

FIFTH AMENDED
MANAGEMENT AND OPERATIONAL SERVICES AGREEMENT

THIS FIFTH AMENDED MANAGEMENT AND OPERATIONAL SERVICES AGREEMENT("Agreement") is made and entered into effective this 1ST day of January, 2023, by and between the BULLOCK PEN WATER DISTRICT, a duly created and operating water authority pursuant to the provisions of KRS Chapter 74 by and through Charles Givin, its Chairman, One Farrell Drive, Crittenden, Kentucky 41030 ("BPWD"), and GRANT COUNTY SANITARY SEWER DISTRICT, a duly created sewer utility pursuant to KRS Chapter 67 by and through Charles Givin, its Chairman, One Farrell Drive, Crittenden, Kentucky 41030 ("GCSSD").

WHEREAS, GCSSD is an operating sewer district providing sanitary sewer services within portions of Grant County, Kentucky, having been created by Ordinance of the Grant County Fiscal Court pursuant to the provisions of KRS Chapters 74 and 67, and

WHEREAS, BPWD is an operating water authority created pursuant to the provisions of KRS Chapter 74, and

WHEREAS, pursuant to the Grant County Fiscal Court Ordinance creating GCSSD, BPWD was directed pursuant to the provisions of KRS Chapter 74 to provide various management services for GCSSD, and

WHEREAS, by Agreement dated June 17, 2004; First Amended Management and Operational Services Agreement dated August 19, 2010; and Second Amended Management and Operational Services Agreement dated September 20, 2018; Third Amended Management and Operational Services Agreement dated March 18, 2021; and Fourth Amended Management and Operational Services Agreement dated February 17, 2022, BPWD provided various management and operational services for GCSSD, and

WHEREAS, over time BPWD and GCSSD have determined that various modifications to the First, Second, Third and Fourth Amended Management and Operational Services Agreement are in order and,

WHEREAS, the parties hereto intend to amend the original Management and Operational Services Agreement and the First, Second, Third and Fourth Amended Management and Operational Services Agreement consistent with the foregoing.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and undertakings hereinafter specified, the parties agree as follows:

1. BPWD and GCSSD incorporate herein by reference each and every term, condition, and provision of the parties Fourth Amended Management and Operational Services Agreement not specifically inconsistent herewith. To the extent there is any inconsistency between this Fifth Amended Management and Operational Services Agreement and the Fourth Amended Management and Operational Services Agreement, the terms, conditions, and provisions set forth herein shall prevail. The parties hereto agree that the monthly Management Fee for combined Field Services:



Office/Administrative Personnel; and Office/Physical Plant shall increase from \$16,847.00 (combined) to Seventeen Thousand Six Hundred Seventy-One Dollars (\$17,671.00) (combined).

It is the intent and purpose of this Agreement to allow BPWD to continue providing management, employee, maintenance and operational services for GCSSD including but not limited to operational personnel (both field and office), maintenance and operational equipment and office facilities to assist GCSSD in the day-to-day operation of its sanitary sewer systems located in Grant County. It is acknowledged by the parties hereto that GCSSD does not have adequate staff, employees and/or equipment for the day-to-day operation of its sanitary sewer system. In addition to field personnel, the parties also intend that BPWD will continue to provide office space, office personnel and the necessary office equipment for GCSSD to conduct its day-to-day operations. In consideration therefore, the parties desire to provide a compensation system whereby BPWD may receive fair and reasonable compensation for services rendered.


2. It is agreed by the parties hereto that the increase in charges set forth herein shall be retroactively paid and effective as of the first day of January, 2023.

IN WITNESS WHEREOF, the parties hereunto set their hands on the date first hereinabove written.

BULLOCK PEN WATER DISTRICT

By: 
CHARLES GIVIN, CHAIRMAN
DATED: APRIL 20, 2023

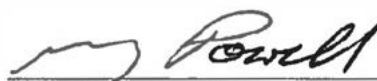
ATTEST:


SECRETARY WILLIAM WEHINGTON
DATED: APRIL 20, 2023

GRANT COUNTY SANITARY
SEWER DISTRICT:

By: 
CHARLES GIVIN, CHAIRMAN
DATED: APRIL 20, 2023

ATTEST:


GREGORY POWELL
DATED: APRIL 20, 2023

