

**RESOLUTION NO. 2023-07**  
**A RESOLUTION REGARDING THE**  
**COMPENSATION AGREEMENT**  
**BETWEEN HENRY L SADLER III "JACK"**  
**AND THE COUNTY OF HENDRICKS**

PURSUANT TO IC 36-2-13-2.5, the following agreement is entered into.

WHEREAS, the duly elected Sheriff is otherwise entitled to a flat fee for providing meals to prisoners housed in the county jail facility, pursuant to I.C. 36-8-10-7 and tax warrants collection fees pursuant to I.C. 6-8-21-8-3; and

WHEREAS, the duly elected Sheriff, Henry L Sadler III "Jack" (hereinafter referred to as "Sadler") and the County of Hendricks (hereinafter referred to as "County") have decided to fix an annual salary for Sadler pursuant to Indiana Code 36-2-13-2.5.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the County's election to set Sadler's salary pursuant to I.C. 36-2-13-2.5.

1. Sadler shall assign and deposit any and all fees and allowances to which he is entitled, or becomes entitled, pursuant to I.C. 36-8-10-7 and I.C. 6-8-1-8-3, into the County General Fund beginning January 1, 2023.

2. The annual salary shall, for calendar year 2023, be \$156,273.26 and it shall be paid from the County General Fund and adjusted appropriately in the following years of the term of this Agreement when the salary paid by the State of Indiana to the Hendricks County Prosecutor changes.

3. Further, Sadler shall be entitled to all other medical, retirement, disability, and other non-salary benefits as heretofore established by the County through the Hendricks County Sheriff's Merit Board on Sadler's behalf, and such benefits shall be in addition to, and not considered a part of, the salary formula established herein.

4. Sadler shall execute and deliver, subject to the approval of his attorney, 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 for a period of four (4) years, commencing January 1, 2023, and ending December 31, 2026.

6. Sadler shall maintain all necessary records and reports, and in such form and manner as prescribed by the State of Board of Accounts and shall provide such information to the County within a reasonable period after request for the same is made.

7. Sadler 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 each year and shall follow the procedures described in IC 36-2-13-2.5(b)(4) A for financing prisoners' meals.

8. This Agreement shall terminate by any of the following means:

- a. Expiration of term without an extension or renewal by the parties;
- b. Registration or removal of Sadler from the Office of Hendricks County Sheriff; or
- c. The death of Sadler in office, in which event, his estate and beneficiaries shall be entitled to such benefits of the salary established hereunder through the date of death, and to such other benefits as are otherwise provided by the County Salary Ordinance for the duly elected county sheriff.

9. In the event any provisions, 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 be remained in full force and effect, if such provisions can,  
without the invalid provision or provisions, be given the effect intended by the parties hereto.

10. That this agreement shall be interpreted under the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the following dates:

**HENDRICKS COUNTY SHERIFF**

Henry L. Sadler III "Jack" 3/14/2023  
Henry L. Sadler III "Jack" Date

**HENDRICKS COUNTY COUNCIL**

Eric Wathen 3/7/23  
Eric Wathen, President Date

**HENDRICKS COUNTY  
BOARD OF COMMISSIONERS**

Phyllis A. Palmer 03/14/2023  
Phyllis A. Palmer, President Date