SHARED PART-TIME PROSECUTOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of ________, 20___ by and between the OFFICE OF THE COMMONWEALTH’S ATTORNEY OF __________________ COUNTY/CITY, Virginia and the OFFICE OF THE COMMONWEALTH’S ATTORNEY OF ________________ COUNTY/CITY, Virginia, for the purpose of employing __________________ (name) to act as an Assistant Commonwealth’s Attorney for each jurisdiction, and in accordance with §15.2-1534(B)(7) and §15.2-1626, the parties do agree as follows:

1. **JURISDICTIONS:** __________________ (name) will serve as an Assistant Commonwealth’s Attorney in each locality at the direction of the elected Commonwealth’s Attorney and may be terminated at any time by either or both localities. The position of Assistant Commonwealth’s Attorney for ________________ County/City is a locally funded position; the position of Commonwealth’s Attorney for ________________ County/City is a Compensation Board funded position from hourly wage/part-time money.

2. **HOST AGENCY:** ________________ County/City, Virginia will as the “host agency” and will be the responsible office to ensure compliance with all appropriate state and federal labor laws.

   ________________ County/City will be the responsible jurisdiction for receiving reimbursement from the Compensation Board for funds expended for the payment of salary to __________________ (name) in ________________ County/City, Virginia.

3. **REMUNERATION:** Payment of the salary of __________________ (name) will be as follows:

   a. That the Office of the Commonwealth’s Attorney of ________________ County/City will pay __________________ (name) at the hourly rate of $_______, not to exceed the total of $_______ per annum, such funds to be paid through the financial offices of ________________ County/City, Virginia pursuant to invoices received from ________________(name).

   b. That the Office of the Commonwealth’s Attorney of ________________ County/City will pay __________________ (name) at the hourly rate of $_______, not to exceed the total of $_______ per annum, such funds to be paid through the financial offices of ________________ County/City, Virginia pursuant to invoices received from ________________(name).
c. That pursuant to §15.2-1626, a shared assistant is not eligible to receive payment as a substitute prosecutor in the localities participating in this agreement.

d. Both ________________ County/City and _______________ County/City Commonwealth’s Attorneys agree that _________________(name) shall be considered a “part-time” employee paid on an hourly basis for services rendered and thus is not eligible for such benefits provided to “full-time” employees in either jurisdiction, such as sick/annual leave, retirement, medical insurance, etc.

e. Both ________________ County/City and _______________ County/City Commonwealth’s Attorneys agree that the appropriate FICA payroll taxes shall be paid by their respective counties/cities on any amounts owed to _________________(name).

4. **SCHEDULING**: The parties to this agreement agree that the scheduling will be made in advance in order to avoid any conflict and will be at the discretion of the Commonwealth’s Attorneys.

5. **TERMS**: This agreement may be terminated at any time by either Commonwealth’s Attorney, but will terminate no later than upon the election or appointment that replaces either of the Commonwealth’s Attorneys who are party to this agreement and whose signatures appear below.

6. **EFFECTIVE**: This agreement becomes effective upon the approval of the Compensation Board as evidence by the signature of its representative subscribed below.

**WITNESS** the following signatures:

Date ___________________________(name)
Commonwealth’s Attorney for _____________ County/City

Date ___________________________(name)
Commonwealth’s Attorney for _____________ County/City

Date ____________________________
Bruce W. Haynes, Executive Secretary
Compensation Board

Waddell\CommAtty\Shared Part-Time Prosecutor Agreement