

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

This Memorandum of Understanding (MOU) constitutes an agreement between the Federal Bureau of Investigation San Diego Field Office (hereinafter known as the "FBI") and the FBI San Diego Citizens Academy Alumni Association Chapter in San Diego, California (hereinafter known as the "FBISDCAAA").

**I. PURPOSE**

It is the intent of the FBI's Office of Public Affairs (OPA), Community Relations Unit (CRU) in conjunction with the FBI San Diego Field Office and the FBISDCAAA that this Memorandum of Understanding (MOU) provides an outline of the purpose and intent of the parties, and to enhance the cooperative spirit between the two, which is continuing to grow. This MOU also defines and clarifies certain roles and responsibilities that exist between the FBI and FBISDCAAA. It also sets forth the relationship of the FBI National Citizens Academy Alumni Association, Inc. (FBINCAAA) with both the FBI and the FBISDCAAA. .

**II. AUTHORITY**

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

The FBISDCAAA agrees that the FBI may in its sole discretion revoke the authority of the FBISDCAAA to operate under any name that includes "FBI" or which makes reference to the Federal Bureau of Investigation, if the FBI determines that the FBISDCAAA activities conflict with the FBI's mission, or for any other reason within the FBI's sole discretion. The FBI also has the sole discretion to revoke this authority if deemed appropriate if the FBISDCAAA fails to respond to reasonable requests made by the FBINCAAA for documentation confirming the FBISDCAAA is in good standing, such as requests for proof of compliance with state and federal corporate and tax laws.

**III. BACKGROUND**

In keeping with the FBI's priorities, the FBI Community Outreach Program's main focus is crime prevention and information sharing strategies in three areas:

- 1) The FBI's Citizens Academy program;
- 2) Partnerships and associations with ethnic and minority groups designed to enhance public awareness of terrorism prevention and safety initiatives; and
- 3) Crime and violence prevention programs.

The Citizens Academy Program, which operates in all of the FBI's field offices, is designed to

afford business and community leaders with an inside look at the FBI investigative techniques and procedures and to undertake activities consistent with the expressed FBI priorities.

The 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, resources, and limitations of the FBI. In addition to the priorities of the FBI Community Outreach Program, the FBISDCAAA goals include:

- a) Providing members with resources, training, information, and technical assistance supporting the use of best practices, priorities and the mission needs of the FBI;
- b) Educating local communities about federal law enforcement issues and challenges; and
- c) Undertaking other activities in consultation with the local Special Agent in Charge which are consistent with FBISDCAAA priorities, and with the mission needs of the FBI.

#### **IV. RESPONSIBILITIES**

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

**(a) The FBI will be responsible for the following:**

- The FBI San Diego Field Office will designate a Community Outreach Specialist to coordinate with the FBISDCAAA Board of Directors when addressing local Citizens Academy initiatives.
- The FBI San Diego Field Office will review all FBISDCAAA initiatives to ensure they do not conflict with the best interests of the FBI.

**(b) The FBISDCAAA will be responsible for the following:**

- The FBISDCAAA 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 FBISDCAAA will work to establish goals, objectives, and critical paths to guide its interaction with the FBI, its members, and the local community.

The FBISDCAAA has established the following specific goals for the calendar year 2016, fully described as follows:

- Support the FBI Community Outreach Programs as appropriate.
- Promote the FBI Child ID App at community events and with organizations.



- Establish a community event for National Missing Child Day in May.
- Promote and assist with Community Relations Executive Seminar Trainings (CREST) in the community.
- Support the 2016 FBI San Diego Citizens Academy with an Academy Functions Committee.
- Support various FBI community outreach events (Teddy Bear Drive, Shop With a Cop, National Night Out, etc.).

## **V. UNDERSTANDING OF THE PARTIES**

Although the parties acknowledge that this MOU is not entered into as a legally binding agreement, nor as a formal expression of a legally binding agreement, it is an expression of the desires, goals, purposes, and intentions of the parties concerned. Similarly, this MOU does not confer, grant, or authorize any rights, privileges, or obligations as to any third parties.

## **VI. LIMITATIONS**

The FBISDCAAA may not use the FBI's official seal without the specific approval of the FBI's Office of the General Counsel. The FBISDCAAA may continue to use the name and initials of the FBI as part of its organizational name unless such authorization is revoked pursuant to section II, "Authority" above. The FBISDCAAA may not otherwise use the FBI's name or initials, and/or seal for the purposes of soliciting funds or lobbying, and 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. Representatives of the FBISDCAAA may not speak on behalf of the FBI, nor represent that they are agents or employees of the FBI.

## **VII. FUNDING**

The parties acknowledge and agree that this MOU 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 understanding between the parties. Unless otherwise agreed in writing, each party is to bear its own costs in relation to this MOU. Expenditures by the FBI will be subject to its budgetary processes, and to the availability of funds and resources pursuant to any 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.

## **VIII. KEY OFFICIALS**

The Special Agent in Charge of the FBI San Diego Field Office and the President of the FBISDCAAA, or his or her designee, are the key officials responsible for fulfilling the duties and obligations for this MOU.

## **IX. AMENDMENT AND TERMINATION**

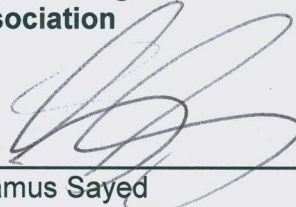
This MOU shall remain in effect for one year and becomes effective upon the last date of signature by the duly authorized representatives of the parties noted. This MOU may only be amended by written agreement of the parties. Each party retains the right to terminate its

participation by giving 30 days written notice of its intent to terminate. The FBI's right to immediately, in its sole discretion, revoke the authority of the FBISDCAAA to operate under any name which includes "FBI" or which makes reference to the Federal Bureau of Investigation as set forth above shall survive any termination of this agreement

**FBI**

 1/15/16  
Eric S. Birnbaum  
Special Agent in Charge

**FBI San Diego Citizens Academy Alumni Association**

 1/14/16  
Shamus Sayed  
President