

## **SALARY CONTRACT IN LIEU OF STATUTORY FEES BETWEEN JERRY ASHER AND HOWARD COUNTY**

This Agreement made at Kokomo, Indiana, on the date of the last signature below, by and between Sheriff-elect Jerry Asher ("Sheriff Asher") and the Board of Commissioners of Howard County and the Howard County Council.

### **Recitals**

1. Under IC 36-2-13-2.5(a), the sheriff, the county executive, and the county fiscal body may enter into a salary contract for the sheriff.
2. Under IC 36-2-13-2.5(b), the sheriff's salary shall be in lieu of all warrant collection fees and prisoner meal allowances to which the sheriff would otherwise be entitled.
3. Under IC 36-2-13-2.8(c)(4), the Sheriff's annual salary is fixed at a minimum of eighty percent (80%) of the annual minimum salary that would be paid by the state to a full-time prosecuting attorney in the county.
4. The parties desire to enter into a contract for the Sheriff's salary in lieu of statutory fees.

### **Agreement**

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants hereafter made, the parties **AGREE** as follows:

1. This contract shall be effective and commence as of January 1, 2019 and continue through December 31, 2019. It shall automatically continue for successive one-year, calendar-year terms unless any party serves written notice of termination or intent to renegotiate upon the other parties prior to October 1 of the current term. This contract shall also terminate upon Sheriff Asher's resignation or removal from office, the expiration of his term as Sheriff without re-election, or his death or permanent disability.

2. Sheriff Asher shall receive effective January 1, 2019 a beginning annual salary of \$117,408 as fixed by IC 36-2-13-2.8(c)(4), with increases as the State approves, payable from the Howard County general fund in the manner that salaries of other county officials are paid. This salary shall be in lieu of all warrant collection fees

and prisoner meal allowances to which Sheriff Asher would otherwise be entitled. Such salary shall terminate upon the date of termination of this Contract as provided in Paragraph 1 above.

3. Sheriff Asher shall deposit upon receipt all of his warrant collection fees to the Howard County General Fund for any general fund purpose.

4. According to established procedures, all expenses for the feeding of prisoners shall be paid from the County General Fund on claims filed by the Sheriff with the Howard County Auditor. Neither Sheriff Asher nor his officers, deputies or employees, shall make or realize any profit from prisoner meal allowances or the feeding of inmates incarcerated in the Howard County Criminal Justice Center.

5. The County purchased from Sheriff Asher's predecessor the prisoner food inventory on hand December 31, 1995. The value of such inventory was determined by a physical inventory taken on December 31, 1995, valued at cost, and documented in a form satisfactory to the County. In the event that this contract is not renewed while Sheriff Asher remains in office, Sheriff Asher shall re-purchase such inventory from the County at a value determined in the same manner.

6. In addition to his annual salary herein established, Sheriff Asher shall be entitled to all retirement, disability, medical insurance, death and other benefits heretofore and hereafter offered by Howard County to its employees.

7. Sheriff Asher shall be entitled to the same annual clothing allowance and longevity pay that is provided to Howard County Merit Deputies.

8. Sheriff Asher agrees to submit to random drug testing as administered by the Howard County Health Department. In the event any such random test is positive, Sheriff Asher shall immediately submit to a second confirmatory test. If such confirmatory test is positive, the results of the confirmatory test shall be made public

9. Nothing in this contract shall be construed so as to relieve Sheriff Asher of any of his duties and responsibilities as Sheriff of Howard County imposed upon him by IC 6-8.1-8-3 or IC 36-8-10-7.

10. This Agreement shall be construed under the laws of Indiana and shall be binding upon, and inure to the benefit of, the heirs, personal representatives and successors of the parties.

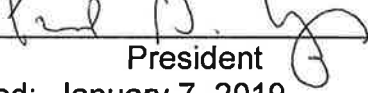


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**Jerry Asher**  
**Sheriff of Howard County**  
Dated: January 7, 2019

**HOWARD COUNTY COUNCIL**


By: \_\_\_\_\_  
President  
Dated: January 22, 2019

**BOARD OF COMMISSIONERS OF  
HOWARD COUNTY**

By:  \_\_\_\_\_  
President  
Dated: January 7, 2019

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**Jerry Asher**  
**Sheriff of Howard County**  
Dated: December 27, 2018

**HOWARD COUNTY COUNCIL**

By:   
Richard H. Miller, President  
Dated: December 27, 2018

**BOARD OF COMMISSIONERS OF  
HOWARD COUNTY**

By: \_\_\_\_\_  
Paul G. Wyman, President  
Dated: December 27, 2018