

Commonwealth of Kentucky Court of Justice



Court Facilities Local Government Reimbursement Form

FACILITY NAME: **MARSHALL COUNTY JUDICIAL FACILITY**

DATE: 4/17/2017

FISCAL YEAR: **2018 (July 1, 2017 – June 30, 2018)**

In accordance with KRS Chapter 26A, this form shall constitute a Reimbursement Form for payments between Marshall County (hereinafter "Local Government") and the Administrative Office of the Courts (hereinafter "AOC") for Fiscal Year 2018. This form includes a summary of all facility costs and space allocations.

Please inform the AOC point of contact if deviations or discrepancies exist between the information provided within and the Local Government's records.

No changes should be made to this document unless written approval authorizing the changes is made by the AOC in advance. No changes made by the Local Government to the calculations of the AOC shall be binding on the AOC unless such prior written approval is attached hereto. Acceptance of this Reimbursement Form does not constitute prior written approval.

It is imperative that this document be completed, signed, and submitted to the Administrative Office of the Courts on or before June 15, 2017. Failure to do so may result in a delay in payments.

MAIL COMPLETED FORMS TO:

Administrative Office of the Courts (AOC)
Office of Budget & Policy
Attn: Donald Leathers
1001 Vandalay Drive
Frankfort, KY 40601

AOC Point of Contact: Donald Leathers
Telephone Number: (502) 573-2350
FAX Number: (502) 782-8709

SECTION I. SPACE ALLOCATIONS

Space allocations provided below constitute space designations recorded in the AOC Accounting and Reporting System. An increase or decrease in space allocations results in an adjustment of authorized reimbursements. The court ratio (d) is used to calculate AOC's proportionate share of use allowance and operating payments. No changes shall be made that will directly affect the court ratio without prior written approval by the AOC.

a. Net Functional Court of Justice Space	<u>26,642.</u>	SF
b. Net Functional Non-Court of Justice Space	<u>6,305.</u>	SF
c. Total Functional Space (Item a. plus Item b.)	<u>32,947.</u>	SF
d. Court of Justice Space Ratio (Item a. divided by Item c.)	<u>0.809</u>	
e. Total Non-Functional Space (non-office occupied space, i.e., public restrooms, corridors, entrances, etc.)	<u>12,435.</u>	SF
f. Total Net Building Space (Item c. plus Item e.)	<u>45,382.</u>	SF

SECTION II. USE ALLOWANCE

Although not typical, some counties may be entitled to a use allowance payment. The use allowance is calculated in accordance with KRS 26A.090 (2). If applicable, it will be indicated below.

Total Use Allowance	<u>\$ 0.00</u>
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SECTION III. OTHER RENTED SPACE

This section represents estimated rental expense(s) payable as a reimbursement to the Local Government as reflected in the AOC Accounting and Reporting System for AOC's occupancy of county owned or leased rental properties, other than the MARSHALL COUNTY JUDICIAL FACILITY.

It is the responsibility of the Local Government to ensure that reimbursement payments for county owned rental properties are transferred to the appropriate local unit of government.

Rental costs leased or owned by the Local Government for space occupied by the Court of Justice:

Total Annual Other Rented Space	<u>\$ 0.00</u>
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SECTION IV. OPERATING COST ESTIMATE

The operating cost estimate represents anticipated operating expenses for the upcoming fiscal year based on the previous fiscal years' actual operating costs.

a. AOC Estimate of Operating Cost (based on actual prior year expenses)	<u>\$334,400.00</u>
b. Court Ratio (from Section I, Item d.):	<u>0.809</u>
c. Court of Justice Operating Costs (multiply Item a. by Item b.):	<u>\$270,530.00</u>

SECTION V. SUMMARY OF AOC'S REIMBURSEMENT

a. Court of Justice Operating Costs (from Section IV, Item c.):	\$270,530.00
b. Total Other Rented Space (Section III):	\$ 0.00
c. Total Use Allowance (Section II):	\$ 0.00
d. Net Adjustment:	\$ 0.00
e. ESTIMATED ANNUAL REIMBURSEMENT TO COUNTY (Item a. thru Item d.):	\$270,530.00

SECTION VI. CATASTROPHIC LOSS AGREEMENT

By signing this form, the Local Government agrees that in the event that the Lease Premises are damaged or destroyed by any casualty, the Local Government shall provide the AOC with proof of the amount of any proceeds received by the Local Government from any insurer. Such proceeds shall first be applied to any bond indebtedness that may remain on the Lease Premises, and the Local Government shall relinquish to the AOC its pro rata portion of any remaining proceeds, based on the percentage of the Lease Premises that is occupied by the Court of Justice.

SECTION VII. AGREEMENT CONCERNING OPERATION OF COURTHOUSE

By signing this form, the Local Government acknowledges that the Chief Circuit Judge has the sole discretion, in accordance with the Personnel Policies for the Kentucky Court of Justice which have been adopted by Order of the Supreme Court, to determine whether offices occupied by the Kentucky Court of Justice will be closed in his or her circuit, for inclement weather or other extraordinary circumstances. While the Local Government may close its offices within the facility, if the facility is shared, it acknowledges that it has no authority to close offices occupied by the Kentucky Court of Justice.

SECTION VIII. AGREEMENT CONCERNING ACCOUNTING AND AUDIT OF EXPENDITURES

By signing this form, the Local Government agrees to provide the AOC with an accounting of (1) all revenue received by the Local Government from court facilities fees collected pursuant to KRS §§ 23A.220, 64.091, or 24A.185 in the prior fiscal year; and (2) all expenditures made in the prior fiscal year from court facilities fees collected pursuant to KRS §§ 23A.220, 64.091, or 24A.185.

By signing this form, the Local Government acknowledges and agrees that the AOC or its designee shall have access for auditing purposes to (1) any facility occupied in whole or in part by the Court of Justice; (2) any books, documents, papers, records, or other evidence which are directly related to this Reimbursement Form; and (3) any books, documents, papers, records, or other evidence which are directly related to any court facility fees collected by the Local Government pursuant to KRS §§ 23A.220, 64.091, or 24A.185.

SECTION IX. SIGNATURE AND ACCEPTANCE

I hereby certify that the calculations related to the cost of the facility are accurate and correct to the best of my knowledge, and the premises are in compliance with all applicable state and federal standards, including but not limited to the "Americans with Disabilities Act of 1990". I acknowledge full responsibility for non-compliance with said standards. The Fiscal Court/Council/Commission and I understand the terms of this document and agree that revisions will not be made without consultation with the Administrative Office of the Courts.

Approved By (i.e. County Judge/Executive, Mayor):

(Signature)

(Name)

(Title)

(Telephone Number)

Approved this _____ day of _____
(month & year)

The AOC Office of Budget and Policy has reviewed this Reimbursement Form and hereby authorizes AOC to reimburse the Local Government in accordance with Section V, above.

Director, Budget and Policy

Approved this _____ day of _____
(month & year)