



**CITY OF WASHOUGAL  
CITY COUNCIL WORKSHOP AGENDA  
Monday, July 22, 2024  
5:00 PM**

**MEETING INFORMATION**

Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/86033771178>

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PUBLIC COMMENTS**

**IV. NEW BUSINESS**

- A. City Manager's Office: Arts Commission Funding Recommendation for the Two Rivers Heritage on the Campanili Project**
- B. Public Works: Stormwater Partners Interlocal Agreement**
- C. Human Resources: Memorandum of Understanding (MOU) with AFSCME Local 307W regarding Limited-Term Maintenance Worker**

**V. REPORTS AND COMMUNICATIONS**

- A. CITY MANAGER**
- B. MAYOR**
- C. CITY COUNCIL**

**VI. ADJOURNMENT**

**UPCOMING MEETINGS: Monday, August 12, 2024 - Workshop at 5:00 pm and Council at 7:00 pm**

**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**FOR AGENDA OF:**

7/22/2024

**SUBJECT:**

**MEETING INFORMATION**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86033771178>

**DEPT. OF ORIGIN:**

Administration

**REVIEWED AT:**

**TO BE RETURNED TO COUNCIL:**

No

---

**EXPENDITURE REQUIRED:**

**BUDGETED:**

**APPROPRIATION REQUIRED:**

---

**SUMMARY STATEMENT**

**RECOMMENDED ACTION**

**Workshop Coversheet**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**FOR AGENDA OF:**

7/22/2024

**SUBJECT:**

Arts Commission Funding Recommendation for the Two Rivers Heritage on the Campanili Project

**DEPT. OF ORIGIN:**

Administration

**REVIEWED AT:**

**TO BE RETURNED TO COUNCIL:**

Yes

**ATTACHMENTS:**

- ▯ **CMO Arts Commission Funding Request July 22 2024.pdf**
- ▯ **Washougal\_Arts\_Commission\_Funding\_Request\_For Sharon Agnor..pdf**
- ▯ **Two Rivers Heritage Sculpture Project Description.pdf**
- ▯ **Sharon Agnor Final Proposal for Campanile.pdf**
- ▯ **Two Rivers Heritage Sculpture Sharon Agnor Contract.pdf**

---

**EXPENDITURE REQUIRED:**

**BUDGETED:**

**APPROPRIATION REQUIRED:**

---

**SUMMARY STATEMENT**

**RECOMMENDED ACTION**

This item is on this evenings council consent agenda.

# City Manager's Office Arts Commission

July 22, 2024| Presented by Daniel Layer for Rose Jewell



**City of Washougal**

# What We'll Cover

☐ Background

☐ Budget

☐ Project

☐ Next Steps



# Background

- ❑ Council adopted Ordinance 1843 in May of 2018 creating an Arts Commission.
- ❑ The commission is an advisory body to the city council on issues relating to artwork and artistic endeavors in the city.
- ❑ Council funds the Arts Commission in the amount of \$5,000 per year which is carried year over year.



# Budget

| Account               | Name                                 |  | Balance             |
|-----------------------|--------------------------------------|--|---------------------|
| Fund: 355             | ART PROJECT FUND                     |  | \$ 24,284.37        |
| Total Expense         | Hamllik Park Restroom Mural          |  | \$ (2,000.00)       |
|                       | Current Fund Balance                 |  | \$ 22,284.37        |
| Expected encumbrance  | Washougal Song Festival 2024         |  | \$ (2,000.00)       |
| Requested encumbrance | Two Rivers Heritage on the Campanili |  | \$ (10,000.00)      |
|                       | Unencumbered Fund Balance            |  | <b>\$ 10,284.37</b> |

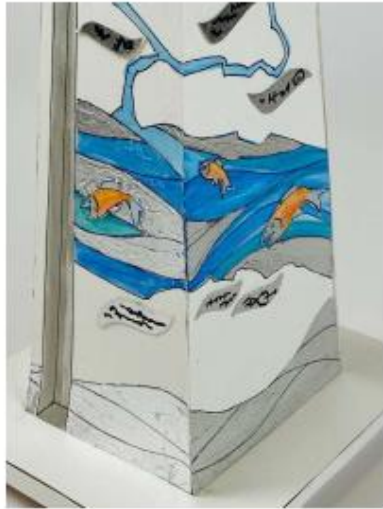
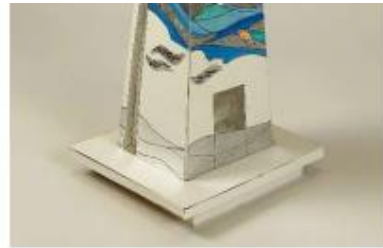


# Project

- ❑ The Washougal Arts and Culture Alliance (WACA) submitted an application to the Arts Commission requesting support for the Two Rivers Heritage Sculpture on the Campanili Project.
- ❑ Total project cost is \$79,000, which includes design, development, and installation.
- ❑ The Arts Commission, at its July 12, 2024, voted to forward the application to council with a recommendation of approval in the amount of \$10,000.
- ❑ These funds will be added to WACA's \$13,700 contribution to complete the 30% downpayment required by the artist, Sharon Agnor.
- ❑ WACA and the city will sign a separate agreement for the project.
- ❑ The application material is attached to the workshop packet for your reference.



# Two Rivers Heritage on the Campanile



# Next steps:

- Tonight's Consent Agenda 7/22/2024
- Questions?  
Councilmembers Coston and Wagner can answer questions about the project.
- Next Arts Commission Meeting: 8/9/2024 at 4 pm



## **ARTS COMMISSION FUNDING APPLICATION**

For requested document attachments to this form, please attach .docx or .pdf files  
For media attachments, please attach .zip files

Type of Organization:

☒ 501(c)3 ( ) non-profit fiscal-sponsorship project ( ) individual ( ) commercial business

Project Manager Resume, Bio, and/or URL to this information:  
(provide URL or attach pdf if needed)

[Washougal Arts and Culture Alliance](#) [WashougalArts.org](http://WashougalArts.org)

---

Organization Mission and History, and/or URL to this information:  
(provide URL or attach pdf if needed)

[The mission of the Washougal Arts and Cultural Alliance \(WACA\) is to foster a thriving local art scene that enhances a strong sense of place and community. The Alliance works in collaboration with artists, teachers, businesses, government agencies, and other community organizations to support and promote regional artists, increase opportunities for youth participation in the arts, and enhance exposure to the arts for Washougal residents and visitors to the area. WashougalArts.org/about](#)

Project Name:

[Two Rivers Heritage Sculpture on the Campanile](#)

---

Type of Project:

- ☒ Permanent public artwork  
☐ Temporary public artwork  
☐ Arts fair or festival  
☐ Performing arts event  
☐ Arts education  
☐ Other (specify): \_\_\_\_\_

Brief Description of Project:

[The surface and location of the Campanile lends itself artwork with a motif of water. It rests on the location of the original well in Washougal. The waves of water serve as a beautiful surface for telling the amazing story of Washougal. Accent elements of glass and hand painting add to the unique surface treatment.](#)

Date/Time of Project Start:

[Sharon has already started planning, talking with knowledgeable people about the historical elements, and creating an enhance maquette to aid with fundraising. Once contract is signed; after City funding of \\$10,000 and WACA funding of \\$13,700 as a downpayment, the work will begin in earnest.](#)

Date/Time of Project Completion:

[September 30, 2025](#)

---

Project Budget (including all expenses, and other revenue sources):  
(attach pdf)

Requested Funding Amount (~~up to \$2000~~): [\\$10,000](#)

---

Describe how the requested funding amount will be spent:

The funds are part of the \$79,000 plus tax to purchase the artwork described and visualized in the attached proposal from Sharon Agnor, the chosen artist for the Campanile project.

---

Describe manager or organization past experience with projects of this kind:

WACA has worked with artists to commission several art installations in town. From the White Wing mural to Seaman the dog, to Dreaming the bear, to the mural on Bigfoot, Forever Faithful at the police station, WACA has a record of successful coordination of commissioning artwork and getting it successfully installed.

---

Describe the project's general hiring process and policies:

WACA is contracting with Sharon Agnor (contract attached).

---

Describe the project's artist selection or arts curation process and policies:

WACA put out a request for proposals in January of this year. WACA did the first sort of proposals, narrowing to two finalists. The two finalists were invited to present their proposals to WACA and the Arts Commission in person. The Arts Commission gave their feedback, WACA made the final decision the following week.

---

Describe the project's educational aspects, if applicable:

Sharon's proposal includes a selection of important events in Washougal history displayed on several waves in the design. The historical events will be selected in collaboration with Sharon and WACA members after consultation with Two Rivers Museum volunteers. These events will form a basis for education and conversation and connection to place.

---

Describe how this project benefits or serves under-represented or traditionally marginalized communities, if applicable:

Sharon has already spoken with Sam Robinson to get his input and insights on the important events in the history of this area from the perspective of the Native Americans who settled here. The history of the indigenous peoples of the area will be included in the artwork installed.

---

Describe your outreach approach and identify the groups that you will be engaging:

The installation will become a defining feature of Washougal in its central gathering plaza. It is intended to reach the entirety of the residents of Washougal as well as encouraging visitors to the area. There will be information shared via traditional media and social media and will be broadly advertised when the installation is dedicated.

---

The City of Washougal will require insurance coverage for your event or work on City property (see requirements and indemnification language on attached example Special Permit form). Describe the project's plan for obtaining insurance:

This is not an event, but an installation. We are paying 30% upfront with contingencies outlined in the contract.

---

Describe the project's need for city permits, and plan for obtaining:

We have already met with public works and Sharon has gone over the specifics of the installation method with the public works department employees. They were very comfortable with the method of installation described. Sharon will continue to work closely with us and the city as the time for installation approaches.

---

## **WACA Campanile Artwork Installation**

**Two Rivers Heritage Sculpture by Sharon Agnor**

### **Concept and Purpose**



The goal of the project is to add to the campanile structure a significant piece of public art that will create an inspiring focal point in the heart of our city. The artwork should reflect the history and culture of Washougal and capture the spirit of the city in the present and its aspirations for the future.

### **Background on the campanile tower**

The campanile tower stands as a symbol of Washougal's original 1882 town well and pump, located in the intersection of Main Street and Pendleton Way. The well symbolized progress for a growing community and became a favorite social gathering place.

In 1991, Washougal created a town square with a gazebo, popular water fountain, and a wooden platform "stage" at the intersection of Main Street and Pendleton Way. Then in the 2005 revitalization of downtown Washougal, the town square was given a modern redesign and a name change to Reflection Plaza. The Plaza's campanile tower stands symbolically to mark the location of Washougal's first town water pump, inviting a natural flow of community gathering. Today, Reflection Plaza serves as Washougal's central city venue for hosting community events.

## **Expected Impact**

We expect that stunning artwork in metal and glass on the Campanile will become a defining feature of our town, bringing both residents and visitors to the downtown area to admire the beauty of the art, to reflect on the history of this place and the role of water and two rivers in our shared history and in the evolution of our city over time. We expect a stronger connection to place and a clearer understanding of how our city fits into local and national history.

We expect that there will be delight in the beauty of the piece, conversations sparked in relation to its content, and a renewed desire to gather in this historical central gathering place.

## **Project Timeline**

- Initial RFP sent out. January 2024
- Proposals due. March 15, 2024
- WACA meets to choose two finalists. March 27, 2024
- Finalists are notified and asked to provide more detailed proposals and prepare presentations for WACA and the Arts Commission. March 28, 2024
- WACA and Arts Commission met to hear proposals from two finalists. May 10, 2024
- WACA has meeting to choose artist. May 22, 2024
- Sharon Agnor is informed that her proposal has been chosen. May 23, 2024
- Sharon Agnor, Caleb White, Molly Coston, Kathy Huntington, Ryan Baker, and Trever Munsch meet to go over Campanile installation method. June 10, 2024
- Molly brings proposal for city to fund \$10,000 of the \$23,700 downpayment for Sharon Agnor to sign the contract and proceed with securing materials needed and beginning creating the artwork. June 14, 2024
- Arts Commission meeting to consider the application for Campanile artwork by Sharon Agnor. July 12, 2024
- Tour of Two Rivers Heritage Museum with WACA members, Sharon Agnor, and Rene' Carroll to discuss and finalize which historical events are best to include in the Campanile artwork. July 19, 2024
- Arts Commission recommends funding of \$10,000 of the \$23,700 downpayment for the significant public art in our central plaza. July 22, 2024
- Contracts are signed between the City and WACA and WACA and Sharon Agnor and work on the project begins! End of July / Beginning of August 2024
- Regular communication is maintained between Sharon Agnor and WACA as fundraising begins in late August or September and continues throughout the fall and winter and into spring 2025. Sharon provides updates on progress including in person sharing and WACA provides updates on fundraising.
- Projected installation is in September of 2025. Contingencies for artist illness and/or fundraising extensions in place until December 2025.

## **Individuals the project will employ**

Sharon Agnor is who we are contracting with. She has indicated that she may call on Caleb White of Wise Innovations to help with fabrication. We are only contracted with Sharon.

## **Images/Diagrams**



## **SHARON WARMAN AGNOR**

360-798-0009

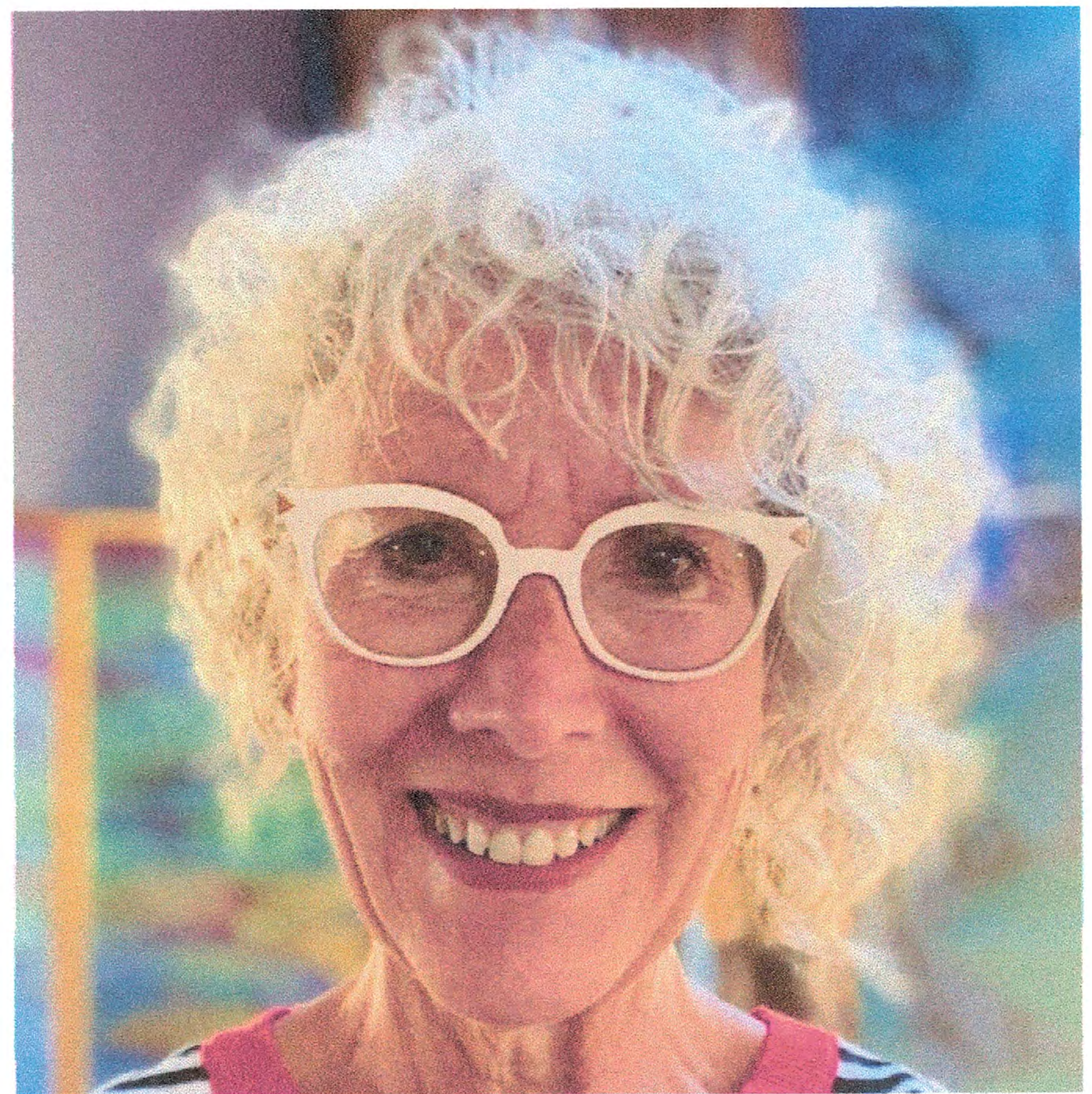
[sharonagnor@comcast.net](mailto:sharonagnor@comcast.net)

sharonagnor.com IG @agnorsharon

Sharon returned to community college at the age of 46 to learn sculptural welding. After overcoming her extreme fear of the equipment involved, she was fascinated by the changes the temperatures made in the material. Along the way she added kilnformed glass, also subject to extreme temperatures, to her artist skills.

In her public sculptures she combines these two materials in work that tells a story. Themes range from pain and endurance to beauty and creativity itself. After 15 years of illness that took Sharon offline, these narratives describe her own experience of working through the inevitable difficulties that life brings us. Choosing to move forward in a positive way is directed by her faith. Sharon believes that the creative process itself is a gift that contributes to health and healing.

She lives in Vancouver with her husband Dave. They raised three children here and have 6 grandchildren.



# **Washougal Campanile Public Art Project**

**The surface and location of the Campanile lends itself to artwork with a motif of water. It rests on the location of the original well in Washougal and sits at the meeting of the Washougal and Columbia Rivers. The waves of water serve as a beautiful surface for telling the amazing story of Washougal. Accent elements of glass and hand painting add to the unique surface treatment.**

## **Materials and Cost**

**Stainless Steel Panels (3/16")**

**Cast Glass and Automotive Enamel**

**~~\$70,000~~ plus sales tax**

*\$79,000*

*30% down*

## Historical Plaques

(12 max)

Chinook Presence 11,000 BCE Washuxwal

Fur Trading 1700's

Lewis and Clark 1806

Westward Ho 1850

Logging and Paper Mill 1883

Town Well and Pump 1882

Washougal Founded 1880

First School 1884

Dairies – Prunes - Hazelnuts

Pendleton Mill 1912

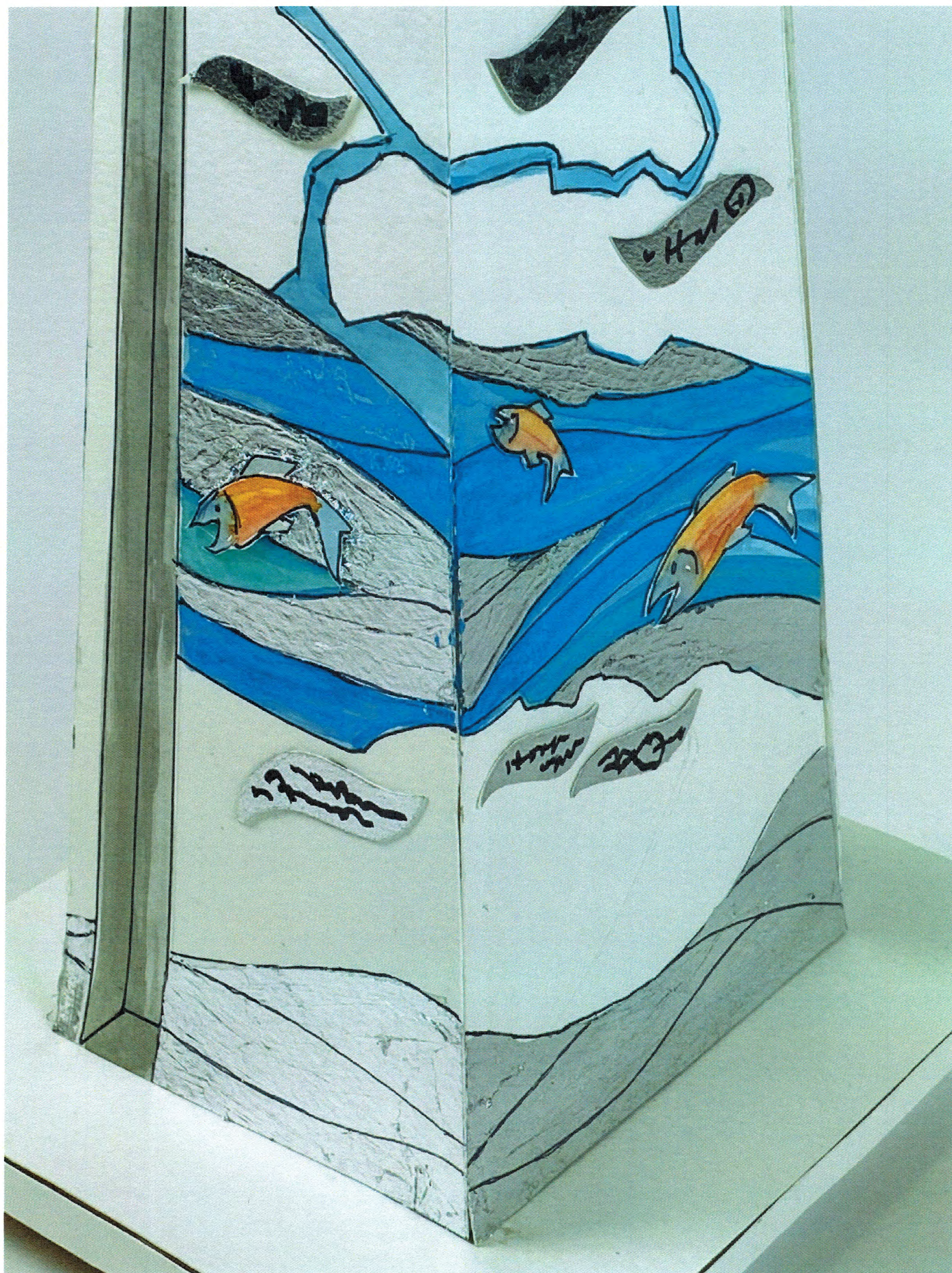
Steamboat Landing 1913

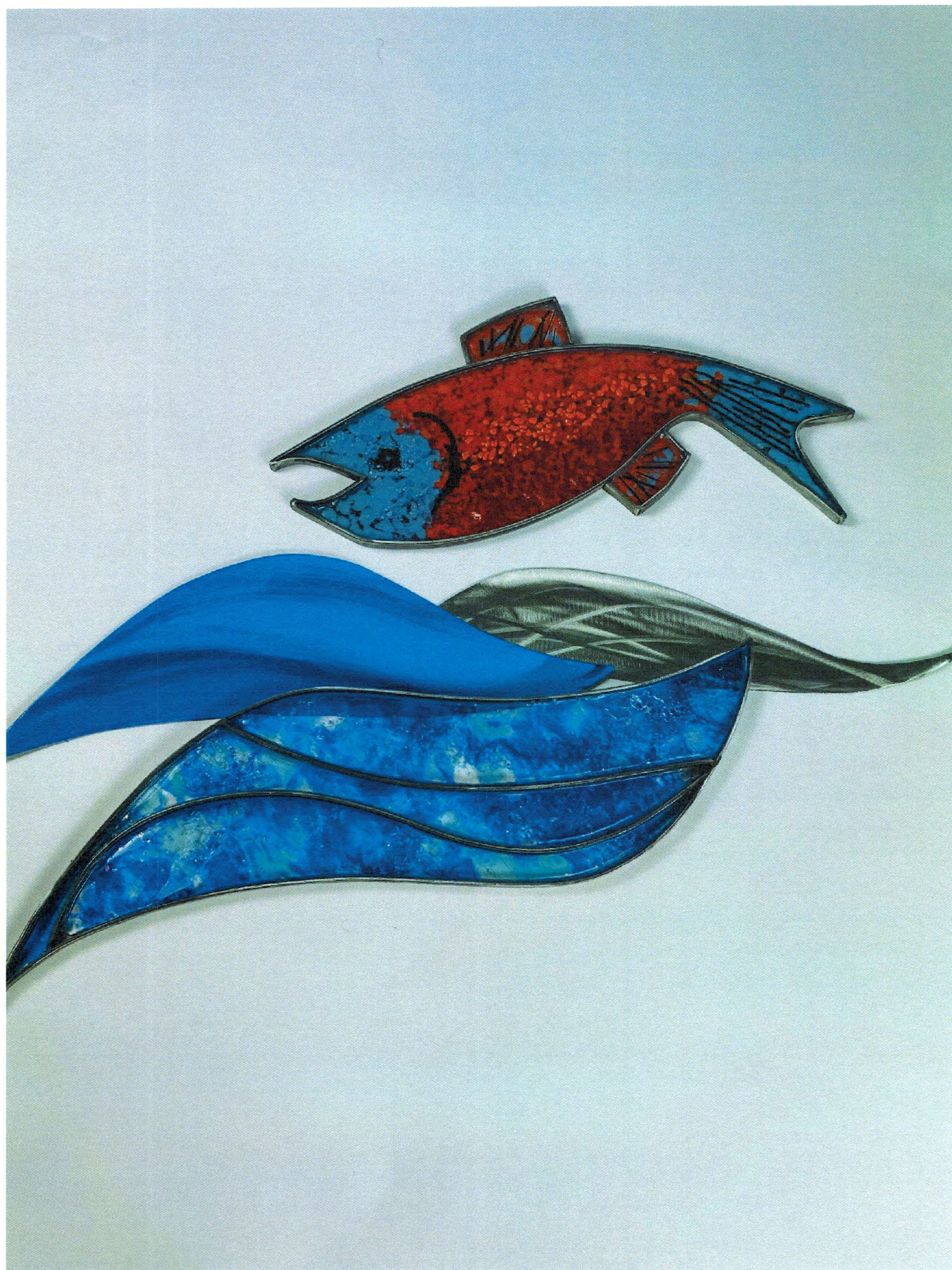
Bonneville Dam 1937

Washougal Today









# Two Rivers Heritage Sculpture

A sculpture by Sharon Warman Agnor

## Contract to Commission an Artwork

AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 between Artscape LLC (hereinafter referred to as the "Artist"), located at 10708 NE 90<sup>th</sup> Court, Vancouver WA 98662, and \_\_\_\_\_ (hereinafter referred to as the "Purchaser").

WHEREAS, the Purchaser wishes to commission the Artist to create a work of art ("the Work") in the Artist's own unique style; and WHEREAS, the parties wish to have the creation of this work of art governed by the mutual obligations, covenants, and conditions herein; NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. **Payments.** Upon the Purchaser's approval of the design, the Artist agrees to proceed with construction of the Work, and the Purchaser agrees to pay the price of \$79,000.00 for the Work as follows: 30% upon the signing of this contract. Due upon the completion and installation of the Work is 70%. The Purchaser shall also pay the applicable sales tax at the time of final payment. The Artist may use their professional judgment to deviate from the design as the Artist in good faith believes necessary to create the Work. The Purchaser shall have the right to inspect the Work in progress upon reasonable notice to the Artist.

2. **Date of Delivery.** The Artist agrees to complete the Work by September 30, 2025. This completion date shall be extended in the case of illness of the Artist that prevents progress of the Work. Artist is aware that the purchaser will be actively fundraising the remaining 70% plus tax. Purchaser will be in regular contact with the artist about fundraising progress, and installation date will be adjusted to reflect continued needs for fundraising. Purchaser shall have until December 2025 to raise the remaining funds.

3. **Shipping and Installation.** Upon completion of the Work, it shall be delivered and installed at the address specified by the Purchaser. The installation will follow engineering specifications to insure proper attachment of sculpture to existing surface.

4. **Termination.** This Agreement may be terminated on the following conditions:

(A) The Purchaser may, upon payment of an amount agreed in writing by the Artist to represent the pro rata portion of the price in relation to the degree of completion of Work, terminate this Agreement. The Artist hereby agrees to give promptly a good faith estimate of the degree of completion of the Work if requested by the Purchaser to do so.

(B) The Purchaser shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within the time specified in Paragraph 2. In the event of termination pursuant to this subparagraph, the Artist shall return to the Purchaser all payments made pursuant to Paragraph 1.

(C) The Artist shall have the right to terminate this Agreement in the event the Purchaser is more than sixty days late in making any payment due pursuant to Paragraph 2.

(D) The Purchaser shall have a right to terminate this Agreement if, pursuant to Paragraph 2, the illness of the Artist causes a delay of more than six months after the completion date, or if events beyond the Artist's control cause delays of more than one year from the completion date. However, the Artist shall retain the initial payment made pursuant to Paragraph 1.

(E) This Agreement shall automatically terminate on the death of the Artist, provided, however, that the Artist's estate shall retain initial payment made pursuant to Paragraph 1.

(F) The exercise of a right of termination under this Paragraph shall be written and set forth the grounds for termination.

5. **Ownership.** Title to the Work shall remain with the Artist until the Artist is paid in full, at which time the title of the Work will be transferred to the Purchaser. Any models of the work shall remain with the Artist. In the event of termination, this Agreement pursuant to Subparagraphs (A), (B), or (C) of Paragraph 4, the Artist shall retain all rights of ownership in the Work. In the event of termination of this Agreement pursuant to Paragraph 4 (D) or (E), the Purchaser shall own the Work in whatever degree of completion and shall have the right to complete, exhibit, and sell the Work if the Purchaser so chooses. Notwithstanding anything to the contrary herein, the Artist shall retain all rights of ownership and have returned to the Artist the preliminary design, all incidental works made in the creation of the Work, and all copies and reproductions thereof and of the Work itself, provided, however, that in the event of termination pursuant to Paragraph 4 (D) or (E) the Purchaser shall have a right to keep copies of the preliminary design for the sole purpose of completing the Work.

6. **Artistic Collaboration and Credit.** The name of the Artist shall appear on the Work, and the Artist shall also receive creative credit in connection with the Work or any reproductions of the Work. Subject content of Historical plaques will be a collaboration between WACA and the Artist.

7. **Non-Destruction, Alteration, and Maintenance.** The Purchaser agrees that the Purchaser will not intentionally alter, modify, or change the Work in any way whatsoever. If any alteration of any kind occurs after receipt by the Purchaser, whether intentional or accidental and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Artist without the Artist's written consent. The Purchaser agrees to see that the Work is properly maintained.

8. **Repairs.** All repairs and restorations which are made during the lifetime of the Artist shall have the Artist's approval. To the extent practical, the Artist shall be given the opportunity to accomplish said repairs and restorations at a reasonable fee.

9. **Heirs and Assigns.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Artist and the Purchaser shall include their heirs, successors, assigns, and personal representatives.

10. **Integration.** This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.

11. **Waivers.** A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

12. **Notices and Changes of Address.** All notices shall be sent to the Artist at the following address: 10708 NE 90<sup>th</sup> Court, Vancouver WA 98662 and to the Purchaser at the following address:\_\_\_\_\_.

Each party shall give written notification of any change of address prior to the date of said change.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Artist\_\_\_\_\_ Purchaser\_\_\_\_\_

**Workshop Coversheet**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**FOR AGENDA OF:**

7/22/2024

**SUBJECT:**

Stormwater Partners of SW Washington Interlocal Agreement

**DEPT. OF ORIGIN:**

Public Works

**REVIEWED AT:**

**TO BE RETURNED TO COUNCIL:**

Yes

**ATTACHMENTS:**

- ▢ **Stormwater ILA Presentation**
- ▢ **Stormwater Interlocal Agreement**

---

**EXPENDITURE REQUIRED:**

\$20,000 Capacity Grant  
Project

**BUDGETED:**

**APPROPRIATION REQUIRED:**

\$20,000

---

**SUMMARY STATEMENT**

Stormwater Partners of SW Washington is a regional education and outreach partnership formed in 2009 to provide neighborhoods and businesses with technical assistance and guidance on private stormwater facility maintenance and behaviors to protect stream health. The ILA will provide a mechanism for the partners to efficiently collaborate on projects and campaigns to help meet Municipal Stormwater Permit Education & Outreach requirements.

**RECOMMENDED ACTION**

City Council to authorize the City Manager to sign the Stormwater Partners of Southwest Washington Interlocal Agreement.

# Interlocal Agreement

## Stormwater Partners of SW Washington

Presentation to City Council  
July 22, 2024 | Presented by Scott Collins

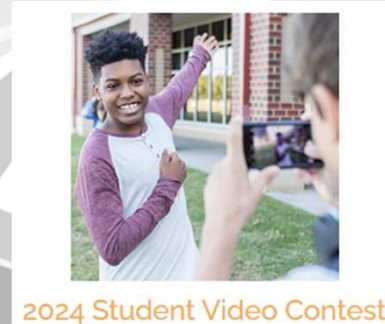


**City of Washougal**

*Our mission is to foster community awareness and positive changes in stormwater.*

# Background

- Stormwater Partners of SW Washington is an existing regional stormwater education and outreach partnership that was originally formed in 2009.
- The partnership has helped permittees:
  - Meet education and outreach requirements of the Western Washington Municipal Stormwater Permit (Permit)
  - Collectively pursue stormwater E&O grant funds
  - Create high quality and consistent resources, messaging, and programing at a regional scale



# Stormwater Partners:

- City of Washougal
- City of Camas
- City of Battle Ground
- City of Vancouver
- City of Ridgefield
- Clark County



CLARK COUNTY WASHINGTON  
PUBLIC WORKS  
CLEAN WATER



THE CITY OF  
*Battle Ground*  
WASHINGTON



CITY OF  
**Vancouver**  
WASHINGTON



City of Washougal

# Intent of ILA

- The Stormwater Partners ILA seeks to provide a mechanism for the partners to more efficiently and effectively collaborate on projects and campaigns to meet Permit E&O requirements.



# Annual Cost

| Parties               | Max Contribution |
|-----------------------|------------------|
| City of Washougal     | \$20,000         |
| City of Battle Ground | \$20,000         |
| City of Ridgefield    | \$20,000         |
| City of Camas         | \$20,000         |
| City of Vancouver     | \$20,000         |
| Clark County          | \$20,000         |
| <b>Total</b>          | <b>\$120,000</b> |

- 2024 Contribution will be funded by leftover 2023-25 Capacity grant funds.
- Contribution for future years will be embedded in the Stormwater E&O budget.



# Workplan

- The term of this Agreement shall commence upon execution of this Agreement by all parties and extend until June 30, 2029
- Annual workplan will be created and approved by each partner on August 30 of each year
- Stormwater Partners will collectively produce an annual report summarizing accomplishments of the workplan by February 15 of each year



# Next Steps

- Staff would recommend that the City Council authorize the City Manager to sign the Stormwater Partners of Southwest Washington Interlocal Agreement with a maximum annual cost of **\$20,000.00**
- This item will be on the August 12, 2024, council consent agenda as an action item.



# Thank you and any questions!!



City of Washougal

**INTERLOCAL AGREEMENT**  
**COLLABORATION OF STORMWATER PARTNERS OF SOUTHWEST**

**WASHINGTON**

**Between**

**CLARK COUNTY**

**And**

**THE CITY OF BATTLE GROUND**

**And**

**THE CITY OF CAMAS**

**And**

**THE CITY OF RIDGEFIELD**

**And**

**THE CITY OF VANCOUVER**

**And**

**THE CITY OF WASHOUGAL**

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”) between Clark County (“County”), a municipal corporation of the State of Washington, the City of Battle Ground (“Battle Ground”), the City of Camas (“Camas”), the City of Ridgefield (“Ridgefield”), the City of Vancouver (“Vancouver”) and the City of Washougal (“Washougal”), all of which are municipal corporations of the State of Washington. Battle Ground, Camas, Ridgefield, Vancouver, and Washougal are collectively referred to as “Cities”. All entities above may be collectively referred to as “Parties” and each individual entity may be referred to as a “Party”.

## RECITALS

Clark County is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

The Cities are, or may become, Permittees under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits".

The Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) allow for education and outreach program requirements ("E & O requirements") to be met as a member of a regional group. The Parties participate in a regional group, Stormwater Partners of Southwest Washington ("Stormwater Partners").

The Parties are required to implement an education and outreach program designed to build general awareness about methods to address and reduce stormwater runoff, effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and create stewardship opportunities that encourage community engagement in addressing the

impacts from stormwater runoff under the Phase I Permit (S5.C.11) and the Phase II Permit (S5.C.2). The Parties recognize that collaborating through Stormwater Partners to meet E & O requirements can result in more effective and consistent products that benefit from efficiencies of scale.

The objective of Stormwater Partners is to support the Parties in meeting E & O requirements in the Phase I Permit (S5.C.11) and the Phase II Permit (S5.C.2).

Pursuant to chapter 39.34, RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and obligations contained herein, including the attached Exhibits, which are incorporated herein by reference as though set forth in full at this point, the Parties agree as follows:

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT.

1.1. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2. The Parties agree that no separate legal or administrative entities are necessary to carry

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

out this Agreement.

1.3. Any real or personal property used or acquired by any Party in connection with the performance of this Agreement will remain the sole property of that Party, and no other Party shall have any interest therein.

1.4. Each Party to this Agreement shall designate an individual (an "Administrator"), which shall be designated by title or position, to oversee and administer that Party's participation in this Agreement. Each Party's initial Administrators is as follows:

**County's Initial Administrator:**

Devan Rostorfer, Clean Water Division  
Manager  
Clark County Public Works  
1300 Franklin Street  
Vancouver, WA 98660  
[devan.rostorfer@clark.wa.gov](mailto:devan.rostorfer@clark.wa.gov)

**Battle Ground's Initial Administrator:**

Mark Herceg, PE  
Battle Ground Public Works Director  
109 SW 1<sup>st</sup> St, Suite 127  
Battle Ground, WA 98604  
[mark.herceg@cityofbg.org](mailto:mark.herceg@cityofbg.org)

**Camas' Initial Administrator:**

Doug Quinn, City Administrator  
City of Camas  
616 NE 4<sup>th</sup> Ave  
Camas, WA 98607  
[dquinn@cityofcamas.us](mailto:dquinn@cityofcamas.us)

**Ridgefield's Initial Administrator:**

Chuck Green  
Ridgefield Public Works Director  
P.O. Box 608  
Ridgefield, WA 98642  
[Chuck.green@ridgefieldwa.us](mailto:Chuck.green@ridgefieldwa.us)

**Vancouver's Initial Administrator:**

Kris Olinger, P.E.  
Surface Water Engineering Program  
Manager  
City of Vancouver  
1500 SE Columbia Way  
Vancouver, WA 98661  
[Kris.olinger@cityofvancouver.us](mailto:Kris.olinger@cityofvancouver.us)

**Washougal's Initial Administrator:**

Trevor Evers  
Public Works Director  
1701 C St  
Washougal, WA 98671  
[trevor.evers@cityofwashougal.us](mailto:trevor.evers@cityofwashougal.us)

Any Party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties. The above-named Administrators are authorized to act on their respective party's behalf regarding subsequent extensions or renewals of this Agreement.

2. PURPOSE. The purpose and intent of this Agreement is for the Parties to work together efficiently and effectively to meet E & O requirements of the Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) through Stormwater Partners of Southwest Washington. This Agreement provides a mechanism for the Parties to collaborate on projects and campaigns to help meet E & O requirements.

3. MUTUAL OBLIGATIONS.

3.1. Each Party shall designate at least one representative ("Representative") from its jurisdiction to serve as a point of contact and participate in planning, coordination, and implementation of Workplan activities of Stormwater Partners.

3.2. The Parties' Representatives to Stormwater Partners will share planning, coordination and implementation roles and responsibilities as equally as possible. Each

Representative may utilize other staff within their jurisdiction to support planning, coordination, and implementation of Workplan activities as needed. Responsibilities include, but are not limited to attending meetings, keeping meeting minutes, procuring materials and/or vendors to support Workplan activities, managing contracts to perform Workplan activities, participating in other coordination groups relevant to Workplan activities and sharing information about other statewide or regional opportunities relevant to E & O requirements.

3.3. Each Party's Representatives to Stormwater Partners will be responsible for implementing Workplan activities within their jurisdiction. Parties may support implementation of Workplan activities in jurisdictions outside of their own if agreed to by those participating jurisdictions.

3.4. In order to ensure that the budgetary limitations set forth within this Agreement are not exceeded, prior to implementing any Workplan activities or incurring any shared expenses, each Party shall submit a spending request to the Lead Agency for approval. The spending request shall set forth the amount to be spent and shall describe in detail how the funds will be utilized. Parties shall not invoice any other Party for any cost or expense unless specifically approved in writing by the Lead Agency.

3.5. A Party incurring costs for website expenses and shared Workplan activities shall invoice other Parties for an equal amount representing each Party's pro-rata (based upon the number of Parties to this Agreement) share of the costs. A copy of the Lead Agency

approval shall accompany all such invoices.

3.6. The Parties shall make payment on invoices that are submitted in accordance with the terms and conditions of this Agreement by the invoicing Party within thirty (30) days following receipt of said invoice.

4. REPORTING. By February 15, of each year this Agreement is in effect, the Representatives from the County and Cities will produce a report summarizing the Workplans activities accomplished during the previous year. The report shall also list, for each Party, the total amount of costs/expenses incurred by said Party for program activities, the total amount paid by said Party to other Parties pursuant to this Agreement, and the total amount received by said Party from other Parties pursuant to this Agreement.
5. WORKPLAN DEVELOPMENT. By August 30 of each year this Agreement is in effect, the Parties shall develop a Stormwater Partners workplan (Workplan, Exhibit A) for the following 12 months that outlines activities that support E & O requirements. The Workplan will consist of activities approved by a majority of the Representatives.
6. FUNDING. Total spending outlined in each annual Stormwater Partners Workplan shall not exceed \$120,000. Each Party's net spending under this Agreement (expenses incurred directly as a result of performing shared Workplan activities; plus direct payments paid by said Party to other Parties pursuant to this Agreement; minus direct payments paid to said Party by other Parties pursuant to this Agreement) shall be equivalent to that Party's pro-rata share (based

upon the number of Parties to this Agreement) of the annual Workplan budget, up to a maximum of \$20,000.

## 7. LEAD AGENCY OBLIGATIONS.

7.1. Designate a Representative from its jurisdiction to serve as a point of contact and participate in planning, coordination, and implementation of Workplan activities.

7.2. The County shall serve as the Lead Agency for Stormwater Partners. As such, duties of the Lead Agency include:

7.2.1. Setting monthly planning and coordination meetings at times and locations, taking into consideration the schedules of other and agreeable to all Representatives.

7.2.2. Hosting the Stormwater Partners website.

7.2.3. Maintaining planning and coordination documents, including the annual Workplan, in a central location agreed upon by Representatives.

7.2.4. Receive and, if consistent with the budget and the provisions of this Agreement, approve spending requests from each Party prior to that Party invoicing the other Parties. The Lead Agency will track the budget and provide updates at coordination meetings or upon request of any Party.

7.3. The County shall coordinate and implement Workplan activities within the unincorporated areas of Clark County.

8. **TERM.** The term of this Agreement shall commence upon execution of this Agreement by all parties hereto and extend until June 30, 2029 (the “Term”), unless extended pursuant to the terms and provisions hereof. The Parties may extend the Term of this Agreement one additional time for up to five years by unanimous written approval of the Administrators for all Parties remaining in the Agreement. Any extension or renewal of this Agreement shall be completed no later than 30 days before the expiration of the original Term.
9. **NO THIRD-PARTY BENEFICIARIES.** No liability shall attach to the Parties by reason of entering into this Agreement, except as expressly provided herein. This Agreement is executed for the benefit of the Parties and the public generally. This Agreement is not intended to, and shall not be construed as, creating any third-party beneficiary.
10. **HOLD HARMLESS/INDEMNIFICATION.** To the extent authorized by law, each Party shall indemnify, defend, and hold harmless each other Party hereto, and their respective elected and appointed officials, employees, officers, contractors and agents, from any and all claims, demands, suits at law or equity, actions, penalties, losses, costs, and damages (both to persons and/or property), if caused by the indemnifying Party’s violation of law or breach of any legal duty, provided, that if any such claim is caused by, or results from, the concurrent negligence of one or more Parties hereto, then this indemnity provision shall be valid and enforceable only to the extent of each Party’s respective allocation of negligence. The terms of this section shall survive the termination of this Agreement.
11. **NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered,

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

postage prepaid and addressed to:

To the County:

CLARK COUNTY  
PUBLIC WORKS  
PO Box 9810  
Vancouver, WA 98666-9810  
Attention: Public Works Director

To Battle Ground:

CITY OF BATTLE GROUND  
109 SW 1<sup>st</sup> St, Suite 127  
Battle Ground, WA 98604  
Attention: Public Works Director

To Camas:

CITY OF CAMAS  
616 NE 4<sup>th</sup> Ave  
Camas, WA 98607  
Attention: Public Works Director

To Ridgefield:

CITY OF RIDGEFIELD  
230 Pioneer St  
Ridgefield, WA 98642  
Attention: Public Works Director

To Vancouver:

CITY OF VANCOUVER  
PO Box 1995  
Vancouver, WA 98668  
Attention: Public Works Director

To Washougal:

CITY OF WASHOUGAL  
1701 C St  
Washougal, WA 98671  
Attention: Public Works Director

The name and address to which notices shall be directed may be changed by any Party by giving all of the other Parties prior written notice of such change.

12. WAIVER. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition nor of any subsequent breach.

13. MODIFICATIONS. Except as otherwise provided herein, any modification to this Agreement must be in writing and signed by each other Party to this Agreement. Pursuant to

section 1.4 above, each Party's Administrator is authorized to act on their respective Party's behalf regarding extensions or renewals of this Agreement.

14. TERMINATION. Any Party may terminate its participation in this Agreement by providing to the other Parties notice of proposed termination at least 90 (ninety) days prior to the proposed date of termination. Written notice is effective three days post presentation, through personal delivery, mail notice, or email notice.

15. ENTIRE AGREEMENT. This Agreement contains all agreements of the Parties with respect to the subject matter covered herein, and no prior Agreements shall be effective to the contrary.

16. AUDIT AND RECORDS. During the term of this Agreement and for a period of not less than five (5) years thereafter, all Parties shall maintain the records and accounts pertaining to the subject matter of this Agreement and shall make them available during normal business hours and as often as necessary for inspection and audit by the parties, the State of Washington, and/or federal government, and copies of all records, accounts, documents or other data pertaining to the subject matter of this Agreement shall be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even if such litigation, claim or audit continues past the five-year retention period.

17. DOCUMENT EXECUTION AND FILING. The Parties agree this Agreement shall be

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

executed using electronic signatures. Upon execution, each Party shall retain a fully executed Agreement. Each Party shall cause a copy of this Agreement to be posted on its websites pursuant to RCW 39.34.040. This fully executed Agreement shall be distributed to the designated agents of the Parties, named as follows:

Director of Public Works  
CLARK COUNTY  
PO Box 9810  
Vancouver, WA 98666-9810

Ridgefield Public Works Director  
CITY OF RIDGEFIELD  
230 Pioneer St  
Ridgefield, WA 98642

Battle Ground Public Works Director  
CITY OF BATTLE GROUND  
109 SW 1<sup>st</sup> St, Suite 127  
Battle Ground, WA 98604

Vancouver Public Works Director  
CITY OF VANCOUVER  
PO Box 1995  
Vancouver, WA 98668

Public Works Director  
CITY OF CAMAS  
616 NE 4<sup>th</sup> Ave  
Camas, WA 98607

Washougal Public Works Director  
CITY OF WASHOUGAL  
1701 C St  
Washougal, WA 98671

18. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such holding shall not affect the validity of any other part of this Agreement.

19. ASSIGNMENT/SUBCONTRACTING. No Party shall transfer or assign, in whole or in part, its respective rights or obligations under this Agreement without the prior written consent of each other Party. Consent for assignment or transfer shall not be unreasonably withheld.

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

20. INDEPENDENT CAPACITY. Employees or agents of a Party engaged in the performance of projects under this Agreement shall continue to be employees or agents of that Party and shall not be considered employees or agents of any other Party to this Agreement.

21. CHOICE OF LAW. This Agreement shall be interpreted in accordance with the laws of the State of Washington.

22. DISPUTES. Each Party's Administrator, or their designee, shall attempt in good faith to resolve all disputes regarding the terms of this Agreement. In the event the dispute is not resolved by the Parties through negotiation, a lawsuit seeking to enforce this Agreement shall be filed in the Superior Court of the State of Washington in and for Clark County. Each Party shall bear their own legal fees, costs, and expenses related to enforcing any legal rights and responsibilities under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers. This Agreement shall be effective on the date last signed below.

CLARK COUNTY

CITY OF BATTLE GROUND,  
A municipal corporation

By: \_\_\_\_\_  
Kathleen Otto, County Manager

By: \_\_\_\_\_  
Kris Swanson, Interim City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

Approved as to form only:

ANTHONY F. GOLIK  
Prosecuting Attorney

By: \_\_\_\_\_  
Kevin A. McDowell,  
Deputy Prosecuting Attorney

Attest:

By: \_\_\_\_\_  
Rebecca Messinger, Clerk to the Council

CITY OF VANCOUVER,  
A municipal corporation

By: \_\_\_\_\_  
Eric J. Holmes, City Manager

Dated: \_\_\_\_\_

Approved as to form only:

By: \_\_\_\_\_  
Jonathan Young, City Attorney

Attest:

By: \_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form only:

By: \_\_\_\_\_  
Ken Harper, City Attorney

Attest:

By: \_\_\_\_\_  
Elizabeth Halili, City Clerk

CITY OF CAMAS,  
A municipal corporation

By: \_\_\_\_\_  
Doug Quinn, City Manager

Dated: \_\_\_\_\_

Approved as to form only:

By: \_\_\_\_\_  
Shawn MacPherson, City Attorney

Attest:

By: \_\_\_\_\_  
Syndey Baker, City Clerk

Interlocal Agreement – Clark County and City of Battle Ground and City of Camas and City of Ridgefield and City of Vancouver and City of Washougal

CITY OF WASHOUGAL,  
A municipal corporation

By: \_\_\_\_\_  
David Scott, City Manager

Dated: \_\_\_\_\_

Approved as to form only:

By: \_\_\_\_\_  
Robert Zeinemann, City Attorney

Attest:

By: \_\_\_\_\_  
Daniel Layer, City Clerk

CITY OF RIDGEFIELD,  
A municipal corporation

By: \_\_\_\_\_  
Steve Stuart City Manager

Dated: \_\_\_\_\_

Approved as to form only:

By: \_\_\_\_\_  
Janean Parker, City Attorney

Attest:

By: \_\_\_\_\_  
Julie Ferriss, City Clerk

**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**FOR AGENDA OF:**

7/22/2024

**SUBJECT:**

Memorandum of Understanding (MOU) with AFSCME Local 307W regarding Limited-Term Maintenance Worker

**DEPT. OF ORIGIN:**

Human Resources

**REVIEWED AT:**

**TO BE RETURNED TO COUNCIL:**

Yes

**ATTACHMENTS:**

- ▣ **Limited-Term MW Position PW Bridge**
- ▣ **Draft MOU Limited-Term MW Position July 2024**

---

**EXPENDITURE REQUIRED:**

**BUDGETED:**

**APPROPRIATION REQUIRED:**

---

**SUMMARY STATEMENT**

Pursuant to the "Public Works Bridge," the city intends to hire one (1) employee into the Maintenance Worker I classification for a limited-term, up to a maximum duration of 2.5 years. The employee hired into the position will be characterized as "full-time, limited-term employee," as distinguished from full-time, regular (permanent) employees. Article 27-Layoff is excluded entirely and does not apply to the limited-term employee. The limited-term employee does not have layoff, bumping, notification, or recall rights, and their seniority does not provide layoff protections. The attached MOU with AFSCME 307 will implement this change. This action was budgeted in the 2024 Supplemental Budget #2 approved by Council on June 24, 2024.

**RECOMMENDED ACTION**

To approve this item through the Council consent agenda this evening.

# “Public Works (PW) Bridge” Limited-Term Maintenance Worker

7/22/2024 | Presented by Daniel Layer for Teresa Stedman



City of Washougal

1

## “Public Works (PW) Bridge”

### ➤ Background:

- As discussed previously during the 2023 Public Works Annual Report, PW needs project management support
- In addition, there are ongoing needs for enhanced maintenance of General fund facilities and assets
- Retirement of a Maintenance Worker 1



City of Washougal

2

2

## “Public Works (PW) Bridge”

- We plan to “bridge” the issues as follows:
  - Converting existing Maintenance Worker 1 to support project management (Management Analyst – currently recruiting)
  - Create two (2) Maintenance Worker positions:
    - One (1) full-time regular employee
    - One (1) full-time limited-term (2.5 years) employee
- **Estimated 2024 Cost ~ \$84,200 (\$64,200 GF, \$20,000 utilities)**
- Approved 6/24/2024 as part of the 2024 Supplemental Budget #2



3

3

## Next Steps ~ 7/22/2024 Council Meeting

- Proposed Memorandum of Understanding (MOU) with AFSCME Local 307W will implement this change to include a limited-term Maintenance Worker position
- On Council’s consent agenda, authorize the City Manager to sign the MOU with AFSCME Local 307W
- Questions?



4

4

Memorandum of Understanding (MOU)  
By and Between  
The City of Washougal and Local 307-W, WSCCCE, AFSCME  
RE: Limited-Term Maintenance Worker

**BACKGROUND**

1. The City of Washougal (the “Employer”) and Local 307-W (the “Union”) are parties to a collective bargaining agreement (“CBA”) with effective dates of January 1, 2022 through December 31, 2024.
2. The Employer intends to hire one (1) employee into the Maintenance Worker I classification for a limited-term, up to a maximum duration of 2.5 years (“limited-term employee”).
3. The Employer and the Union agree to include the limited-term employee into the bargaining unit based on the terms and conditions established below.

**AGREEMENT**

1. Unless otherwise expressly excluded or modified below, the limited-term employee will be covered by all rights, benefits, and obligations of the parties’ CBA.
2. **Article 2 – Recognition:** The employee hired into the limited-term position is characterized as “full-time, limited-term employee,” as distinguished from full-time, regular (permanent) employees. The maximum duration of employment will be established at the sole discretion of the Employer, up to a maximum of 2.5 years, subject to extension only upon mutual agreement of the Union. The Employer may terminate employment at any point prior to 2.5 years based on business needs.
3. **Article 7 – Grievance Procedure:** The limited-term employee shall have full grievance rights with respect to discipline or alleged CBA violations, but shall not have the ability to grieve the Employer’s decision to end their employment after 2.5 years of service, or at any point prior when based on business needs.
4. **Article 8 – Conduct, Discipline, and Discharge:** Should the Employer seek to discipline or terminate the limited-term employee for performance or conduct issues prior to the completion of 2.5 years (as opposed to terminating based on business needs), the Employer shall follow the standard “just cause” framework.
5. **Article 9 – Hours of Work:** Unless otherwise approved at the discretion of the Employer, the limited-term employee is expected to work a standard 40-hour 5/8 schedule.
6. **Article 10 – Overtime:** The limited-term employee will have limited overtime rights, stated as follows: Overtime will only be granted to a limited-term employee on a limited basis and only if a regular employee is not available or in case of an emergency. Should the limited-term employee be assigned or approved to work overtime, they will receive cash overtime payments and do not qualify for the accrual of compensatory time off.

7. **Article 11 – Call Back and On-Call Duty:** The limited-term employee is ineligible to perform on-call duties.
8. **Article 15 – Family and Medical Leave Act and Article 16 – Paid Family and Medical Leave:** The limited-term employee shall qualify for FMLA and PFML leave and benefits as established and provided by law. However, should a limited-term employee take such leave, any leave benefits and job protections shall cease when the Employer discontinues the employment relationship based on business needs, which can occur at any time, up to a maximum of 2.5 years.
9. **Article 19 – Military Leave:** The limited-term employees shall qualify for military leave as established and provided by law. However, should a limited-term employee take such military leave, any leave benefits and job protections shall cease when the Employer discontinues the employment relationship based on business needs, which can occur at any time up to a maximum of 2.5 years.
10. **Article 24.1 – Personnel Actions (Seniority):** The limited-term employee shall accrue seniority for the limited purpose of establishing priority for subjects such as vacation scheduling, etc. Should the Employer decide to hire the limited-term employee into a regular (permanent) role, the time spent as a limited-term employee shall apply towards their seniority.
11. **Article 24.2 (Probation):** The limited-term employee will serve a standard six (6) month probationary period, during which time their employment will be “at will,” without resource to the grievance procedure.
12. **Article 24.3 (Promotions):** The limited-term employee will be eligible for regular salary step increases but are ineligible for promotion within a job series beyond the Maintenance Worker I classification.
13. **Article 24.3.2 (Selection for Vacancies):** Should any vacancies become open, the limited-term employee is welcome to apply and will be treated as an internal applicant.
14. **Article 24.5 (Temporary Employees):** Given the expected length of employment (up to 2.5 years), the limited-term employee does not meet the CBA definition of a “temporary employee.” Regardless, the limited-term employee is governed by the following overtime restriction imposed on temporary employees: “Overtime will only be granted to a temporary employee on a limited basis and only if a regular employee is not available or in case of an emergency.”
15. **Article 27 – Layoff:** Article 27 is excluded entirely and does not apply to the limited-term employee. The limited-term employee does not have layoff, bumping, notification, or recall rights, and their seniority does not provide layoff protections. As previously stated, the maximum duration of employment for the limited-term employee will be established at the sole discretion of the Employer, up to a maximum of 2.5 years. In the event of an Employer-wide layoff, other bargaining unit employees shall not be permitted to bump the limited-term employees.
16. In the event either of the limited-term employee originally hired into the limited-term role separates or is hired into permanent positions prior to the expiration of 2.5 years, the

Employer is authorized to hire a replacement employee and follow the same terms of this MOU, with maximum limited-term employment up to 2.5 years for said employee.

17. This MOU shall expire upon separation of the last limited-term employee discussed above. This MOU shall not constitute a past practice or the *status quo* with respect to any other employee categories.

FOR THE UNION:

Date: \_\_\_\_\_

\_\_\_\_\_  
Business Representative

FOR THE CITY:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager