

**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

