

INTERGOVERNMENTAL AGREEMENT

Between

The City of Oklahoma City

and

The United States Attorney's Office for the Western District of Oklahoma

I. Purpose

This Intergovernmental Agreement (IGA) sets forth the agreement between **The City of Oklahoma City** (City) and **the United States Attorney's Office for the Western District of Oklahoma** (USAO) regarding the appointment of an Assistant Municipal Counselor as a Special Assistant United States Attorney (SAUSA) to the USAO, pursuant to 28 U.S.C. §§ 543 and 530C.

II. Term

The term of this IGA will commence on July 1, 2024, and will expire, unless sooner terminated, on June 30, 2026.

III. Appointment, Requirements, Agency as Employer, Expenses

A. The Executive Office for United States Attorney (EOUSA) and the USAO retains authority to appoint, extend, and terminate all SAUSA appointments. The City will identify a qualified pool of applicants and both the City and USAO will be involved in the applicant selection interview process. The appointed SAUSA will ultimately be selected by the City, with consideration and input from the USAO. The SAUSA must meet USAO and Department of Justice (DOJ) security requirements and obtain an adjudicated background investigation, including the reinvestigation requirements as described in 5 CFR § 731.106(d). If the City's background investigation does not meet USAO and DOJ requirements, or if the SAUSA will be performing duties that require a higher clearance level, the City will initiate and pay for an investigation at the required level.

B. In the SAUSA appointment document, as well as in any appointment renewal/extension documents, the SAUSA shall agree to the terms set forth in this IGA, or such amended or modified IGA as exists at the time of renewal/extension.

C. At all times during the SAUSA appointment, the SAUSA shall be an active member of the bar of a jurisdiction of at least one State, territory, or the District of Columbia and comply with DOJ policies and procedures. The SAUSA will provide the USAO with proof of active bar membership annually or upon request. The SAUSA acknowledges that if they hold an elected or appointed public office or are running for reelection as a political party candidate, they may not be designated or continue their appointment as a SAUSA.

D. The USAO shall assist in filing the necessary paperwork with the District Court to allow the SAUSA to appear in federal court on behalf of the United States and obtain authorization for the SAUSA to have access to the United States District Court complex.

E. The appointment is made on a non-reimbursable salary agreement. At all times, the SAUSA will remain the employee of the City. The USAO will not be responsible for providing any part of the SAUSA's salary or benefits. The City warrants and represents that it is authorized, via appropriated grant funds, to provide compensation.

F. The City will be responsible for all reasonable costs and expenses incurred by the SAUSA, including travel and training expenses, unless otherwise agreed to in writing by the USAO. Any travel and training expenses borne by the City will be subject to prior approval from the City, consistent with the policies of the City. The USAO will be responsible for all costs/expenses incurred by the SAUSA in performing their duties for the USAO provided the SAUSA obtains prior approval from the USAO for all such costs/expenses, consistent with the policies of the USAO.

IV. Attorney's Role as a SAUSA

A. **Case Assignments.** The purpose of appointing Assistant Municipal Counselors as SAUSAs is to maximize the effectiveness of both USAO and City prosecutions and litigation, and to take advantage of situations which fall under the federal criminal and civil statutes and present unique benefits in terms of potential punishments, elements required to prove crimes, or a subject's relationship to other pending or ongoing investigations, prosecutions, or litigation. In performing their duties:

1. The SAUSA will only work on matters that occurred within the corporate limits of the City, in which the City has an interest, or matters as approved by the City and USAO to provide increased opportunities for training and experience. It is intent of the City and USAO for the SAUSA to work on matters and cases that arise in the corporate limits of the City.

2. For matters and cases where the SAUSA is working under the direct supervision of USAO managers, the USAO manager will supervise the SAUSA's work. The USAO will control case assignments and provide oversight and guidance of the SAUSA's work as a federal prosecutor.

3. The final decision-making authority on all USAO cases remains with the United States Attorney and USAO.

B. Duty Station, Office Space. The SAUSA shall agree to all rules and regulations concerning DOJ space and IT Systems and will be provided with needed identification and Homeland Security Presidential Directive – 12 (HSPD-12) Personal Identity Verification (PIV) card. If the SAUSA has an HSPD-12 PIV card from the City, the SAUSA will use this PIV card with the USAO Access Control System and abide by all rules and regulations concerning the use of the PIV card.

The following provisions apply to the SAUSA's use of the USAO's physical space:

1. The City shall set the SAUSA's work schedule with the input of the USAO. Once appointed as a SAUSA, the SAUSA will be stationed at the USAO as their main work site;

2. The USAO will provide office space and clerical support for the SAUSA, as determined by the USAO; and

3. Unless otherwise agreed between the parties, the City will be responsible for approving the SAUSA's requests for leave according to its usual procedures and policies. The City will obtain input from the USAO ensuring the SAUSA's work responsibilities are considered. Notwithstanding the above, the processing of the SAUSA's time and attendance, as well as pay and benefits, shall be the sole responsibility of the City.

C. Evaluation of SAUSA's Performance. Generally, the City is responsible for evaluating the performance of the SAUSA. The USAO will provide quarterly assessments to the City concerning the SAUSA's performance as a SAUSA. The City may provide a copy of the SAUSA's performance evaluation(s) to the USAO for informational purposes.

D. Compliance with Rules, Regulations, Policies. In addition to remaining subject to the City's standards, policies, and procedures, unless stated otherwise, the SAUSA, for the duration of the appointment, shall also be subject to and shall comply with, all rules, regulations, procedures, and policies of the DOJ, EOUSA, and the USAO, including, but not limited to:

1. Those regarding the use of Information Technology and the protection of DOJ data;

2. The Standards of Ethical Conduct for Employees of the Executive Branch, 5 CFR § 2635 *et seq.*, as supplemented by 5 CFR § 3801;

3. Federal conflict of interest laws 18 U.S.C. §§ 207, 208, and 209;

4. Laws restricting the disclosure of certain confidential governmental information, 18 U.S.C. § 1905;
5. The Freedom of Information and Privacy Acts, 5 U.S.C. §§ 552 and 522a; and
6. Political activity restrictions, 5 U.S.C. § 7321 *et seq.*

Notwithstanding the above, SAUSAs are not subject to the prohibition against the compensated outside practice of law as described in the rules and regulations set forth above. The SAUSA shall also adhere to the Federal Rules of Criminal/Civil Procedure and the local rules established by the courts in the district.

E. **Confidentiality.** The City and USAO recognize that there may be circumstances when the SAUSA will have confidentiality obligations to either the City or the USAO. Consistent with the SAUSAs obligations as a SAUSA, they will protect confidential information. These obligations include:

1. Ensuring that any work the SAUSA performs on federal investigations and cases is not accessible to individuals outside the USAO;
2. Ensuring that computer files concerning USAO matters and cases are not kept on City computers or otherwise accessible to persons outside the USAO;
3. Safeguarding any equipment provided by the USAO;
4. Ensuring confidentiality when conversing about USAO matters; and
5. An agreement that any confidential or non-public information (as defined by 5 CFR § 2635.703(b)) gained during this assignment with the DOJ will be kept confidential. The confidentiality obligation shall continue indefinitely, beyond the term of the SAUSA's appointment.

F. **Conflicts of Interest.** For each case or matter the SAUSA handles in performing work as a SAUSA, they will complete a GCO-1 Form, which the USAO shall supply. The parties recognize that there may be circumstances when the SAUSA may have conflict of interest in undertaking representation of the United States in a particular case. Upon perceiving the possibility of a conflict of interest in any assignment, the SAUSA will consult their City supervisor and their USAO supervisor. The SAUSA may also be required to consult with the USAO's Ethics Advisor and Professional Responsibility Officers, EOUSA's General Counsel's Office, and/or the DOJ's Professional Responsibility Advisory Office, as appropriate.

G. **Training.** The SAUSA shall attend all mandatory training as directed by the USAO. The SAUSA may also be asked to complete all DOJ professionalism and training requirements.

H. **Reporting Requirements.** If directed to do so by the USAO, the SAUSA shall submit time records and satisfy case reporting requirements for their work performed as a SAUSA, utilizing the USAO's time management system.

V. **Termination, Modification/Renewal**

A. **SAUSA Termination.** The appointment of the designated SAUSA may be terminated at any time by either the City or the USAO. Said termination shall be made in writing. The termination of the designated SAUSA's appointment is not subject to review, and the SAUSA does not have administrative appeal rights relating to the termination of their SAUSA appointment.

B. **IGA Termination.** This IGA may be terminated at any time by either the City or the USAO. Said termination shall be made in writing, with at least 30 days' notice.

C. **IGA Modification/Renewal.** This IGA may be amended at any time provided the amendment is in writing and signed by both the City and the USAO. Renewal/extension of the IGA or SAUSA appointment must be mutually agreed upon by the City and the USAO and is subject to the availability of funds through an appropriation by the City.

Signatures

By signing this IGA, all signatories affirm that they have read this IGA and agree to its terms, restrictions, and limitations.

IN WITNESS WHEREOF, the parties hereby cause their names to be signed hereto.

**UNITED STATES ATTORNEYS' OFFICE
WESTERN DISTRICT OF OKLAHOMA**



TRAVIS D. SMITH
FIRST ASSISTANT U.S. ATTORNEY

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City this 21ST day of MAY, 2024.

**THE CITY OF OKLAHOMA CITY, a
municipal corporation**

ATTEST:



CITY CLERK





DAVID HOLT

Reviewed for form and legality.

A handwritten signature in black ink, appearing to be 'KLF', written in a cursive style.

Assistant Municipal Counselor