

**COMPENSATION AGREEMENT IN LIEU OF
STATUTORY FEES BETWEEN ROBERT GOLDSMITH
AND THE COUNTY OF TIPPECANOE, STATE OF INDIANA**

WHEREAS, the office of the County Sheriff in the State of Indiana is regulated by IC 36-2-13-1 et seq.; and

WHEREAS, IC 36-2-13-2.5 provides an alternative method by which to compensate county sheriffs; and

WHEREAS, such alternative method provides a financial benefit to the citizens of Tippecanoe County and fairly compensates the sheriff on a fixed basis; and

WHEREAS, the County of Tippecanoe, State of Indiana (“County”) and the duly elected Sheriff of Tippecanoe County, Robert Goldsmith (“Goldsmith”), desire to enter into a contract effective as of January 1, 2022, providing for an annual salary in the amount of One Hundred Forty-Three Thousand Nine Hundred and Fifty-Five Dollars (\$143,955) for fiscal year 2022 for the Tippecanoe County Sheriff in lieu of the Sheriff’s obtaining a salary and the statutory fees authorized by IC 6-8.1-8-3 and IC 36-8-10-7.

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

1. Goldsmith shall assign to and deposit into the County General Fund any and all fees to which he is entitled, or become entitled, pursuant to IC 36-2-13-2.5, including without limitation thereby the tax warrant fees described in IC 6-8.1-8-3 and all meal allowances received under IC 36-8-10-7 during the term of this Agreement, and the County, in accordance with IC 36-2-13-2.5(b) shall make an appropriation from the County General Fund for feeding prisoners.

2. That in consideration of Goldsmith’s assignment and deposit of the above recited monies into the County General Fund, the County, by and through its Council, shall fix and establish a salary ordinance in favor of Goldsmith providing for an annual salary in the amount

of One Hundred Forty-Three Thousand Nine Hundred and Fifty-Five Dollars (\$143,955) for fiscal year 2022.

Further, Goldsmith shall be entitled to all other medical, retirement, disability, and other benefits as heretofore established by the County on Goldsmith's behalf, and such benefits shall be continued during the term of this agreement and shall be in addition to and not considered a part of, the salary formula established herein.

3. That neither the assignment nor deposit of monies by Goldsmith into the County General Fund shall be construed so as to relieve Goldsmith of any duties or responsibilities which are imposed upon him by IC 6-8.1-8-3 or 36-8-10-7.

4. Goldsmith shall execute and deliver to the County such documents as may be required by the County to effectuate the terms of this Agreement.

5. The term of this Agreement shall be from January 1, 2022, through and including December 31, 2022.

6. The method and manner of deposits to the General Fund by Goldsmith shall be made on such terms and at such times as the parties shall agree in order to effectuate an efficient procedure. Goldsmith shall maintain all necessary records and reports, and in such form and manner as prescribed by the State Board of Accounts, and shall provide such information to the County within a reasonable period after for the same is made.

7. This Agreement may terminate by any of the following means:

- (a) Expiration of the term without an extension or renewal by the parties;
- (b) Resignation, removal, or failure of Goldsmith to assume the Office of Tippecanoe County Sheriff;
- (c) In the event Goldsmith should die in office, he should be entitled to such benefits of the salary established hereunder through date of death, and to such other benefits as are otherwise provided by the County Salary Ordinance for the duly elected county sheriff.

8. In the event any provision, section, paragraph, clause or other portion of this Agreement should be declared by a court of competent jurisdiction to be invalid for any reason, the remaining provisions shall remain in full force and effect, if such provisions can, without the invalid provision or provisions, be given the effect intended by the parties hereto.

9. This Agreement shall be interpreted under the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto set their respective hands as of the _____ day of January 2022.

TIPPECANOE COUNTY SHERIFF

Robert Goldsmith
Sheriff of Tippecanoe County

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

Thomas P. Murtaugh,

David S. Byers,

Tracy A. Brown,

ATTEST:

Robert Plantenga, Auditor of
Tippecanoe County

APPROVED THIS ____ DAY OF JANUARY, 2022.

TIPPECANOE COUNTY COUNCIL

Kevin L. Underwood

John R. Basham II

Lisa Dullum

Ben Murray

Barry Richard

Kathy Vernon

Roland K. Winger

ATTEST:

Robert Plantenga, Auditor

APPROVED AS TO FORM:

Douglas J. Masson,
Tippecanoe County Attorney