

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
ALAMEDA COUNTY SHERIFF'S OFFICE
DEPARTMENT OF JUSTICE NUMBER 171-16-55

I. BACKGROUND

- A. Allegation.** In September 2018, the Department of Justice's Civil Rights Division ("DOJ") received information indicating that the Alameda County Sheriff's Office ("ACSO") may have engaged in national origin discrimination against individuals 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"). DOJ subsequently initiated an investigation to determine whether ACSO is complying with the nondiscrimination requirements of Title VI by taking reasonable steps to provide meaningful access to individuals with LEP.
- B. Jurisdiction.** Title VI prohibits discrimination based on race, color, or national origin in federally funded programs or activities. ACSO receives federal financial assistance from DOJ, and thus the United States has jurisdiction under Title VI to investigate ACSO and, where appropriate, negotiate and secure voluntary compliance.
- C. Investigation.** DOJ's investigation of ACSO is based upon DOJ's authority under 28 C.F.R. § 42.107 to, among other things, investigate reports, complaints, or any other information indicating a possible failure to comply with Title VI by a recipient of federal financial assistance from DOJ. DOJ's investigation included gathering information from community leaders and other stakeholders; interviewing ACSO personnel; reviewing ACSO policies, practices, procedures, and other documents and data; and reviewing body worn camera footage. Prior to DOJ's completion of this investigation, ACSO expressed an interest in resolving this investigation and agreed to improve its language access policies and procedures, ensure consistent and effective delivery of language assistance, and develop and implement language access training.
- D. Agreement.** To avoid the burdens and expenses of further investigation and potential enforcement action, DOJ and ACSO (the "Parties") agree as follows:

II. REQUIREMENTS

A. Policy and Structure

1. ACSO confirms that it will continue to: comply with Title VI; refrain from discrimination against individuals based on their national origin, including individuals with LEP; and take reasonable steps to ensure meaningful access to all individuals it encounters who are LEP at no cost to those individuals (except for any costs associated with reproduction as permitted under applicable laws), as described in this Agreement.
2. **Language Access Written Directive.** ACSO agrees to create a Language Access Written Directive (the “Written Directive”), which will serve to operationalize and formalize the measures below across ACSO. The Written Directive will include provisions to:
 - a. Provide training on how ACSO personnel can identify whether a person is LEP and their spoken language, including training on language-identification tools developed or issued by ACSO (e.g., “I Speak” cards);
 - b. Establish and ensure ACSO sworn personnel are trained on the preferred form of language assistance they are expected to provide based on the context of the interaction, including the type of enforcement activity and the nature of the communication at issue;
 - c. Require annual standardized language access training for ACSO personnel that interact with the public, annual anti-bias training for all ACSO personnel that interact with the public, and training for sworn staff certified to have bilingual proficiency (“bilingual sworn personnel”) regarding appropriate roles and ethics consistent with their approved responsibilities;
 - d. Establish or review existing guidelines on the use of written statements in languages other than English and consider any updates or modifications necessary to improve clarity;
 - e. Set standards for the use of children, family members, bystanders or automated electronic translations (e.g., Google translate) to assist ACSO sworn personnel in communicating with individuals with LEP only when exigent circumstances are present;
 - f. Ensure adequate training for ACSO personnel on how to confirm interpretations/translations when exigent circumstances necessitate the use of unqualified interpreters and examples of the types of cases where children and family are likely to be used for

interpretation, including concerns attendant to their use (e.g., in domestic violence incidents);

- g. Identify methods of how ACSO personnel can contact bilingual sworn personnel who can communicate with individuals with LEP as well as training on how to effectively work with bilingual sworn personnel;
- h. Ensure all dispatch operators have been trained to access telephone interpreters;
- i. Establish a framework for evaluating and identifying vital documents for translation, target languages for translation of these documents contingent on the determined language needs, and a timeline for accurate translation of identified vital documents and made available to ACSO personnel;
- j. Establish procedures for: obtaining and providing written translations of Miranda warnings/language, forms and other vital documents to individuals with LEP (as further set forth in Part II.C.2 below); interviewing witnesses with LEP; and interrogating suspects with LEP;
- k. Through an existing or relevant ACSO Record Management System (“RMS”), where a written record in the form of a police or incident report is created, track interactions with individuals with LEP to include the language spoken and the method of communication or language assistance used;
- l. Identify a process for translating critical information for the LEP community on the ACSO website that does not rely solely on automated translation tools (e.g., Google Translate) and is reviewed by a competent interpreter (who may be a bilingual sworn staff member), and so that individuals with LEP have meaningful access to any outgoing messages on public contact telephone lines;
- m. Seek community input and engagement to assist ACSO in responding to LEP needs as part of ACSO’s community outreach measures; and
- n. Identify and track demographics, including languages spoken, within each ACSO division and develop department-wide language access resources, as needed.

Within 180 days of development, ACSO will train all personnel on the Written Directive and immediately implement all requirements of the Written Directive.

3. **LEP Coordinator.** Within 30 days of the Effective Date of this Agreement, ACSO will propose a staff member to serve as its LEP Coordinator and submit the proposed LEP Coordinator's resumé, other relevant background information, and anticipated duties to DOJ for review and approval and identify the proposed LEP Coordinator's chain of command. The LEP Coordinator will be responsible for implementing and coordinating all aspects of ACSO's services for individuals with LEP and will serve as a resource and overall coordinator for ACSO. The LEP Coordinator will evaluate the language needs of ACSO including tracking demographic trends in ACSO that may warrant updating or revising procedures. The LEP Coordinator will monitor and adjust any language access procedures as needed to fit ACSO or the Alameda County community's needs. The LEP Coordinator will have or will obtain language access and anti-bias training and ensure ACSO personnel receive the language access training and any relevant updates or bulletins, consistent with this Agreement. ACSO will notify DOJ when another staff member is assigned as the LEP Coordinator for ACSO.
4. **Language Access Committee.** ACSO will consider convening an inaugural Language Access Committee meeting with representatives from ACSO's six divisions, training officers, dispatchers and other relevant stakeholders representing LEP community interests from within ACSO. The goal of this and subsequent quarterly meetings can be to ensure that the LEP Coordinator and ACSO personnel have the resources and information necessary to provide individuals with LEP with meaningful access to ACSO programs and activities, including, but not limited to, vital documents, activities, and communications. The Language Access Committee can, with information and guidance from the LEP Coordinator, assess goals and possible additional training relating to outreach to communities with LEP within ACSO's jurisdiction.

B. **Training**

1. **Language Access Training**
 - a. **Development.** The ACSO Regional Training Center ("RTC") will develop a mandatory language assistance training plan for sworn staff, training personnel, dispatchers, and any other personnel who interact with the public. After the initial training (which may be provided in-person or virtually), continued training on language assistance will be provided at least annually, using methods ACSO regularly uses for annual training. ACSO will ensure its existing training for new ACSO sworn staff and other personnel include this new language access-training.

- b. **Training Content.** Training curricula for the language access training will include (but will not be limited to) the topics included in the Written Directive (detailed in Part II.A.2 a-n above). The training also will include information about major languages spoken by Alameda County’s communities with LEP and any other task-specific language access issues.

2. **Additional Training**

- a. **Training for Bilingual Sworn Personnel.** The ACSO RTC will develop a training plan for bilingual sworn personnel that addresses issues regarding the provision of language access services in ACSO, and any other topics deemed necessary by the Language Access Coordinator. The training will be conducted using methods currently utilized by ACSO for similar training, including in-person training, training bulletins, virtual trainings or other methods. The training will include, but not be limited to, when the use of bilingual sworn personnel is appropriate or not appropriate, strategies for bilingual personnel to use when requested to provide services outside their skill set or scope of duties, and any recent issues or concerns raised by bilingual personnel.
- b. **Anti-bias Training for All ACSO Employees.** ACSO will continue to provide annual anti-bias training for all ACSO employees. ACSO will review its existing training and, if necessary, revise it to cover the Title VI prohibition on discrimination, including content relating to interactions with individuals or communities with LEP.

- 3. **Reporting.** Within 180 days of the Effective Date of this Agreement, ACSO will submit for DOJ’s review and approval, the training materials for all trainings above.

C. **Language Assistance Options**

- 1. **Communication Tools.** Consistent with the Written Directive, ACSO personnel will have access to, and training in the use of, a range of communication tools to interact with ACSO’s communities with LEP. Such tools will include:
 - a. Bilingual personnel;
 - b. Interpretation options, including, telephonic or video connectivity to an off-site interpreter;
 - c. Professional translation services for vital documents;

- d. Translated forms, notices, and ACSO web-based content; and
- e. Language identification materials (e.g., “I Speak” cards).

2. **Translation of Vital Documents.** Consistent with the Written Directive, the LEP Coordinator will develop a plan and framework for identifying vital documents for translation based on the language needs of ACSO and Alameda County’s LEP community. The Judicial Council of California states that “a document is vital if it contains information that is critical for obtaining services or providing awareness of rights, or is required by law,” and includes: “notices of rights; notices advising LEP persons of the availability of free language services; complaint forms; and letters or notices that require a response from the LEP court.” The LEP Coordinator will develop a plan for the translation of such documents (e.g., Miranda rights), which will include information addressing how ACSO will ensure that quality control standards are met. The LEP Coordinator will develop a protocol that ensures alternative access points for language populations whose languages are not typically covered (e.g., unwritten languages or languages less frequently spoken) to ensure those groups with LEP can still access translated versions of vital documents. ACSO will submit its list of proposed vital documents, target languages, and timeline to DOJ for review and approval.

3. **Recruitment, Hiring, and Effective Use of Bilingual Employees.** ACSO has taken steps to increase the recruitment and hiring of individuals who may qualify for designation as bilingual personnel and is committed to using bilingual assets to help to improve public and staff safety, response time, and efficiency, and enhance community policing. ACSO currently provides employees with the opportunity to receive bilingual certification. ACSO agrees to continue its efforts to effectively identify and qualify bilingual sworn personnel and employees by taking the following steps:

- a. Consider ways to conduct outreach and post job openings in locations and with organizations that provide notice to potential bilingual applicants, and targeting the top eight languages other than English spoken in Alameda County (e.g., Spanish, Cantonese, Mandarin, Arabic, Vietnamese, Filipino/Tagalog, Hindi, and Punjabi).
- b. Inform ACSO staff about its bilingual certification process and the need and benefit of such certification. ACSO will continue making available examinations through qualified administrators that test ACSO employees on the basis of their comprehension, communication, and interpretation proficiency. ACSO will additionally:

- i. Identify the skills and appropriate tasks for its bilingual employees.
- ii. Ensure that an updated list of assessed bilingual sworn personnel is available to all ACSO employees, and if applicable, setting forth any differences in the types of functions applicable to each staff member. This list should include the method of contacting a bilingual sworn personnel when needed. This list will be updated at least annually.

D. Notice, Outreach, and Partnerships with Communities with LEP

1. **Commitment to Communities with LEP.** ACSO is committed to strengthening its ties with all communities, including communities with LEP. To further its commitment, ACSO will incorporate the following outreach methods into its existing community outreach efforts:
 - a. Inform and engage communities with LEP and stakeholders about ACSO's language assistance services through targeted outreach to communities with LEP, engage in community meetings, targeted towards populations with LEP, when ACSO will provide language assistance services during these meetings and gather comments and concerns related to implementation of ACSO's Written Directive.
 - b. ACSO has developed numerous diverse language accessible communications in its stations to inform individuals with LEP of how to communicate with ACSO, evidencing their commitment to providing information to residents with LEP. Currently, ACSO duty stations provide individuals with LEP with several options such as televisions scrolling through repetitive information in different languages, brochures in several languages, and posters in the lobbies in different languages. ACSO's LEP Coordinator will review the current materials available and ensure that ACSO's website and all its duty stations post and maintain notices stating that interpreters or bilingual employees are available free of charge to individuals with LEP. These notices must also identify contact information for ACSO's LEP Coordinator and will develop a plan to post it in the top six languages spoken in each of ACSO's divisions within 180 days of the Effective Date.

E. Tracking and Reporting

1. **Capturing Language Data.** Within 180 days of the Effective Date of this Agreement, ACSO will develop and train all staff on using a standardized method through the existing RMS system or data collection system to

document contacts with individuals with LEP (this will be limited to those contacts ACSO personnel routinely documents in a report; contacts that are typically not documented will not be required to be documented, but could be at the discretion of ACSO personnel). As part of their report and/or disposition of the event, ACSO personnel will note the LEP status of individuals (where applicable), the primary language spoken, and the method of communication used by ACSO to interact with the individual. ACSO will continue to assess and modify its current system of record keeping to ensure ACSO can document this information electronically in a manner that can be assessed and monitored by the LEP Coordinator.

2. Monitoring and Reporting to DOJ

- a. ACSO will provide DOJ with status reports when requested by the DOJ, but no sooner than every 180 days starting from the issuance of ACSO's Written Directive, which will address each item in Parts II.A through E, as set forth below. The status reports will include, but may not be limited to, the following information:
 - i. Data reflecting language assistance services provided by ACSO 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 number of trainings, scheduled dates for future training, as noted in Parts II.B, training curricula, and trainers;
 - iv. ACSO's translation plan for vital documents, including any available examples in both English and the target language(s) as noted in Part II.C.2; and
 - v. Detailed description of any complaints ACSO receives related to language access and any disposition.
- b. DOJ will review each status report and will provide timely feedback to ACSO.
- c. For the first year of the Agreement, the Parties will meet, either in person or by video conference, quarterly, to discuss ACSO'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 6 months.

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 ACSO require an extension of time to meet any of the deadlines set forth herein, ACSO will contact DOJ to discuss the same. ACSO 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 will not be unreasonably withheld.
- D. This Agreement resolves this Title VI investigation and is limited to the facts and issues presented during this investigation. This Agreement neither affects ACSO's continuing obligation to comply with Title VI nor precludes DOJ from taking appropriate action to evaluate ACSO's compliance with any laws or regulations enforced by DOJ.
- E. ACSO acknowledges its obligation, independent of this Agreement, to ensure that all ACSO programs and services, and the programs and services of all entities that receive federal financial assistance from ACSO, comply with Title VI.
- F. ACSO 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 ACSO.
- H. If, during the course of this Agreement, DOJ determines that the ACSO has not complied with the terms of the Agreement, DOJ will provide the ACSO 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 ACSO has not complied in good faith with the terms of this Agreement, DOJ will resume its 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.

- A. 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.
- B. 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.
- C. 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.
- D. The Effective Date of this Agreement is the date of the last signature below. The term of this Agreement is three years from the issuance of ACSO's Written Directive.

Dated September 23, 2024
 For the Alameda County Sheriff's Office

BY 
 YESENIA SANCHEZ
 Sheriff-Coroner

APPROVED AS TO FORM:
 Donna R. Ziegler, County Counsel


 Clay J. Christianson
 Deputy County Counsel

Dated September 25, 2024
 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

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