A JOINT RESOLUTION APPROVING
THE WARRICK COUNTY SHERIFF'S CONTRACT

WARRICK COUNTY COMMISSIONERS RESOLUTION NO. 2009 - 4

AND

WARRICK COUNTY COUNCIL RESOLUTION NO. 2009 - 4

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, 2007, with his term to expire on December 31, 2010; 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 Commissioners and the Warrick County Council deem it to be in the best interest of Warrick County and its citizens that a contract exist between Warrick County through its County Executive and County Fiscal Body and its Sheriff for the provision of compensation for the Sheriff for calendar years 2009 to expire on December 31, 2009; 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 Commissioners as the County Executive of Warrick County, Indiana, and by the Warrick County Council as the Fiscal Body of Warrick County, Indiana, that the contract attached hereto and incorporated herein be and the same is hereby approved and that the presiding officers and members of the Warrick County Commissioners and the Warrick County Council be and are hereby authorized and directed to execute the same on behalf of Warrick County, Indiana.

PASSED THIS 23rd day of FEBRUARY, 2009, by the Warrick County Board of Commissioners.

WARRICK COUNTY BOARD OF COMMISSIONERS

Don Williams, President

Timothy Mosbey

Arthur Noffsinger

COMMISSIONERS SIGNATURES ATTESTATION:

Lawrence C. Lacer, Warrick County Auditor

Dated this 23rd day of FEBRUARY, 2009.

WARRICK COUNTY COUNCIL

PASSED THIS _____ day of _____, 2009 by the Warrick County Council.

_____
Gary R. Meyer, D.D.S., President

_____
Ray McIntyre, Member

_____
Nova Conner, Member

_____
Greg Richmond, Member

_____
Brad Overton, Member

_____
Gerald Bass, Member

_____
Paul M. Perry, M.D., Member

COUNCILMEN SIGNATURES ATTESTATION:

_____
Lawrence C. Lacer, Warrick County Auditor

Attachments: Exhibit A (Sheriff's Contract)

L:\LIB\DOCS\37780\CONTRACT\PJ2292.DOC

Roger Emmons

From: Welp, Douglas [DWELP@bamberger.com]
Sent: Tuesday, February 17, 2009 6:24 AM
To: Roger Emmons
Cc: GAG@bowersharrison.com; mheilman@warrickcountysheriff.com
Subject: Sheriff's Contract
Attachments: P16217.DOC; PJ2292-SD Joint Resolution Approving.DOC

Roger - I attach the sheriff's contract and the joint resolution for the commissioners and council. I believe this matter is on the Feb. 23 agenda.

Call or e-mail with questions or comments.

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Bamberger, Foreman, Oswald and Hahn, LLP
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SHERIFF'S SALARY CONTRACT

THIS AGREEMENT entered into as of the 1st day of January, 2009, 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 amount 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 prisoners' 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-Seven Thousand Seven Hundred Thirty-six Dollars ($87,736.00) per year for calendar year 2009. 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. 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 2006 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 2009 unless the Sheriff is unable to perform the duties of his office before the end of the year 2009.

11. This agreement shall be effective as of January 1, 2009 following approval by resolution of both the Council and the Commissioners.

Don Williams

Don Williams, President 2-23-09
of the Warrick County Board of Commissioners

Gary Meyer, President
of the Warrick County Council

Marvin D. Heilman, Sheriff of Warrick County

3-5-09
Date

ATTEST:

Lawrence C. Lacer, Warrick County Auditor

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