

AGREEMENT AS TO USE OF SPECIAL FUNDS

THIS AGREEMENT AS TO USE OF SPECIAL FUNDS, made and entered into this the 13 day of ~~April~~^{October}, 2003, by and between the **FAYETTE CIRCUIT COURT** (sometimes referred to herein as the "Court") and the **FAYETTE COUNTY BAR ASSOCIATION** (the "FCBA").

WHEREAS, the Court, with the assistance of members of the FCBA, organizes an annual, two day continuing legal education seminar known as the Bench & Bar CLE (the "Bench & Bar"), which is held in June at the Fayette Circuit Courthouse;

WHEREAS, the Bench & Bar has generated significant proceeds each year due to the efforts of the Court;

WHEREAS, the proceeds of the Bench & Bar have historically been designated as "Special Funds" of the FCBA and have been used for portraits of retiring circuit court judges, as well as for other activities which benefit the Court and the FCBA; and

WHEREAS, both the Fayette Circuit Court and the FCBA desire to ensure that there will consistently be sufficient monies to finance portraits of retiring circuit judges and desire to define the purposes for which the Special Funds shall and may be used, so that both the Court and the FCBA will have a clear understanding and agreement with respect to how the Bench & Bar proceeds will be held and spent.

NOW, THEREFORE, in consideration of the foregoing, the Court and the FCBA agree as follows:

A. The proceeds of the Bench & Bar shall be used to maintain (i) a Portrait Fund in the amount of Forty Five Thousand Dollars (\$45,000.00) as of July 15 each year; and (ii) a Discretionary Fund in the amount of Five Thousand Dollars (\$5,000.00) as of July 15 each year. The remaining proceeds of the Bench & Bar, if any, will be gifted to the general fund of the FCBA. It is understood that if the proceeds of the Bench & Bar are insufficient to replenish the full amount to each Fund on July 15 of each year, the FCBA will not be required to contribute from its general fund to maintain the required balances, but the proceeds of the Bench & Bar in subsequent years shall be devoted exclusively to said Funds until the required balances are reached.

B. All expenditures from the Portrait Fund or the Discretionary Fund shall be approved by the Special Funds Oversight Committee, which shall consist of the Chief Judge of the Fayette Circuit Court, the President of the FCBA and the Treasurer of the FCBA.

C. The Discretionary Fund shall be used to finance items and events such as judicial retirement receptions, receptions following swearing-in ceremonies, courthouse special events, or other miscellaneous expenses which benefit the Court and the FCBA. It is understood that expenditures from the Discretionary Fund shall not exceed Five Thousand Dollars (\$5,000.00) in

any one-year period, unless any excess expenditure is charged against the balance of the Discretionary Fund for the following year.

D. The Portrait Fund shall pay up to Five Thousand Dollars (\$5,000.00) toward one (1) portrait, by an artist of the judge's choosing, of each judge of Fayette Circuit Court who has served after being duly elected and who is retiring from the Circuit Bench, for whatsoever reason. The Portrait Fund shall further pay up to One Thousand Dollars (\$1,000.00) toward the cost of framing the portrait and up to Five Hundred Dollars (\$500.00) toward an unveiling ceremony and reception. The portrait shall be hung in the Fayette Circuit Courthouse at the direction of the Fayette Circuit Court Portrait Trust.

E. The Portrait Fund shall pay up to Two Thousand Five Hundred Dollars (\$2,500.00) toward one (1) portrait of any retiring state appellate judge duly elected from Fayette County, who has not served on the Fayette Circuit Court, but who has served on the Fayette District Court. The portrait shall be hung in the Fayette District Courthouse at the direction of the Fayette Circuit Court Portrait Trust.

F. All portraits shall be the sole property of the Fayette Circuit Court Portrait Trust. The Portrait Trust will provide the maintenance, insurance, and appraisal of all portraits in the Fayette Circuit and District Courts.

G. This Agreement shall remain in effect so long as the Bench & Bar continues, or as the parties may otherwise agree.

WITNESSETH our hands on this the day first above written.

FAYETTE CIRCUIT COURT

FAYETTE COUNTY BAR ASSOCIATION

By: *Greg J. Powell*
Oct 13, 2003

By: *Stephen J. Barber*
President
October 13, 2003