

**AGREEMENT IN PRINCIPLE**  
**BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**KING COUNTY SHERIFF'S OFFICE**  
**DEPARTMENT OF JUSTICE NUMBER 171-82-27**

**I. BACKGROUND**

- A. **Allegation.** In November 2021, the Department of Justice's Civil Rights Division and the United States Attorney's Office for the Western District of Washington ("DOJ") received a complaint indicating that the King County Sheriff's Office/Burien Police Department ("KCSO") may have engaged in national origin discrimination against an individual with limited English proficiency ("LEP") in violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7 and its implementing regulations, 28 C.F.R. Part 42, Subpart C (collectively, "Title VI").
- B. **Jurisdiction.** Title VI prohibits discrimination based on race, color, or national origin in federally funded programs or activities. KCSO is a recipient of federal financial assistance from DOJ, and thus the United States has jurisdiction under Title VI to investigate KCSO and, where appropriate, negotiate and secure voluntary compliance.
- C. **Investigative Posture.** DOJ reviewed the complaint and held follow up discussions with the complainant and other organizations representing individuals with LEP. DOJ then contacted KCSO in a pre-investigative capacity to discuss the allegations in the complaint. In lieu of further investigation, KCSO agreed to take proactive and voluntary steps to ensure meaningful access to individuals with LEP. DOJ agreed that, by taking such steps in consultation with DOJ, KCSO can better ensure compliance with the nondiscrimination requirements of Title VI and thereby resolve this matter.
- D. **Agreement in Principle.** To avoid the burdens and expenses of further investigation and potential enforcement action, DOJ and KCSO (the "Parties") commit to continue working together in good faith to reach a Memorandum of Agreement to resolve the allegations set forth in this matter. This Agreement in Principle reflects the Parties' commitment to finalizing the Memorandum of Agreement.

**II. GENERAL REQUIREMENTS**

The Parties will negotiate in good faith on terms for the Memorandum of Agreement, including a language access policy and implementing procedures; training to ensure consistent

and effective delivery of language assistance; language assistance options; community outreach; tracking; and monitoring and reporting to DOJ. Once finalized, the Memorandum of Agreement shall be in effect for two years from the date of signing.

#### **A. Language Access Policy and Procedures**

The Memorandum of Agreement will include terms regarding a Language Access Policy that will affirm KCSO's commitment to complying with Title VI; refraining from discrimination against individuals based on their national origin, including LEP; and taking reasonable steps to ensure meaningful access to individuals with LEP at no cost to those individuals.

The Parties will negotiate in good faith on the specific procedures that will be included in the Memorandum of Agreement to implement KCSO's Language Access Policy, including, but not limited to terms that:

1. Restrict the use of children, family members, bystanders, and automated electronic translations (e.g., Google translate) to narrowly delineated situations;
2. Identify language communities in the jurisdiction;
3. Determine language assistance resources (including interpretation, translation, and in-language assistance options) necessary to serve these communities;
4. Identify vital documents for translation, contingent on the determined language needs of communities in the jurisdiction; and
5. Incorporate complaint procedures to ensure that language access complaints are fairly processed; and

The Memorandum of Agreement will include terms regarding oversight of KCSO's Language Access Program by a KCSO official who will be responsible for implementing and coordinating all aspects of KCSO's services for individuals with LEP and will serve as a resource and overall coordinator for KCSO.

#### **B. Training**

The Parties will negotiate in good faith on terms regarding language access training on KCSO's Language Access Policy and implementing procedures. The Parties will negotiate the topics for the training curricula.

#### **C. Language Assistance Options**

The Parties will negotiate in good faith on terms regarding communication tools that KCSO will agree to employ to interact with individuals with LEP. Such tools may include interpretation options, professional translation services, and translated forms. The Parties will also negotiate in good faith on terms regarding the translation of vital documents based on the language needs of KCSO and its language communities.

#### **D. Outreach to Communities with LEP**

KCSO is committed to strengthening its ties with all communities, including language communities. To further this commitment, the Memorandum of Agreement will include terms regarding an outreach plan for KCSO to engage with communities with limited English proficiency. These terms may, among other things, consist of translating outreach materials into top languages, providing public service messages in non-English media and social media, communicating with community stakeholders; and using program-specific notices such as forms, brochures, and language access posters placed in conspicuous and strategic areas.

#### **E. Tracking and Reporting**

The Memorandum of Agreement will include terms regarding a standardized method for KCSO to document contacts with LEP individuals.

#### **F. Monitoring and Reporting to DOJ**

The Memorandum of Agreement will include terms regarding required reporting by KCSO to DOJ.

### **III. AGREEMENT IN PRINCIPLE TERMS**

- A. This Agreement in Principle does not limit, expand, or create a right of any person or entity seeking relief or pursuing legal action against KCSO, or any officer or employee thereof, for their conduct or the conduct of KCSO officers. No person or entity is or is intended to be a third-party beneficiary of this Agreement in Principle for the purposes of any civil, criminal, or administrative action.
- B. This Agreement in Principle does not affect KCSO's continuing obligation to comply with Title VI nor does it preclude DOJ from taking appropriate action to evaluate KCSO's compliance with any laws or regulations enforced by DOJ.
- C. KCSO acknowledges its obligation, independent of this Agreement in Principle, to ensure that all KCSO programs and services, and the programs and services of all entities that receive federal financial assistance from KCSO, comply with Title VI.
- D. This Agreement in Principle does not bar any individual from pursuing a Title VI complaint, or any other action allowed by law, against KCSO.
- E. If the Parties are unable to reach terms on a Memorandum of Agreement, DOJ will open a full investigation of this matter. Further, nothing in this Agreement shall preclude DOJ from investigating KCSO in the future should the steps it takes fail to ensure meaningful access for LEP individuals.

December 12, 2023

For the King County Sheriff's  
Office

BY

  
\_\_\_\_\_  
JESSE ANDERSON  
Undersheriff for the  
King County Sheriff's Office

For the United States of America

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division  
U.S. Department of Justice

BY

  
\_\_\_\_\_  
CHRISTINE STONEMAN  
Chief of Federal Coordination and Compliance Section

COTY MONTAG  
Deputy Chief

BHARATHI A. VENKATRAMAN  
Attorney

Federal Coordination and Compliance Section  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530  
(202) 307-2222

TESSA M. GORMAN  
Acting United States Attorney  
Western District of Washington

BY

  
\_\_\_\_\_  
SUSAN KAS  
Assistant United States Attorney