

Metropolitan Planning Organization

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# FRONTIER MPO TITLE VI & LEP PLAN

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## RESOLUTION 18-1

### RESOLUTION OF THE FRONTIER METROPOLITAN PLANNING ORGANIZATION TO ADOPT THE TITLE VI AND LEP PLAN

**WHEREAS,** The Frontier MPO is the officially designated metropolitan planning organization (MPO) for the Fort Smith metropolitan area in Arkansas and Oklahoma; and,

**WHEREAS,** federal civil rights and transportation legislation require that FMPO develop and implement a Title VI Program; and,

**WHEREAS,** federal civil rights and transportation legislation also require that FMPO develop and implement a Plan for assisting persons with limited English proficiency ("LEP Plan"); and,

**WHEREAS,** FMPO remains committed to assuring that no person shall, on the grounds of race, color, national origin, sex, age, religion, disability or income status, as provided by Title VI of the Civil Rights Act of 1964, and subsequent nondiscrimination laws, Executive Order and related authorities, be denied benefits of or be otherwise subjected to discrimination under any program or activity;

**WHEREAS,** The Title VI program includes updated Title VI documents that include the Limited English Proficiency Program;

**NOW, THEREFORE, BE IT RESOLVED,** that the Frontier Metropolitan Planning Organization Policy Board hereby approves and adopts the FMPO Title VI and LEP Plan.

**Adopted: November 6, 2017**

A handwritten signature in blue ink, appearing to read "Doug Kinslow", written over a horizontal line.

Mayor Doug Kinslow, City of Greenwood  
Chairman, Frontier MPO

Attest:

A handwritten signature in blue ink, appearing to read "Sasha Grist", written over a horizontal line.

Sasha Grist  
FMPO Executive Director



## Non-Discrimination Policy Statement

### **Arkansas Department of Transportation (ARDOT)**

The Frontier Metropolitan Planning Organization complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Frontier MPO does not discriminate on the basis of race, sex, color, or national origin, religion or disability, in the admission, access to and treatment in Frontier programs and activities, as well as the Frontier hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Frontier MPO's nondiscrimination policies may be directed to Lyndsee Lyons, ADA Coordinator, 1109 S. 16th Street, AR 72901, (479) 785-2651 (Voice/TTY 711) or email llyons@wapdd.org.

### **Oklahoma Department of Transportation (ODOT)**

It is the policy of the Frontier Metropolitan Planning Organization (FMPO) under Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; Section 324 of the Federal-aid Highway Act of 1973; Civil Rights Restoration Act of 1987; and other related authorities and regulations, that no person in the United States shall, on the basis of race, color, national origin, sex, age, handicap/disability or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the FMPO or its sub-recipients. In the event that the FMPO distributes federal aid funds to another entity, the FMPO will include Title VI language in all written agreements and will monitor for compliance.

The ADA Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21.

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Lyndsee Lyons, ADA Coordinator

Frontier Metropolitan Planning Organization

November 6, 2017

Date

# Introduction

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The Frontier Metropolitan Planning Organization (FMPO) serves as the regional transportation planning organization for the Fort Smith urbanized area. The planning area is defined as the area projected to become urbanized within the next 20 years in western Arkansas and eastern Oklahoma. Within its planning area spans two states, four counties, eleven jurisdictions, and officials from the Fort Smith Regional Airport, Fort Smith Transit, and the Western Arkansas Intermodal Authority. The two governing bodies of the FMPO are the Policy Board and the Technical Committee. The Technical Committee is comprised of the planning professionals of the Arkansas Department of Transportation (ArDOT), the Oklahoma Department of Transportation (ODOT), Crawford, Sebastian, Leflore and Sequoyah Counties, and the jurisdictions of Alma, Barling, Bonanza, Central City, Chaffee Crossing, Greenwood, Kibler, Lavaca, and Van Buren, Arkansas as well as Arkoma and Pocola, Oklahoma. The Policy Board is comprised of the elected officials of the above-mentioned organizations. The Chair, Vice-Chair, and Secretary of the Policy Board are elected on a yearly basis by fellow members of the Board. The purpose of the FMPO is to provide local citizens and elected officials the opportunity to be involved in the transportation planning process.

States and Federal governments recognize the MPO as the official forum for regional transportation planning undertaken in a cooperative, continuing, and comprehensive manner in order to maximize the benefits and expenditure of federal and state monies in transportation planning and programming. FMPO is funded by the United States Department of Transportation (USDOT) through the Arkansas and Oklahoma Departments of Transportation. FMPO produces planning documents for transportation projects, such as the 2040: The New Frontier Metropolitan Transportation Plan, a long-range plan (20-year plan horizon), the Transportation Improvement Program (4-year Capital Improvement Program), and the Annual Listing of Obligated Projects. All planning documents are made publicly available via the website, [www.frontiermpo.org](http://www.frontiermpo.org). Requests for paper copies of any planning document can be made via phone at (479) 785-2651 or by emailing [llyons@wapdd.org](mailto:llyons@wapdd.org). The FMPO takes great measures to allow for public involvement, and will continue to reach out to all segments of the community. Media releases for upcoming meetings are released to radio, television, and newspaper outlets, broadcast on social media outlet Facebook, and are published on the FMPO's website ([www.frontiermpo.org](http://www.frontiermpo.org)). Information regarding public meetings, as well as planning documents, can be printed in Spanish upon request with a 48-hour notice.

The Western Arkansas Planning and Development District (WAPDD) has served as the designated fiscal and administrative agent for the FMPO for over 30 years. WAPDD's Executive Director also serves as the Executive Director for the FMPO. FMPO Staff includes a Director, and a Transportation Planner/ ADA Coordinator. Each staff member receives yearly training in Title VI regulations.

# Organization, Staffing, and Structure

According to Federal Law, FMPO has specific obligations to the communities it serves. FMPO is responsible for analyzing regional data to identify minority and low-income population concentrations, as well as individuals with limited English proficiency. Where necessary, FMPO can provide member jurisdictions with regional data to assist in identifying those concentrations. Members of low-income and minority communities, including Indian tribal governments, are provided with full opportunities to engage in the regional transportation planning process. This includes acting to eliminate language, or mobility obstacles to allow them to fully participate in the planning process. Part of the planning process involves evaluating the regional transportation system to ensure that services are accessible to all persons.

FMPO is a recipient of federal funding assistance. As a recipient, FMPO is required to comply with Title VI of the Civil Rights Act of 1964, and its related statutes, requires that no person in the United States shall, on the grounds of race, color, national origin, age, sex, disability, religion or income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of federal aid recipients, subrecipients, or contractors (49 CFR Part 21 and 23 CFR Part 200). Two Executive Orders and related statutes define populations that are protected under Title VI. Executive Order 12898 is concerned with environmental justice for minority and low-income populations. Executive Order 13166 regards providing equal access to services and benefits for individuals with limited English proficiency (LEP).

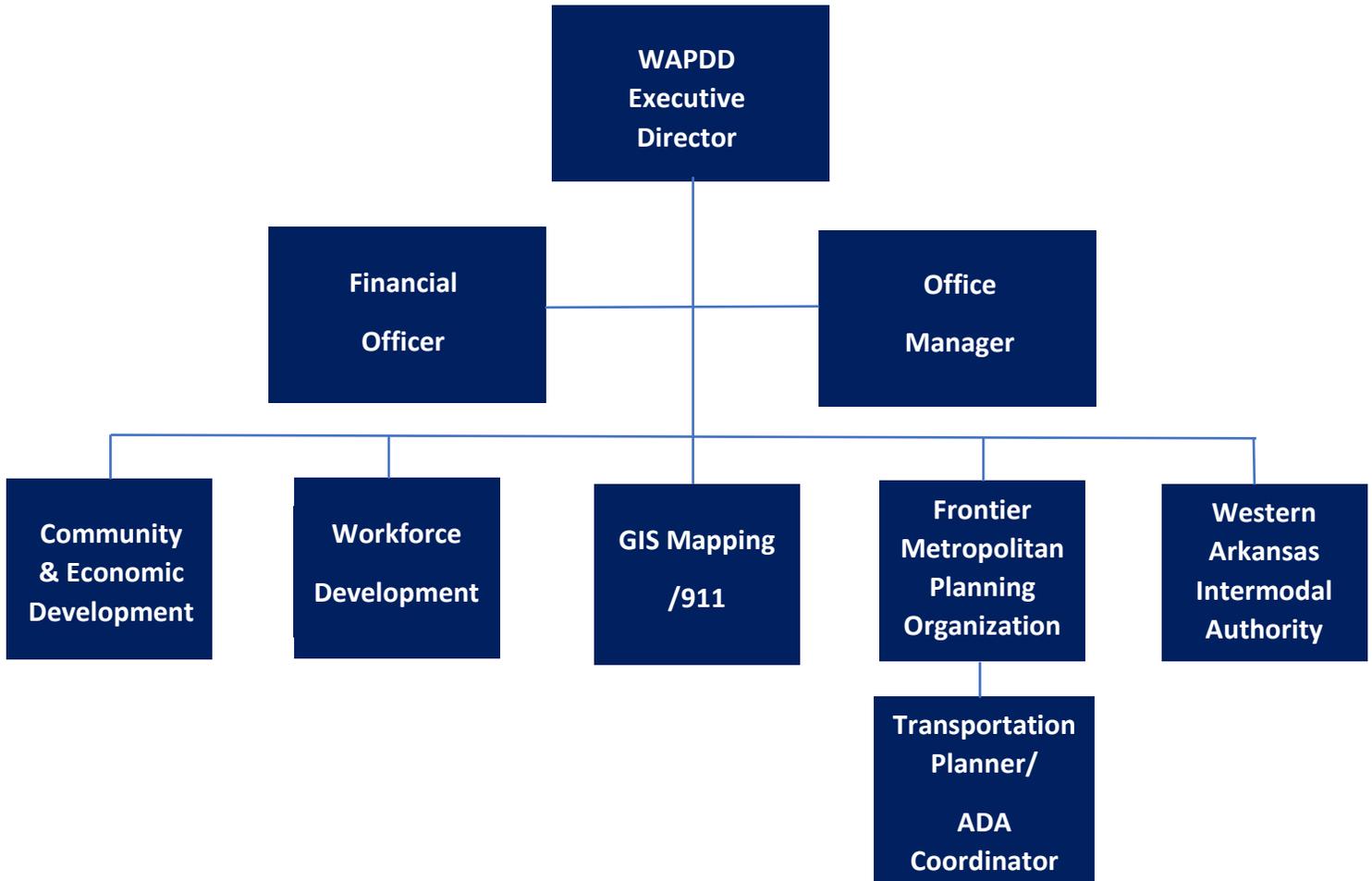
The ADA Coordinator reports to the Director of FMPO. This position is responsible for ensuring that FMPO complies with Title VI regulations including, but not limited to, the following:

- Submitting and publishing a Title VI Plan every three years and Annual Reports on the FMPO's behalf;
- Developing procedures for the prompt processing and disposition of complaints;
- Investigating complaints, compiling a complaint log, and reporting to ARDOT and ODOT;
- Acquire training in Title VI programs and regulations;
- Assist FMPO staff in achieving public involvement goals and objectives.

**“No person 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.”**

**Civil Rights Act of 1964**

Below is the organizational structure for WAPDD/FMPO:



## Notice of Non-Discrimination Policy

This Notice of Non-Discrimination Policy is available on all planning documents, the FMPO website, and displayed at the FMPO office location.

### **Notice of Nondiscrimination**

The Frontier Metropolitan Planning Organization complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Frontier MPO does not discriminate on the basis of race, sex, color, or national origin, religion or disability, in the admission, access to and treatment in Frontier programs and activities, as well as the Frontier hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Frontier MPO's nondiscrimination policies may be directed to Lyndsee Lyons, ADA Coordinator, 1109 S. 16th Street, AR 72901, (479) 785-2651 (Voice/TTY 711) or email llyons@wapdd.org.

# Filing a Title VI Discrimination Complaint

FMPO has developed a process for investigating and resolving complaints alleging Title VI discrimination. The ADA Coordinator is responsible for overseeing investigations and responses to complaints of discrimination.

## **Complaint Process:**

A complaint form may be obtained from the FMPO website, the WAPDD/FMPO office, or in the appendix of this document. FMPO will not respond to documents without the complainant's name and mailing address. The complainant may include additional information or material as an attachment with the submission. Once the FMPO receives the completed and signed complaint form, the ADA Coordinator will log the complaint in the Complaint Log and determine the basis of the complaint. The Coordinator may require follow-up discussions regarding the complaint.

Within ten (10) business days, the ADA Coordinator will acknowledge receipt of the complaint form, inform the complainant of action taken or proposed action to be taken to process the allegation(s). A notification letter will be mailed acknowledging the complaint, and explaining the steps taken to investigate and resolve the complaint. A record of all Title VI Complaints will be maintained by FMPO for a minimum of five years.

The Title VI Coordinator will notify ArDOT and ODOT respectively within ten (10) calendar days of receipt of the allegations. The following information will be included in every notification:

1. Name, address, phone number of the complainant
2. Email address if available
3. Basis of the complaint (i.e., race, color, national origin, sex, age, disability)
4. Date of the alleged discriminatory act(s)
5. Date of complaint received by FMPO
6. A statement of the complaint
7. Other agencies (state, local or Federal) where the complaint has been filed
8. An explanation of the actions the recipient has taken or proposed to resolve the issue(s) raised in the complaint.

Submission of complaint to ARDOT:

EEO/DBE Section Head  
Civil Rights Division  
Arkansas Department of Transportation  
P.O. Box 2261  
Little Rock, AR 72203  
Phone: (501) 569-2298  
Fax: (501) 569-2664

Submission of complaint to ODOT:

Title VI Coordinator  
Civil Rights Division  
Oklahoma Department of Transportation  
200 NE 21<sup>st</sup> Street, Room 1-C1  
Oklahoma City, OK 73105  
Phone: (405) 521-3379  
Fax: (405) 522-2136

If the complaint cannot be resolved by the Department to the satisfaction of all parties concerned, the unsatisfied party is advised of his/her right to appeal pursuant to Title 49, Code of Federal Regulations, Part 21. The appeal must be filed, in writing, no later than 180 calendar days after the date of the alleged discrimination to:

US Department of Transportation  
400 Seventh Street Southwest  
Washington, DC 20590

# Title VI Data Collection

At every public meeting, a Title VI Data Collection form is made available. This voluntary form asks questions regarding the gender, income, age group, spoken languages, race, ability to speak English, ethnicity, primary mode of transportation, and how the guest heard about the FMPO. All information provided is optional and anonymous. The form requests the guest to not use any identifying information.

**Title VI Data Collection**  
Wayfinding Meeting 07 27 2017  
Please circle one of the following:

**Gender:** Male Female  
**Age Group:** < 20 20 - 64 65 +  
**Income:** < \$25,000 \$25,000 >  
**Language(s) Spoken:** English Spanish English & Spanish Other  
**Race:** White Asian African American American Indian/Alaskan Native  
**Ability to Speak English:** Advanced Intermediate Beginner  
**Ethnicity:** Hispanic or Latino Not Hispanic or Latino  
**Primary Mode of Transportation:** Driving Carpooling Public Transit Bicycling  
Walking Other  
**How did you hear about FMPO?** Newspaper Poster/Flyer Radio Television  
Social Media Website Other  
(Please Specify Below)

The purpose of this form is to collect data to enable FMPO to meet federal civil rights requirements. Please do not provide your name or any other identifying information. All information provided is optional and anonymous.

Thank you for your participation

**Frontier**  
Metropolitan Planning Organization

Data received from each meeting is compiled and reported to ARDOT and ODOT on a yearly basis.

# Limited English Proficiency Plan

Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English are considered “Limited English Proficiency” (LEP). LEP populations are entitled to language assistance under the provisions of Executive Order 13166. This order clarified Title VI of the Civil Rights Act of 1964, by ensuring accessibility to programs and services to eligible persons who are not proficient in the reading, writing, speaking, or ability to understand the English language.

FMPO has conducted a “Four-Factor Analysis” to address the requirements under Title VI of the Civil Rights Act of 1964, in order to better serve LEP persons of the River Valley region.

## Factor 1: Number and proportion of LEP persons engaged in FMPO population

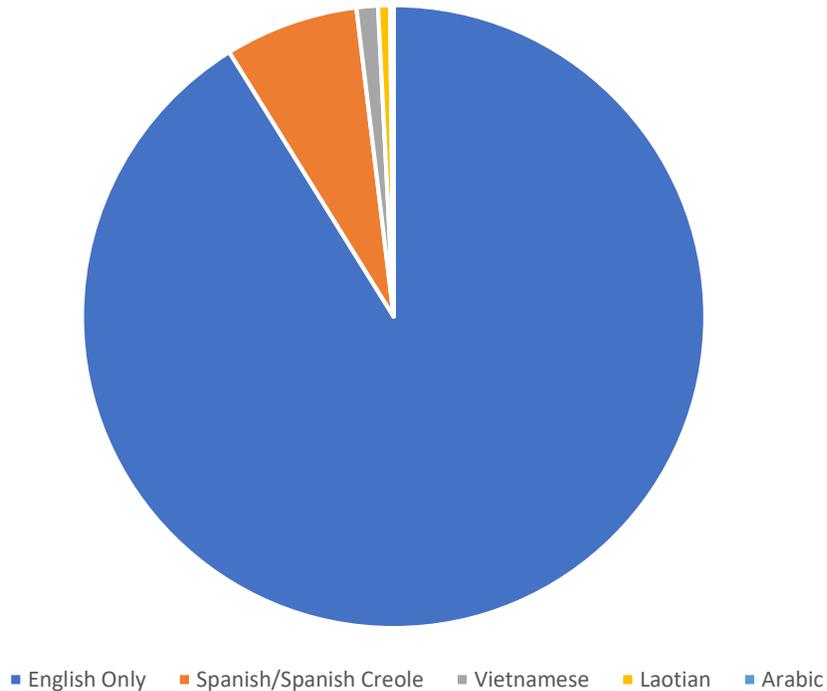
The FMPO Planning Area Boundary encompasses Crawford and Sebastian Counties in Arkansas and LeFlore and Sequoyah Counties in Oklahoma. Below are tables identifying the 5 major languages spoken in the four counties combined.

**American Community Survey – Languages Spoken at Home  
for the FMPO Planning Area Boundary  
Table 1**

<b>English Only:</b>	<b>57,948</b>
<b>Spanish/Spanish Creole:</b>	<b>17,951</b>
Speak English “very well”:	9,672
Speak English less than “very well”:	8,279
<b>Vietnamese:</b>	<b>2,874</b>
Speak English “very well”:	919
Speak English less than “very well”:	1,955
<b>Laotian:</b>	<b>1,598</b>
Speak English “very well”:	751
Speak English less than “very well”:	845
<b>Arabic:</b>	<b>476</b>
Speak English “very well”:	353
Speak English less than “very well”:	123

*Source:* Table 1 & 2, Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over, 2011 – 2015 American Community Survey 5-Year Estimates. Available at [https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS\\_09\\_5YR\\_B16001&prodType=table](https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_09_5YR_B16001&prodType=table)

**Languages Spoken at Home**  
**Crawford, Sebastian, LeFlore, and Sequoyah Counties**  
**FMPO Planning Area Boundary**  
**Table 2**



As Tables 1 and 2 show above, the largest majority of language spoken is English, and the remainder of the majority languages are disbursed among smaller groups. The second-largest language spoken at home is Spanish/Spanish Creole, followed by Vietnamese, Laotian, and Arabic.

**Factor 2: Frequency with which LEP Individuals Connect with FMPO Program**

FMPO conducts regional transportation planning and provides technical assistance to its member jurisdictions. These plans may affect LEP individuals within the planning area. In order to best serve these individuals, FMPO has established partnerships with the University of Arkansas at Fort Smith, the Adult Education Center, and Fort Smith Transit, all of which provide services for persons speaking limited English. FMPO has had limited contact with the LEP population. Since 2015, there has been no contact at public meetings, through Board or Committee members, phone contact, or by personal visit. However, at each meeting, a public notice translated into Spanish is made available with a 48-hour notice. FMPO maintains a database of people who wish to be kept informed of issues that affect their neighborhoods. This database has been gathered through targeted public engagement meetings.

**Factor 3: Importance of FMPO to LEP Community**

FMPO will continue to reach out to the LEP Community by providing information on how to request translation services. FMPO will make relationships with LEP community providers in the planning area to assist with determining additional barriers and identify what services are most critical to LEP populations. Public meetings are, whenever feasible, held at sites convenient to potentially affected citizens and/or on a public transportation route.

**Factor 4: Resources Available for LEP Community Outreach**

Making projects available to all residents of the River Valley is of the utmost importance to FMPO. Long-range planning includes public engagement through public meetings. The FMPO website also has an LEP component. Due to budget constraints, an incremental approach has been taken when providing written translation of key planning documents. Upon request, plans can be made available in other languages. The FMPO utilizes visualization techniques to aid in the understanding of transportation-related documents. These techniques are available at public meetings and on the FMPO webpage.



## Title VI Complaint Form

Please complete this form to the best of your ability. If you need translation or other assistance, contact Lyndsee Lyons, Coordinator at (479) 785-2651 or llyons@wapdd.org.

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

Email: \_\_\_\_\_

**Basis of Complaint (circle all that apply):**

Race	Color
National Origin	Sex/Gender
Age	Disability
Retaliation	Other:

**Who discriminated against you?**

Name \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_



How would you like to see this situation resolved?

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Have you filed your complaint, grievance, or lawsuit with any other agency or court?

Who \_\_\_\_\_ When \_\_\_\_\_

Status (pending, resolved, etc.) \_\_\_\_\_ Result, if known \_\_\_\_\_

Complaint number, if known \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Notice of Nondiscrimination**

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TO BE COMPLETED BY COORDINATOR:

Date Received \_\_\_\_\_

Date Responded to Complainant \_\_\_\_\_

Date Sent to ODOT \_\_\_\_\_

Date Sent to ARDOT \_\_\_\_\_

Follow up comments and supporting materials:

# Assurances

## The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

### DOT Order No. 1050.2A

The **Frontier Metropolitan Planning Organization** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the **Federal Transit Administration** is subject to and will comply with the following:

### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"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 otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Federal Transit Administration."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted the FTA Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FTA Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Frontier Metropolitan Planning Organization, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient 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 Recipient, 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 Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Frontier Metropolitan Planning Organization also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Frontier Metropolitan Planning Organization access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Frontier Metropolitan Planning Organization. You must keep records, reports, and submit the material for review upon request to the Frontier Metropolitan Planning Organization, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Frontier Metropolitan Planning Organization gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FTA Program. This ASSURANCE is binding on Arkansas and Oklahoma, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FTA Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

\_\_\_\_\_  
Sasha Grist, Executive Director  
(Name of Recipient)

by \_\_\_\_\_  
(Signature of Authorized Official)

DATED \_\_\_\_\_ November 6, 2017 \_\_\_\_\_

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Transit Administration as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Frontier Metropolitan Planning Organization will accept title to the lands and maintain the project constructed thereon in accordance with Title 49, United States Code, the Regulations for the Administration of the FTA Program and the policies and procedures prescribed by the Federal Transit Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Frontier Metropolitan Planning Organization all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the Frontier Metropolitan Planning Organization and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Frontier Metropolitan Planning Organization its successors and assigns.

The Frontier Metropolitan Planning Organization, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Frontier Metropolitan Planning Organization will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Frontier Metropolitan Planning Organization pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Frontier Metropolitan Planning Organization will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Frontier Metropolitan Planning Organization will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Frontier Metropolitan Planning Organization and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Frontier Metropolitan Planning Organization pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Frontier Metropolitan Planning Organization will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Frontier Metropolitan Planning Organization will there upon revert to and vest in and become the absolute property of the Frontier Metropolitan Planning Organization and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



**Technical Committee:**

**Arkansas:**

Paul Simms, ARDOT Planning	Jason Hughey, ARDOT Engineering
Chris Keith, Crawford County	James McNabb, Sebastian County
Mark Yardley, Alma	Mike Tanner, Barling
Mayor Elmer Nelson, Bonanza	Mayor Chuck Wallace, Central City
Ivy Owen, Chaffee Crossing	Brian Waldrip, Fort Smith
Michael Griffin, Fort Smith Regional Airport	Lori Carr, Fort Smith Transit
Sonny Bell, Greenwood	Mayor Gary O'Kelley, Kibler
Mayor Hugh Hardgrave, Lavaca	Joe Hurst, Van Buren
Mat Pitsch, Western Arkansas Intermodal Authority	

**Oklahoma:**

Braden Cole, ODOT	Derwin Gist, LeFlore County
Ray Watts, Sequoyah County	Floyd Lawrence, Arkoma
John Limbocker, Pocola	

**Policy Board:**

**Arkansas:**

Paul Simms, ARDOT Planning	Chad Adams, ARDOT Engineering
Judge Dennis Gilstrap, Crawford County	Judge David Hudson, Sebastian County
Mayor Keith Green, Vice Chair, Alma	Mike Tanner, Barling
Mayor Elmer Nelson, Bonanza	Mayor Chuck Wallace, Central City
Ivy Owen, Chaffee Crossing	Mayor Sandy Sanders, Fort Smith
Michael Griffin, Fort Smith Regional Airport	Ken Savage, Secretary, Fort Smith Transit
Mayor Doug Kinslow, Chairman, Greenwood	Mayor Gary O'Kelley, Kibler
Mayor Hugh Hardgrave, Lavaca	Mayor Bob Freeman, Van Buren
Mat Pitsch, Western Arkansas Intermodal Authority	

**Oklahoma:**

Michael Swift, ODOT	Derwin Gist, LeFlore County
Ray Watts, Sequoyah County	Mayor Floyd Lawrence, Arkoma
Mayor Roy Gordon, Pocola	



B16001

## LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER

Universe: Population 5 years and over

2011-2015 American Community Survey 5-Year Estimates

**Note:** This is a modified view of the original table.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

**Tell us what you think.** Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

	Crawford County, Arkansas	Sebastian County, Arkansas	Le Flore County, Oklahoma	Sequoyah County, Oklahoma
	Estimate	Estimate	Estimate	Estimate
Total:	57,948	118,529	46,844	39,123
Speak only English	53,947	100,302	43,997	37,720
Spanish or Spanish Creole:	3,132	12,052	2,213	554
Speak English "very well"	1,464	6,665	1,199	344
Speak English less than "very well"	1,668	5,387	1,014	210
French (incl. Patois, Cajun):	2	145	0	6
Speak English "very well"	2	138	0	6
Speak English less than "very well"	0	7	0	0
French Creole:	0	10	0	0
Speak English "very well"	0	10	0	0
Speak English less than "very well"	0	0	0	0
Italian:	17	25	5	0
Speak English "very well"	0	20	5	0
Speak English less than "very well"	17	5	0	0
Portuguese or Portuguese Creole:	0	199	0	0
Speak English "very well"	0	158	0	0
Speak English less than "very well"	0	41	0	0
German:	84	246	78	39
Speak English "very well"	49	215	65	39
Speak English less than "very well"	35	31	13	0
Yiddish:	0	0	0	0
Speak English "very well"	0	0	0	0
Speak English less than "very well"	0	0	0	0
Other West Germanic languages:	11	51	0	12
Speak English "very well"	11	51	0	12
Speak English less than "very well"	0	0	0	0
Scandinavian languages:	0	0	0	0
Speak English "very well"	0	0	0	0
Speak English less than "very well"	0	0	0	0
Greek:	0	0	0	0

	Crawford County, Arkansas	Sebastian County, Arkansas	Le Flore County, Oklahoma	Sequoyah County, Oklahoma
	Estimate	Estimate	Estimate	Estimate
Speak English "very well"	0	0	0	0
Speak English less than "very well"	0	0	0	0
Russian:	13	34	0	3
Speak English "very well"	0	34	0	0
Speak English less than "very well"	13	0	0	3
Polish:	0	0	0	12
Speak English "very well"	0	0	0	12
Speak English less than "very well"	0	0	0	0
Serbo-Croatian:	0	0	0	0
Speak English "very well"	0	0	0	0
Speak English less than "very well"	0	0	0	0
Other Slavic languages:	0	34	0	0
Speak English "very well"	0	17	0	0
Speak English less than "very well"	0	17	0	0
Armenian:	0	0	0	0
Speak English "very well"	0	0	0	0
Speak English less than "very well"	0	0	0	0
Persian:	3	44	0	20
Speak English "very well"	3	44	0	10
Speak English less than "very well"	0	0	0	10
Gujarati:	0	0	0	0
Speak English "very well"	0	0	0	0
Speak English less than "very well"	0	0	0	0
Hindi:	0	0	7	14
Speak English "very well"	0	0	7	14
Speak English less than "very well"	0	0	0	0
Urdu:	8	161	0	0
Speak English "very well"	8	125	0	0
Speak English less than "very well"	0	36	0	0
Other Indic languages:	14	56	0	0
Speak English "very well"	14	25	0	0
Speak English less than "very well"	0	31	0	0
Other Indo-European languages:	18	0	0	0
Speak English "very well"	0	0	0	0
Speak English less than "very well"	18	0	0	0
Chinese:	0	180	11	8
Speak English "very well"	0	16	0	8
Speak English less than "very well"	0	164	11	0
Japanese:	0	78	23	6
Speak English "very well"	0	18	4	6
Speak English less than "very well"	0	60	19	0
Korean:	4	35	13	0
Speak English "very well"	0	35	13	0
Speak English less than "very well"	4	0	0	0
Mon-Khmer, Cambodian:	0	13	0	22
Speak English "very well"	0	13	0	0
Speak English less than "very well"	0	0	0	22
Hmong:	33	0	47	88
Speak English "very well"	33	0	23	54
Speak English less than "very well"	0	0	24	34
Thai:	44	129	0	2
Speak English "very well"	31	16	0	2
Speak English less than "very well"	13	113	0	0
Laotian:	264	1,261	60	11
Speak English "very well"	117	603	26	5
Speak English less than "very well"	147	658	34	6
Vietnamese:	210	2,621	24	19
Speak English "very well"	45	857	0	17

	Crawford County, Arkansas	Sebastian County, Arkansas	Le Flore County, Oklahoma	Sequoyah County, Oklahoma
	Estimate	Estimate	Estimate	Estimate
Speak English less than "very well"	165	1,764	24	2
Other Asian languages:	0	168	8	35
Speak English "very well"	0	123	8	35
Speak English less than "very well"	0	45	0	0
Tagalog:	95	64	9	3
Speak English "very well"	74	54	0	0
Speak English less than "very well"	21	10	9	3
Other Pacific Island languages:	0	68	32	0
Speak English "very well"	0	6	9	0
Speak English less than "very well"	0	62	23	0
Navajo:	0	0	0	3
Speak English "very well"	0	0	0	3
Speak English less than "very well"	0	0	0	0
Other Native North American languages:	0	55	220	546
Speak English "very well"	0	24	169	504
Speak English less than "very well"	0	31	51	42
Hungarian:	24	0	0	0
Speak English "very well"	24	0	0	0
Speak English less than "very well"	0	0	0	0
Arabic:	0	476	0	0
Speak English "very well"	0	353	0	0
Speak English less than "very well"	0	123	0	0
Hebrew:	0	0	0	0
Speak English "very well"	0	0	0	0
Speak English less than "very well"	0	0	0	0
African languages:	25	15	97	0
Speak English "very well"	25	15	97	0
Speak English less than "very well"	0	0	0	0
Other and unspecified languages:	0	7	0	0
Speak English "very well"	0	7	0	0
Speak English less than "very well"	0	0	0	0

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using multi-year data containing data from 2013. For more information, see: Language User Note.

While the 2011-2015 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

#### Explanation of Symbols:

1. An "\*\*\*" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.