

# Issue Analysis Form



**Date:** May 26, 2020  
**Item:** MOU with Constitutional Officers to use Portions of the County's Personnel Policies  
**Lead Department(s):** Human Resources & County Attorney  
**Contact Person(s):** Corrie Hurt & Dan Whitten

## Description and Current Status

For a number of years, the County has entered into agreements that allow the Constitutional Officers to use portions of the County personnel system (see attached Agreements). The agreements are valid for the terms of office for each elected official. The current agreements expired on December 31, 2019 and the cooperative arrangement provided for in these Agreements have worked well over the years for both the County and the elected officials. Staff recommends that the Board authorize the Chairman to sign new agreements allowing use of the County personnel system by the Sheriff, Commonwealth's Attorney, Treasurer, Clerk of Circuit Court and Commissioner of the Revenue.

## Government Path

- Does this require IDA action?**  Yes  No
- Does this require BZA action?**  Yes  No
- Does This require Planning Commission Action?**  Yes  No
- Does this require Board of Supervisors action?**  Yes  No
- Does this require a public hearing?**  Yes  No
- If so, before what date?**  Yes  No

## Fiscal Impact Statement

None.

## County Impact

MOU agreements with the constitutional officers allow them to use portions of the county's personnel policies.

## Notes

A copy of the revised MOU for Commonwealth Attorney is attached with tracked

changes and one for the Treasurer. The revisions for the Treasurer are the same as the revisions made for the Clerk of Circuit Court, Sheriff and Commissioner of Revenue. There is one code section excluded from the Commonwealth Attorney's MOU to be in line with the language provided in the code section.

RESUME

May 26, 2020

A-#

**AUTHORIZATION FOR THE BOARD TO ENTER INTO  
AGREEMENTS BETWEEN THE COUNTY AND CONSTITUTIONAL  
OFFICERS ALLOWING THE CONSTITUTIONAL OFFICERS TO  
USE PORTIONS OF THE COUNTY PERSONNEL SYSTEM**

For a number of years, the County has entered into agreements that allow the Constitutional Officers to use portions of the County personnel system (see attached Agreements). The agreements are valid for the terms of office for each elected official. The current agreements expired on December 31, 2019 and the cooperative arrangement provided for in these Agreements have worked well over the years for both the County and the elected officials. Staff recommends that the Board authorize the Chairman to sign new agreements allowing use of the County personnel system by the Sheriff, Commonwealth's Attorney, Treasurer, Clerk of Circuit Court and Commissioner of the Revenue.

Board of Supervisors  
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 26<sup>th</sup> day of May 2020:

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Present:

Chairman, Donald R. Hunter,  
Vice-Chairman Alan R. Carmichael  
Marlene Waymack  
Floyd Brown, Jr.  
T.J. Webb

Vote:

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A-x

On motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, which carried unanimously, the following resolution was adopted:

**RESOLUTION; AUTHORIZATION TO ENTER AGREEMENTS WITH  
CONSTITUTIONAL OFFICERS**

BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 26<sup>th</sup> day of May, 2020, hereby authorizes the Board Chairman to enter into agreements with the Sheriff, Commonwealth's Attorney, Treasurer, Clerk of Circuit Court and Commissioner of the Revenue allowing them to use portions of the County personnel system as outlined in each individual agreement.

A Copy Teste:

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Percy C. Ashcraft  
County Administrator

**AGREEMENT BETWEEN THE BOARD OF SUPERVISORS  
AND THE SHERIFF OF  
PRINCE GEORGE COUNTY, VIRGINIA**

THIS AGREEMENT, effective January 1, 2020, and established pursuant to Virginia law and governed thereby, is between Harold E. Allin, III, Sheriff (hereinafter referred to as "Sheriff") and the Board of Supervisors of Prince George County, Virginia ("Board of Supervisors").

The Sheriff and the Board of Supervisors hereby agree that the Prince George County Personnel Policies and Procedures Manual ( "Personnel Manual") is extended to cover all employees and deputies of the Sheriff, except for the Sheriff himself, thereby establishing a uniform personnel system to the end that the Sheriff's employees and deputies will be considered County employees and will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein. The Sheriff shall have all authority as designated by the Personnel Manual for a Department Director.

Employees or deputies of the Sheriff will be subject to the County's personnel policies and regulations, except for: 1) the County's grievance procedures; and 2) the advertising of position vacancies; provided, however, that the Sheriff shall comply with Virginia Code Section 15.2-1604. Fringe benefits and future pay increases shall be set by the Board of Supervisors notwithstanding salary levels set by the State Compensation Board, but in no event shall the salary be less than that established by the State Compensation Board.

For as long as this agreement is in place, the Board shall provide increases to the Sheriff and his employees or deputies as set by the State Compensation Board and/or Virginia General Assembly; however the Board is only obligated to provide the specified percentage increase or bonus on the funded compensation board salary, not total salary. In no instance will a percentage increase on total salary be less than any percentage increase provided to all County employees.

Nothing in this Agreement shall be interpreted to infringe upon the authority of the Sheriff to control the operations of his office, including, without limitation [1] the authority to direct the work of his employees or deputies, [2] to hire, promote, transfer or appoint employees, [3] to discipline, suspend, demote, dismiss or terminate the appointment of any employee or deputy.

[4] to conduct performance reviews in his discretion, and [5] to conduct internal reviews of complaints and to retain notes from such reviews. The Sheriff's authority to terminate the appointment of an employee or deputy pursuant to Virginia Code Section 15.2-1603, shall not be infringed by this agreement. All employees of the Sheriff are "at-will" employees and do not possess any property rights in their employment. The Sheriff shall follow the Personnel Manual for County-funded paid interns, but is not required to follow the Personnel Manual for unpaid interns.

This Agreement shall remain in effect until December 31, 2023, unless earlier canceled by either party by the giving of 180 days written notice to the other party. In the event this Agreement is canceled, subject to an appropriation of funds by the Board of Supervisors, no employee or deputy shall be terminated due to the position being entirely county-funded and the Sheriff nor his employees or deputies shall have his/her salary decreased should the salary set by the State Compensation Board be less than that established by the Board. In addition, if the Agreement is cancelled, subject to an appropriation of funds by the Board of Supervisors, the County will pass along any salary increases that the Compensation Board has set. This would include employees or deputies whose salary may be supplemented by the County even if the employee is no longer eligible for salary increases that other County employees receive. Upon termination of this agreement, the Board, however, shall not be obligated to increase the salary of any employee or deputy so affected above the level set by the State Compensation Board regardless of increases provided to other employees of the County.

In the event this Agreement is canceled, the health insurance and other benefits provided by the County for the Sheriff and his employees or deputies shall stay in place until the end of the current fiscal year or 180 days, whichever is longer.

The County Human Resources Department shall maintain the official records of all employment actions for employees of the Sheriff. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel manual.

Witness the following signatures and seals.

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to form:

\_\_\_\_\_  
County Attorney





**AGREEMENT BETWEEN THE BOARD OF SUPERVISORS AND THE  
COMMONWEALTH'S ATTORNEY OF  
PRINCE GEORGE COUNTY, VIRGINIA**

THIS AGREEMENT, effective January 1, 2020, and established pursuant to Virginia law and governed thereby, is between Susan O. Fierro, Commonwealth's Attorney (hereinafter referred to as "Commonwealth's Attorney") and the Board of Supervisors of Prince George County, Virginia ("Board of Supervisors").

The Commonwealth's Attorney and the Board of Supervisors hereby agree that the Prince George County Personnel Policies and Procedures Manual ( "Personnel Manual") is extended to cover all employees of the Commonwealth's Attorney, except for the Commonwealth's Attorney herself, thereby establishing a uniform personnel system to the end that the Commonwealth's Attorney's employees will be considered County employees and will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein. The Commonwealth's Attorney shall have all authority as designated by the Personnel Manual for a Department Director.

Employees of the Commonwealth's Attorney will be subject to the County's personnel policies and regulations, except for: 1) the County's grievance procedures; and 2) the advertising of position vacancies. Fringe benefits and future pay increases shall be set by the Board of Supervisors notwithstanding salary levels set by the State Compensation Board, but in no event shall the salary be less than that established by the State Compensation Board.

For as long as this agreement is in place, the Board shall provide increases to the Commonwealth's Attorney and her employees as set by the State Compensation Board and/or Virginia General Assembly; however the Board is only obligated to provide the specified percentage increase or bonus on the funded compensation board salary, not total salary. In no instance will a percentage increase on total salary be less than any percentage increase provided to all County employees.

Nothing in this Agreement shall be interpreted to infringe upon the authority of the Commonwealth's Attorney to control the operations of her office, including, without limitation

[1] the authority to direct the work of her employees, [2] to hire, promote, transfer or appoint employees, [3] to discipline, suspend, demote, dismiss or terminate the appointment of any employee. [4] to conduct performance reviews in her discretion, and [5] to conduct internal reviews of complaints and to retain notes from such reviews. All employees of the Commonwealth's Attorney are "at-will" employees and do not possess any property rights in their employment. The Commonwealth's Attorney shall follow the Personnel Manual for County-funded paid interns, but is not required to follow the Personnel Manual for unpaid interns.

This Agreement shall remain in effect until December 31, 2023, unless earlier canceled by either party by the giving of 180 days written notice to the other party. In the event this Agreement is canceled, subject to an appropriation of funds by the Board of Supervisors, no employee shall be terminated due to the position being entirely county-funded and the Commonwealth's Attorney nor her employees shall have his/her salary decreased should the salary set by the State Compensation Board be less than that established by the Board. In addition, if the Agreement is cancelled, subject to an appropriation of funds by the Board of Supervisors, the County will pass along any salary increases that the Compensation Board has set. This would include employees whose salary may be supplemented by the County even if the employee is no longer eligible for salary increases that other County employees receive. Upon termination of this agreement, the Board, however, shall not be obligated to increase the salary of any employee so affected above the level set by the State Compensation Board regardless of increases provided to other employees of the County.

In the event this Agreement is canceled, the health insurance and other benefits provided by the County for the Commonwealth's Attorney and her employees shall stay in place until the end of the current fiscal year or 180 days, whichever is longer.

The County Personnel Office shall maintain the official records of all employment actions for employees of the Commonwealth's Attorney. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel manual.

Witness the following signatures and seals.

\_\_\_\_\_  
Commonwealth's Attorney

\_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to form:

\_\_\_\_\_  
County Attorney



**AGREEMENT BETWEEN THE BOARD OF SUPERVISORS AND THE  
TREASURER OF  
PRINCE GEORGE COUNTY, VIRGINIA**

THIS AGREEMENT, effective January 1, 2020, and established pursuant to Virginia law and governed thereby, is between Susan Clark Vargo, Treasurer (hereinafter referred to as "Treasurer") and the Board of Supervisors of Prince George County, Virginia ("Board of Supervisors").

The Treasurer and the Board of Supervisors hereby agree that the Prince George County Personnel Policies and Procedures Manual ("Personnel Manual") is extended to cover all employees and deputies of the Treasurer, except for the Treasurer herself, thereby establishing a uniform personnel system to the end that the Treasurer employees and deputies will be considered County employees and will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein. The Treasurer shall have all authority as designated by the Personnel Manual for a Department Director.

Employees and deputies of the Treasurer will be subject to the County's personnel policies and regulations, except for: 1) the County's grievance procedures; and 2) the advertising of position vacancies; provided, however, that the Treasurer shall comply with Virginia Code Section 15.2-1604. Fringe benefits and future pay increases shall be set by the Board of Supervisors notwithstanding salary levels set by the State Compensation Board, but in no event shall the salary be less than that established by the State Compensation Board.

For as long as this agreement is in place, the Board shall provide increases to the Treasurer and her employees or deputies as set by the State Compensation Board and/or Virginia General Assembly; however the Board is only obligated to provide the specified percentage increase or bonus on the funded compensation board salary, not total salary. In no instance will a percentage increase on total salary be less than any percentage increase provided to all County employees.

Nothing in this Agreement shall be interpreted to infringe upon the authority of the Treasurer to control the operations of her office, including, without limitation [1] the authority to direct the

work of her employees or deputies, [2] to hire, promote, transfer or appoint employees or deputies, [3] to discipline, suspend, demote, dismiss or terminate the appointment of any employee or deputy. [4] to conduct performance reviews in her discretion, and [5] to conduct internal reviews of complaints and to retain notes from such reviews. The Treasurer's authority to terminate the appointment of an employee or deputy pursuant to Virginia Code Section 15.2-1603, shall not be infringed by this agreement. All employees of the Treasurer are "at-will" employees and do not possess any property rights in their employment. The Treasurer shall follow the Personnel Manual for County-funded paid interns, but is not required to follow the Personnel Manual for unpaid interns.

This Agreement shall remain in effect until December 31, 2023, unless earlier canceled by either party by the giving of 180 days written notice to the other party. In the event this Agreement is canceled, subject to an appropriation of funds by the Board of Supervisors, no employee or deputy shall be terminated due to the position being entirely county-funded and the Treasurer nor her employees or deputies shall have his/her salary decreased should the salary set by the State Compensation Board be less than that established by the Board. In addition, if the Agreement is cancelled, subject to an appropriation of funds by the Board of Supervisors, the County will pass along any salary increases that the Compensation Board has set. This would include employees or deputies whose salary may be supplemented by the County even if the employee or deputy is no longer eligible for salary increases that other County employees receive. Upon termination of this agreement, the Board, however, shall not be obligated to increase the salary of any employee or deputy so affected above the level set by the State Compensation Board regardless of increases provided to other employees of the County.

In the event this Agreement is canceled, the health insurance and other benefits provided by the County for the Treasurer and her employees or deputies shall stay in place until the end of the current fiscal year or 180 days, whichever is longer.

The County Human Resources Department shall maintain the official records of all employment actions for employees of the Treasurer. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel manual.

Witness the following signatures and seals.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to form:

\_\_\_\_\_  
County Attorney





**AGREEMENT BETWEEN THE BOARD OF SUPERVISORS AND THE  
CLERK OF CIRCUIT COURT OF  
PRINCE GEORGE COUNTY, VIRGINIA**

THIS AGREEMENT, effective January 1, 2020, and established pursuant to Virginia law and governed thereby, is between Bishop Knott, Jr., Clerk of Circuit Court (hereinafter referred to as "Clerk of Court") and the Board of Supervisors of Prince George County, Virginia ("Board of Supervisors").

The Clerk of Court and the Board of Supervisors hereby agree that the Prince George County Personnel Policies and Procedures Manual ( "Personnel Manual") is extended to cover all employees and deputies of the Clerk of Court, except for the Clerk of Court himself, thereby establishing a uniform personnel system to the end that the Clerk of Courts employees and deputies will be considered County employees and will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein. The Clerk of Court shall have all authority as designated by the Personnel Manual for a Department Director.

Employees and deputies of the Clerk of Court will be subject to the County's personnel policies and regulations, except for: 1) the County's grievance procedures; and 2) the advertising of position vacancies; provided, however, that the Clerk of Court shall comply with Virginia Code Section 15.2-1604. Fringe benefits and future pay increases shall be set by the Board of Supervisors notwithstanding salary levels set by the State Compensation Board, but in no event shall the salary be less than that established by the State Compensation Board.

For as long as this agreement is in place, the Board shall provide increases to the Clerk of Court and his deputies as set by the State Compensation Board and/or Virginia General Assembly; however the Board is only obligated to provide the specified percentage increase or bonus on the funded compensation board salary, not total salary. In no instance will a percentage increase on total salary be less than any percentage increase provided to all County employees.

Nothing in this Agreement shall be interpreted to infringe upon the authority of the Clerk of Court to control the operations of his office, including, without limitation [1] the authority to

direct the work of his employees or deputies, [2] to hire, promote, transfer or appoint employees, [3] to discipline, suspend, demote, dismiss or terminate the appointment of any employee or deputy. [4] to conduct performance reviews in his discretion, and [5] to conduct internal reviews of complaints and to retain notes from such reviews. The Clerk of Court's authority to terminate the appointment of an employee or deputy pursuant to Virginia Code Section 15.2-1603, shall not be infringed by this agreement. All employees of the Clerk of Court are "at-will" employees and do not possess any property rights in their employment. The Clerk of Court shall follow the Personnel Manual for County-funded paid interns, but is not required to follow the Personnel Manual for unpaid interns.

This Agreement shall remain in effect until December 31, 2023, unless earlier canceled by either party by the giving of 180 days written notice to the other party. In the event this Agreement is canceled, subject to an appropriation of funds by the Board of Supervisors, no employee or deputy shall be terminated due to the position being entirely county-funded and the Clerk of Court nor his employees or deputies shall have his/her salary decreased should the salary set by the State Compensation Board be less than that established by the Board. In addition, if the Agreement is cancelled, subject to an appropriation of funds by the Board of Supervisors, the County will pass along any salary increases that the Compensation Board has set. This would include employees or deputies whose salary may be supplemented by the County even if the employee or deputy is no longer eligible for salary increases that other County employees receive. Upon termination of this agreement, the Board, however, shall not be obligated to increase the salary of any employee or deputy so affected above the level set by the State Compensation Board regardless of increases provided to other employees of the County.

In the event this Agreement is canceled, the health insurance and other benefits provided by the County for the Clerk of Court and his employees or deputies shall stay in place until the end of the current fiscal year or 180 days, whichever is longer.

The County Human Resources Department shall maintain the official records of all employment actions for employees of the Clerk of Court. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel manual.

Witness the following signatures and seals.

\_\_\_\_\_  
Clerk of Circuit Court

\_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to form:

\_\_\_\_\_  
County Attorney



**AGREEMENT BETWEEN THE BOARD OF SUPERVISORS AND THE  
COMMISSIONER OF THE REVENUE OF  
PRINCE GEORGE COUNTY, VIRGINIA**

THIS AGREEMENT, effective January 1, 2020, and established pursuant to Virginia law and governed thereby, is between Darlene Rowsey, Commissioner of the Revenue (hereinafter referred to as "Commissioner of the Revenue") and the Board of Supervisors of Prince George County, Virginia ("Board of Supervisors").

The Commissioner of the Revenue and the Board of Supervisors hereby agree that the Prince George County Personnel Policies and Procedures Manual ("Personnel Manual") is extended to cover all employees and deputies of the Commissioner of the Revenue, except for the Commissioner of the Revenue herself, thereby establishing a uniform personnel system to the end that the Commissioner of the Revenue's employees and deputies will be considered County employees and will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein. The Commissioner of the Revenue shall have all authority as designated by the Personnel Manual for a Department Director.

Employees and deputies of the Commissioner of the Revenue will be subject to the County's personnel policies and regulations, except for: 1) the County's grievance procedures; and 2) the advertising of position vacancies; provided, however, that the Commissioner of Revenue shall comply with Virginia Code Section 15.2-1604. Fringe benefits and future pay increases shall be set by the Board of Supervisors notwithstanding salary levels set by the State Compensation Board, but in no event shall the salary be less than that established by the State Compensation Board.

For as long as this agreement is in place, the Board shall provide increases to the Commissioner of the Revenue and her employees or deputies as set by the State Compensation Board and/or Virginia General Assembly; however the Board is only obligated to provide the specified percentage increase or bonus on the funded compensation board salary, not total salary. In no instance will a percentage increase on total salary be less than any percentage increase provided to all County employees.

Nothing in this Agreement shall be interpreted to infringe upon the authority of the Commissioner of the Revenue to control the operations of her office, including, without limitation [1] the authority to direct the work of her employees or deputies, [2] to hire, promote, transfer or appoint employees, [3] to discipline, suspend, demote, dismiss or terminate the appointment of any employee or deputy. [4] to conduct performance reviews in her discretion, and [5] to conduct internal reviews of complaints and to retain notes from such reviews. The Commissioner of the Revenue's authority to terminate the appointment of an employee or deputy pursuant to Virginia Code Section 15.2-1603, shall not be infringed by this agreement. All employees of the Commissioner of the Revenue are "at-will" employees and do not possess any property rights in their employment. The Commissioner of the Revenue shall follow the Personnel Manual for County-funded paid interns, but is not required to follow the Personnel Manual for unpaid interns.

This Agreement shall remain in effect until December 31, 2023, unless earlier canceled by either party by the giving of 180 days written notice to the other party. In the event this Agreement is canceled, subject to an appropriation of funds by the Board of Supervisors, no employee or deputy shall be terminated due to the position being entirely county-funded and the Commissioner of the Revenue nor her employees or deputies shall have his/her salary decreased should the salary set by the State Compensation Board be less than that established by the Board. In addition, if the Agreement is cancelled, subject to an appropriation of funds by the Board of Supervisors, the County will pass along any salary increases that the Compensation Board has set. This would include employees or deputies whose salary may be supplemented by the County even if the employee or deputy is no longer eligible for salary increases that other County employees receive. Upon termination of this agreement, the Board, however, shall not be obligated to increase the salary of any employee or deputy so affected above the level set by the State Compensation Board regardless of increases provided to other employees of the County.

In the event this Agreement is canceled, the health insurance and other benefits provided by the Commissioner of the Revenue and her employees or deputies shall stay in place until the end of the current fiscal year or 180 days, whichever is longer.

The County Human Resources Department shall maintain the official records of all employment actions for employees of the Commissioner of the Revenue. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel manual.

Witness the following signatures and seals.

\_\_\_\_\_  
Commissioner of the Revenue

\_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to form:

\_\_\_\_\_  
County Attorney





AGREEMENT BETWEEN THE BOARD OF SUPERVISORS  
AND THE COMMONWEALTH'S ATTORNEY OF  
PRINCE GEORGE COUNTY, VIRGINIA

THIS AGREEMENT, effective ~~July 1, 2013~~January 1, 2020, and established pursuant to Virginia law and governed thereby, is between ~~Jay "C" Paul~~Susan O. Fierro, Commonwealth's Attorney (~~hereinafter referred to as~~ "Commonwealth's Attorney") and the Board of Supervisors of Prince George County, Virginia ("Board of Supervisors").

The Commonwealth's Attorney and the Board of Supervisors hereby agree that the Prince George County Personnel Policies and Procedures Manual (~~the~~ "Personnel Manual") is extended to cover all employees and deputies (~~hereinafter referred to as~~ "employee" or "employees") of the Commonwealth's Attorney, except for the Commonwealth's Attorney ~~himself~~, thereby establishing a uniform personnel system to the end that the Commonwealth's Attorney's employees will be considered County employees and will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein. The Commonwealth's Attorney shall have all authority as designated by the Personnel Manual for a Department Director.

Employees ~~and deputies~~ of the Commonwealth's Attorney will be subject to the County's personnel policies and regulations, except for: 1) the County's grievance procedures; and 2) the advertising of position vacancies. ~~;~~ ~~provided, however, that the Commonwealth's Attorney shall comply with Virginia Code Section 15.2-1604.~~ Fringe benefits and future pay increases shall be set by the Board of Supervisors notwithstanding salary levels set by the State Compensation Board, but in no event shall the salary be less than that established by the State Compensation Board.

Nothing in ~~the~~is Agreement shall be interpreted to infringe upon the authority of the Commonwealth's Attorney to control the operations of ~~his~~ her office, including, without limitation [1] the authority to direct the work of ~~his~~ her employees ~~and deputies~~, [2] to hire, promote, transfer or appoint employees ~~and deputies~~, [3] to discipline, suspend,

demote, dismiss or terminate the appointment of any employee ~~or deputy~~, [4] to conduct performance reviews in her discretion, and [5] to conduct internal reviews of complaints ~~or misconduct~~ and to retain notes from such reviews, ~~and/or [6] to keep an internal personnel file.~~ The Commonwealth's Attorney's authority to terminate the appointment of a ~~deputy~~ pursuant to Virginia Code Section 15.2-1603, shall not be infringed by this agreement. All employees of the Commonwealth's Attorney are "at-will" employees and do not possess any property rights in their employment. The Commonwealth's Attorney shall follow the Personnel Manual for County-funded paid interns, but is not required to ~~shall not~~ follow the Personnel Manual for unpaid interns.

This Agreement shall remain in effect until December 31, 2023 ~~until December 31, 201523~~, unless earlier canceled by either party by the giving of 180 ~~18060~~ days written notice to the other party. In the event this Agreement is canceled, subject to an appropriation of funds by the Board of Supervisors, no employee shall be terminated due to the position being entirely county-funded and the Commonwealth's Attorney nor her salary for any employees or deputy shall be have his/her salary decreased diminished should the salary set by the State Compensation Board be less than that established by the Board. Upon termination of this Agreement cancellation; ~~The~~ Board, however, shall not be obligated to increase the salary of any employee ~~or deputy~~ so affected above the level set by the State Compensation Board regardless of increases provided to other employees of the County. In the event this Agreement is canceled, the health insurance and other benefits provided by the County for the Commonwealth's Attorney and her employees, shall stay in place until the end of the current fiscal year or 180 days, whichever is longer. ~~or increases established by the Virginia General Assembly.~~

The Board shall provide increases to the Commonwealth's Attorney and her employees as set by the State Compensation Board and/or Virginia General Assembly, however is only obligated to provide the specified percentage increase or bonus on the funded compensation board salary, not total salary in the instance that the state gives an increase when the County does not provide an increase to all County employees. The increase will only be given to the employees who are funded completely by the state or whose

salary would be less than what the state provides if they were not given the increase. In no instance will a percentage increase on total salary be less than any percentage increase provided to all County employees.

The County ~~Personnel Office~~ Human Resources Department shall maintain the official records of all employment actions for employees and deputies of the Commonwealth's Attorney. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel manual.

~~The County Personnel Office shall maintain the official records of all employment actions for employees and deputies of the Commonwealth's Attorney. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel manual.~~

Witness the following signatures and seals.

Commonwealth's Attorney

\_\_\_\_\_

\_\_\_\_\_

~~County Administrator~~ Chairman, Board  
of Supervisors

\_\_\_\_\_

~~Chairman, Board of Supervisors~~

Approved as to form:  
County Attorney

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**AGREEMENT BETWEEN THE BOARD OF SUPERVISORS AND  
THE ~~COMMONWEALTH'S ATTORNEY~~ TREASURER  
OF PRINCE GEORGE COUNTY, VIRGINIA**

THIS AGREEMENT, effective ~~July~~ January 1, 202013, and established pursuant to Virginia law and governed thereby, is between ~~Jay "C" Paul~~ Susan Clark Vargo, ~~Commonwealth's Attorney~~ Treasurer (hereinafter referred to as "~~Treasurer~~ Commonwealth's Attorney") and the Board of Supervisors of Prince George County, Virginia.

The ~~Commonwealth's Attorney~~ Treasurer and the Board of Supervisors hereby agree that the County Personnel Policies and Procedures Manual ("the Personnel Manual") is extended to cover all employees and deputies of the ~~Commonwealth's Attorney~~ Treasurer, except for the ~~Commonwealth's Attorney~~ Treasurer ~~himself~~ herself, thereby establishing a uniform personnel system to the end that the ~~Commonwealth's Attorney's~~ Treasurer's employees will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees, except as provided herein. The ~~Commonwealth's Attorney~~ Treasurer shall have all authority as designated by the Personnel Manual for a Department Director.

Employees and deputies of the ~~Commonwealth's Attorney~~ Treasurer will be subject to the County's personnel policies and regulations, ~~excepting~~: 1) the County's grievance procedures; and 2) the advertising of position vacancies; provided, however, that the Commonwealth's Attorney shall comply with Virginia Code Section 15.2-1604. Fringe benefits and future pay increases shall be set by the Board of Supervisors notwithstanding salary levels set by the State Compensation Board, but in no event shall the salary be less than that established by the State Compensation Board.

For as long as this agreement is in place, the Board shall provide increases to the Treasurer and her employees or deputies as set by the State Compensation Board and/or Virginia General Assembly; however the Board is only obligated to provide the specified percentage increase or bonus on the funded compensation board salary, not total salary. In no instance will a percentage increase on total salary be less than any percentage increase provided to all County employees.

Nothing in the Agreement shall be interpreted to infringe upon the authority of the ~~Commonwealth's Attorney~~ Treasurer to control the operations of his office, including, without limitation [1] the authority to direct the work of his employees and deputies, [2] to hire, promote, transfer or appoint employees and deputies, [3] to discipline, suspend,

demote, dismiss or terminate the appointment of any employee or deputy. [4] to conduct performance reviews in her discretion, and [5] to conduct internal reviews of complaints and to retain notes from such reviews. The ~~Commonwealth's Attorney's~~ Treasurer's authority to terminate the appointment of a deputy pursuant to Virginia Code Section 15.2-1603, shall not be infringed by this agreement. All employees of the ~~Commonwealth's Attorney~~ Treasurer are "at-will" employees and do not possess any property rights in their employment. The Treasurer shall follow the Personnel Manual for County-funded paid interns, but is not required to follow the Personnel Manual for unpaid interns.

This Agreement shall remain in effect until December 31, 2023, unless earlier canceled by either party by the giving of 180 days written notice to the other party. In the event this Agreement is canceled, subject to an appropriation of funds by the Board of Supervisors, no employee or deputy shall be terminated due to the position being entirely county-funded and the Treasurer nor her employees or deputies shall have his/her salary decreased should the salary set by the State Compensation Board be less than that established by the Board. In addition, if the Agreement is cancelled, subject to an appropriation of funds by the Board of Supervisors, the County will pass along any salary increases that the Compensation Board has set. This would include employees or deputies whose salary may be supplemented by the County even if the employee or deputy is no longer eligible for salary increases that other County employees receive. Upon termination of this agreement, the Board, however, shall not be obligated to increase the salary of any employee or deputy so affected above the level set by the State Compensation Board regardless of increases provided to other employees of the County.

In the event this Agreement is canceled, the health insurance and other benefits provided by the County for the Treasurer and her employees or deputies shall stay in place until the end of the current fiscal year or 180 days, whichever is longer.

~~This Agreement shall remain in effect until December 31, 2015, unless earlier canceled by either party by the giving of 60 days written notice to the other party. In the event this Agreement is canceled, no salary for any employee or deputy shall be diminished should the salary set by the State Compensation Board be less than that established by the Board. The Board, however, shall not be obligated to increase the salary of any employee or deputy so effected above the level set by the State Compensation Board regardless of increases provided to other employees of the County or increases established by the Virginia General Assembly.~~



The County ~~Personnel Office~~ Human Resources Department shall maintain the official records of all employment actions for employees and deputies of the ~~Commonwealth's Attorney~~ Treasurer. Records and forms will be submitted in accordance with procedures outlined by the County Administrator and/or stated in the Personnel manual.

Witness the following signatures and seals.

\_\_\_\_\_  
Commonwealth's Attorney

\_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to form:

\_\_\_\_\_  
County Attorney

