

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
KING COUNTY SHERIFF'S OFFICE
DEPARTMENT OF JUSTICE NUMBER 171-82-27
U.S. ATTORNEY'S OFFICE NUMBER #2022v143

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. 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. language access policies and procedures, ensure consistent and effective delivery of language assistance, and develop and implement language access training.
- D. **Settlement.** To avoid the burdens and expenses of further investigation and potential enforcement action, DOJ and KCSO (the "Parties") agree that KCSO shall create a schedule of tasks to develop and implement a language access program. This program shall include a language access policy; procedures; a data collection and reporting

process; development of language access resources; community outreach; training to ensure consistent and effective delivery of language assistance; and a complaint process.

II. REQUIREMENTS

A. Policy and Structure

1. **Language Access Policy.** KCSO will ensure compliance with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as reflected in King County's existing Title VI policy. In accordance with Title VI and existing King County policy, KCSO will refrain from discrimination against individuals based on their national origin, including LEP; and will take additional reasonable steps to ensure meaningful access to individuals with LEP at no cost to those individuals, as described in this Agreement.
2. **Language Access Directive/Bulletin and Procedures.** KCSO will develop a Language Access Directive/Bulletin, Procedures, and other implementing instruments. KCSO will develop and roll out these documents in stages during the term of this agreement, creating interim/initial directives and procedures, to be replaced by updated directives and procedures as KCSO incorporates use of bilingual employees and builds additional aspects of its language access program as described herein. KCSO's interim/initial directives and procedures will be submitted to DOJ for approval within 15 days of the Effective Date of this Agreement and will be implemented by KCSO within 45 days of the Effective Date of this Agreement. Any updated directives and policies must be provided to DOJ for review and approval at least 45 days ahead of contemplated rollout.

Over the course of this agreement, KCSO will have operationalized and formalized the following measures across all work sites:

- a. Restriction of the use of children, family members, bystanders, and automated electronic translations (e.g., Google translate) to narrowly delineated situations.
- b. Appointment of a Language Access Program Manager and worksite Language Access Program coordinators.
- c. Identification of language communities in the jurisdiction.
- d. Determination of language assistance resources (including interpretation, translation, and in-language assistance options), and potentially bilingual assets, necessary to serve these communities.

- e. Creation of a testing and qualification program, as well as a periodic training schedule, for any bilingual assets who will be utilized.
 - f. Identification of vital documents for translation, contingent on the determined language needs of communities in the jurisdiction, and a timeline for accurate translation of vital documents and website information into target languages. Vital documents may include Miranda warnings, complaint forms, and other vital documents (as further set forth in Part II.C.2 below).
 - g. Development of a data collection process to accurately identify and document contacts with individuals with LEP, including the language of the individual and the method of language assistance provided.
 - h. Development of an outreach and community engagement strategy to connect with language communities and disseminate information about the Language Access Program.
 - i. Development of trainings to cover the initial and updated policies, procedures, and resources.
 - j. Development of a periodic refresher training program to be provided at least once every two years.
 - k. Development of a robust complaint process to effectively receive and address LEP-related concerns.
 - l. Development and tracking of performance metrics; and
 - m. Creation of a structure for community input and engagement to assist KCSO in responding to LEP needs.
3. **Language Access Program Manager.** Within 90 days of the Effective Date of this Agreement, contingent on a successful background check, KCSO will propose an Interim Language Access Program Manager. KCSO will inform DOJ within 5 days of an unsuccessful background check and provide its plan for filling the position, including anticipated time needed to identify an alternate candidate. KCSO will submit the resumé, any other related background information, and anticipated duties of both the proposed Interim Program Manager and the subsequent Program Manager to DOJ for review and approval. The Interim Program Manager will be responsible for developing the initial plan to implement and coordinate all aspects of KCSO's services for individuals with LEP and will serve as a resource and overall coordinator for KCSO. Upon hiring of the Program Manager, such person will be responsible for

evaluating the language needs of KCSO on at least an annual basis, including tracking demographic trends in the KCSO service area that may warrant updating or revising procedures. The Program Manager will monitor, review, and identify possible revisions based on experience and feedback, including information gathered under Section II.D as appropriate, for approval by the Sheriff or their designee. The Program Manager will have or will obtain language access and anti-bias training. The Program Manager will arrange language access training and issue any relevant updates to directives and procedures, consistent with this Agreement. KCSO will notify DOJ in advance of any other personnel changes to the Program Manager position.

4. **Language Access Liaison Program.** Within one year of the Effective Date of this Agreement, the Program Manager will identify a Language Access Liaison at each precinct or contract city to provide information and support on LEP issues for that worksite. The Liaison program will be developed in consultation with DOJ and will be implemented following DOJ approval. The program will help promote uniformity across KCSO worksites by facilitating access to necessary resources and information for both personnel and community members across the KCSO service area.

B. **Training**

1. **Language Access Training**

- a. **Timetable.** Within 45 days of the Effective Date of this Agreement, KCSO will prepare and submit to DOJ for its review and approval all materials for the initial language access training. KCSO will ensure that all staff complete training on the interim/initial directives within 120 days of DOJ's approval of the submitted training material. After the initial training, KCSO will deliver updated training within 60 days of any revisions to the policy, directive, procedures, and/or other implementing documents, as set forth in II.A.2 above. KCSO will also develop a periodic refresher training program to be provided at least once every two years, as set forth in II.A.2.j, above.
- b. **Personnel to be Trained:** Training shall be mandatory for current and new deputies, training personnel, dispatchers, and any other personnel who interact with the public.
- c. **Training Content.** Training curricula for language access trainings will include (but will not be limited to) the topics listed in Part II.A.2 a-m above. The training also will cover:
 - (i) Identifying whether a person is LEP and their primary language.

(ii) Appropriate forms of language assistance based on the context of the interaction, including the type of enforcement activity and the nature of the communication at issue.

(iii) How to effectively work with language assistance resources, including remote/telephonic interpretation, availability and use of translated documents, and other resources.

2. **Additional Training**

a. **Training for Bilingual Officers.** Pursuant to II.A.2.e, above, in the event that KCSO develops a bilingual officer program, it will develop and deliver training for such officers within 120 days of completing the selection process. KCSO will continue to conduct periodic training for bilingual officers occurring at least once every two years. Such training will address language access best practices, ethics, specialized terminology, current issues regarding the provision of language access services in KCSO, and any other topics deemed necessary by the Language Access Program Manager. The training will include, but not be limited to, when the use of bilingual officers is appropriate or not appropriate, strategies for bilingual officers to use when requested to provide services outside their skill set or scope of duties, and any recent issues or concerns raised by bilingual officers.

3. **Reporting.** For any updated or additional trainings as described in II.B.1.a and II.B.2, KCSO will submit for DOJ's review and approval all draft training materials at least 30 days in advance of the training. To the extent that KCSO relies on a private trainer or outside contractor for any training contemplated in this agreement, KCSO will submit each proposed trainer's resumé and information about the trainer's expertise to DOJ for review.

C. **Language Assistance Options**

1. **Communication Tools.** Consistent with the Language Access Program, KCSO personnel will have access to, and training in the use of, a range of communication tools to interact with individuals with LEP, consistent with the policy in effect. Such tools will include:

- a. Interpretation options, including:
 - i. telephonic or video connectivity to an off-site interpreter; and
 - ii. access to in-person professional interpreters;
- b. Professional translation services;

- c. Translated forms, notices, and KCSO web-based content; and
- d. Language identification materials.
- e. Additional language assistance options, as may become available.

2. **Translation of Vital Documents.** Consistent with the Language Access Program, the Interim Language Access Program Manager will develop a plan and framework for identifying vital documents for translation based on the language needs of KCSO and its language communities. The Language Access Program Manager will develop a plan for the translation of such documents, which will include information addressing how KCSO will ensure that quality control standards are met. KCSO will submit its list of proposed vital documents, target languages, and timeline to DOJ for review and approval.

3. **Examining Use of Bilingual Employees.** KCSO is committed to exploring the use of bilingual assets to help to improve public and officer safety, response time, and efficiency, and enhance community policing. KCSO will work in cooperation with organizations representing employee interests to determine parameters for utilizing its bilingual employees. Should KCSO move forward with building a bilingual employee program, it will consult with DOJ at least six months in advance of any contemplated roll out to develop a formalized process for qualifying bilingual employees to use language skills on the job. Any process that KCSO develops to identify and qualify bilingual employees is subject to DOJ approval and will involve the following steps, among others:

- a. Outreach and the posting of job openings in locations and with organizations that provide notice to potential bilingual applicants. KCSO's outreach efforts to bilingual applicants will target the top six languages other than English.
- b. A qualification process for interested bilingual employees to receive approval to use their language skills on the job. The qualification process will consist of an exam to assess comprehension and communication abilities in the second language. KCSO will additionally:
 - i. Report to DOJ the names, positions, language(s) and language assessment test scores of all bilingual personnel. KCSO also will identify the skills and appropriate tasks for its bilingual employees.
 - ii. Make a list of assessed bilingual officers available to all KCSO employees, and if applicable, set the types of language-related functions listed personnel may engage in.

This list should include the method of contacting a bilingual officer when needed. This list will be updated at least annually.

D. Notice, Outreach, and Partnerships with LEP Communities

1. **Commitment to Language Communities.** KCSO is committed to strengthening its ties with all communities, including language communities. To further its commitment, KCSO will provide the following notifications and information, and conduct the following outreach:
 - a. Within one year of the appointment of the Language Access Program Manager, such person will develop a plan to publicize KCSO's Language Access Program to language communities and stakeholders. KCSO's outreach plan may, among other things, consist of translating outreach materials into top languages, making available into top languages the content on the main page of the program website, providing public service messages in non-English media and social media, using program-specific notices such as forms, brochures, and language access posters placed in conspicuous and strategic areas. KCSO will submit the draft publicity plan to DOJ for review and approval two months in advance of its anticipated roll out.
 - b. The Language Access Program Manager will hold at least one outreach session per year with language communities and stakeholders for the term of the agreement. The Language Access Program Manager will continue to accept and consider any feedback from language communities and stakeholders identifying areas of improvement in KCSO's implementation of its Language Access Program.
 - c. Within one year of the Effective Date of this agreement, KCSO will, in consultation with DOJ, ensure that its complaint process is language accessible.

E. Tracking and Reporting

1. **Capturing Language Data.** Within one year of the appointment of the Language Access Program Manager, KCSO will develop and implement a standardized method through existing data collection systems to document contacts with LEP individuals, consistent with II.A.2.g above. Such contacts may include, but are not limited to, calls for service, field contacts, telephone calls, electronic communications, and complaints. Data to be captured will include the primary language spoken, and the

method of language assistance provided, if any. KCSO will continue to assess and adapt its current data capture modalities to improve its capability to capture and document language contacts in a manner that can be assessed and monitored by the Language Access Program Manager.

2. Monitoring and Reporting to DOJ

- a. KCSO will provide DOJ with status reports every 120 days starting from the Effective Date of this Agreement, or as soon as practicable. The status reports may include, but are not limited to, the following information:
 - i. Data reflecting language assistance services provided by KCSO staff and the languages in and methods by which such services were provided;
 - ii. Usage of telephone interpretation by language;
 - iii. Language access trainings provided, including contemplated training updates, training compliance of KCSO staff, training curricula, trainers, and lists of attendees;
 - v. Developments related to use of bilingual assets as detailed in Part II.C.3;
 - vi. Updates to policies and directives;
 - vii. Updates related to Language Access Liaison Program;
 - vii. Implementation of KCSO's translation plan for vital documents, including any available examples in both English and the target language(s);
 - viii. Frequency and resolution of any complaints related to language access; and
 - ix. Language access challenges.
- b. DOJ will review each status report and will provide timely feedback to KCSO.
- c. For the first year of the Agreement, the Parties will meet, either in person or by video conference, every three months, or at least quarterly, following KCSO's submission of status reports. These meetings will cover KCSO's progress in executing the Agreement, any problems encountered, and any recommendations for further improvement. After the first year of the Agreement, the Parties will

meet at least every six months, or more frequently upon the request of either Party.

III. GENERAL TERMS

- A. Each party representative executing this Agreement certifies that they are authorized to enter into and consent to the terms of this Agreement and to legally bind their party to it. This Agreement may be executed in counterparts.
- B. This Agreement is applicable to, and binding upon, the Parties, their principals, officers, agents, employees, administrators, representatives, assignees, successors, and all legal representatives thereof.
- C. This Agreement may only be amended or modified in writing. Should KCSO require an extension of time to meet any of the deadlines set forth herein, KCSO will contact DOJ to discuss the same. KCSO may seek to modify this Agreement because of changed conditions that make performance impossible by notifying DOJ in writing and setting forth the proposed modification and the facts to support it. Until DOJ agrees to the modification in writing, no modification will take effect. DOJ's agreement to modify this Agreement will not be unreasonably withheld, and will take into consideration KCSO's budget, staffing, and similar resource factors.
- D. This Agreement resolves this Title VI matter and is limited to the facts and issues presented during this investigation. This Agreement neither affects KCSO's continuing obligation to comply with Title VI nor precludes DOJ from taking appropriate action to evaluate KCSO's compliance with any laws or regulations enforced by DOJ.
- E. KCSO acknowledges its obligation, independent of this Agreement, 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.
- F. KCSO will not threaten, coerce, discriminate, or take other adverse actions against any individual for the purpose of interfering with any right or privilege secured by Title VI, including because that individual has made a complaint, testified, assisted, or participated in any manner in a Title VI investigation.
- G. This Agreement does not bar any individual from pursuing a Title VI complaint, or any other action allowed by law, against KCSO.
- H. If, during the course of this Agreement, DOJ determines that the KCSO has not complied with the terms of the Agreement, DOJ will provide the KCSO written notice of the noncompliance and the Parties will attempt to resolve the issue(s) in good faith. If DOJ determines during the monitoring of this Agreement that KCSO has not complied in good faith with the terms of this Agreement, DOJ will open a full investigation of this matter.

- I. Failure by DOJ to enforce this entire Agreement, or any provision thereof with regard to any deadline or any other provision herein, will not be construed as a waiver of DOJ's right to enforce the deadlines and provisions of this Agreement.
- J. The provisions herein constitute the entire agreement and no other statement or promise, either written or oral, made by either Party or agents of either Party regarding the matters raised herein, that is not contained or referred to in this Agreement, will be enforceable.
- K. Should any provision of this Agreement be declared or determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions will not be affected. The Parties will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
- L. This Agreement is a public document that will be posted in a conspicuous location on the public website or the equivalent of each Party for the duration of the Agreement and provided to any individual who requests a copy.
- M. The Effective Date of this Agreement is the date of the last signature below. The term of this Agreement is two years from the Effective Date of this Agreement.

Date: February 7, 2024

For the King County Sheriff's Office

BY Patricia Cole-Tindall

For the United States of America

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