed, together with all rights, under or in connection with the Contract work product, this Contract, or the work or services performed hereunder by Contractor (“Work Product”) are and shall remain the sole property of PPACG, unless otherwise specifically agreed in writing, and shall be returned or delivered to PPACG in good order when the contract work is completed or when PPACG reasonably requests. The proprietary property of PPACG shall, to the extent necessary for the performance of contract work hereunder, be made available to Contractor. PPACG shall not use or revise the Work Product for another project location or sell or give the Work Product to any other party for their use without the written consent of, and reasonable compensation to the Contractor. Any reuse by PPACG shall be at PPACG’s sole risk and without liability or legal exposure to Contractor.

22. Inspection

At any time during normal business hours, and as often as PPACG may reasonably deem necessary, Contractor shall permit authorized representatives of PPACG to review, inspect and approve the progress of the contract work being performed by Contractor hereunder and/or any applicable contract work product. PPACG agrees to exercise its good faith efforts to limit the disruption caused by any such inspection. PPACG’s inspection, review, and approval shall not relieve Contractor of its responsibilities to perform and complete the contract work as required hereby, nor relieve Contractor of any of its obligations.

23. Publication

No material, data or information produced in whole or in part under this Contract shall be subject to copyright or any other intellectual property interest in Contractor, without prior written approval of PPACG. Contractor further agrees that it will not make, nor consent to, publicity releases or announcements concerning this Contract, contract work product, or Contractor's participation in the contract work, without the prior written consent of PPACG. PPACG shall have unrestricted
authority to publish, disclose, distribute and otherwise use, as well as copyright in whole or in part, the contract work product and/or any reports, data, or other materials or information prepared, created or produced under this Contract or in connection with the contract work performed hereunder, and PPACG shall take all responsibility and liability for the means of dissemination of such information.

24. Taxes and Contributions

Contractor shall pay all taxes levied or assessed against Contractor or its property, or imposed on Contractor, or required to enable Contractor to engage in the business of performing the contract work. Taxes to be paid by Contractor include, without limitation, all sales and use taxes, all employment taxes, and contributions imposed by any law, trade union contracts, or regulations, with respect to or measured by wages, salaries or other compensation paid to Contractor's employees or subcontractors. These also include taxes or contributions for unemployment compensation insurance, old age benefits, welfare funds, pensions, annuities, and disability insurance. Contractor shall defend and indemnify PPACG, and hold PPACG harmless, from all liability for all such taxes and contributions and for interest and penalties for failure to pay them.

25. Representations

Contractor represents to PPACG that Contractor is engaged in the business of conducting work and services of the nature of the contract work and that Contractor has an adequate, competent, and fully trained organization for that purpose.

Contractor represents that the contract work will be performed and completed in accordance with the terms and provisions of this Contract. All representations stated herein shall remain in effect for a period of one (1) year following expiration or termination of this Contract.


PPACG shall, from time to time, have the right to request changes to the contract work to be performed by Contractor hereunder (called "changes"). For purposes of this Contract, the term "changes" shall mean only a substantial increase, decrease or change in the contract work which was not expressly provided for in, or reasonably inferred from, the provisions of this Contract and which (a) increases or decreases Contractor's or PPACG's costs, expenses or obligations, or (b) requires a change in any completion dates or schedules, or (c) affects any warranties or guarantees. The term shall not include minor changes resulting from instructions, directions, or requests by PPACG's representatives required for flexibility in performing the objectives of this Contract. Changes shall also not include additional designs, reports, materials, consultations, purchases, tools, equipment, personnel,
supervision or any amount or type of work or services furnished or required in order to fulfill the original intent and scope of this Contract, or to correct errors or defects in Contractor's work.

Whenever PPACG proposes a change, it will give Contractor a written notice describing in detail the proposed change and such information as is reasonably required to enable Contractor to evaluate the same. The notice shall be in writing and signed by an authorized PPACG representative but will be considered only a request for Contractor's reply and will not be binding on either party unless and until the change is finally approved in writing by PPACG as hereinafter provided.

Promptly after receipt of the notice, Contractor will reply thereto by delivering to PPACG the following in writing: (a) when the change can be made without effect on the contract price, completion dates or schedules, (b) the effect of the change on contract work schedules and completion dates, (c) the effect, if any, on warranties and guarantees, and, (d) Contractor's estimate of the amount by which the contract price would be increased or decreased by reason of the changes. If, upon receipt and review of Contractor's reply, PPACG elects to make the change, it shall deliver to Contractor written change authorization directing Contractor to proceed with the change as described in the written change proposal notice or as modified in the written change authorization. Contractor shall thereupon proceed promptly with the change.

27. Suspension of Contract Work

Whenever PPACG requests, in writing, Contractor to suspend all or part of the contract work, Contractor shall promptly comply therewith until notified otherwise by PPACG in writing. Contractor shall be reimbursed by PPACG for all costs and expenses actually incurred by Contractor during each period of suspension requested by PPACG, which costs and expenses are necessarily and directly incurred in complying with the suspension requested by PPACG. Whenever a period of suspension requested by PPACG exceeds thirty (30) consecutive days, it shall be considered a change if and to the extent Contractor's costs, the contract work sequence, or completion dates will be affected by the continued suspension, or if PPACG reasonably considers that a change is required. In any such case, a change authorization will be issued, and all of the provisions of this Contract concerning change shall apply.

If the date of resumption set by PPACG is not within ninety (90) days after the date of suspension, Contractor may abandon that portion of the contract work so suspended and shall be entitled to payment for costs incurred. PPACG shall not be liable for any damages, including lost profits, because of suspension of the contract work, or for any contract work performed contrary to the notice of suspension.

28. Termination
a) **For Cause**

If, through any cause, either party hereto should fail to fulfill, in a timely and proper manner, its material obligations under this Contract, or if either party hereto should violate any of the material covenants, agreements, or conditions of this Contract, the non-defaulting party shall thereupon have the right, subject to a ten (10) day right of the defaulting party following receipt of notice of default to cure or remedy the failure or violation, to terminate this Contract by giving written notice to the defaulting party specifying all deficiencies.

In the event of termination under this Section 28a, PPACG shall pay Contractor only for contract work performed by Contractor in the manner required hereunder up to the effective date of the termination, at rates not to exceed that portion of the contract price applicable to the contract work performed. All finished or unfinished documents, programs, data, studies, drawings, maps, models, photographs, reports and other materials proposed, created or produced by Contractor hereunder shall be immediately returned and delivered to PPACG or, at PPACG’s sole discretion, destroyed.

b) **For Convenience**

PPACG shall have the right to terminate this Contract at any time by giving thirty (30) days prior written notice to Contractor of such termination. In the event of termination under this Section 28b, all finished or unfinished documents, programs, data, studies, surveys, drawings, maps, models, photographs, and reports or other material or products prepared or produced by Contractor under this Contract shall, at the option of PPACG, become its sole property. Contractor shall, in the event of termination under this Section 28b, be entitled to receive just and equitable compensation for that portion of the contract work performed in accordance with this Contract up to the time of termination at rates not to exceed that portion of the contract price applicable to the contract work performed by Contractor. PPACG further agrees to reimburse Contractor for those expenses actually and necessarily incurred and paid by Contractor because of the termination for which Contractor has not been otherwise compensated. PPACG shall not be liable for any damage, including those for anticipated profits, because of termination.

29. **Modification**

This Contract contains the entire agreement between the parties on the subject matter hereof, supersedes, and governs over all prior or contemporaneous correspondence, discussions, communications, understandings, and agreements between the parties relating thereto. Amendments or Modifications to this Contract shall be effective only if agreed upon in writing signed by both parties and referencing this Contract.
30. Officials Not To Benefit

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

31. Nonassignability

Contractor shall not assign any right interest duty or obligation in or under this Contract, nor delegate or subcontract the performance of all or any of its duties hereunder without the prior written consent of PPACG. All permitted subcontractors shall be subcontractors only of Contractor and shall not be contractors or subcontractors of PPACG.

32. Interpretation

This Contract shall be interpreted and governed in accordance with the laws and decisions of the State of Colorado.

33. Disclosure of No-Financial-Interest Statement

Contractor understands that PPACG desires to have Contractor prepare this (project). Contractor further understands that PPACG seeks objective evaluations and recommendations from Contractor for these services.

a) Contractor specifies that it can provide independent and objective recommendations for this project, and further specifies that Contractor has no financial or other interests in the outcome of this project. Contractor agrees that all decisions regarding proposed or recommended actions on the project are the responsibility of PPACG.

b) Contractor discloses that it does not own any interest in any property, options to purchase property, or any business enterprise that would be financially enhanced or diminished by recommendations that could be proposed for this project.

c) Contractor agrees to disclose to PPACG, or, where appropriate, to cooperating agencies, if requested, the extent and scope of all prior involvement related to the project as part of the proposal submittal.

d) Contractor discloses that it is not aware of any direct benefit it may receive for a recommendation or whether any recommendation would aid proposals sponsored by Contractor’s other clients.

e) Contractor shall assume all responsibility for making a determination of any conflict of interest or financial interest on the part of any subcontractors to this contract and for providing assurance to PPACG that any conflict of interest on the part of subcontractors is identified and resolved before any work is performed by subcontractor.

IN WITNESS WHEREOF, PPACG and Contractor have duly executed and entered into this Agreement as of the date first above written.
Pikes Peak Area Council of Governments (contractor)
By:
______________________________

Andrew Gunning
Executive Director

Name:
Title

ATTEST:
By:______________________________

ATTEST:
By:______________________________
NOTICE TO BENEFICIARIES OF PROTECTION UNDER TITLE VI

Non-Discrimination Notice

The Pikes Peak Area Council of Governments (PPACG) Metropolitan Planning Organization (MPO) provides services and operates programs without regard to race, color, and national origin in compliance with Title VI. Members of the public may request additional information regarding PPACG’s non-discrimination obligations by requesting a copy of PPACG’s Title VI program.

Pikes Peak Area Council of Governments
Title VI Program Coordinator
15 South 7th Street

This notice is provided in compliance with 49 CFR Section 21.9 (d).
Colorado Springs, CO 80905

For additional information on PPACG’s non-discrimination obligations or to file a complaint, please call (719) 471-7080.

AVISO A BENEFICIARIOS DE LA PROTECCIÓN DEL TÍTULO VI

Aviso Anti-discriminatorio

El Pikes Peak Area Council of Governments (PPACG) Organización de Planificación Metropolitana provee servicios y opera programas sin considerar raza, color y nacionalidad de origen, en cumplimiento con el Título VI. Los miembros del público pueden obtener información adicional sobre las obligaciones anti-discriminatorias del PPACG solicitando una copia del programa del Título VI del PPACG.

Pikes Peak Area Council of Governments
Title VI Program Coordinator
15 South 7th Street
Colorado Springs, CO 80905

Para más información sobre las obligaciones anti-discriminatorias del PPACG o para presentar una queja, por favor llame a (719) 471-7080.

Este aviso se provee en cumplimiento con el 49 CFR Sección 21.9 (d).
RESOLUTION BY
THE PIKES PEAK AREA COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS
APPROVING
THE TITLE VI AND LIMITED ENGLISH PROFICIENCY PLANS
FOR THE METROPOLITAN TRANSPORTATION PLANNING PROGRAM

March 13, 2019

WHEREAS, Title 23, Chapter 1, Section 134 and Title 49, Section 8, United States Code, as updated by the Moving Ahead for Progress in the 21st Century (MAP-21) Act of 2012, requires that each urban area, as a condition to the receipt of Federal Capital or Operating Assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in transportation plans and programs consistent with the planned development of an urbanized area, and

WHEREAS, pursuant to the aforementioned legislation, the Pikes Peak Area Council of Governments was designated by the Governor of the State of Colorado as the Metropolitan Planning Organization responsible for carrying out the transportation planning and programming requirements of Title 23 and Title 49, United States Code, and

WHEREAS, the Pikes Peak Area Council of Governments operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act, and

WHEREAS, in accordance with Title VI non-discrimination laws in regard to providing appropriate access to services and activities provided by federal agencies and recipients of federal assistance, the Limited English Proficiency Plan was drafted to define how the Pikes Peak Area Council of Governments will accommodate persons with Limited English Proficiency, and

WHEREAS, individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter, and

WHEREAS, the Pikes Peak Area Council of Governments assures that all of its programs and activities will be free from discrimination, whether those programs and activities are federally funded or not,
NOW, BE IT THEREFORE RESOLVED, the Pikes Peak Area Council of Governments hereby approves and adopts the Title VI Plan and the Limited English Proficiency Plan.

RESOLVED, APPROVED, and ADOPTED by the Pikes Peak Area Council of Governments this 13th day of March 2019, at Colorado Springs, Colorado.

Norm Steen
Chair

ATTEST

Holly Williams
Secretary