

**Memorandum of Understanding
Between
The United States Attorney's Office, Southern District of Georgia,
and
The Mayor and Aldermen of the City of Savannah**

I. Purpose

This Memorandum of Understanding (MOU) sets forth the agreement between The Mayor and Aldermen of the City of Savannah (sometimes hereinafter "the City") and the United States Attorney's Office for the Southern District of Georgia (USAO) regarding the appointment of a Special Assistant United States Attorney (SAUSA) to the USAO to further local, state and federal interests related to violent crime in Savannah, Chatham County, Georgia.

II. Appointment, Duration, and Compensation

A. The USAO may authorize and approve the appointment of an individual SAUSA from the City pursuant to the normal screening and vetting procedures established by the USAO. All current attorneys considered for appointment as a SAUSA shall be interviewed and appointed by the City with input from the USAO.

B. The appointment shall be for a 2-year period indicated in the appointment letter, which shall be incorporated into this MOU as an addendum. Any appointment is subject to earlier termination by the USAO, or renewal or extension by mutual agreement. At all times during the term of this MOU, the SAUSA will remain an employee of The Mayor and Aldermen of the City of Savannah.

C. The appointment is made on a non-reimbursable basis. The USAO will not be responsible for providing any part of the SAUSA's salary or benefits under this MOU. The position and the funding for the salary and benefits will be provided by The Mayor and Aldermen of the City of Savannah. The Mayor and Aldermen of the City of Savannah warrants that it is authorized, through its appropriated funds, to provide the funding as described herein.

D. The USAO will be responsible for all expenses incurred by the SAUSA in the course of his/her duties as a SAUSA, including travel and training expenses. The SAUSA must obtain prior approval from the USAO for all expenses incurred, consistent with the policies of the USAO. The USAO will provide government travel cards to the SAUSA if necessary, to carry out duties within the scope of this MOU.

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Issuance of a government travel card is contingent upon the SAUSA's eligibility to obtain a card under the Federal Government's Travel Card Program.

III. Duties, Assignments, and Evaluations

A. The SAUSA will work primarily on violent crime matters or cases in which the City is the originating agency and/or lead agency or in cases in which the City has a significant interest.

B. The USAO will control case assignments and supervise the SAUSA in all matters undertaken on behalf of USAO and in the execution of any authority granted to him/her in his/her capacity as a SAUSA. The final decision-making authority on all cases remains with the United States Attorney and designated management within the USAO.

C. The City will evaluate the SAUSA's performance with input from the USAO.

IV. Duty Station, Office Space, Clerical Support, and Court Access

A. The SAUSA will be stationed at the location mutually agreed upon by the USAO and the City and specified on the appointment letter. The SAUSA's work schedule shall be set and/or approved by the USAO.

B. The USAO shall provide office space and clerical support for the SAUSA, as needed and as practicable. In the USAO's sole discretion and to the extent funds are available, the City may, on a case-by-case basis, provide the funding to pay for the salary of one administrative assistant in support of the SAUSA appointed under this agreement. The terms of any such arrangement shall be covered by a separate Memorandum of Understanding.

C. The USAO shall assist in filing the necessary paperwork with the District Court to allow the SAUSA to appear in federal court; obtain authorization for the SAUSA to have access to the United States District Court complex; and set up access to the District Court's electronic filing system.

D. The SAUSA will have access to the USAO and shall be provided with needed identification and Homeland Security Presidential Directive – 12 (HSPD-12) Personal Identity Verification (PIV) cards. If the SAUSA has a HSPD-12 PIV card from the City, this PIV card will be used with the USAO Access Control System. If the SAUSA does not have a HSPD-12 PIV card from the City, the OBD Form 232.1

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for issuance of a HSPD-12 PIV card for both logical (IT) and physical access to the USAO space and IT Systems will be issued.

V. Position Requirements, Conduct, and Training

A. The SAUSA must have and maintain a current background investigation that meets the Department of Justice's security requirements.¹

1. National Security Positions – the Standard Form 86 (Questionnaire for National Security Positions) will be used for those SAUSAs in Special Sensitive, Critical Sensitive and Non-Critical Sensitive positions. The type of investigation that will be requested is Tier 5 Single Scoped Background Investigation (SSBI) or SSBI-Periodic Reinvestigation (SSBI-PR) or Phased Periodic Reinvestigation (PPR).

2. Public Trust Positions – the Standard Form 85P (Questionnaire for Public Trust Positions) and the Standard Form 85PS (Supplemental Questionnaire for Selected Positions) will be used for those SAUSAs in all levels of Public Trust. The type of investigation that will be requested is the Tier 4 Background Investigation and the Tier 4 Periodic Reinvestigation.

3. All investigations will meet the DOJ Scope requirement of every five years from the date the investigation was completed.

B. In addition to remaining subject to the City's standards, policies, and procedures, the SAUSA, for the duration of this detail, shall also be subject to and shall comply with, all rules, regulations, procedures, and policies of the Department of Justice, the Executive Office for United States Attorneys, and the USAO, including those regarding the use of Information Technology and the protection of DOJ data; the Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. § 2635 et seq., as supplemented by 5 C.F.R. § 3801; federal conflict of interest laws 18 U.S.C. §§ 207, 208, and 209; laws restricting the disclosure of certain confidential governmental information, 18 U.S.C. § 1905; the Freedom of Information and Privacy Acts, 5 U.S.C. § 552 and § 522a; and political activity restrictions, 5 U.S.C. § 7321 et seq. The SAUSA shall also adhere to the federal rules of criminal/civil procedure, and the local rules as established by the courts in

¹ 5 CFR 731.106 (d) *Reinvestigation requirements*. (1) Agencies must ensure that reinvestigations are conducted, and a determination made regarding continued employment of persons occupying public trust positions at least once every 5 years. The nature of these reinvestigations and any additional requirements and parameters will be established in supplemental guidance issued by OPM.

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the district. The SAUSA agrees that any confidential or non-public information (as defined by 5 C.F.R. § 2635.703(b)) gained during this assignment with DOJ will be kept confidential. These obligations shall continue beyond his/her detail as a SAUSA.

C. During the term of his/her detail, the SAUSA shall be an active member of the bar (any jurisdiction). The SAUSA will provide the USAO with proof of active bar membership annually or upon request.

D. The SAUSA shall attend all mandatory training as directed by the USAO, consistent with the SAUSA's case assignments and attorney responsibilities. The SAUSA shall also complete all DOJ professionalism and training requirements for SAUSAs.

VI. Reporting and Documentation

A. The SAUSA will participate in the filing of time records utilizing the USAO required methodology for recording of hourly work by week for the USAO in addition to time reporting methodology for the City.

B. The SAUSA will participate in case reporting requirements for the USAO.

C. The SAUSA is expected to work a schedule in accordance with the terms of this MOU. The SAUSA shall be entitled to reasonable leave consistent with the terms of his/her employment. The USAO shall approve requests for leave according to its usual procedures and policies. Time and attendance responsibilities and time records related to pay processing will be the responsibility of the City.

D. The SAUSA shall be entitled to leave for holidays observed by The Mayor and Aldermen of the City of Savannah. If there are holidays not observed by The Mayor and Aldermen of the City of Savannah, the USAO shall have the discretion to excuse the employee for such holidays.

VII. Termination and Modification

A. Either the USAO or The Mayor and Aldermen of the City of Savannah may terminate this MOU at any time. Such termination shall require notification in writing and provide the termination's effective date. The SAUSA will make every reasonable effort to assist the USAO to coordinate the transfer of any pending matters prior to termination.

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B. As set forth in section II.B., the SAUSA remains an employee of The Mayor and Aldermen of the City of Savannah at all times during this MOU. Upon termination of this MOU, the SAUSA's detail with the USAO and appointment as a SAUSA will be terminated and the SAUSA will return to his/her position with the City. The USAO, The Mayor and Aldermen of the City of Savannah, and the SAUSA understand and agree that termination of this agreement is not subject to review and the SAUSA does not acquire administrative appeal rights because of any termination.

C. This MOU and the appointment letter shall govern the detail of the SAUSA. No other conditions, oral or written, will affect this detail unless this MOU is modified through an amendment signed by the USAO and the SAUSA.

VIII. Requirement and Effective Date

Each SAUSA is required to receive and sign this MOU. This MOU shall be effective on the date when the last signatory has signed Section IX.

IX. Signatures

By signing this MOU below, all signatories affirm that they have read this MOU and agree to its terms, restrictions, and limitations, as applicable.

David H. Estes
United States Attorney
Southern District of Georgia

Date

City Attorney
The Mayor and Aldermen of the City of Savannah

Date

SAUSA Applicant's Name

Date