

**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 Norfolk Field Office (field office) and the FBI Norfolk 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 for FBI Norfolk Field Office and FBINORCAAA 2021 MOA



### FBI Norfolk Citizens Academy Alumni Association

#### 2021 MOA Goals

#### **STRATEGIC OBJECTIVES**

- To increase public awareness, understanding and goodwill for the FBI Norfolk Field Office's mission, resources, and priorities.
- To improve public safety through community education, programs, and resources which address the causes, risks and prevention of criminal activity.

#### **MOA GOALS AND INITIATIVES**

1. Strengthen relationships among law enforcement leaders, with a focus on expanding our Annual Law Enforcement Symposium for federal, state and local law enforcement professionals; In 2021, we will:
  - i. Host the 12<sup>th</sup> Annual FBI Norfolk CAAA Law Enforcement Symposium.
  - ii. Develop an Emergency Response Team to support law enforcement working the crime scenes of mass casualties, and other disasters that may affect our community.
2. Provide opportunities for youth interested in law enforcement and public service careers to attend the FBI Future Agents in Training teen academy. In 2021, we will:
  - i. Support promotion and recruitment of candidates for the FAIT program, and provide volunteers to assist with activities and hospitality during the program.
3. Foster diversity and inclusion through programs that help citizens, organizations, and law enforcement work together as members of a diverse society. In 2021, we will:
  - i. Participate as requested by the FBI Field Office in their Community Roundtable programs and discussions.

4. Provide volunteers and resources to support FBI outreach programs, as well as community service initiatives addressing the needs of citizens and neighborhoods; in 2021, this will include:
  - i. FBI Norfolk Field Office CREST programs
  - ii. Civic events such as Engage Norfolk, Neighborhood Expo, etc.
  - iii. Food and supply drives for at risk communities
5. Raise awareness of issues and criminal activities that threaten public safety and providing citizens with information and resources, with an emphasis in 2021 on:
  - i. Cyber Safety for Children
  - ii. Cyber Crimes and Fraud Targeting Seniors
  - iii. Situational Awareness and Response Training
  - iv. Other Emerging Issues of Importance to the FBI (e.g., COVID fraud activity, etc.)
6. Host events to support FBI recruiting priorities; in 2021, we will
  - i. Promote and host two recruiting seminars
7. Increase awareness of the mission and activities of the FBI Norfolk CAAA programs and events through proactive publicity; in 2021, we will:
  - i. Develop and implement a communications plan to increase promotions across traditional, digital, and social communications channels.