

**RESOLUTION No. 23/24-14
City of Dayton, Oregon**

A Resolution Authorizing a Contract for Interim City Manager

WHEREAS, the current City Manager Rochelle Roaden is leaving her position on June 12, 2024 and the City is in need of an interim City Manager; and

WHEREAS, Library Director Cyndi Park is willing to temporarily serve as the Interim City Manager and to enter into a temporary employment agreement for such services.

Therefore, the City of Dayton resolves as follows:

- 1) **THAT** the City Council does hereby authorize the Mayor to sign a contract with Cyndi Park to serve as the City's interim City Manager, which contract is in substantially the same form as the attached Exhibit A.
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 3rd day of June 2024.

In Favor: Frank, Mackin, Maguire, and Sandoval-Perez

Opposed:

Absent:

Abstained:



Annette Frank, Mayor



Date Signed

ATTEST:



Rocio Vargas, City Recorder



Date of Enactment

Attachment: Exhibit A

EMPLOYMENT CONTRACT
between
THE CITY OF DAYTON, OREGON
and
CYNDI PARK

THIS EMPLOYMENT CONTRACT entered this 3 day of June, 2024 is between the CITY OF DAYTON, OREGON (CITY) and Cyndi Park (EMPLOYEE).

RECITALS

- a. CITY, acting by and through its City Council, in order to establish a professional relationship between the CITY and EMPLOYEE, enter into this Agreement which sets out the terms and conditions of the EMPLOYEE's employment by the CITY.
- b. CITY and EMPLOYEE mutually agree as follows:

SECTION I. EMPLOYMENT, DUTIES AND AUTHORITY.

- A. CITY employs EMPLOYEE as Interim City Manager and EMPLOYEE accepts this position. EMPLOYEE understands and agrees that they are for all purposes an at-will employee.
- B. The authority of EMPLOYEE, consistent with state law, the Dayton City Charter and ordinances, includes the following as set forth in Section 34 of the City Charter:
 - 1. Attend all council meetings unless excused by the mayor or council;
 - 2. Make reports and recommendations to the mayor and council about the needs of the city;
 - 3. Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits and other city decisions;
 - 4. Supervise city employees;
 - 5. Organize city departments and administrative structure;
 - 6. Prepare and administer the annual city budget;
 - 7. Administer city utilities and property;
 - 8. Encourage and support regional and intergovernmental cooperation;
 - 9. Promote cooperation among the council, staff and citizens in developing city policies and building a sense of community;
 - 10. Perform other duties as directed by the council; and
 - 11. Delegate duties but remain responsible for acts of all subordinates.
- C. The Mayor and other members of the City Council will direct concerns and communications to the administration through the Interim City Manager. EMPLOYEE will respond promptly to all inquiries from the City Council whether made individually or collectively.
- D. As set forth under Section 34(g) of the Dayton City Charter, the Interim City Manager may only appoint and remove employees with City Council approval.

SECTION II. TERM.

- A. EMPLOYEE shall be hired as a limited term, temporary employee of the City from June 13, 2024 until the date a new City Manager begins work at the City, unless otherwise terminated as set forth in Section III below. The CITY shall give EMPLOYEE 30 days written notice of the termination of this Agreement. If the EMPLOYEE is not selected as the new City Manager or does not apply for the permanent City Manager position, the EMPLOYEE will return to her position as the Library Director.
- B. Nothing in this Contract prevents, limits, or otherwise interferes with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions below.
- C. Nothing in this Contract is meant to prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the limitations below.
- D. EMPLOYEE agrees to remain in the exclusive employ of CITY during the term of this Contract.

SECTION III. TERMINATION AND SEVERANCE.

- A. Termination Without Cause. This Contract may be terminated by either CITY or EMPLOYEE for any reason whatsoever upon giving thirty (30) calendar days written notice to the other.
- B. Termination For Cause. EMPLOYEE's employment with CITY may be terminated for cause immediately in the sole discretion of the City Council upon the occurrence of any of the following events:
 - 1. EMPLOYEE fails or refuses to comply with the written policies, standards, and regulations of CITY now in existence or that may be established hereafter by the City Council;
 - 2. CITY has reasonable cause to believe EMPLOYEE has committed fraud, misappropriated CITY funds, goods or services to either their own or some other private benefit;
 - 3. The City Council believes EMPLOYEE has committed (either by omission or commission) any misconduct which the Council reasonably believes is detrimental to the CITY or its interests; or
 - 4. EMPLOYEE fails to faithfully or diligently perform their duties as City Manager.

Termination for cause under this Section III(B) will also result in termination from EMPLOYEE's position as the Library Director.

- C. Termination Not For Cause. In the event EMPLOYEE is involuntarily terminated by the CITY before the expiration of this Contract (albeit EMPLOYEE is willing and able to perform those duties) for reasons other than those set out in Section III(B), then in that event EMPLOYEE shall be entitled to and CITY agrees to pay a severance consistent with the following schedule less any applicable withholdings as required by law:
 - o If terminated anytime during the Term of this Contract, a sum equal to the value of two months' severance.
 - o Payment of the above severance shall be made in one lump sum subject to all necessary withholding.
 - o It is also understood that if the City terminates this Agreement under this Section III (C) with payment of a severance, that EMPLOYEE will also no longer be employed as the City's Library Director.
- D. If CITY reduces the salary or other financial benefits of EMPLOYEE in greater percentage than applicable to all unclassified employees of CITY, or if EMPLOYEE resigns at the request of the City

Council (for reasons other than those set out in subsection III(B)), EMPLOYEE may deem this Contract involuntarily terminated without cause and become entitled to the severance payment consistent with subsection (C) of this section.

- E. If EMPLOYEE voluntarily resigns their position with CITY before expiration of this Contract, then EMPLOYEE must give CITY at least thirty (30) calendar days written notice in advance, and EMPLOYEE must be available to perform services for that period. The City Council, however, has the discretion to decide whether EMPLOYEE will continue in the position during the notice period.

SECTION IV. SALARY, BONUS PAYMENT, VACATION, ADMINISTRATIVE AND SICK LEAVE

- A. Base Salary. Commencing June 13, 2024, CITY agrees to pay EMPLOYEE an annual base salary of \$90,000 payable in installments at the same time that the other Department Heads of CITY are paid. If CITY Department Heads receive Cost of Living Adjustments (COLA) to their salaries, EMPLOYEE is entitled to COLA adjustments at the same rate.
- B. Paid Vacation Leave. EMPLOYEE will accrue paid vacation at the rate established for other similarly situated City employees consistent with the provisions of CITY's most current Personnel Policies/Handbook.
- C. Paid Management Leave. EMPLOYEE will receive eight (8) hours paid management leave every month on the same schedule the EMPLOYEE currently receives management leave and consistent with other Department Heads. Management leave will not carryover at the end of each fiscal year. No payment will be made by CITY to EMPLOYEE for any management leave upon termination of employment.
- D. Holidays. EMPLOYEE will receive the same holiday benefits established for other Department Heads City employees consistent with the provisions of CITY's most current Personnel Policies/Handbook.
- E. Sick Leave. EMPLOYEE will accrue paid sick leave at the rate of eight (8) hours per month. No payment will be made by CITY to EMPLOYEE for any sick leave upon termination of employment.

SECTION V. RETIREMENT, HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS.

- A. Retirement. CITY will pay both the employer and employee contributions into the Oregon Public Employees Retirement System (PERS) at the same percentage of salary contributed for CITY's other Department Heads.
- B. Health Insurance. CITY will provide coverage and make required premium payments for EMPLOYEE and dependents for comprehensive medical, dental and vision plans consistent with that paid for CITY Department Heads.

SECTION VI. PROFESSIONAL DEVELOPMENT AND EXPENSE.

- A. CITY encourages the professional growth and development of EMPLOYEE and encourages participation, as they deem appropriate, in professional associations, short courses, seminars and conferences, including membership in the Oregon City County Management Association (OCCMA) and the League of Oregon Cities (LOC). CITY expects EMPLOYEE to attend the LOC Annual Conference. EMPLOYEE may attend the ICMA Northwest Regional Conference and OCCMA Summer Conference as long as the Council approves the funds in the CITY's budget. The CITY will

permit a reasonable amount of time for EMPLOYEE to attend, and CITY will pay for the direct costs necessary for travel, subsistence and registration subject to reasonable availability of funds and as approved in the annual budget.

- B. CITY acknowledges the value of having EMPLOYEE participate and be directly involved in local civic clubs or organizations as approved by Council. Accordingly, CITY shall pay for the reasonable membership fees and/or dues to enable EMPLOYEE to become an active member in local civic clubs or organizations.

SECTION VII. AUTOMOBILE AND CELL PHONE.

- A. If EMPLOYEE uses their personal vehicle on CITY business, CITY will pay monthly vehicle expense reimbursement at the current IRS auto allowance rate.
- B. CITY will provide a cell phone with a City-paid plan consistent with that paid for CITY Department Heads or EMPLOYEE may choose to receive a monthly cell phone stipend of \$50 toward a personal phone and plan.

SECTION VIII. GOAL-SETTING AND PERFORMANCE EVALUATION.

The Mayor and City Council (collectively Council) will periodically identify concerns to EMPLOYEE either by informal discussions with EMPLOYEE or more formally. In the event the CITY does a formal review of EMPLOYEE, this process, at a minimum, shall include the opportunity for CITY and EMPLOYEE to:

- (1) prepare a written evaluation;
- (2) meet and discuss the evaluation; and
- (3) present a written summary of the evaluation results.

The final written evaluation should be completed and delivered to EMPLOYEE within thirty (30) days of the evaluation meeting. These annual evaluations will be in Executive Session consistent with the Oregon Public Meetings Law.


SECTION VI. GENERAL PROVISIONS.

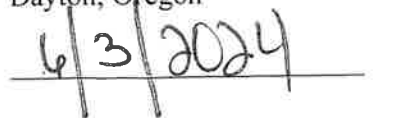
- A. Professional Liability. CITY will defend, hold harmless and indemnify EMPLOYEE from any and all demands, claims, suits, actions and legal proceedings brought against EMPLOYEE in their individual capacity, or in their official capacity as agent and employee of CITY, consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- B. Nothing restricts the ability of CITY and EMPLOYEE to amend or adjust the terms of this Contract. However, no amendment or adjustment will be valid unless in writing and signed by both CITY and EMPLOYEE. EMPLOYEE reserves the right to discuss the terms of this Contract with the City Council in either closed Executive Session or open Regular Session as state law allows.
- C. Bonding. CITY shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.
- D. Mediation. Should any dispute arise between CITY and EMPLOYEE regarding the terms of this Contract, the parties shall first discuss the matter informally and if not resolved during those discussions, the dispute shall be submitted to a mediator prior to any arbitration thereon. Mediation

must be commenced within thirty (30) days of the act or event giving rise to the dispute. The parties will exercise good faith to select a mediator who will be compensated equally by both parties. Mediation will be conducted in Yamhill County unless both parties agree otherwise. Both parties will exercise good-faith efforts to resolve disputes covered by this section through this mediation process. If either party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator will be appointed by the presiding judge of the Yamhill County Circuit Court upon request of either party.


- E. Arbitration. If either EMPLOYEE or CITY have a dispute(s) concerning the terms of this Agreement, the terms and conditions of the employment relationship or any federal, state or local law relating to the employment relationship (and not resolved through the mandatory mediation in subsection (E) above), then the dispute(s) shall be resolved by binding arbitration and not otherwise using arbitration in accordance with the then-effective arbitration rules of the Arbitration Service of Portland, Inc. (ASP). A Statement of Claim must be filed by either CITY or EMPLOYEE (consistent with the then-effective ASP rules) not later than ninety (90) days after conclusion of the mediation. Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. EMPLOYEE and CITY will bear equally the expense of the arbitrator and all other expenses of conducting the arbitration, and each party will pay and be responsible for its own expenses for witnesses, depositions and attorneys.
- F. Integration. This Agreement contains the entire Contract between the parties and supersedes all prior written or oral discussions or Contracts.
- G. Severability. If any provision of this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract is severable, not affected, and remains in effect.


IN WITNESS WHEREOF, the Mayor signs this Contract on behalf of the CITY OF DAYTON, OREGON, and Cyndi Park signs this Contract on their own behalf. Two (2) original copies will be executed with one (1) original being retained by each party.



Annette Frank
Mayor
Dayton, Oregon


Date



Cyndi Park
Employee


Date

