

INDIANAPOLIS METROPOLITAN PLANNING
ORGANIZATION



TITLE VI

TITLE VI COMPLAINT PROCEDURES

INDIANAPOLIS MPO

2005 TITLE VI COMPLAINT PROCEDURES

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In accordance with Title VI of the Civil Rights Act of 1964, the Indianapolis MPO does not discriminate based on race, color, national origin, sex, religion, or disability.

I OVERVIEW AND MISSION STATEMENT

The Department of Metropolitan Development was designated as the Metropolitan Planning Organization for the Indianapolis Urbanized Area in the early 1970s. Prior to that, regional transportation planning activities began in 1962 for the Regional Study Area¹. Since then the Metropolitan Planning Area has expanded to include all or portions of eight counties: Marion, Hamilton, Hendricks, Shelby, Morgan, Johnson, Hancock and Boone. The Indianapolis Metropolitan Planning Organization (MPO) provides regional transportation planning services for all jurisdictions within the Metropolitan Planning Area².

Title VI of the Civil Rights Act of 1964 and its implementing regulations require all agencies receiving federal funding to develop and implement plans to ensure that no one is discriminated against on the basis of race, color or national origin in the administration of federal programs.

The purpose of Title VI of the Civil Rights Act of 1964 is to prohibit programs that receive federal funds from discriminating against participants or clients on the basis of race, color or national origin. The intent of the law is to insure that all persons, regardless of their race, color or national origin, are allowed to participate in these federally funded programs. To insure the Indianapolis MPO and its subrecipients meet their compliance responsibility, the following procedures have been established to provide for monitoring of Title VI compliance activities and complaint processing in all programs, directly or indirectly responsible to the Indianapolis MPO, all of which receive federal funding in whole or part.

II SCOPE

The Indianapolis MPO reaffirms its policies to afford all individuals the chance to participate in federally financially assisted programs and adopts the following provision:

“No person in the United States shall, on the grounds 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 assistance”

Title VI prohibits the following actions for recipients of federal assistance. Recipients (hereinafter sometimes referred to as Recipient, Recipients, Subrecipients or Subrecipient) of federal assistance (either directly or through contractual means), on the grounds of race, color, or national origin shall not:

1. Deny a person the chance to participate as a member of a planning or advisory body that is an integral part of the program.
2. Provide a service or benefit to an individual that is inferior (either in quantity or quality) to

¹ The Regional Study Area was comprised of Marion County, Carmel and Greenwood

² Map of the MPA is found in Appendix B

that provided to others in the program.

3. Provide an individual with a service or benefit in a manner different from others under the program.
4. Address an individual in a manner that denotes inferiority because of race, color, or national origin.
5. Subject an individual to segregation in any manner related to the receipt of services or benefits under the program.
6. Subject an individual to separate treatment in any manner related to receiving services or benefits under the program.
7. Restrict an individual in any way in the receipt of any advantage or privilege enjoyed by others under the program.
8. Require different standards or conditions as prerequisites for accepting an individual into a program.
9. Deny an individual any service or benefit provided under the program.
10. Use criteria or methods of administration which have the effect of subjecting individuals to discrimination or operate to defeat or substantially impair the accomplishment of the objectives of the program
11. Permit discriminatory activity in a facility built in whole or in part with federal funds
12. Fail to provide service or information in a language other than English when significant numbers of potential or actual beneficiaries are of limited English speaking ability.
13. Fail to advise the population eligible to be served or benefited by the program of the existence of the program.
14. Subject an individual to discriminatory employment practices under any federally funded program whose object is to provide employment.
15. Locate a facility in any way that would limit or impede access to a federally funded service or benefit.

III RESPONSIBLE OFFICIAL

The overall responsibility for complying with the provisions of Title VI resides with the MPO Executive Director. The Executive Director and Assistant Executive Director will serve as Agency Coordinators, who will be responsible for administering the complaint procedure and Title VI complaint processing for recipients and subrecipients of the program.

The Agency Coordinators for the MPO are Anna Gremling and Sean Northup. Executive Director Anna Gremling can be reached at 200 East Washington Street, Suite 1821, Indianapolis, IN 46204, by phone at 317-327-5487 or email address anna.gremling@indy.gov. Assistant Executive Director Sean Northup can be reached at the same mailing address, by phone at 317-327-5149 or via email address sean.northup@indy.gov.

IV STATEMENT OF ASSURANCES

Financial assistance is conditioned on the subrecipients signing the contracts and providing assurances that the program be operated without discrimination. The Assurance is a contractual obligation through which the recipient promises to comply with Title VI regulations and will take immediate and continuing steps to effectuate this compliance. The assurance obligates the recipient for the period during which federal money is extended. In the case of real or personal property, the assurance obligates not only the recipient, but also any subsequent transferee for the period during which possession or ownership is retained, or during which the property is used for a purpose for which the property has been given. The assurance further acknowledges that the federal financial assistance is extended in reliance on the representations and agreements made in the assurance, and that the government has the right to seek its judicial enforcement.

V PROGRAMS/ACTIVITIES SUBJECT TO TITLE VI

The Indianapolis MPO receives funding from the following units of government for planning purposes: Indiana Department of Transportation, US Department of Transportation, Federal Highway Administration and the Federal Transit Administration. All programs funded in whole or in part from these sources are subject to Title VI.

VI COMPLAINT PROCESS

Acceptance of Complaints of Discrimination:

Any person alleging discrimination based on race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. At the discretion of the complainant, the complaint may be filed with the federal department, the state recipient, or the agency providing the service [e.g. Federal Highways Administration (FHWA), Federal Transit Administration (FTA), or Indiana Department of Transportation (INDOT)]. The complaint may be filed through a legal representative. The identity of the complainant is not necessary provided the information is sufficient to determine the identity of the recipient and indicates the possibility of a violation. Should the complaint be submitted to the Indianapolis MPO the following procedures will be followed.

- A. All complaints, written or verbal, made to the MPO shall be accepted. In the event a complainant sets forth the allegations verbally and refuses to reduce such allegations to writing, the person to whom the complaint is made shall reduce the elements of the complaint to writing.
- B. Complaints, whether written or verbal, should contain the following information:
 - a. Name, address and telephone number of the complainant if available
 - b. Name and location of the entity delivering the service
 - c. Nature of the incident that led the complainant to believe discrimination was a factor
 - d. Basis of the complaint, i.e., race, color or national origin
 - e. Names, addresses and phone numbers of people who may have knowledge of the event
 - f. Date or dates on which the alleged discriminatory event or events occurred
 - g. A complaint log shall be kept by the MPO for the record and date of submission of the complaint by the MPO to the proper federal authorities
- C. Complaints:
 - a. Complaints shall be handled within 90 days of their receipt by the MPO, depending on the nature of the complaint and the complexity of the investigation
 - b. A certified letter acknowledging receipt of the complaint shall be sent by the MPO to the complainant and INDOT
 - c. A preliminary inquiry shall be conducted by the MPO on all complaints to substantiate or refute the allegations

- d. If the preliminary inquiry by the MPO indicates that the complaint is valid, then a full complaint investigation shall be initiated. A certified letter shall be sent by the MPO to the complainant and any persons of interest notifying them that an investigation has begun and they should contact the MPO to schedule a date, time and place for their statement to be taken. The complainant, along with any additional persons of interest, shall also be notified at this time that no discussion should take place regarding this complaint, other than with the investigator, without prior approval and knowledge from the investigator.
- e. If the allegations are not substantiated, a certified letter shall be sent by the MPO to the complainant and INDOT that contains a description of the allegations investigated, the scope of the investigation, the facts learned and a closing statement summarizing the basis on which the determination was made.
- f. If the allegations are found to have merit, a certified letter shall be sent by the MPO to the complainant and INDOT that contains the results of the investigation, recommendations and a detailed plan of action as well as a means and time frame for follow-up to the recommendations. The complainant or his/her representative and INDOT will be advised of each step of the process by the MPO.

VII COMPLIANCE/NON-COMPLIANCE

- A. The Indianapolis Metropolitan Planning Organization is required to complete an annual self-assessment of planning efforts to assure that planning and programming are nondiscriminatory by Title VI of the Civil Rights Act of 1964 and by FTA Circular 4702.1 Title VI Program Guidelines for Urban Mass Transportation Administration Recipients.
- B. Each contract for covered services shall contain Title VI assurances (see Attachment A for text).

X PUBLIC NOTIFICATION

The Indianapolis MPO shall:

- A. Take positive and specific action to advise minorities of program availability by using such means of communication as newspaper articles and targeted mailings. The MPO will also distribute information to referral services and relevant minority organizations.
- B. Include in any published program information a statement that the program is available to all without regard to race, color or national origin. This statement shall be in bold type and in prominent location.

APPENDIX A: TITLE VI ASSURANCES INCLUDED IN ALL CONTRACTS

SECTION V. Employment

Attachment C, covering City, State and U.S. Department of Transportation Regulations on Nondiscrimination and attached to this Agreement is to be considered an integral part hereof and is to be complied with by the Consultant on this study.

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Planning Agency shall have the right to annul this Agreement without liability, or in its discretion to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. The Consultant and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to its hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, national origin, ancestry, sex, handicap, age, disabled veteran status or Vietnam era veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.
- C. In connection with the performance of this Agreement, the Consultant will cooperate with the Planning Agency in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best effort to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for sub-contract work under this contract.

SECTION VI. Disadvantaged Business Enterprise Program

A. General

- 1. Notice is hereby given to the Consultant or subcontractor that failure to carry out the requirements set forth in 49 CFR, SEC. 23.43 (a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the Planning Agency deems appropriate.
- 2. The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent agreements between the Consultant and any subcontractor:
 - a. It is the policy of the Indiana Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently the DBE requirements of the 49 CFR, Part 23, apply to this contract.

- b. The Consultant agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, the Consultant shall take all necessary and reasonable steps, in accordance with 49 CFR, Part 23, to ensure that Disadvantaged Businesses Enterprises have the maximum opportunity to compete for, and perform contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.
3. As part of the Consultant's equal opportunity affirmative action program it is required that the Consultant shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize Disadvantaged Business Enterprise subcontractors, vendors or suppliers.
4. Failure to carry out these requirements shall constitute a breach of contract and, after notification by the Planning Agency, may result in termination of the Agreement by the Planning Agency or such remedy as the Planning Agency deems appropriate.

B. Definitions

The following definitions apply to this section:

1. "Disadvantaged Business Enterprise" means a small Business Concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned Business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily Business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small Business Concern" means a small Business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
3. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
4. "Women Business Enterprises" means a small Business concern: (a) which is at least 51 percent owned by one or more women, or, in the case of any publicly owned Business, at least 51 percent of the stock of which is owned by one or more women; and (b) whose management and daily operations are controlled by one or more of the women who own it.
5. Women Business Enterprises (WBE) are included in the INDOT Disadvantaged Business Enterprise Program. However, WBE's are not to be considered and may not be utilized to comply with Disadvantaged Business Enterprise (DBE) requirements unless the woman or women are socially and economically disadvantaged individuals.

C. Subcontracts

1. If the Consultant intends to subcontract a portion of the work, the Consultant is required to take affirmative actions to seek out and consider Disadvantaged Business Enterprises as potential subcontractors prior to any subcontractual commitment.
2. The contacts made with potential Disadvantaged Business Enterprise subcontractors and the results thereof shall be documented and made available to the Planning Agency and the FHWA when requested.
3. In those cases where the Consultant originally did not intend to subcontract a portion of the work and later circumstances dictate subletting a portion of the contract work, the affirmative action contacts covered under paragraph C.1. and C.2. of this Section shall be performed.
4. No subcontracting will be approved until the Consultant demonstrates its compliance with paragraphs C.1 and C.2 of this Section. The Consultant shall demonstrate his compliance by submitting Form MBE-2 with each request to sublet. The Consultant shall also submit documentation with the MBE-2 evidencing contacts and the results thereof made with potential Disadvantaged Business Enterprise subcontractors for the specific work to be subcontracted.

D. Affirmative Action

The Consultant agrees to establish and conduct a program that will enable Disadvantaged and Women Business Enterprises to be considered fairly as subcontractors and suppliers under this contract. In this connection the Consultant shall:

1. Designate a liaison officer who will administer the Consultant's Disadvantaged Business Enterprise program.
2. Ensure that unknown Disadvantaged and Women Business Enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of disadvantaged and Women Business Enterprises.
3. Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of Disadvantaged and Women Business Enterprises, (2) awards top Disadvantaged and Women Business Enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged and Women Business Enterprises.
4. Cooperate with the Planning Agency in any studies and surveys of the Consultant's Disadvantaged Business Enterprise procedures and practices that the Planning Agency may from time to time conduct.
5. Submit periodic reports of subcontracting to known Disadvantaged and Women Business Enterprise with respect to the records referred to in Subparagraph (3) above, in such form and manner and at such items as the Planning Agency may prescribe.

E. Leases and Rentals

The Consultant shall notify the INDOT when purchases or rental of equipment (other than leases of hauling) are made with Disadvantaged or Women Business Enterprises. The information submitted shall include the name of Business, the dollar amount of the transaction, and the type of purchase made or type of equipment rented.

F. Unless Otherwise specified in this Agreement, the DBE program developed by the Planning Agency and approved by the Federal Highway Administration applies to this project.

NON-DISCRIMINATION

A. Pursuant to I.C. 22-9-1-10 the CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

B. The CONSULTANT, and any agent of the CONSULTANT, in the performance of the work under this contract, shall comply with 42 U.S.C. 2000e, provided the CONSULTANT has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year. 42 U.S.C. 2000e states in part that it shall be unlawful for the CONSULTANT to:

1. fail to refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, ancestry, age, handicap, disabled veteran status, or Vietnam veteran status; or

2. to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, ancestry, age, handicap, disabled veteran status or Vietnam veteran status.

The CONSULTANT shall comply with 42 U.S.C. 2000e, the terms of which are incorporated herein and made a part of this contract. Breach of this covenant may be regarded as a material breach of contract.

C. The CONSULTANT agrees to comply with the Regulations of the Department of Transportation relative to non-discrimination in federally assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, effectuates 42 U.S.C. 2000e above, and is herein incorporated by reference and made a part of this contract. Pursuant to 49 CFR, Part 21, the CONSULTANT agrees as follows:

1. Nondiscrimination: The CONSULTANT, with regard to the work 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 or retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT 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 “A” of the Regulations.

2. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the Consultant’s obligations under this contract and the Regulations relative to non-discrimination.

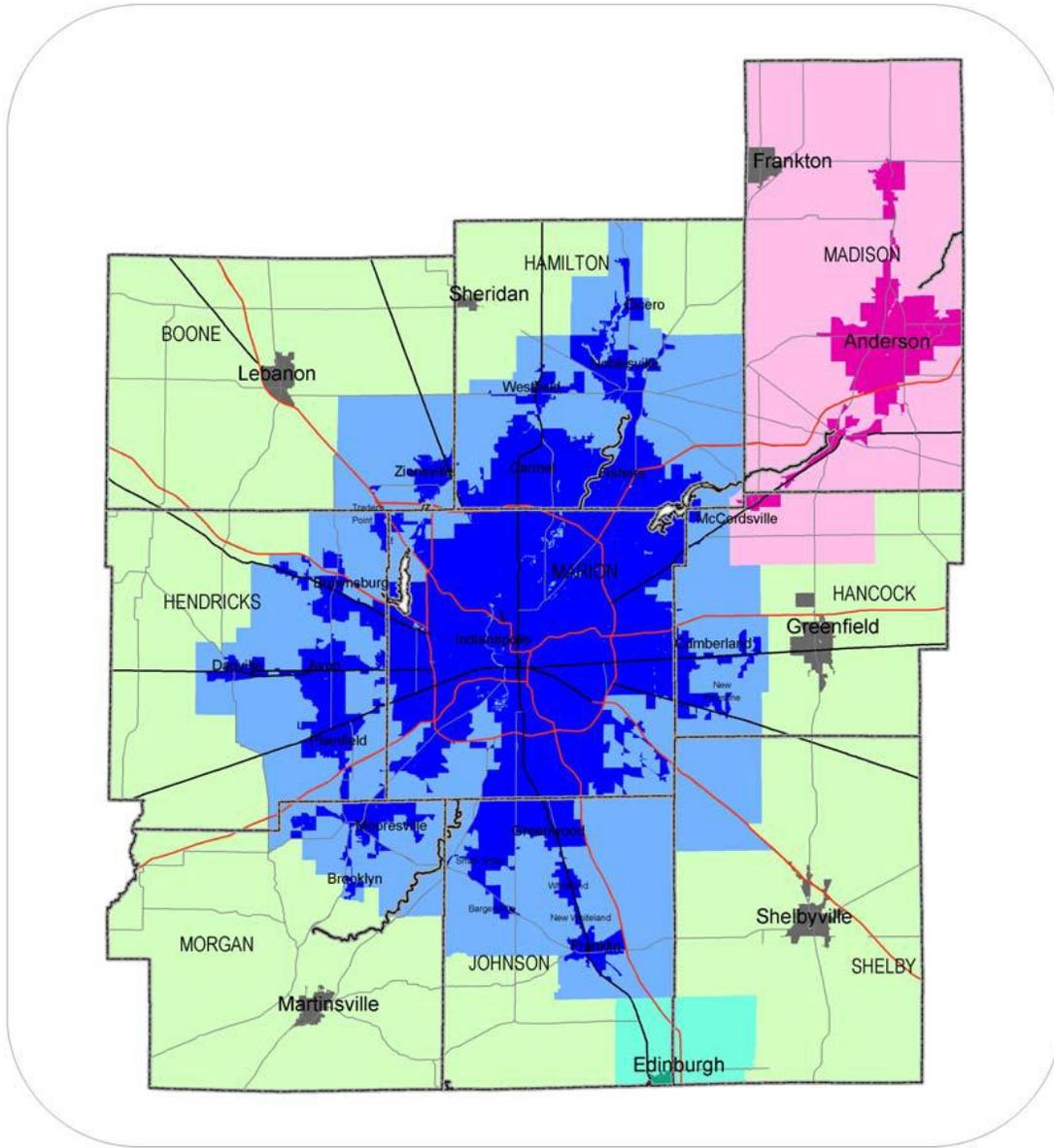
3. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall set forth what efforts it has made to obtain the information.

4. Sanctions for noncompliance: In the event of the Consultant’s noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, suspension or termination or refusal to grant or to continue Federal financial assistance or by any other means authorized by law.

5. Incorporation of Provisions: The CONSULTANT will include the provision of paragraphs (1) through (%) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the STATE or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

6. Successors and Assignees: The CONSULTANT binds its successors, executors, administrators and assignees to all covenants of this contract. Except as above set forth, the CONSULTANT shall not assign, sublet or transfer its interest in this contract without the prior written consent of the STATE.

APPENDIX B: METROPOLITAN PLANNING AREA



Metropolitan Planning Area 2004

- 2000 Indianapolis Urbanized Area
- 2000 Anderson Urbanized Area
- 2000 Columbus Urbanized Area
- 2000 Other Urban Clusters
- Indianapolis Metropolitan Planning Area
- Anderson Metropolitan Planning Area
- Columbus Metropolitan Planning Area

0 4 8 16 Miles



**Metropolitan Development Commission
Of Marion County, Indiana
Resolution No. 05-T-023**

A Resolution adopting a Title VI Complaint Procedure for use in the event of a Title VI complaint being filed regarding the Indianapolis MPO's planning process.

WHEREAS, the Congress of the United States has enacted certain legislation known generally as the Title VI Act of 1964 and the Civil Rights Restoration Act of 1987 ("Title VI Legislation"); and

WHEREAS, the Title VI Legislation and related federal regulations direct federal agencies to ensure no person is excluded from participation in, denied the benefit of, or subjected to discrimination on the basis of race, color, national origin, age, sex, disability or religion under any program or activity receiving federal financial assistance; and

WHEREAS, federal regulations clarify the intent of Title VI to include all programs and activities of federal-aid recipients, subrecipients and contractors whether those programs and activities are federally funded or not; and

WHEREAS, the Indianapolis MPO is required by the Federal Highway Administration to establish procedures to be followed in the event of a Title VI complaint. The complaint procedures are to be approved by the Indianapolis Regional Transportation Council and the Metropolitan Development Commission;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Department of Metropolitan Development adopts the Title VI Complaint Procedures developed by the Indianapolis MPO, attached hereto as Attachment A.
2. The Title VI Complaint Procedures will be followed by the Indianapolis MPO in the event of a Title VI complaint being filed with the Indianapolis MPO in accordance with Federal legislation and guidance.



Sylvia Trotter, President
Metropolitan Development Commission

DATE: 12-7-09

APPROVED AS TO LEGAL FORM
AND ADEQUACY THIS 18 DAY OF November, 2005



Stephen Neff, Assistant Corporation Counsel