

CONTRACT FOR SERVICES BETWEEN  
MADISON COUNTY UTILITIES  
AND  
KIRKSVILLE WATER ASSOCIATION

**THIS CONTRACT FOR SERVICES** entered between Madison County Utilities and Kirksville Water Association by and through their respective Board of Directors, on this the 28<sup>th</sup> day of June 2017 is intended to finally resolve and control all issues regarding the office management of the Kirksville Water Association and the attendant costs associated therewith.

WITNESSETH

1. GENERAL

Madison County Utilities and Kirksville Water Association have a longstanding, mutually beneficial arrangement whereby Madison County Utilities (hereinafter the "County") provides office space, personnel and dedicated County employees to manage administrative tasks for Kirksville Water Association (hereinafter "KWA"). In exchange KWA pays a per meter fee to the County for use of the facilities and County personnel.

This Contract is intended to memorialize that longstanding agreement and provide for future revisions and extensions to the agreement.

2. TERMS

The County agrees to provide office space for KWA superintendent and staff and meeting space for the KWA Board of Directors. The County also agrees to provide personnel to handle all administrative tasks associated with the operation of the KWA at the direction of the KWA superintendent or KWA Board of Directors. All costs associated with the operation of the administrative functions of the KWA shall be the responsibility of the County and shall be offset by the per meter fee received by the County from KWA.

KWA agrees to pay a per meter fee to the County for the continued use of the facility and for the administrative support provided by County personnel.

(a) Fee

KWA agrees to pay \$2.60 per meter for use of the facilities and County personnel. It is understood this fee is to be an all-inclusive fee and that any costs associated with the administration of the KWA shall be paid by the County.

(b) Annual adjustment

The County and KWA agree to adjust the per meter fee on an annual basis based on the CPI index used by the City of Richmond to adjust water rates. The per meter fee shall be adjusted at the same time water rates are adjusted. The rate adjustment shall never be less than 0 or more than 3%.

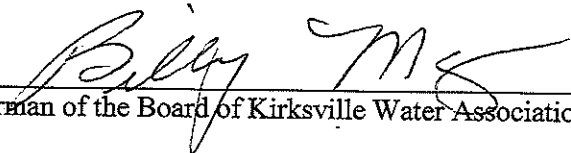
(c) Options to renew

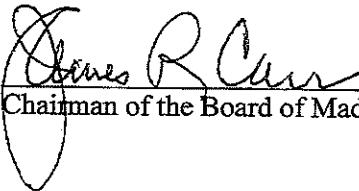
This contract shall be for a five (5) year term beginning with the execution of this contract and shall automatically renew for five (5) additional five (5) year terms unless either party provides 90 days' notice prior to the renewal date of an intent to terminate the contract.

(d) Extraordinary expenses

Any expenses the County incurs solely for the benefit of the KWA that are outside the ordinary course of business or routine or require a significant expenditure shall be discussed by the Boards of both the County and the KWA before being approved and absorbed by the County as part of the per meter fee.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date and year first above written.

  
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Chairman of the Board of Kirksville Water Association

  
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Chairman of the Board of Madison County Utilities