

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE UNITED STATES OF AMERICA**

**AND**

**THE CITY AND COUNTY OF DENVER AND THE DENVER POLICE DEPARTMENT**

**DEPARTMENT OF JUSTICE NUMBER 171-16-55**

**I. BACKGROUND**

- A. Allegations.** In July 2018, the United States Attorney’s Office for the District of Colorado (USAO) received allegations that the Denver Police Department (DPD) engaged in national origin discrimination against limited English proficient (LEP) individuals 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”). In October 2018, the USAO, together with the Department of Justice’s Civil Rights Division (collectively “DOJ”), initiated an investigation to determine: (1) whether DPD failed to provide language assistance services to LEP individuals from Burma, including during arrests of such individuals; and (2) whether any language assistance provided deviated in quality, accuracy, or timeliness from the service provided to speakers of English or other languages, resulting in a failure to provide meaningful access.
- B. Jurisdiction.** Title VI prohibits discrimination based on race, color, or national origin in federally funded programs or activities. The United States has jurisdiction under Title VI to investigate DPD and, where appropriate, negotiate and secure voluntary compliance because DPD receives federal financial assistance from DOJ. Furthermore, if DOJ determines that DPD is not in compliance with its obligations under Title VI, it has a range of tools available that it may use to compel compliance.
- C. Investigation.** DOJ’s investigation of DPD 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 civilian witnesses; interviewing DPD officers and staff; reviewing DPD policies, practices, procedures, incident reports, and other documents and data; and reviewing body worn camera footage. The investigation revealed that in multiple encounters DPD officers used biased bystanders or children to interpret, or provided no interpretation at all. As a result of these practices, DPD officers arrested LEP individuals without informing them of the charges against them in a language they could understand; used minors to provide

language assistance; and relied on unqualified individuals to provide language assistance on behalf of DPD officers. DOJ's investigation also revealed DPD's interest in improving language access policies and procedures, ensuring consistent and effective delivery of language assistance, and developing and implementing language access training.

- D. Settlement.** In order to avoid the burdens and expenses of further investigation and potential enforcement action, DOJ, the City and County of Denver (the "City"), and DPD (collectively "the Parties") agree as follows:

## **II. REQUIREMENTS**

### **A. Policy and Structure**

- 1. Foundational documents.** The Parties agree that this Memorandum of Agreement ("Agreement"), DPD's revised Language Access Policy and Plan, as described in Part II.A.2, and division/subdivision specific procedures, as described in Part II.A.6, are foundational to aiding DPD in supporting public and officer safety, enabling community policing strategies, and enhancing compliance with Title VI. DPD agrees that it will: comply with Title VI; refrain from discrimination against individuals based on their national origin, including LEP individuals; and take reasonable steps to ensure meaningful access to all individuals it encounters who are LEP at no cost to those individuals.
- 2. Language Access Policy and Plan.** The Parties have negotiated and finalized an updated and consolidated Language Access Policy and Plan (Attached). Within 10 business days of the Effective Date of this Agreement, DPD's Chief of Police will sign, issue, and make effective the revised Language Access Policy and Plan. Thereafter, DPD will implement all requirements of the Policy and Plan. The Policy and Plan will, among other things, serve to operationalize the following measures across DPD:
  - a. Prohibit the use of children, family members, or bystanders to assist DPD officers in communicating with LEP individuals, except in exigent circumstances;
  - b. Facilitate accurate identification of LEP individuals and the language spoken during contacts with DPD;
  - c. Identify and disseminate contact information for bilingual officers who can communicate with LEP individuals;

- d. Establish procedures for interviewing LEP witnesses, interrogating LEP suspects, providing *Miranda* warnings to LEP individuals, and communicating with LEP individuals;
  - e. Track communications with LEP individuals on incident reports to include the language of each LEP individual and the type of language assistance that the LEP individual received;
  - f. Translate critical information for the LEP community on the DPD website; and,
  - g. Create a structure for community input and engagement to assist DPD in responding to LEP needs.
3. **LEP Coordinator.** Within 30 days of the Effective Date of this Agreement, DPD will propose a sworn officer to serve as its LEP Coordinator and submit the proposed LEP Coordinator's resume, other relevant background information, and anticipated duties to DOJ for review and approval. The LEP Coordinator is responsible for implementing and coordinating all aspects of DPD's services for LEP individuals and will serve as a resource and overall coordinator for the district-level language access points of contact, discussed in Part II.A.4, below. The LEP Coordinator will have or will obtain language access and anti-bias training. DPD will notify DOJ in advance of designating another sworn staff member as the LEP Coordinator.
4. **Language Access Points of Contact.** Within 60 days of the Effective Date of this Agreement, DPD will appoint a Language Access Point of Contact (LAPC) in each of DPD's six patrol districts to serve as a resource for fellow officers on language access procedures, resources, and tools. As each district is unique, the LAPC will be a supervisory employee holding the rank of Sergeant or higher who will adjust procedures to fit district needs, arrange regular district-specific training on language access procedures and issue updates, and track demographic trends in the district that may warrant updating or revising district procedures. LAPCs will review the district's language access response on at least an annual basis. DPD will provide to DOJ a list of the LAPCs, including the name, district, and rank of each LAPC.
5. **Language Access Committee.** Within 180 days of the Effective Date of this Agreement, the LEP Coordinator will convene an inaugural Language Access Committee meeting with LAPCs and representatives from the Police Academy, Bias-Motivated Crimes Unit, Crisis Services Bureau, Investigations, Community Resource Officers, bilingual officers, stakeholders representing LEP community interests from each district (where available), and any other relevant personnel. The goal of these

quarterly meetings is to ensure that DPD officers have the resources and information necessary to provide LEP individuals with meaningful access to DPD programs and activities. DPD will provide DOJ with notice of meeting dates, the agenda, a list of participants, and notes from each Language Access Committee meeting for the duration of this Agreement, as further set forth in Part II.D.1.d below.

6. **Division/Subdivision Specific Procedures.** Within 120 days of the Effective Date of this Agreement, DPD will draft and submit for DOJ review and approval, language access procedures to be utilized in each division or subdivision. DPD will develop these procedures after evaluating LEP interactions, languages encountered, existing assets, and other variables in its various operational divisions and/or subdivisions (Patrol, Traffic, Investigations, Domestic, etc.).
7. **DOJ Assistance.** The Parties agree that DOJ has assisted and will continue to assist DPD with: (1) revisions to its Operations Manual, plan, and policies as they relate to communications with LEP individuals; (2) developing solutions customized to the unique languages, demographically distinct districts, and division-specific missions of DPD; and (3) creating interactive training curricula and replicable modules that are integrated across divisions, job functions, and operational units.
8. **Deadlines.** Should DPD require an extension of time to meet any of the deadlines set forth herein, DPD will contact DOJ to discuss the same.

## **B. Training**

1. **Training Requirement.** The Parties will develop training to institutionalize language access practices. In developing training, DPD will consult with its Training Academy and Institutional Diversity and Equity Unit on effective and interactive training delivery methods. Within 180 days of the Effective Date of this Agreement, DPD will submit for DOJ's review and approval, the training materials for the trainings described in Part II.B.1.a-e below. Unless otherwise noted below, DPD will begin conducting the trainings described in Part II.B.1.a-e below, no later than 270 days from the Effective Date of this Agreement.
  - a. **General Training for All DPD Employees.** The City and DPD will conduct a mandatory training on DPD's Language Access Policy and Plan and general language access procedures for all DPD employees, including DPD contractors who have contact with the public. Training will be provided by video; however, DPD may elect to conduct live training for certain positions as it deems appropriate. DPD may elect to have DOJ conduct this training. Training curricula will cover, at minimum:

- i.** Demographics, including languages spoken, of each DPD patrol district;
- ii.** Department-wide language access resources;
- iii.** How to identify whether a person is LEP and their spoken language, including training on language-identification tools developed by DPD;
- iv.** Communicating effectively with an LEP person using a telephone, video, or in-person interpreter;
- v.** The preferred form of language assistance service DPD officers 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;
- vi.** The prohibition against the use of bystanders, children, and family as interpreters, barring exigent circumstances, and examples of the types of cases where children and family are likely to be used for interpretation, including concerns attendant to their use (for example in domestic violence incidents);
- vii.** The need to confirm interpretations/translations when exigent circumstances necessitate the use of unqualified interpreters;
- viii.** How to contact and effectively work with bilingual officers, and the limits on their use;
- ix.** Guidelines on the use of written statements in languages other than English;
- x.** How and where to obtain written translations of *Miranda* warnings/language, forms, and other vital documents;
- xi.** Concerns with the use of automated machine translations (e.g., Google translate); and
- xii.** Documenting interactions with LEP persons within DPD's system for managing contacts and encounters with members of the public, currently Versadex, and any other relevant DPD databases.

**b. In-Service Training**

- i. District -specific Training.** LAPCs will evaluate the language needs of their patrol districts and adapt the training curricula topics listed in Part B.1.a.i-xii. Training on language access procedures will be provided at least annually, and sworn staff assigned to a new district will receive training on any procedures specific to their duties within 30 days of joining the district.
  - ii. Division-specific Training.** DPD will develop training curricula that includes demographics of the relevant population(s) served, including major languages spoken by LEP communities, and order of language assistance priorities based on availability of bilingual officers, type of enforcement (e.g., traffic versus major crimes investigation), and other division-specific language access needs. Training on language access procedures will be provided at least annually, and sworn staff assigned to a new division or subdivision will receive training on any procedures specific to their duties within 30 days of joining the division or subdivision.
  - iii. Training Bulletins.** DPD will develop and issue language access training bulletins consisting of short handouts and videos on selected topics relating to language access procedures. These handouts and videos will be developed in concert with the Police Academy and the Institutional Diversity and Equity Unit.
- c. Police Academy and Field Training.** DPD will standardize language access training in the Police Academy and during initial field training based on the training curricula topics listed in Part II.B.1.a.i-xii. Both Police Academy and field training will incorporate effective use of Community Resource Officers and roleplay with Field Training Officers, as necessary.
- d. Training for Bilingual Officers.** The City and DPD will conduct an annual, mandatory training for bilingual officers that addresses interpretation and translation techniques, ethics, specialized terminology, and other topics to be determined by the Language Access Committee.
- e. Anti-bias Training for All DPD Employees.** On an annual basis, the City and DPD will conduct a half-hour mandatory anti-bias

training for all DPD employees covering the Title VI prohibition on discrimination, including content relating to interactions with LEP individuals or communities. DPD will submit the proposed trainer's resume and information about the trainer's expertise in training law enforcement on issues of anti-bias and policing diverse communities to DOJ for review and approval.

**C. Language Assistance Options**

- 1. Communication Tools.** At all times, consistent with the revised Language Access Policy and Plan and district expectations as set forth by LAPCs, DPD personnel will have access to, and training in the use of, a range of communication tools. Such tools will include:
  - a. Bilingual personnel, as set forth in Part II.C.3;
  - b. Interpretation options, including:
    - i. telephonic or video connectivity to an off-site interpreter; and
    - ii. access to in-person professional interpreters;
  - c. Professional translation services;
  - d. Translated forms, notices, and DPD web-based content; and
  - e. Language identification materials.
- 2. Translation of Vital Documents.** Within 120 days of the Effective Date of this Agreement, the LEP Coordinator will identify vital documents for translation, target languages for translation of these documents, and a timeline for accurate translation of identified vital documents. Vital documents are paper or electronic written material that contain information critical for accessing DPD's programs or activities, or is required by law, which may include *Miranda* warnings, traffic forms, and/or citations. DPD 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.** DPD 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 officer safety, response time, and efficiency, and enhance community policing. DPD agrees to continue its efforts to effectively identify and qualify bilingual officers and employees by taking the following steps:

- a. DPD will continue to conduct outreach and post job openings in locations and with organizations that provide notice to potential bilingual applicants. DPD's outreach efforts to bilingual applicants will target the top eight languages spoken in Denver.
- b. Within 120 days of the Effective Date of this Agreement, DPD will:
  - i. Report to DOJ the names, positions, and language assessment test scores of all bilingual personnel. DPD will identify which of the two levels of qualification each bilingual employee has achieved and designate the types of interactions appropriate for each skill level. To better capture the level of skill bilingual personnel possess, test scores should reflect speaking, reading, writing, understanding, translating, and interpreting abilities in a non-English language.
  - ii. Make the list of assessed bilingual officers available to all DPD employees, setting forth any differences in the types of functions applicable to each of the two categories of skill captured by the existing testing process. This list should include the contact information, shift(s), and district/division of each bilingual officer. This list will be updated every six months and must include the qualification level for each bilingual officer.
- c. Bilingual personnel must undergo training as set forth in Part II.B.d above.

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

- 1. **Commitment to LEP Communities.** DPD is committed to strengthening its ties with LEP communities. To further this commitment, DPD will provide the following notifications and information, and conduct the following outreach:
  - a. Within 60 days of the Effective Date of this Agreement, the job description of Community Resource Officers will be created and/or modified to include goals and possible additional training relating to outreach to LEP communities within their jurisdiction. DPD will submit the job description to DOJ for review and approval.
  - b. Within 90 days of the Effective Date of this Agreement, the Department of Safety will ensure all dispatch operators have been



trained to access telephone interpreters and that LEP individuals have meaningful access to any outgoing messages on public contact telephone lines.

- c. Within 180 days of the Effective Date of this Agreement, DPD will post and maintain notices – in every police station and on DPD’s website – stating that interpreters or bilingual employees are available free of charge to LEP individuals. These notices must also have the name and contact information for DPD’s LEP Coordinator and must be posted in the top eight languages spoken in Denver. DPD will submit the content of the notices to DOJ for review and approval within 150 days of the Effective Date of this Agreement.
- d. Within 180 days of the Effective Date of this Agreement, the Language Access Committee will develop a plan to inform and engage LEP communities and stakeholders about DPD’s language assistance services and submit that plan to DOJ for review and approval. The Committee’s plan will include targeted outreach to LEP communities to publicize DPD’s availability of interpretation services and quarterly meetings with the LEP community. DPD will provide language assistance services during these meetings and will gather comments and concerns related to implementation of DPD’s Language Access Policy and Plan. For the duration of this agreement, DPD will provide DOJ with 30 days’ notice in advance of the meeting date to permit DOJ an opportunity to observe the meeting. Notes from each meeting will be shared with DOJ and Community Resource Officers in each district within ten days of the meeting.

**E. Tracking and Reporting**

- 1. **Capturing Language Data in Versadex.** Within 120 days of the Effective Date of this Agreement, DPD will develop and train all staff on using a standardized method on Versadex, or its replacement system, if any, to indicate the LEP status of individuals who encounter DPD. DPD will also add a standalone field for the primary spoken language by LEP individuals.
- 2. **Monitoring and Reporting to DOJ.**
  - a. DPD will provide DOJ with status reports every 180 days starting from the issuance of DPD’s revised Language Access Policy and Plan, Part II.A.2, that 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.** Notes and attendance from Language Access Committee meetings as noted in Part II.A.5;
  - ii.** Data reflecting language assistance services provided by DPD staff and the languages in which such services were provided;
  - iii.** Usage of telephone interpretation by language;
  - iv.** Language access trainings provided, including number of trainings, scheduled dates for future training, as noted in Parts II.B, training curricula, trainers, and lists of attendees;
  - v.** List of assessed (or newly assessed) bilingual officers as noted in Part II.C.3;
  - vi.** Copies of Vital Documents in both English and translated into the target language(s) as noted in Part II.C.2; and
  - vii.** Frequency and resolution of complaints related to language access.
- b.** DOJ will review each status report and will provide timely feedback to DPD.
  - c.** For the duration of the Agreement, the Parties will meet, either in person or by video conference, at least every six months, or more frequently upon the request of either Party, to discuss DPD's progress in executing the Agreement, any problems encountered, and any recommendations for further improvement.

### **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. DPD 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 DPD's continuing obligation to comply with Title VI nor precludes DOJ from taking appropriate action to evaluate DPD's compliance with any laws or regulations enforced by DOJ.
- E.** DPD acknowledges its obligation, independent of this Agreement, to ensure that all DPD programs and services, and the programs and services of all entities that receive federal financial assistance from DPD, comply with Title VI.
- F.** DPD 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 DPD.
- H.** DOJ may review compliance with this Agreement at any time during the term of the Agreement. If DOJ believes that DPD has failed to comply in a timely manner with any obligation under Title VI or this Agreement, DOJ will issue DPD a notice of alleged non-compliance and will provide DPD a reasonable opportunity of no less than 45 days to respond. The Parties will attempt to resolve any issue in good faith, including but not limited to, a cure or corrective period of no less than 90 days. If the Parties are unable to resolve any issue, DOJ may pursue any action allowed by law. Venue for any dispute or enforcement of this Agreement will be the United States District Court for the District of Colorado.
- 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

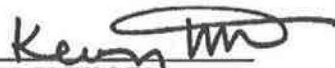
location on the public website or the equivalent of each Party for the duration of the Agreement and provided to any individual who requests a copy.

- M.** The Effective Date of this Agreement is the date of the last signature below. The term of this Agreement is three years from issuance of DPD's revised Language Access Policy and Plan. *See* Part II.A.2.


Fully executed on December 19, 2022 by:

For the City and County of Denver:

BY   
RON THOMAS  
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MATTHEW T. KIRSCH  
Attorney for the United States, Acting under  
Authority Conferred by 28 U.S.C. § 515

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