



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved Nov, 24, 2008

4.11

Financial Services

**State-Paid, County Reimbursed
(SPCR) Personnel**

1. **Authority.** This policy is adopted pursuant to O.C.G.A. § 15-18-20.1, as amended, which authorizes the governing authority of a county or municipality to contract with the Prosecuting Attorneys' Council for the purpose of providing additional personnel to the District Attorney for the Judicial Circuit in which such county or municipality is located.
2. **Application.** The provisions of this policy shall apply to and be incorporated by reference into all contracts for state paid, county reimbursed (SPCR) personnel that are entered into or renewed on or after January 1, 2009.
3. **Contracts for SPCR Personnel.**
 - (a) All contracts for SPCR personnel shall be in writing, signed by the Executive Director of the Council, the District Attorney for the Judicial Circuit and an authorized representative of the governing authority of the county or municipality providing the additional personnel, unless the District Attorney has been authorized to execute the contract on behalf of the governing authority of the county or municipality. If more than one county or municipality within the Judicial Circuit is a party to the contract, an authorized representative of each jurisdiction must sign the contract on behalf of the respective governing authority.
 - (b) The District Attorney shall provide the Council with:
 - (1) A copy of an ordinance or resolution adopted by the governing authority of such county or municipality authorizing the county or municipality to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose; and
 - (2) A copy of the ordinance or resolution authorizing the representative to sign the contract on behalf of the governing authority, if such authority is not contained in the ordinance or resolution referenced above.
 - (c) Unless automatic annual renewals are specifically provided for in the contract, all renewals of contracts for SPCR personnel must be executed as provided in (a) above.



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4. Application of Council Rules to SPCR Personnel.
 - (a) Unless otherwise specifically provided in this Policy or the contract, the Council Rules apply to SPCR personnel.
 - (b) *Application of Chapter 3 of the Council Rules, to SPCR Personnel.* Chapter 3, Personnel, applies to SPCR personnel except as follows:
 - (1) Rule 3.5 (Compensation Plan) shall not apply unless specifically provided in the contract. SPCR personnel shall be compensated at the rate specified in the contract;
 - (2) Rule 3.7 (Transfers) shall apply except as follows. If the individual being employed as a SPCR employee is employed by an agency of the State of Georgia immediately prior to the transfer and there is no break in service, the Council will not accept any unused leave accrued by such employee unless the governing authority of the county or municipality agrees in writing to accept financial responsibility for such accrued leave.
 - (3) Rule 3.9 (Assistant District Attorneys), Rule 3.10 (District Attorney Investigators), Rule 3.11 (Victim Assistance Personnel) and Rule 3.12 (Administrative, Clerical and Paraprofessional Personnel) do not apply to SPCR personnel except to the extent that the Rules re-state the minimum qualifications for such positions established by State law.
 - (4) Rule 3.15 (Performance Based Salary Increases) shall not apply to SPCR personnel. See Section 5 of this Policy.
 - (5) Rule 3.20 (Annual, Sick and Miscellaneous Leave; Administrative Time).
 - (A) SPCR personnel shall be entitled to annual, sick, and miscellaneous leave and administrative time on the same basis as all other state paid personnel.
 - (B) The contract shall provide that a SPCR employee will be paid for terminal leave (any unused annual leave, up to a maximum of 45



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days) upon death, retirement, resignation, dismissal or abandonment. No terminal leave shall be paid by the Council until such time as the county provides the funds for such payment.

(C) The contract shall provide for the governing authority to pay the Council for any costs associated with the transfer of any unused leave or forfeited leave accrued by a SPCR employee who is transferred to a state funded position.

(c) Any transfer of personnel from SPCR to state-paid or from state-paid to SPCR shall be effective at the end of the pay period during which the transfer request is made, regardless of date of request.

5. Increases in Compensation.

(a) Unless specifically provided for in the contract, SPCR personnel are not eligible for cost-of-living increases, performance-based increases or across-the-board raises which may, from time-to-time be approved for state employees by the General Assembly.

(b) Unless specifically provided for in the contract, SPCR personnel are not eligible for step-increases or other in-grade increases in compensation that may be authorized for state-paid personnel of the same class.

(c) Any increase in the compensation for SPCR employees must be approved by the district attorney and authorized by the contracting governing authority.¹

6. Administrative Service Fee.

(a) Each contract shall be subject to an administrative service fee in an amount that will offset the actual administrative cost incurred by the Council to administer such contract, provided that such fee shall not to exceed one and one-half percent (1.5%)

¹ If the contracting governing authority includes funds for such increases in the contract budget, approval of individual raises by the governing authority is not required.



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of the total amount of funds expended pursuant to the contract. Funds derived from this fee shall be used to offset the cost of administering the contract and providing human resources support for SPCR personnel.

(b) The administrative services fee shall be billed monthly.

7. Billing.

(a) The governing authority or its designee will be billed monthly for the costs associated with the SPCR personnel and administrative fees at the end of each payroll period except the last two months of the fiscal year (May and June) will be billed in advance.

(b) If the governing authority fails to pay the amount due for the payroll period, the Council may:

- (1) Use any other funds, other than state appropriated funds, that may be available to the Council for the operations of the judicial circuit;
- (2) Take such action as may be necessary to enforce the contract; or
- (3) Terminate the contract.

8. Termination.

(a) *Non-availability of funds.*

(1) In the event that the source of payment for SPCR personnel no longer exists or is reduced during the term of the contract, the Council may adjust the agreement and notify the District Attorney and the appropriate governing authority accordingly. The governing authority or the District Attorney shall promptly notify the Council in writing of any reduction or termination of funding and the date that such reduction or termination shall take effect. Any reduction or termination of funding shall not relieve the governing authority of the legal obligation to pay for services already provided prior to notification of the reduction or termination.



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- (2) Upon receipt of notification of a reduction, the Council staff shall promptly initiate reduction-in-force procedures. If the contract is terminated, the Council staff shall cease all services under the contract as of the date the termination becomes effective, except for any actions necessary and required to close out the contract.
- (b) *Due to default or for cause.* If the governing authority fails to perform any of the provisions of the contract, the Council may terminate the contract. Prior to terminating the contract, the Council will notify the District Attorney and the governing authority in writing of the reasons for termination and the termination date.
- (c) *For Convenience.* A contract for SPCR personnel may be cancelled or terminated by the parties without cause, provided that the party terminating the contract provides 60 days prior written notice to the other parties to the contract.
- (d) *Other.* Additional terms and condition for termination of the contract may be provided for in the contract.