MEETING AGENDA
BOARD OF DIRECTORS WORKSHOP
Friday, June 9, 2023, 9:00 AM
https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting
Meeting ID: 293 286 890 481
Passcode: DzybGR
Meetings will be held in a hybrid format to allow in-person attendance as well as a remote option.

1. INTRODUCTIONS

2. ACTION ITEMS
   A. 2022 Fiscal Audit Presentation- Carol McBroom, Finance Director, Stockman Kast Ryan
   B. Title VI Plan, Administrative Update- Danelle Miller, Senior Transportation Planner Laura Crews, Mobility Coordinator
   C. ARPA Funding Distribution-Jody Barker, AAA Director

3. OTHER TOPICS BY BOARD MEMBERS

4. ADJOURNMENT
DATE: June 14, 2023
TO: PPACG Board of Directors
FROM: Carol McBroom, Finance Manager
THROUGH: Andrew Gunning, Executive Director
SUBJECT: 2022 FINANCIAL AUDIT

ACTION REQUESTED: Review & Approve

SUMMARY
In accordance with Board Policy, PPACG undergoes an annual audit. The attached audit was conducted in April 2023 for the fiscal year ending December 31, 2022. The auditors have issued an unmodified report with no weaknesses, deficiencies, or audit findings. PPACG’s 2022 Independent Auditors Report and Management letter will be presented by Mr. Steve Hochstetter from Stockman Kast Ryan & Company.

RECOMMENDATION(S)
The PPACG staff is requesting that the Board review the draft 2022 Management Letter and Audit and approve as final.

PROPOSED MOTION
The PPACG Board of Directors approves the 2022 Management Letter and Audit as submitted by Stockman Kast Ryan & Company.

ALTERNATIVES
The Board of Directors has the following alternatives to consider:
1) Approve the item as presented.
2) Disapprove the item.
3) Refer the item back to staff.

PREVIOUS BOARD ACTION
In September 2017, the Board of Directors approved the three-year contract with an allowable three-year extension with Stockman Kast Ryan & Company.

Attachment(S)
1) Management Letter (draft)
2) 2022 Audit (draft)
To the Board of Directors
Pikes Peak Area Council of Governments

We have audited the financial statements of the governmental activities and the major fund of the Pikes Peak Area Council of Governments (PPACG) for the year ended December 31, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, where applicable, Government Auditing Standards and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated March 31, 2023. Professional standards also require that we communicate to you the following information related to our audit.

**Significant Audit Matters**

**Qualitative Aspects of Accounting Practices**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by PPACG are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by PPACG during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements are the estimated useful lives of capital and other non-current assets, collectability of accounts receivable and potential refunds of disallowed costs related to government grants. Management’s estimates of estimated useful lives are based on management’s assessments of the assets. No allowance for doubtful accounts have been recorded as management believes all outstanding accounts receivable is fully collectible based on the entity’s historical collection experience. No amounts have been recorded for potentially unallowable costs being charged to grants as management believes all costs charged are allowable.

The financial statement disclosures are neutral, consistent, and clear.
Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We identified no such misstatements as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated ____________.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to PPACG's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as PPACG's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.
Other Matters

We applied certain limited procedures to Management's Discussion and Analysis and Budgetary comparison schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the schedule of expenditures of federal awards, which accompany the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of PPACG and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

Required Supplemental Information,
Basic Financial Statements and
Supplemental Information
For the Year Ended December 31, 2022
And
Independent Auditors' Reports
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<td>30</td>
</tr>
</tbody>
</table>
INDEPENDENT AUDITORS’ REPORT

Board of Directors
Pikes Peak Area Council of Governments

Opinions

We have audited the accompanying financial statements of the governmental activities and the major fund of the Pikes Peak Area Council of Governments (PPACG) as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise PPACG's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of PPACG as of December 31, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of PPACG and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events considered in the aggregate, that raise substantial doubt about PPACG’s ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.
Auditor’s Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Required Supplemental Information

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis on pages 4 through 7 and budgetary comparison information on page 21 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.
We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Report on Other Supplemental Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise PPACG’s basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated __________ on our consideration of PPACG's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of PPACG's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PPACG's internal control over financial reporting and compliance.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

Management's Discussion and Analysis
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

MANAGEMENT’S DISCUSSION AND ANALYSIS

Introduction

This management’s discussion and analysis of the financial performance of the Pikes Peak Area Council of Governments (PPACG) provides an overview of PPACG’s financial activities for the year ended December 31, 2022. It should be read in conjunction with the accompanying financial statements of PPACG.

Financial Highlights

- Total assets increased in 2022, compared to 2021, by $320,695, or 8.50%.
- PPACG’s Net position increased in 2022 by $154,995, or 5.67% compared to 2021.
- Unassigned Fund Balance increased in 2022 by $192,181 or 8.01% to $2,590,191 compared to 2021.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the PPACG’s basic financial statements. PPACG’s basic financial statements included in this annual report are those of a general-purpose government and include the following financial statements:

Government-wide Financial Statements

- The Statement of Net Position and the Statement of Activities report information on all of the activities of PPACG and the effect of changes to them. PPACG’s total net position—the difference between assets and liabilities—is one measure of PPACG’s financial health or financial position. Over time, increases or decreases in PPACG’s net position are an indicator of whether its financial health is improving or deteriorating.

Fund Financial Statements

- The Balance Sheet – Governmental Fund and its accompanying Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position compare fund assets to fund liabilities with the difference between them being the fund balance and explains the disparity in the amounts reported for governmental activities.
- The Statement of Revenues, Expenditures and Changes in Fund Balance – Governmental Fund and its accompanying Reconciliation of the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities report PPACG’s revenues, by major source, along with expenditures and changes to the fund balance and explains the disparity in the amounts reported for governmental activities.
- The Statement of Revenues and Expenditures – Budget to Actual – General Fund compares actual funds received and spent with the budgeted amounts and details the variances.
- Notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the financial statements.

(Continued)
The Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PPACG’s Statement of Net Position

PPACG’s net position is the difference between its assets and liabilities reported in the Statement of Net Position. PPACG’s net position increased by $154,995 (5.67%) in 2022 over 2021, as shown in Table 1.

Summary Statement of Net Position as of December 31:

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash/restricted</td>
<td>$2,198,975</td>
<td>$1,591,364</td>
</tr>
<tr>
<td>Other current</td>
<td>1,390,022</td>
<td>1,646,224</td>
</tr>
<tr>
<td>Capital assets,</td>
<td>506,382</td>
<td>537,096</td>
</tr>
<tr>
<td>Total assets</td>
<td>$4,095,379</td>
<td>$3,774,684</td>
</tr>
<tr>
<td>Liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other current and noncurrent liabilities</td>
<td>$998,806</td>
<td>$839,578</td>
</tr>
<tr>
<td>Compensated absences</td>
<td>205,833</td>
<td>199,360</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>$1,204,639</td>
<td>$1,038,938</td>
</tr>
<tr>
<td>Net Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net investment in capital assets</td>
<td>$506,382</td>
<td>$537,096</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>2,384,358</td>
<td>2,198,650</td>
</tr>
<tr>
<td>Total net position</td>
<td>$2,890,740</td>
<td>$2,735,746</td>
</tr>
</tbody>
</table>

PPACG’s Statement of Activities

In 2022, PPACG’s net positions increased by $154,995 or 5.67%. In 2021, PPACG’s net position increased by $145,378 or 5.6%. These changes, shown in Table 2, are primarily made up of increased revenue in PPACG’s pass through programs and transportation programs. Increase in expenditures in Transportation and AAA departments.

Summary Statement of Activities for the Years Ended December 31:

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Revenues</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating grants and contributions</td>
<td>$9,942,563</td>
<td>$9,486,891</td>
</tr>
<tr>
<td>Charges for services</td>
<td>600,933</td>
<td>517,071</td>
</tr>
<tr>
<td>Total program revenues</td>
<td>10,543,496</td>
<td>10,003,962</td>
</tr>
<tr>
<td>General Revenues</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member dues</td>
<td>503,800</td>
<td>458,000</td>
</tr>
<tr>
<td>Interest income</td>
<td>5,646</td>
<td>3,902</td>
</tr>
<tr>
<td>Total revenues</td>
<td>$11,052,942</td>
<td>$10,465,864</td>
</tr>
</tbody>
</table>
Governmental Activities – Expenses

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aging program</td>
<td>$ 8,538,564</td>
<td>$ 7,038,198</td>
</tr>
<tr>
<td>Transportation program and environmental</td>
<td>1,557,354</td>
<td>2,609,209</td>
</tr>
<tr>
<td>Pikes Peak RTA Administration</td>
<td>465,437</td>
<td>411,770</td>
</tr>
<tr>
<td>Joint land use study</td>
<td>275,322</td>
<td>209,007</td>
</tr>
<tr>
<td>Administration</td>
<td>61,271</td>
<td>52,302</td>
</tr>
<tr>
<td><strong>Total governmental activities - expenses</strong></td>
<td><strong>10,897,948</strong></td>
<td><strong>10,320,486</strong></td>
</tr>
</tbody>
</table>

Change in Net Position  

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Position, Beginning of Year</td>
<td>154,994</td>
<td>145,378</td>
</tr>
<tr>
<td><strong>Net Position, End of Year</strong></td>
<td><strong>2,890,740</strong></td>
<td><strong>2,735,746</strong></td>
</tr>
</tbody>
</table>

The majority of PPACG’s revenues and expenses are a result of governmental grants, and are reimbursement-based, as is Pikes Peak RTA Administrative contract. During 2022 compared to 2021 grant revenue increased by $455,672. The net increase is due to an increase of $25,172 in Pass through revenue, including $1,213,172 or 24.59% in Area Agency Aging department pass through to outside providers with an offset reduction of $1,188,000 in the Department of Local Affairs grant for Small Business Relief program, that was not renewed in 2022. Transportation and Environmental Program decreased in revenue by $83,065 year over year, while Area Agency Aging department internal programs revenue increase $466,650. Joint Land Use Study increased in grant revenue by $49,908 or 23.64%. Contract expenditure increased by $171,709 or 21.38% while Personnel increased by $303,646 or 9.71%.

The Statement of Revenue and Expenditures – Budget to Actual – General Fund details the final budgeted amounts of 2022's revenues and expenditures as compared to the actual amounts. PPACG received $3,040,881 less in Federal and State grants while Pass through Federal and State grant revenues were $1,222,097 less than budgeted. Project Income was $7,433 more than the budgeted amount. PPACG received $2,782 more in Special District Revenue which is from Pikes Peak RTA Administration Expenses. Overall, PPACG received $4,250,117 less than budgeted revenues. Actual costs for “personnel” were $564,008 less than were budgeted and contract services were also less than budgeted $2,398,773. This was primarily due to less staff than budgeted and less outside contractors. Pass through expenditures were $1,222,097 less than budget and corresponds to Federal and State Grant Pass Through revenue being less than the budget. Conferences, education, training and travel were under budget $57,938. Support Services were under budget $13,454, this consists of postage, public notices and liability insurance. Communications, memberships, publications, building maintenance and utilities were all less than budget.

Capital Asset and Debt Administration

Capital Assets:
At the end of 2022, PPACG had $506,382 net investment in capital assets, as detailed in Note 4 to the financial statements. PPACG’s net assets invested in capital assets decreased $30,714 over 2022 due to depreciation expense.

(Continued)
Debt:
At December 31, 2022, PPACG did not have any notes payable or capital lease obligations outstanding.

**Contacting PPACG’s Financial Management**

This financial report is designed to provide a general overview of PPACG’s finances and to show PPACG’s accountability for the money it receives. Questions about this report and requests for additional financial information should be directed to the PPACG Financial Manager by telephoning 719.471.7080, extension 146.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

Basic Financial Statements

As of and For the Year Ended December 31, 2022
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

STATEMENT OF NET POSITION GOVERNMENTAL ACTIVITIES
DECEMBER 31, 2022

<table>
<thead>
<tr>
<th>Governmental Activities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$ 1,850,076</td>
</tr>
<tr>
<td>Restricted cash</td>
<td>348,899</td>
</tr>
<tr>
<td>Grants and accounts receivable</td>
<td>1,339,531</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>50,491</td>
</tr>
<tr>
<td>Capital assets:</td>
<td></td>
</tr>
<tr>
<td>Non-depreciable</td>
<td>15,594</td>
</tr>
<tr>
<td>Depreciable, net</td>
<td>490,788</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>4,095,379</td>
</tr>
</tbody>
</table>

| **LIABILITIES**          |  |
| Accounts payable         | 534,146   |
| Accrued liabilities      | 115,761   |
| Unearned revenue         | 348,899   |
| Compensated absences payable | 205,833 |
| **TOTAL LIABILITIES**    | 1,204,639 |

| **NET POSITION**         |  |
| Net investment in capital assets | 506,382 |
| Unrestricted              | 2,384,358 |
| **TOTAL NET POSITION**    | $ 2,890,740 |

See notes to financial statements.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2022

<table>
<thead>
<tr>
<th>Functions / Programs</th>
<th>Direct Expenses</th>
<th>Indirect Expenses</th>
<th>Charges For Services</th>
<th>Operating Grants and Contributions</th>
<th>Net Program Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governmental activities:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aging program</td>
<td>$ 7,986,652</td>
<td>$ 551,912</td>
<td>$ 135,497</td>
<td>$ 8,445,383</td>
<td>$ 42,316</td>
</tr>
<tr>
<td>Transportation and environmental programs</td>
<td>1,265,282</td>
<td>292,073</td>
<td>1,236,174</td>
<td>(321,181)</td>
<td></td>
</tr>
<tr>
<td>Joint land use study</td>
<td>225,116</td>
<td>50,207</td>
<td>261,006</td>
<td>(14,317)</td>
<td></td>
</tr>
<tr>
<td>Pikes Peak RTA administration</td>
<td>373,183</td>
<td>92,253</td>
<td>465,436</td>
<td></td>
<td>(61,270)</td>
</tr>
<tr>
<td>Administration</td>
<td>61,270</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 9,911,503</td>
<td>$ 986,445</td>
<td>$ 600,933</td>
<td>$ 9,942,563</td>
<td>(354,452)</td>
</tr>
</tbody>
</table>

GENERAL REVENUES

|                        |                 |                   |                      |                                     |                     |
| Member dues            | 503,800         |                   |                      |                                     |                     |
| Investment income      | 5,646           |                   |                      |                                     |                     |
| Total general revenues | 509,446         |                   |                      |                                     |                     |

CHANGE IN NET POSITION

|                        |                 |                   |                      |                                     |                     |
|                        | 154,994         |                   |                      |                                     |                     |

NET POSITION, Beginning of year

|                        |                 |                   |                      |                                     |                     |
|                        | 2,735,746       |                   |                      |                                     |                     |

NET POSITION, End of year

|                        |                 |                   |                      |                                     |                     |
|                        |                 |                   |                      |                                     | $ 2,890,740         |

See notes to financial statements.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

BALANCE SHEET – GOVERNMENTAL FUND
DECEMBER 31, 2022

<table>
<thead>
<tr>
<th>General Fund</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$1,850,076</td>
</tr>
<tr>
<td>Restricted cash</td>
<td>$348,899</td>
</tr>
<tr>
<td>Grants and accounts receivable</td>
<td>$1,339,531</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>$50,491</td>
</tr>
<tr>
<td>TOTAL ASSETS</td>
<td>$3,588,997</td>
</tr>
</tbody>
</table>

LIABILITIES AND FUND BALANCE

<table>
<thead>
<tr>
<th>General Fund</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts payable</td>
<td>$534,146</td>
</tr>
<tr>
<td>Accrued liabilities</td>
<td>$115,761</td>
</tr>
<tr>
<td>Unearned revenue</td>
<td>$348,899</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>$998,806</td>
</tr>
<tr>
<td>Unassigned</td>
<td>$2,590,191</td>
</tr>
<tr>
<td>TOTAL LIABILITIES AND FUND BALANCE</td>
<td>$3,588,997</td>
</tr>
</tbody>
</table>

See notes to financial statements.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL GOVERNMENTAL FUND BALANCE</td>
<td>$ 2,590,191</td>
</tr>
<tr>
<td>Amounts reported for governmental activities in the statement of net position are different because:</td>
<td></td>
</tr>
<tr>
<td>Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds</td>
<td>506,382</td>
</tr>
<tr>
<td>Long-term liabilities are not due and payable in the current period and are not included in the fund financial statements, but are included in the governmental activities of the statement of net position</td>
<td></td>
</tr>
<tr>
<td>Compensated absences</td>
<td>(205,833)</td>
</tr>
<tr>
<td>NET ASSETS OF GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF NET POSITION</td>
<td>$ 2,890,740</td>
</tr>
</tbody>
</table>

See notes to financial statements.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2022

<table>
<thead>
<tr>
<th></th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUES</td>
<td></td>
</tr>
<tr>
<td>Federal and state grants - pass through</td>
<td>$6,147,425</td>
</tr>
<tr>
<td>Federal and state grants</td>
<td>3,630,319</td>
</tr>
<tr>
<td>Member dues</td>
<td>503,800</td>
</tr>
<tr>
<td>Pikes Peak RTA administration</td>
<td>465,436</td>
</tr>
<tr>
<td>Project income and local support</td>
<td>257,920</td>
</tr>
<tr>
<td>Other grants</td>
<td>42,396</td>
</tr>
<tr>
<td>Investment income</td>
<td>5,646</td>
</tr>
<tr>
<td>Total revenues</td>
<td>11,052,942</td>
</tr>
</tbody>
</table>

| EXPENDITURES                         |              |
| Aging program                        | 8,517,984    |
| Transportation and environmental programs | 1,537,148    |
| Pikes Peak RTA administration         | 468,096      |
| Joint land use program               | 271,262      |
| Administration                       | 66,271       |
| Total expenditures                   | 10,860,761   |

| NET CHANGE IN FUND BALANCE           | 192,181      |

| FUND BALANCE, Beginning              | 2,398,010    |
| FUND BALANCE, Ending                 | $2,590,191   |

See notes to financial statements.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2022

Amounts reported for governmental activities in the statement of activities are different because:

**NET CHANGE IN GOVERNMENTAL FUND BALANCES** $192,181

Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation expense ($30,714) exceeded capital outlays (30,714)

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. This amount represents the change in compensated absences (6,473)

**CHANGE IN NET POSITION OF GOVERNMENT ACTIVITIES** $154,994

See notes to financial statements.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

NOTES TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Pikes Peak Area Council of Governments (PPACG) is a regional planning council and was formed in 1967 under the Colorado laws regarding regional planning (CRS 30-28-105) and intergovernmental contracting (CRS 29-1-203). PPACG provides transportation, environmental and military planning to the Pikes Peak region. In addition, PPACG is the area agency for aging programs in the Pikes Peak region. Membership to PPACG is open to all general purpose local governments in the Pikes Peak Region and membership is primarily made up of municipalities and counties in the Pikes Peak region and is governed by elected officials of the member governments.

The financial statements of PPACG have been prepared in accordance with generally accepted accounting principles (GAAP) in the United States of America as applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments. The more significant accounting policies established in GAAP and used by PPACG are discussed below.

**Reporting Entity** — PPACG is a regional planning council governed by elected officials of the member governments. The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operations. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the government.

PPACG has no component units for which either discrete or blended presentation is required.

**Government-Wide and Fund Financial Statements** — The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the government. Governmental activities are normally supported by taxes, intergovernmental revenues, and other non-exchange transactions. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

The accounts of PPACG are organized and operated on the basis of funds. A fund is an independent fiscal accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds maintained is consistent with legal and managerial requirements.

PPACG reports the following major governmental fund:

The General Fund is the general operating fund of PPACG. It is used to account for all financial resources except those required to be accounted for in another fund.
Measurement Focus and Basis of Accounting — The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flow. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue in the fiscal year in which all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the period or soon enough thereafter to pay liabilities of the current fiscal period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, specific ownership taxes, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants recognize revenue when the qualifying expenditures have been incurred and all other grant requirements have been met, and the amount is received during the period or within the availability period of this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the government.

Cash and Cash Equivalents — Cash and cash equivalents include cash on hand and short-term investments with original maturities of three months or less from the date of acquisition.

Receivables — All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible. Management believes all receivables are fully collectable at December 31, 2022 and therefore no allowance has been recorded.

Capital Assets — Capital assets, which include land, buildings, and equipment are reported in the government-wide financial statements. All purchased assets are recorded at cost. Donated capital assets are valued at their estimated fair market value on the date received. Major outlays for capital assets and improvements are capitalized as projects are constructed.
The costs of normal maintenance and repairs that do not add to the value of the asset, or materially extend asset lives, are not capitalized. Improvements are capitalized and are depreciated over the remaining useful lives of the related capital assets; as applicable.

Land and construction in progress are not depreciated. The other capital assets of the government are depreciated using the straight-line method over the following estimated useful lives:

<table>
<thead>
<tr>
<th></th>
<th>Estimated Useful Life</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buildings and improvements</td>
<td>20-40 years</td>
</tr>
<tr>
<td>Furniture and equipment</td>
<td>5-10 years</td>
</tr>
</tbody>
</table>

When depreciable property is acquired, depreciation is included in expense for the year of acquisition for the number of months during the year the asset was in service. When depreciable property is retired or otherwise disposed of, depreciation is included in expense for the number of months in service during the year of retirement and the related costs and accumulated depreciation are removed from the accounts with any gain or loss reflected in the statement of revenue, expenses and changes in fund net position.

**Unearned Revenue** — Unearned revenue includes grants that have been collected but the corresponding expenditures have not been incurred.

**Compensated Absences** — It is PPACG's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation and eligible sick pay are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured as a result of employee resignation and retirements.

**Long-Term Liabilities** — In the government-wide financial statements long-term obligations are reported as liabilities in the statement of net position.

**Fund Balance Classification** — The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which PPACG is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications available to be used in the governmental fund financial statements are as follows:

- **Non-spendable** — This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.

- **Restricted** — This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.
Committed — This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Directors. These amounts cannot be used for any other purpose unless the Board of Directors removes or changes the specified use by taking the same type of action that was used when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

Assigned — This classification includes amounts that are constrained by PPACG’s intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Directors or through the Board of Directors delegating this responsibility to management through the budgetary process. This classification also includes the remaining positive fund balance for any governmental funds except for the General Fund.

Unassigned — This classification includes the residual fund balance for the General Fund. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of Assigned fund balance amounts.

Net Position — The classifications available to be used in the governmental-wide financial statements are as follows:

Net Investment in Capital Assets — This component consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted — This component consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Restricted assets are assets which have restrictions placed on the use of the assets through external constraints imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation. Generally, a liability relates to restricted assets if the asset results from a resource flow that also results in the recognition of a liability or if the liability will be liquidated with the restricted assets reported.

Unrestricted — This component consists of the net amount of assets, deferred outflows of resources, liabilities and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.
Program Revenues — Amounts reported as program revenues include 1) fees and charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Revenues that are not classified as program revenues, including all taxes, are reported as general revenues.

Estimates — The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events — PPACG has evaluated subsequent events for recognition or disclosure through the date of the Independent Auditors' Report, which is the date the financial statements were available for issuance.

2. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budget Information — PPACG follows these procedures in establishing the budgetary data reflected in the financial statements:

1) In September, the Executive Director submits to the Board of Directors a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.

2) Public hearings are conducted to obtain public comments.

3) In October, the Board of Directors approves the budget for submission to member governments for ratification of the budget and dues assessment.

4) Prior to December 31, the Board of Directors approves and signs a resolution officially adopting the budget.

5) Any revisions that alter the total expenditure of any fund must be approved by the Board of Directors.

6) A budget for the General Fund is legally adopted on a basis consistent with generally accepted accounting principles (GAAP), except that the PPACG budgets for depreciation expense and does not budget for capital outlay.

7) All appropriations lapse at year end. Colorado governments may not exceed budgeted appropriations at the fund level.

3. DEPOSITS AND INVESTMENTS

Deposits — Colorado State Statutes govern the entity's deposit of cash. The Public Deposit Protection Acts for banks and savings and loans require the state regulators to certify eligible depositories for public deposits.
The acts require the eligible depositories with public deposits in excess of the federal insurance levels to create a single institution collateral pool of deemed eligible assets. Eligible collateral includes obligations of the United States, obligations of the State of Colorado or local Colorado governments and obligations secured by first lien mortgages on real property located in the State. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the assets in the pool must be at least equal to 102% of the uninsured deposits.

At December 31, 2022, the carrying amount of PPACG deposits were $2,198,975 and the bank balances were $2,267,596 of which $2,017,596 were collateralized in accordance with PDPA.

4. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2022 is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balance</th>
<th>Increases</th>
<th>Decreases</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital assets not being depreciated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>$ 15,594</td>
<td>—</td>
<td>—</td>
<td>$ 15,594</td>
</tr>
<tr>
<td>Capital assets being depreciated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buildings</td>
<td>916,675</td>
<td>—</td>
<td>—</td>
<td>916,675</td>
</tr>
<tr>
<td>Equipment</td>
<td>118,306</td>
<td>—</td>
<td>—</td>
<td>118,306</td>
</tr>
<tr>
<td>Furniture</td>
<td>61,426</td>
<td>—</td>
<td>—</td>
<td>61,426</td>
</tr>
<tr>
<td>Land improvements</td>
<td>5,224</td>
<td>—</td>
<td>—</td>
<td>5,224</td>
</tr>
<tr>
<td>Total capital assets being depreciated</td>
<td>1,101,631</td>
<td>—</td>
<td>—</td>
<td>1,101,631</td>
</tr>
<tr>
<td>Less accumulated depreciation</td>
<td>580,129</td>
<td>30,714</td>
<td>—</td>
<td>610,843</td>
</tr>
<tr>
<td>Depreciable capital assets, net</td>
<td>521,502</td>
<td>30,714</td>
<td>—</td>
<td>490,788</td>
</tr>
<tr>
<td>Total capital assets, net</td>
<td>$ 537,096</td>
<td>$ 30,714</td>
<td>$ —</td>
<td>$ 506,382</td>
</tr>
</tbody>
</table>

Depreciation expense charged to functions of the primary government is as follows:

<table>
<thead>
<tr>
<th>Function</th>
<th>Depreciation Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aging Program</td>
<td>$ 14,389</td>
</tr>
<tr>
<td>Transportation and Environmental Programs</td>
<td>9,770</td>
</tr>
<tr>
<td>Pikes Peak RTA Administration</td>
<td>4,426</td>
</tr>
<tr>
<td>Joint Land Use</td>
<td>2,129</td>
</tr>
<tr>
<td>Total depreciation expense</td>
<td>$ 30,714</td>
</tr>
</tbody>
</table>
5. **PENSION PLAN**

The PPACG contributes to a single employer defined contribution money purchase plan, 401(a), on behalf of its employees. The contribution requirements of Plan participants and the PPACG are established and may be amended by the PPACG Board of Directors. The PPACG is required to contribute 4.5% of each participant’s first $6,000 of compensation and 9% thereafter. Employees are required to contribute 1.5% of their first $6,000 of compensation and 3% thereafter.

Employee contributions and any earnings are 100% vested. Employer contributions and any earnings they generate are vested as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested Percentage of Employer Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>0%</td>
</tr>
<tr>
<td>1 year</td>
<td>20%</td>
</tr>
<tr>
<td>2 years</td>
<td>40%</td>
</tr>
<tr>
<td>3 years</td>
<td>60%</td>
</tr>
<tr>
<td>4 years</td>
<td>80%</td>
</tr>
<tr>
<td>5 years</td>
<td>100%</td>
</tr>
</tbody>
</table>

For the year ended December 31, 2022, employee contributions totaled $70,004 and PPACG recognized pension expense of $197,797. There was a forfeiture reflected in PPACG’s pension expense of $7,842.

6. **RISK MANAGEMENT**

The PPACG is exposed to various risks of losses related to torts; theft of damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The PPACG carries commercial insurance for these risks of loss, including worker’s compensation, employee health and accident insurance, and directors’ and officers’ liability.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

Supplemental Information
## PIKES PEAK AREA COUNCIL OF GOVERNMENTS

### GENERAL FUND —
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE — BUDGET AND ACTUAL**
**FOR THE YEAR ENDED DECEMBER 31, 2022**

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Original Budget</th>
<th>Final Budget</th>
<th>Actual</th>
<th>Variance Favorable (Unfavorable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project income</td>
<td>$250,487</td>
<td>$250,487</td>
<td>$257,920</td>
<td>$7,433</td>
</tr>
<tr>
<td>Special District Revenues</td>
<td>462,654</td>
<td>462,654</td>
<td>465,436</td>
<td>2,782</td>
</tr>
<tr>
<td>Interest income</td>
<td>3,000</td>
<td>3,000</td>
<td>5,646</td>
<td>2,646</td>
</tr>
<tr>
<td>Federal, state and other grants</td>
<td>6,713,596</td>
<td>6,713,596</td>
<td>3,672,715</td>
<td>(3,040,881)</td>
</tr>
<tr>
<td>Federal and state grants — pass-through</td>
<td>7,369,522</td>
<td>7,369,522</td>
<td>6,147,425</td>
<td>(1,222,097)</td>
</tr>
<tr>
<td>Member dues</td>
<td>503,800</td>
<td>503,800</td>
<td>503,800</td>
<td></td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>$15,303,059</td>
<td>$15,303,059</td>
<td>$11,052,942</td>
<td>(4,250,117)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Original Budget</th>
<th>Final Budget</th>
<th>Actual</th>
<th>Variance Favorable (Unfavorable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract services</td>
<td>3,373,648</td>
<td>3,373,648</td>
<td>974,875</td>
<td>2,398,773</td>
</tr>
<tr>
<td>Federal and state grants — pass-through</td>
<td>7,369,522</td>
<td>7,369,522</td>
<td>6,147,425</td>
<td>1,222,097</td>
</tr>
<tr>
<td>Personnel</td>
<td>3,993,197</td>
<td>3,993,197</td>
<td>3,429,189</td>
<td>564,008</td>
</tr>
<tr>
<td>Conferences, education, training and travel</td>
<td>92,805</td>
<td>92,805</td>
<td>34,867</td>
<td>57,938</td>
</tr>
<tr>
<td>Office supplies</td>
<td>59,408</td>
<td>59,408</td>
<td>31,140</td>
<td>28,268</td>
</tr>
<tr>
<td>Equipment</td>
<td>54,850</td>
<td>54,850</td>
<td>26,783</td>
<td>28,067</td>
</tr>
<tr>
<td>Reproduction services</td>
<td>65,590</td>
<td>65,590</td>
<td>38,230</td>
<td>27,360</td>
</tr>
<tr>
<td>Building maintenance</td>
<td>62,774</td>
<td>62,774</td>
<td>38,513</td>
<td>24,261</td>
</tr>
<tr>
<td>Memberships</td>
<td>36,545</td>
<td>36,545</td>
<td>18,208</td>
<td>18,337</td>
</tr>
<tr>
<td>Support services</td>
<td>43,958</td>
<td>43,958</td>
<td>30,504</td>
<td>13,454</td>
</tr>
<tr>
<td>Equipment maintenance and rental</td>
<td>49,965</td>
<td>49,965</td>
<td>37,175</td>
<td>12,808</td>
</tr>
<tr>
<td>Communications</td>
<td>41,958</td>
<td>41,958</td>
<td>35,363</td>
<td>6,595</td>
</tr>
<tr>
<td>Depreciation</td>
<td>32,712</td>
<td>32,712</td>
<td>709</td>
<td>990</td>
</tr>
<tr>
<td>Reference publications</td>
<td>1,599</td>
<td>1,599</td>
<td>709</td>
<td>890</td>
</tr>
<tr>
<td>Utilities</td>
<td>24,528</td>
<td>24,528</td>
<td>24,272</td>
<td>256</td>
</tr>
<tr>
<td><strong>Total expenditures</strong></td>
<td>$15,303,059</td>
<td>$15,303,059</td>
<td>$10,897,948</td>
<td>4,405,111</td>
</tr>
</tbody>
</table>

| Revenues over expenditures | $ | $ | $154,994 | $154,994 |

**Adjustments to arrive at fund balance:**
- Compensated absences: $6,473
- Depreciation: $30,714

**Net changes in fund balance:** $192,181

**FUND BALANCE, Beginning of year:** $2,398,010

**FUND BALANCE, End of year:** $2,590,191
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2022

<table>
<thead>
<tr>
<th>Federal Agency/Pass-Through Entity and Cluster or Program</th>
<th>CFDA Number</th>
<th>Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States Department of Health and Human Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passed-through Colorado Department of Human Services:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aging Cluster - Special Programs for the Aging Title III:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part B - Grants for the Supportive Services and Senior Centers</td>
<td>93.044</td>
<td>$1,420,152</td>
</tr>
<tr>
<td>COVID-19 - Part B - Grants for the Supportive Services and Senior Centers</td>
<td>93.044</td>
<td>$25,019</td>
</tr>
<tr>
<td>Part C - Nutrition Services</td>
<td>93.045</td>
<td>$1,281,891</td>
</tr>
<tr>
<td>COVID-19 - Part C - Nutrition Services</td>
<td>93.045</td>
<td>$305,588</td>
</tr>
<tr>
<td>Nutrition Services Incentive Program</td>
<td>93.053</td>
<td>$114,214</td>
</tr>
<tr>
<td>Total Aging Cluster</td>
<td></td>
<td>$3,146,864</td>
</tr>
<tr>
<td>Special Programs for the Aging - Title III, Part D - Disease</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prevention and Health Promotion Services</td>
<td>93.043</td>
<td>$64,203</td>
</tr>
<tr>
<td>National Family Caregiver Support, Title III, Part E</td>
<td>93.052</td>
<td>$506,575</td>
</tr>
<tr>
<td>COVID-19 - National Family Caregiver Support, Title III, Part E</td>
<td>93.052</td>
<td>$30,580</td>
</tr>
<tr>
<td>Special Programs for the Aging - Title VII:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chapter 3 - Programs for Prevention of Elder Abuse, Neglect and Exploitation</td>
<td>93.041</td>
<td>$10,335</td>
</tr>
<tr>
<td>Chapter 2 - Long Term Care Ombudsman Services for Older Individuals</td>
<td>93.042</td>
<td>$55,786</td>
</tr>
<tr>
<td>Passed-through Colorado Department of Regulatory Agencies, Division of Insurance:</td>
<td>93.071</td>
<td>$113,277</td>
</tr>
<tr>
<td>Centers for Medicare and Medicaid Services (CMS) Research and Demonstrations and Evaluations</td>
<td>93.071</td>
<td>$113,277</td>
</tr>
<tr>
<td>Total United States Department of Health and Human Services</td>
<td></td>
<td>$3,927,620</td>
</tr>
</tbody>
</table>

| United States Department of Transportation              |             |                      |
| Passed-through Colorado Department of Transportation:   |             |                      |
| Highway Planning and Construction Grant                 | 20.205      | $924,381             |
| Federal Highway Administration - TriCounty Study       | 20.205      | $189,981             |
| Passed-through City of Colorado Springs:               |             |                      |
| Enhanced Mobility of Seniors and Individuals with Disabilities | 20.513 | $38,265 |
| Enhanced Mobility of Seniors and Individuals with Disabilities - FTA 5310 Program | 20.513 | $684,593 |
| Passed-through National Aging and Disability Transportation Center: | 20.514 | $22,028 |
| Public Transportation Research, Technical Assistance, and Training | 20.514 | $22,028 |
| Total United States Department of Transportation        |             | $1,859,248           |

| United States Department of Defense                     |             |                      |
| Passed-through the Office of Economic Adjustment:       |             |                      |
| Community Economic Adjustment Assistance for Compatible Use and Joint Land Studies | 12.610 | $261,006 |

| United States Environmental Protection Agency           |             |                      |
| Passed-through Colorado Department of Public Health and Environment: Water Quality Management Planning | 66.454 | $37,654 |
| Total expenditures of federal awards                    |             | $6,085,528           |

See the accompanying independent auditors' report.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2022

1. The schedule includes the Federal awards activity of Pikes Peak Area Council of Governments and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

2. Pikes Peak Area Council of Governments has elected to use the 10 percent de minimus indirect cost rate to charge costs to their Enhanced Mobility of Seniors and Individuals with Disabilities federal awards.

3. Pikes Peak Area Council of Governments provided federal awards to subrecipients as follows:

<table>
<thead>
<tr>
<th>Federal Agency/Pass-Through Entity and Cluster or Program</th>
<th>CFDA Number</th>
<th>Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Programs for the Aging Title III:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part D – Disease Preventions and Health Promotions Services</td>
<td>93.043</td>
<td>$ 64,203</td>
</tr>
<tr>
<td>Special Programs for the Aging Title III:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part B – Grants for the Supportive Services and Senior Centers</td>
<td>93.044</td>
<td>990,371</td>
</tr>
<tr>
<td>COVID-19 – Part B – Grants for the Supportive Services and Senior Centers</td>
<td>93.044</td>
<td>900</td>
</tr>
<tr>
<td>Special Programs for the Aging Title III:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part C – Nutrition Services</td>
<td>93.045</td>
<td>1,281,891</td>
</tr>
<tr>
<td>COVID-19 – Part C – Nutrition Services</td>
<td>93.045</td>
<td>297,233</td>
</tr>
<tr>
<td>National Family Caregiver Support Title III, Part E</td>
<td>93.052</td>
<td>273,882</td>
</tr>
<tr>
<td>COVID-19 – National Family Caregiver Support Title III, Part E</td>
<td>93.052</td>
<td>18,775</td>
</tr>
<tr>
<td>Nutrition Services Incentive Program</td>
<td>93.053</td>
<td>114,214</td>
</tr>
<tr>
<td>Enhanced Mobility of Seniors and Individuals with Disabilities</td>
<td>20.513</td>
<td>624,529</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 3,665,998</td>
</tr>
</tbody>
</table>

See the accompanying independent auditors' report.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

Compliance And Internal Control Section
INDEPENDENT AUDITORS’ REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
Pikes Peak Area Council of Governments
Colorado Springs, Colorado

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of the Pikes Peak Area Council of Governments (PPACG), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise PPACG's basic financial statements, and have issued our report thereon dated __________.

Report On Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered PPACG's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of PPACG's internal control. Accordingly, we do not express an opinion on the effectiveness of PPACG's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.
Report On Compliance and Other Matters

As part of obtaining reasonable assurance about whether PPACG's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements.

However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of PPACG's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
INDEPENDENT AUDITORS’ REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL
CONTROL OVER COMPLIANCE REQUIRED BY
THE UNIFORM GUIDANCE

Board of Directors
Pikes Peak Area Council of Governments
Colorado Springs, Colorado

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Pikes Peak Area Council of Governments’ (PPACG) compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of PPACG’s major federal programs for the year ended December 31, 2022. PPACG’s major federal programs are identified in the summary of auditors’ results section of the accompanying schedule of findings and questioned costs.

In our opinion, PPACG, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of PPACG and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of PPACG’s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to PPACG’s federal programs.
Auditor’s Responsibility for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on PPACG’s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about PPACG’s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding PPACG’s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of PPACG’s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of PPACG’s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.
Our consideration of internal control over compliance was for the limited purpose described in the Auditor’s Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2022

SECTION I – SUMMARY OF AUDITORS’ RESULTS

FINANCIAL STATEMENTS
1. Type of auditors’ report issued was:
   - [X] Unmodified
   - [ ] Modified
   - [ ] Adverse
   - [ ] Disclaimed

2. Internal control over financial reporting:
   - (A) Material weakness(es) identified? [ ] Yes [X] No
   - (B) Significant deficiency(ies) identified? [ ] Yes [X] None reported

3. Noncompliance material to financial statements noted? [ ] Yes [X] No

FEDERAL AWARDS
1. Internal control over major programs:
   - (A) Material weakness(es) identified? [ ] Yes [X] No
   - (B) Significant deficiency(ies) identified? [ ] Yes [X] None reported

2. Type of auditors’ report issued on compliance for major programs:
   - [X] Unmodified
   - [ ] Modified
   - [ ] Adverse
   - [ ] Disclaimed

3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? [ ] Yes [X] No

4. The Organization’s major programs were:

<table>
<thead>
<tr>
<th>CFDA Number</th>
<th>Cluster/Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>93.044</td>
<td>Part B – Grants for the Supportive Services and Senior Centers</td>
</tr>
<tr>
<td>93.045</td>
<td>Part C – Nutrition Services</td>
</tr>
<tr>
<td>93.053</td>
<td>Nutrition Services Incentive Program</td>
</tr>
</tbody>
</table>

5. Dollar threshold used to distinguish between Type A and Type B programs was $750,000.

6. The Organization qualified as a low-risk auditee? [X] Yes [ ] No

SECTION II – FINANCIAL STATEMENT FINDINGS

No matters were reportable.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

No matters were reportable.
PIKES PEAK AREA COUNCIL OF GOVERNMENTS

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2022

No matters were reported.
DATE:       June 14, 2023
TO:         PPACG Board of Directors
FROM:       Laura Crews, Mobility Coordinator/Danelle Miller, Sr Transportation Planner
THROUGH:    Andrew Gunning, Executive Director
SUBJECT:    TITLE VI AND LIMITED ENGLISH PROFICIENCY PLANS

ACTION REQUESTED:  Review & Approve

PREVIOUS ACTION
The previous Title VI and Limited English Proficiency (LEP) Plan was adopted by the Board in 2019.

SUMMARY
The Title VI plan must be updated every 3 years to ensure compliance with receiving federal funding. Federal regulations require PPACG to produce Title VI and LEP plans in order to ensure a fair and inclusive transportation planning process. Because the two documents are closely aligned, they were completed concurrently to reduce redundant effort and are being brought to the Board as one item as has been done historically.

Administrative changes have been made to the plans to update the data contained therein and to address the requirements of the Federal Transit Administration (FTA) for PPACG and its funding subrecipients. Updates are highlighted in yellow throughout the documents. The blue-highlighted appendix at the end of the Title VI plan is the additional content requested by FTA.

The Title VI and LEP plans describe geographic and statistical analysis to discover where vulnerable populations are as well as ways to ensure vulnerable populations are included in the planning process and not negatively impacted by planned projects. Although these plans may prompt PPACG to consider alternatives, they do not determine which projects can or will be funded.
BACKGROUND
Title VI refers to Title VI of the Civil Rights Act of 1964, which states, “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.”

Because of similarities in goals and analytical procedures and to reduce redundancy of effort, it was previously decided to create a combined Title VI and LEP. To cover all of our federally guided work at PPACG. The Plan meets all of the requirements of a Title VI Plan and provides a framework for analysis.

To comply with federal regulations, PPACG must complete a Title VI Plan at least every three years and must certify annually that it is complying with Title VI.

The LEP Plan is a federally required plan that is an extension of Title VI specifically aimed at persons who are not fluent in English.

PROPOSED MOTION
Recommend the Board of Directors approve the Title VI and LEP Plans.

ATTACHMENT(S)
1) Title VI and Environmental Justice Plan
2) Limited English Proficiency Plan
3) Board Resolution

STRATEGIC PLAN GOALS
☐ Advocacy: Serve as an effective advocacy voice for common ground issues.
☐ Information Sharing: Serve as a significant resource for PPACG members to collect and share information with regional partners.
☒ Aging: Expand and extend senior access, awareness, education, and connectivity to support age-friendly communities and empower individual seniors.
☒ Transportation: Maintain and improve a coordinated, validated plan for transportation needs across the PPACG region.
☒ Program Excellence: Continue to excel in the key fundamental areas of PPACG: Military support, Environmental programs, Transportation, Area Agency on Aging, and regional communication, and collaboration.
Title VI and Environmental Justice Plan

Contents

Introduction ........................................................................................................................................... 3
Title VI .............................................................................................................................................. 6
Environmental Justice .................................................................................................................. 7
Limited English Proficiency ......................................................................................................... 22
Mobility Management .................................................................................................................... 25
Administration ............................................................................................................................. 26
Documents ........................................................................................................................................ 26
Attachments ..................................................................................................................................... 27
Introduction

Serving the Pikes Peak region for over 50 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
- FTA EJ Circular 4703.1 (2021), which provides guidance to FTA funding recipients

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 agencies and is intended to improve the internal management of the Federal government.

**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 distributed fairly; 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:

Laura Crews, Mobility Coordinator
Pikes Peak Area Council of Governments
719-471-7080 x121
lcrews@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, which can help identify plans or projects likely to have impacts that should be examined. The demographic data in the following maps comes from the Environmental Protection Agency’s (EPA) Environmental Justice Screening and Mapping Tool (EJScreen) (Version 2.11) website. The EJScreen is a screening and mapping tool that utilizes standard and nationally consistent data to highlight places that may have higher environmental burdens and vulnerable populations.

The tool offers EJ indexes by combining environmental and demographic indicators in basic geographic units of Census block groups. It should be noted that the tool records the percentile of each Census block group for the following indicators, and not the actual percentage. Percentiles express all the observations of a given occurrence, below a certain percentage of that occurrence. For example, if an area is at the 57th Percentile in the nation, this means that for the average person the block group score is greater than (or equal to) 57% of the national population.

The geographic framework for EJScreen was built from 2020 Census TIGER/Line data. Socioeconomic data is from the U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates.

Definitions of the population percentiles illustrated in each map are included with the corresponding figure.
Figure 2: Percentile of Population that is People of Color within the PPACG MPO, per the EJScreen Tool

People of color: The percent of individuals in a block group who list their racial status as a race other than white alone and/or list their ethnicity as Hispanic or Latino. That is, all people other than non-Hispanic white-alone individuals. The word "alone" in this case indicates that the person is of a single race, not multiracial.
Figure 3: Percentile of Population with Low Income within the PPACG MPO, per the EJScreen Tool

Low Income: The percent of a block group's population in households where the household income is less than or equal to twice the federal "poverty level."
Figure 4: Percentile of Population over the Age of 64 within the PPACG MPO, per the EJScreen Tool

Over age 64: Percent of people in a block group over the age of 64.
Figure 5: Demographic Index for the PPACG MPO, per the EJScreen Tool

Demographic Index: The Demographic Index in EJScreen is a combination of percent low-income and percent people of color. These are the two demographic factors explicitly named in Executive Order 12898. For each Census block group, these two numbers are simply averaged together.
The formula is as follows:

$$\text{Demographic Index} = \frac{\% \text{ Low Income} + \% \text{ People of Color}}{2}$$

For example, if a Census block group has a low-income indicator value of 25% and a people of color indicator value of 75%, the Demographic Index value would be 50%.

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.

The table below provides a breakdown of minorities in El Paso and Teller Counties. Data for race and ethnicity in the table below comes from the 2020: DEC Redistricting Data (PL 94-171) table from the US Census Bureau. Note that this table contains percentages, not percentiles.

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.”

**Table 1: Demographic Information per 2020 Census**

<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>65.78%</td>
<td>85.69%</td>
<td>65.13%</td>
</tr>
<tr>
<td>Hispanic or Latino (of all races)</td>
<td>17.80%</td>
<td>7.10%</td>
<td>21.88%</td>
</tr>
<tr>
<td>Black or African American</td>
<td>5.58%</td>
<td>0.51%</td>
<td>3.83%</td>
</tr>
<tr>
<td>American Indian and Alaska Native</td>
<td>0.52%</td>
<td>0.68%</td>
<td>0.58%</td>
</tr>
<tr>
<td>Asian/Pacific Islander</td>
<td>3.34%</td>
<td>0.62%</td>
<td>3.54%</td>
</tr>
<tr>
<td>Some other race</td>
<td>0.63%</td>
<td>0.54%</td>
<td>0.51%</td>
</tr>
<tr>
<td>Two or more races</td>
<td>6.35%</td>
<td>4.85%</td>
<td>4.24%</td>
</tr>
<tr>
<td>Total Minority Population</td>
<td>34.22%</td>
<td>14.31%</td>
<td>34.59%</td>
</tr>
<tr>
<td>Total Population</td>
<td>730,395</td>
<td>17,390</td>
<td>5,773,714</td>
</tr>
<tr>
<td>Poverty Rate</td>
<td>9.60%</td>
<td>9.20%</td>
<td>9.70%</td>
</tr>
</tbody>
</table>
Adverse Effects and 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 LRTP and the 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 LRTP, the region’s 20-year fiscally constrained plan; and for the 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 as 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                           |                                                                                      |                                                                                   |
| LRTP or UPWP Amendment requiring Board action | 30 days                           |                                                                                      |                                                                                   |
| TIP Amendment requiring Board action  | 14 days (before adoption only)    |                                                                                      |                                                                                   |
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 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 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 may attend community events such as farmer’s markets, luncheons, and conferences where they can introduce 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 future outreach efforts, 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 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

Part of the effort of completing the LRTP will be establishing the pattern of collecting and reviewing data and comments as part of a continual feedback process for improving engagement.

Some of the EJ-specific metrics and other feedback that will be tracked as part of future LRTP development 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, PPACG will collect voluntary items of information through surveys. 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 future plan development 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 LRTP, 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 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 in the EJ process, and to seek and provide feedback as each plan or TIP is wrapping up 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 LRTP 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 EJScreen tool also provides information about limited English-speaking households, which are depicted for the MPO area in the following figure. The LEP population represents a small proportion of the overall population, although the proportion may be dramatically higher in certain areas.
Limited English Speaking: Percentile for the percent of people in a block group living in limited English-speaking households. A household in which all members age 14 years and over speak a non-English language and also speak English less than "very well" (have difficulty with English) is limited English speaking.
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.

Additional information about LEP populations and assistance, please refer to the Limited English Proficiency Plan found on PPACG’s website.

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 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):

Laura Crews
Title VI Coordinator/Mobility Coordinator
Pikes Peak Area Council of Governments
719-471-7080 x121
lcrews@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

- Regional Transportation Plan
- Transportation Improvement Program
- Unified Planning Work Program
## 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
11. Title VI Supplement for FTA 5310 Funding
12. **PPACG Annual Title VI Reporting**
PIKES PEAK AREA COUNCIL OF GOVERNMENTS
ANNUAL TITLE VI ASSURANCES
FISCAL YEAR 2024-2025

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, 2022 through June 30, 2023.

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, 2022 through June 30, 2023.

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: ________________

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 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 ____________________

Pikes Peak Area Council of Governments

By

__________________________
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

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 lcrews@ppacg.org, or by phone at 719-471-7080, ext. 121.

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, PPACG 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.
Procedimiento de Quejas Conforme al Título VI

El Título 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 presento 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:

Name:

Address:

Telephone (Home):  Telephone (Work):

Electronic Mail Address:

<table>
<thead>
<tr>
<th>Accessible Format Requirements?</th>
<th>Large Print</th>
<th>Audio Tape</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDD</td>
<td></td>
<td>Other</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
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 |
|------------------------|------------------|
| Have you previously filed a Title VI complaint with this agency? | Yes | No |

| Section V |
|------------------------|------------------|
| Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? | Yes | No |
| If yes, check all that apply: |
| [ ] Federal Agency: |
| [ ] Federal Court |
| [ ] State Agency |
| [ ] State Court |
| [ ] Local Agency |

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

| Name: |
| Title: |
| Agency: |
| Address: |
| Telephone: |

| Section VI |
|------------------------|------------------|
| Name of agency complaint is against: |
Contact person: 
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>
</tr>
</thead>
<tbody>
<tr>
<td>Nombre:</td>
</tr>
<tr>
<td>Dirección:</td>
</tr>
<tr>
<td>Teléfono (domicilio):</td>
</tr>
<tr>
<td>Dirección de correo electrónico:</td>
</tr>
<tr>
<td>¿Requisitos de formato accesible?</td>
</tr>
<tr>
<td>Letra grande</td>
</tr>
<tr>
<td>Dispositivo de comunicación para sordos (TDD)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Sección II:</th>
</tr>
</thead>
<tbody>
<tr>
<td>¿Usted presenta esta queja en su propio nombre?</td>
</tr>
<tr>
<td>Sí* No nombre?</td>
</tr>
<tr>
<td>*Si su respuesta a la pregunta fue &quot;Sí&quot;, pase a la Sección III.</td>
</tr>
</tbody>
</table>

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>Sección III:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirme que cuenta con el consentimiento de la parte agraviada si usted está presentando una queja en nombre de un tercero.</td>
</tr>
<tr>
<td>Sí</td>
</tr>
</tbody>
</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.

**Sección IV**

| ¿Ha presentado previamente una queja conforme al Título VI en esta agencia? |
|-----------------|-----------------|
| Sí | No |

**Sección V**

| ¿Ha presentado esta queja en otra agencia federal, estatal o local, o ante un tribunal federal o estatal? |
|-----------------|-----------------|
| [ ] Sí  | [ ] No |

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.

<table>
<thead>
<tr>
<th>Nombre:</th>
</tr>
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<tbody>
<tr>
<td>Puesto:</td>
</tr>
<tr>
<td>Agencia:</td>
</tr>
<tr>
<td>Dirección:</td>
</tr>
<tr>
<td>Teléfono:</td>
</tr>
</tbody>
</table>

**Sección VI**

| Nombre de la agencia contra quien se presenta la queja: |
|-----------------|-----------------|
| Persona de contacto: |
| Puesto: |
| Número de teléfono: |

Puede adjuntar cualquier material escrito o cualquier otra información que usted considere relevante para su queja. A continuación deberá firmar e indicar la fecha.
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<tr>
<th>Firma</th>
<th>Fecha</th>
</tr>
</thead>
</table>

 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:
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

ATTEST:
By:

_______________________________

Name:
Title

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).
BOARD OF DIRECTORS RESOLUTION WILL BE INSERTED FOLLOWING ADOPTION
Title VI Supplement for Monitoring of Subrecipients of Federal Transit Administration (FTA) Funds

PPACG is a direct recipient of the Federal Transit Administration Funds. PPACG is required to monitor and assist subrecipients with their Title VI program and implementation policies in accordance with 49 CFR 21.9(b).

The following policies and procedures will be used to ensure all subrecipients of FTA funds are compliant with Federal regulations.

1. Each subrecipient is required to provide a Title VI Plan. Plans must be updated according to the most recent federal guidance. PPACG staff will review each subrecipient’s plan and make recommendations to the subrecipient should changes need to be made. PPACG will also provide base templates to new subrecipients should they not have a current plan. Plans must contain the following:
   a. Policies and procedures are specific to the subrecipient’s program structure.
   b. A description of the roles and responsibilities of staff to support the Title VI plan. Naming of designated Title VI compliance officer(s) is required.
   c. A description and cadence of staff training on the subrecipient’s Title VI plan.
   d. Complaint procedures for Title VI plans. This must include a description of how the subrecipient will communicate to customers their rights and how they can file a complaint should they feel their rights have been violated. (Must be accessible to LEP individuals) A timeline for addressing complaints must be included. PPACG requires all subrecipients to report any complaints filed.
   e. The Limited English Proficiency (LEP) Plan details how the organization will accommodate and provide outreach to individuals who may struggle with navigating services due to their knowledge of the English language. Subrecipients must list the predominant languages spoken in their service area and report yearly on the tools and staff used to accommodate LEP individuals.
   f. Signed board resolution adopting the written policies and procedures developed by the organization to ensure compliance with Title VI requirements.

2. PPACG requires all subrecipients to sign the annual Certifications and Assurances provided by FTA. In addition, should there be a significant change that affects Title VI plans, subrecipients will need to certify they have adjusted their policies and plans to accommodate the changes.

3. PPACG requires each subrecipient to submit an Annual Title VI Report Form each year. (See Exhibit A)

4. An onsite visit will be conducted at least once every two years to monitor and provide hands-on support when needed.
5. PPACG staff will provide ongoing support to subrecipients by directing them to training opportunities and resources to help them implement and enhance their Title VI plans. PPACG staff will also be available for technical support.

6. PPACG reserves the right to investigate Title VI filings by customers and will report filings to FTA when necessary.
PPACG Annual Title VI Reporting
Cited Facilities, Investigations, Complaints, and Lawsuits

Reporting Year: April 1, 2021-March 30, 2022

No cited facilities were established.
No complaints or lawsuits were filed on PPACG or the 5310 subrecipients. As a result, no investigations were conducted.

Subrecipient Information:

Disability Services Inc.
December 2020-Completed Title VI and LEP Plan, which was adopted by their Board of Directors and approved by PPACG.

Silver Key Senior Services
December 2020-Completed Title VI and LEP Plan, which was adopted by their Board of Directors and approved by PPACG.

El Paso Fountain Senior Citizen Program
December 2020-Completed Title VI and LEP Plan, which was adopted by their Board of Directors and approved by PPACG.

Reporting Year: April 1, 2022-March 30, 2023

No cited facilities were established.
No complaints or lawsuits were filed on PPACG or the 5310 subrecipients. As a result, no investigations were conducted.

PPACG adopted a supplement to the current Title VI Plan that addressed how the organization would support and monitor subrecipients’ Title VI and LEP activities.

Subrecipient Information:

Disability Services Inc.
June 2022- Completed annual report form and produced LEP materials developed for outreach purposes. PPACG reviewed their documentation and procedures and had no findings.

Silver Key Senior Services
June 2022- Completed annual report form and produced LEP materials developed for outreach purposes. PPACG reviewed their documentation and procedures and had no findings.
El Paso Fountain Senior Citizen Program

June 2022- Completed annual report form. They were unable to produce any LEP materials and did not show they were notifying customers of how to report a Title VI incident. PPACG was no longer under contract with the organization starting July 1, 2022. Should the organization apply for FTA funding in the future, it will need to produce an action plan to ensure they are meeting compliance and following its adopted Title VI plan.
LIMITED ENGLISH PROFICIENCY PLAN

Pikes Peak Area Council of Governments
February 2019
Updated June 2023
Limited English Proficiency Plan

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Introduction

Serving the Pikes Peak region for over 50 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 transportation planning in two counties and seven municipalities.

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

The PPACG uses a committee structure that provides subject matter knowledge, citizen and stakeholder participation, project guidance, and decision support.

The Transportation Advisory Committee (TAC) provides technical advice on transportation issues, goals, plans, and programs to the PPACG Board of Directors and staff.

The Citizens Advisory Committee (CAC) committee is a nontechnical committee made up of volunteers who offer a citizen’s perspective on issues such as transportation, the environment, economic development, and military impact planning in the Pikes Peak region.

The Mobility Coordinating Committee (MCC) coordinates transit grants and other resources and advises the PPACG board on current emerging issues related to public human service and job-access transit services in the region.

The Board of Directors (BOD) sets agency policy and serves as the decision-making body.
Figure 1: Metropolitan Planning Organization boundary
Title VI and Executive Order 13166

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.

Federal regulations require agencies and others receiving federal funds to provide a fully coordinated process which includes analysis of the LEP community and public involvement that considers the needs of the LEP population.

Four-Factor Analysis

The DOT guidance outlines four factors that funding recipients should apply 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 encounter 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.

After completing four-factor analysis, the appropriate “mix” of LEP services and outreach can be determined. Overall, PPACG’s approach will focus on translation services, accessible documents, our website, and working with community partners.

Factor 1 Analysis – The number and proportion of LEP persons in the service area

The following map provides information about limited English-speaking households. Although the LEP population represents a small proportion of the overall population, the proportion may be dramatically higher in certain areas. The data depicted in the figure comes from the Environmental Protection Agency’s (EPA) Environmental Justice Screening and Mapping Tool (EJScreen) (Version 2.11) website. EJScreen is a screening and mapping tool that utilizes standard and nationally consistent data to highlight places that may have higher environmental burdens and vulnerable populations.

It should be noted that the tool records the percentile of each Census block group, and not the actual percentage. Percentiles express all the observations of a given occurrence, below a certain percentage of that occurrence. For example, if an area is at
the 57th Percentile in the nation, this means that for the average person the block group score is greater than (or equal to) 57% of the national population.

**Figure 1: Percentile of Limited English-Speaking Households for the PPACG MPO, per the EJScreen Tool**

Limited English Speaking: Percentile for the percent of people in a block group living in limited English-speaking households. A household in which all members age 14 years
and over speak a non-English language and also speak English less than "very well" (have difficulty with English) is limited English speaking.

The 2021 five-year estimate of the American Community Survey (ACS) provides information about Limited English Proficiency in the Pikes Peak area. In the Colorado Springs Metro area, the ACS data estimates 699,717 citizens 5 years and over. The following table illustrates the percentages of that population that identified as speaking only English or speaking a language other than English. It also identifies the percentages of the population that reported that they speak English “very well” or “less than very well.” Although this is a subjective measurement, it can provide information that will help better support citizens.

Table 1: Languages Spoken in the Household, Colorado Springs Metro Area, ACS 2017-2021

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Population (5 years and over)</td>
<td>N/A</td>
<td>96.9%</td>
<td>3.1%</td>
</tr>
<tr>
<td>Speaks only English</td>
<td>89.0%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Speaks a language other than English</td>
<td>11.0%</td>
<td>71.4%</td>
<td>28.6%</td>
</tr>
<tr>
<td>Speaks Spanish</td>
<td>7.0%</td>
<td>71.1%</td>
<td>28.9%</td>
</tr>
<tr>
<td>Speaks Other Indo-European languages</td>
<td>2.1%</td>
<td>81.8%</td>
<td>18.2%</td>
</tr>
<tr>
<td>Speaks Asian and Pacific Island languages</td>
<td>1.5%</td>
<td>57.3%</td>
<td>42.7%</td>
</tr>
<tr>
<td>Speaks Other languages</td>
<td>0.4%</td>
<td>77.9%</td>
<td>22.1%</td>
</tr>
</tbody>
</table>


By comparison, El Paso County as a whole is very similar to the Colorado Springs Metro area. 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.” Although portions of El Paso and Teller Counties are outside the MPO boundary within which PPACG’s transportation efforts are focused, populations from the larger counties may be impacted by projects within the MPO.
**Table 2: Languages Spoken in the Household, El Paso and Teller Counties, ACS 2017-2021**

<table>
<thead>
<tr>
<th>Population Group</th>
<th>El Paso County</th>
<th>Teller County</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percent of Population (rounded)</td>
<td>Speak English only or Speak English &quot;Very Well&quot;</td>
</tr>
<tr>
<td>General Population (5 years and over)</td>
<td>N/A</td>
<td>96.8%</td>
</tr>
<tr>
<td>Speaks only English</td>
<td>88.8%</td>
<td>N/A</td>
</tr>
<tr>
<td>Speaks a language other than English</td>
<td>11.2%</td>
<td>71.3%</td>
</tr>
<tr>
<td>Speaks Spanish</td>
<td>7.2%</td>
<td>70.9%</td>
</tr>
<tr>
<td>Speaks Other Indo-European languages</td>
<td>2.1%</td>
<td>82.2%</td>
</tr>
<tr>
<td>Speaks Asian and Pacific Island languages</td>
<td>1.6%</td>
<td>57.3%</td>
</tr>
<tr>
<td>Speaks Other languages</td>
<td>0.4%</td>
<td>78.7%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>21.3%</td>
</tr>
</tbody>
</table>

Given the tables above, it may be particularly important to reach out to the Spanish-speaking community and make sure that adequate Spanish translations and translation services are available. Similar outreach and services for Asian and Pacific Island languages may become important for plans expected to have substantial impacts in specific areas where those populations are present in larger numbers.

It is noteworthy that for each language category, people aged 65 and over reported that they speak English “less than very well” at a higher rate than younger people. For certain plans, therefore, translation services should be most available where there are elderly populations of people who speak a language other than English. Although these numbers have decreased from the 2016 ACS 5-year estimates, it is still important to ensure proper language services to ensure people are not barred from participating. Specifically, nearly 60% of those 65 and over who speak Asian and Pacific Island language reported that they speak English “less than very well.” To be clear, this group is present in smaller numbers than Spanish speakers, but their rate of speaking English “less than very well” is higher.

The most common languages in the region other than English are Spanish (by a large margin), German, and Korean, in that order. Note that due to data availability, these percentages are from the 2015 ACS five-year estimates. Also note that the table does not specify whether those who speak languages other than English also speak English.

**Table 3: Top Ten Languages Spoken within the PPACG Region, ACS 2011-2015**

<table>
<thead>
<tr>
<th>Language Spoken</th>
<th>Colorado Springs Metro Area</th>
<th>El Paso and Teller Counties (Combined)</th>
</tr>
</thead>
<tbody>
<tr>
<td>English Only</td>
<td>78.18%</td>
<td>88.44%</td>
</tr>
<tr>
<td>Spanish or Spanish Creole</td>
<td>7.60%</td>
<td>7.08%</td>
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<tr>
<td>German</td>
<td>0.89%</td>
<td>0.91%</td>
</tr>
<tr>
<td>Korean</td>
<td>0.65%</td>
<td>0.59%</td>
</tr>
<tr>
<td>Tagalog</td>
<td>0.29%</td>
<td>0.34%</td>
</tr>
<tr>
<td>Chinese</td>
<td>0.32%</td>
<td>0.33%</td>
</tr>
<tr>
<td>French (incl. Patois, Cajun)</td>
<td>0.26%</td>
<td>0.29%</td>
</tr>
<tr>
<td>Vietnamese</td>
<td>0.19%</td>
<td>0.21%</td>
</tr>
<tr>
<td>Russian</td>
<td>0.11%</td>
<td>0.20%</td>
</tr>
<tr>
<td>Arabic</td>
<td>0.18%</td>
<td>0.16%</td>
</tr>
</tbody>
</table>

Factor 2 Analysis – The frequency in which LEP persons encounter the MPO programs

Documented interactions with LEP persons are rare. PPACG develops new transportation plans and improvement programs every four years and develops planning work programs annually. Amendments that require public input to these documents are irregular.

Factor 3 Analysis – The importance of the service provided by PPACG

As the federally designated MPO, PPACG must produce and maintain two major products that include transportation projects that have both beneficial and adverse impacts:

- Regional Long Range Transportation Plan
- Transportation Improvement Program

These products must conform to a “3C” planning process (continuing, cooperative, and comprehensive), to determine investment priorities for billions of dollars in federal, state, and local funds.

While involvement by any citizen with the transportation planning process is voluntary, PPACG must ensure all segments of the population, including LEP persons, have had the opportunity to be involved. One of PPACG’s core public involvement objectives is to ensure all citizens have the opportunity for public input. PPACG strives to make the planning process as inclusive and accessible as possible.

While the importance of the regularly occurring RTP and TIP is clear, some type of Factor 3 analysis should be performed for each plan or project conducted by PPACG. It should consider both the nature and the location of the project or plan in question.

Factor 4 Analysis – The resources available and overall cost

The fourth factor assesses the needs of LEP persons within the region against the resources and costs available to PPACG in addressing such needs. To meet PPACG’s goal to provide a cooperative transportation planning process, it is essential that information be disseminated in multiple formats to encourage a high level of participation.

The Public Participation Plan (PPP), which can be found on PPACG’s website, lists the appropriate public involvement procedures and formats. Any of the communication methods listed might be made available in Spanish or another language, as appropriate.

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

PPACG’s website contains timely information with upcoming meetings and posted agendas, schedules, comment boxes, maps, and surveys. Meetings are open to the public and staff is always available to address diverse groups and various organizations and to field inquiries from citizens. Continued public involvement is encouraged throughout the process.

In addition to PPACG’s major recurring plan and program, the RTP and the TIP, some type of Factor 4 analysis should be conducted for each plan or project conducted by the agency, with consideration given to the size and cost of the plan or project.

**Meaningful Access – Current and Upcoming Plans and Programs**

**Translation Services**

For those with Limited English proficiency (LEP), inclusion means providing both spoken and written translations of program materials and presentations. Translation will be provided for workshops, open-houses, and public meetings when requested, with 7 days’ notice.

Korean translation may be provided if practical; Korean is the third most common language in Colorado Springs, and those who speak Asian and Pacific Island languages reported the highest rates of speaking English “less than very well” in the 2021 American Community Survey.

For communications concerning plans which will substantially impact areas where there is an identified LEP population, translated materials and/or translation services may be offered even if not requested. In this situation, planning staff will proactively attempt to engage support organizations and to discover advertising channels likely to reach persons in the area who speak limited English.
The procedure for requesting Spanish translation services for PPACG’s regularly occurring committee and Board meetings will appear (in Spanish) on all meeting agendas as of the adoption of this plan.

**Accessible Documents and Website**

Per PPACG’s Title VI & Environmental Justice Plan, a 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. This primer will be available in English and Spanish, and a special effort will be made during Long Range Plan updates to distribute the primer to Spanish-speaking community leaders and support organizations.

Due to limited budget and resources, however, PPACG is unable to translate all documents. It may translate core documents, or portions thereof, as suggested by four-factor analysis. Spanish translations of documents such as the “Title VI Complaint Form” and the “Notice to Beneficiaries of Protection Under Title VI” will be provided in English and Spanish. Executive summaries for the Long Range Transportation Plan and Transportation Improvement Program will also be provided in Spanish and English. Other plans and program documents may be translated if they are likely to have disproportionate impacts on an identified LEP population.

PPACG’s website will feature an easy-to-use translate button made available by Google, which can instantly translate the site into numerous languages. This add-on program also offers the benefit of tracking the number and language of translation requests: this data can then be used to help determine the demand for translations of PPACG’s documents and other website content.

**Community Outreach**

As stated in the Title VI and Environmental Justice Plan, PPACG will rely upon community partners 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. This includes the Spanish-speaking community (others where appropriate). 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.

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 introduce 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.

As with Environmental Justice, PPACG’s committees and Board can draw on their own experiences and language issues in their communities to provide needed perspectives on the LEP 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 LEP process, and to seek and provide feedback as each plan or TIP is wrapping up to achieve ongoing improvement.

To further improve diversity for the purpose of achieving a better understanding of language considerations, PPACG will explore expanding the Citizen’s Advisory Committee (CAC) to include representatives of the Spanish-speaking community. The CAC is the body most involved in the development and improvement of PPACG’s overall public involvement processes.

**Monitoring and Updates**

PPACG will update the LEP Plan at the beginning of each long range transportation plan development cycle, if not more frequently. Updates will include the following:

- How the needs of LEP persons have been addressed;
- Determination of the current LEP population and population distribution within the PPACG metropolitan area;
- Determination of whether the need for translation services has changed;
- Determination of whether language assistance programs have been sufficient and appropriate;
- Determination of whether PPACG’s financial resources are sufficient to fund additional or other language assistance resources when needed;
- Determination as to whether PPACG fully complies with the goals of the LEP Plan (includes review of any complaints that have been received);

As with Environmental Justice, little LEP-related data has been collected and retained during PPACG’s previous planning cycles. Future plan efforts will establish the pattern of collecting and reviewing data and comments as part of a continual feedback process for improving access for those with limited English proficiency.

Some of the EJ-specific metrics and other feedback that will be tracked as part of future LRTP development 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 LEP populations and/or representatives of LEP communities
• Responses to LEP-related questions on surveys completed for the long-range plan, beginning with the 2050 plan
• Website analytics, including some powerful new features

As described previously, the Google translation feature on our website tracks the number and language of translation requests: this data will be used to help determine the demand for translations of PPACG’s documents and other website content.

There will also be a sustained effort to increase PPACG’s list of LEP contacts and community leaders, and to grow our LEP email/contact list and grow the number of appropriate advertising channels with each planning cycle. With each planning cycle, PPACG will review why this did or did not happen successfully.

Where to Find the Plan

The Plan is posted on the PPACG website at www.ppacg.org. Copies of the Plan have been provided to the Colorado Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration.
Any questions or comments regarding this plan should be directed to:

Laura Crews, Title VI Coordinator/Mobility Coordinator
Pikes Peak Area Council of Governments
15 South 7th Street
Colorado Springs, CO 80905
719-471-7080
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

JUNE 14, 2023

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 receives both Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) in the work programs of the agency,

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 14th day of June 2023, at Colorado Springs, CO

__________________________
Mayor Sharon Thompson,
Chair

__________________________
ATTEST
Dave Donelson, Secretary
DATE:       June 14, 2023
TO:         PPACG Board of Directors
FROM:       PPACG Regional Advisory Council
SUBJECT:    AMERICAN RESCUE PLAN ACT (ARPA) FUNDING REVIEW

SUMMARY:
The Pikes Peak Area Agency on Aging received $2,345,927.93 in federal Administration on Community Living (ACL) American Rescue Plan Act (ARPA) funds. These funds are expressly for infrastructure and capital growth projects to expand senior services. After State Fiscal Year (SFY) 24 indirect is calculated, this provides $1,818,797.92 for distribution across the region. Due to the community and collaborative nature of these funds, a region-wide NOFA was advertised. All current providers were also notified directly. By request, staff met with current contracted providers and other organizations interested in applying to answer questions, confirm projects were allowable expenses, etc.

The Regional Advisory Council reviewed and approved the recommendations from the Technical Review Subcommittee’s (TRS) ARPA requests on Wednesday, May 25, 2023. The available funding is $1,818,797.92, and the overall requests were $1,804,126, leaving a balance of $14,671.92.

Due to concerns about possible drawback of unallocated ARPA funds before the contractual date due to the ongoing federal debt ceiling discussions, the goal of the staff and TRS was to fully obligate the full award amount of the ARPA funds. Therefore, based upon one request to purchase a used vehicle for food/grocery deliveries, the TRS recommended applying the balance to that request, to enable the purchase of a newer vehicle. In another case, there was an invalid request for marketing materials and that balance of $600 was provided to another provider to enhance their tech request. Otherwise, these recommendations are generally funded at 100% of their ask.

Please find attached a worksheet that shows all the requests received and RAC recommendations. All funds are hereby allocated and upon contracting will become obligated, per the contract.

ACTION REQUESTED:  Review & Recommend
The RAC unanimously forward these recommendations to the PPACG Board.

PROPOSED MOTION: Accept RAC Recommendations

PREVIOUS COMMITTEE ACTION/BACKGROUND:

ATTACHMENT(S)
1) Attachment 1 RAC Request Spreadsheet

STRATEGIC PLAN GOALS
☐ Advocacy: Serve as an effective advocacy voice for common ground issues.
☐ Information Sharing: Serve as a significant resource for PPACG members to collect and share information with regional partners.
☒ Aging: Expand and extend senior access, awareness, education, and connectivity to support age-friendly communities and empower individual seniors.
☒ Transportation: Maintain and improve a coordinated, validated plan for transportation needs across the PPACG region.
☒ Program Excellence: Continue to excel in the key fundamental areas of PPACG: Military support, Environmental programs, Transportation, Area Agency on Aging, and regional communication and collaboration.
DATE: June 14, 2023
TO: PPACG Board of Directors
FROM: Mr. Jody Barker, PPAAA Director
THROUGH: Technical Review Subcommittee
SUBJECT: Regional Advisory Council Technical Review Subcommittee ARPA Funding Vote

**ACTION REQUESTED: Review & Approve**

**SUMMARY** The Technical Review Subcommittee (TRS) of the Regional Advisory Council (RAC) held their American Rescue Plan Act (ARPA) funding review on May 25, 2023, to recommend funding allocations for capital and infrastructure projects. ARPA funds are available as part of a federal stimulus bill to support service sustainability.

Pikes Peak Area Agency on Aging (PPAAA) received requests totaling $1,804,126. Available ARPA funding is $1,818,798. Applications were received from ten organizations; eight applicants are currently contracted providers of PPAAA.

Evaluation of requests included a review of allowable expenses, project timelines, vendor bids, and service impact. Projects were considered based on the PPAAA Four Year Plan and the Strategic Review Subcommittee priorities. The TRE Recommendations were approved by the Regional Advisory Council on May 25, 2023. For the service providers identified in the attached matrix.

**RECOMMENDATION** Approve the amounts recommended by the TRS.

**PROPOSED MOTION** The attached TRS – ARPA Recommendations lists each applicant’s total project cost, ARPA funding request, and proposed award amounts by the TRS. Move to approve the recommended ARPA funding requests.

**ALTERNATIVES**
The Board of Directors has the following alternatives to consider:
1) Approve the item as presented.
2) Disapprove the item.
3) Refer the item back to staff and recommending committee.

**PREVIOUS BOARD ACTION** None at this time.

**FINANCIAL IMPLICATIONS** Process ensures allocation of ARPA funding and support of services for older adults and caregivers in the region.

**BACKGROUND** This funding process reflects the annual efforts to support services to older adults in the region.

**STAKEHOLDER PROCESS** The Regional Advisory Council appoints members to the Technical Review Subcommittee annually to participate in this process.

**ATTACHMENT(S)**
1) TRS – ARPA RECOMMENDATIONS

**STRATEGIC PLAN GOALS**
- ☐ Advocacy: Serve as an effective advocacy voice for common ground issues.
- ☐ Information Sharing: Serve as a significant resource for PPACG members to collect and share information with regional partners.
- ☒ Aging: Expand and extend senior access, awareness, education, and connectivity to support age-friendly communities and empower individual seniors.
- ☐ Transportation: Maintain and improve a coordinated, validated plan for transportation needs across the PPACG region.
- ☒ Program Excellence: Continue to excel in the key fundamental areas of PPACG: Military support, Environmental programs, Transportation, Area Agency on Aging, and regional communication and collaboration.
## ARPA FUNDING

<table>
<thead>
<tr>
<th>Organization</th>
<th>Description</th>
<th>Total Project Cost</th>
<th>ARPA Request</th>
<th>TRS Proposed</th>
<th>Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awake the Lake</td>
<td>Pickleball Courts and Restrooms</td>
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<td></td>
<td>(2) Infrastructure Support for Senior Advocacy Program</td>
<td>$3,429</td>
<td>$3,086</td>
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<td></td>
<td>(3) Food Security Vehicle</td>
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<td>$40,464</td>
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<td>Disability Services</td>
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<td></td>
<td>Procurement and Installation</td>
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<td></td>
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<td>$82,378</td>
<td>$74,139</td>
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<tr>
<td>Greccio Housing</td>
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<td></td>
<td>(2) Properties Preservation</td>
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<td>(3) Centerpointe Apartments</td>
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<td>iSight Connections</td>
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<td>Licensed Dental Hygiene Care</td>
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<td>(2) Community Dental Health Center</td>
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<td>(2) ADA Construction and Remodel</td>
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<td>Silver Key Senior Services</td>
<td>(1) Transportation Collaboration w/ Disability Services and FVSC</td>
<td>$134,969</td>
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<td>(2) NAMI Collaboration</td>
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## ARPA FUNDING

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<tr>
<th>Teller Senior Coalition</th>
<th>Total Project Cost</th>
<th>ARPA Request</th>
<th>TRS Proposed</th>
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<tr>
<td>(1) Van with Ramp</td>
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<td>(3) Replacement HDM Freezer</td>
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<td>(4) Four Drawer Locking File Cabinet</td>
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<td>(5) 3 Desktop Computers</td>
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<td>(6) 2 Desks</td>
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<td>(7) 5 Driver Cell Phones</td>
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<td>(8) 5 Vehicle Cameras</td>
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<td>(9) 5 iPads</td>
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<td>(10) Conference Room Chairs</td>
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<td>(11) Office Refrigerator</td>
<td>$748</td>
<td>$674</td>
<td>$674</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$164,622</strong></td>
<td><strong>$148,164</strong></td>
<td><strong>$148,164</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

| YMCA of the Pikes Peak Reg | (1) Equipment | $11,367 | $10,230 | $10,830 | - |
| (2) Cyber Security Software | $4,163 | $3,747 | $3,747 | - |
| **Total** | **$15,530** | **$13,977** | **$14,577** | **-** |

**TOTALS** $10,198,978 $1,804,126 $1,818,798 $-

<table>
<thead>
<tr>
<th>Summary</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Full ARPA Contract Amount</td>
<td>$2,345,928</td>
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<tr>
<td>Indirect Rate</td>
<td>22.47%</td>
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<tr>
<td>ARPA Contract Amount Less Indirect</td>
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<td>ARPA Application Request Total</td>
<td>$1,804,126</td>
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<tr>
<td>TRS Proposed</td>
<td>$1,818,798</td>
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<tr>
<td>Awarded</td>
<td>$-</td>
</tr>
<tr>
<td>Balance</td>
<td>$(0)</td>
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</tbody>
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