

**2021 MEMORANDUM OF AGREEMENT
BETWEEN THE
FEDERAL BUREAU OF INVESTIGATION
AND THE
FBI CITIZENS ACADEMY ALUMNI ASSOCIATION**

This Memorandum of Agreement (MOA) constitutes an agreement between the Federal Bureau of Investigation (FBI) through its Detroit Field Office (field office) and the FBI Detroit Citizens Academy Alumni Association Chapter (FBICAAA), a non-profit organization separate and apart from the FBI. All previous memoranda of agreement or understanding between these parties are hereby terminated and revoked.

I. PURPOSE

This MOA outlines the relationship between the FBI and the FBICAAA.

II. AUTHORITY

Authorities for the FBI to enter into this MOA include, but are not limited to, 28 U.S.C. § 533; and 28 C.F.R. § 0.85. Coordination between the FBI and the FBICAAA will be conducted based upon the guidelines contained herein.

III. BACKGROUND

The FBI conducts Citizens Academy classes and engages with FBI Citizens Academy Alumni Associations nationwide as part of its Community Outreach Program. The goal of the Community Outreach Program is to support the FBI's missions by enhancing mutual understanding with the communities that the FBI serves and by partnering with community organizations in activities of mutual benefit.

The FBI National CAAA (FBINCAAA) and each of the local FBICAAA chapters are private, non-profit corporations, associated with, but not part of the FBI. Their members promote safer communities through community service projects and educating business, labor, media, medical, minority, religious, government, senior citizens, and other community leaders about law enforcement, with particular emphasis on the mission and resources of the FBI.

FBI Headquarters has entered into an MOA with the FBINCAAA to create and administer a program ensuring that each local FBICAAA board receives training on best practices for the governance of non-profits, model documents, and other resources to assist in the development and administration of the local FBICAAA. Additionally, the FBINCAAA is charged with providing oversight and accountability of CAAs through execution and enforcement of a chapter affiliation agreement and implementation of an annual review program. The purpose of the

program is to ensure that individual FBICAAA operations and activities do not conflict with the best interests of the FBI and that each CAAA is a valid legal entity in good standing with local, state and federal corporate, charitable and tax laws.

The FBICAAA's goals include:

- Providing members with resources, training, information, and technical assistance supporting the use of best practices, priorities and the mission needs of the FBI
- Educating local communities about federal law enforcement issues and challenges
- Undertaking other activities in consultation with the local field office head that are consistent with FBICAAA priorities and with the mission needs of the FBI

IV. RESPONSIBILITIES

In fulfilling the purpose of this MOA, the parties to this agreement, subject to applicable legal limitations and requirements, agree to fully cooperate, participate, and be responsible for the following activities under this agreement:

The FBI will be responsible for the following:

- The FBI field office will designate a community outreach specialist to coordinate with the FBICAAA board of directors when addressing local Citizens Academy initiatives.
- The FBI field office will review all FBICAAA initiatives to ensure they do not conflict with the best interests of the FBI.

The FBICAAA will be responsible for the following:

- The FBICAAA will exercise independent judgment and tap the creativity of its members to develop effective approaches to community outreach in support of the mutual interests of the FBI, its members, and their communities.
- The FBICAAA will work to establish goals, objectives, and critical paths to guide its interaction with the FBI, its members, and the local community. The goals and objectives for the following year are outlined in Exhibit A attached hereto, which will be updated on an annual basis.
- The FBICAAA will participate with the FBINCAAA in receiving training for board members and adopting best practices for governance, and will cooperate with the FBINCAAA in periodic reviews of its administrative records, finances, and internal policies to provide the accountability necessary to ensure the overall integrity of the Citizens Academy program nationally. These efforts will be documented and the FBICAAA agrees that any such reviews conducted by the FBINCAAA may be shared with the FBI field office and/or FBI Headquarters.
- The FBICAAA chapters will remain in compliance and ensure that members are in good

standing. The FBICAAA will enter into and maintain strict compliance with a chapter affiliation agreement between the FBICAAA and the FBINCAAA including, without limitation, a code of conduct and ethics policy, sexual harassment policy, conflict of interest policy, document retention policy, and whistleblower protection policy.

V. USE OF FBI NAME AND INITIALS

The parties acknowledge that the use of the FBI's name and initials in the FBICAA's name reflects both the nature of the FBICAAA's membership and the mutually beneficial relationship and shared goals between the organizations. Use of the FBI's name or initials, however, might also, in some circumstances, confuse members of the public regarding the separate, private nature of the FBICAAA, or might misleadingly suggest that the FBI has approved, authorized, or endorsed the FBICAAA's actions or communications. Such uses could be adverse to the interests of the FBI; could constitute a violation of Title 28 U.S. Code, Section 709, which prohibits use of the FBI's name or initials in such a manner without authorization from the FBI; and could violate other laws as well. The FBI therefore authorizes the use of FBI name or initials in the name of the FBICAAA, subject to the restrictions stated in this agreement.

The FBICAAA understands and agrees that the FBI, acting through the local field office head or the FBI's assistant director for the Office of Public Affairs, may, in its sole discretion, revoke the FBICAAA's authorization to use the FBI name or initials, terminate this MOA and its relationship with the FBICAAA, and take other lawful remedial action, if it determines that the FBICAAA's conduct or activities, or those of its officials, are inconsistent with, conflict with, or are otherwise detrimental to the interests of the FBI's mission or the best interests of the United States. The FBI may also take such action if the FBICAAA fails to comply with reasonable requests, from either the FBI or the FBINCAAA, for documentation or other assurance that the FBICAAA, or its officials, are in compliance with the chapter affiliation agreement; applicable laws, including state and federal tax laws; or the requirements of this MOA. Should termination of the MOA occur, the FBICAAA agrees to officially remove the letters "FBI" from their organization name in all places where it is registered and/or used within 90 days. If feasible, the FBI will endeavor to provide the FBICAAA with reasonable notice and an opportunity to correct prior to taking such action.

VI. LIMITATIONS

The FBICAAA may use the name and initials of the FBI as part of its organizational name unless such authorization is revoked pursuant to Section V. The FBICAAA shall take all appropriate measures necessary to ensure that its communications and activities do not appear to be those of the Federal Bureau of Investigation.

The FBICAAA acknowledges and agrees that: (1) the FBI is the sole owner of its name and initials; (2) the FBI does not consent to the FBICAAA or any other outside organization registering a name with the U.S. Patent and Trademark Office (PTO) that includes "FBI" or which spells out or makes reference to the "Federal Bureau of Investigation"; and (3) the

FBICAAA will not seek to trademark a name with the PTO that includes "FBI" or which spells out or makes reference to the "Federal Bureau of Investigation."

The FBICAAA may not use the FBI's official seal without the specific approval of the FBI's Office of the General Counsel. The FBICAAA may not use the FBI badge or other FBI insignia without the specific approval of the responsible FBI official.

All FBICAAA letterhead, communications, and fundraising or lobbying literature must include a legible and prominent disclaimer to the effect: "The FBI (option to insert official chapter name) CAAA is a non-profit organization separate and apart from the FBI."

Representatives of the FBICAAA may not speak or appear to speak on behalf of the FBI, nor represent or imply that they are agents or employees of the FBI.

All fundraising or solicitations on federal property must adhere to applicable federal regulations at 41 C.F.R. 102-74 Subpart C.

The FBICAAA may not offer or provide a nomination or access to the Citizens Academy for monetary or other financial consideration as part of its fundraising efforts. Nominations shall be based solely on the needs and criteria established by the FBI.

VII. FUNDING

The parties acknowledge and agree that this MOA is not an obligation or commitment of personnel or funds, nor a basis for the transfer of funds, but rather is a basic statement of the agreement between the parties. Unless otherwise agreed in writing, each party is to bear its own costs in relation to this MOA. Expenditures by the FBI 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 MOA in no way implies that funds will be made available for such expenditures.

VIII. KEY OFFICIALS

The local FBI field office head and the FBICAAA president, or their designees, are the key officials responsible for fulfilling the duties and obligations for this MOA.

IX. UNDERSTANDING OF THE PARTIES

Although the parties acknowledge that this MOA is not entered into as a legally binding agreement enforceable in a court of law, it is an expression of the desires, goals, purposes, and intentions of the parties concerned. This MOA does not confer, grant, or authorize any rights, privileges, or obligations as to any third parties.

X. AMENDMENT AND TERMINATION

This MOA shall remain in effect for one year and becomes effective upon the last date of signature by the duly authorized representatives of the parties noted. This MOA may only be amended by written agreement of the parties. Each party retains the right to terminate its participation immediately, but shall endeavor to provide at least 30 days advance written notice of its intent to terminate. The FBI's right to immediately, in its sole discretion, revoke the authority of the FBICAAA to operate under any name that includes "FBI" or that makes reference to the Federal Bureau of Investigation as set forth above shall survive any termination of this agreement.

FBI

**FBI CITIZENS ACADEMY
ALUMNI ASSOCIATION**

Division Head

Date

President

Date

EXHIBIT A

GOALS AND OBJECTIVES FOR THE YEAR

This exhibit will be completed following a strategic planning and goal-setting session between the board of the FBICAAA and FBI field office personnel. The goals and objectives listed are to be concrete, actionable items with the ability to define successes and measure outcomes. The goals and objectives must be in sync with the FBI field office's strategic goals for the upcoming year. At the end of the year, the FBI field office representatives and the FBICAAA board of directors will conduct a review session to review performance to ensure accountability of the process.

Attach any information relative to Exhibit A to this document.

EXHIBIT A

GOALS AND OBJECTIVES FOR THE YEAR 2021

- Develop and host FBIDCAAA Membership Education Forums with the field office to share current crime trends and information.
- Develop and start a FBIDCAAA Online Newsletter to enhance communication and foster participation within the local chapter.
- Partner with or participate in all FBI Community Service initiatives as requested by the FBI Detroit Office, including but not limited to presentations, grade school mentoring & career fair events, community's food & backpack giveaways, and other field office related events.
- Coordinate community awareness information sessions promoting FBI public awareness campaigns and other safety topics within the various communities.
- Collaborate with local police departments (Oakland County Sheriff's Office, Birmingham Police Department, etc.) in their community outreach efforts.
- Participate in the Field office's citizens academy class, teen academy, and junior special agent program as volunteers and presenters.
- Host the 4th Annual Holiday Mixer to present our "2021 Year in Review" accomplishments, engage our membership base and FBI Office, and fundraise for 2022.