

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.