

CONTRACT FOR SERVICES BETWEEN
MADISON COUNTY UTILITIES
AND
KIRKSVILLE WATER ASSOCIATION

THIS CONTRACT FOR SERVICES entered into between Madison County Utilities and Kirksville Water Association by and through their respective Board of Directors, on this the 15th day of October 2009 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 for Kirksville Water Association (hereinafter "KWA") personnel and dedicates County employees to manage administrative tasks for 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 \$2.47 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 beginning in the year 2013.


(c) Options to renew

This contract shall be for a five (5) year term with an option to renew for five (5) additional five (5) year terms.

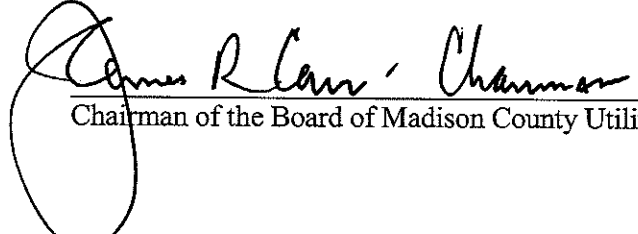
(d) Extraordinary expenses

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.



Chairman of the Board of Kirksville Water Association



Chairman of the Board of Madison County Utilities