

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. ATTORNEY'S OFFICE SOUTHERN DISTRICT OF INDIANA
AND
INDIANAPOLIS METROPOLITAN POLICE DEPARTMENT
CONCERNING OPERATION LEGEND

This Memorandum of Understanding (MOU) is entered into between the U.S. ATTORNEY'S OFFICE SOUTHERN DISTRICT OF INDIANA, and the INDIANAPOLIS METROPOLITAN POLICE DEPARTMENT for Operation Legend.

I. OBJECTIVE

The objective of Operation Legend is to combat violent crime by building federal cases against violent actors and their organizations.

II. SPECIFIC RESPONSIBILITIES

The INDIANAPOLIS METROPOLITAN POLICE DEPARTMENT will to work proactively with the U.S. ATTORNEY'S OFFICE SOUTHERN DISTRICT OF INDIANA to assist in the investigation and prosecution of targets involved in gangs, drug trafficking and other violent crime related issues. This includes the sharing of state and local law enforcement data and information with the U.S. ATTORNEY'S OFFICE SOUTHERN DISTRICT OF INDIANA and federal investigative and law enforcement agencies for such purposes.

III. APPLICABILITY

The undersigned agrees to comply with the provisions of the U.S. Department of Justice Criminal Intelligence Systems Operating Policies, 28 CFR Part 23. Some information exchanged under this MOU may identify U.S. persons whose information is protected by the Privacy Act of 1974, 5 U.S.C. § 552A. The undersigned will ensure that all such information will be handled lawfully pursuant to the provisions thereof. The parties will also, as applicable, comply with any state privacy law(s), rule(s), regulation(s), or procedure(s).

IV. EFFECT OF THIS AGREEMENT


- A. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise against any of the parties, their parent agencies, the U.S., or the officers, employees, agents, or other associated personnel thereof. The parties will seek to resolve any disputes regarding this MOU by mutual consultation.

- B. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
- C. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- D. Each party entering into this MOU warrants that it has legal authority to enter into this MOU for the specified objectives.
- E. Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.
- F. Each party will provide appropriate training regarding the responsibilities under this MOU to individuals whose information-sharing activities are covered by the provisions of this MOU.

V. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- A. This agreement shall be effective when executed by all of the parties and will continue in effect until terminated. This agreement may be modified at any time by written consent of all parties.
- B. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least thirty (30) days prior to withdrawal. This MOU will be reviewed annually to ensure that the terms remain current, complete, and relevant.
- C. This MOU is the exclusive statement of the parties with respect to its subject matter and supersedes any and all prior agreement(s), negotiation(s), representation(s), and/or proposal(s), written or verbal, relating to its subject matter.

FOR THE U.S. ATTORNEY'S OFFICE SOUTHERN DISTRICT OF INDIANA



JOSH J. MINKLER
UNITED STATES ATTORNEY

8-19-20
DATE

FOR THE INDIANAPOLIS METROPOLITIAN POLICE DEPARTMENT



RANDAL TAYLOR
CHIEF OF POLICE

8-26-20
DATE