

**TITLE VI  
NONDISCRIMINATION AGREEMENT  
Nebraska State Department of Roads  
and  
County of Wayne, Nebraska  
July 2014**

**Policy Statement**

The County of Wayne, hereinafter referred to as the "COUNTY," assures that no person shall on the grounds of race, color, national origin, age, disability/handicap or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. The COUNTY further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

***DISCRIMINATION:** an act (or action) or inaction whether intentional or unintentional, through which a person in the United States, based on race, color, sex, age, national origin, or disability has been subjected to unequal treatment under any program or activity receiving Federal financial assistance.*

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988.)

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the COUNTY hereby gives assurance that no qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this Federal financial assistance.

In the event the COUNTY distributes federal aid funds to a sub-recipient, the COUNTY will include Title VI language in all written agreements and will monitor for compliance.

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

**Melissa Rabbass**

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Name of Responsible Agency Official (Please Print)

**Wayne County ADA & Title VI Coordinator**

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Title

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Date

## **Title VI Program**

### **Organization and Staffing**

Pursuant to 23 CFR 200, Wayne County has appointed a Title VI Coordinator who is responsible for Attachment 1, which describes the hierarchy for Wayne County's Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

### **Standard DOT Assurances**

#### **49 CFR Part 21.7**

The County of Wayne ("COUNTY") hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, age, disability/handicap and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the COUNTY regardless of whether those programs and activities are Federally funded or not. Activities and programs which the COUNTY hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
  - a) Elections
  - b) Court
  - c) Road and Bridge Projects
  - d) Driver License Exams
2. That the COUNTY 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 regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
3. That the COUNTY shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid programs and, in adapted form in all proposals for negotiated agreements:
  - a) The County of Wayne, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.
4. That the COUNTY shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
5. That the COUNTY shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

6. That where the COUNTY 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.
7. That where the COUNTY receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
8. That the COUNTY shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the COUNTY with other parties: (a) for the subsequent transfer of real property acquired or improved under Federal Aid Program and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under Federal Aid Program.
9. That this assurance obligates the COUNTY 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 COUNTY 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 COUNTY retains ownership or possession of the property.
10. The COUNTY shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
11. The COUNTY agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

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 COUNTY Department of Transportation under the Federal Aid Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the COUNTY.

## Implementation Procedures

This agreement shall serve as the County of Wayne's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the COUNTY, or in recognition of the public interest to be served by such sale or lease to the COUNTY, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The COUNTY shall:

1. Issue a policy statement, signed by the head of the COUNTY, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the COUNTY's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by NDOR or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the COUNTY shall be held responsible for implementing Title VI requirements.
3. Designate a coordinator who has a responsible position in the organization and easy access to the head of the COUNTY. The coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Develop and implement a community outreach and public education program.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the COUNTY's report of investigation, will be forwarded to NDOR's Highway Civil Rights Coordinator within 10 days of the date the complaint was received by the COUNTY.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the COUNTY.
7. Conduct Title VI reviews of the COUNTY and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

- a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

- b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the COUNTY. Include a listing of complaints received against sub-recipients, as well as a summary of complaint and actions taken.

## Complaints of Discrimination

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.

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the County of Wayne. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the County's ADA & Title VI Coordinator for review and action.

## Filing of Complaint

1. Complaints shall be in writing and shall be signed by the affected individual ("complainant") or a representative of the complainant.
2. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. The County of Wayne has prepared a Complaint Form to be used for the convenience of the complainant. The written complaint should include:
  - a) Complainant's name, address and telephone number
  - b) A detailed description of the issues,
  - c) Name and job titles of individuals perceived as parties in the complaint
3. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the COUNTY, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature.
4. Complaint forms can be found at [www.waynecountyne.org](http://www.waynecountyne.org), or by contacting the Wayne County ADA & Title VI Coordinator. Complaints and substantiating information should be sent to:

Wayne County Courthouse  
Melissa Rabbass, ADA & Title VI Coordinator  
510 Pearl Street  
Wayne, NE 68787  
(402) 375-1979  
[melissa@wayne.nacone.org](mailto:melissa@wayne.nacone.org)

Alternate means of filing a complaint will be made available to accommodate persons with disabilities upon request.

5. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a) The date of alleged act of discrimination; or
  - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the COUNTY or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

6. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, gather additional facts and further clarify the complaint, inform the complainant of procedures to be followed, and advise the complainant of other avenues of redress available, such as NDOR and USDOT.
7. The COUNTY will advise NDOR within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to NDOR:
  - a) Name, address, and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin or sex).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the COUNTY.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or Federal) where the complaint has been filed.
  - h) An explanation of the actions the COUNTY has taken or proposed to resolve the issue raised in the complaint.
8. NDOR will forward the complaint to FHWA. FHWA Office of Civil Rights will determine the appropriate individual and/or organization to conduct the investigation.
9. Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the COUNTY. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
10. Within 90 days of receipt of the complaint, the head of the COUNTY 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 appeal rights with NDOR, or USDOT, if they are dissatisfied with the final decision rendered by the COUNTY. The Title VI Coordinator will also provide NDOR with a copy of this decision and summary of findings upon completion of the investigation.
11. Any complaints received against the COUNTY should immediately be forwarded to NDOR for investigation. The COUNTY will not investigate any complaint in which it has been named in the complaint.
12. Contacts for the different Title VI administrative jurisdictions are as follows:

Nebraska Department of Roads  
Human Resources, Title VI Program  
1500 Highway 2, P.O. Box 94759  
Lincoln, NE 68509-4759  
(402) 479-4870

Federal Highway Administration  
Nebraska Division Office  
100 Centennial Mall North  
Lincoln, NE 68508  
(402)437-5765

**Sanctions**

In the event the COUNTY fails or refuses to comply with the terms of this agreement, the NDOR may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the COUNTY under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the COUNTY.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the COUNTY.
4. Refer the case to the Department of Justice for appropriate legal proceedings.

**NEBRASKA DEPARTMENT OF ROADS:**

\_\_\_\_\_  
Signature

Civil Rights Coordinator  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NAME OF COUNTY:**

\_\_\_\_\_  
Signature

**Chairman, Board of Commissioners**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 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 shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, NDOR, or the FHWA 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 this information the contractor shall so certify to the COUNTY, NDOR, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the COUNTY or NDOR shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
7. The contractor shall take such action with respect to any subcontract or procurement as the COUNTY, NDOR, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the COUNTY or NDOR to enter into such litigation to protect the interests of the COUNTY and NDOR, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

***The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.***

### **(GRANTING CLAUSE)**

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the *(Name of Recipient)* will accept title to the lands and maintain the project constructed thereon, in accordance with *(Name of Appropriate Legislative Authority)*, the Regulations for the Administration of *(Name of Appropriate Program)* and the policies and procedures prescribed by FHWA, also in accordance with and in compliance with 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 and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) 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 *(Name of Recipient)* all the right, title and interest of the 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 *(Name of Recipient)* 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 shall be binding on the *(Name of Recipient)*, its successors and assigns.

The *(Name of Recipient)*, in consideration or 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 shall on the grounds of race, color, or national origin, sex, age, and disability/handicap, 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 *(Name of Recipient)* shall 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, 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, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

## APPENDIX C

***The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the COUNTY pursuant to the provisions of Assurance 6(a).***

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed 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, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, (*Name of Recipient*) shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.]\*

That in the event of breach of any of the above nondiscrimination covenants, (*Name of Recipient*) shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (*Name of Recipient*) and its assigns.

***The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the COUNTY pursuant to the provisions of Assurance 6(b).***

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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, sex, age, and disability/handicap, shall 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, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other 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), Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, (*Name of Recipient*) shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, (*Name of Recipient*) shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (*Name of Recipient*) and its assigns.

## **ATTACHMENT 1**

### **Staffing, Roles and Responsibilities of Wayne County's Civil Rights Program**

The responsibility for coordinating the COUNTY'S Title VI program rests with the ADA/Title VI Coordinator. However, all county officials and department heads bear responsibility for implementing nondiscrimination practices in all of its programs and activities, fostering an environment that is accepting of all persons, regardless of race, color, national origin, age, disability/handicap or sex, and ensuring that their employees adhere to the policies set forth herein.

#### **Title VI Coordinator Responsibilities**

1. Monitor the County's current policies and practices for implementing Title VI
2. Evaluate remedial steps taken to eliminate the effects of discrimination
3. Monitor complaint procedures that incorporate appropriate due process standards and provide for prompt and equitable resolutions of complaints alleging an action prohibited by Title VI
4. Ensure agency compliance with Title VI
5. Collaborate and coordinate with the heads of major divisions and departments to enable Title VI compliance efforts
6. Conduct Title VI nondiscrimination training programs for managers and employees
7. Prepare an annual report of Title VI accomplishments and problem areas for the NDOR Annual Report to FHWA
8. Monitor the preparation of Title VI nondiscrimination information for dissemination to the general public
9. Identify, investigate, and eliminate civil rights discrimination when found to exist
10. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the COUNTY.
11. Develop and implement a community outreach and public education program.
12. Conduct Title VI reviews of the COUNTY and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

#### **Organizational Chart**

## **ATTACHMENT 2**

### **Programs and Activities of Wayne County**

#### **Elections**

1. At this time, Wayne County is not required by the Secretary of State's office to provide election materials in alternate languages.
2. If someone wishes to register to vote and requests a form in Spanish, the Clerk's office will give that person a link to the voter registration form on the Nebraska Secretary of State's website. An early voting form is also available online in Spanish.

#### **Court**

1. County Court and District Court will work closely with the Wayne Police Department, attorneys, and when needed, the clients themselves, to assess the language needs of the parties coming to court. The court staff will schedule a certified interpreter as needed.
2. When appropriate, court staff will refer clients to the do-it-yourself court forms in languages other than English on the Judicial Branch website.

#### **Road & Bridge Projects**

1. Wayne County currently contracts with an engineering firm for all design, engineering, and environmental activities on road and bridge projects. This firm is responsible for monitoring compliance with Title VI requirements in all phases of the construction project.
2. The Wayne County Board of Commissioners manage and coordinate the acquisition of real property for public works projects. They will work with the Roads Project Manager on the following right-of-way and Title VI activities:
  - a) Ensure equal opportunity in all aspects of procuring real estate service contracting and appraisal agreements.
  - b) Coordinate with our engineering firm on the preparation of deeds, permits, easements, and leases to ensure the inclusion of the appropriate clauses, including Title VI Assurances.
  - c) Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.
  - d) Maintain statistical data including race, color, national origin, and sex on all right-of-way easements, and provide detailed demographic data to the Title VI Coordinator.
3. The Roads Project Manager will work with our engineering firm to include Title VI language in bid announcements and applicable construction documents, as stipulated in the LPA's Title VI Policy Statement and Assurances herein.

#### **Driver License Exams**

1. Driver license exams are conducted at the Wayne County Courthouse under the authority of the Department of Motor Vehicles.