

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
ADMINISTRATIVE SUPPORT PERSONAL SERVICES AGREEMENT**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made by and between the Arch Cape Domestic Water Supply District (ACDWSD), a water district formed under ORS Chapter 264, and, _____ ("Contractor").

RECITALS

- A. ACDWSD needs the services of professional Contractor with the particular training, ability, knowledge, and experience possessed by Contractor and wishes to continue receiving such services from Contractor.
- B. ACDWSD desires assistance with the administration of the District as it relates to Finance, accounts and general services limited to the job descriptions.
- C. The parties wish to set forth the terms and conditions of their agreement in this Personal Services Contract ("Contract").

AGREEMENT

- 1. **SCOPE OF WORK.** Contractor shall provide professional, technical and expert services to ACDWSD, as more particularly described in the attached, "Contractor Scope of Services Arch Cape Domestic Water Supply and Sanitary Districts – Exhibit A."
- 2. **EFFECTIVE DATE AND DURATION OF CONTRACT.** This Contract shall become effective on _____. This Contract shall remain in full force and effect until _____.
- 3. **PAYMENT.** ACDWSD agrees to pay Contractor a monthly lump sum payment of _____ by the Arch Cape Domestic Water Supply District for the services and work required under this Contract.
 - 3.1. **CONTRACTOR** shall submit monthly billings for work performed from _____.
 - 3.2. ACDWSD shall pay Contractor for the amount billed within thirty (30) days after receiving Contractor's billing. ACDWSD shall not pay any amount in excess of the compensation amounts set forth above nor shall ACDWSD pay Contractor any fees or costs which ACDWSD reasonably disputes.
 - 3.3. **FAILURE TO PERFORM.** In the event that Contractor fails to perform any material obligations, ACDWSD reserves the right to give Contractor written notice of such failure. Contractor will then have thirty (30) calendar days to resolve the failure. If the failure is not resolved within thirty (30) days after notification, ACDWSD reserves the right to withhold all money that is due and payable to Contractor. Such a remedy is in addition to other remedies that might be available to ACDWSD. Moreover, ACDWSD reserves the right to terminate the contract if Contractor exceeds thirty (30) days of non-performance.

4. CHANGES. This Contract, including all exhibits attached hereto, shall not be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by both parties. The parties acknowledge and agree that this Contract may be amended to specifically provide for changes (additions or subtractions) to Contractor services that are within or directly related to the Scope of Work.
5. INDEPENDENT CONTRACTOR STATUS/CONTRACTOR WARRANTIES. Contractor shall be free from ACDWSD direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Contractor shall furnish the tools or equipment necessary for the contracted labor or services.
 - 5.1. Contractor agrees, warrants, represents and certifies that:
 - 5.1.1. Contractor is engaged as an independent Contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
 - 5.1.2. Contractor has filed federal and state income tax returns in the name of the business, for the previous year, for labor or services performed as an independent Contractor in the previous year.
 - 5.1.3. The work or services performed under this Contract shall be performed in a good and workmanlike manner and in accordance with the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time and location such services are performed.
 - 5.1.4. Contractor has the power and authority to enter into and perform this Contract and, when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
 - 5.1.5. Contractor has read, understands and agrees to be bound by each of the terms and conditions of this Contract.
 - 5.1.6. Contractor represents and warrants that Contractor is not an employee of ACDWSD is not currently employed by a government agency and, meets the specific independent Contractor standards of ORS 670.600.
6. OTHER CONTRACTORS. ACDWSD may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such additional Contractors and with any ACDWSD employees concerned with such additional or related work, and shall coordinate the performance of work under this Contract and contract documents, with such additional or related work. If such award results in additional work for Contractor beyond the scope of this agreement, ACDWSD will negotiate with Contractor for the payment of additional compensation. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by any ACDWSD employee. Contractor shall notify ACDWSD as soon as possible if work is performed by any other Contractor is interfering with or will interfere with the work to be performed by Contractor under this Agreement.

7. SUBCONTRACTORS, ASSIGNMENT; SUCCESSORS-IN-INTEREST.

- 7.1. Except as specifically authorized in the contract documents, Contractor shall not make any subcontract with any other party for furnishing any of the work and services contemplated under the contract documents or assign or transfer any interest in this Contract, without obtaining the express prior written consent of ACDWSD.
- 7.2. Contractor shall be wholly responsible for the performance of all subcontractors and for their acts, errors and omissions, and those of persons either directly or indirectly employed by Contractor, and the fact that subcontractors are subject to the approval of ACDWSD shall not affect Contractor's responsibility in this regard. In any case, this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
- 7.3. Contractor shall bind every subcontractors to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractors so that subcontractor assumes toward Contractor and toward the work all the obligations and responsibilities that the contract assumes toward ACDWSD as to the performance of the subcontractor's portion of the work.
- 7.4. Nothing contained in the Contract documents shall be construed to create any contract between ACDWSD and any subcontractor.

8. NO THIRD-PARTY BENEFICIARIES. ACDWSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

9. PAYMENT OF LABORERS; PAYMENT OF TAXES.

Contractor shall:

- 9.1.1. Make payment promptly, as due, to all persons supplying to Contractor labor and material for the prosecution of the work provided for in the contract documents;
- 9.1.2. Not permit any lien or claim to be filed or prosecuted against ACDWSD on account of any labor or material furnished; and
- 9.1.3. Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to Contractor under this Contract.
- 9.1.4. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, ACDWSD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- 9.1.5. The payment of a claim in this manner shall not relieve Contractor from obligation with respect to any unpaid claims.

9.2. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.

10. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this Contract, including, without limitation, the provisions of ORS 279B.230, B.235, and as set forth, in part, herein. Contractor further expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

10.1. Contractor shall comply with all requirements of the Americans with Disabilities Act, 42 U.S.C. sec. 12101, et seq., and all regulations implementing the Act, especially including those regulations set forth at 28 C.F.R. sec. 35.130, or any later replacement for those regulations, directly or indirectly applicable to Contractor as a result of a contract with BWD.

11. INSURANCE. Contractor shall obtain prior to beginning any work under this Contract, and shall maintain in full force and effect for the term of this Contract, at Contractor's expense, commercial general liability and automobile insurance policies for bodily injury, including death, and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. The policies shall be primary policies, issued by a company authorized to do business in the State of Oregon and providing single limit general liability coverage of \$1,000,000 and separate automobile coverage of \$1,000,000 or the limit of liability contained in ORS 30.260 to 30.300, whichever is greater. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

12. INDEMNIFICATION. Contractor shall indemnify, defend, save and hold harmless ACDWSD, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees and other expenses incident thereto, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, if such is caused in whole or in part by any act or omission by Contractor and anyone acting on Contractor's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require indemnification of ACDWSD attributable to its own negligence. Should ACDWSD be required to defend itself for any such claim before Contractor undertakes such defense, Contractor agrees to reimburse ACDWSD for such cost.

13. RECORDKEEPING. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain updated desk top procedures any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible; the districts quick books data base shall be updated monthly.

14. ACCESS TO RECORDS. Contractor agrees that ACDWSD and its authorized representatives shall have access to all books, documents, papers and records of Contractor which are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.
15. ERRORS. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to ACDWSD.
16. TERMINATION.
- 16.1. This agreement may be terminated by the District, with majority vote of the Board of Directors or the Contractor upon thirty (30) days written notice to the other party.
- 16.2. Contractor may terminate this Contract upon thirty (30) days' written notice to ACDWSD if ACDWSD fails to pay Contractor pursuant to the terms of this Contract and ACDWSD fails to cure within thirty (30) days after receipt of Contractor's notice or such longer period of cure as Contractor may specify in such notice.
- 16.3. In the event of termination or breach, each Party shall be entitled to have any remedy available to it in law or equity.
17. ATTORNEY FEES. If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney fees.
18. FUNDS AVAILABLE AND AUTHORIZED. ACDWSD has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
19. SEVERABILITY. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
20. FORCE MAJEURE. Neither ACDWSD nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, ACDWSD's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
21. WAIVER. The failure of either Party to enforce any provision of this Contract shall not constitute a waiver by that Party of that or any other provision.

The Contractor and Arch Cape Domestic Water Supply District hereby agree to all provisions of this Contract.

Arch Cape Domestic Water Supply District Contractor

By: _____ By: _____

Virginia Birkby, President
32065 East Shingle Mill Lane
Arch Cape, Oregon 97102

Date: _____ Date _____

Banking

- Maintain checkbook monthly and submit to the Board Treasurer for reconciliation.
- Deposit all revenue to bank accounts and record and manage necessary Local Government Pool and Clatsop County documentation forms.

Full Charge Bookkeeping

- Maintain QuickBooks and customer database.
- Maintain water usage data generated for the District.
- Execute quarterly billing in accordance with District policy.
- Send disconnection and reconnection notices to the District Manager who follows through on the process for delinquent or new accounts.
- Support Payroll.
- Report District payables and pay Board approved bills.
- Coordinate efforts with auditor for annual accounting review audit.
- Record, maintain, and distribute ledgers with appropriate explanatory notes to District financial statements in monthly budget versus actual financial reports to all Board members.
- Provide data hard drive backup.
- Assist the District Manager in budget preparation and distribute approved budgets to the proper authorities.

Reporting

- Comply with codes and standards.
- Fulfill federal, state, and local reporting requirements including debt service reporting.
- Provide monthly financial report to District Manager.

Supporting Water and Sanitary Boards

- Attend all regular Board and Budget meetings and hearings; record, prepare, and Distribute minutes within ten calendar days.
- Place legal notice of all Board meetings and work sessions with agendas, resolutions, Ordinances.
- Serve as Secretary of Board if elected by Board.
- Facilitate development and distribution of the board packet in accordance with the District Manager and Board Presidents.