

**Stricken language would be deleted from and underlined language would be added to the law as it existed
prior to this session of the General Assembly.
Act 458 of the Regular Session**

1 State of Arkansas
2 85th General Assembly
3 Regular Session, 2005
4

A Bill

HOUSE BILL 1594

5 By: Representatives Dickinson, Cook, Everett, Rogers
6 By: Senators Miller, Critcher, Wooldridge
7

For An Act To Be Entitled

AN ACT TO PROVIDE FOR THE CONTINGENT EXPENSE
ALLOWANCE AND STAFF OF THE PROSECUTING ATTORNEY
OF THE THIRD JUDICIAL DISTRICT; AND FOR OTHER
PURPOSES.

Subtitle

AN ACT TO PROVIDE FOR THE CONTINGENT
EXPENSE ALLOWANCE AND STAFF OF THE
PROSECUTING ATTORNEY OF THE THIRD
JUDICIAL DISTRICT.

22 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
23

24 SECTION 1. Arkansas Code § 16-21-801 is amended to read as follows:
25 16-21-801. Contingent expense allowance.

26 (a) The office of the Prosecuting Attorney of the Third Judicial
27 District shall receive not less than a contingent expense reimbursement for
28 the expenses of his office, including, but not limited to, telephone,
29 telegraph, postage, printing, office supplies and equipment, office rent,
30 stationery, traveling expense, special service, operation of automobiles, and
31 such other expense which, within the discretion of the prosecuting attorney,
32 may be a proper expense of the office, and also including necessary expenses
33 in connection with any proper investigation incident to any criminal law
34 violation or trials before any grand jury or any court within the judicial
35 district coming within the duties of his or her office.



(b) The expenses provided for in subsection (a) of this section shall be borne by the counties comprising the Third Judicial District as follows:

~~(A)(1)~~ Jackson\$5,000
\$6,250 per year;

~~(B)(2)~~ Lawrence\$5,000
\$6,250 per year;

~~(C)(3)~~ Randolph\$5,000
\$6,250 per year; and

~~(D)(4)~~ Sharp\$5,000
\$6,250 per year+.

(c)(1) The expenses provided for shall be paid in equal quarterly installments from each county general fund, and the checks shall be made payable to the office of the Prosecuting Attorney of the Third Judicial District.

(2) Disbursements shall be made by the prosecuting attorney for the necessary expenses of the office based upon adequate documentation.

(d)(1) Each deputy prosecuting attorney of the Third Judicial District shall receive a reimbursement for the expenses of his or her office, including, but not limited to, maintenance and operation, capital outlay, office supplies, telephone, postage, copying, insurance, and library.

(2)(A) Disbursements shall be made for the necessary expenses of the office based upon adequate documentation and upon appropriation of the respective county's quorum court and approval of each respective county judge.

(B) The prosecuting attorney or deputies may also be allowed additional expenses upon appropriation of the quorum court and approval of each respective county judge.

(e) The Prosecuting Attorney of the Third Judicial District shall be entitled to the following assistants and employees:

~~(1)(A)(i) One (1) chief deputy prosecuting attorney, whose salary shall not be less than twenty eight thousand seventy dollars (\$28,070) per annum.~~

~~(ii) The salary is to be paid in accordance with the pay periods and payroll policy for county employees of Jackson County.~~

~~(B) In addition to the salary, social security, matching retirement, insurance, and all related salary expenses shall be paid by~~

1 Jackson County;

2 ~~(2)(A)(i) One (1) deputy prosecuting attorney, whose salary~~
 3 ~~shall not be less than twenty four thousand three hundred fifty dollars~~
 4 ~~(\$24,350) per annum.~~

5 ~~(ii) The salary is to be paid in accordance with the~~
 6 ~~pay periods and payroll for county employees of Lawrence County.~~

7 ~~(B) In addition to the salary, social security, matching~~
 8 ~~retirement, insurance, and all related salary expenses shall be paid by~~
 9 ~~Lawrence County;~~

10 ~~(3)(A)(i) One (1) deputy prosecuting attorney, whose salary~~
 11 ~~shall not be less than twenty one thousand seven hundred fifty dollars~~
 12 ~~(\$21,750) per annum.~~

13 ~~(ii) The salary is to be paid in accordance with the~~
 14 ~~pay periods and payroll policy for county employees of Randolph County.~~

15 ~~(B) In addition to the salary, social security, matching~~
 16 ~~retirement, insurance, and all related salary expenses shall be paid by~~
 17 ~~Randolph County;~~

18 ~~(4)(A)(i) One (1) deputy prosecuting attorney, whose salary~~
 19 ~~shall not be less than twenty thousand nine hundred dollars (\$20,900) per~~
 20 ~~annum.~~

21 ~~(ii) The salary is to be paid in accordance with the~~
 22 ~~pay periods and payroll policy for county employees of Sharp County.~~

23 ~~(B) In addition to the salary, social security, matching~~
 24 ~~retirement, insurance, and all related salary expenses shall be paid by Sharp~~
 25 ~~County;~~

26 ~~(5)(A)(i) One (1) deputy prosecuting attorney, whose salary~~
 27 ~~shall not be less than twenty thousand nine hundred dollars (\$20,900) per~~
 28 ~~annum.~~

29 ~~(ii) The salary is to be paid in accordance with the~~
 30 ~~pay periods and payroll policy for county employees of Jackson County.~~

31 ~~(B)(i) In addition to the salary, social security,~~
 32 ~~matching retirement, insurance, and all related salary expenses shall be paid~~
 33 ~~by Jackson County.~~

34 ~~(ii) The counties of Lawrence, Randolph, and Sharp~~
 35 ~~shall reimburse Jackson County for a pro rata share of the salary, social~~
 36 ~~security, matching retirement, insurance, and all related salary expenses~~

1 ~~paid for this position;~~

2 ~~(6)(1)(A)(i)~~ One (1) administrative assistant, whose salary
3 shall not be less than twenty-four thousand five hundred dollars (\$24,500)
4 per annum.

5 (ii) The salary is to be paid in accordance with the
6 pay periods and payroll policy of ~~Sharp~~ Jackson County.

7 (B)(i) In addition to the salary, social security,
8 matching retirement, insurance, and all related salary expenses shall be paid
9 by ~~Sharp~~ Jackson County.

10 (ii) The counties of Lawrence, Randolph, and ~~Jackson~~
11 Sharp shall each reimburse ~~Sharp~~ Jackson County for a pro rata share of the
12 salary, social security, matching retirement, insurance, and all related
13 salary expenses paid for this position;

14 ~~(7)(A)(i)~~ ~~One (1) part-time secretary, whose salary shall not be~~
15 ~~less than ten thousand dollars (\$10,000) per annum.~~

16 ~~(ii)~~ ~~The salary is to be paid in accordance with the~~
17 ~~pay periods and payroll policy of Jackson County.~~

18 ~~(B)~~ ~~In addition to the salary, social security, matching~~
19 ~~retirement, insurance, and all related salary expenses shall be paid by~~
20 ~~Jackson County;~~

21 ~~(8)(2)(A)(i)~~ One (1) part-time secretary, whose salary shall not
22 be less than ten thousand dollars (\$10,000) per annum.

23 (ii) The salary is to be paid in accordance with the
24 pay periods and payroll policy of Lawrence County.

25 (B) In addition to the salary, social security, matching
26 retirement, insurance, and all related salary expenses shall be paid by
27 Lawrence County;

28 ~~(9)(3)(A)(i)~~ One (1) ~~part-time~~ full-time secretary, whose salary
29 shall not be less than ten thousand dollars (\$10,000) per annum.

30 (ii) The salary is to be paid in accordance with the
31 pay periods and payroll policy of Randolph County.

32 (B) In addition to the salary, social security, matching
33 retirement, insurance, and all related salary expenses shall be paid by
34 Randolph County;

35 ~~(10)(4)(A)(i)~~ One (1) ~~part-time~~ full-time secretary, whose
36 salary shall not be less than ten thousand dollars (\$10,000) per annum.

1 (ii) The salary is to be paid in accordance with the
2 pay periods and payroll policy of Sharp County.

3 (B) In addition to the salary, social security, matching
4 retirement, insurance, and all related salary expenses shall be paid by Sharp
5 County; and

6 ~~(11)(5)~~(A)(i) One (1) ~~part-time~~ full-time Jackson County / Third
7 Judicial District secretary, whose salary shall not be less than ~~ten thousand~~
8 ~~dollars (\$10,000)~~ twenty thousand dollars (\$20,000) per annum.

9 (ii) The salary is to be paid in accordance with the
10 pay periods and payroll policy of Jackson County.

11 (B)(i) In addition to the salary, social security,
12 matching retirement, insurance, and all related salary expenses shall be paid
13 by Jackson County.

14 (ii) The counties of Lawrence, Randolph, and Sharp
15 shall each reimburse Jackson County for a ~~pro-rata~~ one-eighth share of the
16 salary, social security, matching retirement, insurance, and all related
17 salary expenses paid for this position.

18 (f) Nothing in this section shall prevent or prohibit each quorum
19 court in the respective counties in the Third Judicial District from
20 appropriating additional positions, salaries, salary matching requirements,
21 or expenses greater than the amounts mandated in this section should they
22 deem it necessary to do so.

23 (g) The Prosecuting Attorney of the Third Judicial District shall be
24 allowed additional assistance and employees in each county upon appropriation
25 of the quorum court and approval of the county judge in each respective
26 county.

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28 SECTION 2. The provisions of this act shall be retroactive to January
29 1, 2005.

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31 SECTION 3. EMERGENCY CLAUSE. It is found and determined by the
32 General Assembly of the State of Arkansas that this act is essential to the
33 operation of the criminal justice system in the Third Judicial District; that
34 this act will provide needed personnel to the prosecuting attorney of the
35 Third Judicial District; and that this act is immediately necessary because
36 the additional personnel are critical to the effort to combat crime in the

1 Third Judicial District. Therefore, an emergency is declared to exist and
2 this act being immediately necessary for the preservation of the public
3 peace, health, and safety shall become effective on:

4 (1) The date of its approval by the Governor;

5 (2) If the bill is neither approved nor vetoed by the Governor,
6 the expiration of the period of time during which the Governor may veto the
7 bill; or

8 (3) If the bill is vetoed by the Governor and the veto is
9 overridden, the date the last house overrides the veto.

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12 APPROVED: 3/02/2005
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