MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

THE UNITED STATES OF AMERICA

AND

LAKE WORTH, FLORIDA POLICE DEPARTMENT

DEPARTMENT OF JUSTICE NUMBER 171-18-16

A. SCOPE OF THE INVESTIGATION

This matter was initiated by a complaint filed under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq., (Title VI) and the Omnibus Crime Control and Safe Streets Act, as amended, 42 U.S.C. §3789d(c) (Safe Streets Act) with the United States Department of Justice (DOJ) against the Lake Worth Police Department (LWPD). The complaint (no. 171-18-16) alleges that the LWPD failed to provide language assistance measures to ensure effective communication during an individual's arrest and subsequent booking at the LWPD and that the LWPD does not have appropriate plans and procedures for providing meaningful access to their services for persons who are limited English proficient (LEP).

This MOA does not constitute an admission with regard to the complainant's allegations. The purpose of this MOA is to memorialize LWPD's commitment to improve its development and implementation of policies, procedures, and training to ensure that a LEP individual may not be denied meaningful access to information, services, programs, or activities of the LWPD because of the individual's LEP status or because of the lack of language assistance measures needed for effective communication.

The parties to this MOA are the United States of America and the Lake Worth Police Department (LWPD). In order to avoid the burdens and expenses of further investigation and possible litigation, the parties hereby agree as follows:

B. JURISDICTION

DOJ has jurisdiction over this matter under Title VI and the Safe Streets Act. Together, these statutes and their implementing regulations, codified at 28 C.F.R. §42.101, et seq., and §42.201 et seq., prohibit discrimination on the basis of race, color, national origin, sex, and religion in DOJ-funded programs or activities, and provide jurisdiction for DOJ to investigate and resolve the complainant's allegations.

The Department is authorized under 28 C.F.R. Part 42, Subpart C and Subpart D, to investigate the complaint in this matter to determine LWPD's compliance with Title VI and the Safe Streets Act, to issue findings, and, where appropriate to negotiate and secure voluntary compliance. Furthermore, the Attorney General is authorized under 28 C.F.R. §42.108 and 28 C.F.R. §42.210, to suspend or terminate financial assistance to the LWPD provided by the Department should the Department fail to secure voluntary compliance pursuant to Subpart C or Subpart D or bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.

The Department has not issued a finding of non-compliance against the LWPD. LWPD does not admit to violating any provision of law, regulation, or other authority cited in this MOA.

C. POLICY REVISIONS

1. The LWPD agrees to comply with Title VI, the Safe Streets Act, and implementing regulations and to provide meaningful access to all individuals in encounters with the police department regardless of their national origin or limited ability to speak, read, write, or understand English. LWPD will take reasonable steps to ensure that it communicates effectively with LEP persons in the language(s) in which they are proficient.

2. The attached Language Assistance Plan and Language Assistance Policy Statement, General Order 4.4.5, which are incorporated by reference as part of this MOA [Attachment A] will be adopted upon the effective date of this Agreement. The LWPD will take the following steps:

a. Distribute the Language Assistance Plan and Language Assistance Policy Statement to all staff, employees, officers, and managers in LWPD;
b. Distribute the LWPD's Language Assistance Plan and Language Assistance Policy Statement to a variety of community organizations serving LEP communities encountered by LWPD, including, but not limited to, those serving LEP individuals who speak Spanish, Haitian-Creole, Mayan languages, and other LEP communities served or encountered by LWPD; and
c. Translate the final paragraph [paragraph 5] of the Language Assistance Policy Statement into Spanish, Haitian Creole, and others as appropriate and post the English and translated versions in a public area of the police department building.

Within 30 days of the effective date of this Agreement, LWPD will provide DOJ with a record of the actions described in paragraphs a, b, and c above.

3. Within **120 days** of the effective date of this Agreement, LWPD will develop and submit to DOJ for approval Language Assistance Operating Procedures and applicable Implementing Memoranda, consistent with General Order 4.4.5 [Attachment A] and DOJ Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Attachment B]. These Operating Procedures and applicable Implementing Memoranda will focus on instructions for staff and officers regarding implementation of the policy.

4. Within **60 days** of approval by DOJ, LWPD will implement the Operating Procedures and Implementing Memoranda, consistent with the DOJ Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Attachment B]. LWPD will distribute these documents to all officers, Communication's Unit employees, and any other employees whose position would require contact with the public, and to any supervisors of such employees.

5. Within **60 days** of the effective date of this Agreement, LWPD shall identify a process for assessing the proficiency and qualifications of bilingual staff used to conduct monolingual conversations; a process for assessing and ensuring the qualifications of staff used to provide interpretations; and a training program that ensures initial and periodic training to improve language skills, to identify language needs of individuals who are not Spanish, Creole, or English proficient, and to ensure that those used to interpret and/or conduct monolingual conversations are skilled and qualified to do so. Upon approval by DOJ, these processes shall be incorporated into General Order 4.4.5.

D. TRAINING, POLICY AND DOCUMENTATION

1. Except as otherwise specified in this MOA, at **90 days** after approval by the Department of all documents required under section C of this MOA, and thereafter for two years at the yearly anniversary of that date, LWPD will submit written documentation to DOJ summarizing the actions LWPD has taken to implement this MOA, and actions taken consistent with the attached Language Assistance Plan and Language Assistance Policy Statement [Attachment A], Department of Justice Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Attachment B], and documents developed and approved under section C above.

2. Within **120 days** of approval by DOJ of all documents required under section C above, LWPD will provide DOJ with evidence that all staff members of the LWPD having potential contact with LEP persons have been trained during in-service training sessions on the policies and procedures for ensuring effective communication with LEP

persons. Additional periodic, in-service, and newly hired employee training will be provided and reported upon annually as noted elsewhere in this Agreement.

3. DOJ may review compliance with this MOA at any time. If the Department believes that LWPD has failed to comply in a timely manner with any requirement of this MOA without obtaining sufficient advance written agreement from DOJ for a modification of the relevant terms, DOJ will so notify LWPD in writing and will attempt to resolve the issue or issues in good faith. If DOJ is unable to reach a satisfactory resolution of the issue or issues raised within **30 days** of the date it provided notice to LWPD, it may institute a civil action in federal district court to enforce the terms of this Agreement.

4. Failure by DOJ to enforce this entire MOA or any provision thereof with regard to any deadline or any other provision herein shall not be construed as a waiver of DOJ's right to enforce other deadlines and provisions of this MOA.

5. This MOA is a public document. Upon request, a copy of this document or any information contained in it shall be made available to any person by LWPD or DOJ.

6. This MOA constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written MOA, shall be enforceable. This MOA does not purport to remedy any other potential violations of Title VI and/or the Safe Streets Act or any other federal law. This MOA does not affect LWPD's continuing responsibility to comply with Title VI, the Safe Streets Act, or any other federal law. Nor does it preclude DOJ from carrying out its duties under Title VI and the Safe Streets Act should a new complaint be filed with DOJ.

7. No person or entity is intended to be a third-party beneficiary of the provisions of this MOA for purposes of any civil, criminal, or administrative action. Nor shall any person or entity be permitted to assert any claim or right as a beneficiary or protected class under this MOA. This MOA is not intended to impair or expand the right of any person or organization to seek relief against the LWPD or its officials, employees, or agents for their conduct; accordingly, this MOA does not alter any legal standards governing such claims.

8. This MOA shall not be used against the LWPD in any proceeding other than a proceeding as between the United States and the LWPD.

9. The effective date of this MOA is the date of the last signature below.

10. This MOA will remain in effect for two years after approval by DOJ of the final submission required under section C.

11. The person signing for the Lake Worth Police Department represents that he is authorized to bind LWPD to this MOA.

For Lake Worth, Florida:

LAKE WORTH POLICE DEPARTMENT

By: _____

WILLIAM E. SMITH, Chief of Police
Lake Worth Police Department
120 North G Street
Lake Worth, FL 33460

Date: 3-13-07

For the United States:

WAN J. KIM
Assistant Attorney General

By: Merrily A. Friedlander

MERRILY A. FRIEDLANDER, Chief
CHRISTINE STONEMAN, Deputy Chief
ELIZABETH KEENAN, Deputy Chief
LAURIE A. GELMAN, Attorney
DEBORAH RAGINS, Investigator
U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Coordination and Review Section
Washington, DC 20530

Date: 3/12/07

ATTACHMENT A – Memorandum of Agreement Between The United States and the Lake Worth, FL Police Department

LAKE WORTH POLICE DEPARTMENT

GENERAL ORDER

SUBJECT: LANGUAGE ASSISTANCE PLAN

NUMBER: 4.4.5 EFFECTIVE DATE: / /07

PAGES: 10

SUPERSEDES: G.O. 4.4.5 dated 04/05/04

ACCREDITATION STANDARDS:

PURPOSE

The Lake Worth Police Department recognizes the importance of effective and accurate communication between its personnel and the community that they serve. Language barriers can impede effective and accurate communication in a variety of ways. Language barriers can sometimes inhibit or even prohibit individuals with limited English proficiency (LEP) from accessing and/or understanding important rights, obligations, and services, or from communicating accurately and effectively in difficult situations. Hampered communication with LEP victims, witnesses, alleged perpetrators, and community members can present the LWPD with safety, evidentiary, and ethical challenges. Ensuring maximum communication ability between law enforcement and all segments of the community serves the interests of both.

The purpose of this Directive is to establish effective guidelines for departmental personnel to follow when providing services to, or interacting with, individuals who are LEP consistent with federal law prohibiting national origin discrimination, including Title VI of the Civil Rights Act and implementing regulations.

POLICY

All LWPD personnel shall adhere to this Directive in order to take reasonable steps to provide

timely meaningful access to LEP persons to the services and benefits the LWPD provides in LWPD-conducted programs or activities. All LWPD personnel shall provide free language assistance services to LEP individuals whom they encounter and whenever an LEP individual requests language assistance services. The LWPD personnel will inform members of the public that language assistance services are available free of charge to LEP persons.

It is important for all department members to become fully aware of the language assistance resources that are available to assist them in providing services to LEP persons.

DEFINITIONS

A. Primary Language - means the language in which an individual most effectively communicates. The LWPD personnel should avoid assumptions about an individual's primary language. For example, not all individuals from Central America speak Spanish fluently. Instead, some Central Americans may claim an indigenous language as their native tongue. The LWPD personnel will make every effort to ascertain an individual's primary language to ensure effective communication.

B. Limited English Proficiency - designates individuals whose primary language is not English and who have a limited ability to read, write, speak, or understand English. LEP individuals may be competent in certain types of communication (*e.g.*, speaking or understanding), but still be LEP for other purposes (*e.g.*, reading or writing). Similarly, LEP designations are context-specific: an individual may possess sufficient English language skills to function in one setting, but these skills may be insufficient in other situations.

C. Interpretation - is the act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning.

D. Translation - is the replacement of written text from one language (source language) into an equivalent written text in another language (target language).

E. Bilingual - The ability to speak two languages fluently and communicate directly and accurately in both English and another language.

F. LWPD Authorized Interpreter (LWPDAI) - is a bilingual LWPD employee who has been authorized to interpret for others in certain situations.

G. LWPD Authorized Interpreter List - is an accounting of LWPD personnel who are bilingual and are authorized to act as volunteer interpreters. The Training Section will create and maintain the list and provide it to the LWPD 911 Communications Center.

PROCEDURE

Department members will make reasonable efforts to ensure that police services are provided or accessible to LEP persons.

1. Identifying Individuals who need Language Assistance

A. Employees who have contact with LEP persons during the delivery of police services should immediately attempt to identify the primary language of the LEP person.

1) Use language identification cards (*e.g.*, "I Speak Cards") which invite LEP persons to identify their language needs to staff. LWPD officers and other employees who may have contact with LEP persons will carry language identification cards. An example of such a card from the US Census Bureau is available on the internet at: http://usdoj.gov/crt/cor/13166.htm.

2) If the LEP person's language cannot be identified using the cards, employees should access telephonic interpretation services using the procedures described below.

3) If relatives, friends, acquaintances or neighbors are present with the subject, inquire as to the primary language of the LEP person. However, family members, neighbors, friends, acquaintances, bystanders, and children generally should not be used for interpretation.

B. Employees will take reasonable measures to assist LEP persons.

1) For emergency, exigent or critical services calls may be transferred to the department's 911 center, where immediate access to a telephonic interpretation service is available to provide interpretation.

2) Contact other members of the department who are bilingual and may be able to respond to assist in the LEP person's primary language.

3) Utilize the LWPDAI list to contact other members of the department who may be able to provide interpretation of the language spoken by the LEP persons.

4) Mutual aid assistance may be requested from other area law enforcement agencies that may have qualified bilingual staff that could assist in providing police services to an LEP person.

2. Procedures For Accessing Interpretation Services - Types of Language Assistance Available

A. Civilian Emergency Calls to 9-1-1 - Telephonic Interpretation Services

1. 9-1-1 Communications with LEP Callers:

When a 9-1-1 call-taker receives a call and determines that the caller is LEP, the call-taker shall inform the LEP caller that he or she will be placed "on hold." If the language is known, the call-taker shall immediately survey the Communications Center for an available and appropriate LWPDAI to respond. If a LWPDAI is available, the original call-taker will immediately transfer the LEP caller to the LWPDAI. The LWPDAI shall follow the standard operating procedures for all 9-1-1 calls.

If no available and appropriate LWPDAIs are present, the call-taker will contact the contracted telephonic interpretation service, directly via speed-dial. Once a three-way call is established between the call-taker, the LEP caller, and the interpreter, the call-taker shall follow the standard operating procedures used for all 9-1-1 calls.

<u>NOTE 1 – Notification by Dispatchers:</u>
The call-taker will note in information sent to the radio dispatch that the 9-1-1 caller is an LEP individual and indicate the language, so that this information is provided to responding LWPD personnel. Dispatchers will make every effort to dispatch a bilingual officer to the assignment, if available.

<u>NOTE 2 – In-house Language Capacity:</u>
The LWPD will take reasonable steps to develop in-house language capacity in the Communications Center by hiring personnel with specific language skills. Using the assessment process described in Part 7 below, LWPD will determine its Communications Center staffing needs, and will work with the Personnel Department to recruit and hire qualified bilingual staff.

B. LWPD Personnel Requesting Interpretation Services:

1. Responding LWPD Personnel Responsibilities: LWPD personnel in the field in need of interpretation services will attempt to identify the LEP individual's primary language through the use of the language identification cards or other appropriate means and will immediately contact the LWPD Communications Center through a telephone or cellular

phone and ask that an available LWPDAI be dispatched or that the LEP individual be transferred to the contracted telephonic interpretation service provider.

NOTE 1 – Exigent Circumstances:
The LWPD personnel are expected to follow the general procedures outlined in this Directive; however exigent circumstances may require some deviations. In such situations, personnel are to use the most reliable, temporary interpreter available, such as bilingual LWPD personnel or other bilingual individuals (see NOTE 2). Examples may include the need to obtain descriptive information on a fleeing suspect, or identifying information of an injured person. However, once an exigency has passed, all personnel are expected to revert to the general procedures in this Directive.

NOTE 2 – Family, Friends and Bystanders:
In other than exigent circumstances, LWPD personnel should only use family, friends or bystanders for interpreting in very informal, non-confrontational contexts, and only to obtain basic information at the request of the LEP individual. Using family, friends, or bystanders to interpret could result in a breach of confidentiality, a conflict of interest, or an inadequate interpretation. Barring temporary exigent circumstances involving immediate threat to health and safety while awaiting an appropriate interpreter, LWPD personnel should not use minor children to provide interpreter services.

2. Communication Center Responsibilities: The Communications Center personnel will consult the LWPDAI List to determine if a LWPDAI is available to respond to the assignment. If no LWPDAI is available, the Communications Center will contact the telephonic interpretation service provider.

C. Contracted/Qualified or Certified In-Person Interpretation Services:

Contracted in-person interpretation services shall be available to LWPD personnel when interacting with LEP individuals. While this service is available to all LWPD personnel, it is best suited for investigative units operating under non-emergency situations, such as witness interviews and criminal interrogations. Supervisory approval is required prior to engaging the services of a contracted or certified interpreter. A list of qualified or certified interpreters will be maintained by the Criminal Investigations Division Commander. The Communications Center personnel will be the central conduit for connecting personnel in the field to an appropriate interpreter after receiving proper supervisory approval.

1. Accessing Contracted In-Person Interpreters: LWPD personnel who believe they need this service will consult with the highest-ranking supervisor on location. If the supervisor concurs, the supervisor will contact the Communications Center personnel. The supervisor approving the request will provide the Communications Center personnel with the investigative officer's name, contact number, and exact location where the interpreter is expected (*i.e.*, the numerical address with room or floor numbers where the interpreter should report). The use of this service will be noted on the appropriate department report or log.

2. Communications Center Responsibilities: The Communications Center dispatcher at the direction of the commanding officer will contact the contracted in-person interpreter service, relay all information, and provide the location where the interpreter is needed. The dispatcher will obtain an estimated time of arrival (ETA) for the interpreter before ending the call and notify the officer/investigator. The in-person interpreter should be on location no more than two hours from the time of notification.

3. Upon Arrival of Contracted or Certified In-Person Interpreter: Upon the arrival of the interpreter, the officer/investigator will verify or examine the interpreter's identification. The officer/investigator shall record the interpreter's name and company affiliation, if any, on the investigative report along with the interpreter's arrival and departure times. Once the interpreter is prepared, LWPD personnel will ask all questions through the interpreter.

   NOTE:
   It is LWPD personnel's responsibility to develop and ask any questions. Under no circumstances will an interpreter independently question a LEP individual. The interpreter's role is to serve as a neutral third party, taking care not to insert his or her perspective into the communication between the parties.

4. Conflict of Interest/Bias of Interpreter: If the officer/investigator believes that there is any conflict of interest with the assigned interpreter, bias, or any other reason why the interpreter should be recused, the officer/investigator shall consult with the highest ranking supervisor on location and the supervisor will decide if another interpreter is warranted. If this should occur, the supervisor will forward a memorandum to the departmental LEP Coordinator identified below in Part 7 for appropriate follow-up and review.

3. INTERROGATION, INTERVIEWS, AND COMPLAINTS

A. Criminal Interrogations and Crime Witness Interviews: These scenarios potentially involve statements with evidentiary value upon which a witness may be impeached in court. As such, accuracy is a priority. Moreover, a failure to protect the rights of LEP individuals during arrests and interrogations presents risks to the integrity of the investigation. The LWPD personnel must recognize that miscommunication during the interrogations or crime witness interviews may have a substantial impact on the evidence presented in any related criminal prosecution. A qualified interpreter shall be used for any interrogation or taking of a formal statement where the suspect or witness' legal rights could be adversely impacted. Because of the dual role a LWPDAI may have when conducting interrogations and simultaneously acting as an interpreter, LWPDAIs should only be used as interpreters during interrogations if they have identified themselves to the interviewee as officers or employees of the Department and are trained in using proper interpretation protocols. Preferably the interpreter will be certified or recognized by the local court as a qualified interpreter.

NOTE:
Miranda warnings, and all other vital written materials, will be available to the suspect or witness in his or her primary language. In the case of a language into which forms have not been translated and in the case of illiteracy, forms will be read to the suspect or witness in his or her primary language by a qualified interpreter, such as a LWPDAI or the contracted interpretation services.

B. Complaint Procedures for LEP Persons: Any LEP individual who wishes to file a complaint with the LWPD regarding language access, or the discharge of LWPD's duties, shall be provided with the translated Citizen Complaint Form and such complaints will be investigated in accordance with LWPD policy. Citizen Complaint Forms shall be available in Spanish, Haitian Creole, and other languages as appropriate. Contracted in-person interpretation services or a LWPDAI not involved in the underlying complaint will be utilized when conducting any interviews of LEP complainants or witnesses.

4. PROCEDURES FOR ACCESSING DOCUMENT TRANSLATION SERVICES

A. Identification and Translation of Vital Documents: The Commanding Officer of the Community Involvement Division, with assistance from other Department Commanders, shall be responsible for classifying all documents as vital or non-vital, and determining into what languages the vital documents should be translated. The Community Involvement Commander will assess demographic data, review contracted language access services utilization data, and consult with community-based organizations to make an informed decision on which languages and in what quantities documents should be translated. The Commanding Officer will be

responsible for having the documents translated and distributed to LEP communities. The Community Involvement Division will serve as the central repository of all translated documents and make them available to LWPD personnel and members of the public on request.

B. Requests by Other Units for Document Translation: Although the Community Involvement Division shall be the central conduit for document translation, all LWPD personnel shall have access to this service through the following procedures:

1. Commanding Officers: Should a Commanding Officer identify a need for a specific document to be translated, a memorandum will be forwarded to the Commanding Officer of Community Involvement for review, approval and translation.

2. Translation of Investigative Documents: Should an investigator need a note, letter, or other document translated for an investigation, a memorandum will be forwarded to the Commanding Officer of Criminal Investigations Division with a ***copy*** of the original note, letter or other document to be translated.

5. Notifying the Public about LWPD's Language Services

A. Signage: In the LWPD building lobby, notice shall be posted in the most commonly spoken languages stating that interpreters are available free of charge to LEP individuals. The LWPD shall also maintain translated written forms and documents for LEP individuals as identified above. A list of these documents and forms along with the available languages will be maintained by the Community Involvement Division. Notification of the availability of translated forms and documents will be posted in the public lobby to inform LEP persons about forms that are translated. In the case of illiteracy or languages into which written materials have not been translated, such forms and documents will be read to LEP individuals in their primary languages.

B. Commanding Officer Responsibilities: The commanding officer of each Division or Section of the LWPD with direct public access shall ensure that the signage is posted and visible to the general public.

6. Training: Language Assistance Policy and Interpreter Skills

A. LEP Policies: The LWPD will provide periodic training to personnel about LWPD's LEP policies, including how to access LWPD-authorized, telephonic

and in-person interpreters. The LWPD shall conduct such training for new recruits during their orientation or field training program, as part of an in-service training session, and at roll call for officers at least every two years. In-service and/or roll call training shall initially be conducted within 180 days of the effective date of this Directive.

B. Competency of Interpreters:

The LWPD personnel identified as bilingual who are willing to act as LWPDAI's will have their language skills assessed, using a structured assessment tool, by a review committee composed of professional interpreters and appointed by the Community Involvement Division Commander. The Training Bureau shall be responsible for maintaining a record of qualifications, training or certifications that the interpreter has received. For contracted interpretation services, the LWPD will utilize qualified interpreters from the list of interpreters provided by the local court administrator

7. Monitoring and Updating Language Assistance Efforts

A. LEP Coordinator: The Community Involvement Division Commander is the LWPD's LEP Coordinator who is responsible for coordinating and implementing all aspects of the LWPD's services to LEP individuals.

B. Community Review: The Commanding Officer of the Community Involvement Division shall assess demographic data, review contracted language access services utilization data, and consult with community-based organizations annually in order to determine if there are additional languages into which vital documents should be translated.

C. Documents: The Commanding Officer of the Community Involvement Division will be responsible for annually reviewing all new documents issued by the LWPD to assess whether they should be considered vital documents and be translated.

D. Collection of LEP Contact Data: The Commanding Officer of Administrative Service (Communications Center/Police Radio) will be responsible for collecting LWPD LEP contacts. This data may be collected through the review of Communication Center Computer Aided Dispatch records (LWPDAI usage) and billing statements submitted by the contracted telephonic and other contracted in-person service providers.

1. Tracking and Analysis of LEP Data: The Community Involvement Division Commander or their designee shall be responsible for assessing demographic data, reviewing contracted language access services utilization data, and consulting with community-based organizations to ensure that the LWPD is providing meaningful access to LEP persons to the services and benefits the LWPD provides in all LWPD-conducted programs or activities.

2. Complaint or Incident Reports:

   a. Officer Responsibilities: If during the course of handling an assignment where the responding officer either utilized his or her bilingual skills, the services of a LWPDAI, an in-person interpreter, or the telephonic interpreter service, the letters "LEP" in large bold letters shall be inserted in the report or remarks section.

By Order Of:

William E. Smith
Chief of Police

3-13-07

Attachment A – General Order 4.4.5

LANGUAGE ASSISTANCE POLICY STATEMENT

The Lake Worth Police Department will comply with federal law prohibiting national origin discrimination and requiring federally assisted law enforcement agencies to take reasonable steps to provide meaningful access to limited English proficient (LEP) individuals.

Language barriers can put cases and lives at risk by impeding communications with LEP victims, witnesses, suspects, and community members and by creating safety, evidentiary, and ethical challenges for officers and others.

Language barriers can prevent LEP individuals from understanding their rights, complying with the law, and receiving meaningful access to law enforcement services and information.

LEP individuals do not speak English as their primary language and have a limited ability to read, write, speak, or understand English. Many LEP persons are in the process of learning English and may read, write, speak, and/or understand some English, but not proficiently. LWPD recognizes that LEP status may be context-specific – an individual may have sufficient English language skills to communicate basic information (name, address etc.) but may not have sufficient skills to communicate detailed information (*e.g.*, medical information, eyewitness accounts, information elicited in an interrogation, etc.) in English. In addition, a person may not be proficient in the predominant language of the person's country of origin. For instance, a person from Guatemala may be proficient in a Mayan language, and not in Spanish.

It is the policy of the Lake Worth Police Department (LWPD) to provide meaningful access to all individuals in any encounters with the police department regardless of their national origin or limited ability to speak, read, write, or understand English. LWPD will take reasonable steps to ensure that it communicates effectively with LEP persons in the language(s) in which they are proficient. For more information, contact the Community Involvement Division Commander.