

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE FEDERAL BUREAU OF INVESTIGATION (FBI) TO PROVIDE LAW ENFORCEMENT RESOURCES TO THE KANSAS CITY INTERAGENCY INTELLIGENCE TASK FORCE.

WHEREAS, the Federal Bureau of Investigation (FBI) has formed a Task Force aimed at creating a network of crime and intelligence analysts in the KC Metro Area; and

WHEREAS, the FBI relies on the cooperation and resources of local jurisdictions to strengthen the capabilities of the Task Force through training, intelligence sharing, and investigative assistance; and

WHEREAS, both the City of Gladstone and the FBI understand the importance and effectiveness of inter-agency cooperation; and

WHEREAS, the City of Gladstone believes a Memorandum of Understanding with the FBI to formally establish participation in the Kansas City Interagency Intelligence Task Force is beneficial to both agencies.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a cooperative agreement with the Federal Bureau of Investigation to provide crime analyst resources to the Interagency Intelligence Task Force on the terms and conditions described herein and as more particularly set forth in the Memorandum of Understanding.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF JANUARY 2025.


Tina M. Spallo, Mayor

ATTEST:


Kris Keller, City Clerk

1st Reading: January 13, 2025

2nd Reading: January 13, 2025



Request for Council Action

RES ☐# City Clerk Only

BILL ☒# 25-03

ORD # 4.689

Date: 1/7/2025

Department: Police

Meeting Date Requested: 1/13/2025

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: An Ordinance authorizing the City Manager to enter into a cooperative agreement with the Federal Bureau of Investigation (FBI) to provide Gladstone law enforcement resources to work cooperatively on intelligence and crime analysis within a multi-agency task force.

Background: The FBI realizes that the sharing of crime and intelligence information is key to identifying crime patterns and solving crime within a large metropolitan area such as Kansas City. The Gladstone Police Department was invited to participate in a new Kansas City Interagency Intelligence Task Force that will partner our agency with analysts and the resources of the FBI. Passage of the proposed Ordinance will allow the City Manager to sign the Memorandum of Understanding, allowing the Gladstone Police Crime Analyst to be a member of this new Task Force.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of the proposed Ordinance.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Fred Farris
Police Chief

CW
City Attorney

BB
City Manager

Sources:

1. *Appendix B: General Format for FBI MOUs (p23), Memorandums of Understanding and Noncontractual Agreements Policy Guide*
2. (U//FOUO) FBI | OTHER | 800A-LA-C3634640-MOU, Serial 1 | 29 July 2022 | "(U//FOUO) IITF MOU Signed by LAPD" | UNCLASSIFIED//FOUO

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION ("FBI")

AND

THE CITY OF GLADSTONE POLICE DEPARTMENT

CONCERNING TASK FORCE ANALYSTS ("TFAs") ASSIGNED TO FBI SPACE AS PART OF THE KANSAS CITY INTERAGENCY INTELLIGENCE TASK FORCE ("KC IITF")

I. PREAMBLE

A. This MOU is entered into between the FBI Kansas City Field Office ("FBI Kansas City") and the Gladstone Police Department, each of whom may be referred to as "Party" or collectively as the "Parties."

B. One of the core missions of the Gladstone Police Department and the FBI Kansas City is to foster, promote, and provide an integrated, multi-disciplined information and intelligence sharing network to collect, analyze, and disseminate intelligence on criminal, national security, and cyber matters occurring within, related to, or affecting, their geographic areas of responsibility.

C. In order for the intelligence components of the Gladstone Police Department and FBI KC to achieve their missions and mutual objectives, the Parties' intelligence components must work together closely, and in a common space. This will assist the Parties in achieving their common goals and interests related to intelligence gathering, sharing, and dissemination, and best protect the Parties' citizens and communities.

D. A partnership between the Gladstone Police Department and FBI Kansas City represents a key element of optimizing the Parties' combined reach and extending the Parties' intelligence capacities through robust interaction with state, local, tribal and private sector partners. The FBI and Gladstone Police Department's commitment to the FBI KC IITF further enhances the Parties ability to provide those tools, which assist law enforcement in intelligence-led policing and enforcement. This partnership will further

develop the threat mitigation process that translates intelligence needs into requirements to collect information, produce intelligence reports, and disseminate intelligence products to relevant customers.

E. It is the responsibility of all personnel assigned to the FBI KC IITF to review and analyze intelligence which is suspected of, or has a potential nexus to, criminal, national security, and cyber matters, and to prepare intelligence products for dissemination as necessary and appropriate.

F. The FBI IITF is designed to maximize the cooperation and intelligence sharing between the Gladstone Police Department and FBI Kansas City. The FBI Kansas City IITF will create a cohesive group capable of gathering, analyzing, and disseminating intelligence to help the Gladstone Police Department and FBI Kansas City achieve their complementary missions.

II. PURPOSE

A. The purpose of this MOU between the FBI Kansas City and the Gladstone Police Department is to define the scope and responsibilities of the Parties that will allow the Gladstone Police Department to assign a TFA, or other designated detailee, to be detailed to FBI space to assist the FBI Kansas City IITF

B. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise amongst or against any of the Parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

III. PARTIES

A. This MOU is entered into by the Gladstone Police Department and FBI Kansas City.

B. The FBI Assistant Special Agent in Charge (ASAC) of the FBI Kansas City Intelligence Branch is responsible for administering this agreement on behalf of the FBI, and has designated the FBI Kansas City Supervisory Intelligence Analysts (SIAs) and Program Manager (PM) as the points of contact ("POC") for FBI Kansas City for this MOU.

C. The Chief of Police of the Gladstone Police Department is responsible for administering this agreement for the Gladstone Police Department. The Gladstone Police Department Chief may assign a POC for this MOU for the Gladstone Police Department as necessary and appropriate.

IV. AUTHORITIES

A. This MOU is an agreement among the Parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the FBI, the Department of Justice, the United States, the Gladstone Police Department, or any State,

locality, or other sponsor under whose auspices a party is participating in the FBI Kansas City IITF, or the officers, directors, employees, detailees, agents, representatives, task force members, TFAs, contractors, subcontractors, consultants, advisors, successors, assignees or other agencies thereof.

B. Pursuant to 28 U.S.C. § 533, 28 C.F.R. § 0.85, Executive Order 12333, and Annex II to National Security Presidential Decision Directive ("NSPD"), Homeland Security Presidential Directive ("HSPD"), the FBI is authorized to coordinate an intelligence, investigative, and operational response to terrorism and other major crimes within both state and federal jurisdictions. By virtue of that same authority, the FBI is participating in the FBI Kansas City IITF, which is composed of other federal, state, local, tribal, and private sector organizations acting in support of the above listed statutory and regulatory provisions.

V. CONTROLLING DOCUMENTS

A. All Gladstone Police Department detailees and participants to the FBI Kansas City IITF must adhere to all guidance on investigative matters and intelligence collection, analysis, and dissemination issued by the Attorney General of the United States and the FBI, to include the "Domestic Investigations and Operations Guide" of August 23, 2023 (or successor editions, modifications, or amendments) and the "Intelligence Program Policy Guide" of October 5, 2021 (or successor editions, modifications, or amendments).

B. This MOU does not alter or abrogate existing Gladstone Police Department or FBI Kansas City directives or policies regarding the conduct of investigations, the gathering or dissemination of intelligence, or the use of special investigative techniques or confidential human sources. This MOU in no manner affects any existing MOUs or agreements between the Parties and each other or any other agency.

VI. GLADSTONE POLICE DEPARTMENT PERSONNEL DETAILED TO FBI KANSAS CITY SPACE

A. The Gladstone Police Department hereby agrees to be a principal member of the FBI Kansas City IITF and, based on available staffing, shall contribute the following resources to the FBI Kansas City IITF: at least one (1) assigned personnel conducting analytic functions (the TFA) to FBI Kansas City space as part of the FBI Kansas City IITF.

B. Absent extraordinary circumstances, any TFA designated by the Gladstone Police Department to be detailed to FBI Kansas City Space will be detailed for a minimum period of one (1) year. The Gladstone Police Department may extend the term of the assigned TFA or other detailee for additional one (1) year terms at the discretion of Gladstone Police Department and with concurrence from FBI Kansas City Executive Management. The FBI Kansas City and Gladstone Police Department Executive Management each withhold the right to end the assigned term at any time.

C. The purpose of any Gladstone Police Department personnel assigned to FBI Kansas City space as part of the FBI Kansas City IITF will be: to serve as the analytical and intelligence POC representing Gladstone Police Department and the FBI Kansas City IITF; to conduct liaison and intelligence sharing and dissemination in furtherance of potential intelligence production opportunities; and, to expand outreach to state, local, tribal, private sector partners where applicable to Gladstone Police Department and FBI Kansas City's missions and threat priorities.

D. Personnel detailed by the Gladstone Police Department to FBI Kansas City space as a member of the FBI Kansas City IITF shall hold and maintain a Top Secret (TS) clearance or hold and maintain a minimum of a Secret clearance, with a request for TS clearance in process. Some TFA positions will require an additional Sensitive Compartmented Information (SCI) clearance. Procurement of the TS or TS/SCI clearance for the Gladstone Police Department TFA or detailee will be the responsibility of the FBI.

E. The approval or denial of clearances for FBI Kansas City IITF members will be provided to Gladstone Police Department as part of a regular business process.

VII. SUPERVISION OF GLADSTONE POLICE DEPARTMENT TFAs

A. Day-to-day supervision of Gladstone Police Department TFAs in FBI Kansas City space as a member of the FBI Kansas City IITF will be the responsibility of the appropriate FBI Kansas City Intelligence ASAC and Supervisory Intelligence Analysts (SIAs).

B. Overall responsibility for the conduct of personnel assigned to the FBI Kansas City IITF will remain with each employing agency. Evaluation and investigation of any complaints regarding assigned personnel will be referred to the employing agency. Disciplinary actions against assigned personnel will be undertaken or administered solely by the employing agency. All personnel will keep their respective superiors completely informed of pertinent developments.

C. Quarterly Performance Reviews will be conducted by the TFA's FBI Kansas City supervisor and shared with the TFA's Gladstone Police Department supervisor. The FBI supervisor will also compile feedback and provide that to the Gladstone Police Department supervisor for the TFA's end of year Performance Review.

D. All products authored by TFAs will be reviewed and approved in accordance with FBI policies and procedures.

VIII. PERSONNEL ASSIGNMENT & PROGRAM MANAGEMENT

A. All Gladstone Police Department personnel assigned to the FBI Kansas City IITF in FBI Kansas City space will be expected to conform to his or her agency policies, procedures, requirements, and processes as well as any additional policies, requirements, and procedures applicable to the FBI Kansas City IITF, FBI, and DOJ. Each Gladstone

Police Department TFA or other detailee assigned to the FBI Kansas City IITF will always remain subject to the personnel conduct rules, regulations, laws, and policies applicable to the Gladstone Police Department. All assigned personnel will, at all times during their work with FBI Kansas City IITF or within FBI Kansas City space, be employees of their respective agencies.

B. All intelligence gathered, if any, and all intelligence products drafted, created, or disseminated, if any, by Gladstone Police Department personnel in FBI space with the FBI Kansas City IITF must comply, and be in conformance with, FBI policies and procedures.

C. The FBI Kansas City will provide all necessary secretarial, clerical, administrative, and technical support for all FBI Kansas City IITF personnel.

D. Each TFA or other detailee of a participating Party in the FBI Kansas City IITF with access to FBI systems and records must execute an FD-868, or similar form approved by the FBI. This action obligates the TFA or detailee, who is accepting a position of special trust in being granted access to classified and otherwise sensitive FBI information, to be bound by FBI policy to protect against the unauthorized disclosure of information.

E. The TFAs will be subject to the same federal rules governing weapons and health regulations as FBI employees currently working in FBI Kansas City office space, including any vaccination mandates.

IX. SALARIES AND BENEFITS

A. Salaries, benefits, and overtime of all personnel assigned to the FBI Kansas City IITF will be paid by each respective TFA or detailee's employing Party according to its procedures and policies. Overtime will be compensated in accordance with each applicable employing Party's overtime provisions and will be subject to the prior approval of appropriate personnel of each respective Party for its employees. Unless otherwise agreed to in writing, travel expenses will be paid by the TFA or detailee's employing Party.

X. TRAINING EXPENSES

A. As part of their assignment to FBI Kansas City IITF, Gladstone Police Department personnel may attend training classes or programs with the prior approval of the appropriate FBI Kansas City and Gladstone Police Department supervisor. Gladstone Police Department TFAs detailed to FBI KC may apply for funded training opportunities available to all other FBI employees.

XI. RECORDS, REPORTS & INTELLIGENCE PRODUCTS

A. Access to all files and intelligence for all FBI Kansas City IITF personnel is on a need-to-know basis. Storage of records and reports and dissemination of intelligence products will always be done in strict accordance with applicable local, state, and federal laws.

XII. LIABILITY & MUTUAL INDEMNIFICATION

A. The Parties agree and acknowledge that financial and civil liabilities, if any, and, in accordance with applicable law, for the acts and omissions of any employee remains vested with that employee's employing Party. However, the DOJ may, in its sole discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policies and regulations.

B. Each Party will defend, indemnify and hold harmless the other Party, their elected and appointed officials, employees, and agents, from and against any and all claims, losses, damages, costs, or expenses including reasonable attorney's fees or other liability of any kind arising out of or connected directly or indirectly with any act or omission of the Party, its officers, employees, or agents related to this MOU.

C. This indemnification will commence on the effective date of this agreement and will continue thereafter for any and all causes of action accruing during the term of this agreement.

1. COMMON LAW TORT CLAIMS

a. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671 - 2680.

b. Notwithstanding the provisions contained in this MOU, for the limited purpose of defending civil claims arising out of FBI Kansas City IITF activity, a state, local, or tribal law enforcement officer who has been federally deputized and who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 374(c)(2).

c. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suit on any tort claim arising out of the incident.

d. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before

trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

e. Liability for any negligent or willful acts of FBI Kansas City IITF members undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

2. CONSTITUTIONAL CLAIMS

a. Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to *Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.

b. Federal, state, local, and tribal officers or employees enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." *Harlow v. Fitzgerald*, 457 U.S. 800 (1982).

c. If an individual FBI Kansas City IITF participant is named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the course of a joint FBI Kansas City or FBI Kansas City IITF matter, the employee may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.

d. An employee may be provided representation "when the actions for which representation is requested reasonably appear[s] to have been performed within the scope of the employee's employment, and the Attorney General, or his [or her] designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).

e. An FBI Kansas City IITF member's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel ("CDC") of the FBI Kansas City. The CDC will forward the representation request to the FBI's Office of the General Counsel ("OGC"), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).

f. If an FBI Kansas City IITF employee is found to be liable for a constitutional tort while undertaking a joint matter of FBI Kansas City IITF and the FBI Kansas City, he or she may request indemnification from DOJ to satisfy an adverse judgement rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4).

g. Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to FBI Kansas City IITF, and nothing in this Article or this MOU shall be deemed to create any legal right on the part of any FBI Kansas City IITF personnel.

XIII. INSURANCE

- A. Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, as required, and automotive liability insurance or maintain a self-insuring fund for the term of this MOU in the amounts determined by each Party to adequately insure such Party's liability assumed herein.

XIV. COORDINATION

A. Each Party agrees to not deliberately act unilaterally on any matter affecting the relationships or joint work product of FBI Kansas City IITF, Gladstone Police Department, or the FBI Kansas City without first coordinating with the other Party. The Parties agree that joint matters designated to be handled by Kansas City IITF, Gladstone Police Department, or FBI Kansas City personnel shall not deliberately be subject to either non-FBI Kansas City IITF or non-FBI intelligence, law enforcement, or operational efforts by each Party. Joint intelligence, joint law enforcement, and joint operational actions will be coordinated and cooperatively carried out by the Parties.

B. All FBI Kansas City IITF criminal intelligence matters, products, and procedures will conform to the requirements for federal prosecution. For joint Gladstone Police Department, FBI Kansas City IITF, and FBI Kansas City matters, it is expected that the appropriate United States Attorney's Office ("USAO"), in consultation with FBI Kansas City, will be consulted. The Parties will decide on a case-by-case basis, in consultation with the applicable USAO, the discovery obligations of any intelligence product or material of any joint matter, based upon which would better advance the interests of justice and the missions of the Gladstone Police Department, the FBI Kansas City IITF, and the FBI Kansas City.

XV. FUNDING

A. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one Party has agreed (or later agrees) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another Party. All obligations of and expenditures by any Party are subject to their respective budgetary and fiscal processes, as well as the availability of funds pursuant to all applicable laws, regulations, and policies.

XVI. MEDIA

A. All media releases for joint Gladstone Police Department, FBI Kansas City IITF, or FBI Kansas City matters will be mutually agreed upon and jointly handled by the Parties. Press releases in joint matters will conform to DOJ and applicable state guidelines regarding press releases.

XVII. INFORMATION SHARING

A. No information, intelligence, or intelligence product possessed by the FBI or FBI Kansas City IITF, to include information derived from informal communications between the Parties may be disseminated by Gladstone Police Department personnel without the approval of the FBI and in accordance with the applicable laws and internal regulations, procedures, or agreements between FBI Kansas City and the Gladstone Police Department that would permit the Gladstone Police Department to receive that information directly. Likewise, the Gladstone Police Department will not provide any information to the FBI that is not otherwise available to it unless authorized by appropriate Gladstone Police Department agency officials.

B. FBI intelligence or information, including this MOU, may be disclosed only with FBI permission and only in conformance with the provisions of applicable federal laws and regulations. To the extent information received as a result of this MOU results in a request or demand for information under federal or state law, including state "sunshine" or freedom of information laws, or federal or state civil or criminal discovery, or is the subject of or is responsive to a request for information under the Freedom of Information Act, the Privacy Act, or a Congressional inquiry, such disclosure may only be made after consultation with, and only upon approval of, the FBI.

C. Each Party that discloses personally identifiable information ("PII") is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

D. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the Gladstone Police Department so that corrective action can be taken.

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 immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

G. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

H. The Parties agree to comply with all applicable laws protecting privacy, civil rights, and civil liberties in the collection, use, analysis, retention, destruction, sharing, and disclosure of information, intelligence, or intelligence products through the FBI Kansas City IITF, including, to the extent applicable, the privacy guidelines established for the Information Sharing Environment created by § 1016 of the Intelligence Reform and Terrorism Prevention Act of 2004.

I. The Parties agree to review and make appropriate changes, if any, to their privacy compliance documents, including, with respect to federal parties, applicable Privacy Act system of records notices, (e)(3) notices, and privacy policies (including policies applicable to the Information Sharing Environment) in advance of the implementation of this MOU to ensure that the scope and routine uses of such notices and policies permit the collection, maintenance, and sharing of personal information as set forth in this MOU and, with respect to non-federal parties, applicable requirements imposed by state privacy laws.

J. Each Party agrees that it will provide appropriate training regarding the responsibilities under this MOU to individuals whose information and/or intelligence gathering, analyzing, or sharing activities are covered by the provisions of this MOU.

XVIII. EFFECT OF THIS AGREEMENT

A. 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. 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.

B. This MOU does not constitute an agreement for any Party to assume or waive any liability or claim under any applicable law.

C. Nothing in this MOU is intended to conflict with current law, regulations, or directives of the FBI or the Gladstone Police Department. If a term of this MOU is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

D. The FBI, as an agency of the United States Government, is self-insured. United States Government liability for claims for personal or property damage, including death, caused by the negligent or wrongful acts or omissions of FBI employees acting within the scope of their employment is determined under the terms and conditions of the FTCA (28 U.S.C., Sections 1346(b) and 2671, *et seq.*). Appropriate claims and judgments against

the United States, to include claims made under the FTC A, are paid out of the Judgment Fund (31 U.S.C., Section 1304).

E. This agreement is not intended to be enforceable in any court or administrative forum. The parties will seek to resolve any disputes regarding this agreement by mutual consultation.

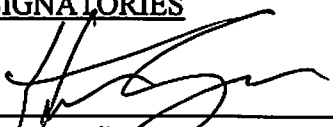
XIX. TERM/TERMINATION

A. The term of this MOU will commence upon approval by the Parties' governing bodies and will extend for three years. Any Party may terminate its participation in this MOU, with or without cause, upon thirty days written notice to all other Parties. Either Party may provide this notice by email or letter to the signatories to this MOU (or their successors). Upon termination of any Party's participation, any equipment issued by either Party must be immediately returned. Obligations pertaining to indemnification for and defense of causes of action accruing during the term of this MOU will extend beyond the termination of this MOA until fully performed.

XX. AMENDMENT OR ALTERATION OF TERMS

A. This MOU fully expresses all understandings of the Parties with respect to the subject matter of this MOU and constitutes the complete agreement among the Parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the Parties.

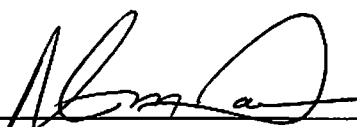
SIGNATORIES



Stephen Cyrus
Special Agent in Charge
Federal Bureau of Investigation
Kansas City Field Office

11/12/25

Date



Robert M. Baer
City Manager
City of Gladstone, Missouri

01/21/25

Date