

**FRANKLIN COUNTY COMMISSIONERS MEETING**  
**February 6, 2018 – 10:00 A.M.**  
**COMMISSIONERS/COUNCIL MEETING ROOM, #203**

The Franklin County Commissioners met in regular meeting on February 6, 2018, at 10:00 a.m. in the Commissioners/Council meeting room. Those present were Tom Wilson, Tom Linkel, Eric Roberts, Carol Westerman, Secretary and Karla Bauman, Auditor.

**The meeting was called to order and the Pledge of Allegiance was led by Tom Wilson.**

**SRI – Commissioners Tax Certificate Sale:** There are two properties the Commissioners may want to give to the City of Batesville for utility right-of-way and two properties the County should consider keeping for county right-of-way. Mr. Linkel will speak with the Batesville Mayor in regards to two parcels and will report back to the Commissioners within the next couple of weeks. The other eight properties will be sold by the Commissioners at a Commissioners Tax Certificate Sale to be held sometime in the spring.

**APPROVE MINUTES – January 16, 2018 & January 30, 2018: Motion to approve January 16, 2018 minutes by Tom Linkel, seconded by Eric Roberts, all in favor, motion carried.**

**Motion to approve January 30, 2018 minutes by Eric Roberts, seconded by Tom Linkel, motion carried. (Tom Wilson absent at January 30, 2018 meeting and did not vote.)**

**APPROVE CLAIMS: Motion to approve claims by Tom Linkel, seconded by Eric Roberts, all in favor, motion carried.**

**APPROVE CLAIM FOR INDOT – Bridge #56: Motion to approve the claim with INDOT for Bridge #56 in the sum of \$90,646.34 by Tom Linkel, seconded by Eric Roberts, all in favor, motion carried.**

**BOYCE QUOTE – Auditor’s Office:** The quote from Boyce is for implementing the Capital Asset Policy in Franklin County. The software will track and depreciate the assets required to be reported on the Annual Financial Report. The software for the County’s Asset Management system will be paid for from the Commissioner’s budget. **Motion to sign the quote with Boyce for the Key-Assets Program in the sum of \$5,000 by Tom Wilson, seconded by Tom Linkel, all in favor, motion carried.**

**BUCKEYE POWER SALES QUOTE – Jail:** No action taken at this meeting.

**OFFICIAL BOND – Coroner: Motion to approve the Bond of Franklin County Coroner, Wanda Lee, in the sum of \$20,000 by Tom Wilson, seconded by Tom Linkel, all in favor, motion carried.**

**CONTRACTS – Attorney:** The Commissioners received two contracts for legal services to consider. The first from John Worth at \$160.00 per hour for legal services and \$70 per hour for

legal assistance. The second is from Grant Reeves at \$175.00 per hour for legal services and \$75.00 per hour for paralegal billing.

John Worth spoke in regards to the Class Action Lawsuit that has been filed in the Federal Court of the Northern District of Ohio due to the opioid crisis. He recommended that Franklin County as a government unit should join the class action litigation.

Tom Linkel stated that a contract with Ted Cooley was needed in order to pay him for the remainder of the Community Crossing bridge projects. Mr. Roberts questioned whether the County would be better off to send the unspent money back to the State versus the additional spending of money to make repairs to a bridge. Before any decision is made a bridge would need to be selected for repairs, as well as the estimate of additional costs to the County. Ted Cooley will finish all paperwork and bills on the Community Crossing Bridge projects.

Roy Hall spoke against House Bill (HB) 1005, which would merge the smaller townships with larger townships, eliminating them entirely. HB 1005 failed due to no vote being taken.

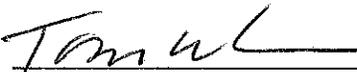
**ADJOURN: Motion to adjourn by Tom Wilson, seconded by Tom Linkel, all in favor, motion carried.**

Others Present: Mildred I. Simmermeyer, Betty C. Lecher, Sara Duffy, Veronica Voelker, Jolene Beneker, Greg Meier, Becky Oglesby and Tim George.

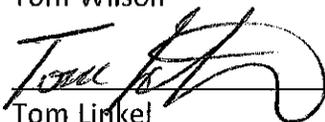
Minutes approved from February 6, 2018.

AYES:

NAYS:

  
\_\_\_\_\_  
Tom Wilson

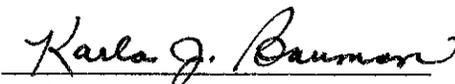
\_\_\_\_\_  
Tom Wilson

  
\_\_\_\_\_  
Tom Linkel

\_\_\_\_\_  
Tom Linkel

  
\_\_\_\_\_  
Eric Roberts

\_\_\_\_\_  
Eric Roberts

ATTESTED BY:   
\_\_\_\_\_  
Karla J. Bauman  
Franklin County Auditor

## FRANKLIN COUNTY ATTORNEY AGREEMENT

This Agreement is made and entered into by and between the Law Office of John O. Worth referred to as "County Attorney" and the Franklin County Commissioners hereinafter referred to as "Commissioners".

The Commissioners have the duty and privilege to make appointments each year on behalf of the Franklin County, Indiana Government. Throughout the State of Indiana, county attorneys are appointed each year to represent the Commissioners in all legal matters in which the Commissioners have a need and desire for legal advice and representation.

The attorney, John O. Worth, in this Agreement is duly licensed with the Bar of the State of Indiana, and is licensed to practice law in the Federal Courts of the Southern and Northern Districts of Indiana, in the Seventh Circuit Court of Appeals, and is certified to practice before the Supreme Court of the United States. In addition, under the rules of those Courts, the attorney must be free from any conflicts of interest while representing Franklin County, Indiana and consequently also serves at the will and pleasure of the County Commissioners in the County which he or she is appointed. The County Attorney serves at the will and pleasure of the County Commissioners in each county in Indiana.

This Agreement is by and between the attorney and the County Commissioners and the first duty is to the representation of the County Commissioners and thus it is clear that the attorney cannot serve two masters and the attorney's first duty is to the clear representation of the County Commissioners.

In his duties as County Attorney, he represents Franklin County, Indiana and will advise the Commissioners as well as those county officials that the County Commissioners must approve of the representation including county personnel that are in need of representation.

This County Attorney will also work in conjunction on matters required by the Highway Department, the County Engineer, with various boards and office holders of Franklin County. In handling those legal matters, the Departments and administrative subdivisions will be subject to the review of the Franklin County Commissioners.

The County Attorney will draft any motions, correspondences, ordinances, documents, resolutions, as well as contracts requested for review by the Commissioners. Review is necessary in other matters such as loan applications, contracts, and grants.

With the employment of the County Attorney, the attorney and the Commissioners agree to employ the attorney at the lower rate of \$160.00 per hour for attorney services and the sum of \$70.00 per hour for the legal assistance in the Worth Law Office.

Attorney Worth has been involved in numerous bond issues and financing as the

attorney for the Rush County Schools. Any bond issue is a separate matter and is with bond counsel and financial advisors on each separate issue if approved and will be based on the recommendations with those entities and reviewed at the time of employment of bond counsel.

Attorney Worth will be reasonably available to consult with the Commissioners subject to the Open Door Policy of the State of Indiana.

This Agreement shall be in full force and effect upon the signing of the Agreement and the approval of the Commissioners. It is clear once again in this Agreement that under Indiana Procedure, this is an appointed office and serves at the pleasure of the Commissioners.

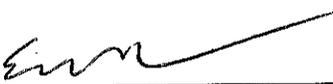
This Agreement entered into by and between the parties this 6<sup>th</sup> day of ~~January~~ Feb 2018.

Agreement entered into by:

BOARD OF COMMISSIONERS OF  
FRANKLIN COUNTY

  
\_\_\_\_\_  
Tom Wilson

  
\_\_\_\_\_  
Tom Linkel

  
\_\_\_\_\_  
Eric Roberts

\_\_\_\_\_  
John O. Worth, WORTH LAW OFFICE

CONTRACT FOR LEGAL SERVICES - 2018

THIS AGREEMENT is made and entered into effective 2-6-18, by and between Franklin County, Indiana, referred to as the Client, and Barada Law Offices LLC along with independent subcontractor Grant Reeves Law LLC, collectively referred to as the "Attorney."

Recitals

WHEREAS, the Client desires the advice and consultation of an attorney from time to time in the conduct of its business;

and

WHEREAS, the Attorney is staffed with attorneys that are duly licensed to practice law in the State of Indiana and desires to render professional services for the Client as provided in this Agreement.

NOW, THEREFORE, the Client hereby engages the services of the Attorney, and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Services of Attorney

1. The Attorney will:
  - a. Advise the Client and the Client's employees and board members in the regular conduct of the Client's business by telephone and in-office conferences, both at the Client's place of business and at the Attorney's office;
  - b. Attend all Commissioners' meetings and all Council meetings if requested;
  - c. Handle legal matters for other subdivisions, officials and departments of Franklin County, Indiana, (billed in a manner to allow Client to allocate fees to particular departments if requested);
  - d. Draft documents, motions, correspondences, ordinances (also assist with RFP's, RFQ's, notices, ads, etc.);
  - e. Provide written or verbal review of all Client contracts;
  - f. Review Local Grant and Local Loan Applications.
2. The Attorney will not:
  - a. Prosecute any Criminal Matters (with such role delegated entirely to the Prosecuting Attorney);
  - b. Represent the Franklin County Sheriff's Department; or
  - c. Resolve disputes over the budget for pauper counsel/public defenders, without a waiver from both the Client and the Franklin County judiciary if Attorney or any attorney at Attorney's firm(s) are engaged as public defenders in Franklin County.

### Compensation

3. For the services described in Paragraph 1 above, the Client agrees to pay the Attorney at the discounted rate of **\$175 per hour for attorney services** and **\$75 per hour for paralegal billing** (secretarial and administrative support shall not be billed and shall be included within the above rates).

### Services Not Included

4. This Agreement, and the compensation stated in Paragraph 3 above, does not cover the following:
  - a. Bond Issuances/Debt Financing
    - i. Attorney's bond issuance/debt financing fees shall be **capped at 50% of bond counsel's fee** and may be negotiated on a case-by-case basis.
    - ii. Such fee for bond issuances/debt financing shall only be for work associated with the actual bond issuance. Any work associated with the underlying project financed by such bond issuance shall be billed in accordance with the other provisions set forth herein.

### Devotion of Time

5. The Attorney shall be reasonably available for consultation with the Client at times during normal business hours, at the request of the Client and shall promptly respond to requests. Should the Client require additional services not included in this Agreement, the Attorney shall make reasonable efforts to provide these additional services as a priority at the rates set forth herein and promptly advise Client if they will be unable to handle them.

### Term

6. This Agreement shall commence effective January 1, 2018, and shall continue in effect until December 31, 2018. This Agreement may be terminated early by either party by such party giving sixty (60) days' written notice to the other party. The Client shall send notice to the Attorney at 201 N. Main Street, Rushville, IN 46173, and the Attorney shall send notice to the Client at 1010 Franklin Avenue, Brookville, IN 47016. Following notice of termination, all hourly work shall be pre-approved by Client.

### Attorney's Fees

7. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

### Governing Law Venue

8. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Indiana and be venued in the Indiana courts in a county adjacent to Franklin County pursuant to the procedures set forth in the Indiana Trial Rules, specifically under T.R. 76, excluding Rush County.

Executed at Brookville, Indiana, as of the day and year first above written.

CLIENT – FRANKLIN COUNTY  
COMMISSIONERS

Tommy  
Tommy  
Tommy

ATTORNEY

\_\_\_\_\_  
By: Grant M. Reeves  
Grant Reeves Law LLC and on  
behalf of Barada Law Offices LLC