Contracting for Services  
Operation and Maintenance Between  

Public Water System Name___________________________ , ID # _________and  
(Operator) ________________________________________ _______ of  
(Business)_________________________________________ _________  

This third party agreement made this _____________ day of ______________ 20___,  
by and between  
(Owner name) ______________________________________ ________,  
(System (name)______________________________ in ___ ________________County,  
hereinafter referred to as owner, and  
(Operator name) __________________________________ , Cert # __________  
of (business) _____________________________________ _________________  
(address), ________________________________________ _________________,  
hereinafter referred to as operator.  

The owner desires that the water system be operated by a State of Oregon Certified  
Water Operator. The Owner intends to supply ample domestic water to all its customers  
within the service area, both residential and (commercial) for normal uses of such water.  
The owner intends to provide safe drinking water as well as desirable drinking water to all  
users within its service area. The Operator agrees to oversee the general maintenance  
and the daily operation of the water system and all sampling for monthly reporting to the  
State of Oregon Drinking Water Program. The operator for the purpose of this contract  
will be the Direct Responsible Charge (DRC).  

This agreement may be terminated at anytime for any reason by either party with a thirty-  
day (30) written notice to the Drinking Water Program. Monetary adjustments may be  
made as needed with both parties consent. This agreement is in force for three (3) years  
from the date of system operator certification.  

Owner and Operator agree that all services specified in the contract documents will be  
performed by the operator in accordance with all governmental requirements.  

Services
Operator will assume beneficial occupancy and will be in direct responsible charge of the facility, DRC.

Operator must furnish all labor; materials; supplies, equipment, transportation, supervision, technical, professional, and other services for the purpose of treating water and performing duties of distribution for the ______________, hereinafter referred to as System; and must perform all operations and maintenance necessary and required to properly provide services for the service area.

Operator must manage the day to day operations of the System, maintain the System and perform all tasks necessary within the scope of operator’s obligations under the contract for the operation and maintenance of the System. Operator must operate and maintain the System according to Oregon State and EPA rules, regulations, codes and policies.

Operator will be available on call 24 hours a day and able to respond within 1 hour of an emergency.

Operator will maintain (their) Oregon drinking water operator certification through continuing education.

Operator will pay for all permits, licenses, certification and other applicable government requirements or governing authority requirements and inspections, as well as furnish any documentation, bonds, security or deposits required to permit operators performance of services.

Operators representative, and any other operator personnel, subcontractor/subconsultant or other person acting on behalf of operator, may be required when reasonably necessary.

Operator is solely responsible for safely conducting all operation in order to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. Operator will inspect all equipment, materials, and services to discover any condition that might involve risks and for correcting any of those conditions. Operator will immediately notify owner of any known activity, problem or circumstance that threatens or affects the drinking water supply or health, safety or welfare of the users of the drinking water.

Operator will cooperate with owner security requirements, and must promptly comply with any security arrangements.

Operator will undertake remediation in accordance with governmental requirements and make its best reasonable efforts to mitigate problems, and implement any applicable emergency plan.

Operator must maintain records and accounts concerning the operation, maintenance, repair, and equipping of the facility under this contract. Owner will have reasonable and
legally permissible access to all documents, records, and reports from the operator to the State drinking water program. All records must be maintained as specified by Oregon State retention schedules. Operator will have all signatory authority for said reports and other documents, as required under Oregon State drinking water rules.

Agreement acknowledged by signature:

Owner: _________________________________  Date: ______________

Operator: ________________________________  Date: ______________

Business: ________________________________  Date: ______________

This contract is subject to public disclosure.