



Contract Agreement:

Between:

<p>City of Stayton</p> <p>Contact Julia Hajduk City Manager jhajduk@staytonoregon.gov Phone: 503-769-5409 Cell: 503-932-1503</p>	<p>Buchanan and Associates</p> <p>Contact Barry Buchanan. P.E. OR E-mail: Barry@BuchananAndAssociates.com Snail mail: P.O. Box 584, Salem OR, 97308 Cell Phone: +1 (360) 901-1564</p>
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This contract replaces the existing contract for Interim Public Works Director and Severance Agreement

Proposal Overview

Buchanan & Associates (B&A) respectfully submits this proposal to the City of Stayton for the provision of interim public works leadership services. B&A proposes Barry Buchanan, principal of B&A, to serve as the **Interim Public Works Director** for the City, for one year, commencing July 1, 2025, and potentially for a period of up to two years, subject to mutual agreement.

Barry Buchanan has been under contract with the City since November 2024, providing oversight and operational review of the Public Works Department. During this engagement, Mr. Buchanan has demonstrated the knowledge, leadership, and technical capacity critical for managing the department and preparing the City for long-term staffing solutions. This proposal outlines the scope, terms, compensation, and mutual responsibilities of the engagement.

Scope of Work

Barry Buchanan, acting on behalf of B&A, will fulfill the responsibilities of the Interim Public Works Director, including but not limited to:

1. Strategic Leadership

- o Establish departmental goals and performance standards.



- Plan and implement programs, policies, and procedures based on current needs and future projections.
- Develop and oversee long-range operational and capital plans, and improvement strategies.
- 2. Budget and Financial Management**
 - Coordinate, prepare and manage the department's operating and capital budgets.
 - Oversee expenditures, procurement, and grant applications.
- 3. Personnel Oversight**
 - Supervise, evaluate, and support public works staff.
 - Lead recruitment efforts for a permanent City Engineer, Asset Manager, and ultimately, a permanent Public Works Director.
 - Ensure adequate training and professional development of all Public Works staff.
- 4. Project Management and Engineering Oversight**
 - Administer public works contracts and projects from scope development through closeout.
 - Coordinate the review of engineering designs, specifications, cost estimates, and bid documents.
 - Coordinate with consultants and contractors to ensure delivery and compliance.
- 5. Public & Council Engagement**
 - Attend organizational and public meetings as appropriate.
 - Communicate effectively with elected officials, stakeholders, and residents.
 - Respond to and resolve public inquiries and service concerns associated with public works.
- 6. Compliance & Administration**
 - Enforce applicable City policies, safety standards, and relevant state and federal regulations.
 - Maintain professional standards of ethics and accountability in all departmental operations.
- 7. Specific Issues:**
 - Lead the City's efforts to resolve and/or mitigate the proposed USACE Detroit Deep Drawdown actions.
 - Lead the City's effort to resolve and/or mitigate issues associated with cyanobacteria in the raw water supply.
 - Lead the City in efforts to resolve wastewater and potable water CapEx and OpEx issues.
 - Lead the City in efforts to implement a culture aligned to *Infrastructure Asset Management*.



Term of Engagement

1. **Start Date:** July 1, 2025.
2. **Initial Term:** One (1) year.
3. **Extension Option:** Up to one (1) additional year, upon mutual agreement on a month-to-month basis.

Compensation and Benefits

- **Annual Compensation:**
 - **July 2025 – June 2026:** B&A will be paid equal monthly portions of the fully budgeted salary and benefits for the Public Works Director, grade 160, level 7.
 - **Monthly Equivalent:** Approximately \$17,920
 - A “true-up” will be provided on the first bill after contract authorization is granted to pay the difference between previous payment and the new monthly equivalent since July 1, 2025.
 - **If extended to July 2026-June 2027:** B&A will be paid equal monthly portions of the loaded salary for the Public Works Director, grade 160, level 10.
 - **Monthly Equivalent:** Approximately \$19,350, which includes COLA
- **Contracted hours:** minimum of 1,000 over 12-month period (July 1st 2025-June 30th 2026, July 1st 2026 – June 30th 2027). Any hours over 2080 hours in the 12-month period will be charged at B&A’s consultant rate of \$237 per hour. Any overage above 2080 hour in each period shall only be performed and paid for by mutual written agreement
- **Extraordinary expenses:** Authorized extraordinary expenses will be charged at cost.
- **Mileage:** Mileage will be charged at the going federal market rate. Including mileage from B&A’s office to and from the City.
- **Technology & Equipment:**
 - City-issued laptop in accordance with policy
 - City issued required safety equipment and uniforms
 - B&A shall provide an appropriate cell phone
- **Training:** City will enable/provide training/continued education associated with duties

Additional Terms

- **Professional Flexibility:**
 - Recognizing ongoing external consulting commitments, the City acknowledges that Mr. Buchanan may not be in the office on a continuous basis. Scheduling will be coordinated to avoid operational disruptions.
 - Flexible work hours are permitted to meet the demands of the position.



Termination Provisions

- 1. **By the City:** With cause, immediately upon written notice. Without cause, 30 days written notice
- 2. **By B&A:** Voluntary resignation requires 30 days' notice.
- 3. **Due to Incapacity:** Upon exhaustion consistent with applicable law, the agreement may be suspended or terminated.

General Provisions

1. Indemnification:

The City agrees to indemnify and defend B&A and Barry Buchanan, in his official capacity, pursuant to the Oregon Tort Claims Act (ORS 30.260 to 30.300).

2. Dispute Resolution:

Disputes shall first be submitted to mediation in the Portland metropolitan area. If unresolved, matters will proceed to binding arbitration under the rules of Arbitration Services of Portland, Inc. (ASP), with costs shared equally.

3. Amendments:

Modifications must be in writing and mutually agreed upon by B&A and the City Manager.

4. Severability & Integration:

This proposal, once accepted, constitutes the entire agreement and supersedes all prior understandings related to this engagement.

Signatures:

City Manager: _____

Date: _____

Consultant: _____

Date: _____



RESOLUTION NO. 26-002
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED PROFESSIONAL SERVICES CONTRACT WITH BARRY BUCHANAN OF BUCHANAN AND ASSOCIATES FOR INTERIM PUBLIC WORKS DIRECTOR SERVICES

WHEREAS, the City of Stayton has engaged Barry Buchanan of Buchanan and Associates to provide Interim Public Works Director services; and

WHEREAS, the parties seek to amend the existing contract to clarify compensation terms so they align with the City's adopted budget and the original intent of the agreement; and

WHEREAS, the amended contract does not expand the scope of work and remains within budgeted amounts; and

WHEREAS, approval of the amended contract exceeds the City Manager's contracting authority and therefore requires City Council approval.

NOW THEREFORE, THE CITY OF STAYTON RESOLVES:

SECTION 1. The City Manager is authorized to execute the amended contract, substantially in the form presented, including any minor administrative changes that do not materially alter the agreement.

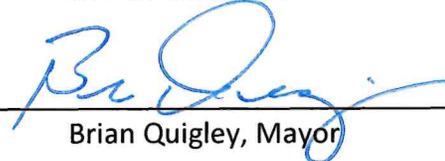
This Resolution shall become effective upon its adoption by the Stayton City Council.

ADOPTED BY THE STAYTON CITY COUNCIL THIS 2nd DAY OF FEBRUARY 2026.

Signed: 2-2, 2026

BY:

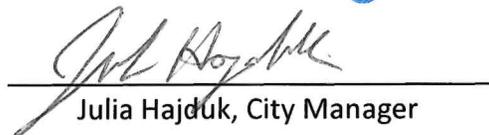
CITY OF STAYTON



Brian Quigley, Mayor

Signed: 2-2, 2026

ATTEST:



Julia Hajduk, City Manager