A JOINT RESOLUTION APPROVING
THE WARRICK COUNTY SHERIFF'S CONTRACT

WARRICK COUNTY COUNCIL RESOLUTION NO. 2005-01
AND
WARRICK COUNTY COMMISSIONERS RESOLUTION NO. 2005-04

WHEREAS, the Warrick County Board of Commissioners is the County Executive of Warrick County, Indiana; and

WHEREAS, the Warrick County Council is the Fiscal Body of Warrick County, Indiana; and

WHEREAS, Marvin D. Heilman is the Sheriff of Warrick County having assumed said office on January 1, 2003, with his term to expire on December 31, 2006; and

WHEREAS, Indiana Code 36-2-13-2.5 provides for the entering into a contract between the Sheriff, the Executive and Fiscal Body for the provision of compensation for the Sheriff; and

WHEREAS, the Warrick County Council and the Warrick County Commissioners deem it to be in the best interest of Warrick County and its citizens that a contract exist between Warrick County through its County Fiscal Body and County Executive and its Sheriff for the provision of compensation for the Sheriff for calendar years 2005 and 2006 and to expire on December 31, 2006; and

WHEREAS, attached hereto and incorporated herein is a form of contract that the County Executive and Fiscal Body deem to be in the best interest of Warrick County and contains terms and conditions satisfactory to the County Executive and County Fiscal Body.

NOW, THEREFORE, BE IT RESOLVED by the Warrick County Council as Fiscal Body of Warrick County, and the Warrick County Board of Commissioners as the

County Executive of Warrick County, that the contract attached hereto and incorporated herein be and the same is hereby approved and that the presiding officers of the Warrick County Council and the Warrick County Commissioners be and they are hereby authorized and directed to execute the same on behalf of Warrick County, Indiana.

PASSED THIS 6th day of JANUARY, 2005, by the Warrick County Council.

PASSED THIS 16 day of February, 2005, by the Warrick County Commissioners.

Dated this 16 day of February, 2005.

WARRICK COUNTY COUNCIL

Gary R. Meyer, President

Greg Richmond

Raymond McIntyre

Raymond Bracher

Robert Addington

David Hachmeister

Joe Schitter

ATTEST:

Richard I. Kixmiller

Richard I. Kixmiller, Warrick County Auditor

Dated this ____ day of _____, 2005.

WARRICK COUNTY COMMISSIONERS

Philip H. Baxter

Philip Baxter, President

Don Williams

Don Williams

Carl Conner

Carl Conner

_____

Philip Baxter

ATTEST:

Richard I. Kixmiller

Richard I. Kixmiller, Warrick County Auditor

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SHERIFF'S SALARY CONTRACT

THIS AGREEMENT entered into as of the 1st day of January, 2005, by and between Marvin D. Heilman, Sheriff of Warrick County, Indiana (the "Sheriff"); the Warrick County Council (the "Council"); and the Board of Commissioners of Warrick County (the "Commissioners"); the Council and Commissioners being hereinafter collectively referred to as the "County", WITNESSETH:

WHEREAS, the Sheriff is entitled to fees for the collection of tax warrants as described in I.C. 6-8.1-8-3 and is entitled to fees for the providing of meals housed in the County Jail pursuant to I.C. 36-8-10-7 as well as a salary fixed annually by the Council; and

WHEREAS, the legislature of the State of Indiana did in 1993 enact I.C. 36-2-13-2.5 which provides the Sheriff and the County the opportunity to contractually agree to set the Sheriff's salary in a fixed mount in lieu of fee compensation; and

WHEREAS, the Sheriff and the County believe that it would be in the best interest of the Sheriff and the County to provide for a fixed amount of compensation for the Sheriff in lieu of the Sheriff's receipt of fees provided for in I.C. 6-8.1-8-3 and I.C. 36-8-10-7 and the Sheriff is willing to assign the County those fees; and

WHEREAS, the County in consideration of the Sheriff's assignment of such fees to the county is willing to approve a fixed amount of compensation for the Sheriff.

NOW, THEREFORE, in consideration of the mutual covenants and conditions recited herein the parties agree as follows:

1. The Sheriff shall assign to the County and from time to time deposit in the County General Fund any and all fees he is otherwise entitled to receive as collection fees Pursuant to I.C. 6-8.1-8-3.

2. The Sheriff shall assign to the County all fees from prisoner's meal allowances received under I.C. 36-8-10-7, with said fees to be the sole and absolute property of the County and not deemed as compensation for employment under the Internal Revenue Code and Internal Revenue Service Regulations.

3. The County hereby establishes a fixed amount of compensation for the Sheriff in the amount of Eighty-Three Thousand Four Hundred Dollars ($83,400.00) per year for calendar years 2005 and 2006. It is understood that the Sheriff's fixed amount of compensation is in lieu of fee compensation under I.C. 6-8.1-8-3 and I.C. 36-8-10-7 and shall be paid from the County General Fund in the manner that salaries of other County officials are paid. In addition to the compensation established for the Sheriff hereunder, the Sheriff shall receive holiday pay for a number of holidays equal to the number of paid holidays for the other members of the Sheriff's Office at a rate utilizing the compensation hereunder as the annual base rate. The Sheriff further agrees and acknowledges that by signing this contract he is not eligible to participate in or receive any benefits from the County Health Insurance plan as well as any other County benefits afforded to County employees not specifically addressed

herein. Upon termination of this agreement, the salary of the Sheriff or the Sheriff's successor shall be in an amount equal to the salary prescribed for the Warrick County Sheriff for calendar year 2001 as established by the Council unless and until such time as the Sheriff or the Sheriff's successor and the County shall mutually agree otherwise.

4. The Sheriff shall pay for the feeding of the prisoners from the meal allowance funds, provided under I.C. 36-8-10-7 under the procedures established by the "Accountable Plan" established in 1995. Neither the Sheriff nor the Sheriff's officers, deputies or employees, shall make a profit from the meal allowances. After the expenses of feeding prisoners are paid, the Sheriff shall deposit any unspent meal allowance money in the County General Fund for use for any General Fund purpose.

5. The method and manner of assignment of fees to the county by the Sheriff shall be done and made on such terms and conditions as the Sheriff, the County, and the State Board of Tax Commissioners shall agree in order to effectuate this agreement and to the fullest extent possible to preclude those fees described in I.C. 6-8.1-8-3 and I.C. 36-8-10-7 from being deemed compensation for employment under the Internal Revenue Code and the Internal Revenue Service Regulations and thus subject to W-2 reporting.

6. The Sheriff shall at all times maintain all required records and reports in such form and manner as prescribed by the Indiana State Board of Accounts.

7. The Sheriff shall file an accounting of expenditures for feeding prisoners with the County Auditor on the first Monday of January and the first Monday of July of each year in accordance with I.C. 36-2-13-2.5.

8. Nothing in this agreement shall be construed in any manner to relieve the Sheriff of any of his responsibilities or duties under I.C. 6-8.1-8-3 or I.C. 36-8-10-7, nor in any other way be deemed to limit the powers and duties of the Sheriff provided for under Indiana law.

9. Nothing in this agreement shall be construed as limiting the benefits of the Sheriff to retirement or disability as previously established by the County for the Sheriff and all of such benefits shall be in addition to and not considered a part of the fixed amount of compensation provided for in paragraph 3 above.

10. This agreement shall terminate at the end of the year 2006 and shall be co-extensive with the term of office of Marvin D. Heilman as Sheriff of Warrick County unless the Sheriff's term in office shall expire before the end of the year 2006.

11. During the term of this agreement, the Sheriff agrees to maintain the availability of the Warrick County Security Center for the housing of State prisoner inmates at a level consistent with the number of inmates housed during calendar year 2004. The parties hereto acknowledge that the

availability of State prisoner inmates for housing in the Warrick County Security Center is a matter within the sole discretion of the Indiana Department of Corrections. In the event the annual average daily State prisoner inmate population housed in any year covered under the term of this Contract in the Warrick County Security Center falls below 60% of the average daily State prisoner inmate population housed in the Warrick County Security Center as established for the calendar year 2002, the parties hereto agree to reopen negotiations on a reduction of the base compensation of the Sheriff hereunder for the next succeeding calendar year. In the event the County's and Sheriff's need for jail space in the Warrick County Security Center correspondingly causes a reduction of space availability for the housing of State prisoner inmates to fall below the amount provided for herein, the Sheriff shall have no obligation to renegotiate the salary for the next succeeding year. Provided further, however, nothing herein shall prevent the Sheriff from temporarily reducing the level of State prisoner inmate population for necessary jail maintenance or for public or employee safety considerations.

12. This agreement shall be effective as of January 1, 2005 following approval by resolution of both the Council and the Commissioners.

Phillip H. Baxter

Philip Baxter, President
of the Warrick County Board of Commissioners

Gary R. Meyer, President
of the Warrick County Council

Marvin D. Heilman, Sheriff of Warrick County

February 16, 2005
Date

ATTEST:

Richard I. Kixmiller, Warrick County Auditor