

STATE BOARD OF ACCOUNTS
302 West Washington Street
Room E418
INDIANAPOLIS, INDIANA 46204-2769

AUDIT REPORT
OF
COUNTY PROSECUTING ATTORNEY
PUTNAM COUNTY, INDIANA
January 1, 2010 to December 31, 2010



FILED

09/08/2011

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COUNTY OFFICIALS

<u>Office</u>	<u>Official</u>	<u>Term</u>
Prosecuting Attorney	Tim Bookwalter	01-01-07 to 12-31-14
President of the County Council	Darrel L. Thomas	01-01-10 to 12-31-11
President of the Board of County Commissioners	Gene Beck	01-01-10 to 12-31-11



STATE OF INDIANA
AN EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF ACCOUNTS
302 WEST WASHINGTON STREET
ROOM E418
INDIANAPOLIS, INDIANA 46204-2769

Telephone: (317) 232-2513
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TO: THE OFFICIALS OF PUTNAM COUNTY

We have audited the records of the County Prosecuting Attorney for the period from January 1, 2010 to December 31, 2010, and certify that the records and accountability for cash and other assets are satisfactory to the best of our knowledge and belief, except as stated in the Audit Results and Comments. The financial transactions of this office are reflected in the Annual Report of Putnam County for the year 2010.

STATE BOARD OF ACCOUNTS

June 30, 2011

COUNTY PROSECUTING ATTORNEY
PUTNAM COUNTY
AUDIT RESULTS AND COMMENTS

PRETRIAL DIVERSION FEES

As stated in the prior two reports, Pretrial Diversion Agreements executed by the Prosecuting Attorney include an option for the payment of prescribed "donations" to both the Asset Forfeiture Fund and to the Putnam County Community Corrections department in lieu of completing community service. The donations are a charge in addition to the statutorily required user fees. The donation receipts were deposited in the Asset Forfeiture Fund and the other statutorily required fees were deposited in the Pretrial Diversion Fund. The statutes do not specifically allow for the charging of donations to either of these funds.

Indiana Code 33-37-4-1(c) states:

"Instead of the criminal costs fee prescribed by this section, the clerk shall collect a pretrial diversion program fee if an agreement between the prosecuting attorney and the accused person entered into under IC 33-39-1-8 requires payment of those fees by the accused person. The pretrial diversion program fee is:

- (1) an initial user's fee of fifty dollars (\$50); and
- (2) a monthly user's fee of ten dollars (\$10) for each month that the person remains in the pretrial diversion program."

Indiana Code 33-39-1-8(e) states in part:

"An agreement under subsection (d) may include conditions that the person:

- (1) pay to the clerk of the court an initial user's fee and monthly user's fees in the amounts specified in IC 33-37-4-1; . . ."

Indiana Code 33-39-1-8(h) states:

"All money collected by the clerk as user's fees under this section shall be deposited in the appropriate user fee fund under IC 33-37-8."

ASSET FORFEITURE FUND

As stated in the prior three reports, County Ordinance 2010-1-19, which replaced County Ordinance 2005-3-7, established the Putnam County Prosecutor's Asset Forfeiture Fund. The Fund receives deposits in the form of proceeds recovered in forfeiture actions, and receipts from defendants as payments in lieu of community service based on requirements of their pretrial diversion agreements. The ordinance specifies the "The Asset Forfeiture Fund shall be appropriated for funding law enforcement activities, including, but not limited to, drug enforcement activities conducted by the Putnam County Sheriff's Department, the Greencastle City Police Department, the Indiana State Police Department, special crime units, substance abuse education programs and for public safety purposes and for the reimbursement of expenses incurred by the Prosecuting Attorney's Office in pursuing forfeiture and RICO actions."

COUNTY PROSECUTING ATTORNEY
PUTNAM COUNTY
AUDIT RESULTS AND COMMENTS
(Continued)

The Putnam County Prosecutor has a contract for legal services with an attorney to represent him in all forfeiture proceedings instituted pursuant to Indiana Code 34-24-1 and 34-24-2 and as an agent and representative in all matters concerning referrals to the United States Attorney's Office or any other Federal Forfeiture proceeding. The attorney utilizes Settlement Agreements to obtain voluntary surrender of drug suspects' property or money in a civil action, with court orders, and subsequently disperses the cash and property for receipt to the Asset Forfeiture Fund.

Receipts from asset forfeitures in the amount of \$305,187 were deposited into the Asset Forfeiture Fund and not into the General Fund. No transfers of excess forfeiture collections were made to the State Treasurer for deposit into the Common School Fund from the County General or the Asset Forfeiture Funds. The contracted attorney did remit \$54,533 of excess forfeiture collections on behalf of Putnam County, to the State Treasurer in 2010.

Disbursements made from the Asset Forfeiture Fund included payments of \$151,196 for vehicles, and \$120,555 for other equipment, given to the Putnam County Sheriff's Office and the Greencastle Police Department.

Property confiscated pursuant to Indiana Code 34-24-1, regarding controlled substances, may be disposed of as ordered by a court. Property as used in this chapter includes cash and other assets. Indiana Code 34-24-1-4 and 34-24-1-6 require proceeds from the sale of property seized under this chapter and cash to be distributed in the following order:

1. To the sheriff to cover expenses of the sale.
2. To persons with a valid interest determined by the court.
3. To the affected general fund for reimbursement of law enforcement costs.

Law enforcement costs determined by the court must be deposited in the general fund of the unit employing the law enforcement agency making the seizure. Any excess over the law enforcement costs must be transferred to the State Treasurer for deposit in the common school fund.

Indiana Code 34-24-1-4(d) states in part:

"If the court enters judgment in favor of the state, or the state and a unit (if appropriate), the court shall, subject to section 5 of this chapter:

- (1) determine the amount of law enforcement costs; and
- (2) order that:
 - (A) the property, if not money or real property, be sold under section 6 of this chapter, by the sheriff of the county in which the property was seized and if the property is a vehicle, this sale shall occur after any period of use specified in subsection (c);
 - (B) the property, if it is real property, be sold in the same manner as real property is sold on execution under IC 34-55-6;

COUNTY PROSECUTING ATTORNEY
PUTNAM COUNTY
AUDIT RESULTS AND COMMENTS
(Continued)

- (C) the proceeds of the sale or the money be;
 - (i) deposited in the general fund of the state or the unit that employed the law enforcement office that seized the property; . . .
- (D) any excess in value of the proceeds or the money over the law enforcement costs be forfeited and transferred to the treasurer of the state for deposit in the common school fund."

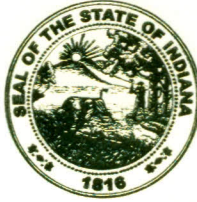
Indiana Code 34-24-1-6 Sec.6(b) states in part:

"When property is sold at a public sale under this chapter, the proceeds shall be distributed in the following order:

- (1) First, to the sheriff of the county for all expenditures made or incurred in connection with the sale, including storage, transportation, and necessary repair.
- (2) Second, to any person:
 - (A) holding a valid lien, mortgage, land contract, or interest under a conditional sales contract or the holder of other such interest; or
 - (B) who is a co-owner and has an ownership interest; up to the amount of that person's interest as determined by the court.
- (3) The remainder, if any, shall be transferred by the sheriff to the appropriate fund as ordered by the court in section 4(d) of this chapter."

COUNTY PROSECUTING ATTORNEY
PUTNAM COUNTY
EXIT CONFERENCE

The contents of this report were discussed on June 30, 2011, with Timothy Bookwalter, County Prosecuting Attorney; Stephanie Campbell, County Auditor; Kristina Warren, Board of County Commissioners member; and Darrel L. Thomas, President of the County Council. The Official Response has been made a part of this report and may be found on pages 8 through 27.



Office of Prosecuting Attorney

Tim Bookwalter, Prosecutor
64th Judicial Circuit
Putnam County, Greencastle, IN

September 1, 2011

Paul Joyce
Deputy State Examiner
302 W. Washington, Room E418
Indianapolis, IN 46204

RE: Putnam County Prosecutor's Office; Audit Results and Comments

Dear Mr. Joyce:

This will serve as the amended official response to the recent "Audit Results and Comments" provided to this office.

I. PRE-TRIAL DIVERSION FEES

Pre-Trial Diversion Agreements are governed by Indiana Code 33-39-1-8. These are agreements entered into by the State and the defendant on certain misdemeanors that were allowed by the Statute.

Your comments draw the "legal conclusion" that persons who buy out of community service work are paying a pre-trial diversion fee. This is incorrect, they have already agreed to pay the fees, this is an additional "provision" of the Agreement allowed under I.C. 33-39-1-8(e).

The statute listed under 33-39-1-8(d) lists eight items that the agreement may include.

Additionally, I.C. 33-39-1-8(e) states that the agreement may also "include other provisions reasonably related to the defendant's rehabilitation if approved by the Court."

Attached as Exhibit One is an example of one of the Pre-Trial Diversion Agreements. Paragraph 6(h) requires 16 hours of community work service or in the alternative a donation in lieu of the community service.

The donation alternative is reasonable because Putnam County is intersected by Interstate 70, and DePauw University is located in Greencastle, the county seat. Many

arrests in the county are from people either out of state or out of county. Many of these people have found it difficult or impossible to perform community service in Putnam County because of that problem.

These agreements have been approved by the Court. In the last two (2) years the Court stopped signing pre-trial diversion agreement because of the burden it placed on the court staff to pull the court file from the clerk's office each time one was filed.

The Court has continued to enforce the agreements, and the new Judge who took office January 1, 2009, has continued to approve of these agreements. His letter is attached hereto as Exhibit Two.

I found out about this program from Vermillion County who had a similar problem to Putnam since it bordered Illinois and had a number of out-of-state defendants. The Vermillion County Pre-Trial Diversion Agreement is attached as Exhibit Three.

Because we offer this program to out-of-state and out of county defendants we offer it to everyone.

Our reasoning was based upon the decision in Mueller, Evans vs. State of Indiana, 837 N.E.2d 298 (2005). As I read the case you should not selectively enforce a statute if the selection was based upon an unjustifiable standard such as race, religion, or other arbitrary classifications.

II. ASSET FORFEITURE FUND

The official response to this Fund is attached hereto and prepared by Chris Gambill who is the forfeiture attorney hired by this office to handle forfeiture matters (see Exhibit Four).

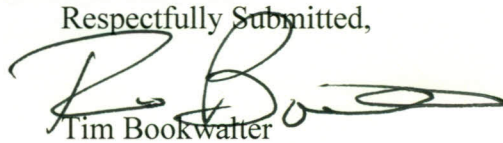
In your comments on the Asset Forfeiture Fund, you make the comment that "the attorney utilized Settlement Agreements to obtain voluntary surrender of drug suspects' property or money in a civil action, WITH COURT ORDERS, and subsequently disperses the cash and property for receipt to the Asset Forfeiture Fund." (Emphasis added).

I am enclosing a letter from Chris Gambill (attached as Exhibit Five) where he lists each forfeiture action in 2010. The Court was either advised in the Motion to Dismiss of a settlement or the settlements were actually filed with the Court and approvals ordered.

I have also turned down requests for items to be paid. In 2007, I did not agree with Judge Headley that a proper use of this money would be to purchase his courtroom new recording equipment to the tune of approximately \$50,000. I could not see the connection or recording equipment that is used 80% of the time on civil cases to have any relationship to law enforcement work.

However, your office, in a letter to Judge Headley (see Exhibit Six) said “our audit position would be to not take any exception to the use of the fund as described in your letter.”

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. Bookwaller', with a long horizontal flourish extending to the right.

Tim Bookwaller
Putnam County Prosecutor

TB/lo

Enclosures

EXHIBIT 1

STATE OF INDIANA
COUNTY OF PUTNAM

IN THE PUTNAM SUPERIOR COURT
2007 TERM
CAUSE NO. ~~XXXXXXXXXX~~

STATE OF INDIANA

Vs

~~XXXXXXXXXX~~
Defendant

FILED

~~XXXXXXXXXX~~

PRE-TRIAL DIVERSION AGREEMENT

Mary J. Watts
CLERK PUTNAM SUPERIOR COURT

The State of Indiana, by its Prosecutor or Deputy Prosecutor for the 64th Judicial Circuit, and the Defendant, named above, pro se or with counsel, file the following executed Pre-Trial Diversion Agreement, pursuant to IC 33-14-1-7, in the above-entitled cause.

1. The Defendant states he/she has been properly arraigned on the charge(s) set forth in this cause and has entered a voluntary guilty plea to the charge(s) of: Count 1: Illegal Consumption of an Alcoholic Beverage and Count 2: Public Intoxication

The State agrees to dismiss without prejudice Counts: _____.

2. Further, the Defendant has been read his/her advisement of rights by the Court or, in the alternative, has executed a waiver of the reading of said rights evidenced by the attached acknowledgement of rights and a waiver of initial hearing form. (See Attached Rights and Waiver Form, If Applicable)
3. In consideration of the voluntary guilty plea, and approval of the Court, the State of Indiana agrees to defer entering judgment in this matter for a period of 12 months. In the event the Defendant successfully satisfies all terms of this agreement, as set forth below, and provides proof of the completion of said terms prior to expiration of the deferral to the Putnam County Prosecutor's Office then the State of Indiana agrees to dismiss this cause.
4. However, in the event the Defendant fails to show proof of completion of the terms and condition within the prescribed time periods, then the State of Indiana may request a Review Hearing and judgment of conviction may be entered against the Defendant, and sentencing shall be open to argument by both parties.
5. All fines, fees, and restitution to be paid to the Putnam County Clerk's Office via Cash, Money Order or Cashier Check. No personal checks will be accepted.
6. The Defendant further acknowledges he/she fully understands the terms of this agreement, accepts the responsibilities hereunder, and voluntarily and without coercion executes this agreement.

(Page 1—See Back Page for Terms and Execution of Agreement)

- (a) Obey all laws
- (b) Satisfactory completion of the Putnam County Alcohol and Drug Program (PCADP).
PCADP involves the combination of an alcohol/drug assessment or evaluation, educational classes, out-patient or in-patient treatment services, not using intoxicating substances, payment of appropriate program and monitoring costs, and executing a consent form with any alcohol/drug program for disclosure to the Prosecutor, PCADP, and the Court. Report to PCADP immediately on the 1st floor of the Courthouse. Phone (765) 653-4993. Minimum fee: \$300.00
- (c) Obtain and maintain a valid driver's license.
- (d) Satisfactory completion of the next available Moving Beyond Abuse Program (MBA).
MBA includes payment of \$220 program fee, attending all required sessions and executing a consent form with the MBA for disclosure to the Prosecutor and the Court. Report to Family Support Services (FSS) within one week. FSS is located at 24 W. Washington Street in Greencastle. Phone (765) 653-4820.
- (e) Satisfactory completion of the Putnam County NCTI Misdemeanor Class (see attached form for registration and payment of fees for class).
- (f) Pay all outstanding checks, including penalty fees, to the check-holder; including any more checks that the Prosecutor's Office receives during deferral period.
- (g) Notify the Prosecutor's Office of any address change during the deferment period.
- (h) Complete 16 hours of community service through Putnam County Community Corrections (PCCC).
PCCC includes a program fee and executing a consent form with the PCCC for disclosure to the Prosecutor and the Court. PCCC is located on the 1st floor of the Courthouse. Telephone: 765-653-5196.
OR in lieu of completing community service you may donate \$160.00 to the Putnam County Asset Forfeiture Fund plus donate \$16.00 to PCCC. If you decide to donate to the Asset Forfeiture Fund payment should be paid in the Auditor's Office. Any payment to PCCC should be paid directly to their office
- (i) Defendant agrees to have no contact with _____ and for the Court to issue a formal no-contact order (see attached no-contact order).
- (j) Other terms: _____

- (k) Not to possess any firearm or any other deadly weapons.
- (l) Defendant agrees to pay restitution to _____ in the amount of \$ _____ and for the Court to issue a restitution order. Payment of restitution should be made in the Clerk's Office.
- (m) Payment of all pre-trial diversion fees and clerk fees should be made payable to the Putnam County Clerk (no personal checks) and paid in the Clerk's Office or can be mailed to:

Putnam County Clerk
PO Box 546
Greencastle, IN 46135

- Clerk fee: \$145.00
- Public Defender fee: \$50
- Drug Interdiction fee (Fund #680-99): \$200
- Initial User's Fee: \$50.00 (includes 1st month's fee)
- Monthly Diversion Fee: \$10.00 for 11 additional months, totaling \$110.00
- TOTAL CLERK FEES DUE: \$ 305.00**
- (n) \$ _____ to be released from bond to pay _____

I SWEAR OR AFFIRM I HAVE READ THIS AGREEMENT AND I UNDERSTAND AND AGREE TO THE TERMS SET FORTH.

Defendant: _____ Attorney (for Defendant): _____
 Address: _____
 City: _____
 State: _____ Zip: _____
 DOB: _____ Height: _____ Weight: _____
 Hair: _____ Eyes: _____
 Dated: _____

APPROVAL OF COURT

The Court having reviewed this Pre-Trial Diversion Agreement does now *approve* the agreement and takes the Defendant's plea of guilty under advisement.

Dated this _____ day of _____, 2007.

EXHIBIT 2



Charles D. Bridges, Judge

Putnam Superior Court
3rd Floor, Courthouse
Greencastle, IN 46135

February 2, 2009

Timothy Bookwalter
Putnam County Prosecutor
4th Floor, Courthouse
Greencastle, IN 46135

Tim,

As per our conversation last month, I intend to continue with Judge Lowe's Policy of allowing certain criminal Defendant's to perform Community Service as part of their sentence. And, in the alternative, a buy-out of the Community Service may be appropriate.

Sincerely,

Charles D. Bridges
Judge, Putnam Superior Court

EXHIBIT 3

STATE OF INDIANA)
) SS:
COUNTY OF VERMILLION)

IN THE VERMILLION CIRCUIT COURT
2008 TERM

STATE OF INDIANA

VS.

CAUSE NO. ~~XXXXXXXXXXXX~~

PRE-TRIAL DIVERSION AGREEMENT

Comes now the State of Indiana, by its representative; and comes now the Defendant, in person, and by counsel, pursuant to I.C. 33-39-1-8, and enter into the following Agreement in resolution of the matters pending in the above-captioned cause:

1. *The State of Indiana agrees to withhold prosecution of this cause of action for a period of one (1) year from the date of this Agreement. If the Defendant complies with the terms delineated in Paragraph #2, then the State of Indiana shall dismiss this Cause at the expiration of one (1) year.*
2. *The Defendant agrees to comply with the following terms and conditions:*
 - A. *The Defendant shall behave well and not violate any laws.*
 - B. *The Defendant shall pay deferral fees in the sum of Three Hundred and Twenty-eight Dollars (\$328.00), said sum consisting of the following:*
 - (1.) *\$120.00 for Court costs;*
 - (2.) *\$3.00 Public Defense Administration Fee;*
 - (3.) *\$1.00 Judicial Insurance Adjustment Fee;*
 - (4.) *\$18.00 Judicial Salaries Fee;*
 - (5.) *\$2.00 DNA Sample Processing fee;*
 - (6.) *\$5.00 Court Administration Fee;*
 - (7.) *\$2.00 Document Storage Fee*
 - (8.) *\$7.00 Automated Record Keeping Fee; and*
 - (9.) *\$50.00 Initial User's fee and \$10.00 for each month that the Defendant is on the program.*

Said fees shall be paid at the time that this Agreement is filed with the Court and by his signature, the Defendant authorizes the payment of the same from his escrow account.

- C. *The Defendant shall choose one of the following options:*

 1. *The Defendant shall perform 24 hours of Community Service to be monitored by West Central Community Corrections program and be responsible for any fees associated with the same. He shall complete his Community Service hours within 60 days of the date of this Agreement.*

 2. *The Defendant shall voluntarily contribute \$240.00 to the Vermillion County Asset Forfeiture Fund #329.*

D. *The Defendant shall promptly notify the Prosecutor's Office of any change in address.*

This Agreement constitutes the entire Agreement between the parties, and the Defendant acknowledges that no promises have been made, or inducements given, which are not a part of this Agreement, and that he has entered into said Agreement freely, knowingly, and voluntarily.

SO AGREED this _____ day of _____, 2008.

State of Indiana

Counsel for Defendant

EXHIBIT 4



LAW OFFICES

LARRY J. WAGNER
CHRISTOPHER B. GAMBILL
TONY B. MANNIS

JAMES L. CRAWFORD
1944 - 2003

August 12, 2010

State Board of Accounts
302 W. Washington St., Rm E418
Indianapolis, IN 46204

Re: County Prosecuting Attorney, Putnam County Audit Results and
Comments

OFFICIAL RESPONSE

The undersigned serves as the forfeiture attorney for the Putnam County Prosecutor. On August 27, 2008 and on October 29, 2009 I provided "Official Responses" to audits performed by the State Board of Accounts. This Official Response is in regard to the most recent Audit and Statements concerning the "Asset Forfeiture Fund." This letter will address statements contained in recent Audit Results and Comments concerning forfeitures. It is anticipated that Prosecutor Bookwalter will address any issues concerning the pre-trial diversion fees.

RESPONSE

Paragraph 1 of the comments under "Asset Forfeiture Fund" accurately depicts the fund that has been established in Putnam County for depositing money that was realized as a result of "forfeiture" actions. It also accurately describes that funds from said account must be used for expenditures related to law enforcement activities.

The second paragraph concerning the "Asset Forfeiture Fund" accurately describes that I have been retained, pursuant to a contract for legal services" to represent the Putnam County Prosecutor in forfeiture proceedings. The authorization for a Prosecutor to retain such an attorney is expressly provided under Indiana Code 34-24-2-8. The following misleading or inaccurate statement is contained within this paragraph of the official comment.

"The attorney utilizes Settlement Agreements to obtain voluntary surrender of drug suspects' property or money in a civil action, without court orders, and subsequently disperses the cash and property for receipt to the Asset Forfeiture Fund."

A more accurate description of the process would be whenever a seizure is made, and for which sufficient cause for the filing of a forfeiture action exists, the undersigned commences a civil forfeiture action against the Defendant for the money or property seized. Thereafter, the case is litigated to conclusion or,

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wkg@wagnerlawfirm.biz

alternatively, a Settlement Agreement is reached. A Settlement Agreement is legally distinct from a Judgment. A Settlement Agreement can be reached between opposing parties in any civil action regardless of whether a public entity is a party. As in all other civil litigation involving a government entity, no "Court Order" is required for the settlement. An exception to this rule is if a party is subject to a guardianship or is minor. The suggestion or inference that a "Court Order" is required when a settlement is reached in a civil action, is incorrect.

The State Board of Accounts is aware from the previous two responses provided, the application of the Common School Fund provision is only triggered if a Judgment is entered in the forfeiture action. If a Judgment is entered the Plaintiffs are entitled to recover the costs of investigation which include the costs and fees of the litigation as well as reimbursement for law enforcement costs in the underlying criminal investigation and/or prosecution.

Recently, the Indiana Attorney General's Office rendered an opinion finding that the Common School Fund provision under the Indiana Constitution does not apply to civil forfeitures. Actions brought pursuant to Indiana Code 34-24-1 et seq are civil forfeiture actions not criminal forfeiture actions. Thus, monies procured as a result of forfeiture settlements are not required to be deposited in the State Common School Fund, under any circumstances.

"Home Rule" permits municipalities to establish accounts for designated funds. The State Board of Accounts' continued position that monies realized as a result of "forfeitures" must be placed in a municipality's general fund, ignores the right under home rule, to establish special accounts. The undersigned presently represents 7 different counties with forfeiture fund accounts. The undersigned began practicing forfeiture law on behalf of prosecutor's offices approximately 13 years ago. In all but one of these counties forfeiture fund accounts had been established prior to being retained as a forfeiture attorney. It is also the understanding of the undersigned that these accounts, exist in numerous other counties in the State of Indiana.

In conclusion, the "Audit Results and Comments" suggests that when a forfeiture action is filed and a Settlement Agreement is reached, the proceeds from said Settlement Agreement must still be placed in the Common School Fund. That position is incorrect and contrary to established case law in the State of Indiana. To the extent that the Audit Results and Comments suggests that a municipality may not establish a Seized Asset Fund in which forfeiture proceeds can be deposited is improper, the undersigned believes that this conclusion is also in error.

August 12, 2010
Page Three

Respectfully Submitted,

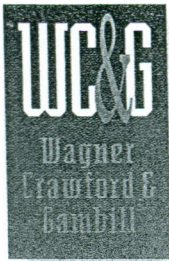
WAGNER, CRAWFORD AND GAMBILL
416 South Sixth Street
Terre Haute, IN 47807
(812) 238-1408
(812) 238-1127 FAX

By:



Christopher B. Gambill
Attorney No. 8376-84

EXHIBIT 5



LAW OFFICES

LARRY J. WAGNER
CHRISTOPHER B. GAMBILL

TONY B. MANNS
NOAH L. GAMBILL

JAMES L. CRAWFORD
1944-2003

July 1, 2011

Mr. Timothy Bookwalter
Prosecuting Attorney of
Putnam County
4th Floor Courthouse
Greencastle, IN 46135

RE: 2010 Forfeitures

Dear Prosecutor Bookwalter:

Please be advised that I reviewed the files from 2010. It appears from reviewing those files that the procedure recommended for filing all settlement agreements with the Courts commenced during the middle of that year. There were two settlement agreements early in 2010 in which the Defendants were represented by counsel and where we advised the Court pursuant to our Motion to Dismiss that a settlement had been reached between the Plaintiffs and the Attorney representing the Defendant. Those cases are entitled:

1. Putnam County Sheriff's Department and the State of Indiana v. Amire Abdilah Osman, Cause No. 67D01-0904-MI-14.
2. Putnam County Sheriff's Department and the State of Indiana v. Sharronda D. Grant, Cause No. 67D01-1003-MI-14.

Thereafter, all settlement agreements reached between the Plaintiff and the Defendants, whether represented by counsel or not, were filed with the Court. There were three such filings in 2010. These cases are as follows:

1. Putnam County Sheriff's Department and the State of Indiana v. Eury M. David Rodriguez and Israel Ramos-Ortega, Cause No. 67D01-1006-MI-22.
2. Putnam County Sheriff's Department and the State of Indiana v. Mario Dejesus Cantu, Cause No. 67D01-1009-MI-32.
3. Putnam County Sheriff's Department and the State of Indiana v. Abraham Magana Garcia, Cause No. 67D01-1003-MI-00009.

There were a number of other cases in 2010 in which Judgments were obtained. In those cases Affidavits of Distribution were filed with the Court, and pursuant to Court Order those Judgments were distributed in accordance with the Indiana Forfeiture Act including distributions to the Common School Fund in the approximate sum of \$54,000.00. It should be noted that there were two vehicles that were obtained during 2010 that are awaiting Sheriff's Sale. Those two vehicles are a 2008 Buick Enclave and a 2005 Lincoln Navigator. If you need any other additional

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July 1, 2011

Page 2

information regarding 2010 Forfeitures, do not hesitate to contact me. It should be emphasized that pursuant to the recommendations of the Indiana Prosecuting Attorney's Counsel, all settlement agreements are submitted to the Court in any forfeiture action in which a settlement is reached regardless of whether the Defendant is represented by an Attorney.

Sincerely,

WAGNER, CRAWFORD AND GAMBILL

By: _____

Christopher B. Gambill

CBG/klw

EXHIBIT 6



STATE OF INDIANA

AN EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF ACCOUNTS
302 WEST WASHINGTON STREET
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Web Site: www.in.gov/sboa

February 4, 2008

Honorable Matthew L. Headley
Judge, Putnam Circuit Court
Courthouse, 3rd Floor
Greencastle, IN 46135

Re: Asset Forfeiture Fund

Dear Judge Headley:

We are in receipt of your letter dated December 31, 2007, regarding the use of funds held in the Putnam County Asset Forfeiture Fund to purchase audio recording devices for the court system. We have reviewed the copy of the Putnam County Ordinance included with your letter and relevant Indiana law concerning this issue.

Based on the facts as set forth in your letter and the law on this issue, our audit position would be to not take an exception to the use of the funds as you describe in your letter.

We would also like to identify an issue for consideration by the Prosecuting Attorney and the Board of County Commissioners. Our interpretation of I.C. 34-24-1-4(d)(2)(C)(i) is that the proceeds from the sale of forfeited property should be deposited in the general fund of the unit that employed the law enforcement officers that seized the property. The copy of the ordinance that you provided to us indicates that these proceeds are paid to the "Putnam County Prosecutor's Asset Forfeiture Fund".

If you have any questions about this matter or we can be of further assistance to you, please contact us.

Sincerely,

Bruce A. Hartman, CPA
State Examiner

cc: Sharon Coopridger, Field Examiner
Data File - Putnam County