

**MEMORANDUM OF AGREEMENT BETWEEN THE  
UNITED STATES AND THE CITY OF HIGHLAND PARK, ILLINOIS**

This Memorandum of Agreement is entered into by the United States and the City of Highland Park, Illinois (the City). The City is a duly constituted municipal corporation under the laws of the State of Illinois, and operates the Highland Park Police Department (HPPD). This Memorandum of Agreement resolves the United States' investigation of allegations of discrimination in the provision of law enforcement services by the HPPD. The purpose of this Agreement is to provide for a cooperative effort by the United States, the City of Highland Park and the HPPD to institute management practices by the HPPD that will promote nondiscriminatory law enforcement. The United States commends the City for the substantial steps it has already undertaken to address the allegations of discriminatory police conduct. The United States also recognizes that the City has entered into a Consent Decree in *Ledford, et al. v. City of Highland Park*, No. 00 C 4212 (N.D. Ill. October 5, 2000) ("Consent Decree").

Accordingly, the parties agree as follows:

1. The terms of the Consent Decree in *Ledford, et al. v. City of Highland Park*, No. 00 C 4212 (N.D. Ill. October 5, 2000) are incorporated herein and the City shall comply with all paragraphs of the Consent Decree, with the exception of paragraphs 43, 57 and 58, which paragraphs are not incorporated and have no applicability to the United States. Specifically and without limitation of the foregoing, the City agrees to make available for inspection by the United States all of the documents and records referenced in paragraphs 53 through 56 of the Consent Decree, according to the protocol set forth in the letter from Steven M. Elrod to Harvey Grossman, dated March 8, 2001, with the understanding that all the data referenced in paragraph 53(b) is included in the data referenced in paragraph 53(a). In addition, the City represents and the United States accepts that the City has completed the installation of video and audio recording equipment on all of the vehicles currently operated by the HPPD which are required to be so equipped pursuant to paragraph 37 of the Consent Decree.
2. This Memorandum of Agreement is enforceable through an action for specific performance in federal court. Failure of any party to enforce this entire Memorandum of Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce other deadlines and provisions of this Memorandum. No person or entity is intended to be a third-party beneficiary of the provisions herein for purposes of any civil, criminal, or administrative action. No person or entity shall be entitled to assert any claim or right as a beneficiary or protected class under this memorandum in any civil, criminal, or administrative action. This Memorandum shall not be construed to authorize access to any City or HPPD documents by any person or entity that is not a party to this memorandum. Nothing in this Memorandum of Agreement shall be deemed or interpreted as adding the United States as a party to either the ACLU Consent Decree or the class action lawsuit, No. 00 C 4212, in which the Consent Decree was entered.
3. This Memorandum of Agreement does not preclude the United States from carrying out its law enforcement duties under Title VI of the Civil Rights Act of 1964 ("Title VI"), 42 U.S.C. § 2000d, or the Omnibus Crime Control and Safe Streets Act of 1968 ("Safe Streets Act"), 42 U.S.C. § 3789d(c), should a new complaint be filed with the United States against the City of Highland Park or the HPPD, or should the United States determine that a compliance review under Title VI or the Safe Streets Act is necessary. This Agreement also does not preclude the United States from carrying out its law enforcement duties or filing suit under the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. 14141, or under the Safe Streets Act, 42 U.S.C. 3789d(c)(3), should the United States receive new information indicating possible violations of those statutes.
4. The investigation of complaints the United States received in 2000, alleging that command staff and

officers of the HPPD had violated 42 U.S.C. § 14141, Title VI, and the Safe Streets Act by discriminating in law enforcement on the basis of race and national origin, now having been resolved; the United States represents that as of the date the parties sign this Memorandum, the City is not the subject of any other investigation or action by the Department of Justice, under 42 U.S.C. § 14141, Title VI, or the Safe Streets Act, concerning discrimination in the provision of law enforcement services.

5. Nothing in this Memorandum of Agreement shall be construed as an acknowledgment, an admission or evidence of liability of the City under 42 U.S.C. § 14141, Title VI, the Safe Streets Act, or the Constitution, or an acknowledgment, an admission, or evidence of liability of any HPPD officer under federal or state law. By entering into this Memorandum, the City does not imply that it has ever adopted or condoned any policy, practice or custom requiring or allowing racial profiling by the HPPD.

6. This Memorandum constitutes the entire Memorandum of Agreement between the parties and supercedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Memorandum. No amendment or modification to this Memorandum shall be effective unless and until it is reduced to writing, and approved and executed by the parties to this Memorandum in accordance with all applicable statutory procedures.

7. The effective date of this Memorandum of Agreement shall be the date of entry of the Consent Decree, and this Agreement shall terminate in five years from that date; provided, however, it shall terminate in three years from that date if both of the following conditions are met: (1) the HPPD is in compliance as of the third anniversary of the effective date of this Agreement, with all provisions and obligations set forth in paragraphs 30 through 56 of the Consent Decree, inclusive; and (2) in the event that there has been an allegation of a violation of any of the aforesaid paragraphs, there has been an investigation and response by the HPPD that the United States considers to be effective, timely and adequate. If the plaintiffs in *Ledford, et al. v. City of Highland Park*, No. 00 C 4212 (N.D. Ill. October 5, 2000), agree to terminate their Consent Decree after three years, the United States' agreement to terminate this Memorandum of Agreement shall not be unreasonably withheld.

For the City of Highland Park:

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DAVID LIMARDI  
City Manager

Date: \_\_\_\_\_

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