

**PERSONAL SERVICES CONTRACT**

**CONTRACT:**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between THE ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT and THE ARCH CAPE SANITARY DISTRICT Oregon Special Districts, hereinafter referred to as "the DISTRICTS," and \_\_\_\_\_ hereinafter called " ADMINISTRATOR ", duly authorized to perform such services in Oregon.

W I T N E S S E T H

WHEREAS, the DISTRICTS require services which ADMINISTRATOR can provide, under terms and conditions hereinafter described; and

WHEREAS, ADMINISTRATOR is able and prepared to provide such services as the DISTRICTS do hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. ADMINISTRATOR SERVICES

A. ADMINISTRATOR shall perform professional services, as outlined in the Exhibit A, to the DISTRICTS regarding business administration and management of the DISTRICTS

B. ADMINISTRATOR's services are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.

C. The ADMINISTRATOR'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

D. This contract is for a period of two years.

2. COMPENSATION

A. The DISTRICTS agrees to pay ADMINISTRATOR a total not to exceed \_\_\_\_\_ for performance of those services provided herein;

B. The ADMINISTRATOR will submit monthly billings for payment which will be based upon \_\_\_\_\_. Said progress billings shall be payable within 30 days of receipt by the DISTRICTS.

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C. DISTRICTS certify that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.

3. ADMINISTRATOR IDENTIFICATION

ADMINISTRATOR shall furnish to the DISTRICTS with the ADMINISTRATOR'S employer identification number, as designated by the Internal Revenue Service, or ADMINISTRATOR'S Social Security number, as DISTRICTS deems applicable.

4. DISTRICTS' REPRESENTATIVES

For purposes hereof, the DISTRICTS' authorized representatives will be the President of the Arch Cape Sanitary District or their designee.

5. ADMINISTRATOR'S REPRESENTATIVE

For purposes hereof, the ADMINISTRATOR'S authorized representative will be \_\_\_\_\_.

6. DISTRICTS' OBLIGATIONS

In order to facilitate the work of the ADMINISTRATOR as above outlined, the DISTRICTS shall furnish to the ADMINISTRATOR access to all district properties, employees, reports and site information. In addition, the District Presidents shall act as liaison for the ADMINISTRATOR, assisting the ADMINISTRATOR with making contacts and facilitating meetings, as necessary.

7. ADMINISTRATOR IS INDEPENDENT CONTRACTOR

A. ADMINISTRATOR'S services shall be provided under the general supervision of the President of the Sanitary and Domestic Water Supply Districts, or their designees, but ADMINISTRATOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. ADMINISTRATOR acknowledges that for all purposes related to this Contract, ADMINISTRATOR is and shall be deemed to be an independent contractor and not an employee of the Districts, shall not be entitled to benefits of any kind to which an employee of the Districts is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that ADMINISTRATOR is found by a court of law or an administrative agency to be an employee of the Districts for any purpose, Districts shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to ADMINISTRATOR under the terms of the Contract, to the full

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extent of any benefits or other remuneration ADMINISTRATOR receives as result of said finding

and to the full extent of any payments that Districts is required to make to ADMINISTRATOR or a third party as a result of said finding.

C. ADMINISTRATOR hereby represents that no employee of the DISTRICTS, or any partnership or corporation in which a District employee has an interest, has or will receive any remuneration of any description from the ADMINISTRATOR, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

DISTRICTS may cancel all or any part of this Contract if ADMINISTRATOR breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, or in the event of any of the following: Insolvency of ADMINISTRATOR; voluntary or involuntary petition in bankruptcy by or against ADMINISTRATOR; appointment of a receiver or trustee for ADMINISTRATOR, or any assignment for benefit of creditors of ADMINISTRATOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. ADMINISTRATOR may likewise cancel all or any part of this contract if the DISTRICTS breach any of the terms herein and be therefore entitled to equivalent damages as expressed above for DISTRICTS.

9. ACCESS TO RECORDS

DISTRICTS shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither DISTRICTS nor ADMINISTRATOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the DISTRICTS to insist upon or enforce strict performance by ADMINISTRATOR of any of the terms of this Contract or to exercise any rights

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hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the ADMINISTRATOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, ADMINISTRATOR agrees to indemnify and hold harmless the DISTRICTS, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to the DISTRICTS, or others resulting from or arising out of ADMINISTRATOR'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of ADMINISTRATOR and the Districts this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the ADMINISTRATOR.

16. INSURANCE

Prior to starting work hereunder, ADMINISTRATOR, at ADMINISTRATOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to DISTRICTS, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

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A. Commercial General Liability. ADMINISTRATOR shall obtain, at ADMINISTRATOR'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. The amount of this coverage will be \$1,000,000 or the limit of public liability contained in ORS 30.260 to 30.300, whichever is greater. Coverage shall include Contractors, subcontractors and anyone directly or indirectly employed by either.

B. Automobile Liability. ADMINISTRATOR shall obtain, at ADMINISTRATOR'S expense and keep in effect during the term of the resulting contract, \$1,000,000 Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

C. Additional Insured. The liability insurance coverage shall include DISTRICTS and its officers and employees as Additional Insured but only with respect to ADMINISTRATOR'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, ADMINISTRATOR shall furnish a certificate to DISTRICTS from each insurance company providing insurance showing that the DISTRICTS is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from ADMINISTRATOR or its insurer(s) to DISTRICTS. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. WORKERS' COMPENSATION

ADMINISTRATOR, if it has employees, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

ADMINISTRATOR shall make payment promptly, as due, to all persons supplying ADMINISTRATOR labor or material for the prosecution of the work provided for this contract.

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ADMINISTRATOR shall pay all contributions or amounts due the Industrial Accident Fund from ADMINISTRATOR incurred in the performance of the contract.

ADMINISTRATOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ADMINISTRATOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

19. PAYMENT OF MEDICAL CARE

ADMINISTRATOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such ADMINISTRATOR, of all sums which the ADMINISTRATOR agrees to pay for such services and all moneys and sums which the ADMINISTRATOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

20. OVERTIME

ADMINISTRATOR'S Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. Sections 201 to 209).

21. STANDARD OF PERFORMANCE

The standard of performance applicable to ADMINISTRATOR's services will be the degree of skill and diligence normally employed by ADMINISTRATORs performing the same or similar services at the time ADMINISTRATOR'S services are performed. ADMINISTRATOR will re-perform any services not meeting this standard without additional compensation.

22. NO THIRD-PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the DISTRICTS and ADMINISTRATOR and has no third-party beneficiaries.

23. ASSIGNMENT

This contract is personal to ADMINISTRATOR and may not be assigned or any work subcontracted without consent from the DISTRICTS.

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24. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

25. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between DISTRICTS and ADMINISTRATOR and supersedes all prior written or oral discussions or agreements. ADMINISTRATOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

**IN WITNESS WHEREOF, THE DISTRICTS**, have caused this Agreement to be signed and executed and \_\_\_\_\_ has signed and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE ARCH CAPE DOMESTIC WATER  
SUPPLY DISTRICT

\_\_\_\_\_  
By Bill Campbell, President

THE ARCH CAPE SANITARY DISTRICT

\_\_\_\_\_  
By Casey Short, President

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## Exhibit A

The ADMINISTRATOR shall perform the following functions and duties:

- 1) Work with the Board Presidents to prepare for monthly Board meetings and participate in every Board meeting in person or via Zoom.
- 2) Oversee annual budget development and forecasting of funds needed and available for staffing, equipment, materials, and services. Work with District bookkeepers, accountants and auditors, to monitor and control expenditures, allocate resources, and monitor performance.
- 3) Support the Operations Manager to set and adjust operational priorities and ensures the availability of appropriate resources. Conduct monthly plant walkthrough and provide status updates of the Districts' utilities health and performance needs
- 4) Work with the Operations Manager to identify the need for grants and low interest loans. Work with staff to complete and submit applications.
- 5) Evaluate current business processes and systems, refine procedures and systems to maximize operating efficiency and to establish and maintain controls.
- 6) Ensure that the appropriate personnel, contracting and procurement policies are in place and being followed.
- 7) Coordinate with Consulting Forester and funding agencies to ensure that the contract requirements and District plans for Forest-Watershed Operations are being followed.
- 8) Work with the Boards to provide necessary and appropriate outreach to District rate payers to keep them informed.
- 9) Perform other proper duties and functions as the Boards may from time-to-time request.

In addition, the ADMINISTRATOR shall make the following organizational assessments and recommendations

- 1) Evaluate the long-term need for an Administrator,
- 2) Recommend the skill sets / competencies and level of effort/ time requirements of an Administrator, and whether any Administrator should be an employee or contractor,
- 3) Recommend the skill sets / competencies needed for the positions of Operations Manager and District Operator. Identify areas of opportunity to more effectively achieve District missions and goals.
- 4) Recommend the optimal organization/reporting structure for District Staffing

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- 5) Within 18 months following contract award, provide draft findings to the Board outlining the assessments and recommendations described above.
  - 6) Within 22 months following contract award, provide a final report to the Boards outlining assessments and recommendations, taking into account comments on the draft findings from the Boards and staff.

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