

## **MEMORANDUM OF UNDERSTANDING REGARDING THE MISSISSIPPI INTELLECTUAL PROPERTY TASK FORCE**

**Nothing in this Memorandum of Understanding (MOU) should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies to this agreement.**

### **Purpose**

This MOU establishes and delineates the mission of the Mississippi Intellectual Property Theft Task Force (Task Force) effort. This MOU formalizes the relationships between the undersigned agencies in order to foster efficiency in the investigation and prosecution of intellectual property crimes in Mississippi.

The undersigned law enforcement agencies desire to assist one another in enforcing the General Statutes of Mississippi by establishing and maintaining the undersigned Assisting Agency's participation in the Task Force established by the Mississippi Attorney General's Office (AGO).

The undersigned law enforcement agencies agree that this MOU mutually benefits each agency in the form of enhanced capabilities and efficiency for providing law enforcement services within each agency's jurisdiction.

### **Mission**

The mission of the Task Force is to further the education and awareness, investigation, and prosecution of intellectual property crimes related to counterfeit opioids within the state.

### **Authority**

The Mississippi Attorney General's Office is a state law-enforcement agency that employs sworn law enforcement officers possessing statewide jurisdiction to investigate criminal violations of Mississippi's intellectual property laws, which include but are not limited to Miss. Code Ann. §§ 97-21-1 et seq. and Miss. Code Ann. §§ 41-29-146 et seq.

Each Assisting Agency has jurisdiction to investigate criminal violations of Mississippi's intellectual property laws, which include, but are not limited to Miss. Code Ann. §§ 97-21-1 et seq. (Forgery and Counterfeiting) and Miss. Code Ann. §§ 41-29-1 et seq. (False representation of prescription or legend drug), within the Assisting Agency's jurisdiction.

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### Definitions

In this MOU:

1. "Assisting Agency" means the undersigned local, state or federal law enforcement agency.
2. "Assisting Agency Liaison" means the head of the undersigned local, state or federal law enforcement agency or that person's designee.
3. "Assisting Officer" means a law enforcement officer employed or sworn by the undersigned Assisting Agency.
4. "AGO" means the Mississippi Attorney General's Office.
5. "AGO Liaison" means the Attorney General or her designated officer.
6. "AGO Officer" means a law enforcement officer employed or sworn by the AGO.
7. "Writing" means a written record of communication constructed or delivered in either paper or electronic format, including electronic mail.

### Terms of MOU

The undersigned agencies agree that the terms and conditions of this MOU shall be as follows:

1. **Creation of Mutual Aid Relationship.** Execution of this MOU by the undersigned agencies constitutes and is deemed to be a standing request for assistance and an agreement to lend assistance, as manpower and resources permit, to each other in carrying out lawful responsibilities and enforcing the laws of Mississippi.
2. **Description of Mutual Aid Services.** Services contemplated under this MOU include allowing Assisting Officer(s) and AGO Officer(s) to work temporarily with each other, including in an undercover capacity, within the Assisting Agency's territorial jurisdiction. The AGO will lend equipment, supplies and manpower to Assisting Agencies as needed.
3. **Standard Method for Requesting Temporary Assistance.** When the AGO or an Assisting Agency needs temporary assistance pursuant to this MOU, the AGO Liaison or the Assisting Agency Liaison shall notify the other in writing of the need for such assistance. The AGO and the Assisting Agency shall honor the request for assistance by the other, unless the AGO Liaison or the Assisting Agency Liaison determines that providing the requested assistance will impair the capacity of the AGO or the Assisting Agency to provide law enforcement services to its own jurisdiction. In that event, the AGO Liaison or the Assisting Agency Liaison shall promptly notify the other that the request for assistance cannot be honored.



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4. **Emergency Method for Requesting Temporary Assistance.** In an emergency situation, the AGO Liaison or Assisting Agency Liaison may notify the other of the need for emergency assistance by telephone, DCI message or radio contact. The AGO Liaison or Assisting Agency Liaison shall provide confirmation of the emergency assistance request to the other as soon as possible.
5. **Lead Law Enforcement Agency.** If the AGO and Assisting Agency are operating pursuant to this MOU at the request of the Assisting Agency, the Assisting Agency shall be the lead law enforcement agency. If the AGO and Assisting Agency are operating pursuant to this MOU at the request of the AGO, the AGO shall be the lead law enforcement agency.
6. **Equipment Responsibilities.** The AGO Officer(s) or Assisting Officer(s) shall report for duty with the equipment issued by the AGO or Assisting Agency necessary for use in order to accomplish tasks assigned during the law enforcement activities. The AGO shall supply the Assisting Officer(s) with additional equipment, supplies and/or support personnel, as deemed appropriate by the AGO.
7. **Assisting Officer(s) Remain Subject to Personnel and Administrative Control of Assisting Agency.** For personnel and administrative purposes, the temporarily assigned Assisting Officer(s) shall remain under the control of the Assisting Agency. Assisting Officer(s) shall be entitled to pay, worker's compensation, and other benefits to the same extent as if the Assisting Officer(s) was functioning within the normal scope of the Assisting Officer's duties with the Assisting Agency.
8. **AGO and Assisting Agency Rules Still Apply to Respective Officers.** The rules and regulations of each agency shall apply at all times to officers of that agency. Any disciplinary actions arising from the conduct or actions of an Assisting Officer shall be the responsibility of the Assisting Agency. Any disciplinary actions arising from the conduct or actions of an AGO Officer shall be the responsibility of the AGO.
9. **AGO Officer May Relieve Assisting Officer from Participation in Law Enforcement Activities.** When the AGO is acting as the lead law enforcement agency, the AGO Officer leading the law enforcement activities may, at any time, relieve Assisting Officer(s) from duty in the investigation. The AGO Officer shall immediately forward a written statement setting forth the reason for relieving Assisting Officer(s) to the Assisting Agency Liaison.
10. **Civil Liability Protections.** While temporarily assigned to assist the AGO, the Assisting Officer(s) shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and the payment of judgments) as those normally possessed by the Assisting Officer(s). Assisting

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Officer(s) will be covered by the liability plan of his or her employer.

11. **Express Reservations.** Nothing in this MOU shall be deemed to create an employment or agency relationship between the AGO or the State of Mississippi and any Assisting Agency or Assisting Officer.
12. **Media.** When the AGO is acting as the lead law enforcement agency, all relations or contacts with the media pertaining to that matter, including media releases, investigations or arrests, will be made by the AGO. When the Assisting Agency is acting as lead law enforcement agency, relations or contacts with the media pertaining to that matter, including media releases, investigations or arrests, may be made by the Assisting Agency as the Assisting Agency deems appropriate. At no time will any information pertaining to the Task Force itself be released to the media without the prior approval of the AGO.
13. **Agency Property.** The AGO and Assisting Agency agree that there is no liability for any damage or injury to the property of the AGO incurred in the course and scope of a temporarily assigned Assisting Officer's duties, provided the property was properly used or operated at the time of the damage or injury. The AGO and Assisting Agency agree that there is no liability for any damage or injury to the property of the Assisting Agency incurred in the course and scope of the AGO's law enforcement operations arising under this MOU, provided the property was properly used or operated at the time of the damage or injury. This MOU shall not, however, be construed as a bar to any other rights or claims, either direct or by way of subrogation, which either agency shall have against any other entity, party or person.
14. **Assisting Officer Jurisdiction.** Unless otherwise designated by the AGO in a particular investigation, an Assisting Officer located outside the Assisting Agency's territorial jurisdiction possesses no additional territorial and/or subject matter jurisdiction than that normally possessed by the Assisting Officer(s).
15. **MOU Not Exclusive.** This MOU shall in no way affect any other mutual aid agreement entered into by the parties.
16. **MOU Does Not Limit Officer Jurisdiction or Statutory Authority.** Nothing in this MOU shall be construed to limit or reduce any agency's or law enforcement officer's constitutional authority, common law authority or statutory authority.
17. **Procedure for Terminating MOU Early.** In the event a participating law enforcement agency should desire to withdraw from this agreement prior to the expiration date



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specified below, the withdrawing agency head shall provide written notice to the other participating agency head of the effective date of such withdrawal.

18. **Status of MOU upon Change of Actual Agency Head.** Upon the appointment or election of a different agency head for a participating law enforcement agency, the parties agree that this MOU shall continue until the new agency head executes a new agreement or provides notice of intent to withdraw from this MOU. The parties agree to provide the new agency head with prompt notice of the existence of this MOU and the new agency head's authority to continue or terminate this MOU.

19. **Dispute Resolution.** In the event a dispute arises between the parties concerning the terms of this MOU, the parties agree to meet promptly to conduct good faith efforts to resolve the dispute upon terms agreeable to each party. In the event the parties cannot resolve the dispute, the parties agree to terminate this MOU.


20. **MOU Expiration Date.** This MOU shall be effective from and after the latest signature date below and will expire on September 30, 2024 unless terminated sooner pursuant to Paragraph 17 or Paragraph 18 above.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI ATTORNEY GENERAL'S OFFICE

 \_\_\_\_\_ Date: \_\_\_\_\_  
Lynn Fitch, Attorney General

AGENCY NAME

 \_\_\_\_\_ Date: 8/20/2024  
Name, Title JOHN TOBY SCHWARTZ.  
CHIEF OF POLICE  
BAY ST. LOUIS POLICE DEPT.  
COUNCIL APPROVED  
ON THIS DATE