NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

PUBLIC NOTICE

BOARD OF COMMISSIONERS REGULAR MEETING
Location: John Vanderzicht Memorial Pool
Date & Time: Thursday, November 19, 2026, 6:00 p.m.
Online: Join Us or Scan the QR Code

1. 2027 REVENUE SOURCES AND PROPERTY TAX LEVY PUBLIC HEARING CALLED TO ORDER
2. REVENUE SOURCES AND PROPOSED PROPERTY TAX LEVY (RCW 84.55.120)
3. PUBLIC COMMENTS
4. PUBLIC HEARING CLOSED
5. REGULAR MEETING CALLED TO ORDER
6. ROLL CALL
7. PUBLIC COMMENTS
8. CONSENT AGENDA ANNOUNCEMENT
9. CONSENT AGENDA ITEMS

a. Minutes:
   i. 10.22.2026 Regular Meeting Minutes
   ii. 11.5.2026 Budget Workshop Minutes

b. Vouchers and Payroll:

i. Expense Voucher #261001001-261001008,261001010,261003001-261003013,261004001-261004002	$47,281.97
ii. Payroll	$52,054.88
iii. DOR	$2,444.17
Total	**$101,781.02**

10. STAFF REPORTS
11. UNFINISHED BUSINESS
   a. Resolution 2026-07 Adopting 2027 Budget
   b. Resolution 2026-08 Authorizing a 1% Increase in the 2027 Regular Property Tax Levy
   c. Levy Certification
12. NEW BUSINESS:
   a. Proposed Senior Discount
   b. Fee Schedule
   c. COLA and Longevity Increases
   d. Resolution 2026-09 Establishing 2027 Meeting Dates
   e. WMS Quote
   f. Seamark Invoice
   g. Resolution 2026-10 Adopting Small Works Policy and Procedures
   h. Shower Projects – Possible Bid Awards
   i. Background Check Agreement with Bchex- Background Investigation Bureau, LLC
   j. Resolution 2026-11 Reaffirming and Readopting District Bylaws
   k. Employee of the Month
13. EXECUTIVE SESSION:
14. ACTION ITEM/REVIEW:
15. FINAL BOARD COMMENTS:
16. NEXT MEETING: Thursday, December 17, 2026, @ John Vanderzicht Memorial Pool
17. ADJOURNMENT:

Public Notice of Potential Social Gathering- Public Notice of Potential Social Gathering Following regular NWPPRD Board meetings, Commissioners may gather socially at a local business. No District business will be discussed or decisions made. This notice is provided for public transparency.

1. Item: 2027 Revenue Sources and Property Tax Levy Public Hearing Called to Order
Meeting Date: 11.19.2026
Presented By: Chair
I now call to order the public hearing for the North Whidbey Pool, Park, and Recreation District's 2027 Revenue Sources and Property Tax Levy.
This public hearing is being held in accordance with RCW 84.55.120 to provide the public an opportunity to comment on the District's anticipated revenue sources for 2027, including the proposed property tax levy.

2. Item: 2027 Revenue Sources and Proposed Property Tax Levy (RCW 84.55.120)
Presented By: Chair

The District's anticipated revenue sources for 2027 include property taxes, pool and aquatics revenue, recreation program revenue, interest earnings, and other miscellaneous revenues.
The proposed 2027 budget includes a 1% increase in regular property tax revenue over the previous year's levy, as permitted by state law.
These revenues support the District's continued operations, programs, services, and maintenance of its facilities.

3. Item: Public Comment
Presented By: Chair

At this time, I would like to invite members of the public to provide comments regarding the District's proposed 2027 revenue sources and property tax levy.

Pause for public comments.

4.Item: Public Hearing Closed
Presented By: Chair

Hearing no further comments, I now declare the 2027 Revenue Sources and Property Tax Levy Public Hearing closed.

We will now proceed with the Regular Board of Commissioners' Meeting.

5.Item: Meeting Called to Order
Presented By: Chair
**This section for staff use*

This is the regular meeting of the North Whidbey Pool, Park, and Recreation District Board of Commissioners. I am calling this meeting to order at _____ a.m. or p.m.

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6. Item: Roll Call
Presented By: Chair

This section for staff use

Com. Kraner ___, Com. Larsen___, Com. Witmer___, Com. Hartmann___, Com. Guy___.

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7. Item: Public Comment
Presented By: Chair

> *"The Board of Commissioners welcomes public input on items listed on the agenda, policies, and/or issues affecting our District. The BOC takes this time to listen and consider, but not to comment. Anyone who wishes to comment please let us know. Please state your name and keep your comments to three minutes, thank you."*

8. Item: Consent Agenda Announcement
Meeting Date: 11.19.2026
Presented By: Chair

"The consent agenda is designed to assist in making the meeting shorter and more efficient. Items left on the Consent Agenda may not be discussed when the Consent Agenda comes before the Board of Commissioners. Does any Commissioner request removal of a Consent Agenda item?"

BK___ BL___ JW___ MH___ DG___

Item Removed: _____

*(**the request does not require a second or a vote by the BOC. If an item is removed, it needs to be discussed and acted on separately immediately following the consideration of the consent agenda.)*

9. Item: Consent Agenda Approval

Presented By: Chair

a. Minutes:

i. 10.22.2026 Regular Meeting Minutes

ii. 11.5.2026 Budget Workshop Minutes

b. Vouchers & Payroll

i. Expense Vouchers #s *261001001-261001008, 261001010,2601002001, 261003001-261003013, 261004001-261004002 $47,281.97*

ii. Payroll: $52,054.88

iii. DOR $2,444.17

TOTAL: $101,781.02

Recommended Motion: I move to approve the Consent Agenda as presented.

This section is for staff use

Motion _____ **2nd**_____ **Discussion:** Yes/No

Vote: Y/N/AB

BK___ BL___ JW___ MH___ DG___

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

BOARD OF COMMISSIONERS REGULAR MEETING
John Vanderzicht Memorial Pool
85 Southeast Jerome Street, Oak Harbor, WA 98277
Thursday, October 22, 2026
6:00 PM

1. **MEETING CALLED TO ORDER** at 6:00 p.m. BOC Chair Larsen.

2. **ROLL CALL:** Comms Larsen, Kraner, Witmer, Hartmann, and Guy are present.

3. **PUBLIC COMMENTS:** General comment on frequency of cleaning of locker room

4. **CONSENT AGENDA ANNOUNCEMENT** - Commissioner Hartmann removed items 5.a.ii to become 6. to discuss revisions. BoC Chair approved the revised agenda.

5. **CONSENT AGENDA ITEMS:** Commissioner Kraner moved to approve the Consent Agenda as amended. Commissioner Hartmann seconded the motion. The motion carried unanimously with no further discussion.
   a. **Minutes**
      i. Minutes from Regular Meeting 09.24.2026
   b. **Vouchers and Payroll:**

i. Expense Voucher #260803001-260803008, 260901001-260901008, 260902001-260902003	$46,761.13
ii. Payroll	$25,474.79
iii. DOR	$2,737.98
Total:	$74,973.90

6. **Minutes from Budget Workshop 10.08.2026** – Commissioner Guy moved to approve the Minutes from Budget Workshop 10.08.2026 as amended. Commissioner Hartmann seconded the motion. The motion carried unanimously with no further discussion.

7. **STAFF REPORTS:**
   a. Executive Director provided update on outreach for Halloween. NWPPRD will only be participating with Oak Harbor Main Street No Tricks Safe Treats event. John Vanderzicht Memorial Pool will be closed early to accommodate staffing necessary for the outreach.
   b. Executive Director provided additional information on the Locker Room renovation contract and waiting on the attorney for additional confirmation on the language of the documents.
   c. Executive Director provided additional information on behalf of the Recreation Coordinator on reserving facilities for recreational programs.
   d. Business Manager provided additional information on new hire staff and training status.

e. Maintenance Manager provided additional information on the scheduled power outage that impacted certain facility mechanisms and has been addressed in a timely manner.
f. Maintenance Manager provided additional information on the pump. The pump is no longer repairable and will need to be replaced. Commissioner Guy asked for clarification if the replacement was part of the budget. Executive Director provided additional clarification on capital funds to purchase the pump replacement.
g. Commissioner Larsen asked the Business Manager for clarification on page 31. Business Manager provided clarification on the changes to the budget that will be reviewed during the Budget Workshop on November 5, 2026.

8. COMMITTEE REPORTS:

a. **Budget Committee:** Business Manager provided an update on 2026 budget; pool revenue is right on track, and some expenses are a little higher than expected due to when expenses take place for certain programs. Business Manager provided additional information on progress made towards the 2027 budget.
b. **Program Committee:** No update
c. **Bylaws Committee:** Commissioner Hartmann noted that the Bylaws were last updated on 10.02.2024. Commissioner Hartmann proposed moving forward with review dated 10.22.2026 and present to the board during the November BoC meeting. Commissioner Guy moved revising the Bylaws reviews date from 10.02.2024 to 10.22.20.26. Commissioner Hartmann seconded the motion. The motion carried unanimously with no further discussion.

9. UNFINISHED BUSINESS:

a. **Combining Committee Discussion** – Commissioner Guy moved to combine the Budget Committee and Program Committee to be combined immediately. Commissioner Hartmann seconded the motion. The motion carried unanimously with no further discussion.
b. **Locker Room Update** – Executive Director provided the update during the Staff Report. Commissioner Larsen provided additional information on the resolution revisions as recommended by the attorneys to recommend increasing the preauthorization of expenses by the Executive Director to $15k without needing prior approval by the BoC.

10. NEW BUSINESS:

a. **Invoice Approvals –** Executive Director provided additional information. Commissioner Guy asked for clarification on which line item will be used to pay for the invoices. Business Manager provided clarification. Commissioner Guy moved to approve payment of Oak Harbor School District Invoice No. 1461 in amount of $615.00, Invoice No. 14162 in the amount of $112.50, and Seamark Invoice No. 1617 in the amount of $11,547.00, for a total of $12,274.50. Commissioner Hartmann seconded the motion. The motion carried unanimously with no further discussion.
b. **Employee of the Month –** Shane Castle

11. EXECUTIVE SESSION: None

12. ACTION ITEM/REVIEW:

a. Bylaws to be presented as a Resolution for BoC approval during the November Meeting.

b. Combining Committee – BoC Chair to appoint Commissioners to the Budget/Program Committee during the November BoC Meeting.
c. Commissioner Larsen requested the Business Manager to present a report in the 2027 February BoC meeting of what NWPPR is paying and what we are receiving in payment from Oak Harbor Public Schools.
d. Commissioner Kraner requested that the Employee of the Month submission information for Shane Castle be added to the October Board packet for review.

13. FINAL BOARD COMMENTS: Comms Larsen, Kraner, and Hartmann made comments.

14. NEXT MEETING: Budget Workshop on Thursday, November 5, 2026, 6:00 p.m. at John Vanderzicht Memorial Pool. Regular BoC meeting is November 19, 2026.

15. ADJOURNMENT: The meeting adjourned at 6:39 p.m. by BOC Chair Larsen.

Attest:

_____
Bill Larsen, Chair

_____
Date

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

BUDGET WORKSHOP
John Vanderzicht Memorial Pool
85 Southeast Jerome Street, Oak Harbor, WA 98277
Thursday, November 5, 2026
6:00 PM

1. **MEETING CALLED TO ORDER** at 6:02pm BOC Chair Larsen.

2. **ROLL CALL:** Commissioner Kraner, Larsen, Witmer, Hartmann, and Guy were present.

3. **2027 BUDGET PRESENTATION AND REVIEW**
   - **a.** General Fund and District Funds
   - **b.** 2027 Budgeted Revenue
   - **c.** 2027 Budgeted Expenditures
   - **d.** Personnel and Compensation
   - **e.** 2027 Capital Projects and Funding

4. **ACTION ITEM/REVIEW:** None

5. **FINAL BOARD COMMENTS:** Commissioner Larsen thanked staff for their preparation for the 2027 Budget Presentation.

6. **NEXT MEETING:** Board of Commissioner Regular Meeting on Thursday, November 19, 2026, 6:00 p.m. at John Vanderzicht Memorial Pool.

7. **ADJOURNMENT:** The meeting adjourned at 6:20pm by BOC Chair Larsen.

Attest:

_____
Bill Larsen, Chair

_____
Date

County Warrant #	*Processed:*	*Dist. Voucher #*	*Amount*
691833-691842	*10.07.2026*	*261001001-261001008, 261001010,2601002001*	*$ 14,806.36*
692981-692995	*10.28.2026*	*261003001-261003013, 261004001-261004002*	*$ 32,475.61*
			$47,281.97

Payroll, Payroll Processing Fee, L&I Transfers from M & O Account to Payroll Account of $52,054.88
Department of Revenue Transfer $ 2,444.17

Total of Voucher #s 261001001-261001008, 261001010,2601002001, 261003001-261003013, 261004001-261004002
Payroll Transfer (Including Payroll Processing Fee and L&I) & Dept. of Revenue Transfer
$101,781.02

TO: Island County Auditors

FROM: North Whidbey Pool, Park, and Recreation District, Board of Commissioners

SUBJECT: Voucher Certification / Payroll Transfer and Approval

Vouchers and Payroll Transfers audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the Board.

As of this date the Board, by a (unanimous, majority) vote, does approve review of those vouchers and Payroll Transfers included in the above list.

APPROVED November 19, 2026

_____
Brit Kraner, Commissioner

_____
Bill Larsen, Commissioner

_____
Jaemee Witmer, Commissioner

_____
Melissa Hartmann, Commissioner

_____
David Guy, Commissioner

CHECK REGISTER

North Whidbey Park & Pool District

Time: 12:01:12 Date: 11/14/2026

10/01/2026 To: 10/22/2026

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1502	10/01/2026	Claims	1	0	Airgas USA, LLC	489.46	Carbon Dioxide HT
1503	10/01/2026	Claims	1	0	Barron Heating Air Conditioning	2,093.29	Filter & Inspection per agreement
1504	10/01/2026	Claims	1	0	Canon Finacial Services Inc	157.14	Copy Machine Lease
1505	10/01/2026	Claims	1	0	Cascade Natural Gas Corp	6,591.11	Gas: Pool, Spa, Lk Rm, Lobby, Offices
1506	10/01/2026	Claims	1	0	City of Oak Harbor Utilities	2,913.68	Water: Pool, Patron, CVP
1507	10/01/2026	Claims	1	0	Colonial Life	1,422.27	Insurance Benefits
1508	10/01/2026	Claims	1	0	Diamond Site Services	250.00	Portable Toilet
1509	10/01/2026	Claims	1	0	Electronic Business Machines	129.19	Copy Machine Use
1510	10/01/2026	Claims	1	0	Springbrook Holding Company LLC		Double Entry; will re-enter single invoice.
1511	10/01/2026	Claims	1	0	Washington Alarm Inc	94.94	Alarm Monitoring
1512	10/01/2026	Claims	1	0	Springbrook Holding Company LLC	665.28	Finance Training
1514	10/15/2026	Claims	1	0	Airgas USA, LLC	9,137.35	CO2 Food Grade Micro Bulk, Cylinder Rental for HT
1515	10/15/2026	Claims	1	0	Ashley's Design	3,020.82	Employee Uniforms, VB Shirts, 5K Shirts, FB Shirts, Day Camp Shirts
1516	10/15/2026	Claims	1	0	Bay City Supply	115.97	Toilet Paper, Paper Towels
1517	10/15/2026	Claims	1	0	Cascade Natural Gas Corp	7,532.49	Gas: Pool; Spa, Lk Rm, Offices, Lobby
1518	10/15/2026	Claims	1	0	Jenna Clark	180.00	Cell Phone Reimbursement June-Sept 2026
1519	10/15/2026	Claims	1	0	Jamie Cochran	180.00	Cell Phone Reimbursement June-Sept 2026
1520	10/15/2026	Claims	1	0	Mitch Cochran	180.00	Cell Phone Reimbursement June-Sept 2026
1521	10/15/2026	Claims	1	0	Electronic Business Machines	56.79	Copy Machine Usage
1522	10/15/2026	Claims	1	0	Patron	220.00	Patron Refund Swim Lessons
1523	10/15/2026	Claims	1	0	Julie Millang	180.00	Cell Phone Reimbursement June-Sept 2026
1524	10/15/2026	Claims	1	0	Puget Sound Energy	6,022.06	Electric Bill
1525	10/15/2026	Claims	1	0	Patron	67.50	Patron Refund Swim Lessons
1526	10/15/2026	Claims	1	0	Whidbey Tech Solutions	1,320.23	IT Monthly Service Agreement
1527	10/22/2026	Claims	1	0	Colonial Life	1,422.27	Insurance Benefits
1528	10/22/2026	Claims	1	0	Visa	2,840.13	CC for J Cochran, M Cochran, J Millang

001 General Fund 47,281.97

Claims: 47,281.97

* Transaction Has Mixed Revenue And Expense Accounts 47,281.97

646 - NO WHID POOL PARK REC MAINT

Cash Balance at 9/30/2026 **671,897.09**

10/01/2026	ISLAND COUNTY T NWPP&R MAINT C	WB		0.00	45,194.05	
10/08/2026	ISLAND COUNTY T NWPP&R MAINT C	WB		0.00	17,719.98	
10/15/2026	ISLAND COUNTY T NWPP&R MAINT C	WB		0.00	7,587.86	
10/31/2026	OCT 26 PROP TAX DISTRIBUTION			0.00	559,638.40	
	Revenue Total			0.00	630,140.29	**630,140.29**
10/01/2026	ORIGINAL WATERM NO WHIDBEY POO	KY	00668251	0.00	2,276.88	
10/01/2026	PATRON NO WHIDBEY POO	KY	00664678	0.00	136.00	
10/01/2026	PATRON NO WHIDBEY POO	KY	00667971	0.00	135.00	
10/01/2026	PATRON NO WHIDBEY POO	KY	00654042	0.00	36.65	
10/01/2026	HOFFMIRE, SHANE NO WHIDBEY POO	KY	00657416	0.00	50.03	
10/01/2026	PATRON NO WHIDBEY POO	KY	00658462	0.00	115.00	
10/01/2026	WASHINGTON ALAR NO WHIDBEY POO	KY	00669380	0.00	156.71	
10/01/2026	W#654042 TFR TO UNCLAIM PROPE			36.65	0.00	
10/01/2026	W#657416 TFR TO UNCLAIM PROPER			50.03	0.00	
10/01/2026	W#664678 TRF TO UNCLAIM PROPER			136.00	0.00	
10/01/2026	W#667971 TRF TO UNCLAIM PROPER			135.00	0.00	
10/01/2026	W#658462 TRF TO UNCLAIM PROPER			115.00	0.00	
10/07/2026	CASCADE NATURAL NO WHIDBEY POO	KY	00691836	6,175.51	0.00	
10/07/2026	CASCADE NATURAL NO WHIDBEY POO	KY	00691836	415.60	0.00	
10/07/2026	CITY OF OAK HAR NO WHIDBEY POO	KY	00691837	1,141.42	0.00	
10/07/2026	CITY OF OAK HAR NO WHIDBEY POO	KY	00691837	1,686.92	0.00	
10/07/2026	CITY OF OAK HAR NO WHIDBEY POO	KY	00691837	85.34	0.00	
10/07/2026	DIAMOND RENTALS NO WHIDBEY POO	KY	00691839	250.00	0.00	
10/07/2026	CANON FINANCIAL NO WHIDBEY POO	KY	00691835	157.14	0.00	
10/07/2026	BARON HEATING & NO WHIDBEY POO	KY	00691834	2,093.29	0.00	
10/07/2026	COLONIAL LIFE & NO WHIDBEY POO	KY	00691838	1,422.27	0.00	
10/07/2026	WASHINGTON ALAR NO WHIDBEY POO	KY	00691842	94.94	0.00	
10/07/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY	00691833	489.46	0.00	
10/07/2026	ELECTRONIC BUSI NO WHIDBEY POO	KY	00691840	129.19	0.00	
10/07/2026	SPRINGBROOK HOL NO WHIDBEY POO	KY	00691841	665.28	0.00	
10/13/2026	INCORR: REV TR261009			0.00	85,929.73	
10/13/2026	NWPP&R PAYROLL			85,929.73	0.00	
10/14/2026	NWPP&R PAYROLL			22,666.01	0.00	
10/20/2026	CORR VOID V001384 CHK 00691841			0.00	665.28	
10/20/2026	SPRINGBROOK HOL NO WHIDBEY POO	KY	00692738	665.28	0.00	
10/28/2026	PATRON NO WHIDBEY POO	KY	00692990	220.00	0.00	
10/28/2026	VISA INC NO WHIDBEY POOL PARK	KY	00692994	849.12	0.00	
10/28/2026	VISA INC NO WHIDBEY POOL PARK	KY	00692994	1,261.68	0.00	
10/28/2026	VISA INC NO WHIDBEY POOL PARK	KY	00692994	729.33	0.00	
10/28/2026	PUGET SOUND ENE NO WHIDBEY POO	KY	00692992	6,022.06	0.00	
10/28/2026	PATRON NO WHIDBEY POO	KY	00692993	67.50	0.00	
10/28/2026	CASCADE NATURAL NO WHIDBEY POO	KY	00692984	7,061.47	0.00	
10/28/2026	CASCADE NATURAL NO WHIDBEY POO	KY	00692984	471.02	0.00	
10/28/2026	COCHRAN, JAMIE NO WHIDBEY POOL	KY	00692986	180.00	0.00	
10/28/2026	MILLANG, JULIE NO WHIDBEY POOL	KY	00692991	180.00	0.00	
10/28/2026	CLARK, JENNA NO WHIDBEY POOL P	KY	00692985	180.00	0.00	
10/28/2026	COCHRAN, MITCHE NO WHIDBEY POO	KY	00692987	180.00	0.00	
10/28/2026	ASHLEY'S DESIGN NO WHIDBEY POO	KY	00692982	20.30	0.00	
10/28/2026	ASHLEY'S DESIGN NO WHIDBEY POO	KY	00692982	173.63	0.00	
10/28/2026	ASHLEY'S DESIGN NO WHIDBEY POO	KY	00692982	1,064.70	0.00	
10/28/2026	ASHLEY'S DESIGN NO WHIDBEY POO	KY	00692982	879.59	0.00	

Treasurer's Report
Transactions from 10/1/2026 to 10/31/2026

646 - NO WHID POOL PARK REC MAINT

10/28/2026	ASHLEY'S DESIGN NO WHIDBEY POO	KY 00692982	882.60	0.00	
10/28/2026	BAY CITY SUPPLY NO WHIDBEY POO	KY 00692983	115.97	0.00	
10/28/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY 00692981	247.67	0.00	
10/28/2026	COLONIAL LIFE & NO WHIDBEY POO	KY 00692988	1,422.27	0.00	
10/28/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY 00692981	4,042.58	0.00	
10/28/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY 00692981	494.81	0.00	
10/28/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY 00692981	4,352.29	0.00	
10/28/2026	ELECTRONIC BUSI NO WHIDBEY POO	KY 00692989	56.79	0.00	
10/28/2026	WHIDBEY TECH SO NO WHIDBEY POO	KY 00692995	1,320.23	0.00	
10/29/2026	NWPP&R PAYROLL		29,388.87	0.00	
10/29/2026	NWPP&R DOR		2,444.17	0.00	
	Expenditure Total		188,848.71	89,501.28	**-99,347.43**

Ending Cash Balance **Calculated Total** **1,202,689.95**

Book Total **1,202,689.95**

Difference **-0.00**

Treasurer's Report
Transactions from 10/1/2026 to 10/31/2026

649 - NO WHID POOL PARK REC RESERVE

Cash Balance at 9/30/2026				**72,971.49**
10/31/2026	ICTIP INV INTEREST - OCT 2026	0.00	1,718.72	
	Revenue Total	0.00	1,718.72	**1,718.72**
Ending Cash Balance			**Calculated Total**	**74,690.21**
			Book Total	**74,690.21**
			Difference	**0.00**

Island County, WA

Treasurer's Report
Transactions from 10/1/2026 to 10/31/2026

788 - NO WHID POOL PARK REC CAPITAL

Cash Balance at 9/30/2026				**367.76**
10/31/2026	ICTIP INV INTEREST - OCT 2026	0.00	26.42	
	Revenue Total	0.00	26.42	**26.42**
Ending Cash Balance			**Calculated Total**	**394.18**
			Book Total	**394.18**
			Difference	**0.00**

Participants - Earning Allocat Selected
Cash/Checking Activity
October 1, 2026 - October 31, 2026

PARTICIPANT

Investment #	Fund	Current Rate	Transaction Date	Deposits	Withdrawals	Interest Received	Balance
649	649						**551,055.34**
		3.810	10/01/2026			1,725.78	551,055.34
		3.672	10/01/2026				551,055.34
	Subtotal and Ending Balance	**3.672**		**0.00**	**0.00**	**1,725.78**	**551,055.34**
788	788						**8,470.65**
		3.811	10/01/2026			26.53	8,470.65
		3.672	10/01/2026				8,470.65
	Subtotal and Ending Balance	**3.672**		**0.00**	**0.00**	**26.53**	**8,470.65**
Totals and Ending Balance for PARTICIPANT				**0.00**	**0.00**	**1,752.31**	**559,525.99**

Heritage BANK

PO Box 1578 | Olympia, WA 98507

Statement Start	10-01-2026
Statement End	10-31-2026
Account Number	
Page	1 of 4

NORTH WHIDBEY POOL PARK & RECREATION DIS
85 SE JEROME ST
OAK HARBOR WA 98277-3770



PUBLIC NOW CHECKING

Account No.

Interest Rate 0.02% Annual Percentage Yield Earned 0.02% Interest Paid YTD: $3.18

Beginning Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charges	=	Ending Balance
$46,194.05		$48,313.63		$0.17		$72,436.49		$58.00		$22,013.36

Deposit and Withdrawal totals include paid transactions only

DEPOSITS AND OTHER CREDITS

Posted Date	Transaction Detail	Amount
10/01/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	155.67
10/01/26	External Withdrawal BANKCARD - MTHLY FEES 628044000466460 (Rejected)	1,258.18
10/02/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	18.52
10/05/26	External Deposit CNI MLLNGTN DET EFT 100226 EFT04 - EFT PAYMNT ISA*00*NV *00*NV *ZZ*NV *ZZ*NV *261002*1	8,211.00
10/05/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	384.35
10/05/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,563.92
10/05/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	3,289.81
10/05/26	Deposit	329.98
10/05/26	Deposit	179.06

DEPOSITS AND OTHER CREDITS

Posted Date	Transaction Detail	Amount
10/23/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	539.80
10/23/26	Deposit	123.15
10/26/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	326.49
10/26/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	754.83
10/26/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	774.49
10/26/26	Deposit Drive Up Transaction	54.05
10/26/26	Deposit Drive Up Transaction	153.84
10/27/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	742.23
10/27/26	Deposit Drive Up Transaction	82.50
10/28/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,078.80
10/28/26	Deposit	19.37
10/29/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,675.20
10/29/26	Deposit	63.92
10/30/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	2,601.44
10/31/26	Credit Interest	0.17

WITHDRAWALS AND OTHER DEBITS

Posted Date	Transaction Detail	Amount
10/01/26	Withdrawal NWPP AND REC	45,194.05
10/01/26	External Withdrawal BANKCARD - MTHLY FEES 628044000466460	1,258.18
10/01/26	Insufficient Funds Fee External Withdrawal (Returned)BANKCARD - MTHLY FEES 628044000466460	34.00
10/02/26	External Withdrawal AUTHNET GATEWAY - BILLING 150165731	98.60
10/08/26	Withdrawal NWPP AND REC	17,719.98
10/09/26	Returned Deposited Item Fee	12.00
10/09/26	Returned Deposited Item Charge Back Item Check 235237107	1,836.00
10/15/26	Withdrawal NWPP AND REC	7,587.86
10/31/26	Monthly Maintenance Fee	12.00

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
10/01	1,121.67	10/07	18,719.98	10/14	8,587.86
10/02	1,041.59	10/08	2,778.69	10/15	1,994.90
10/05	14,999.71	10/09	3,558.19	10/16	8,330.32
10/06	18,510.33	10/13	7,142.29	10/19	10,698.11

DAILY BALANCE SUMMARY

Daily Balance Continued...

Date	Balance	Date	Balance	Balance	Date
10/20	11,554.85	10/26	15,761.73	10/30	22,025.19
10/21	12,546.57	10/27	16,586.46	10/31	22,013.36
10/22	13,035.08	10/28	17,684.63		
10/23	13,698.03	10/29	19,423.75		

Summary of Overdraft and Returned Item Fees

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	$0.00	$0.00
Total Returned Item Fees	$34.00	$34.00

KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

13 T 363 00000 R EM AO
ISLAND COUNTY TREASURER
NORTH WHIDBEY POOL, PARK
AND RECREATION DISTRICT
PO BOX 699
COUPEVILLE WA 98239-0699

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)
Dial 711 for TTY/TRS

Public Transaction Analysis Interest
ISLAND COUNTY TREASURER
NORTH WHIDBEY POOL, PARK
AND RECREATION DISTRICT

Beginning balance 9-30-26	$3,303.00
2 Additions	+52,054.88
4 Subtractions	-46,331.01
Ending balance 10-31-26	**$9,026.87**

Additions

Transfers *Date*	*Serial #*	*Source*			
10-14		Trf Fr	DDA 0000473631001525	4731	$22,666.01
10-29		Trf Fr	DDA 0000473631001525	4731	29,388.87
		Total additions			**$52,054.88**

Subtractions

Withdrawals *Date*	*Serial #*	*Location*	
10-15		N Whidbey Pr Payroll	$22,666.01
10-15		WA Dept Ret Sys Drs Epay	605.31
10-15		WA Dept Ret Sys Drs Epay	320.83
10-30		N Whidbey Pr Payroll	22,738.86
		Total subtractions	**$46,331.01**

Interest earned

Current Interest Rate	variable
Number of days this statement period	31

Fees and charges

See your Account Analysis statement for details.

Visa Credit Card Reconciliation Card Holder: Jay Cochran Billing Cycle: 9.30.2026

Enter credits or refunds as negative amounts in table, below.

Date	Merchant Name	Amount	Receipt Attached	Description
09/03/26	Amazon	$417.00	x	Volleyballs
09/09/26	Nextiva Service	$298.06	x	Phone service
09/10/26	Walmart #2319	$6.93	x	Deposit bags
09/20/26	Amazon Prime	$16.38	x	Prime membership for free shipping
09/29/26	Adobe Inc.	$21.85	x	Adobe membership
09/30/26	Buddy Punch	$88.90	x	Timekeeping system
Total		$849.12		

Date Signature

10/15/26
10.21.2026 Julie Millay

HERITAGE BANK

JAMIE COCHRAN
N WHIDBEY PARK AND REC
Account Number: #### #### #### 8481

VISA

SCORECARD

Bonus Points Available
43,175

Summary of Account Activity		
Previous Balance		$ 5,420.11
Payments	-	$5,420.11 -
Other Credits	-	$0.00
Other Debits	+	$0.00
Purchases	+	$849.12
Cash Advances	+	$0.00
Balance Transfers	+	$0.00
Fees Charged	+	$0.00
Interest Charged	+	$0.00
NEW BALANCE		$ 849.12
Credit Limit		$10,000.00
Available Credit		$9,150.88
Available Cash		$9,150.88
Amount Disputed		$0.00
Statement Closing Date		09/30/26
Days in Billing Cycle		30

Account Inquiries

Call us at: (800) 615-1161
Lost or Stolen Card: (727) 570-4881

Write us at PO BOX 31675, TAMPA, FL 33631-3675

Payment Summary

NEW BALANCE	**$849.12**
MINIMUM PAYMENT	**$17.00**
PAYMENT DUE DATE	**10/25/2026**

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Important Information About Your Account

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED ON YOUR CREDIT REPORT.

DON'T MISS YOUR CHANCE TO SCOREBIG! TOP PRIZE IS 1,500,000 BONUS POINTS. SIMPLY USE YOUR CARD TO MAKE QUALIFYING PURCHASES AND EARN ADDITIONAL ENTRIES BETWEEN 8/1 AND 10/31/25. VISIT HTTPS://INFO.SCORECARDREWARDS.COM/SCOREBIG FOR OFFICIAL RULES AND MORE INFORMATION.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
09/03	09/04	PBUS01	24011346246100148346873	AMAZON RETA* 5Q2JH1IJ2 WWW.AMAZON.CO WA	$417.00
09/09	09/10	PBUS01	24493986253251212127804	NEXTIVA 800-285-7995 AZ	$298.06
09/10	09/11	PBUS01	24081196254030290566684	WAL-MART #2319 OAK HARBOR WA	$6.93
09/17	09/18		73190606261555261750010	PAYMENT - THANK YOU TACOMA WA	$5,420.11-
09/20	09/21	PBUS01	24692166263406641185064	AMAZON PRIME*XP54N77K3 Amzn.com/bill WA	$16.38
09/29	09/30	PBUS01	24036296272716126761901	ADOBE *ADOBE 408-536-6000 CA	$21.85
09/30	09/30	PBUS01	24492166273100015106851	BUDDY PUNCH BUDDYPUNCH.CO WI	$88.90

Fees

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

VISA

JAMIE COCHRAN
N WHIDBEY PARK AND REC
Account Number: #### #### #### 8481

Statement Closing Date:
September 30, 2026

TOTAL FEES FOR THIS PERIOD	**$**	**0.00**
Interest Charged		
TOTAL INTEREST FOR THIS PERIOD	**$**	**0.00**

2026 Totals Year To Date	
Total Fees Charged in 2026	$ 0.00
Total Interest Charged in 2026	$ 0.00

Additional Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

ScoreCard Bonus Points Information as of 09/29/2026

	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
SCORECARD	42,326	849	0	0	43,175

Bonus Points To Expire:	**Expiration Date:** 01/31/2031	**Points:** 20,184
Bonus Points To Expire:	**Expiration Date:** 01/31/2032	**Points:** 22,991

Interest Charge Calculation/Plan Level Information

Plan Name	Plan Description	ICM[1]	Balance Subject to Interest Rate	Periodic Rate[2]	Annual Percentage Rate (APR)[3]	Interest Charge
Purchases						
PBUS01 001	PURCHASE	E	$0.00	1.06250% (M)	12.7500% (V)	$0.00
Cash						
CBUS01 001	CASH	A	$0.00	1.50000% (M)	18.0000%	$0.00
TOTAL			$3,488.44			$0.00

[1] ICM Interest Charge Method: See reverse side of Page 1 for explanation.
[2] Periodic Rate (M) = Monthly (D) = Daily
[3] Your Annual Percentage Rate (APR) is the annual interest rate on your account.
(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

Visa Credit Card Reconciliation Card Holder: Mitchell Cochran Billing Cycle: 09.30.2026

Enter payments as negative amounts in table, below.

Date	Merchant Name	Amount	Receipt Attached	Description
08.31.2026	Airgas Bellingham	$ 487.82 ✓	x	Hot Tub Ph Chems
09.02.2026	Supply House	$ 126.40 ✓	x	Toilet Flushometers
09.04.2026	Malliands Landing	$ 10.30 ✓	x	CVP Landscape debris Volunteers
09..08.2026	Malliands Landing	$ 10.30 ✓	x	CVP Landscape debris Volunteers
09.15.2026	Home Depot	$ 19.63 ✓	x	Depth Marker Supplies
09.23.2026	Hilltop	$ 74.88 ✓	x	Fuel, Truck/Mower
Total		$ 729.33		

Date Signature

10-19-26

10/22/26

10.22.2026 Julie Millay

HERITAGE BANK

MITCHELL COCHRAN
N WHIDBEY PARK AND REC
Account Number: #### #### #### 2595

VISA

SCORECARD

Bonus Points Available
26,318

Summary of Account Activity		
Previous Balance		$ 1,973.53
Payments	-	$1,973.53 -
Other Credits	-	$0.00
Other Debits	+	$0.00
Purchases	+	$729.33
Cash Advances	+	$0.00
Balance Transfers	+	$0.00
Fees Charged	+	$0.00
Interest Charged	+	$0.00
NEW BALANCE		$ 729.33
Credit Limit		$5,000.00
Available Credit		$4,270.67
Available Cash		$4,270.67
Amount Disputed		$0.00
Statement Closing Date		09/30/26
Days in Billing Cycle		30

Account Inquiries

Call us at: (800) 615-1161
Lost or Stolen Card: (727) 570-4881

Write us at PO BOX 31675, TAMPA, FL 33631-3675

Payment Summary

NEW BALANCE	$729.33
MINIMUM PAYMENT	$15.00
PAYMENT DUE DATE	10/25/2026

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Important Information About Your Account

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED ON YOUR CREDIT REPORT.

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Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/31	09/03	PBUS01	24055236245881616717742	AIRGAS LLC - WEST W224 BELLINGHAM WA	$487.82
09/02	09/03	PBUS01	24036296245718638935597	SUPPLYHOUSE.COM 888-757-4774 NY	$126.40
09/04	09/06	PBUS01	24003246248809638960965	MAILLIARDS LANDING NURSER OAK HARBOR WA	$10.30
09/08	09/10	PBUS01	24003246252809666735159	MAILLIARDS LANDING NURSER OAK HARBOR WA	$10.30
09/15	09/17	PBUS01	24943016259010187304574	THE HOME DEPOT #8563 OAK HARBOR WA	$19.63
09/17	09/18		73190606261555261750036	PAYMENT - THANK YOU TACOMA WA	$1,973.53-
09/22	09/23	PBUS01	24801976265905084330101	HILLTOP AUTO SERVICE OAK HARBOR WA	$74.88

Fees

VISA

MITCHELL COCHRAN
N WHIDBEY PARK AND REC
Account Number: #### #### #### 2595

Statement Closing Date:
September 30, 2026

TOTAL FEES FOR THIS PERIOD	$	0.00
Interest Charged		
TOTAL INTEREST FOR THIS PERIOD	$	0.00

2026 Totals Year To Date	
Total Fees Charged in 2026	$ 0.00
Total Interest Charged in 2026	$ 0.00

Additional Information About Your Account

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ScoreCard Bonus Points Information as of 09/29/2026

SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	25,490	828	0	0	26,318

Bonus Points To Expire:	**Expiration Date:** 01/31/2031	**Points:** 11,385
Bonus Points To Expire:	**Expiration Date:** 01/31/2032	**Points:** 14,933

Interest Charge Calculation/Plan Level Information

Plan Name	Plan Description	ICM[1]	Balance Subject to Interest Rate	Periodic Rate[2]	Annual Percentage Rate (APR)[3]	Interest Charge
Purchases						
PBUS01 001	PURCHASE	E	$0.00	1.06250% (M)	12.7500% (V)	$0.00
Cash						
CBUS01 001	CASH	A	$0.00	1.50000% (M)	18.0000%	$0.00
TOTAL			$1,670.74			$0.00

[1] ICM Interest Charge Method: See reverse side of Page 1 for explanation.

[2] Periodic Rate (M) = Monthly (D) = Daily

[3] Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

Visa Credit Card Reconciliation Card Holder: Julie Millang Billing Cycle: 09.30.2026

Enter payments as negative amounts in table, below.

Date	Merchant Name	Amount	Receipt Attached	Description
08.31.2026	Dept of Revenue	$ 6.00 ✓	x	**Business License Renewal**
09.03.2026	Washington Alarm	$ 189.88 ✓	x	**Alarm Monitoring**
09.03.2026	Astound	$ 322.25 ✓	x	**Internet Service**
09.08.2026	Walmart	$ 25.68 ✓	x	**Goggles for Resale**
09.08.2026	Enformion	$ 186.74 ✓	x	**Background Checks**
09.08.2026	Costco	$ 277.08 ✓	x	**Concessions for Resale**
09.21.2026	Northwest Mini Storage	$ 160.00 ✓	x	**Storage Unit**
09.14.2026	Enformion	$ 94.05 ✓	x	**Background Checks**
		$ 1,261.68		

Date Signature

10.22.2026 Julie Millang

10/22/26

JULIE MILLANG
N WHIDBEY PARK AND REC
Account Number: #### #### #### 9939

Statement Closing Date:
September 30, 2026

Fees

TOTAL FEES FOR THIS PERIOD	$	0.00

Interest Charged

TOTAL INTEREST FOR THIS PERIOD	$	0.00

2026 Totals Year To Date	
Total Fees Charged in 2026	$ 0.00
Total Interest Charged in 2026	$ 0.00

Additional Information About Your Account

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ScoreCard Bonus Points Information as of 09/29/2026

SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	16,302	2,047	0	0	18,349

Bonus Points To Expire:	**Expiration Date:** 01/31/2031	**Points:** 5,394
Bonus Points To Expire:	**Expiration Date:** 01/31/2032	**Points:** 12,955

Interest Charge Calculation/Plan Level Information

Plan Name	Plan Description	ICM[1]	Balance Subject to Interest Rate	Periodic Rate[2]	Annual Percentage Rate (APR)[3]	Interest Charge
Purchases						
PBUS01 001	PURCHASE	E	$0.00	1.06250% (M)	12.7500% (V)	$0.00
Cash						
CBUS01 001	CASH	A	$0.00	1.50000% (M)	18.0000%	$0.00
TOTAL			$1,416.59			$0.00

[1] ICM Interest Charge Method: See reverse side of Page 1 for explanation.
[2] Periodic Rate (M) = Monthly (D) = Daily
[3] Your Annual Percentage Rate (APR) is the annual interest rate on your account.
(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

Account Balances

As of October 31, 2026

M&O Operating	$ 1,202,689.95
Reserve Fund	$ 625,745.55
Capital Project Fund	$ 8,864.83
Payroll Account	$ 9,026.87
Total Balance of Accounts	$ 1,846,327.20

10. Item: Staff Reports
Meeting Date: 11.19.2026
Presented By: ED Cochran

Comment Cards-

Action Items
9.24.2026

~~Postpone Combining Committee Discussion to the next BoC meeting in October.~~

~~Postpone Resolution 2026-07 Repair and Replacement Procurement Policy Draft with recommended revisions for review to the next BoC meeting in October.10/16/2026 -the attorney has not finalized the new public works policy. See update further down.~~

~~Business Manager to provide update on budget during the Budget Workshop.~~

10.8.2026

~~Budget Committee to review allocation for shared cost allocation, Recreation cost recovery, Recreation Coordinator allocation, administrative allocation, and user fee/taxpayer support. Including but limited to reviewing budget line items and present draft to the next Budget Workshop meeting on November 5, 2026.~~

10.22.2026
~~Bylaws to be presented as a Resolution for BoC approval during the November Meeting.~~

Combining Committee – BoC Chair to appoint Commissioners to the Budget/Program Committee during the November BoC Meeting. **Update: 11.14.2026 carrying over to December 2026 meeting bc agenda is so long for November 2026 meeting**

Commissioner Larsen requested the Business Manager to present a report in the 2027 February BoC meeting of what NWPPR is paying and what we are receiving in payment from Oak Harbor Public Schools.

~~Commissioner Kraner requested that the Employee of the Month submission information for Shane Castle be added to the October Board packet for review~~.

11.5.2026

None

Recreation Coordinator

- Jay and I have continued to meet with Island County to discuss the future of the Chum Run/HIYI Committee.
- Youth Volleyball season ends November 14th. Surveys will go out to families that weekend, and I will provide an overview of responses in December's report.
- All families that participated in the 2026 Basketball season have been called regarding registration for 2027 season; staff is now working on calling all families with age-eligible kids.

Maintenance Manager

- Replace necessary parts on the spa chlorinator to maintain proper operation.
- Ongoing roof and gutter drain cleaning to ensure proper drainage.
- Performed seasonal fall cleanup of the roof and surrounding grounds.
- Continued working on the development of 2027 operating and capital budgets.
- Coordinated setup and participated in the Main Street Trick-or-Treating event.
- Conducted storm debris cleanup and completed necessary fence repairs at Clover Valley Park.

Client Service Specialist Coordinator
Business Manager

- Completion of the 2027 operating budget has been the primary focus, including review and refinement of revenue projections, personnel costs, operating expenses, and departmental allocations.
- Ongoing review and refinement of general ledger assignments.
- The Washington State Auditor's office has scheduled our audit to begin in mid-December.
- Preliminary preparations are underway, including reviewing requested records for submission to the auditor's office.
- Training has been completed for three new front desk employees. All three are progressing well in their roles. Thank you to Jenna for her assistance with this!
- We welcomed Ally to the staff. She will serve part-time in both Swim Lesson Coordinator and Front Desk Coordinator roles.
- Ally will provide mentoring and support to swim instructors, including helping prepare an instructor for a potential future transition into the Swim Lesson Coordinator position.

DEPOSITS AND OTHER CREDITS

Posted Date	Transaction Detail	Amount
10/06/26	Deposit	105.00
10/06/26	Deposit	3,405.62
10/07/26	Deposit	209.65
10/08/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,692.23
10/08/26	Deposit	86.46
10/09/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	689.98
10/09/26	External Deposit BANKCARD ICA SUS RELEASE - RELEASE 20742436	1,902.40
10/09/26	Deposit Night Drop	35.12
10/13/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	631.43
10/13/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	705.42
10/13/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	747.73
10/13/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,028.41
10/13/26	Deposit	15.45
10/13/26	Deposit	230.35
10/13/26	Deposit	67.26
10/13/26	Deposit	158.05
10/14/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,328.33
10/14/26	Deposit	117.24
10/15/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	943.45
10/15/26	Deposit	51.45
10/16/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,418.47
10/16/26	Deposit	4,800.00
10/16/26	Deposit	116.95
10/19/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	347.44
10/19/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	757.85
10/19/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,122.29
10/19/26	Deposit	48.30
10/19/26	Deposit	13.15
10/19/26	Deposit	78.76
10/20/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	826.89
10/20/26	Deposit	29.85
10/21/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	943.12
10/21/26	Deposit	48.60
10/22/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	431.04
10/22/26	Deposit	57.47

11.a. Unfinished Business Item: Resolution 2026-07 Adopting 2027 Budget
Meeting Date: 11.19.2026
Presented By: BM Millang

The proposed 2027 budget has been prepared for Board review and consideration. The budget reflects anticipated revenues and expenditures, including projected staffing costs, employee benefits, operating expenses, and program needs. Adjustments have been made based on historical expenditures, current operating trends, anticipated cost increases, and planned programming for 2027.
The proposed budget will be presented for discussion, with an opportunity for Board questions and feedback prior to final adoption.

Recommended Motion: I move to approve Resolution No. 2026-07, adopting the North Whidbey Pool, Park, and Recreation District's 2027 Budget as presented.

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

RESOLUTION NO. 2026-07 Adopting 2027 Budget

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT APPROVING THE 2027 BUDGET

WHEREAS, the 2027 Revenue Budget, totaling $2,008,184.00.00 was presented to the Board of Commissioners of the North Whidbey Pool, Park, and Recreation District during a public meeting held on November 19, 2026, outlining the expected revenues from Property Tax Levies, Pool and Aquatics Revenue, Recreation Revenue, Miscellaneous Revenue, and Interest; and

WHEREAS, the 2027 Expenditure Budget, totaling $2,049,267.09, was also presented to the Board of Commissioners during a public budget meeting held on November 19, 2026; and

WHEREAS, the budget figures are based on the General Property Tax (GPT) valuation for 2027, and it is understood that a revised budget may be submitted once the certified GPT valuation for 2027 is received;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the North Whidbey Pool, Park, and Recreation District, that the 2027 Budget, as presented on November 19, 2026, is hereby adopted, subject to potential revisions based on the certified GPT valuation.

ADOPTED this 19th day of November 2026, by the Board of Commissioners of the North Whidbey Pool, Park, and Recreation District.

Dated: November 19, 2026

_____ _____

Brit Kraner, Commissioner | Melissa Hartmann, Commissioner

_____ _____

William "Bill" Larsen, Chair | David Guy, Commissioner

_____

Jaemee Rozz Witmer, Commissioner

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT



2027 Annual Budget

Budget narrative and financial overview

General Fund and capital planning

Prepared for the Board of Commissioners | November 2026

John Vanderzicht Memorial Pool • Clover Valley Park • Recreation Programs

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Budget Message from the Executive Director

To the Board of Commissioners and residents of the North Whidbey Pool, Park, and Recreation District:

I am pleased to present the District's proposed 2027 budget. It reflects our commitment to accessible aquatic, park, and recreation opportunities, responsible stewardship of public resources, and planning for aging facilities.

The coming year calls for continued attention to pool heating equipment, locker room showers, and other major facility needs. The proposed budget balances ongoing service delivery with these longer-term priorities.

The District continues to work toward a reserve equal to approximately six months of operating expenditures. Capital funding decisions will be considered in light of available cash and this goal. Thank you to the Board, staff, and community for supporting our services.

Jay Cochran
Executive Director

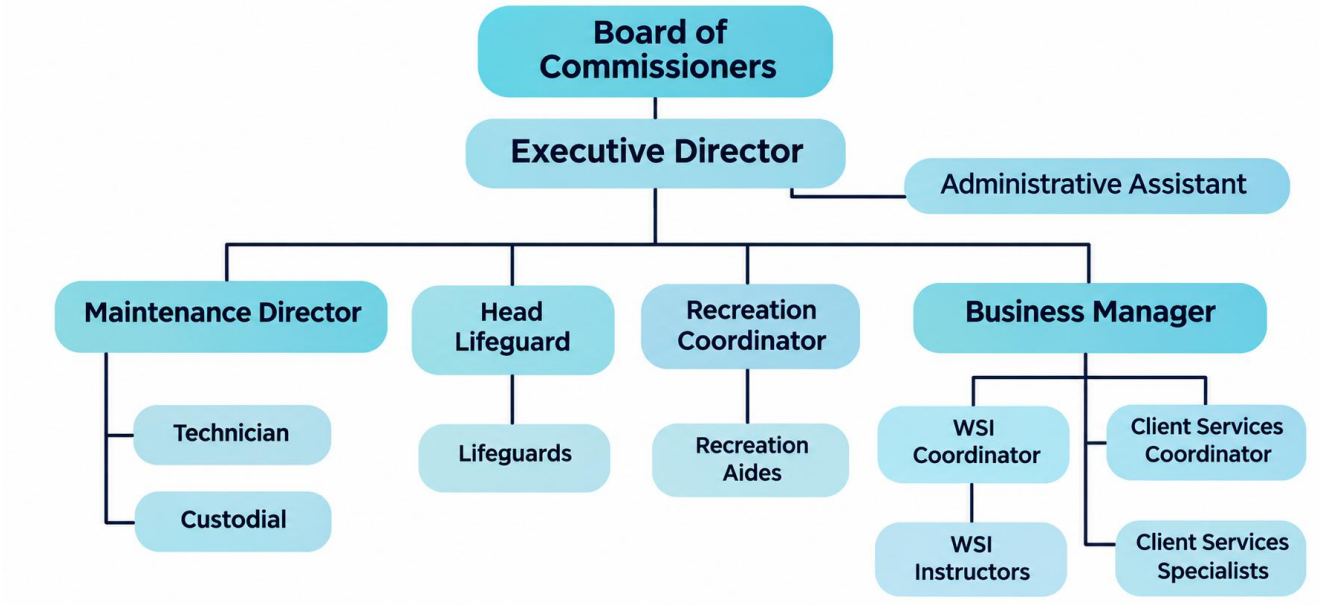
Mission and Vision

Our Vision

North Whidbey Pool, Park, and Recreation District's goals are to encourage and support health and wellness for all ages and abilities through various programs, activities, facilities and services to improve quality of life and community.

Our Mission

Connect residents and visitors to a vibrant and livable community that improves physical, mental, and social well-being by expanding access and opportunities in our pool, park, and recreation programs and facilities.



District Leadership and Services

The District is governed by a five-member Board of Commissioners. Its operations are supported by management, aquatic, recreation, maintenance, and customer-service staff.

Position	Name
Executive Director	Jay Cochran
Business Manager	Julie Millang
Maintenance Manager	Mitch Cochran
Recreation Coordinator	Jenna Clark
Head Lifeguard	Diandra Dominguez

Budget Development and Presentation

Budget preparation draws on prior-year activity, expected participation, staffing, facility costs, and capital needs. The 2027 report provides a high-level snapshot rather than the detailed line-item presentation used in prior years. Revenue is grouped by source; operating expenditures are grouped by Administration, Recreation, Pool/Aquatics, and General Parks. The underlying accounts remain in Springbrook and follow the BARS cash-basis reporting structure. The operating fund is now presented as the General Fund, formerly Maintenance and Operations.

Beginning and Ending Fund Balance

The District's beginning fund balance represents financial resources accumulated and carried forward from previous years. Through careful budgeting and responsible financial management, the District has maintained a healthy fund balance that provides financial stability and allows for future investments in District facilities.

The proposed 2027 budget projects a beginning General Fund balance of $907,419 and an ending balance of $866,336, before any additional capital transfers. These balances reflect the District's ability to maintain ongoing operations while preserving resources for major facility improvements.

A significant benefit of maintaining these accumulated funds is the ability to address aging infrastructure and necessary capital improvements without relying entirely on current-year revenues or additional taxpayer funding.

At the January 2027 regular Board meeting, the Board of Commissioners will discuss transferring a portion of the available General Fund balance to the Capital Fund to support capital projects planned for in 2027. The Board will consider these investments alongside the District's goal of maintaining reserves equivalent to approximately six months of operating expenditures.

The District's financial planning reflects a commitment to both long-term financial stability and reinvestment in the facilities and services that benefit the community.

General Fund and District Funds

The General Fund is the District’s primary operating fund. It supports the recurring costs of management, programs, the swimming pool, and park operations. The District also maintains a separate capital fund for capital planning and expenditures; the timing and amount of transfers depend on available resources and District decisions.

General Fund Summary

General Fund summary	2027 proposed
Projected beginning fund balance	$907,419.00
Proposed revenue	$2,008,184.00
Proposed operating expenditures	$2,049,267.09
Operating revenue less expenditures	$-41,083.09
Projected ending fund balance before capital transfer	$866,335.91

2027 Budgeted Revenue

Under BARS cash-basis reporting, revenue is classified by type of receipt; the District's presentation also identifies the program or service generating it.

Revenue	2027 proposed
Property Tax Levies	$1,464,880.00
JVMP Pool/Aquatics Revenue	$402,620.00
Recreation Revenue	$128,802.00
Miscellaneous Revenue	$1,382.00
Interest	$10,500.00
Proposed Total Revenue	$2,008,184.00

Understanding the Revenue Groupings

• Property Tax Levies — Property taxes received to support District services, facilities, and ongoing operations.

• JVMP Pool/Aquatics Revenue — Money generated by pool-related activities, including admissions, swim lessons, aquatic programs, rentals, and concessions.

• Recreation Revenue — Fees and registrations for organized recreation activities such as youth sports, camps, and other programs.

• Miscellaneous Revenue — Other receipts not included in the primary operating categories.

• Interest — Earnings on District funds held in bank or investment accounts.

• Proposed Total Revenue — The combined amount of the revenue categories above.

2027 Budgeted Expenditures

Operating expenditures are shown by the service area they support. Each category includes its applicable staffing, supplies, services, and facility costs.

Expenditure	2027 proposed
Administration	$989,743.33
Recreation	$131,475.00
Pool/Aquatics	$902,127.63
General Parks	$25,921.13
Proposed Total Operating Expenses	$2,049,267.09

Personnel and Compensation

The 2027 proposal includes a 3.5% cost-of-living adjustment and applicable longevity increases. Personnel costs also include employer payroll taxes, vacation and sick leave, and applicable benefits. These costs are included in the operating area supported by each position, with shared positions allocated across functions.

2027 Capital Projects and Funding

Capital projects are shown separately from routine operating costs because they involve major repairs, replacements, or improvements to District facilities. The proposed project list remains subject to available cash and Board action.

Proposed project	2027 proposed
Locker Rooms Showers	$128,790.00
Locker Room Lockers Keys	$10,000.00
Heater Replacement	$200,000.00
Exterior Paint	$100,000.00
Total Capital Fund Projects	$438,790.00

Capital Funding Approach

• Evaluate proposed capital work alongside the objective of building a reserve equal to approximately six months of operating costs.

• Review actual beginning balances and the capital plan in January 2027; adjust or phase projects if resources differ from projections.

• Continue planning for the pool liner and parking lot improvements.

If the full proposed capital amount of $438,790.00 were funded from the projected ending General Fund balance of $866,335.91, the illustrative remainder would be $427,545.91. This is not an approved transfer or a determination that the reserve objective would be met.

Administration

Administration supports the entire District rather than a single program. The category includes executive oversight, financial and business operations, Board meeting and records support, purchasing, payroll administration, insurance, technology, and other general services where appropriately assigned.

Recreation Programs

The Recreation category captures the costs and revenues associated with organized programs and community activities. District offerings include youth basketball, flag football, volleyball, camps, and other recreational events and activities.

Pool and Aquatics

John Vanderzicht Memorial Pool provides opportunities for lap and open swim, aquatic instruction, water aerobics, and other water-based activities. The pool also supports facility rentals and other appropriate services.

The Pool/Aquatics category includes lifeguard and instructional staffing, water treatment chemicals, heating and electricity, water and other utilities, custodial work, equipment repairs, and maintenance.

General Parks

General Parks supports Clover Valley Park, including ballfields, the off-leash dog park, grounds, and other park amenities. This category includes grounds maintenance, supplies, repairs, and related operational needs.

2027 Budget-at-a-Glance

2027 Proposed Budget | General Fund

General Fund	2027 proposed
Projected Fund Starting Balance	$907,419.00
Property Tax Levies	$1,464,880.00
JVMP Pool/Aquatics Revenue	$402,620.00
Recreation Revenue	$128,802.00
Miscellaneous Revenue	$1,382.00
Interest	$10,500.00
Proposed Total Revenue	$2,008,184.00
Administration	$989,743.33
Recreation	$131,475.00
Pool/Aquatics	$902,127.63
General Parks	$25,921.13
Proposed Total Operating Expenses	$2,049,267.09
Projected Fund Ending Balance	$866,335.91

2027 Capital Projects

Capital Fund	2027 proposed
Locker Rooms Showers	$128,790.00
Locker Room Lockers Keys	$10,000.00
Heater Replacement	$200,000.00
Exterior Paint	$100,000.00
Total Capital Fund Projects	$438,790.00

11.b. Unfinished Business Item: Resolution 2026-08 Authorizing a 1% Increase in the 2027 Regular Property Tax Levy

Meeting Date: 11.19.2026
Presented By: ED Cochran

Washington State law allows taxing districts to increase their regular property tax levy by up to 1% annually, subject to applicable levy limits. This resolution authorizes the District to collect an additional 1% in property tax revenue for 2027. The increase helps offset rising operating costs and maintain District services. It does not mean individual property tax bills will increase by exactly 1%.

Recommended Motion: I move to approve Resolution No. 2026-08, authorizing a 1% increase in the District's regular property tax levy for collection in 2027.

WASHINGTON STATE DEPARTMENT OF REVENUE

Ordinance / Resolution No. 2026-08

RCW 84.55.120

WHEREAS the Board of Commissioners of North Whidbey Pool, Park, and Recreation District has met and considered its budget for the calendar year 2027; and

WHEREAS the district's actual levy amount from the previous year was $1,442,094.00; and

WHEREAS the population of this district is more than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2027 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be $14,420.94, which is a percentage increase of 1.0% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, any increase in the value of state assessed property, increment value, any annexations that have occurred and refunds made.

Adopted this _19th___ day of ___November_____, 2026.

Dated: November 19, 2026

_____ _____

Brit Kraner, Commissioner Melissa Hartmann, Commissioner

_____ _____

William "Bill" Larsen, Chair David Guy, Commissioner

_____

Jaemee Rozz Witmer, Commissioner

11.c. Unfinished Business Item: Levy Certification

Meeting Date: 11.19.2026
Presented By: ED Cochran

Each year, the District must certify its property tax levy amount to Island County. The certification establishes the amount of property tax revenue the District is requesting for the upcoming year, including the approved 1% increase, subject to applicable levy limits.

Recommended Motion: I move to authorize the Executive Director to sign and submit the 2027 Property Tax Levy Certification to Island County on behalf of the District as presented.

Department of Revenue
Washington State

Form 64 0100

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I **Jay Cochran** *(Name)*, **Exective DIrector** *(Title)*, for **NW Pool, Park, and Recreation District** *(District name)*, do hereby certify to the **Island County** *(Name of county)* County legislative authority that the **Commissioners** *(Commissioners, Council, Board, etc.)* of said district requests that the following levy amounts be collected in **2027** *(Year of collection)* as provided in the district's budget, which was adopted following a public hearing held on **11.19.2026** *(Date of public hearing).*

Regular levies

Levy	General levy	Other levy*
Total certified levy request amount, which includes the amounts below.	1,538,123.13	
Administrative refund amount	2,439.95	
Non-voted bond debt amount		
Other*		

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy*
Total certified levy request amount, which includes the amounts below.					
Administrative refund amount					
Other*					

*Examples of other levy types may include EMS, school district transportation, or construction levies. Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ **Date:** _____

To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.

12.a. New Business Item: Proposed Senior Discount

Meeting Date: 11.19.2026

Presented By: Chair

The North Whidbey Pool, Park, and Recreation District recognizes the importance of providing accessible recreational opportunities for active older adults. The District will offer a 15% senior discount on eligible pool services and District-operated recreation programs to encourage participation and support the health and wellness of community members age 65 and older.

1. Eligibility

- The senior discount is available to individuals age 65 and older.
- The discount applies to eligible services and recreation programs in which the senior personally participates, except for the sharing of senior-discounted punch cards as provided below.
- The discount cannot be used to purchase admissions, memberships, or program registrations for individuals who do not qualify.
- Proof of age is required to verify eligibility.
- Eligibility begins on the individual's 65th birthday.

2. Eligible Services and Programs

The 15% discount applies to the regular published price of eligible District-operated services and programs, including:

- Lap swim and open swim admissions.
- Water aerobics and aquatic fitness classes.
- Group and private swim lessons.
- Individual pool memberships and passes.
- Pool admission punch cards.
- Adult recreation programs in which the senior personally participates.
- Advance registrations for eligible programs.

The discount applies to eligible purchases made on or after January 1, 2027, regardless of the date the program or service is scheduled to begin.

3. Exclusions

The senior discount does not apply to:

- Merchandise and retail purchases, including food, beverages, goggles, and other products.
- Youth recreation program registrations.
- Admissions, memberships, or program registrations purchased for another individual, except as specifically permitted for senior-discounted punch cards.
- Facility and pool rentals.
- Special events, unless specifically authorized by the District.
- Programs operated by outside organizations unless the District specifically authorizes the discount.

4. Senior-Discounted Punch Cards

Punch cards purchased using the 15% senior discount may be shared with other individuals age 65 and older.

- All individuals using a senior-discounted punch card must meet the minimum age requirement.
- Age verification is required for each individual using the punch card.
- Senior-discounted punch cards may not be used for admission by anyone under age 65.

- The existing Board-approved 10% discount on regular volleyball and water aerobics punch cards will remain available.
- Separate senior volleyball and water aerobics punch cards will be offered at a 15% discount from the regular published price.
- The 10% punch card discount and the 15% senior discount may not be combined.
- Senior volleyball and water aerobics punch cards will be subject to the same age eligibility and sharing restrictions as other senior-discounted punch cards.

5. Individual Memberships and Advance Registrations

- The senior discount applies to eligible individual memberships purchased or renewed on or after January 1, 2027.
- Memberships purchased before the effective date will remain valid at their original purchase price and under their original terms.
- The discount will become available upon the next eligible membership renewal on or after January 1, 2027.
- No prorated discounts or adjustments will be made to existing memberships.
- Advance registrations for eligible District programs qualify when purchased on or after the effective date, regardless of the program start date.

6. Effective Date and Previous Purchases

The senior discount becomes effective January 1, 2027.

- The discount applies only to eligible purchases made on or after the effective date.
- Previously purchased admissions, registrations, memberships, passes, and punch cards remain valid under their original terms.
- Unused visits or remaining balances on previously purchased punch cards and passes may continue to be used after the effective date.
- No retroactive discounts, refunds, credits, or price adjustments will be issued for purchases made before January 1, 2027.

7. Discount Administration

- The discount will be calculated at 15% of the regular published price, rounded to the nearest cent.
- District staff must verify age before applying the senior discount.
- The District will administer the discount consistently for eligible online and in-person purchases.
- Refunds for discounted purchases will be based on the actual amount paid and will remain subject to the District's existing refund policies.

8. Policy Review

The District may periodically evaluate the senior discount program to assess participation, financial impact, and administrative effectiveness.

The Board of Commissioners may modify or discontinue the discount prospectively.

Recommended Motion: I move to approve the North Whidbey Pool, Park, and Recreation District Senior Discount Policy as presented, establishing a 15% discount for eligible individuals age 65 and older, effective January 1, 2027.

12.b. New Business Item: Fee Schedule

Meeting Date: 11.19.2026
Presented By: BM Millang

The proposed 2027 Schedule of Fees includes the following updates:

- Corrected the fees for 45-minute swim lessons to address mathematical errors in the 2026 Schedule of Fees.
- Added fees for programs introduced during 2026 or planned for implementation in 2027.
- Added a notation reflecting the 15% senior discount for individuals ages 65 and older, applicable to published regular retail rates.
- All other fees remain unchanged.

Recommended Motion: I move to approve the 2027 Schedule of Fees as presented, effective January 1, 2027.

North Whidbey Pool, Park & Recreation District – 2027 Schedule of Fees

Category	Activity / Facility	Current Resident Fee	Proposed Resident Fee	Current Non-Resident Fee	Proposed Non-Resident Fee	Notes
Single Session Admissions	Lap Swim	$7.25	$7.25	$9.00	$9.00	Per person, per session
Single Session Admissions	Water Aerobics & Volleyball	$7.50	$7.50	$9.25	$9.25	Per person, per session
Single Session Admissions	Open Swim	$6.00	$6.00	$7.50	$7.50	Children 2 and under free
Single Session Admissions	Tot Pool	$6.00	$6.00	$7.50	$7.50	Children 2 and under free
Single Session Admissions	Shower	$4.25	$4.25	$5.25	$5.25	Per person, per session
Punch Cards (10 Visits)	Lap Swim & Hot Tub/Sauna	$72.50	$72.50	$90.00	$90.00	10 visits-can be shared
Punch Cards (10 Visits)	Water Aerobics	$76.50	$76.50	$96.75	$96.75	10 visits-can be shared
Punch Cards (10 Visits)	Water Volleyball	$67.50	$67.50	$83.25	$83.25	10 visits-can be shared
Punch Cards (10 Visits)	Open Swim & Tot Pool	$60.00	$60.00	$75.00	$75.00	10 visits-can be shared
Punch Cards (20 Uses)	Locker	$10				20 Uses-can be shared
Memberships	Basic (Monthly)	$72.00	$72.00	$90.00	$90.00	Includes lap, open swim, tot pool, hot tub, sauna
Memberships	Basic (Quarterly)	$183.75	$183.75	$229.75	$229.75	"
Memberships	Basic (Annual)	$691.25	$691.25	$864.00	$864.00	"
Memberships	Premium (Monthly)	-	-	-	-	Includes Basic + water aerobics & volleyball
Memberships	Premium (Quarterly)	-	-	-	-	"
Memberships	Premium (Annual)	-	-	-	-	"
Swim Lessons / Classes 30 minute	Group Swim Lessons	$15.00	$15.00	18.38*	18.38*	Fee depends on session length/resident status
Swim Lessons / Classes 45 minute	Group Swim Lessons	$18.75	$22.50	22.98*	27.57*	Fee depends on session length/resident status
Swim Lessons / Classes 1 hour	Group Swim Lessons	$30.00	$30.00	36.75*	36.75*	Fee depends on session length/resident status
Oak Harbor Elementary Swim Class Lessons- 3 weeks- 6 lessons	PE Swim Class Lessons	$73.50	$90.00	-	-	need to attend Oak Harbor Elementary
Oak Harbor Elementary Swim Class Lessons-4 weeks 8 lessons	PE Swim Class Lessons	$85	$120	-	-	need to attend Oak Harbor Elementary
Swim Lessons - 4 lessons	Private Lesson 30 minutes	$202	$202	$253	$253	4 lessons, 1-2 individual of same skill level
Swim Lessons	Late Fee	$15				Additional charge applied to youth sports registrations submitted after the standard registration deadline and only if there is room.
Refund / Cancellation	Program/Class Cancellation	—	—	—	—	Refund/credit through first lesson; medical prorate- less $5.00 admin fee
Rentals	Lockers	$0.50	$0.50	$0.50	$0.50	per locker, per visit
Rentals & Parties	Full Facility Private Pool Rental/Swim Party	$360.00	$360.00	$450.00	$450.00	90 minutes, includes 25 guests; extra guest fee applies

Rentals & Parties	Full Facility Private Pool Rental/Swim Party	$60.00	$60.00	$75.00	$75.00	extra guest fee, applies after the 25 guest limi - adds 25 more guests. Can go up to deck limit of 176
Rentals & Parties	Open Swim Pool Party	$168.00	$168.00	$210.00	$210.00	Scheduled durling any open swim, includes party room & 25 guests
Rentals & Parties	Open Swim Pool Party extra person	$6.00	$6.00	$7.50	$7.50	extra guest fee, applys after the 25 guest limit
Rentals & Parties	Viewing Room	$20.50	$20.50	$25.75	$25.75	Hourly rate for viewing room rental
Rentals	Lane Rental	$20.50	$20.50	$25.75	$25.75	Hourly rate for lane rental; charged per lane, per hour.
Refund/Cancellation	Pool Rental/Party Cancellation	-	-	-	-	≥14 days: full refund; <14 days: 50% refund
Category	**Activity / Facility**	**Current Fee/Proposed Fee**				**Notes**
Youth Programs/Leagues	Basketball	$149			$149	Per person, per session
Youth Programs/Leagues	Camp Trail Blaze	$305.00			$305.00	Per person, per session
Youth Programs/Leagues	Spring Break Day Camp	$205.00			$205.00	Per person, per session
Youth Programs/Leagues	Flag Football	$135			$135	Per person, per session
Youth Programs/Leagues	Volleyball	$127			$127	Per person, per session
Youth Programs/Leagues	Steam Camp	$250.00			$250.00	Per person, per session
Youth Programs/Leagues	Digital Art Class	-			$30.00	Per person, per session
Youth Programs/Leagues	Track & Field Day	-			$25.00	Per person, pre-registered, includes t-shirt, ages 5+
Youth Programs/Leagues	Track & Field Day	-			$5.00	Drop-in, does not include t-shirt, ages 5+
Youth Programs/Leagues	Track & Field Day	-			NC	No charge for ages 4 and under; can still order t-shirt for fee if desired.
Youth Programs/Leagues	Late Fee	$15 per youth league registration			$15.00	Additional charge applied to youth sports registrations submitted after the standard registration deadline and only if there is room.
Program/Leagues	Step to 5K	$30.00			$35.00	Pe person, includes t-shirt
MWR Lap Swim	active duty, reservists, and active duty family members only	$6			$7	Paid by MWR-required to show ID for each and every admission
MWR Open Swim	active duty, reservists, and active duty family members only	$5			$6	Paid by MWR-required to show ID for each and every admission
PRT	active duty & reservists-including proctor, observer, and swimmer	$6			$7	Paid by MWR-required to show ID for each and every admission, and required to make a reservation

All prices are listed per person, reservation, rental, or registration.

*Group Swim Lessons are offered year-round in monthly sessions with eight classes per session.
During the summer, we continue the regular monthly sessions and add optional two-week morning sessions, held Monday through Thursday each week. If a holiday shortens any session, the total fee is pro-rated according to the per-class rate.

We do not offer multi-child discounts-scholarships are available through the Island County HIYI Program. Additional scholarship options may be available through other resources.

15% senior discount off full retail prices. No additional discounts apply.

*Proposed rates do not include sales tax.

12.c. New Business Item: COLA and Longevity Increases

Meeting Date:11.19.2026

Presented By: BM Millang

- Washington State's minimum wage will increase effective January 1, 2027.
- The District has historically provided cost-of-living adjustments (COLA) consistent with increases to the state minimum wage.
- A 3.5% COLA is proposed for current part-time, full-time, and exempt employees to help maintain fair, competitive, and equitable wages.
- Per the Employee Handbook, eligible employees may receive a 3% longevity increase on odd-numbered employment anniversaries, beginning with their first anniversary.
- The proposed increases have been incorporated into the 2027 budget.

Recommended Motion: I move to approve a 3.5% cost-of-living adjustment for current part-time, full-time, and exempt employees effective January 1, 2027, and a 3% longevity increase for employees who qualify based on their anniversary date with the District, in accordance with the Employee Handbook.

12.d. New Business Item: Resolution 2026-09 Establishing 2027 Meeting Dates

Meeting Date: 11.19.2026

Presented By: ED Cochran

- Washington State law requires the Board to establish a regular meeting schedule.
- Regular meetings will be held on the fourth Thursday of each month, with adjustments for November and December.
- Budget workshops will be held on the first Thursday of October and November.
- All meetings will begin at 6:00 p.m.

Recommended Motion: I move to approve the resolution establishing the 2027 Board of Commissioners regular meeting and budget workshop schedule as presented.

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

RESOLUTION NO. 2026-09

A RESOLUTION ESTABLISHING THE REGULAR MEETING SCHEDULE OF THE NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT BOARD OF COMMISSIONERS AND ANNUAL BUDGET WORKSHOPS BEGINNING IN 2027

WHEREAS, RCW 36.69.120 and RCW 42.30.070 provide for regular public meetings and the establishment of meeting schedules;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners establishes the following 2027 meeting schedule:

Date	Meeting Type
Thursday, January 28, 2027	Regular Meeting
Thursday, February 25, 2027	Regular Meeting
Thursday, March 25, 2027	Regular Meeting
Thursday, April 22, 2027	Regular Meeting
Thursday, May 27, 2027	Regular Meeting
Thursday, June 24, 2027	Regular Meeting
Thursday, July 22, 2027	Regular Meeting
Thursday, August 26, 2027	Regular Meeting
Thursday, September 23, 2027	Regular Meeting
Thursday, October 7, 2027	Budget Workshop
Thursday, October 28, 2027	Regular Meeting
Thursday, November 4, 2027	Budget Workshop
Thursday, November 18, 2027	Regular Meeting
Thursday, December 16, 2027	Regular Meeting

All meetings shall begin at 6:00 p.m. at the John Vanderzicht Memorial Pool, 85 SE Jerome Street, Oak Harbor, Washington.

Regular meetings shall take place on the fourth Thursday of each month, except November and December, when they shall occur on the Thursday of the week preceding Thanksgiving week and Christmas week, respectively. Budget workshops shall occur on the first Thursday of October and November.

This resolution shall take effect January 1, 2027, and remain in effect until amended or repealed.

ADOPTED this 19th day of November 2026.

Dated: November 19, 2026

_____ _____

Brit Kraner, Commissioner Melissa Hartmann, Commissioner

_____ _____

William "Bill" Larsen, Chair David Guy, Commissioner

_____

Jaemee Rozz Witmer, Commissioner

12.e. New Business Item: WMS Quote

Meeting Date: 11.19.2026
Presented By: MM Cochran

Budget Amendment Request – Pool Chemicals

- Due to the timing of purchasing and delivery of chlorine tablets in bulk, we are requesting approval to purchase 48 pails of Accu-Tab chlorine tablets for $10,425.60.
- With estimated tax and delivery included, the total cost is $12,459.98.
- Most of this supply will be used during the 2027 season, but we need to have chlorine on hand before the winter holiday season to avoid shipping delays and ensure availability if we run short this calendar year.
- Based on historical usage, this purchase is expected to provide approximately 45-50 weeks of chlorine supply.
- The estimated delivery cost is $974.20. Final shipping charges will be determined at the time of shipment and may include additional fees.
- This amount will be taken from the Custodial line. With frequent call out and down one shift which were covered by salaried staff we have available.
- The 2027 budget already has the next purchase for fall of 2027 worked in to avoid budget adjustment.

Summary of Costs

- Accu-Tab chlorine tablets (48 pails at $217.20 each): $10,425.60.
- Estimated shipping and handling: $974.20.
- Sales tax: $1,060.18.
- Total estimated purchase: $12,459.98.
- Purchasing chlorine in bulk allows the District to maintain adequate inventory and prepare for the upcoming 2027 pool season.
- The current estimate is valid through December 2, 2026, although pricing may be subject to tariff-related adjustments.
- Purchasing two pallets of chlorine at once saves $160 in shipping.

Budget Amendment Request

- We request that $12,500 be reallocated from Custodial to Pool Chemicals to cover the estimated purchase of bulk chlorine tablets.
- This adjustment will ensure adequate funding for chlorine supplies through the end of 2026 and into the 2027 operating season.

WMS Aquatics
PO Box 398
Ellensburg, WA 98926
800-426-9460
www.wmsaquatics.com

Estimate #:	32903
Date:	11/2/26
Expires:	12/2/26
Sales Rep:	Rob Blackburn

ESTIMATE

Bill To:
North Whidbey Pool, Park, & Recreation District
Accounts Payable
85 SE Jerome St
Oak Harbor WA 98277-3770

Ship To:
Mitch Cochran
North Whidbey Pool, Park, & Recreation District
85 SE Jerome St
Oak Harbor WA 98277

#	Item	Qty	Unit Price	Extended Price
1	**64-73200-60i** Accu-Tab® Tablets, 60 lb pail 24 Hour Emergency Phone: 800-424-9300	48	$217.200	$10,425.60
2	**Shipping & Handling** Shipping & Handling Estimate. *Total shipping charges will be calculated at the time of shipment and will be added to the invoice. Any additional unforeseen shipping charges incurred at the time of delivery, including but not limited to Limited Access Delivery, Redelivery, Custom Delivery Windows, Delivery Notice Calls or use of a Lift Gate will be invoiced separately.	1	$974.200	$974.20

TARIFF DISCLAIMER: due to 2026 market volatility and rising costs related to trade tariffs, all Estimates provided by WMS Aquatics are subject to price updates or tariff surcharges at any given time, regardless of Estimate expiration date.

Subtotal:	$11,399.80
Tax:	$1,060.18
TOTAL:	**$12,459.98**

Accepted by: _____

Accepted date: _____

Recommended Motion: I move to approve the reallocation of twelve thousand five hundred dollars ($12,500) from Custodial to Pool Chemicals for the purchase of bulk chlorine tablets for the John Vanderzicht Memorial Pool.

12.f. New Business Item: Seamark Invoice

Meeting Date: 11.19.2026

Presented By: ED Cochran

Seamark Invoice No. 1669, in the amount of $5,838.00, is due November 30, 2026. The invoice is being presented to the Board for review and approval of payment.

seamark
LAW GROUP

Seamark Law Group PLLC
400 Winslow Way E, Ste 230
Bainbridge Island, WA 98110

INVOICE

Invoice # 1669
Date: 10/31/2026
Due On: 11/30/2026

North Whidbey Pool, Park, and Recreation District
Jay Cochran
85 SE Jerome St
Oak Harbor, WA 98277

General advice

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1669	11/30/2026	$5,838.00	$0.00	$5,838.00

Recommended Motion: I move to approve payment of Seamark Invoice No. 1669 in the amount of $5,838.00.

12.g. New Business Item: Resolution 2026-10 Adopting Small Works Roster Policy and Procedures

Meeting Date: 11.19.2026
Presented By: ED Cochran

- At the last Board meeting, I presented the initial draft of the procurement resolution for review and discussion.
- Since that meeting, I have worked with the District's attorney to further refine the resolution, clarifying procurement procedures, contracting authority, and compliance with Washington State law.

Key Updates to the Resolution

- Executive Director Authority: Establishes my contracting authority within defined limits while maintaining Board oversight.
- Contract Awards: Clarifies contractor selection criteria, including competitive pricing, qualifications, and applicable requirements.
- Emergency Procurement: Establishes procedures for emergency contracting, including authorization limits and documentation.
- Small Works Roster: Establishes procedures for competitive bidding and direct contracting.
- Professional and Personal Services: Clarifies selection procedures and contracting requirements.
- Small Business Participation: Supports opportunities for small and diverse businesses through the District's procurement procedures and Small Business Utilization Plan.
  Locker Room Renovation – Procurement Update
- As I discussed with the Board at our previous meeting, I would continue moving the locker room renovation projects forward using the proposed direct contracting process even though it had not been officially approved so that we could keep the project moving.
- I have issued invitations to bid for both a tile contractor and a plumbing contractor.
- At the time of this report, we are awaiting bids from both contractors and hope to receive them by Monday, November 16.
- I provided draft contract templates with the invitations to bid so the contractors could review the anticipated terms and requirements in advance, avoiding unexpected contract provisions later in the process.
- The draft contracts are preliminary and will require final review and revisions by the District's attorney.

Next Steps

- Once the bids are received, the Business Manager, Maintenance Manager, and I will evaluate them for pricing, scope, qualifications, and compliance with the applicable procurement requirements.
- I have discussed these projects extensively with the former Program Committee, which is familiar with the scope of work and anticipated improvements.
- If the bids are acceptable and meet the applicable procurement criteria, I will update the draft contracts and forward them to our attorney for final review and revisions.
- Once finalized, I will provide the contracts to the contractors for their review and signature.
- My goal is to have the signed contracts ready to present to the Board at this Thursday’s upcoming meeting for consideration of awarding the contracts and authorizing me to execute them on behalf of the District.

- I have also spoken with the Board Chair about the possibility that the contracts may not be ready by our next regular meeting. The Chair has indicated a willingness to hold a special meeting as soon as the contracts are finalized so I can bring them before the Board without unnecessary delays.

Recommended Motion: I move to approve Resolution 2026-10, Adopting Small Works Policy and Procedures, as presented.

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

RESOLUTION NO. 2026-10

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT, ISLAND COUNTY, WASHINGTON, ON THE SUBJECTS OF AN UPDATED SMALL WORKS ROSTER FOR SMALL PUBLIC WORKS CONTRACTS, A CONSULTANT SERVICES ROSTER FOR GENERAL CONSULTANT AND OTHER PROFESSIONAL SERVICES, COMPETITIVE PROCESSES FOR PUBLIC WORKS AND PERSONAL SERVICES, AND EMERGENCY PROCUREMENT OF PUBLIC WORKS AND CONSULTANT SERVICES

WHEREAS, the North Whidbey Pool, Park, and Recreation District ("District") is a park and recreation district formed pursuant to Chapter 36.69 RCW; and

WHEREAS, Chapter 39.04 RCW and other laws regarding contracting for public works by authorized local governments allow certain contracts to be awarded by a Small Works Roster process; and

WHEREAS, the District is authorized under Washington State law to utilize roster processes for eligible public works, consulting, and other professional services; and

WHEREAS, to implement a Small Works Roster and process, the District is required to adopt a resolution, establish reporting procedures that are publicly available, and commit to providing the most practicable opportunities for small businesses when using direct contracting; and

WHEREAS, to use direct contracting on occasion, the District is required to develop a Small Business Utilization Plan; and

WHEREAS, Chapter 39.80 RCW and other laws regarding contracting for consultant services by public agencies allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, no authority or guidance (statutory, Attorney General opinion, State Auditor's Office guidance, or otherwise) prohibits the District from adopting reasonable procurement thresholds and processes for public works and personal services; and

WHEREAS, the intent of the processes adopted herein is to award public works and consultant services projects in a manner that is transparent, fair, and in compliance with applicable law; and

WHEREAS, District processes, policies, and procedures remain subordinate to any applicable federal, state, and local laws.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT, ISLAND COUNTY, WASHINGTON, AS FOLLOWS:

Section 1: Repeal and Replace Resolution No. 2020-07.

Resolution No. 2020-07, which established a small public works roster process to award public works contracts and a consultant services roster for professional services, is hereby repealed and replaced by this Resolution.

Any prior District policy, procedure, or resolution inconsistent with this Resolution is superseded to the extent of any conflict.

Section 2: Small Works Roster.

The District hereby elects to use the statewide Small Works Roster established under RCW 39.04.151(2) and administered by the Municipal Research and Services Center of Washington ("MRSC").

The District adopts the following to use in managing procurement and awards of public works contracts using the statewide Small Works Roster as allowed by RCW 39.04.152.

The District will maintain policies and procedures (as attached and as may be separate) and templates for use of the Small Works Roster.

A. Small Works, as defined by RCW 39.04.152, are public works projects estimated to cost less than maximum dollar thresholds, excluding sales tax, for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property.

B. A Small Works Roster is a pre-established list of properly licensed contractors that are registered to do business and perform selected project types and (work) categories.

C. The Small Works Roster process is an alternative to formal competitive bidding (advertised sealed bids) and any other procurement methods permitted under Washington State law, including exemptions from competitive bidding requirements (*e.g.*, RCW 39.04.280).

D. Every Small Works Roster contract is subject to the same public works bidding, award, and compliance requirements of Chapter 39.04 RCW, unless specifically included in RCW 39.04.151–.154, this Resolution, or the incorporated policies or procedures.

E. Small Works Roster procurements will be facilitated by the District's procurement processes using MRSC's statewide Small Works Roster portal, except as may be used in the Small Works Roster direct contracting process under RCW 39.04.152(4).

F. Only those contractors registered with MRSC Rosters will be invited to bid on Small Works Roster projects.

G. Invitations for bid or direct contracting negotiations shall include an estimate of the scope and nature of the work to be performed, as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

H. Small Works Roster contracts will be awarded to a responsible contractor within the meaning of RCW 39.04.350 that submitted the lowest responsive bid, unless using direct contracting in which case a contract will be awarded to a responsible contractor submitting a competitive bid or negotiated bid.

I. The Executive Director or his/her designee may award Small Works Roster contracts estimated to cost up to $15,000, including sales tax, provided the expenditure is included in a Board-adopted budget or otherwise authorized by the Board of Commissioners and the contractor's selection is in accordance with applicable law and District policy. The Executive Director (or designee) shall document the basis for the selection of the contractor and report all such contracts awarded to the Board at the next regular meeting. Otherwise, the Board shall award all Small Works Roster contracts.

J. Small Works Roster bidding and award information will be entered by the District into the statewide Small Works Roster platform immediately upon conclusion of each Small Works Roster award.

K. Small Works Roster bidding and award data will be part of the District's procurement files and records, and all documents will be available for review with the District.

L. Annual Notification and Invitation. At least once per year, MRSC shall, on behalf of the District, publish in a newspaper of general circulation a notice of the existence of the Small Works Roster and invite contractors to register on the statewide Small Works Roster. Additionally, as required by RCW 39.04.151(1)(c), MRSC will notify the Office of Minority and Women's Business Enterprises (OMWBE) directory of certified firms and invite small businesses to apply to the roster.

M. MRSC shall add responsible contractors to the Small Works Roster at any time that a contractor completes the online application provided by MRSC and meets minimum State requirements for roster listing.

N. Direct Contracting. For Small Works projects estimated to cost less than the direct-contracting maximum dollar threshold, currently less than $150,000, excluding sales tax, the District may utilize the direct-contracting option authorized by RCW 39.04.152(4).

The District has developed additional policies and procedures for the use of direct contracting within the spirit and intent of the statute, which are attached and incorporated herein.

The District also delegates authority to oversee and manage the use of the statewide Small Works Roster to its Executive Director or his/her designee. As the delegated authority, the Executive Director (or designee) is responsible for developing and using all necessary policies, procedures, plans, templates, contracts, or forms in accordance with the applicable statutes and guidance provided by MRSC.

Further, the Executive Director (or designee) is responsible for developing and implementing the District's Small Business Utilization Plan and reporting annually on the utilization and improvements needed to the policy or contracting processes to meet or exceed the established goals for small business utilization through direct contracting opportunities.

The Executive Director (or designee) is also responsible for data collection and reporting on all activities, uses, and awards for Small Works Roster projects and for providing such information to MRSC, the State, or the public as required or requested.

Section 3: Consultant Services Roster.

The District adopts the use of the MRSC Rosters Consultant Roster (vendor list) for the procurement and award of consultant services.

A. **Consultant Services.** Consultant services can be (1) "personal services," such as technical expertise, studies, project management, planning, or similar, or (2) "architectural and engineering services" or "professional services" as defined by Chapter 39.80 RCW. For all services, the District reserves the right to procure using any other methods permitted under Washington State law, including methods other than formal sealed bidding as afforded under RCW 39.04.190.

B. **Soliciting to join the Consultant Roster.** MRSC Rosters, provided as part of its membership service, will publish twice per year, in a newspaper of general circulation within the District's county, a notice of the existence

of the Consultant Roster and solicit consultants to join on the District's behalf. (RCW 39.04.190(2))

C. **Procuring Consultants.** The District adopts the following as policies and procedures when contracting for consultant services:

1. **Personal Services.** Personal consultants, firms, and individuals that provide subject-matter expertise or services more intellectual in nature, such as studies, accounting, legal, project management, or similar, may be procured with a Request for Proposal (RFP) using the MRSC Consultant Roster for personal services estimated to cost up to $350,000. Selection should be based on the best value provided to the District and include scoring on the consultant's experience and expertise in the field or industry, the proposed approach to completing services, the capabilities of the consultant's staff, and the time and cost to complete the work.

2. **Professional Services.** Professional architectural and engineering services may be procured under the requirements of Chapter 39.80 RCW using the MRSC Consultant Roster with a Request for Qualification (RFQ) and/or Request for Proposal (RFP) with Qualifications. Selection criteria should clearly define the scope of services and the details on how the District will determine the most highly qualified professional (or firm), which may differ depending on District need. Further, selection criteria shall include a plan, as appropriate, to include minority and women-owned firms, small businesses, and veteran-owned firms to the maximum extent practicable. The final project scope and associated fee shall not be negotiated until the District selects the most highly qualified professional (or firm).

3. **Electronic Submissions**. The District establishes the following procedure for securing written proposals or submittals for consultant services.

    i. Unless otherwise adopted through establishment of an e-procurement tool, the District will use e-mail communications to request and receive submissions.

    ii. An RFQ or RFP shall be developed that will include, at a minimum, a description of the services needed, the time of performance, the scoring criteria with descriptions and relative weighting, the schedule with due dates, and any other relevant

information. Attached to each RFQ or RFP shall be the intended contract to be signed.

iii. A selection committee will be formed with at least three (3) staff and/or Board members to review and score the submissions. The selection committee will sign statements attesting they have no conflicts of interest in the matter and all proceedings will be confidential until award.

iv. A list of businesses will be pulled from the MRSC Rosters Consultant Roster under the category of need, and an e-mail request will be sent only to the businesses on that list.

v. Once submittals are received, the selection committee will review, score, and recommend award to the consultant that scored the highest.

vi. Records. The original request, responses, scoring, and award documentation will be kept in the District's records and will be available upon request.

4. **Award of Consultant Contracts.** The Board of Commissioners delegates to the Executive Director or his/her designee the authority to award contracts for consultant services recommended by the selection committee and estimated to cost up to $15,000, provided the expenditure is included in a Board-adopted budget or otherwise authorized by the Board. The Executive Director (or designee) shall document the basis for the selection of the consultant and report all such contracts awarded to the Board at the next regular meeting. Award by the Board is otherwise required.

D. **Posting of Awards.** All consultant services contract awards will be posted to the District's website at least every other month. (RCW 39.04.200)

Section 4: Competitive Process for Public Works Contracts.

The District adopts the following to use in managing procurement and awards of public works contracts as set forth below.

A. "Public Work," as defined by RCW 39.04.010(5), means all work, construction, alteration, repair, or improvement other than ordinary maintenance executed at the cost of the District or which is by law a lien or charge on any property therein.

B. Chapter 36.69 RCW does not establish any bid thresholds or competition requirements for park and recreation districts. Consistent with guidance from the Washington State Auditor's Office and MRSC, the District hereby establishes a competitive-procurement process for public works contracts. This process supplements procurement methods and requirements established by applicable state law.

C. The District is committed to procuring public works in a manner that promotes competition, responsible stewardship of public funds, and public trust in its contracting practices. Contracts should be awarded to the lowest-priced quote unless there is a reasonable basis for a different award. When applicable law prescribes the standard for contractor selection, that standard shall apply.

D. Unless the District elects to use the Small Works Roster process, formal competitive bidding (advertised sealed bids), or another procurement method authorized by law, the District shall apply the following procedures:

1. For public works estimated to cost up to $15,000, including sales tax:

   i. Three (3) verbal quotes, when feasible,* that are documented in writing by District staff, including the contractor's name and contact information, a description of the work to be performed, project schedule, the date of the quote, and the quoted amount; and

   ii. Award may be made by the Executive Director or his/her designee, provided the expenditure is included in a Board-adopted budget or otherwise authorized by the Board of Commissioners and the contractor selected submitted the lowest-priced quote. The Executive Director (or designee) shall document the basis for the selection of the contractor and report all such contracts awarded to the Board at the next regular meeting. Award by the Board is otherwise required, including when the Executive Director (or designee) recommends award to a contractor that did not submit the lowest-priced quote.

   iii. * If three (3) verbal quotes cannot be reasonably obtained, staff shall document why.

2. For public works estimated to cost $15,001–$40,000, including sales tax:

i. Three (3) written quotes, when feasible;* and

ii. Award by the Board of Commissioners.

iii. * If three (3) written quotes cannot be reasonably obtained, staff shall document why.

3. For public works estimated to cost more than $40,000, including sales tax:

i. Small Works Roster process, if the estimated cost does not exceed the maximum dollar thresholds set forth in RCW 39.04.152; or

ii. Formal competitive bidding (advertised sealed bids) and award by the Board of Commissioners.

E. Public works projects shall not be broken into separate phases or individual projects to avoid compliance with the monetary thresholds or competition requirements described above.

F. Public works contracts, including maintenance when performed by contract, shall comply with the prevailing wage requirements of Chapter 39.12 RCW (Prevailing Wages on Public Works), regardless of contract amount. District staff shall obtain the required compliance documentation prior to making any payments on the contract and prior to releasing any retainage as required by RCW 39.12.040.

G. Public works contracts may be entered into only with responsible bidders as defined by RCW 39.04.350. District staff shall verify the bidder meets the mandatory criteria.

H. Public works contracts, including contracted maintenance, shall comply with applicable bonding requirements of Chapter 39.08 RCW (Contractor's Bond). For contracts of $150,000 or less, including sales tax, at the option of the contractor, the District may, in lieu of a performance and payment bond, retain 10% of the contract amount as permitted by RCW 39.08.010(3).

I. Public works contracts, including contracted maintenance, that constitute "public improvement contracts" shall comply with applicable retainage requirements of Chapter 60.28 RCW (Lien for Labor, Materials, Taxes on Public Works). The District will withhold as contract retainage up to 5% of the amounts earned by the contractor, not including sales tax.

Alternatively, a contractor may submit a retainage bond for all or part of the retained amount as authorized by RCW 60.28.011.

J. Public works contracts shall comply with any applicable requirements of federal, state, or local law.

The District also delegates authority to oversee and manage public works contracts to its Executive Director or his/her designee. As the delegated authority, the Executive Director (or designee) is responsible for developing and using all necessary policies, procedures, plans, templates, contracts, or forms in accordance with applicable statutes and guidance provided by MRSC.

Section 5: Competitive Process for Personal Services.

The District adopts the following to use in managing procurement and awards of personal services as set forth below.

A. As used in this Section, “personal services” has the same meaning as described in Section 3 above.

B. State statutes and other guidance do not establish specific bid limits or competition requirements for the procurement of personal services by park and recreation districts formed under Chapter 36.69 RCW. Consistent with guidance from MRSC, the District hereby establishes a competitive-procurement process for personal services. This process supplements the Consultant Services Roster process, formal sealed bidding, or any other procurement methods authorized under Washington State law.

C. The District recognizes that competition can help achieve the best value for the public and promote trust in its contracting practices. When quotes or proposals are obtained, selection shall be based on which consultant provides the best value to the District considering, as applicable, the consultant’s qualifications, experience, expertise, ability to meet the District’s needs, past performance, availability, cost, and other relevant criteria.

D. Unless the District elects to use the Consultant Services Roster process, formal sealed bidding, or another procurement method authorized by law, the District shall apply the following procedures:

    i. For personal services estimated to cost up to $5,000, award may be made by the Executive Director or his/her designee, provided the expenditure is included in a Board-adopted budget or otherwise authorized by the Board of Commissioners and the Executive Director (or designee) determines that the consultant is qualified to

perform the services and the proposed cost is reasonable in relation to the nature, scope, and complexity of the services. The Executive Director (or designee) shall document the basis for that determination and report all such awards to the Board at the next regular meeting. Except as outlined below, award by the Board is otherwise required.

ii. For personal services estimated to cost $5,001–$15,000:

    1. Three (3) verbal quotes, when feasible,* that are documented in writing by District staff, including the consultant's name, contact information, qualifications, experience, past performance, and availability; a description of the work to be performed; the date of the quote; and the quoted amount; and

    2. Award may be made by the Executive Director or his/her designee, provided the expenditure is included in a Board-adopted budget or otherwise authorized by the Board of Commissioners and the Executive Director (or designee) selects the consultant that provides the best value to the District based on the criteria above (Section 5.C). The Executive Director (or designee) shall document the basis for the selection of the consultant and report all such awards to the Board at the next regular meeting. Award by the Board is otherwise required.

    3. * If three (3) verbal quotes cannot be reasonably obtained, staff shall document why.

iii. For personal services estimated to cost $15,001–$40,000:

    1. Three (3) written quotes or proposals, when feasible;* and

    2. Award by the Board of Commissioners.

    3. * If three (3) written quotes or proposals cannot be reasonably obtained, staff shall document why.

iv. For personal services estimated to cost $40,001–$350,000:

    1. The Consultant Services Roster process; or

    2. Formal sealed bidding and award by the Board of Commissioners.

v. For personal services estimated to cost more than $350,000: formal sealed bidding and award by the Board of Commissioners.

vi. After the initial award, the District may engage a consultant for additional services without seeking competitive quotes when, as applicable, continuity, familiarity with the District or subject matter, specialized knowledge, efficiency, availability, cost, past performance, or other relevant factors reasonably justify continued use of the consultant without renewed competition.

    The Executive Director or his/her designee may authorize each such additional engagement, provided the estimated cost of that additional engagement does not exceed $15,000, the expenditure is included in a Board-adopted budget or otherwise authorized by the Board of Commissioners, and the Executive Director (or designee) determines continued use of the consultant is reasonably justified based on the factors above. The Executive Director (or designee) shall document the basis for that determination and report all such additional engagements to the Board at the next regular meeting. Authorization by the Board is otherwise required.

vii. Personal services shall not be broken into separate phases or individual projects to avoid compliance with the monetary thresholds or competition requirements described above. This restriction does not apply to distinct projects or engagements with the same consultant, provided the projects or engagements were not separated to avoid the applicable monetary thresholds or competition requirements.

viii. This competitive process does not apply to the selection of outside legal counsel to represent the District in litigation, reasonably anticipated litigation, administrative proceedings, or other contested matters or to experts, consultants, investigators, mediators, arbitrators, or similar professionals retained in connection with such matters. This competitive process also does not apply to the selection of legal counsel or another professional if the selection is made by, or subject to the approval of, any insurer or risk pool in connection with a claim or potential claim.

The District also delegates authority to oversee and manage the procurement of personal services to its Executive Director or his/her designee. As the delegated authority, the Executive Director (or designee) is responsible for developing and using

all necessary policies, procedures, plans, templates, contracts, or forms in accordance with any applicable statutes and guidance provided by MRSC.

Section 6: Emergency Exception to Competitive Bidding for Public Works.

RCW 39.04.280 provides an exception to competitive bidding requirements for public works in the event of an emergency.

“Emergency,” as defined by RCW 39.04.280(3), means unforeseen circumstances beyond the control of the District that: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

The Board designates the Executive Director or his/her designee to act in the event of an emergency.

If an emergency exists, the Executive Director (or designee) may declare that an emergency exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the District to address the emergency, provided the aggregate estimated cost does not exceed $20,000, including sales tax. The Executive Director (or designee) shall report all such awards to the Board Chair as soon as possible and to the Board of Commissioners with sufficient time for the Board to satisfy the deadline for making the written finding discussed below. Award by the Board is otherwise required.

If a contract is awarded without competitive bidding due to an emergency, the Board shall, no later than two (2) weeks following the award of the contract, adopt and duly enter of record a resolution making a written finding of the existence of the emergency.

Notwithstanding the waiver from competitive bidding requirements, all public works contracts awarded under this Section must comply with any applicable requirements of Chapter 39.04 RCW (Public Works), Chapter 39.12 RCW (Prevailing Wages on Public Works), Chapter 39.08 RCW (Contractor’s Bond), Chapter 60.28 RCW (Lien for Labor, Materials, Taxes on Public Works), District contracting requirements that have not been waived under this Section, and any other applicable federal, state, or local requirements.

Nothing in this Section shall be construed to prohibit the District from using any other exemption from competitive bidding requirements authorized under Washington State law.

Section 7: Emergency Exception to Chapter 39.80 RCW for Professional Services.

As used in this Section, “professional services” has the same meaning as described in Section 3 above and includes architectural and engineering services.

RCW 39.80.060 provides an exception from the requirements of Chapter 39.80 RCW when the contracting authority makes a finding that an emergency requires the immediate execution of professional services.

If the Board of Commissioners makes a written finding that an emergency exists that requires the immediate execution of professional services, the requirements of Chapter 39.80 RCW shall not apply to the procurement of professional services necessary to address the emergency.

Following such a finding by the Board of Commissioners, the Executive Director or his/her designee may award contracts for such professional services, provided the aggregate estimated cost does not exceed $20,000. The Executive Director (or designee) shall report all such awards to the Board Chair as soon as possible and to the Board at the next meeting. Award by the Board is otherwise required.

Nothing in this Section shall be construed to relieve the District from complying with any applicable law limiting emergency expenditures or any applicable federal, state, or local requirements.

Section 8: Emergency Procurement of Personal Services.

As used in this Section, “personal services” has the same meaning as described in Section 3 above.

“Emergency” means unforeseen circumstances beyond the control of the District that: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

The Board designates the Executive Director or his/her designee to act in the event of an emergency.

If an emergency exists, the Executive Director (or designee) may declare in writing that an emergency exists, after which the procurement procedures otherwise required by this Resolution shall not apply to personal services necessary to address the emergency.

Following such a declaration by the Executive Director (or designee), the Executive Director (or designee) may award such personal services, provided the aggregate estimated cost does not exceed $20,000. The Executive Director (or designee) shall report all such awards to the Board Chair as soon as possible and to the Board of Commissioners at the next meeting. Award by the Board is otherwise required.

Nothing in this Section shall be construed to relieve the District from complying with any applicable federal, state, or local requirements.

Section 9: Board and Administrative Authority.

Nothing in this Resolution expands the purchasing or contracting authority of any District employee beyond the authority granted by Washington law, the Board of Commissioners, this Resolution, or District policy. And nothing in this Resolution modifies any requirements of Chapter 36.69 RCW for Board approval or Board action.

The Executive Director is authorized to administer this Resolution and develop additional administrative procedures, checklists, forms, and internal controls necessary for compliance.

Any project or contract requiring Board approval under other District policy shall continue to be presented to the Board for approval.

Section 10: Compliance With Changes in Law.

This Resolution is intended to comply with current law.

If any provision of this Resolution conflicts with current or subsequently enacted law or regulation, the applicable legal requirement shall control.

The District shall periodically review its procedures and update administrative practices as necessary to remain consistent with the law and MRSC Rosters requirements.

Section 11: Severability.

If any section, subsection, sentence, clause, or provision of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 12: Effective Date.

This Resolution shall become effective immediately upon adoption.

ADOPTED by the Board of Commissioners of the North Whidbey Pool, Park, and Recreation District at a regular meeting held this _____ day of _____ 2026.

Dated: November 19, 2026

_____	_____
Brit Kraner, Commissioner	Melissa Hartmann, Commissioner
_____	_____
William "Bill" Larsen, Chair	David Guy, Commissioner

_____

Jaemee Rozz Witmer, Commissioner

SMALL WORKS ROSTER PROCESS POLICIES AND PROCEDURES

1. Scoping and Estimating

Before selecting a Small Works Roster procurement method, the District shall define the scope of the project, including the nature of the work and the project's needs and requirements, and prepare a reasonable estimate of the anticipated cost of the complete small works project.

Sales tax shall be excluded when determining whether a project falls under the maximum dollar thresholds for the Small Works Roster process, including direct contracting.

The District shall not break a project into units or phases for the purpose of avoiding the maximum dollar thresholds for the Small Works Roster process, including direct contracting.

2. Competitive-Bidding Small Works Roster Process

When the District determines that competitive bidding is the appropriate procurement process, the District shall prepare a solicitation document (*e.g.*, invitation to bid) that includes, at a minimum, the nature of the work to be performed, the materials and equipment to be furnished, an estimate of the cost of the work, and the submission requirements and deadline. The District may include supplemental bidder responsibility criteria as appropriate.

The District shall generate and utilize the applicable project-specific roster and e-mail the invitation to bid to all contractors listed on the project-specific roster as required by RCW 39.04.152(4)(a)(ii).

Once the District has received bids as outlined in the invitation to bid and the submission deadline has passed, the District shall open and document all bids.

The District shall determine the lowest responsive bid from a responsible bidder and confirm that the bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350 and any supplemental criteria before awarding the project. Such verification shall be documented and maintained in the project file.

The District shall award the contract to the responsible bidder submitting the lowest responsive bid and then follow the same process for executing any public works contract.

After procurement and the award is complete, bid and award data must be manually entered into MRSC Rosters, where it will be publicly available.

3. Direct Contracting

The District retains the discretion to use the competitive-bidding Small Works Roster process for a project eligible for direct contracting when it's determined that competition would better serve the District.

When the District determines that direct contracting is the appropriate procurement process, the maximum project cost estimate cannot exceed $135,000 to account for inclusions and exclusions. The project's estimated cost is assumed to include any change orders and exclude sales tax.

Staff must review the Small Business Utilization Plan to understand if the project type and/or (work) category has been identified as a small business opportunity.

The District shall prepare a solicitation document (*e.g.*, invitation to direct contract/negotiate) that includes, at a minimum, the nature of the work to be performed, the materials and equipment to be furnished, an estimate for the cost of the work, and the submission requirements and deadline, as well as the District's negotiation process and documentation requirements. The District may include supplemental bidder responsibility criteria as appropriate.

The District shall generate the applicable project-specific roster and assess certified/small contractors versus non-certified contractors.

The District shall apply rotation as described below.

4. Direct-Contracting Rotation

It is the District's policy not to favor contractors by repeatedly awarding contracts to the same contractor without documented attempts to rotate.

It is the District's policy to equitably distribute contracting opportunities to small businesses that are registered on the Small Works Roster and, as feasible, not award to the same contractor twice in a row.

When using direct contracting, staff will endeavor to exercise the option to direct contract with small, women, minority, and veteran-owned firms registered on the Small Works Roster as allowed under RCW 39.04.152(4)(b).

When using direct contracting, the District will rotate or attempt to rotate in all cases. Staff will document the process and rotation applied, with the goal that a different contractor than the last contracted for similar work is provided the opportunity to direct contract.

Six or more Small Businesses

If the project-specific roster contains six (6) or more Small Businesses, rotation must be applied to those Small Businesses, and the District must contract with one of the Small Businesses.

Rotation Process: Rotation is applied by reviewing the date of the last contract with businesses on the project-specific roster in the order they appear. If the last contracted date is within a 12-month period, the next business on the project-specific roster is reviewed. This review approach is to continue until a business that has not been contracted with in the last 12-month period is identified.

Once the next available/rotated contractor is identified, staff will verify, as much as possible, that the contractor appears to be a responsible bidder as defined by RCW 39.04.350. If verified, that contractor is sent the solicitation document.

Five or fewer Small Businesses

If the project-specific roster contains five (5) or fewer Small Businesses, the District is not required to contract with a Small Business. Rotation must be applied to all businesses within the project-specific roster.

The Rotation Process described above is applied.

Once the next available/rotated contractor is identified, staff will verify, as much as possible, that the contractor appears to be a responsible bidder as defined by RCW 39.04.350. If verified, that contractor is sent the solicitation document.

No Small Businesses

If there are no Small Businesses listed on the project-specific roster, rotation is applied to all businesses as described above.

Once the next available/rotated contractor is identified, staff will verify, as much as possible, that the contractor appears to be a responsible bidder as defined by RCW 39.04.350. If verified, that contractor is sent the solicitation document.

One Business

If there is only one business on the project-specific roster, rotation is not practicable. Documentation will include the project-specific roster to demonstrate the single contractor.

Once the contractor is identified, staff will verify, as much as possible, that the contractor appears to be a responsible bidder as defined by RCW 39.04.350. If verified, that contractor is sent the solicitation document.

Rotation Documentation

Staff shall document the process and approach used to rotate through businesses on a project-specific roster. Documentation should, at a minimum, include printing the project-specific roster and noting each business considered through review of the "last contracted" date and reference to the Small Business Utilization Plan.

Confirmation that the contractor meets the mandatory bidder responsibility criteria in RCW 39.04.350 and any supplemental criteria shall also be documented and maintained in the project file.

Multiple Procurements in the Same Project Type and (Work) Category

Staff are encouraged to use the same project-specific roster and rotate starting at the bottom of the list when procurements for the same Project Type and (Work) Category in a 12-month period are anticipated (*i.e.*, start at the bottom of the list and work up). This approach provides the maximum practicable opportunities to rotate through the same list of contractors and equitably distribute work among all Small Businesses registered in a project type and (work) category (*e.g.*, three different roofers are selected for three roof replacements in a 12-month period).

5. Direct-Contracting Invitation

Direct contracting will be conducted using District e-mail only. Only one contractor will be invited to direct contract at a time.

Using District e-mail, notify the selected contractor that they are the next rotated business and give them one business day based on the time the e-mail was sent to agree or decline the opportunity. The e-mail should include the solicitation document, as well as the project type, (work) category, anticipated timeframe for completion, and submission deadline for any bid.

Should the contractor decline or not respond within the time given, document the outcome and move to the next rotated contractor.

Notify only the next rotated contractor on the project-specific roster of the invitation as described above.

Should the contractor request a site walk or the opportunity to ask questions, the request should be accommodated similar to the process for any public works contract.

6. Direct-Contracting Negotiation

Direct Contracting Without Negotiation

A bid submitted within the stated estimate should be accepted without negotiation. Only if a bid amount is not acceptable or if the contractor requests negotiations should negotiation be used.

Negotiating to Determine the Award Amount

“Negotiation” is the term used to indicate a process to be followed when an award amount needs to be established that is different from a bid amount or a potential bid amount.

Intent

The direct contracting “negotiation” process is intended to build the capacity of small contractors by affording the contractor one-on-one conversation with the District to prepare a bid without the pressure of competition. It is not intended to be a process to “haggle” or “lower” a bid price. The intent is to build a “pathway to being a prime.”

Method

Method 1: Contractor-Initiated Negotiations

The bidder requests “negotiations” by submitting questions/clarifications as specified in the solicitation document. Staff will respond as appropriate and issue an addendum that memorializes the new agreed terms, schedule, price, etc. The bidder proceeds to submit a bid or revised bid that becomes part of the contract. Staff shall document this process and save such documentation in the project file.

Method 2: District-Initiated Negotiations

The bid shall be separated into specific line items for labor and materials. Upon request, the contractor shall show their unit pricing for each line item. Staff may request “negotiations” on any line item by “countering” the bid submitted with questions, clarifications, alternatives, or similar. Once this negotiation is completed, the bidder proceeds to submit a revised bid that becomes part of the contract. Staff shall document this process and save such documentation in the project file.

Bid Breakdown

It is the policy of the District to review all bids received through direct contracting at a line-by-line level to help the small business carefully and accurately build a bid. As such, all direct contracting processes will include a review of the bid-item breakdown and/or schedule of values with the award request.

Failure to Reach an Agreed Award Amount

Although rare, there may be occasion where an award amount cannot be agreed upon. If such occurs, staff will notify the contractor that the “negotiation process” is terminated and provide two business days (protest period) before contacting the next rotated contractor from the project-specific roster. Should a negotiation process be terminated, staff will document the rationale and save it in the project file.

Allowable rationales for terminating direct contract negotiations consist of one or more of the following:

1. Scope. Agreement cannot be reached on the scope of work.
2. Schedule. Agreement cannot be reached on the schedule.
3. Price. The District may decline a bid that is 15% or more over its estimate and contact the next rotated contractor once. If the District and the next rotated contractor cannot agree on a price, the District must competitively bid the work or restart direct contracting the next calendar year after reassessing its estimate and/or budget.
4. Budget.* After confirmation of scope, schedule, and some cost verification, the budget is determined to be insufficient.

*If the budget/estimate is confirmed to be insufficient for the project, the solicitation is to be cancelled and reassessed. Staff is not allowed to rotate to the next available contractor to try to renegotiate with the next contractor. This will be considered “haggling” or bid shopping and is not permitted.

Rotated Contractor Declines to Negotiate

If the rotated contractor declines to negotiate, staff will first attempt to negotiate with the next rotated contractor. If all rotated contractors decline to negotiate, the District can elect to revert the solicitation to another procurement method or cancel the solicitation altogether. Staff are encouraged to ask contractors that decline for the reason.

7. Direct-Contracting Awarding

Except as provided herein, awarding a direct contract is the same as awarding a contract that is competitively bid through the Small Works Roster process. The successful contractor will be sent a notice of award and requests for bonding and insurance per the contract.

8. Direct-Contracting Notification to Small Businesses

At the conclusion of the award process, staff must notify all Small Businesses on the project-specific roster of the selection, including the basis of rotation as documented.

9. Direct-Contracting Posting of Data

At the conclusion of the award process and after notification to Small Businesses on the project-specific roster has been issued, direct contracting and award data must be manually entered into MRSC Rosters. This includes all contractors on the project-specific roster and the rotation order.

10. Small Business Utilization Plan

When using direct contracting, it is the District's policy not to favor contractors by repeatedly awarding contracts without documented attempts to negotiate with others. This plan is intended to help increase the likelihood of Small Works Roster awards going to a broad range of Small Businesses. Staff shall reference this plan as they solicit and negotiate using direct contracting.

Transparency

This plan will be assessed and posted annually by the District. The achieved utilization will be publicly reported https://nwpprd.org/doing-business-with-us.

Goal

The District's goal is to award small and diverse businesses [half (50%)] of all small works projects, when feasible and practical, considering the District's geographic location and availability of qualified contractors.

Projects Anticipated for 2026	Target Small Business Awards
2	1

Project Type	(Work) Category	Small Business
Facilities	Plumbing Replacement	x
Facilities	Tile Replacement	

Sample Annual Utilization Reporting

The District achieved __% utilization of small business for the prior year as follows:

Project Name	Project Type	(Work) Category	Small Business

Details of each award are available through the District's Executive Director.

Plan evaluation and improvements

- Project identification/planning:

- Rating:
- Discussion:

- Business identification:
  - Rating:
  - Discussion:
- Business engagement:
  - Rating:
  - Discussion:
- Process review:
  - Rating:
  - Discussion:

Overall evaluation:

11. Prevailing Wage

All District public works projects shall comply with applicable Washington State prevailing-wage requirements.

Contractors and subcontractors shall comply with applicable requirements regarding prevailing wages, Intents to Pay Prevailing Wages, Affidavits of Wages Paid, certified payroll, and other requirements administered by the Washington State Department of Labor & Industries.

12. Bonds and Retainage

Performance and payment bonds and retainage shall be administered in accordance with Chapter 39.08 RCW and Chapter 60.28 RCW and any other applicable Washington State requirements.

Where Washington State law permits the District to waive, reduce, or utilize an alternative to otherwise applicable bond or retainage requirements, the District may exercise that authority when determined appropriate and in the District's best interest.

Any waiver, reduction, or alternative shall be documented in the project file.

13. Written Contract Documentation

Projects awarded through the Small Works Roster process shall be documented through an appropriate written agreement, purchase order, Small Works contract, or other District-approved contracting document.

The documentation shall address, as applicable:

- Scope of work;
- Contract price;
- Project schedule;
- Payment terms;
- Prevailing-wage requirements;
- Insurance;
- Bonds and retainage;
- Change-order procedures;
- Contractor responsibilities;
- Permits and inspections;
- Project completion and acceptance; and
- Other requirements for the work.

14. Change Orders

Changes to the scope or cost of a Small Works Roster project shall be documented and approved in accordance with District purchasing and contracting authority.

Change orders shall not be used to circumvent procurement requirements or substantially change the nature of the project originally awarded.

The District shall review proposed change orders to determine whether the additional work is outside the original contracted scope and whether the proposed cost is reasonable.

15. Records and Annual Reporting

The District shall maintain appropriate records of Small Works Roster procurements, including project estimates, project-specific rosters, bids, contractor selection, notifications, negotiations, responsibility verification, contracts, prevailing-wage

documentation, bonds, retainage, change orders, payments, and project-acceptance documentation.

After an award, bid quotations obtained shall be recorded, publicly available, and available by request.

12.h. New Business Item: Plumbing and Tile Small Works Project-Contract Approval

Meeting Date: 11.19.2026
Presented By: ED Cochran

- Under the proposed Direct Contracting Resolution and applicable legislation, the Board of Commissioners is responsible for awarding public works contracts.
- I have already sent invitations to bid to two contractors: one for the locker room tile work and one for the plumbing work.
- Both contractors received draft contracts based on our attorney's template, modified to reflect their respective scopes of work. I made it clear that these were drafts provided for informational purposes. They are included in this packet.
- I have discussed these projects extensively with the former Program Committee, which is familiar with the scope of work and anticipated improvements.
- Once the bids are received, the Business Manager, Maintenance Manager, and I will review them for pricing, scope, contractor qualifications, and compliance with applicable procurement requirements.
- If the bids are acceptable, I will update the draft contracts and forward them to our attorney for final review and revisions.
- Once finalized, I will provide the contracts to the contractors for their review and signature.
- My goal is to have the signed contracts ready for this Thursday's Board meeting so the Board can consider awarding the contracts and authorizing me to execute them on behalf of the District.
- I have also discussed the possibility of delays with the Board Chair. If the contracts are not ready for Thursday's meeting, the Chair has indicated a willingness to hold a special meeting as soon as they are finalized to avoid unnecessary delays.
- The recommended motion below is provided in the event the contracts are finalized and ready for Board consideration at this meeting.

Recommended Motion: I move to award the locker room tile and plumbing contracts to the selected contractors in the amounts presented and authorize the Executive Director to execute the contracts on behalf of the District.

JVMP TILE REPLACEMENT PROJECT
PUBLIC WORKS CONTRACT

This CONTRACT is entered into in duplicate originals between North Whidbey Pool, Park, and Recreation District, a municipal corporation, having its principal office at 85 SE Jerome Street, Oak Harbor, Washington 98277, hereinafter called the "District," and _____Company & Address_____, hereinafter called the "Contractor."

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor (each a "Party" and collectively, the "Parties") agree as follows:

SECTION 1. DURATION OF CONTRACT

The term of this Contract shall commence on the latest date on which the parties affix their signatures below (the "Effective Date").

The Contractor shall substantially complete all Work required under this Contract within a period of _____ working days from the Start Date mutually agreed to by the parties and stated in the written Notice to Proceed referenced in Section 7.

Completion and closeout of this Contract shall occur within _____ working days after timely Substantial Completion, except as otherwise provided herein.

The Contractor acknowledges that portions of the Work must be coordinated with plumbing work being performed under a separate contract with the District. The Contractor shall reasonably coordinate its schedule with the District and the District's plumbing contractor as provided in Attachment A.

Time is of the essence with respect to the Contractor's performance of the Work and each obligation for which a time for performance is stated in the Contract Documents.

SECTION 2. DESCRIPTION OF THE WORK

a. The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, disposal, and other services specifically identified in the Project Documents and necessary to complete the demolition, backer, tile, and grout portions of the renovation of the men's and women's locker room shower areas at the John Vanderzicht Memorial Pool, 85 SE Jerome Street, Oak Harbor, Washington 98277, in accordance with the Scope of Work attached hereto as Attachment A and incorporated herein by this reference ("Work").

b. The Contractor shall perform all Work and furnish and pay for all materials, equipment, labor, and other items specifically required by the Project Documents, including, but not limited to, the Scope of Work, Contractor's proposal, drawings, specifications, addenda, and applicable written changes. A list of documents considered Project Documents is attached hereto as Attachment B.

c. Plumbing and replumbing of the men's and women's showers is being performed by a separate plumbing contractor under contract with the District and is expressly excluded from the Contractor's Scope of Work and Contract Amount.

d. The Contractor shall reasonably coordinate its Work with the District and the District's plumbing contractor so that demolition, plumbing, inspections, backer installation, tile installation, grouting, and completion activities occur in the appropriate sequence.

e. The Contractor shall complete the Work in a professional and workmanlike manner and in accordance with the schedule agreed upon by the parties.

f. The Contractor shall coordinate its activities with the District to minimize disruption to pool operations and shall maintain a safe and secure work area throughout the project.

g. The Contractor shall protect existing portions of the facility that are not included in the renovation and shall be responsible for repairing damage caused by the Contractor, its employees, agents, subcontractors, or equipment.

h. During the progress of the Work, the Contractor shall confer with the District as necessary and shall provide status reports, schedules, and other information reasonably requested by the District.

SECTION 3. CONTRACT AMOUNT

The District agrees to pay the Contractor the total amount of $ Contracted Amount (the "Contract Amount"), including applicable Washington State sales tax, in accordance with the Contractor's accepted proposal and subject to the terms and conditions of this Contract.

The Contract Amount constitutes full compensation for all Work required of Contractor under the Contract Documents. The Contract Amount expressly excludes plumbing and replumbing work to be performed under a separate contract between the District and its plumbing contractor.

The Contract Amount includes all costs incurred by the Contractor in performing the Work described in the Contract and Project Documents, including the cost of any required performance and payment bond if the Contractor elects to provide a bond.

Contractor shall have no entitlement to compensation in excess of the Contract Amount, or to an extension of Contract time, unless such adjustment is authorized in advance by a written Change Order executed in accordance with Section 11. Oral directions, field discussions, or knowledge of the District shall not constitute authorization for additional compensation or time.

SECTION 4. PREVAILING WAGE

a. Pursuant to Chapter 39.12 RCW and Chapter 296-127 WAC, the Contractor shall pay not less than the applicable prevailing rate of wage to its employees performing Work under this Contract and shall provide documentation to the District demonstrating compliance with prevailing wage requirements.

b. The Contractor and each subcontractor shall submit all required Statements of Intent to Pay Prevailing Wages and obtain all approvals required by the Washington State Department of Labor & Industries before beginning Work.

c. Upon completion of the Work, the Contractor and each subcontractor shall submit all required Affidavits of Wages Paid and obtain required approvals before final payment and release of retainage.

d. The Contractor is responsible for fees associated with prevailing wage documentation and for ensuring that its subcontractors comply with applicable prevailing wage requirements.

SECTION 5. PAYMENT AND CONTRACT RETAINAGE

a. Invoices and Payment

At monthly intervals, unless otherwise determined by the District, the Contractor shall submit an itemized invoice or billing statement for Work satisfactorily completed. The District shall review invoices and make payment in accordance with applicable Washington law and the terms of this Contract.

b. Five Percent Contract Retainage

Pursuant to Chapter 60.28 RCW, the District shall reserve five percent (5%) of the money earned by the Contractor as contract retainage.

The retained amount shall serve as a trust fund for the protection and payment of claims arising under the Contract and applicable taxes, increases, and penalties as provided by Washington law.

The five percent (5%) contract retainage is separate from the ten percent (10%) security that may be retained in lieu of a performance and payment bond under Section 6.

c. Contractor's Retainage Option

Retained funds shall be handled in accordance with Chapter 60.28 RCW. The Contractor may exercise any option available to it under applicable Washington law concerning the manner in which contract retainage is held or secured.

d. Payment Does Not Constitute Acceptance

No progress payment, final payment, inspection, use, occupancy, or other act or omission of the District shall constitute acceptance of defective, incomplete, or nonconforming Work, or operate as a waiver of any requirement of the Contract Documents.

e. Withholding Payment

If the Contractor fails to perform a substantial obligation under this Contract and fails to cure the failure within ten (10) working days following written notice from the District, the District may withhold amounts otherwise due until the failure is cured or otherwise resolved.

f. Unauthorized Work

No payment shall be made for Work outside the Scope of Work unless the additional Work has been authorized in advance through a written Change Order in accordance with Section 11.

SECTION 6. PERFORMANCE AND PAYMENT BOND

a. Performance and Payment Bond

Pursuant to Chapter 39.08 RCW, the Contractor shall furnish a performance and payment bond covering the Contract Amount. The bond shall be conditioned upon the Contractor's faithful performance of the Contract and payment of laborers, mechanics, subcontractors, material suppliers, and other persons or obligations protected under Chapter 39.08 RCW. The bond shall cover the original Contract Amount and approved Change Orders as required by applicable law. The Contractor shall provide the required bond before the District issues the Notice to Proceed.

b. Contractor's Option to Request 10% Retainage in Lieu of Bond

Because the Contract Amount is $150,000 or less, pursuant to RCW 39.08.010(3), the Contractor may elect to have the District retain ten percent (10%) of the Contract Amount in lieu of furnishing the performance and payment bond.

If the Contractor elects this option, the District shall retain ten percent (10%) of the Contract Amount for the period required by RCW 39.08.010 and until applicable statutory requirements for release have been satisfied.

For the original Contract Amount of $75,973.94, ten percent (10%) equals $ Enter Amount. The amount shall be adjusted if the Contract Amount changes through an approved Change Order.

c. Contractor Election

The Contractor shall select one of the following options before execution of the Contract:

☐ PERFORMANCE AND PAYMENT BOND

Contractor will furnish the performance and payment bond required by Chapter 39.08 RCW. The cost of obtaining the required bond is included in the Contract Amount of $ Contracted Amount, and no additional compensation will be paid by the District for obtaining the bond.

OR

☐ 10% RETAINAGE IN LIEU OF BOND

Pursuant to RCW 39.08.010(3), Contractor elects to have the District retain ten percent (10%) of the Contract Amount in lieu of furnishing a performance and payment bond.

Contractor Initials: _____ Date: _____

d. Relationship to Contract Retainage

The ten percent (10%) retained under this Section, if elected by the Contractor, serves as security in lieu of the performance and payment bond pursuant to RCW 39.08.010(3). Contract retainage under Section 5 shall be administered in accordance with Chapter 60.28 RCW and other applicable Washington law.

e. Release

The District shall release retained funds in accordance with applicable Washington law and only after required prevailing wage documentation, agency releases, lien requirements, and other applicable public works closeout requirements have been satisfied.

SECTION 7. NOTICE TO PROCEED AND SUBSTANTIAL COMPLETION

The District shall issue a written Notice to Proceed after execution of this Contract and receipt of all required documents, including, as applicable:

- Performance and Payment Bond or Contractor's written election of 10% retainage in lieu of bond;
- Certificates of Insurance;
- Additional Insured Endorsements;
- Approved Statement of Intent to Pay Prevailing Wages; and
- Other documentation required by this Contract or applicable law.

The Notice to Proceed shall establish the date upon which Work shall commence ("Start Date"). The Contractor shall not begin Work before receiving the written Notice to Proceed.

Upon completion of the Work, the Contractor shall notify the District that the project is ready for inspection. The District and Contractor shall conduct a project walkthrough. The District may prepare a punch list identifying incomplete, defective, damaged, or nonconforming Work.

Substantial Completion shall occur when the Contractor's Work is sufficiently complete for its intended purpose and does not prevent the District from placing the renovated shower areas into service following completion of work by other contractors.

SECTION 8. CONTRACT REPRESENTATIVES

Each party shall designate a Contract Representative. Either party may change its representative by providing written notice to the other party.

District's Contract Representative

Name: Jay Cochran
Title: Executive Director
Organization: North Whidbey Pool, Park, and Recreation District
Address: 85 SE Jerome Street, Oak Harbor, WA 98277
Phone: 360-842-8005
Email: jcochran@nwpprd.org

Contractor's Contract Representative

Name:TBD
Company:.
Address:
Phone: _____
Email: _____

All instructions, modifications, and changes to the Contract shall be conveyed through the designated Contract Representatives.

Work performed at the direction of another person without authorization from the District's Contract Representative may be considered unauthorized and shall not entitle the Contractor to additional compensation.

The District's Contract Representative shall have authority to reject nonconforming or defective Work.

SECTION 9. HOLD HARMLESS AND INDEMNIFICATION

a. The Contractor shall defend, indemnify, and hold harmless the District, its elected and appointed officers, officials, employees, and agents from and against claims, actions, suits, liability, losses, expenses, damages, and judgments, including reasonable attorneys' fees, arising from injury, sickness, disability, death, or property damage arising out of the performance of the Work to the extent caused by the acts or omissions of the Contractor, its employees, agents, subcontractors, or anyone for whose acts the Contractor may be liable.

b. With respect to claims against the District by an employee of the Contractor, subcontractor, or anyone directly or indirectly employed by them, the Contractor expressly waives immunity under Washington's

Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide the indemnification required herein. The parties acknowledge that this waiver has been mutually negotiated.

c. The Contractor shall incorporate applicable indemnification requirements into its agreements with subcontractors performing Work under this Contract.

SECTION 10. INSURANCE

a. Workers' Compensation

The Contractor shall maintain workers' compensation coverage as required by Title 51 RCW and provide evidence of coverage to the District.

b. Commercial General Liability

The Contractor shall maintain Commercial General Liability insurance covering bodily injury, personal injury, and property damage with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. The general aggregate shall apply separately to this project when available.

c. Automobile Liability

The Contractor shall maintain automobile liability insurance applicable to vehicles used in performance of the Contract as required by law and the Project Documents.

d. Additional Insured

The District, its elected and appointed officials, officers, employees, and agents shall be named as additional insureds with respect to Work performed under this Contract. The Contractor's insurance shall be primary with respect to insurance or self-insurance maintained by the District.

e. Subcontractors

The Contractor shall ensure that subcontractors maintain insurance appropriate to their Work and meeting applicable Contract requirements.

f. Verification of Coverage

Before Work begins, the Contractor shall provide certificates of insurance and required endorsements demonstrating compliance with this Section.

Certificates shall identify the Certificate Holder as:
North Whidbey Pool, Park, and Recreation District
c/o John Vanderzicht Memorial Pool
85 SE Jerome Street
Oak Harbor, Washington 98277

Insurance shall remain in effect until completion and acceptance of the Work.

SECTION 11. CHANGES IN WORK

a. The District may order additions, deletions, revisions, or other changes to the Work. No change affecting the Contract Amount or Contract time shall be performed without a written Change Order approved by the District.

b. If a change causes an increase or decrease in the Contractor's cost or the time required to perform the Work, an equitable adjustment may be made through a written Change Order.

c. If demolition or construction reveals concealed or unforeseen conditions that the Contractor believes require additional Work, the Contractor shall stop Work in the affected area and notify the District's Contract Representative before proceeding.

The Contractor shall provide documentation describing:

1. The condition discovered;
2. Why additional Work is necessary;
3. The proposed corrective Work;
4. The proposed additional cost;

5. Any effect on the project schedule; and
6. Photographs or other documentation when appropriate.

The Contractor shall not proceed with additional Work until a written Change Order has been approved by the District. Unauthorized Work shall be performed at the Contractor's risk and expense.

SECTION 12. TERMINATION

a. Termination for Convenience

The District may terminate this Contract, in whole or in part, when the District determines that termination is in its best interests. The District shall provide the Contractor ten (10) calendar days' written notice. The Contractor shall be compensated for satisfactory Work performed and accepted through the effective date of termination, subject to the terms of this Contract.

b. Funding

If funding for the project is withdrawn, reduced, or otherwise becomes unavailable, the District may terminate the Contract upon written notice.

c. Contractor Default

If the Contractor breaches a material obligation under this Contract and fails to commence and diligently pursue a cure within ten (10) calendar days after receiving written notice, the District may terminate the Contract.

d. Continuing Responsibility

Termination shall not relieve the Contractor or its surety of responsibility for Work performed before termination.

SECTION 13. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The Contractor shall not assign, delegate, or subcontract material obligations under this Contract without prior written approval from the District when such approval is required by the Contract or applicable law. The Contractor remains fully responsible for the performance, acts, and omissions of its subcontractors.

SECTION 14. NON-WAIVER OF RIGHTS

Failure or delay by either party to enforce any provision of this Contract shall not constitute a waiver of that provision or the right to enforce it subsequently.

SECTION 15. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and not an employee, agent, or servant of the District. The Contractor shall maintain responsibility and control over its employees, subcontractors, agents, methods, and means of performing the Work, subject to the requirements of the Contract and Project Documents. The Contractor and its employees are not entitled to District employee benefits. The Contractor is responsible for applicable taxes, fees, licenses, and other obligations arising from its operations.

SECTION 16. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, codes, rules, regulations, permits, and requirements in performing the Work.

SECTION 17. NONDISCRIMINATION

The Contractor, its employees, agents, subcontractors, assignees, and delegates shall not unlawfully discriminate against any person in the performance of this Contract. The Contractor shall comply with all applicable federal, state, and local nondiscrimination requirements.

SECTION 18. DISPUTES

a. Questions or claims concerning the meaning, interpretation, or performance of this Contract shall first be submitted in writing to the District's Contract Representative.

b. The parties shall attempt in good faith to resolve disputes at the administrative level before initiating litigation.

c. Unless the parties agree to an alternative dispute resolution process, unresolved disputes shall be decided in a court of competent jurisdiction in Island County, Washington.

d. Pending resolution of a dispute, the Contractor shall diligently continue performance of undisputed Work in accordance with the Contract.

SECTION 19. CHOICE OF LAW, JURISDICTION, AND VENUE

This Contract shall be governed by and construed according to the laws of the State of Washington. Any legal action arising from this Contract shall be brought in a court of competent jurisdiction in Island County, Washington.

SECTION 20. SUCCESSORS AND ASSIGNS

To the extent permitted by law, the parties bind themselves and their respective successors and permitted assigns to the obligations contained in this Contract.

SECTION 21. SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in effect. Any provision conflicting with applicable Washington law shall be construed or modified to conform to applicable law to the extent legally permissible.

SECTION 22. ENTIRE AGREEMENT

This Contract, together with all documents expressly incorporated by reference, constitutes the entire agreement of the Parties concerning the Work and supersedes all prior or contemporaneous negotiations, representations, proposals, understandings, and agreements, whether oral or written, concerning the same subject matter. Neither Party is relying upon any representation not expressly set forth in the Contract Documents.

SECTION 23. MODIFICATION

No amendment, modification, waiver, or alteration of this Contract shall be effective unless set forth in a written instrument executed by authorized representatives of both Parties, except as otherwise expressly provided in the Contract Documents.

SECTION 24. NOTICES

Formal notices required under this Contract shall be delivered personally or sent by a method providing reasonable evidence of delivery to the addresses identified in Section 8. Electronic notice may be used when acknowledged by the receiving party unless a particular form of notice is required by law.

SECTION 25. INSPECTION

The District shall have the right to inspect the Work and materials for conformity with the Contract and Project Documents. The District may request copies of licenses, permits, approvals, or other documentation applicable to the Contractor's performance. Inspection by the District does not relieve the Contractor of responsibility for ensuring that all Work and materials conform to the Contract requirements.

SECTION 26. CONSTRUCTION AND INTERPRETATION

Headings are for convenience only and shall not affect interpretation. Words in the singular include the plural and vice versa as the context requires. References to statutes and regulations include amendments and

successor provisions. The term “including” means “including without limitation.” The Contract Documents shall be construed as a whole and not against either Party as drafter.

SECTION 27. NO THIRD-PARTY BENEFICIARIES

Except for persons or entities expressly protected by applicable bond, retainage, indemnity, or insurance requirements, this Contract is entered into solely for the benefit of the Parties and is not intended to create any right, benefit, or cause of action in any third party.

SIGNATURES

This Contract is executed by the persons signing below, who warrant that they have authority to execute the Contract on behalf of their respective parties.

The parties have executed this Contract to take effect as of the latest date written below.

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT

Signature: _____

Jay Cochran, Executive Director

Date: _____

ATTACHMENT A
SCOPE OF WORK
JOHN VANDERZICHT MEMORIAL POOL
MEN'S AND WOMEN'S LOCKER ROOM SHOWER RENOVATION

Project Location: John Vanderzicht Memorial Pool, 85 SE Jerome Street, Oak Harbor, Washington 98277

1. PROJECT DESCRIPTION

The Contractor shall provide labor, supervision, equipment, tools, materials, transportation, debris disposal, and other services specifically identified in the Contractor's accepted proposal necessary to complete the demolition, backer, tile, and grout portions of the men's and women's locker room shower renovation.

Plumbing and replumbing work associated with the renovation will be performed by a separate plumbing contractor contracted by the District and is not included in _____Company_____ Scope of Work or Contract Amount.

2. GENERAL PROJECT REQUIREMENTS

7. Coordinate Work and scheduling with the District's Contract Representative.
8. Coordinate its Work with the District's plumbing contractor as reasonably necessary to complete the project in the proper sequence.
9. Protect adjacent walls, floors, fixtures, equipment, and portions of the facility not included in the renovation.
10. Mask or cover adjacent surfaces as necessary during demolition and construction.
11. Provide appropriate personal protective equipment for employees and subcontractors.
12. Maintain a safe, clean, and secure work area.
13. Remove construction debris generated by the Contractor's Work and properly dispose of materials, including applicable dump and disposal fees.
14. Provide project supervision and management necessary to complete the Work.
15. Maintain reasonable cleanliness throughout construction and perform final cleanup.
16. Promptly notify the District if demolition reveals concealed damage or other conditions that could affect completion of the Work.
17. Obtain written authorization from the District before performing Work outside the approved Scope of Work.

3. MEN'S LOCKER ROOM SHOWER

The Contractor shall renovate the existing men's locker room shower area. The Work includes:

- General demolition necessary to remove existing shower finishes and prepare the area for the separately contracted plumbing work and subsequent installation of new backer and tile.
- Removal and disposal of materials generated by the Contractor's demolition.
- Backer materials identified in the Contractor's proposal.
- Tile and grout materials identified in the Contractor's proposal.
- Installation of new backer, tile, and grout following completion of required plumbing work.
- Approximately 394.20 square feet of wall area.
- Shower wall height of approximately 8 feet.
- Protection of adjacent surfaces and portions of the locker room not included in the Work.
- Final cleanup of the Contractor's work area.

The approximate dimensions and configuration of the men's shower area are shown in the Contractor's project drawing incorporated into the Project Documents.

4. WOMEN'S LOCKER ROOM SHOWER

The Contractor shall renovate the existing women's locker room shower area. The Work includes:

- General demolition necessary to remove existing shower finishes and prepare the area for the separately contracted plumbing work and subsequent installation of new backer and tile.
- Removal and disposal of materials generated by the Contractor's demolition.

- Backer materials identified in the Contractor's proposal.
- Tile and grout materials identified in the Contractor's proposal.
- Installation of new backer, tile, and grout following completion of required plumbing work.
- Approximately 394.20 square feet of wall area.
- Shower wall height of approximately 8 feet.
- Protection of adjacent surfaces and portions of the locker room not included in the Work.
- Final cleanup of the Contractor's work area.

The approximate dimensions and configuration of the women's shower area are shown in the Contractor's project drawing incorporated into the Project Documents.

5. MATERIALS

The Contractor shall provide the tile, grout, backer materials, and related materials identified in the Contractor's accepted proposal.

Final tile, grout color, pattern, and other finish selections shall be approved by the District prior to installation.

Material quantities and pricing contained in the Contractor's proposal are based upon allowances pending final material selection and confirmation of existing conditions.

No substitution of District-approved materials shall be made without prior approval from the District's Contract Representative.

6. BACKER AND CONCEALED CONDITIONS

The Contractor's Scope of Work includes the tile, grout, and backer materials identified in the accepted proposal.

Following demolition, the Contractor shall inspect exposed conditions before proceeding with installation.

If demolition reveals concealed damage, moisture damage, deteriorated framing, structural concerns, or other conditions beyond the backer work included in the Contractor's proposal that would require additional Work or expense, the Contractor shall:

18. Stop Work in the affected area;
19. Notify the District's Contract Representative;
20. Document the condition, including photographs when appropriate; and
21. Provide a written description of the recommended additional Work, cost, and schedule impact.

If the Contractor observes a condition involving existing plumbing or work performed by the District's plumbing contractor that may affect the Contractor's Work, the Contractor shall promptly notify the District rather than modifying the plumbing itself.

No additional Work shall be performed and no additional cost shall be incurred without a written Change Order approved by the District.

7. WORK PERFORMED BY OTHERS

The District has contracted, or will contract, separately with a licensed plumbing contractor to perform plumbing work associated with the men's and women's locker room shower renovation.

Plumbing work is not included _____Company_____Contract Amount or Scope of Work under this Contract.

Plumbing work performed by others may include removal, relocation, replacement, modification, and installation of shower plumbing, piping, valves, fixtures, connections, and other associated plumbing components as determined by the District and its plumbing contractor.

_____Company_____ shall not perform or charge the District for plumbing work unless specifically authorized in advance through a written Change Order.

8. COORDINATION WITH PLUMBING CONTRACTOR

_____Company_____ shall reasonably coordinate its Work with the District and the District's plumbing contractor so that the shower renovation can be completed in the proper sequence.

The anticipated general sequence of Work is:

22. _____Company_____ performs the demolition necessary for the shower renovation.
23. The plumbing contractor performs the required plumbing and replumbing work.
24. Required plumbing inspections, if applicable, are completed.
25. The District notifies _____Company_____ that the affected areas are available for continuation of its Work.
26. _____Company_____ installs the backer materials included in its Scope of Work.
27. _____Company_____ completes tile and grout installation and other finish work included in its Scope of Work.
28. _____Company_____ completes cleanup and participates in the final walkthrough.

The sequence above is intended to establish coordination responsibilities and may be modified by the District as reasonably necessary to facilitate completion of the overall project.

_____Company_____ shall provide the District reasonable notice before its Work reaches a stage requiring work by the plumbing contractor.

_____Company_____ shall not cover, conceal, tile over, or otherwise make inaccessible plumbing work that requires inspection or additional work until authorized by the District.

Each contractor shall remain solely responsible for its own work, means and methods, employees, subcontractors, safety obligations, and contractual performance. Nothing in this Contract creates a contractual relationship between _____Company_____ and the District's plumbing contractor.

_____Company_____. _____Company_____ shall promptly notify the District's Contract Representative if it believes work performed by the plumbing contractor will interfere with, delay, or adversely affect _____Company_____ Work.

Any requested adjustment to _____Company_____ Contract Amount or Contract time resulting from coordination with the plumbing contractor must be submitted to and approved by the District in writing before additional compensable Work is performed.

9. WORK NOT INCLUDED UNLESS SPECIFICALLY AUTHORIZED

Unless specifically identified in the Contractor's accepted proposal or authorized through a written Change Order, _____Company_____ Scope of Work does not include:

- Plumbing or replumbing;
- Plumbing piping, valves, or connections;
- Shower plumbing fixture installation or replacement;
- Plumbing repairs or modifications;
- Electrical work;
- Structural repairs;
- Framing repairs or replacement;
- Drain replacement or modification; or
- Repair of concealed damage beyond the Work specifically included in the accepted proposal.

The exclusion of plumbing work does not relieve _____Company_____ of its responsibility to coordinate its Work with the District's plumbing contractor or to properly complete its demolition, backer, tile, grout, and finishing work around the completed plumbing installation.

Any Work outside the accepted Scope of Work requires prior written authorization from the District through a Change Order.

10. COMPLETION AND ACCEPTANCE

Upon completion of the Contractor's Work, the Contractor and District's Contract Representative shall conduct a final walkthrough.

The Contractor shall correct incomplete, defective, damaged, or nonconforming Work identified during the walkthrough before final acceptance.

The Contractor shall leave both shower work areas clean and ready for District use following completion and acceptance.

Completion of ----------Contract shall be based upon satisfactory completion of the Work assigned to _____Company_____ and shall not make _____Company_____ responsible for the workmanship or contractual obligations of the District's separately contracted plumbing contractor.

11. CONTRACTOR'S PROPOSAL AND DRAWINGS

The _____Company_____. estimate identified as _____Name of Proposal Provide_____ including the men's and women's shower drawings, quantities, allowances, and associated specifications, is incorporated into the Contract as a Project Document.

The Contractor's proposal states that pricing is based on allowances pending material selection and confirmation that the backing is adequate for the new tile.

The Contractor's proposal identifies the quoted Work as demolition, tile, and tile labor and separately identifies tile, grout, and backer materials.

If a conflict exists between the Contractor's proposal and this Scope of Work, this Scope of Work and the Contract shall control unless otherwise agreed to in writing by the District.

Total Contract Price: $Price, including applicable Washington State sales tax.

ATTACHMENT B
PROJECT DOCUMENTS

The following documents are incorporated into and made part of this Contract:

29. This Public Works Contract between North Whidbey Pool, Park, and Recreation District and _____Company_____ Attachment A, Scope of Work.
30. _____Company_____ Men's Shower project drawing contained in the Contractor's Date of proposal.
31. Women's Shower project drawing contained in the Contractor's Date of proposal.
32. Approved material and finish selections, when completed.
33. Notice to Proceed.
34. Approved Change Orders, if any.
35. Applicable prevailing wage documentation.
36. Applicable insurance certificates and endorsements.
37. Performance and Payment Bond or Contractor's election of 10% retainage in lieu of bond, as applicable.

The District's separate agreement with its plumbing contractor is not incorporated into this Contract. Nothing in the Contract Documents shall be construed to create contractual privity, a third-party beneficiary relationship, or any independent right of action between _____Company_____ _____Company_____ and the District's plumbing contractor.

In the event of a conflict among the Project Documents, the terms of this Contract and Attachment A shall control unless otherwise expressly agreed to in writing by the District.

JOHN VANDERZICHT MEMORIAL POOL
MEN'S AND WOMEN'S LOCKER ROOM PLUMBING REPLACEMENT PROJECT
PUBLIC WORKS CONTRACT

This CONTRACT is entered into in duplicate originals between North Whidbey Pool, Park, and Recreation District, a municipal corporation, having its principal office at 85 SE Jerome Street, Oak Harbor, Washington 98277, hereinafter called the "District," and _____Company & Address_____, hereinafter called the "Contractor."

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor (each a "Party" and collectively, the "Parties") agree as follows:

SECTION 1. DURATION OF CONTRACT

The term of this Contract shall commence on the latest date on which the parties affix their signatures below (the "Effective Date").

The Contractor shall substantially complete all Work required under this Contract within a period of _____ working days from the Start Date mutually agreed to by the parties and stated in the written Notice to Proceed referenced in Section 7.

Completion and closeout of this Contract shall occur within _____ working days after timely Substantial Completion, except as otherwise provided herein.

The Contractor acknowledges that portions of the Work must be coordinated with tile work being performed under a separate contract with the District. The Contractor shall reasonably coordinate its schedule with the District and the District's tile contractor as provided in Attachment A.

Time is of the essence with respect to the Contractor's performance of the Work and each obligation for which a time for performance is stated in the Contract Documents.

SECTION 2. DESCRIPTION OF THE WORK

a. The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, disposal, and other services specifically identified in the Project Documents and necessary to complete the plumbing removal, replacement, and installation portions of the renovation of the men's and women's locker room shower areas at the John Vanderzicht Memorial Pool, 85 SE Jerome Street, Oak Harbor, Washington 98277, in accordance with the Scope of Work attached hereto as Attachment A and incorporated herein by this reference ("Work").

b. The Contractor shall perform all Work and furnish and pay for all materials, equipment, labor, and other items specifically required by the Project Documents, including, but not limited to, the Scope of Work, Contractor's proposal, drawings, specifications, addenda, and applicable written changes. A list of documents considered Project Documents is attached hereto as Attachment B.

c. Tile removal, backer installation, tiling, and grouting are being performed under a separate contract with the District and are excluded from the Contractor's Scope of Work and Contract Amount.

d. The Contractor shall reasonably coordinate its Work with the District and the District's tile contractor so that demolition, plumbing installation, inspections, and completion activities occur in the appropriate sequence.

e. The Contractor shall complete the Work in a professional and workmanlike manner and in accordance with the schedule agreed upon by the parties.

f. The Contractor shall coordinate its activities with the District to minimize disruption to pool operations and shall maintain a safe and secure work area throughout the project.

g. The Contractor shall protect existing portions of the facility that are not included in the renovation and shall be responsible for repairing damage caused by the Contractor, its employees, agents, subcontractors, or equipment.

h. During the progress of the Work, the Contractor shall confer with the District as necessary and shall provide status reports, schedules, and other information reasonably requested by the District.

SECTION 3. CONTRACT AMOUNT

The District agrees to pay the Contractor the total amount of $_____ (the "Contract Amount"), including applicable Washington State sales tax, in accordance with the Contractor's accepted proposal and subject to the terms and conditions of this Contract.

The Contract Amount constitutes full compensation for all Work required of Contractor under the Contract Documents. The Contract Amount expressly excludes tile and finishing work to be performed under a separate contract between the District and its tile contractor.

The Contract Amount includes all costs incurred by the Contractor in performing the Work described in the Contract and Project Documents, including the cost of any required performance and payment bond if the Contractor elects to provide a bond.

Contractor shall have no entitlement to compensation in excess of the Contract Amount, or to an extension of Contract time, unless such adjustment is authorized in advance by a written Change Order executed in accordance with Section 11. Oral directions, field discussions, or knowledge of the District shall not constitute authorization for additional compensation or time.

SECTION 4. PREVAILING WAGE

a. Pursuant to Chapter 39.12 RCW and Chapter 296-127 WAC, the Contractor shall pay not less than the applicable prevailing rate of wage to its employees performing Work under this Contract and shall provide documentation to the District demonstrating compliance with prevailing wage requirements.

b. The Contractor and each subcontractor shall submit all required Statements of Intent to Pay Prevailing Wages and obtain all approvals required by the Washington State Department of Labor & Industries before beginning Work.

c. Upon completion of the Work, the Contractor and each subcontractor shall submit all required Affidavits of Wages Paid and obtain required approvals before final payment and release of retainage.

d. The Contractor is responsible for fees associated with prevailing wage documentation and for ensuring that its subcontractors comply with applicable prevailing wage requirements.

SECTION 5. PAYMENT AND CONTRACT RETAINAGE

a. Invoices and Payment

At monthly intervals, unless otherwise determined by the District, the Contractor shall submit an itemized invoice or billing statement for Work satisfactorily completed. The District shall review invoices and make payment in accordance with applicable Washington law and the terms of this Contract.

b. Five Percent Contract Retainage

Pursuant to Chapter 60.28 RCW, the District shall reserve five percent (5%) of the money earned by the Contractor as contract retainage.

The retained amount shall serve as a trust fund for the protection and payment of claims arising under the Contract and applicable taxes, increases, and penalties as provided by Washington law.

The five percent (5%) contract retainage is separate from the ten percent (10%) security that may be retained in lieu of a performance and payment bond under Section 6.

c. Contractor's Retainage Option

Retained funds shall be handled in accordance with Chapter 60.28 RCW. The Contractor may exercise any option available to it under applicable Washington law concerning the manner in which contract retainage is held or secured.

d. Payment Does Not Constitute Acceptance

No progress payment, final payment, inspection, use, occupancy, or other act or omission of the District shall constitute acceptance of defective, incomplete, or nonconforming Work, or operate as a waiver of any requirement of the Contract Documents.

e. Withholding Payment

If the Contractor fails to perform a substantial obligation under this Contract and fails to cure the failure within ten (10) working days following written notice from the District, the District may withhold amounts otherwise due until the failure is cured or otherwise resolved.

f. Unauthorized Work

No payment shall be made for Work outside the Scope of Work unless the additional Work has been authorized in advance through a written Change Order in accordance with Section 11.

SECTION 6. PERFORMANCE AND PAYMENT BOND

a. Performance and Payment Bond

Pursuant to Chapter 39.08 RCW, the Contractor shall furnish a performance and payment bond covering the Contract Amount. The bond shall be conditioned upon the Contractor's faithful performance of the Contract and payment of laborers, mechanics, subcontractors, material suppliers, and other persons or obligations protected under Chapter 39.08 RCW. The bond shall cover the original Contract Amount and approved Change Orders as required by applicable law. The Contractor shall provide the required bond before the District issues the Notice to Proceed.

b. Contractor's Option to Request 10% Retainage in Lieu of Bond

Because the Contract Amount is $150,000 or less, pursuant to RCW 39.08.010(3), the Contractor may elect to have the District retain ten percent (10%) of the Contract Amount in lieu of furnishing the performance and payment bond.

If the Contractor elects this option, the District shall retain ten percent (10%) of the Contract Amount for the period required by RCW 39.08.010 and until applicable statutory requirements for release have been satisfied.

For the original Contract Amount of $_____, ten percent (10%) equals $_____. The amount shall be adjusted if the Contract Amount changes through an approved Change Order.

c. Contractor Election

The Contractor shall select one of the following options before execution of the Contract:

☐ PERFORMANCE AND PAYMENT BOND

Contractor will furnish the performance and payment bond required by Chapter 39.08 RCW. The cost of obtaining the required bond is included in the Contract Amount of $_____, and no additional compensation will be paid by the District for obtaining the bond.

OR

☐ 10% RETAINAGE IN LIEU OF BOND

Pursuant to RCW 39.08.010(3), Contractor elects to have the District retain ten percent (10%) of the Contract Amount in lieu of furnishing a performance and payment bond.

Contractor Initials: _____ Date: _____

d. Relationship to Contract Retainage

The ten percent (10%) retained under this Section, if elected by the Contractor, serves as security in lieu of the performance and payment bond pursuant to RCW 39.08.010(3). Contract retainage under Section 5 shall be administered in accordance with Chapter 60.28 RCW and other applicable Washington law.

e. Release

The District shall release retained funds in accordance with applicable Washington law and only after required prevailing wage documentation, agency releases, lien requirements, and other applicable public works closeout requirements have been satisfied.

SECTION 7. NOTICE TO PROCEED AND SUBSTANTIAL COMPLETION

The District shall issue a written Notice to Proceed after execution of this Contract and receipt of all required documents, including, as applicable:

- Performance and Payment Bond or Contractor's written election of 10% retainage in lieu of bond;
- Certificates of Insurance;
- Additional Insured Endorsements;
- Approved Statement of Intent to Pay Prevailing Wages; and
- Other documentation required by this Contract or applicable law.

The Notice to Proceed shall establish the date upon which Work shall commence (“Start Date”). The Contractor shall not begin Work before receiving the written Notice to Proceed.

Upon completion of the Work, the Contractor shall notify the District that the project is ready for inspection. The District and Contractor shall conduct a project walkthrough. The District may prepare a punch list identifying incomplete, defective, damaged, or nonconforming Work.

Substantial Completion shall occur when the Contractor's Work is sufficiently complete for its intended purpose and does not prevent the District from placing the renovated shower areas into service following completion of work by other contractors.

SECTION 8. CONTRACT REPRESENTATIVES

Each party shall designate a Contract Representative. Either party may change its representative by providing written notice to the other party.

District's Contract Representative

Name: Jay Cochran
Title: Executive Director
Organization: North Whidbey Pool, Park, and Recreation District
Address: 85 SE Jerome Street, Oak Harbor, WA 98277
Phone: 360-842-8005
Email: jcochran@nwpprd.org

Contractor's Contract Representative

Name:TBD
Company:.
Address:
Phone: _____
Email: _____

All instructions, modifications, and changes to the Contract shall be conveyed through the designated Contract Representatives.

Work performed at the direction of another person without authorization from the District's Contract Representative may be considered unauthorized and shall not entitle the Contractor to additional compensation.

The District's Contract Representative shall have authority to reject nonconforming or defective Work.

SECTION 9. HOLD HARMLESS AND INDEMNIFICATION

a. The Contractor shall defend, indemnify, and hold harmless the District, its elected and appointed officers, officials, employees, and agents from and against claims, actions, suits, liability, losses, expenses, damages, and judgments, including reasonable attorneys' fees, arising from injury, sickness, disability, death, or property

damage arising out of the performance of the Work to the extent caused by the acts or omissions of the Contractor, its employees, agents, subcontractors, or anyone for whose acts the Contractor may be liable.

b. With respect to claims against the District by an employee of the Contractor, subcontractor, or anyone directly or indirectly employed by them, the Contractor expressly waives immunity under Washington's Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide the indemnification required herein. The parties acknowledge that this waiver has been mutually negotiated.

c. The Contractor shall incorporate applicable indemnification requirements into its agreements with subcontractors performing Work under this Contract.

SECTION 10. INSURANCE

a. Workers' Compensation

The Contractor shall maintain workers' compensation coverage as required by Title 51 RCW and provide evidence of coverage to the District.

b. Commercial General Liability

The Contractor shall maintain Commercial General Liability insurance covering bodily injury, personal injury, and property damage with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. The general aggregate shall apply separately to this project when available.

c. Automobile Liability

The Contractor shall maintain automobile liability insurance applicable to vehicles used in performance of the Contract as required by law and the Project Documents.

d. Additional Insured

The District, its elected and appointed officials, officers, employees, and agents shall be named as additional insureds with respect to Work performed under this Contract. The Contractor's insurance shall be primary with respect to insurance or self-insurance maintained by the District.

e. Subcontractors

The Contractor shall ensure that subcontractors maintain insurance appropriate to their Work and meeting applicable Contract requirements.

f. Verification of Coverage

Before Work begins, the Contractor shall provide certificates of insurance and required endorsements demonstrating compliance with this Section.

Certificates shall identify the Certificate Holder as:
North Whidbey Pool, Park, and Recreation District
c/o John Vanderzicht Memorial Pool
85 SE Jerome Street
Oak Harbor, Washington 98277

Insurance shall remain in effect until completion and acceptance of the Work.

SECTION 11. CHANGES IN WORK

a. The District may order additions, deletions, revisions, or other changes to the Work. No change affecting the Contract Amount or Contract time shall be performed without a written Change Order approved by the District.

b. If a change causes an increase or decrease in the Contractor's cost or the time required to perform the Work, an equitable adjustment may be made through a written Change Order.

c. If demolition or construction reveals concealed or unforeseen conditions that the Contractor believes require additional Work, the Contractor shall stop Work in the affected area and notify the District's Contract Representative before proceeding.

The Contractor shall provide documentation describing:

1. The condition discovered;
2. Why additional Work is necessary;
3. The proposed corrective Work;
4. The proposed additional cost;
5. Any effect on the project schedule; and
6. Photographs or other documentation when appropriate.

The Contractor shall not proceed with additional Work until a written Change Order has been approved by the District. Unauthorized Work shall be performed at the Contractor's risk and expense.

SECTION 12. TERMINATION

a. Termination for Convenience

The District may terminate this Contract, in whole or in part, when the District determines that termination is in its best interests. The District shall provide the Contractor ten (10) calendar days' written notice. The Contractor shall be compensated for satisfactory Work performed and accepted through the effective date of termination, subject to the terms of this Contract.

b. Funding

If funding for the project is withdrawn, reduced, or otherwise becomes unavailable, the District may terminate the Contract upon written notice.

c. Contractor Default

If the Contractor breaches a material obligation under this Contract and fails to commence and diligently pursue a cure within ten (10) calendar days after receiving written notice, the District may terminate the Contract.

d. Continuing Responsibility

Termination shall not relieve the Contractor or its surety of responsibility for Work performed before termination.

SECTION 13. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The Contractor shall not assign, delegate, or subcontract material obligations under this Contract without prior written approval from the District when such approval is required by the Contract or applicable law. The Contractor remains fully responsible for the performance, acts, and omissions of its subcontractors.

SECTION 14. NON-WAIVER OF RIGHTS

Failure or delay by either party to enforce any provision of this Contract shall not constitute a waiver of that provision or the right to enforce it subsequently.

SECTION 15. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and not an employee, agent, or servant of the District. The Contractor shall maintain responsibility and control over its employees, subcontractors, agents, methods, and means of performing the Work, subject to the requirements of the Contract and Project Documents. The Contractor and its employees are not entitled to District employee benefits. The Contractor is responsible for applicable taxes, fees, licenses, and other obligations arising from its operations.

SECTION 16. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, codes, rules, regulations, permits, and requirements in performing the Work.

SECTION 26. CONSTRUCTION AND INTERPRETATION

Headings are for convenience only and shall not affect interpretation. Words in the singular include the plural and vice versa as the context requires. References to statutes and regulations include amendments and successor provisions. The term “including” means “including without limitation.” The Contract Documents shall be construed as a whole and not against either Party as drafter.

SECTION 27. NO THIRD-PARTY BENEFICIARIES

Except for persons or entities expressly protected by applicable bond, retainage, indemnity, or insurance requirements, this Contract is entered into solely for the benefit of the Parties and is not intended to create any right, benefit, or cause of action in any third party.

SIGNATURES

This Contract is executed by the persons signing below, who warrant that they have authority to execute the Contract on behalf of their respective parties.

The parties have executed this Contract to take effect as of the latest date written below.

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT

Signature: _____

Jay Cochran, Executive Director

Date: _____

ATTACHMENT A
SCOPE OF WORK
JOHN VANDERZICHT MEMORIAL POOL
MEN'S AND WOMEN'S LOCKER ROOM SHOWER PLUMBING REPLACEMENT

Project Location: John Vanderzicht Memorial Pool, 85 SE Jerome Street, Oak Harbor, Washington 98277

1. PROJECT DESCRIPTION

The Contractor shall provide labor, supervision, equipment, tools, materials, transportation, debris disposal, and other services specifically identified in the Contractor's accepted proposal necessary to complete the plumbing removal, replacement, and installation portions of the men's and women's locker room shower renovation.

Tile and finishing work associated with the renovation will be performed by a separate tile contractor contracted by the District and is not included in _____Company Scope of Work or Contract Amount.

2. GENERAL PROJECT REQUIREMENTS

7. Coordinate Work and scheduling with the District's Contract Representative.
8. Coordinate its Work with the District's tile contractor as reasonably necessary to complete the project in the proper sequence.
9. Protect adjacent walls, floors, fixtures, equipment, and portions of the facility not included in the renovation.
10. Mask or cover adjacent surfaces as necessary during demolition and construction.
11. Provide appropriate personal protective equipment for employees and subcontractors.
12. Maintain a safe, clean, and secure work area.
13. Remove construction debris generated by the Contractor's Work and properly dispose of materials, including applicable dump and disposal fees.
14. Provide project supervision and management necessary to complete the Work.
15. Maintain reasonable cleanliness throughout construction and perform final cleanup.
16. Promptly notify the District if demolition reveals concealed damage or other conditions that could affect completion of the Work.
17. Obtain permits if needed
18. Obtain written authorization from the District before performing Work outside the approved Scope of Work.

3. MEN'S LOCKER ROOM SHOWER

The Contractor shall replace existing shower fixtures and associated plumbing components, including valves as needed, in the men's locker room shower area. The Work includes:

- Removal and replacement of existing shower fixtures and valves, as necessary.
- Removal and disposal of materials generated by the Contractor's work.
- Installation and connection of replacement plumbing fixtures and associated components, as identified in the accepted proposal.
- Coordination of plumbing locations and fixture heights with the District.
- Protection of adjacent surfaces and portions of the locker room not included in the Work.
- Final cleanup of the Contractor's work area.

The approximate dimensions and configuration of the men's shower area are shown in the Contractor's plumbing plan or drawing incorporated into the Project Documents.

4. WOMEN'S LOCKER ROOM SHOWER

The Contractor shall replace existing shower fixtures and associated plumbing components, including valves as needed, in the women's locker room shower area. The Work includes:

- Removal and replacement of existing shower fixtures and valves, as necessary.
- Removal and disposal of materials generated by the Contractor's work.
- Installation and connection of replacement plumbing fixtures and associated components, as identified in the accepted proposal.
- Coordination of plumbing locations and fixture heights with the District.
- Protection of adjacent surfaces and portions of the locker room not included in the Work.
- Final cleanup of the Contractor's work area.

The location and configuration of the shower fixtures are shown in the Contractor's plumbing plan or drawing incorporated into the Project Documents.

5. MATERIALS

The Contractor shall provide the plumbing piping, valves, fixtures, connections, and related materials identified in the Contractor's accepted proposal.

Final plumbing color, pattern, and other finish selections shall be approved by the District prior to installation.

Material quantities and pricing contained in the Contractor's proposal are based upon allowances pending final material selection and confirmation of existing conditions.

No substitution of District-approved materials shall be made without prior approval from the District's Contract Representative.

6. CONCEALED CONDITIONS

The Contractor's Scope of Work includes the plumbing fixtures, valves, connections, and related materials identified in the accepted proposal.

Following demolition by the District's tile contractor, the Contractor shall inspect exposed conditions before proceeding with installation.

If demolition reveals concealed damage, deteriorated plumbing, structural concerns, or other conditions requiring additional Work or expense, the Contractor shall:

19. Stop Work in the affected area;
20. Notify the District's Contract Representative;
21. Document the condition, including photographs when appropriate; and
22. Provide a written description of the recommended additional Work, cost, and schedule impact.

If the Contractor identifies conditions involving existing plumbing or work performed by the District's tile contractor that may affect the Contractor's Work, the Contractor shall promptly notify the District before proceeding.

No additional Work shall be performed and no additional cost shall be incurred without a written Change Order approved by the District.

7. WORK PERFORMED BY OTHERS

The District has contracted, or will contract, separately with a tile contractor to perform demolition, backer installation, tiling, grouting, and finishing associated with the shower renovation.

Tile work is not included in Company_____'s Contract Amount or Scope of Work under this Contract.

Tile work performed by others may include demolition, surface preparation, backer installation, waterproofing, tiling, grouting, and finishing as determined by the District and its tile contractor.

Company_____ shall not perform or charge the District for tile work unless specifically authorized in advance through a written Change Order.

8. COORDINATION WITH TILE CONTRACTOR

Company_____ shall reasonably coordinate its Work with the District and the District's tile contractor so that the shower renovation can be completed in the proper sequence.

The anticipated general sequence of Work is:

23. The plumbing company contractor removes existing shower fixtures and associated plumbing components as necessary.
24. The tile company contractor performs necessary demolition and prepares the shower areas for renovation.
25. Following demolition, the plumbing company contractor inspects existing plumbing and valves to determine whether replacement or modifications are necessary. Any additional Work outside the accepted proposal requires prior written approval from the District.
26. If plumbing modifications or valve replacements are necessary before tile installation, the plumbing company contractor completes that Work. Required plumbing inspections, if applicable, shall be completed before plumbing is concealed.
27. The tile company contractor completes backer installation, waterproofing, tiling, and grouting, coordinating with the plumbing contractor as necessary.
28. The District notifies the plumbing company contractor when the affected areas are available for final plumbing installation.

29. The plumbing company contractor installs and connects the new shower fixtures, completes any remaining plumbing work included in its Scope of Work, and tests the fixtures to verify proper operation.

30. The plumbing company contractor completes cleanup and participates in the final walkthrough.

The sequence above is intended to establish coordination responsibilities and may be modified by the District as reasonably necessary to facilitate completion of the overall project, including plumbing work that may be performed before or after tile installation.

The plumbing company contractor shall provide the District reasonable notice before its Work reaches a stage requiring work by the tile contractor.

The Contractor shall not conceal plumbing work requiring inspection before the required inspection or District authorization.

Each contractor shall remain solely responsible for its own work, means and methods, employees, subcontractors, safety obligations, and contractual performance. Nothing in this Contract creates a contractual relationship between the plumbing contractor and the District's tile contractor.

The plumbing company contractor shall promptly notify the District's Contract Representative if it believes work performed by the tile contractor will interfere with, delay, or adversely affect its Work.

Any requested adjustment to the plumbing company contractor's Contract Amount or Contract time resulting from coordination with the tile contractor must be submitted to and approved by the District in writing before additional compensable Work is performed.

9. WORK NOT INCLUDED UNLESS SPECIFICALLY AUTHORIZED

Unless specifically identified in the _____Company_____ Contractor's accepted proposal or authorized through a written Change Order Company's Scope of Work does not include:

- Tile removal or demolition, except as specifically required for plumbing access;
- Installation of tile, grout, or backer materials;
- Waterproofing and finishing work associated with tile installation;
- Electrical work;
- Structural repairs;
- Framing repairs or replacement; or
- Repair of concealed damage beyond the Work specifically included in the accepted proposal.

Tile removal, installation, and finishing will be performed by a separate contractor under contract with the District. The plumbing contractor shall coordinate its work with the District and its tile contractor as necessary to complete the project.

Any Work outside the accepted Scope of Work requires prior written authorization from the District through a Change Order.

The exclusion of tile work does not relieve _____Company_____ of its responsibility to coordinate its Work with the District's tile contractor or to properly complete its plumbing removal, replacement, connections, and testing around the completed plumbing installation.

Any Work outside the accepted Scope of Work requires prior written authorization from the District through a Change Order.

10. COMPLETION AND ACCEPTANCE

Upon completion of the Contractor's Work, the Contractor and District's Contract Representative shall conduct a final walkthrough.

The Contractor shall correct incomplete, defective, damaged, or nonconforming Work identified during the walkthrough before final acceptance.

The Contractor shall leave both shower work areas clean and ready for District use following completion and acceptance.

Completion of -Contract shall be based upon satisfactory completion of the Work assigned to _____Company_____ and shall not make _____Company_____ responsible for the workmanship or contractual obligations of the District's separately contracted tile contractor.

11. CONTRACTOR'S PROPOSAL AND DRAWINGS

The _____Company_____. estimate identified as _____Name of Proposal Provide_____ including the men's and women's shower drawings, quantities, allowances, and associated specifications, is incorporated into the Contract as a Project Document.

The Contractor's accepted proposal identifies the quoted plumbing removal, replacement, materials, fixtures, and labor.

If a conflict exists between the Contractor's proposal and this Scope of Work, this Scope of Work and the Contract shall control unless otherwise agreed to in writing by the District.

Total Contract Price: $ Price, including applicable Washington State sales tax.

ATTACHMENT B
PROJECT DOCUMENTS

The following documents are incorporated into and made part of this Contract:

19. This Public Works Contract between North Whidbey Pool, Park, and Recreation District and _____Company_____ Attachment A, Scope of Work.
20. _____Company_____ Men's Shower project drawing contained in the Contractor's Date of proposal.
21. Women's Shower project drawing contained in the Contractor's Date of proposal.
22. Approved material and finish selections, when completed.
23. Notice to Proceed.
24. Approved Change Orders, if any.
25. Applicable prevailing wage documentation.
26. Applicable insurance certificates and endorsements.
27. Performance and Payment Bond or Contractor's election of 10% retainage in lieu of bond, as applicable.

The District's separate agreement with its tile contractor is not incorporated into this Contract. Nothing in the Contract Documents shall be construed to create contractual privity, a third-party beneficiary relationship, or any independent right of action between _____Company_____ _____Company_____ and the District's tile contractor.

In the event of a conflict among the Project Documents, the terms of this Contract and Attachment A shall control unless otherwise expressly agreed to in writing by the District.

12.i. New Business Item: Background Check Agreement with Bchex- Background Investigation Bureau, LLC
Meeting Date: 11.19.2026
Presented By: BM Millang

During a recent review, it was determined that the District's previous background check provider was not intended for employment-related background screening. As a result, staff researched alternative providers to identify a service that would meet the District's screening needs while providing reliable, timely, and cost-effective background checks.

Following this review, Bchex was selected as the preferred provider for the following reasons:

- NRPA Partnership: Bchex is partnered with the National Recreation and Park Association (NRPA), offering background screening services tailored to parks and recreation agencies.
- Faster Processing: Bchex offers shorter turnaround times, helping reduce delays in employee onboarding and volunteer approvals.
- Customizable Screening Packages: Bchex allows the District to customize screening packages based on its needs. For example, a less expensive screening option can be used for minor employees, whose background checks typically return limited or no reportable criminal history, while still documenting that screening was conducted.
- Volunteer Cost-Sharing Options: Bchex offers flexible payment arrangements that could allow the District to share background screening expenses with volunteers in the future, should the District choose to pursue that option.

Recommended Motion: I move to approve the background check services agreement with Bchex to provide background screening services for District employees and volunteers.

Bchex

Subscriber Agreement

This Agreement (the "Agreement") is made and entered into (the "Effective Date" as defined below) by and between **Bchex, a d/b/a of Background Investigation Bureau, LLC**, with its principal place of business located at 9713 Northcross Center Court, Suite 201, Huntersville NC 28078 (hereinafter referred to as "Bchex"), **and Subscriber ("Subscriber" as defined below)** with its principal place of business located further below.

WHEREAS, Subscriber desires to obtain a limited license from Bchex to access Data from Bchex for the purpose of conducting lawful background screening and other employment related screening functions.

WHEREAS, Bchex is willing to grant Subscriber access to Bchex Data and Services through the use of the Bchex System and Interface on a fee basis. In order to obtain said Data through the Services that Bchex offers, Subscriber is willing to comply with the terms, provisions, covenants, addendums and exhibits of this Agreement.

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged by both parties, Bchex and the Subscriber, intending to be legally bound, hereby covenant and agree as follows:

1. Definitions.

a. **"Data"** means all electronic data or information obtained by Bchex.

b. **"Database"** means a Bchex computer system where the Data is stored.

c. **"System"** means processes, procedures, operations, methodologies and IP Rights applied to Data from the Databases to produce the Services.

d. **"Interface"** means any system that delivers or allows access to Services via any type of communication or Access Software between Bchex and Subscriber.

e. **"Services"** means information generally relating to one or more of the following, including, without limitation, criminal records, civil records, motor vehicle records (Driving Records), credit reports, address records, Address History Trace, personal identifier records, financial records, educational records, employment records, personal reference information, educational records, controlled substance screening reports and records, occupational health screening services reports, or other publicly or privately held records or other information gathered by Bchex.

f. "**Occupational Health Screening Services**" means screening and medical tests conducted to determine if workers are medically and physically able to pass medical certification examinations (to determine if a worker meets specific medical fitness standards as mandated by state and federal regulations; e.g. aviators and commercial drivers) and to assess if workers meet established standards and conditions of employment like drug testing to investigate if a worker has used controlled substances (herein "**Controlled Substance Screening Services**").

g. **"User ID"** means the combination of a unique User Name and Password.

h. **"Access Software"** means software, whether developed by Subscriber or from a third party vendor, including web browsers that Subscriber uses to process or access Data obtained from Bchex.

i. **"IP Rights"** means present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, work product, know-how, business processes, algorithms, software, technology and other proprietary and intellectual property rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations developed by Bchex.

j. **"Consumer Information"** means information or data about a particular person, including, but not limited to, Social Security Number (SSN), date of birth, driver's license information, driving records/motor vehicle history, credit history, compensation information, current and past address information, current and past employer information, criminal record history, drug/alcohol testing history and any other non-public personal information and other confidential consumer information.

k. "**Consumer Report**" means any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing

the consumer's eligibility for (A) credit or insurance to be used primarily for personal, family, or household purposes; (B) employment purposes; or (C) any other purpose authorized under section 604 [§ 1681b].

l. "**Agreement**" means this Subscriber Agreement entered into by the parties, together with any and all EXHIBITs attached hereto and made a part hereof by reference, and any and all amendments or modifications made hereto pursuant to mutual written agreement of the parties.

m. "**Address History Trace**" means a process that provides validation of the social security number entered, along with performing a name and address history trace based upon the same social security number that returns any Personal Identifying Information obtained from various private sources that includes, but is not limited to, names, addresses, phone numbers, and date of birth that have been associated with the social security number.

n. "**FCRA**" means Fair Credit Reporting Act.

2. No Joint Venture or Partnership.

This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Bchex and Subscriber. Bchex shall provide Services as an independent contractor to the Subscriber. Neither party shall have the right to obligate or bind the other in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties. This Agreement is nonexclusive in all respects, and either party may provide similar services to third parties and receive similar services from third parties.

3. Term and Termination.

a. This Agreement shall commence on the Effective Date and shall have a term of one (1) year from the date hereof. Notwithstanding the foregoing, this Agreement shall automatically renew and continue on an annual basis for additional one (1) year terms, unless either party gives written notice of its intention not to renew not less than thirty (30) days prior to the end of the current term (the initial term and any renewal, collectively referred to as "Term").

b. Either party shall have the right to immediately terminate this Agreement if the other party commits a material breach hereof and such breach is not cured within thirty (30) days after receipt of written notice of such breach from the non-breaching party.

4. Grant of License, Services.

a. Limited License. Bchex hereby grants to Subscriber a limited, non-exclusive, non-transferable license to use the Data obtained by Subscriber from Bchex through the use of Bchex System's and Services. Data can only be used by Subscriber and Subscriber's authorized users for such purposes, and in such forms, as are expressly authorized hereunder, and are subject to, the terms and conditions set forth within this Agreement.

b. Notwithstanding anything herein to the contrary, the Data that is accessed from Bchex has been created and maintained by, among others, various private entities and public government agencies that are not under the control of Bchex. Responsibility for the accuracy and the currency of the Data rests solely with the various entities and government agencies and other contributors who create and maintain said Data.

c. Subscriber recognizes that the information Subscriber requests from Bchex is secured by and through fallible human sources and that for the fee charged, Bchex cannot be an insurer of the accuracy of the information.

d. Services Generally. Bchex will at all times exercise its best efforts to deliver Services to Subscriber in an expeditious and efficient manner, but it shall have no obligation or liability to Subscriber for any delay or failure under this Agreement for causes, including any force majeure, not related to Bchex or its employees.

e. Use of Subscriber Information. The Services Bchex will provide to Subscriber in connection with this Agreement will require Subscriber to furnish sensitive Consumer Information to Bchex. Both Subscriber and Bchex recognize the sensitivity and confidentiality of the Consumer Information and warrant that this information will not be used for any purpose other than a permissible purpose as required under the Fair Credit Reporting Act, Drivers Privacy Protection Act, Gramm-Leach-Bliley Act or any other federal, state, local law or regulation, including any law and regulation from the Equal Employment Opportunity Commission.

f. Occupational Health Screening Services. In the event Subscriber chooses to utilize any of the Occupational Health Screening Services including Controlled Substance Screening Services (drug testing) Bchex will do so under the following circumstances:

i. Subscriber shall ensure that all candidates and/or employees who are tested or screened have executed a written consent for any test in advance and that the consent specifically authorizes Bchex to obtain results of any screen or drug test and communicate those results to Subscriber via a Bchex Interface and releases any and all claims against Bchex on account of or related to any screen and communication of the results of any screen, test or retest.;

ii. Subscriber recognizes that information relating to the Occupational Health Screening Services or Controlled Substance Screening Services may be considered confidential medical information under the Americans with Disabilities Act and other federal, state or local laws. Bchex may furnish a separate User ID for Subscriber to access the results.

iii. Subscriber will ensure that all information communicated via a Bchex Interface or otherwise communicated to Subscriber, is accessed, transmitted, communicated, used and maintained only as allowed by federal, state and local law, including the American's with Disabilities Act; and

iv. Subscriber indemnifies and holds Bchex harmless from any and all loss, cost and expense, including attorney's fees, related to or arising out of any Occupational Health Screening Service or Controlled Substance Screen, result or drug test information from a Bchex, System and/or a Bchex communication of drug test results to Subscriber in any form.

5. User ID.

a. Subscriber will be provided a confidential User ID. Subscriber must obtain from Bchex a unique User ID for each Subscriber authorized user. Subscriber has the sole responsibility to keep the User ID secure. Subscriber's User ID must be protected in such a way that this sensitive information is known only to key personnel that are employed by Subscriber. Under no circumstances should unauthorized persons be given knowledge of Subscriber's User ID. The User ID should not be posted in any manner within Subscriber's facility. Subscriber's User ID is not to be released by telephone to any unauthorized caller by either party to this Agreement and/or their respective employees and/or representatives.

b. Subscriber shall notify Bchex immediately so that Bchex can issue new User ID's when any of the following circumstances occur: (i) Any company personnel who has access to the Interface is terminated from, or leaves, Subscriber's employment, is transferred, and/or is assigned job duties such that access to the Interface is no longer required; (ii) Subscriber becomes aware of or suspects questionable or unauthorized activity regarding access to the Interface; (iii) Subscriber becomes aware of any potential compromise of Subscriber's business systems that may expose Bchex to security vulnerabilities.

6. Fees, Invoicing and Payment.

a. The fees for Services shall be as set forth in the Bchex fee schedule, which will be made available to Subscriber prior to the Date of this Agreement and may change from time-to-time. A copy of which may be attached and incorporated by reference. Bchex reserves the right to change and charge the fees, as set forth in the Bchex fee schedule. Upon receipt of a change in fees notice, Subscriber shall have thirty (30) days in which to terminate this Agreement without penalty.

b. Subscriber understands that Subscriber is liable for any and all charges by anyone using Subscriber's User ID to access Data and Services from Bchex. This includes any instance when the User ID is compromised as a result of the action, inaction, nonfeasance or misfeasance of Subscriber and/or its employees, even though Subscriber may be without fault, but does not include any instance when the User ID is compromised as a result of any acts or omissions of Bchex or its employees or agents.

c. Subscriber agrees to pay Bchex the applicable charges for the various Services rendered to Subscriber as specified in Bchex's Pricing Schedule in effect at the time of the Services, which may change from time to time. Bchex will submit an invoice to Subscriber on a monthly basis. Payment shall be due thirty (30) calendar days following the Bchex invoice date. All accounts not paid in full by the due date shall be in arrears and may be assessed a late charge of 1.5% per month on the outstanding balance ($25.00 minimum) or any part thereof. Subscriber shall not be penalized for non-payment of any disputed amounts while such disputes are being resolved. Subscriber will be solely responsible for all federal, state and local taxes levied to or assessed against Subscriber in connection with Subscriber's use of the Services.

d. Subscriber agrees that Bchex reserves the right to suspend Subscriber access to Bchex Services and/or revoke direct billing status if Subscriber is more than thirty (30) calendar days late in payment (30 calendar days after the payment is due). Should Subscriber's check be returned for non-sufficient funds or Subscriber fails to make timely payment more than thirty (30) calendar days after payment is due, Subscriber's account may be suspended until payment is received in full or suspended without notice. A returned check charge of $40.00 will apply to all checks returned unpaid by the bank.

7. Confidentiality.

a. Bchex and Subscriber hereby agree, and will contractually require that their respective subcontractors, officers, directors, employees, consultants, representatives and agents ("Related Parties") agree, that during the term of this Agreement and thereafter, except as permitted in this Agreement or expressly in writing by Bchex and Subscriber, Bchex and Subscriber and their respective Related Parties shall not use, disclose, distribute, make known or communicate any Confidential Information to any person, firm or enterprise, except to such Related Parties and to a party's legal and financial advisors, each subject to a duty of confidentiality. A party ("Disclosing Party") may disclose the other party's ("Non-disclosing Party") Confidential Information as required to comply with any validly issued subpoena or court order, provided that, prior to compliance with any such order, and at the request of Non-disclosing Party, the Disclosing Party will cooperate with Non-disclosing Party to obtain a protective order. The Disclosing Party further agrees to provide Non-disclosing Party written notice of the Disclosing Party's receipt of a validly issued subpoena or court order seeking or ordering disclosure of Non-disclosing Party's confidential records within a reasonable time prior to the Disclosing Party's planned disclosure of the requested information in order to allow Non-disclosing Party a reasonable opportunity to quash the subpoena or obtain a protective order. Non-disclosing Party, upon the Disclosing Party's breach of this section, may seek injunctive relief against the Disclosing Party and/or against the party seeking disclosure of Non-disclosing Party's Confidential Information. The provisions of this section shall survive termination of this Agreement for as long as the information in question remains "Confidential Information" as defined below.

b. As used herein, the term "Confidential Information" means, without limitation: (i) any information relating to either party's product plans, specifications, designs, System design, processes and procedures, search methodologies, algorithms, development, costs, pricing or trademarks, or relating to its finances, marketing plans, business opportunities, personnel, research, product design, customer service processes and procedures, IP Rights or know-how; (ii) any information relating to the identity of clients; or (iii) any information designated by the disclosing party as confidential. Subscriber and Bchex agree that they have no obligation to keep confidential any information that: (iv) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (v) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (vi) is independently developed by the receiving party; (vii) is lawfully obtained from a third party who has the right to make such disclosure; or (viii) is released for publication by the disclosing party in writing.

8. Waiver of Liability, Limitation of Liability, and Indemnification.

a. Notwithstanding anything herein to the contrary, the Data that is accessed from Bchex has been created and maintained by, among others, various government agencies that are not under the control of Bchex. Responsibility for the accuracy and the currency of the Data rests solely with the various government agencies and other contributors who create and maintain said Data.

b. Subscriber recognizes that the Data Subscriber obtains from Bchex is secured by and through fallible human sources and that for the fee charged, Bchex cannot be an insurer of the accuracy of the information. Subscriber specifically waives any claim or claims against Bchex and Bchex subcontractors, officers, directors, employees, consultants, representatives and agents arising out of or relating to the accuracy or completeness of the Data.

c. Bchex's liability for any claims not waived pursuant to this Agreement is limited, at Bchex's option, to Bchex's reperformance of the Services in question or a credit for the amount paid by Subscriber for such Services. In no event shall Bchex's liability to Subscriber exceed the amount paid by Subscriber for Services during the six months preceding Bchex's alleged breach or wrongful act, and in no event shall it include liability for special, incidental, or consequential damages, contribution or indemnification.

d. Subscriber shall indemnify, defend and hold harmless Bchex and Bchex, subsidiaries, subcontractors, officers, directors, employees, contractors, consultants, representatives and agents from any and all claims, actions, demands, liabilities, settlements, costs, damages or liability, whatsoever, that arise out of, are related to, or are caused in whole or in part, by the fraudulent, willful and wanton, negligent, or wrongful act, error or omission of Subscriber or its employees or agents, including any act or omission in violation of this Agreement.

9. DISCLAIMER.

BCHEX SERVICES ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND FROM ANYONE AND HEREBY SPECIFICALLY DISCLAIMS SAID WARRANTIES. THIS DISCLAIMER INCLUDES WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BCHEX MAKES NO WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS, TIMELINESS AND VALIDITY OF THE SERVICES PROVIDED.

10. Insurance

Each Party shall maintain throughout the term of this Agreement a policy of professional liability and/or error and omissions coverage with a single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. The insurance required herein shall be issued by an insurance company authorized to do business in all states necessary to ensure effective coverage under this agreement, and be written with a carrier that maintains an A.M. Best rating of at least A-. Each party agrees to produce upon request of the other party certificates of insurance evidencing such coverage.

11. Ownership of Proprietary Information.

Bchex's System, Database, IP Rights and Proprietary or Confidential Information, including all modifications and enhancements thereto, shall remain the sole exclusive property of Bchex. Subscriber's Proprietary or Confidential Information shall remain the sole and exclusive property of Subscriber. Each party acknowledges that any use or disclosure of the other party's Proprietary or Confidential Information, other than as specifically provided for in this Agreement, may result in irreparable injury and damage to the non-using or non-disclosing party. Accordingly, each party hereby agrees that, in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-using or non-disclosing party shall be entitled to apply for suitable relief in addition to any other remedies that may be available.

12. Compliance with Laws.

a. Bchex and Subscriber agree to perform the obligations under this Agreement in material compliance with all laws, rules, regulations, orders and other legally-binding pronouncements of any governmental authority, foreign or domestic, applicable to and governing each party's performance of its obligations hereunder.

b. Bchex and Subscriber each represent and warrant that each shall comply with all applicable federal, state and local statutes, regulations and ordinances governing the disclosure, use and distribution of Data and information furnished by Bchex under all Services the Subscriber utilizes. Subscriber certifies that Subscriber will comply with 15 U.S.C. §1681 et. Seq. as summarized in EXHIBIT "A" ("Notice to Users of Consumer Reports: Obligations of Users Under the FCRA"). Subscriber further certifies that Subscriber will not use information obtained from Bchex in violation of any federal or state equal opportunity employment laws or regulations. Subscriber understands that the Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act (DPPA) and Gramm-Leach-Bliley Act,

codified at 15 U.S.C. § 6801, et. seq. and any laws and regulations promulgated by the Equal Employment Opportunity Commission (EEOC) are subject to change, and Subscriber agrees to comply will all future modifications to said Acts.

c. In cases where Subscriber provides a Consumer Report, where that is legally permissible, as defined by the FCRA, to any third party containing Data and/or information furnished by Bchex under all Services obtained by Subscriber from Bchex, Subscriber warrants and represents that Subscriber will provide all such third parties with the prescribed notice of their duties and responsibilities as a user of a Consumer Report under the FCRA and all other State and Federal laws, rules and/or regulations.

d. Components of a Bchex Address History Trace includes nonpublic personal information, as defined in the Gramm-Leach Bliley Act, codified at 15 U.S.C. § 6801, et. seq. and its implementing regulations (collectively, "GLBA"). Subscriber warrants and represents that Subscriber will not use Consumer Information or nonpublic personal information obtained from the Bchex Address History Trace, in whole or in part, in determining a consumer's eligibility for credit, for employment, or for insurance or in any manner that would violate the GLBA or State and Federal laws, rules and/or regulations.

13. Use of Name, Trademarks, Trade Names and Publicity.

Both parties agree that they will not use the name(s), trademarks or trade names of the other party, whether registered or not, in publicity releases or advertising or publicly in any other manner, including company client lists, without securing prior written approval by the other party.

14. Notices.

All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by overnight courier, registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth herein, or by facsimile, electronic mail, or hand delivery. Subscriber and Bchex are responsible for maintaining with the other a current address, facsimile phone number, email, which, as of the date of this Agreement, are shown below.

15. Governing Law.

This Agreement, any addendums or Exhibits, and their terms and conditions are governed by and shall be construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law provisions. Each Party agrees to accept and acknowledge service of any and all process that may be served in any suit, action, or proceeding. Each Party agrees that any service of process upon it mailed by registered or certified mail, return receipt requested to such Party at the address in the Notices Section above shall be deemed in every respect effective service of process upon such Party in any such suit, action, or proceeding.

16. Arbitration and Waiver of Jury Trial.

a. Subject to subparagraph (f) below, this paragraph concerns the resolution of any controversies or claims between the Parties, whether arising in contract, tort, by statute, or by common law (including statutory and common law claims for contribution and/or indemnification), including but not limited to controversies or claims that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) any document related to this Agreement (collectively a "Claim").

b. At the request of any party to this Agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this Agreement provides that it is governed by the law of a specified state. The arbitration will take place on an individual basis without resort to any form of class action.

c. Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of commercial disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this paragraph. In the event of any inconsistency, the terms of this paragraph shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, Bchex may designate another arbitration organization with similar procedures to serve as the provider of arbitration.

d. The arbitration shall be administered by AAA and conducted in Mecklenburg County, North Carolina. All Claims shall be determined by one arbitrator. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed, judgment entered and enforced.

e. The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of the statute of limitations, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this agreement.

f. The filing of a court action is not intended to constitute a waiver of the right of any Party, including the suing party, thereafter to require submittal of the Claim to arbitration. Notwithstanding the foregoing, Bchex may bring an action in a court having jurisdiction for recovery of any sums due on an account for goods and for services provided under this Agreement, and either party may bring an

SECTION 17. NONDISCRIMINATION

The Contractor, its employees, agents, subcontractors, assignees, and delegates shall not unlawfully discriminate against any person in the performance of this Contract. The Contractor shall comply with all applicable federal, state, and local nondiscrimination requirements.

SECTION 18. DISPUTES

a. Questions or claims concerning the meaning, interpretation, or performance of this Contract shall first be submitted in writing to the District's Contract Representative.

b. The parties shall attempt in good faith to resolve disputes at the administrative level before initiating litigation.

c. Unless the parties agree to an alternative dispute resolution process, unresolved disputes shall be decided in a court of competent jurisdiction in Island County, Washington.

d. Pending resolution of a dispute, the Contractor shall diligently continue performance of undisputed Work in accordance with the Contract.

SECTION 19. CHOICE OF LAW, JURISDICTION, AND VENUE

This Contract shall be governed by and construed according to the laws of the State of Washington. Any legal action arising from this Contract shall be brought in a court of competent jurisdiction in Island County, Washington.

SECTION 20. SUCCESSORS AND ASSIGNS

To the extent permitted by law, the parties bind themselves and their respective successors and permitted assigns to the obligations contained in this Contract.

SECTION 21. SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in effect. Any provision conflicting with applicable Washington law shall be construed or modified to conform to applicable law to the extent legally permissible.

SECTION 22. ENTIRE AGREEMENT

This Contract, together with all documents expressly incorporated by reference, constitutes the entire agreement of the Parties concerning the Work and supersedes all prior or contemporaneous negotiations, representations, proposals, understandings, and agreements, whether oral or written, concerning the same subject matter. Neither Party is relying upon any representation not expressly set forth in the Contract Documents.

SECTION 23. MODIFICATION

No amendment, modification, waiver, or alteration of this Contract shall be effective unless set forth in a written instrument executed by authorized representatives of both Parties, except as otherwise expressly provided in the Contract Documents.

SECTION 24. NOTICES

Formal notices required under this Contract shall be delivered personally or sent by a method providing reasonable evidence of delivery to the addresses identified in Section 8. Electronic notice may be used when acknowledged by the receiving party unless a particular form of notice is required by law.

SECTION 25. INSPECTION

The District shall have the right to inspect the Work and materials for conformity with the Contract and Project Documents. The District may request copies of licenses, permits, approvals, or other documentation applicable to the Contractor's performance. Inspection by the District does not relieve the Contractor of responsibility for ensuring that all Work and materials conform to the Contract requirements.

action in a court having jurisdiction for injunctive relief. Any such action or actions shall be deemed an exception to the requirement that any Claim be submitted to arbitration hereunder.

g. By agreeing to binding arbitration, the parties irrevocably and voluntarily waive, to the extent permitted by North Carolina law, any right they may have to a trial by jury in respect of any Claim. This provision is a material inducement for the Parties entering into this Agreement.

17. General.

a. Survival. Provisions 7, 8, 9, 11, 15 and 16 of this Agreement shall survive the termination of the contract period and the assignment of this Agreement by Subscriber to any successor in interest or other assignee, except as expressly stated and agreed herein by the parties.

b. Assignment. The Subscriber may not assign this Agreement in whole or in part without the prior written consent of Bchex. Bchex may, without Subscriber's consent, assign or transfer this Agreement and in such event Bchex's assignee or transferee shall have the rights, powers, privileges, and remedies of Bchex herein. Bchex further agrees any assignment or transfer of this Agreement shall not alter, amend, except or add to the terms of this Agreement in any manner.

c. Force Majeure. Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.

d. Waiver. No waiver by Bchex and/or Subscriber of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Bchex and/or Subscriber of any right under this Agreement shall be construed as a waiver of any other right. Bchex and/or Subscriber shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

e. Headings and Interpretation. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement. This Agreement shall not be construed or interpreted in favor of or against Bchex or Subscriber on the basis of draftsmanship or preparation of the Agreement.

f. Integration and Severance. This Agreement constitutes the entire Agreement between Bchex and Subscriber, and it supersedes any and all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

g. Legal Fees, No Legal Advice.

1. Legal Fees. In addition to section 16, subparagraph (e), if any dispute arises between the Subscriber and Bchex with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceeding, in addition to any other legal or equitable relief it may be awarded.
2. No Legal Advice. Subscriber acknowledges that Bchex will not render any opinions regarding consumer report content, and Subscriber shall base its screening processes, criteria, adjudication (if applicable) and decisions on its own policies, procedures and review of applicable Laws. Any consultation, training and/or sample forms (e.g., disclosure and authorization forms, and pre-adverse and adverse action notices) provided by Bchex are provided for informational purposes only, and not for the purpose of providing legal advice and/or for Subscriber's reliance. Subscriber acknowledges that it is solely responsible for, and for consulting on an ongoing basis with its own legal counsel familiar with Subscriber's legal and regulatory obligations related to the compliant procurement and use of consumer reports and other services obtained under this Agreement. Subscriber shall not assert any claim against Bchex for, and waives liability against Bchex for, any claims regarding or arising out of Subscriber's claim of legal advice from Bchex or Subscriber's failure to perform compliance obligations under the law.

h. Amendments. The terms and conditions of this Agreement may be modified at any time for any reason through written authorization signed by both parties.

i. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one instrument. The parties agree to cooperate fully and execute any additional documents necessary to give full force and effect to this Agreement.

Authority.

Each party warrants and represents to the other that it has all necessary right and authority to enter into this agreement and to grant to the other party all rights herein granted and the respective signatory below is duly authorized by all necessary and appropriate corporate action to execute the Agreement on behalf of such party.

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Subscriber:

Bchex, a d/b/a of
Background Investigation Bureau, LLC:

9713 Northcross Center Ct
Suite 201

Huntersville

NC

28078

704-439-3900

704-439-3901



Ken Monroe

Chief Executive Officer

LEGAL NOTICES ADDRESS

notices.legal@bib.com

EXHIBIT "A"

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling

credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer

must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  (1) the identity of all end-users;
  (2) certifications from all users of each purpose for which reports will be used; and
  (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681c-1	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681c-2	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 613	15 U.S.C. 1681k
Section 627	15 U.S.C. 1681w	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

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bchex

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$6.95

- Address History Trace
- Multi-Jurisdictional Record Search (National Database - All Hits Verified at the Court Level)
- National Sex Offender Registry
- Security Watch List
- ID Scan
- Adverse Action Processing
- SSN Validation

*All Alias' +$3.00**

ESSENTIAL
$9.95

- Address History Trace
- Current County of Residence Discovered from Trace
- Multi-Jurisdictional Record Search (National Database - All Hits Verified at the Court Level)
- National Sex Offender Registry
- Security Watch List
- ID Scan
- Adverse Action Processing
- SSN Validation

*All Alias' +$5.00**

PREMIUM
$16.95

- Address History Trace
- County Search from 7 Year Address History Trace (all counties)
- Multi-Jurisdictional Record Search (National Database - All Hits Verified at the Court Level)
- National Sex Offender Registry
- Security Watch List
- ID Scan
- Adverse Action Processing
- SSN Validation

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*Unlimited AHT (All Counties) +$6.00**
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- Employment Verification +$8.00*
- Personal Reference +$3.00
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12.j New Business Item: Resolution 2026-11 Reaffirming and Readopting District Bylaws
Meeting Date:11.19.2026
Presented By: BOC

- The District's bylaws require review and adoption at least every 24 months.
- At the October 22, 2026, meeting, the Board unanimously approved updating the bylaws review date to October 22, 2026.
- The bylaws are being presented for formal readoption, with no substantive changes.
- The bylaws are attached to the resolution as Exhibit A.

Recommended Motion: I move to approve Resolution No. 2026-11, reaffirming and readopting the North Whidbey Pool, Park, and Recreation District Bylaws as presented in Exhibit A.

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

RESOLUTION NO. 2026-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT REAFFIRMING AND READOPTING THE DISTRICT BYLAWS

WHEREAS, Section 2.3 of the District's bylaws requires the Board of Commissioners to review and adopt the bylaws at least every twenty-four months; and

WHEREAS, the District's bylaws were previously approved by the Board of Commissioners on November 21, 2024; and

WHEREAS, at its October 22, 2026, regular meeting, the Board unanimously approved updating the bylaws review date to October 22, 2026, and directed that the bylaws be presented for formal adoption at its November meeting; and

WHEREAS, the bylaws have been updated for grammatical clarity and consistency without changing their substantive provisions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the North Whidbey Pool, Park, and Recreation District as follows:

Section 1. Readoption of Bylaws. The Board hereby reaffirms and readopts the District bylaws, attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. Continuation of Existing Provisions. The bylaws shall remain in effect as readopted, with no substantive changes to their existing provisions.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

ADOPTED by the Board of Commissioners of the North Whidbey Pool, Park, and Recreation District at its regular meeting on November 19, 2026.

Dated: November 19,2026

_____	_____
Brit Kraner, Commissioner	Melissa Hartmann, Commissioner
_____	_____
William "Bill" Larsen, Chair	David Guy, Commissioner

Jaemee Rozz Witmer, Commissioner

EXHIBIT A

NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT BYLAWS

(In accordance with RCW 24.03.070, as cited in the original document)

ARTICLE I. NAME, POWERS, RIGHTS, AND LIABILITIES

Section 1.1 Name

The name of the municipal corporation, duly established pursuant to the laws of the State of Washington, shall be the "NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT", hereinafter referred to as the "District."

Section 1.2 Powers, Rights, and Liabilities

By and in the District name, the District shall have and exercise all powers, functions, rights, and privileges now and hereafter given or granted to, and shall be subject to all the duties, obligations, liabilities, and limitations, now and hereafter, imposed upon municipal corporations of the same class, by the Constitution and the laws of the State of Washington, and shall have and exercise by, or which are incidental to or inhere in municipal corporations of like character and degree. The District shall have all powers possible to have under the Constitution and laws of this **State.**

Section 1.3 Property

The properties managed by the District include the John Vanderzicht Memorial Pool located at85 SE Jerome Street, Oak Harbor, WA. 98277, the Clover Valley property located at 996 Ault Field Road, Oak Harbor, WA. 98277, including ball fields, an off-leash dog park, the adjacent property, and the Hillcrest property.

ARTICLE II. THE GOVERNING BODY AND BOARD COMPOSITION

Section 2.1 Board Composition

The governing body of the District shall consist of a Board of five (5) elected members, known as Commissioners, hereinafter referred to as "the Board." The Commissioners must reside in or own property within the boundaries of the District and must be registered to vote within the same District.

Section 2.2 Terms and Conditions

Commissioner elections and terms will be in accordance with RCW 36.69 and RCW 42.12.

Section 2.3 Bylaw Adoption

These bylaws shall be reviewed and adopted at least every twenty-four months after each revision or sooner if a revision is made during that twenty-four-month period.

ARTICLE III. DUTIES OF THE BOARD AND BOARD MEETINGS

Section 3.1 Duties of the Board

The Board of Commissioners shall exclusively provide policy, oversight, and direction for the District, its Executive Director, and staff in accordance with RCW 36.69.120.

Section 3.2 Board Positions

The majority of the whole membership of the Board shall elect a Chair, Vice-Chair, and Secretary. These officers shall hold office until the first meeting in January of each year. They may, if reelected, serve more than one term. The Board may, upon a vote of 60%, vacate any position when the officer fails to adequately perform their assigned duties effectively. An election for the vacated position should be held as soon as feasible.

Section 3.2.a Duties of the Chair

The Chair shall preside over all meetings of the Board. In the Chair's absence or inability to preside, the Vice-Chair shall assume all duties. If, however, the Chair is to be permanently unable to preside, the Board shall select a new Chair for the remainder of the term. The Chair shall be responsible for developing the agendas for the Board's monthly meetings and have them available at least 24 hours before the meeting for distribution upon request in accordance with RCW 42.30.077. This duty can be delegated.

Section 3.2.b Duties of the Secretary

In accordance with RCW 42.30 and RCW 42.56, the Secretary shall be responsible for overseeing all records and files, including mandatory archiving of records, and the Secretary shall post all notices of regular and special Board Meetings. This includes archiving as outlined by the State Archival System. This duty can be delegated.

Section 3.3

The Board will govern lawfully the RCWs in the best interest of the community that it serves and the citizens that reside in the District.

Section 3.4

Any ethical violation observed or reason ably suspected by any community member or District employee on District premises or in its programs brought to the Board will be addressed promptly.

Section 3.5

The Board shall not cause or allow any practice activity, decision, or organizational circumstance that is unlawful or in violation of commonly accepted business practices or professional ethics. The Board, as individuals, are enabled to utilize their Commissioner titles when expressing their individual beliefs publicly. If choosing to do so, it must be made clear when speaking in an official capacity, or if what is being stated is done so in a personal capacity. To safeguard the public's trust and confidence in the District, Commissioners are not to utilize the prestige of the District for personal gain.

Section 3.6 Meetings and Meeting Notices

a. All NWPPRD Board meetings shall operate in compliance with all relevant provisions of RCW 42.30.

b. Regular Meetings. A Resolution of the Board shall establish the time and place of regular meetings of the Board. Such Resolution will also specify the appropriate notification of such meeting IAW RCW 42.30.075.

c. Special Meetings. The Chair, or the majority of the Board, may call special meetings at any time. The notification of such a meeting must be delivered to each board member and others requiring notification IAW RCW 42.30.080.

d. Executive Sessions. The Board may hold executive sessions IAW RCW 42.30.110.

Section 3.7 Quorum

A majority of all members of the Board shall be present to constitute a quorum for the transaction of business at all meetings of the Board. When a quorum is present at any Board meeting, the vote of at least three Board members present and voting shall decide any question brought before such meeting, and such vote shall be binding upon all Board members unless the question is one upon which by express provision of Washington State law, these bylaws or Robert's Rules of Order a different vote is required, in which case such express provisions shall govern and control the decision of such question. Washington State law shall supersede all others if there is any doubt.

Section 3.8 Parliamentary Procedures

Unless otherwise governed by the provisions of these bylaws or laws of the State of Washington, Roberts Rules of Order, most recent edition, shall apply.

Section 3.9 Business and Standing Rules

The Secretary shall digitally maintain a list of Business and Standing Rules as adopted by the Board to assist in the day-to-day decision making of the board and executive staff. Each member of the Board shall have access to and adhere to the Business and Standing Rules as adopted. Business and Standing rules may be amended, appended or stricken at any time by a majority vote of the board. The Business and Standing rules are intended to establish precedent, maintain standardization in the decisions made by the Board.

Section 3.10 Board Acting as a Body

The Board shall act as a body in making decisions and announcing them. No member shall speak or act for the Board without prior authorization of a majority of the Board except as provided in these bylaws.

Section 3.11 Board Meeting Records

a. The proceedings of the Board Meetings shall be recorded and maintained in accordance with RCW 42.56. The minutes shall consist primarily of a record of the action taken. Prior to adopting the minutes, copies of the proposed minutes shall be forwarded to all Board members before the next regular meeting for their reference and/or correction. The Board shall consider the minutes for adoption or necessary correction at the next regular meeting. Copies of the adopted minutes shall be made available to all Board members.

b. Resolutions and Motions. Every action by the Board of a general or permanent nature, and every action otherwise required by state statute, shall be by resolution or motion.

Section 3.11 Committees

The Chair may appoint Board members to serve on standing or special committees. At the time of the appointment of such members, the Chair shall state the objective of the Committees and reporting requirements.

ARTICLE IV. DUTIES OF THE EXECUTIVE DIRECTOR

Section 4.1 Appointments and Removal

The Board shall appoint and remove the Executive Director. The Executive Director shall serve under an employment contract reviewed for renewal at least annually. The Executive Director shall perform the administrative duties specified in these bylaws.

Section 4.2 Duties of the Executive Director

a. To have general supervision over the operational and administrative affairs of the District.

b. To appoint and remove, at any time, employees of the District at their discretion, and as the law, policies of the District, and circumstances may indicate.

c. To attend all meetings of the Board and committees at which that body may require the Executive Director's attendance.

D. To represent the District to the greater community, including partners, social organizations, and the public.

e. To recommend for adoption by the Board such measures as the Executive Director deems necessary.

f. To prepare and submit to the Board such reports as required or as they deem necessary.

g. To keep the Board advised monthly of the District's financial condition and future needs.

h. To make the Board aware of relevant trends, anticipated adverse media coverage, threatened or pending lawsuits, or other pertinent changes in the District.

i. To prepare and submit to the Board a proposed operating budget and plan for the fiscal year and administer the adopted budget.

j. To administer activities of the District to fulfill its mission, promote its programs, and maintain its facilities.

k. To organize and schedule special events and programs.

l. To organize and maintain all written policies and resolutions so that they can be implemented quickly and efficiently.

m. The Executive Director shall be authorized to expense routine payroll and operational expenses without Board resolution or signatures.

n. The Executive Director shall not, without Board approval, remove more than 10% from the District Reserve Fund.

o. The Executive Director shall be authorized to sign contracts on behalf of the District, with prior Board approval.

p. Perform all other duties assigned by the Board in accordance with the Executive Director's contract.

ARTICLE V. SEVERABILITY

Section 5.1

If any of these bylaws or their application to any person or circumstance is held invalid, the remainder of these bylaws or the application of the provisions to other persons or circumstances is not affected.

ARTICLE VI. AMENDMENTS

Section 6.1

These bylaws, as adopted by the Board, may be revised or amended at any regular meeting of the Board if amendments or proposed revisions are submitted in writing to each board member at least ten days prior. No amendments to the bylaws shall be permitted without prior notice and the majority vote of the Board.

Section 6.2

The foregoing bylaws of the North Whidbey Pool, Park, and Recreation District, consisting of six Articles, have been amended, adopted, and approved by the majority vote of the Board on October 2, 2024, and approved on November 21, 2024, superseding all previous District bylaws.

Reviewed October 22, 2026. Proposed for readoption without substantive amendment on November 19, 2026, subject to Board approval.

12.k New Business Item: Employee of the Month
Meeting Date:11.19.2026
Presented By: RC Clark and HL/MA Dominguez

Carolyn is being recognized for her hard work, dedication, and willingness to step up whenever needed. She has covered numerous shifts and consistently shown that she is someone the team can count on. Her flexibility and willingness to help fill scheduling gaps have made a significant difference in keeping our facility running smoothly.

13.Executive Session None
Meeting Date: 11.19.2026
Presented By: Chair

> ***Note:** The governing body may hold executive sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110. Before convening an executive session, the presiding officer must announce the purpose of the session and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the session is being extended. NO ACTION CAN BE TAKEN IN EXECUTIVE SESSION.*

"The board is entering into executive session pursuant to (insert RCW here). for a period of _____ minutes, until _____ a.m./p.m."

(Start Time: _____ am/pm) *(Ending Time: _____ am/pm)*

**If an extension is required, the presiding officer must come out of the room in which the session is being held and make the following announcement:*

(Extension announcement time: _____ am/pm)

"The board is extending the executive session for a period of _____ minutes, until _____ a.m./p.m."

*After adjourning the executive session and at, but **not before,** the time you said you would come back:*

"I call the regular meeting back to order at _____ a.m./p.m."

Recommended Motion after Executive Session Discussion: I move

This section is for staff use

Motion _____ **2nd** _____ **Discussion:** Yes/No
Vote: Y/N/AB
BK___ BL___ JW___ MH___ DG___

14. Item: Action Item/Review
Meeting Date: 11.19.2026
Presented By: Staff/Secretary

15. Item: Final Board Comments
Presented By: BOC

16. Item: Next Regular Meeting is Thursday, December 17, 2026, @ 6:00 p.m. @ John Vanderzicht Memorial Pool

Presented By: Chair

17. Item: Adjourn
Presented By: BOC

Recommended Motion: I move we adjourn the meeting.