



# PUBLIC NOTICE



## BOARD OF COMMISSIONERS REGULAR MEETING

Location: John Vanderzicht Memorial Pool  
 Date & Time: Thursday, March 26, 2026, 6:00 p.m.  
 Online: [Join Us](#) or Scan the \*QR Code

1. MEETING CALLED TO ORDER
2. ROLL CALL
3. PUBLIC COMMENTS
4. CONSENT AGENDA ANNOUNCEMENT
5. CONSENT AGENDA ITEMS
  - a. Minutes:
    - i. 2.26.26 Regular Meeting Minutes
  - b. Vouchers and Payroll:
    - i. Expense Voucher #11084-11086, 11090-11107  
 \$37,399.08
    - ii. Payroll  
 \$77,839.26
    - iii. DOR  
 \$1,821.16

**Total \$117,059.50**
6. STAFF REPORTS
7. COMMITTEE REPORTS
  - a. Budget Committee
  - b. Program Committee
    - i. Schedule of Fee Update
      - 1.1. Clover Valley Park Rental Fee
      - 1.2. ARC Course Fees
      - 1.3. Daily Admission Volleyball
      - 1.4. Water Volley Punch Card
      - 1.5. Water Aerobics Punch Card
      - 1.6. Swim Lesson & Party Late Fees
  - c. By Laws Committee

8. UNFINISHED BUSINESS-None
9. NEW BUSINESS:
  - a. TCP Humanity Scheduling Quote
10. EXECUTIVE SESSION:
11. ACTION ITEM/REVIEW:
12. FINAL BOARD COMMENTS:
13. NEXT MEETING: Thursday, April 23, 2026, @ John Vanderzicht Memorial Pool
14. ADJOURNMENT:

### Public Notice of Potential Social Gathering

Following regularly scheduled meetings of the NWPPRD Board of Commissioners, members of the Board may attend a social gathering at a local business. This event is informal and purely social in nature. No official business will be conducted, and no decisions will be made. This notice is provided in accordance with open public meeting requirements to ensure transparency and public awareness.



**POOL, PARK, AND RECREATION**  
DISTRICT  
**Commissioner Communication**

**1. Item:** Meeting Called to Order

**Meeting Date:** March 26, 2026

**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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**2. 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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**3. 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.”*



NORTH WHIDBEY  
**POOL, PARK, AND RECREATION**  
DISTRICT  
**Commissioner Communication**

**4. Item:** Consent Agenda Announcement

**Meeting Date:** March 26, 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.)*

**5. Item:** Consent Agenda Approval

**Presented By:** Chair

**a. Minutes:**

**i.**

**b. Vouchers & Payroll**

**i. Expense Vouchers #s** 11084-11086, 11090-11107 \$37,399.08

**ii. Payroll:** \$77,839.26

**iii. DOR** \$1,821.16

**TOTAL:** \$117,059.50

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

*This section is for staff use*

**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **Discussion:** Yes/No

**Vote:** Y/N/AB

**BK**\_\_\_      **BL**\_\_\_      **JW**\_\_\_      **MH**\_\_\_      **DG**\_\_\_



## **BOARD OF COMMISSIONERS REGULAR MEETING**

John Vanderzicht Memorial Pool  
85 Southeast Jerome Street, Oak Harbor, WA 98277  
Thursday, January 22, 2026  
6:00 PM

- 1. MEETING CALLED TO ORDER** at 6:00 pm by BOC Chair Larsen.
- 2. ROLL CALL:** Comms Kraner, Larsen, Witmer, Hartmann and Guy were present.
- 3. PUBLIC COMMENTS:**

Becky Wilson commented regarding the elimination of the Premium Membership. She stated she was unaware of the change prior to her membership expiration and expressed concern about communication and the financial impact. She requested reconsideration of reinstating the Premium Membership, potentially with an increase.

Akemie & Clint Christensen reiterated written comments previously submitted. She requested reinstatement of the Premium Membership with a potential increase, consideration of a senior discount, adjustments to punch card options, cooperation with the City of Oak Harbor regarding future pool management, and discussion of alternative revenue options.

Angie McAllister expressed concern about the elimination of the Premium Membership and its impact on her ability to continue participating at the same frequency once her current membership expires.

Andrea Grunberg expressed concerns regarding the process and communication surrounding the fee increases and elimination of the Premium Membership. She questioned transparency, suggested greater outreach and community input prior to changes, and raised concerns about equity and funding sources.

Elaine Graham expressed appreciation for the materials provided but requested additional information regarding the analysis supporting elimination of the Premium Membership. She suggested exploring alternative membership structures, including an all-access option, and encouraged investigation of insurance-based fitness benefit programs as a potential revenue source.

Teri Bono shared personal testimony regarding the importance of the pool to her health and well-being. She expressed concern about the financial impact of the rate changes on frequent users, particularly seniors and individuals on fixed incomes. She requested reconsideration of the Premium Membership structure and restoration of membership timeframes previously purchased.

Rae Hicks spoke in support of maintaining affordable access to aquatic programs, particularly for seniors. She emphasized the health and fall-prevention benefits of water programs and encouraged the Board to explore compassionate solutions, including potential fundraising efforts, to preserve accessibility.

Additional public comments included requests for clearer posting of committee meeting information and clarification on how to participate in future discussions.

**4. CONSENT AGENDA ANNOUNCEMENT.**

**5. CONSENT AGENDA ITEMS:** Comm. Kraner requested that the September 25, 2025, meeting minutes be removed from the Consent Agenda for separate consideration. There being no objection, September 25, 2025, minutes were removed from the Consent Agenda and added to the regular agenda as Item 6. Comm. Guy made a motion to approve the consent agenda as amended. Comm. Kraner seconded the motion, and it was approved unanimously with no further discussion.

**a. Minutes:**

- i. 11.20.25 Budget Hearing Minutes - Amended
- ii. 12.18.25 Regular Meeting Minutes

**b. Vouchers and Payroll:**

i. Expense Voucher #'s 11017-11056	\$53,292.67
ii. Payroll	\$63,104.67
iii. DOR.	\$2,104.65
<b>Total:</b>	<b>\$118,501.99</b>

**6. 9.25.25 Regular Meeting Minutes - Amended.** Comm Guy motioned to approve the 9/25/25 Regular Meeting Minutes as presented in the packet. Comm Kraner seconded and the motion carried unanimously with no further discussion.

**7. STAFF REPORTS:** ED Cochran presented staff updates with the business manager and the maintenance manager.

**8. COMMITTEE REPORTS:**

- a. Budget Committee:** NONE
- b. Program Committee:**

Commissioner Guy responded to public comment concerns:

Thank you for taking the time to share your concerns. We value public input and appreciate the opportunity to clarify several items.

**Fee Schedule Timing and Communication**

It was never the intent of the Board or staff to withhold information regarding the updated fee schedule. Our primary method of communicating with the public has historically been through our website, nwpprd.org, and the updated schedule was posted there once it was finalized.

That said, we recognize that additional communication would have been beneficial. We accept that criticism and are committed to improving how we communicate important changes in the future.

The fee schedule was formally approved at the November Board meeting, which resulted in a shortened timeline for implementation. In reviewing internal discussions, it appears that some directions may not have been conveyed as clearly as intended. Staff were instructed not to speculate on potential rate changes prior to Board action and to direct patrons to public meeting schedules. Unfortunately, that approach may have continued after approval, resulting in less proactive communication than was appropriate. Leadership is addressing this internally and has committed to providing clearer guidance and more direct outreach going forward.

**Use of Unexpired Premium Memberships**

The Committee agrees that patrons should be able to utilize any unexpired portion of a premium membership after purchasing a basic membership. This will be addressed with the board and staff for a final decision.

Staff is currently reviewing this matter and will reach out directly to affected patrons to ensure it is handled appropriately.

### Consideration of the Price Increases

The Board reviewed the budget and proposed pricing schedule over several months prior to approval. While a single-year increase of approximately 20% is understandably concerning, it reflects a longer period of pricing stability dating back to the COVID era. During that same timeframe, core inflation increased by roughly 59%, while our fees remained largely unchanged.

In 2025—the first year following passage of the new levy—operating expenses rose sharply, in some cases doubling. Without adjustments to fees, the District would not be able to meet its budget obligations.

Continuing without these changes would place the long-term viability of the facility at risk.

The Board continues to explore additional funding options, including grants, a potential levy lid lift, and possible structural changes to the District. However, fee adjustments were necessary to maintain operations in the near term.

With regard to premium memberships, analysis showed that the previous pricing did not come close to covering the actual cost of the benefits provided. In fact, premium memberships have consistently operated at a major loss and were effectively subsidized by tax dollars. The Board felt strongly that it is not appropriate for public funds to disproportionately benefit a limited group of users. Pricing must more accurately reflect actual costs to ensure fairness and sustainability. Fair pricing would have been close to \$1,600 per year.

Staffing costs are also a significant factor. While many employees start at minimum wage, the District works to retain trained staff through cost-of-living and longevity increases. Retention is critical, as training new employees is costly and turnover remains a challenge in today's labor market.

Lap swimming remains our most heavily used program. Managing lane availability requires balancing swimmer preferences, safety, and program diversity. While there may not always be visible wait times, many swimmers adjust their schedules to avoid congestion. Our goal is to equitably serve all users while maintaining program quality.

Above all, the Board is mindful that this is a tax-supported facility. Tax dollars are used to maintain the facility itself, while patron fees are intended to support the specific benefits received. This balance is essential to ethical and responsible public stewardship.

### Punch Cards

Punch cards have been carefully reviewed by both staff and the Board. While originally intended as a convenience and incentive for advance payment, they have created long-term financial challenges. Punch cards cannot legally expire, must be honored at their original value, and may not reflect current costs. Additionally, during busy periods, missed punches can further compound losses. Moving forward, punch cards will remain available as a convenience, but not as a discounted pricing option.

### Senior Discounts

An estimated one-third of our patrons qualify as seniors. The District has also received requests for discounts for other groups, including military, school district youth, low-income individuals, and organized groups. Offering discounts to one category would reasonably require extending similar consideration to others, which would significantly impact revenue and sustainability. It is estimated that 90% of patrons would fall into some kind of group where a discount would be requested. For that reason, the Board has chosen to maintain uniform pricing.

### Other Revenue Sources

District revenue comes from three primary sources: taxes, patron fees, and grants or loans. While grants are continually explored, they are generally restricted to specific projects and often require matching funds.

Grants cannot typically be used for routine operations or maintenance. Pursuing grant funding must therefore be done carefully to avoid diverting resources needed for daily operations.

### Efforts to Increase Participation

Staff continually work to promote programs through multiple media platforms and community outreach. In addition to aquatic programs, the District operates youth camps and sports leagues and is always seeking new opportunities to serve the community in financially responsible ways.

### Future Swimming Pools

There are no current plans for additional swimming pools. While the City of Oak Harbor has expressed interest in the concept in the past, the significant costs associated with construction and long-term maintenance make such projects challenging. Community members interested in pursuing private fundraising opportunities are welcome to contact the office for guidance on how donations may be directed.

### Environmental Considerations

At this time, there are no plans for major renovations or conversions to experimental heating systems. Any future upgrades would be carefully evaluated for reliability, cost-effectiveness, and long-term impact on operations

- i. Spring Break Day Camp**
- ii. Running Program.** Comm Guy presented on a "couch to 5k" like running program. Comm Guy motioned to approve the proposed program fees as presented: Summer Break Day Camp - \$205 per camper; and 5k Running Program - \$30 per runner. The motion was withdrawn and then restated by Comm Guy as motioned to approve the proposed program fees as presented: Spring Break Day Camp - \$205 per camper; and 5k Running Program - \$30 per runner. Comm Hartmann seconded the motion, and it was approved unanimously with no discussion.
- iii. Whidbey Pickleball Association.** Comm Guy presented some concepts for a feasibility study for the Pickleball Association.
- iv. Premium membership discussion.** Comm Guy presented on the discussion from program committee.

**c. Bylaws Committee:** NONE

**9. UNFINISHED BUSINESS:** NONE

### 10. NEW BUSINESS:

- a. Election of Officers.** Comm Guy nominated Comm Larsen as BOC Chair, and Comm Kraner nominated Comm Guy as BOC Chair. Comms Hartmann, Guy, Witmer, and Larsen voted for Comm Larsen, and Comm Kraner voted for Comm Guy. Comm Larsen nominated Comm Guy for BOC Vice Chair, which passed unanimously. Comm Larsen nominated Comm Witmer for BOC Secretary, which also passed unanimously.
- b. Survey.** ED Cochran presented on the feasibility study survey that OH Parks and Recreation is putting out. Must get inputs into the ED by noon Monday (Jan 26<sup>th</sup>).
- c. Resolution 2026-01 Resolution to Annually Reappoint the District's Investment Officer.** BM Millang presented on the district investment officer. Comm Kraner motioned to approve Resolution 2026-01 Resolution to Annually Appoint/Reappoint the District's Investment Officer as written. Comm Witmer seconded the motion, and it was approved unanimously with no discussion.
- d. SAO Data Sharing Agreement.** BM Millang presented the data sharing agreement for the SAO. Comm Kraner motioned to approve the Washington State Auditor's Data Sharing Agreement and authorize the Executive Director to sign the agreement. Comm Guy seconded the motion, and it was approved unanimously with no discussion.

**11. EXECUTIVE SESSION:** NONE

**12. ACTION ITEM/REVIEW:**

- a. ED directed to place the Premium Membership Extension adjustment, addressing overlapping membership terms, on the February board agenda for consideration and possible action.
- b. ED to post the scheduled committee meetings on the reader board and on the website.

**13. FINAL BOARD COMMENTS:** Comms Kraner, Guy, Witmer, and Larsen made comments.

**14. NEXT MEETING:** February 26, 2026, 6:00 p.m. at John Vanderzicht Memorial Pool.

**15. ADJOURNMENT:** The meeting adjourned at 7:28 pm by BOC Chair Larsen.

Attest:

\_\_\_\_\_  
Bill Larsen, Chair

\_\_\_\_\_  
Date

<i>County Warrant #</i>	<i>Processed:</i>	<i>Dist. Voucher #</i>	<i>Amount</i>
<b>681634-681646</b>	<b>02.25.2026</b>	<b>11084-11086, 11090-11107</b>	<b>\$ 37,399.08</b>

**\$37,399.08**

<i>Payroll, Payroll Processing Fee, L&amp;I Transfers from M &amp; O Account to Payroll Account of</i>	<b>\$77,839.26</b>
<i>Department of Revenue Transfer</i>	<b>\$ 1,821.16</b>

*Total of Voucher #s 11084-11086,11090-11107,  
Payroll Transfer (Including Payroll Processing Fee and L&I) & Dept. of Revenue Transfer*

**\$117,059.50**

*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 March 26, 2026

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Brit Kraner, Commissioner

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Bill Larsen, Commissioner

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Jaemee Witmer, Commissioner

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Melissa Hartmann, Commissioner

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David Guy, Commissioner

**North Whidbey Park & Recreation District**  
**Voucher Report**  
**February 2026**

Date	Num	Name	Memo	Amount
<b>Feb 26</b>				
02/05/2026	11084	4000136 R1 Canon Financial Service...	Copy Machine Lease	157.00
02/05/2026	11085	4000138 R1 CentiMark Corporation	Roof Preventative Maintenance	4,196.50
02/05/2026	11086	4000437R1 Barron Heating Air Condi...	HVAC PMS	2,705.63
02/05/2026	11087	4000489 R2 City of Oak Harbor Utiliti...	Pool Water	790.52
02/05/2026	11088	4000489 R2 City of Oak Harbor Utiliti...	Patron Water	1,878.15
02/05/2026	11089	4000489 R2 City of Oak Harbor Utiliti...	CVP Water	48.14
02/05/2026	11090	4000897 R1 Airgas USA, LLC	CO2 Food Grade Microbulk	1,690.72
02/05/2026	11091	4000897 R1 Airgas USA, LLC	CO2 Food Grade Microbulk	2,022.47
02/05/2026	11092	5007369 R1 Whidbey Tech Solutions	IT Monthly Service Agreement	1,306.58
02/05/2026	11093	5007369 R1 Whidbey Tech Solutions	Computer Service/Set-up	475.24
02/05/2026	11094	4001735 R1 Kaiser Permanente	Insurance Benefits	4,695.90
02/05/2026	11095	4000136 R1 Canon Financial Service...	Copy Machine Lease	157.00
02/19/2026	11096	4000437R1 Barron Heating Air Condi...	HVAC Repair/Maintenance	892.18
02/19/2026	11097	4000470 R1 Cascade Natural Gas	Gas: Pool	8,093.78
02/19/2026	11098	4000470 R1 Cascade Natural Gas	Gas: Spa,Lk Rm,Lobby,Ofc	826.90
02/19/2026	11099	4000705 R1 Puget Sound Energy	Electric Bill	6,057.75
02/19/2026	11100	4000793 R4 Visa	J Cochran CC	658.29
02/19/2026	11101	4000793 R4 Visa	M Cochran CC	1,160.56
02/19/2026	11102	4000793 R4 Visa	J Millang CC	1,239.52
02/19/2026	11103	4000897 R1 Airgas USA, LLC	Cylinder Rental HT	244.43
02/19/2026	11104	4001129 R1 Electronic Business Ma...	Copy Machine Use	106.19
02/19/2026	11105	4001460 R1 Bay City Supply	Sanitizer	461.94
02/19/2026	11106	9603727 R1 Patron	Patron Refund Open Swim	22.50
02/19/2026	11107	9603728 R1 Patron	Patron Refund - Pvt Lessons	168.00
				<b>40,055.89</b>

Feb 26

**Treasurer's Report – Statement Regarding Voucher Adjustments**

An error occurred during file transmission that impacted vouchers originally submitted to Island County on February 5. As a result, those vouchers had to be resubmitted on February 19.

Due to this issue, the first two items listed on the Treasurer's Report were voided with Island County to prevent duplication.

Additionally, voucher numbers 11087–11089 were voided within our system. These payments were subsequently processed via credit card in order to meet invoice due dates.

These adjustments were necessary to ensure timely payment of obligations and to maintain accurate financial records.



**6. Item:** Staff Reports

**Meeting Date:** March 26, 2026

**Presented By:** Jay Cochran

Comment Card

Activity: Swim Lessons Pre-K 2

Comment:

You are doing wonderful teaching and working with the kiddos. My only recommendation is to talk/demonstrate a little less and let them physically do more. Thank you for all your hard work and positive attitudes.

Follow up:

No contact information provided. The comment card was emailed to Julie, and feedback was given to Swim Lesson Instructors.

Comment Card:

All lifeguards are extremely unhappy with relocation of couch. Tot pool is now a hazard because there is not enough clearance to backboard. Come summer the pool deck will be too hot for a couch/off deck rotation.

- Despite repeated discussions and previous attempts to manage the space, including designating areas and setting clear boundaries, we have continued to experience issues with individuals congregating in this area.
- This has led to increased distractions and a noticeable rise in errors at the counter.
- Because the front desk handles sensitive transactions, including payments and credit card information, it is essential that this space remains professional, focused, and secure.
- Past board members have also emphasized the importance of maintaining a business-like environment in this area, which we fully support.
- In collaboration with the leadership team, we have decided to repurpose the space behind the front desk as a dedicated workstation for Client Services Coordinators.
- This will allow staff to shift to better support front desk operations.
- It will also provide designated workspace for necessary job-related tasks such as research.
- We understand that this change may be disappointing to those who previously used that area informally.
- Alternative spaces have been offered for staff use, and we remain open to discussing additional options as needed.
- Our goal is to ensure that the front desk operates efficiently, accurately, and professionally while continuing to support staff needs in appropriate ways.



## **Action Items Follow-Up**

2.26.26 Meeting

~~ED to add public comments submitted in writing and responses by BOC to 01.22.26 approved minutes.~~

ED to work with staff to notify patrons who qualify for the Premium Membership Extension as approved in 9ii.

## **Executive Director**

- Reached out to other facilities as part of an annual process to compare what other school districts are being charged
- Compiled findings into a report for the two Commissioners attending the school board meeting on the 20th
- Spent significant time working on the employee handbook
- Currently about halfway through completion
- Initial goal was to share with coordinators and leadership team for review before sending to the attorney
- Unable to meet that timeline due to:
  - Important conversations with staff
  - Research for the upcoming meeting
  - Ongoing discussions with community members
- Scheduled a meeting with the City of Oak Harbor to obtain the permit for the HIYI 5K/1-mile run on April 2nd
- Purpose of the meeting is to clarify how to properly answer permit questions, specifically regarding the proposed route and city expectations
- Meeting will take place at City Hall
- Attendees will include:
  - Myself
  - Jenna
  - Eric Marshall (Chamber Director)
- HIYI Coordinator, Elizabeth Dickman, will be out of town that week
- Coordinated with Elizabeth to determine if her attendance was necessary; she confirmed she has no questions at this time
- Moving forward with submitting the permit as soon as possible, as responsibility currently falls on our team



### **Recreation Coordinator**

- Basketball season wraps up on March 21st
  - A post-season survey will be sent to all families by the end of the month to gain valuable insight into the program's strengths, weaknesses, etc.
- I began studying for the CPRP exam. I have not registered for a test date yet, but plan to take it no later than August 31<sup>st</sup>.
- Jay and I met with Liz from HIYI to further discuss details regarding the HIYI Chum Run.
- I completed the 2026 Spring/Summer Activity Guide which has been distributed throughout this month. It advertises upcoming recreation programs, swim lessons, water fitness options, and open swims.
- As of 3/17 we have 23 kids signed up for our first Spring Break Day Camp. There will be a combination of returning and new camp staff for this program.
- Registration for our Step 5k program opens on 3/23. I have already had multiple people reach out and say they will be signing up!
- Registration for Camp Trail Blaze opens 4/1. The program will run for 6 weeks beginning 7/6.
- The coordinators will be working on a new nomination form to create consistency for Employee of the Month processes. Our first implementation will be for the April BOC meeting.
- We began implementing new potential colors for advertising and have received positive feedback. A formal report will be given to the BOC during the April meeting.

### **Head Lifeguard**

- A staff memo will be created outlining expectations for a new designated staff area on the pool deck.
- Lifeguards will be required to store personal phones in a lockbox during active on-deck shifts.
- Phones will remain accessible to staff during off-deck time.
- This change is intended to reinforce on-deck professionalism and align standards with front desk expectations.

### **Maintenance Manager**

- Yearly Backflow test for the City of Oak Harbor.
- Repairs to toilets sinks and showers in Men and Women Locker-rooms and deck restroom.
- Due to City ending the lawn maintenance at JVMP, have started mowing at JVMP.
- Organize JROTC Volunteer project at JVMP.
- Continuing the build and organization of recreation and event supplies and equipment.
- Assist in the reorganization of lifeguard/ Instructors and First Aid areas.
- Seasonal maintenance at Clover Valley Park.



NORTH WHIDBEY  
**POOL, PARK, AND RECREATION**  
DISTRICT  
**Commissioner Communication**

**Client Service Specialist Coordinator**

- During the month of February, the CSS were hard at work training and getting to know our new staff members.
- Work has been done on the Premium Membership Reports requested by the Business Manager
- Social media reels are in progress and are going to be posted soon.
- On March 18<sup>th</sup>, we hosted our annual Shamrock Splash with a 500 beach-ball ball drop! 90 patrons were in attendance, and we heard nothing but amazing reviews! Thank you to all the staff who helped with the work, setup, and takedown of the swim.

**February Attendance:**

Times	Lap Swim	Tot Pool	Open Swim	Aerobics	Volleyball
6:00 a.m.	165				
7:00 a.m.	95				
8:00 a.m.	176	18		66	
9:00 a.m.	107	21		253	
10:00 a.m.	146	84			117
11:00 a.m.	137	40			
12:00 p.m.	170	10	32	46	
1:15 p.m.	55	13	609		
3:00 p.m.	35	5			
4:00 p.m.					
5:00 p.m.	70	13			
6/6:30 p.m.	83	26		95	
7/7:30 p.m.	67	3	394		
Event Totals	1306	233	1035	460	117
Monthly Total:	3151				

**Business Manager**

- An issue was identified within the registration system related to how patron address information appeared on certain transaction records.
- An internal review was initiated, and immediate steps were taken to correct the issue and adjust processes.
- The situation appears to be related to system configuration and workflow practices, including inconsistent adherence to standard procedures.



**NORTH WHIDBEY**  
**POOL, PARK, AND RECREATION**  
DISTRICT

**Commissioner Communication**

- A front desk staff meeting was held to provide a refresher on proper registration processes and procedures.
- A broader review of accounts and transactions is underway, including additional system concerns such as discount inconsistencies.
- Due to the items noted above and onboarding of new staff, the transition to Springbrook remains in progress.
- Four patrons were identified as purchasing premium memberships with overlap during the month of December. They are all aware of the extensions to ensure full utilization of their purchases.
- Staff are actively working through the private lesson waitlist and have begun lessons for eight new families, with additional placements starting soon.
- At the beginning of March, staff participated in OHI's Family Resource Night to share information about District programs and services.
- April schedule updates include the mid-month start of Middle School Water Polo (Monday, Wednesday, Friday, 3:00–5:00 p.m.); lap swim and tot pool will be unavailable during these times.

## Julie Millang

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**From:** Bret Hughes <Bret.Hughes@islandcountywa.gov>  
**Sent:** Wednesday, March 11, 2026 8:29 AM  
**To:** Julie Millang; Jay Cochran  
**Cc:** ICT Investments  
**Subject:** February 2026 Reports  
**Attachments:** FEB 26 NWPP&R.pdf; ACCRUAL FEB 26 NWPP&R.pdf

Good morning, Julie and Jay,

Attached are your February 2026 Reports.

Please note your reports show an imbalance in the ending balance of the Treasurer's Report, due to accrual entries made at the end of February. I've included updated December 2025 and January 2026 reports of the affected funds, for your convenience.

Please let us know if you have any questions or concerns.

Sincerely,

Bret



**Bret Hughes**  
*Treasury Accountant*  
Island County Treasurer's Office

Email: [bret.hughes@islandcountywa.gov](mailto:bret.hughes@islandcountywa.gov) | Office: +1(360) 678-7845  
Mail: P O Box 699, Coupeville, WA 98239-0699  
1 NE 7th Street, Coupeville, WA

Email is subject to public disclosure requirements per RCW 42.56

**Caution: This message has been sent from outside your organization.**

**Treasurer's Report**  
**Transactions from 2/1/2026 to 2/28/2026**

**646 - NO WHID POOL PARK REC MAINT**

<b>Cash Balance at 1/31/2026</b>					<b>328,654.23</b>
02/05/2026	ISLAND COUNTY T NWPP&R MAINT C	WB	0.00	30,002.53	
02/12/2026	ISLAND COUNTY T NWPP&R MAINT C	WB	0.00	10,191.03	
02/28/2026	ACCR '25 PROP TAX REV FEB 26		3,213.94	0.00	
02/28/2026	FEB 26 PROP TAX DISTRIBUTION		0.00	23,033.92	
	<b>Revenue Total</b>		3,213.94	63,227.48	<b>60,013.54</b>
02/11/2026	AQUATICS INSTRU NO WHIDBEY POO	KY 00681011	3,360.24	0.00	
02/11/2026	COLONIAL LIFE & NO WHIDBEY POO	KY 00681012	1,622.41	0.00	
02/12/2026	NWPP&R PAYROLL		42,716.56	0.00	
02/25/2026	VISA INC NO WHIDBEY POOL PARK	KY 00681645	658.29	0.00	
02/25/2026	VISA INC NO WHIDBEY POOL PARK	KY 00681645	1,239.52	0.00	
02/25/2026	VISA INC NO WHIDBEY POOL PARK	KY 00681645	1,160.56	0.00	
02/25/2026	PATRON NO WHIDBEY POOL P	KY 00681642	22.50	0.00	
02/25/2026	PATRON NO WHIDBEY POOL	KY 00681644	168.00	0.00	
02/25/2026	CASCADE NATURAL NO WHIDBEY POO	KY 00681638	8,093.78	0.00	
02/25/2026	CASCADE NATURAL NO WHIDBEY POO	KY 00681638	826.90	0.00	
02/25/2026	PUGET SOUND ENE NO WHIDBEY POO	KY 00681643	6,057.75	0.00	
02/25/2026	WHIDBEY TECH SO NO WHIDBEY POO	KY 00681646	475.24	0.00	
02/25/2026	BAY CITY SUPPLY NO WHIDBEY POO	KY 00681636	461.94	0.00	
02/25/2026	KAISER FOUNDATI NO WHIDBEY POO	KY 00681641	4,695.90	0.00	
02/25/2026	CANON FINANCIAL NO WHIDBEY POO	KY 00681637	157.00	0.00	
02/25/2026	CANON FINANCIAL NO WHIDBEY POO	KY 00681637	157.00	0.00	
02/25/2026	BARON HEATING & NO WHIDBEY POO	KY 00681635	2,705.63	0.00	
02/25/2026	BARON HEATING & NO WHIDBEY POO	KY 00681635	892.18	0.00	
02/25/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY 00681634	244.43	0.00	
02/25/2026	CENTIMARK CORPO NO WHIDBEY POO	KY 00681639	4,196.50	0.00	
02/25/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY 00681634	2,022.47	0.00	
02/25/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY 00681634	1,690.72	0.00	
02/25/2026	ELECTRONIC BUSI NO WHIDBEY POO	KY 00681640	106.19	0.00	
02/25/2026	WHIDBEY TECH SO NO WHIDBEY POO	KY 00681646	1,306.58	0.00	
02/26/2026	NWPP&R PAYROLL		35,122.70	0.00	
02/27/2026	NWPP&R DOR		1,821.16	0.00	
	<b>Expenditure Total</b>		121,982.15	0.00	<b>-121,982.15</b>
<b>Ending Cash Balance</b>			<b>Calculated Total</b>		<b>266,685.62</b>
			<b>Book Total</b>		<b>269,899.56</b>
			<b>Difference</b>		<b>-3,213.94</b>

Treasurer's Report – Statement Regarding Voucher Adjustments

An error occurred during file transmission that impacted vouchers originally submitted to Island County on February 5. As a result, those vouchers had to be resubmitted on February 19.

Due to this issue, the first two items listed on the Treasurer's Report were voided with Island County to prevent duplication.

Additionally, voucher numbers 11087–11089 were voided within our system. These payments were subsequently processed via credit card in order to meet invoice due dates.

These adjustments were necessary to ensure timely payment of obligations and to maintain accurate financial records.

Treasurer's Report  
Transactions from 2/1/2026 to 2/28/2026

648 - NO WHID POOL PARK REC BOND

Cash Balance at 1/31/2026				22.57
02/28/2026	ICTIP INV INTEREST - FEB 2026		0.00	0.63
	Revenue Total		<u>0.00</u>	<u>0.63</u>
Ending Cash Balance		Calculated Total		23.20
		Book Total		23.20
		Difference		0.00

Treasurer's Report  
Transactions from 2/1/2026 to 2/28/2026

649 - NO WHID POOL PARK REC RESERVE

<b>Cash Balance at 1/31/2026</b>				<b>59,574.68</b>
02/28/2026	ICTIP INV INTEREST - FEB 2026	0.00	1,515.06	
	<b>Revenue Total</b>	<u>0.00</u>	<u>1,515.06</u>	<b>1,515.06</b>
<b>Ending Cash Balance</b>			<b>Calculated Total</b>	<b>61,089.74</b>
			<b>Book Total</b>	<b>61,089.74</b>
			<b>Difference</b>	<b>0.00</b>

Treasurer's Report  
Transactions from 2/1/2026 to 2/28/2026

788 - NO WHID POOL PARK REC CAPITAL

<b>Cash Balance at 1/31/2026</b>				<b>165.77</b>
02/28/2026	ICTIP INV INTEREST - FEB 2026		0.00	23.29
	<b>Revenue Total</b>		<u>0.00</u>	<u>23.29</u>
<b>Ending Cash Balance</b>			<b>Calculated Total</b>	<b>189.06</b>
			<b>Book Total</b>	<b>189.06</b>
			<b>Difference</b>	<b>0.00</b>



**Participants - Earning Allocat Selected  
Cash/Checking Activity  
February 1, 2026 - February 28, 2026**

Island County

**PARTICIPANT**

Page 1

Investment #	Fund	Current Rate	Transaction Date	Deposits	Withdrawals	Interest Received	Balance
648	648						<b>230.40</b>
		3.373	02/01/2026			0.66	230.40
		3.564	02/01/2026				230.40
<b>Subtotal and Ending Balance</b>		<b>3.564</b>		<b>0.00</b>	<b>0.00</b>	<b>0.66</b>	<b>230.40</b>
649	649						<b>551,055.34</b>
		3.380	02/01/2026			1,582.11	551,055.34
		3.584	02/01/2026				551,055.34
<b>Subtotal and Ending Balance</b>		<b>3.584</b>		<b>0.00</b>	<b>0.00</b>	<b>1,582.11</b>	<b>551,055.34</b>
788	788						<b>8,470.65</b>
		3.380	02/01/2026			24.32	8,470.65
		3.584	02/01/2026				8,470.65
<b>Subtotal and Ending Balance</b>		<b>3.584</b>		<b>0.00</b>	<b>0.00</b>	<b>24.32</b>	<b>8,470.65</b>
<b>Totals and Ending Balance for PARTICIPANT</b>				<b>0.00</b>	<b>0.00</b>	<b>1,607.09</b>	<b>559,756.39</b>

**Treasurer's Report**  
**Transactions from 12/1/2025 to 12/31/2025**

**646 - NO WHID POOL PARK REC MAINT**

<b>Cash Balance at 11/30/2025</b>					<b>642,869.29</b>
12/04/2025	ISLAND COUNTY T NWPP&R MAINT C	WB	0.00	33,174.63	
12/18/2025	ISLAND COUNTY T NWPP&R MAINT C	WB	0.00	16,825.17	
12/31/2025	ACCR '25 PROP TAX REV JAN 26		0.00	1,914.50	
12/31/2025	ACCR '25 PROP TAX REV FEB 26		0.00	3,213.94	
12/31/2025	DEC 25 PROP TAX DISTRIBUTION		0.00	4,627.15	
	<b>Revenue Total</b>		0.00	59,755.39	<b>59,755.39</b>
12/10/2025	CITY OF OAK HAR NO WHIDBEY POO	KY 00678090	958.25	0.00	
12/10/2025	CITY OF OAK HAR NO WHIDBEY POO	KY 00678090	1,686.40	0.00	
12/10/2025	CITY OF OAK HAR NO WHIDBEY POO	KY 00678090	46.06	0.00	
12/10/2025	SEAMARK LAW GRO NO WHIDBEY POO	KY 00678092	6,988.50	0.00	
12/10/2025	SEAMARK LAW GRO NO WHIDBEY POO	KY 00678092	228.00	0.00	
12/10/2025	TARA DUNFORD CP NO WHIDBEY POO	KY 00678093	341.25	0.00	
12/10/2025	WHIDBEY TECH SO NO WHIDBEY POO	KY 00678094	94.01	0.00	
12/10/2025	BAY CITY SUPPLY NO WHIDBEY POO	KY 00678088	41.52	0.00	
12/10/2025	CANON FINANCIAL NO WHIDBEY POO	KY 00678089	156.71	0.00	
12/10/2025	COLONIAL LIFE & NO WHIDBEY POO	KY 00678091	1,422.27	0.00	
12/10/2025	AIRGAS INC. NO WHIDBEY POOL PA	KY 00678087	250.86	0.00	
12/10/2025	AIRGAS INC. NO WHIDBEY POOL PA	KY 00678087	2,762.15	0.00	
12/10/2025	WHIDBEY TECH SO NO WHIDBEY POO	KY 00678094	1,304.19	0.00	
12/12/2025	NWPP&R PAYROLL		28,382.26	0.00	
12/17/2025	PATRON NO WHIDBEY POO	KY 00678464	130.00	0.00	
12/17/2025	BAY CITY SUPPLY NO WHIDBEY POO	KY 00678462	211.49	0.00	
12/17/2025	KAISER FOUNDATI NO WHIDBEY POO	KY 00678463	10,233.78	0.00	
12/17/2025	AIRGAS INC. NO WHIDBEY POOL PA	KY 00678461	2,444.52	0.00	
12/24/2025	VISA INC NO WHIDBEY POOL PARK	KY 00678947	844.96	0.00	
12/24/2025	VISA INC NO WHIDBEY POOL PARK	KY 00678947	1,021.38	0.00	
12/24/2025	VISA INC NO WHIDBEY POOL PARK	KY 00678947	3,230.21	0.00	
12/24/2025	PUGET SOUND ENE NO WHIDBEY POO	KY 00678945	4,170.67	0.00	
12/24/2025	AIRGAS INC. NO WHIDBEY POOL PA	KY 00678943	196.15	0.00	
12/24/2025	COLONIAL LIFE & NO WHIDBEY POO	KY 00678944	1,422.27	0.00	
12/24/2025	SPRINGBROOK HOL NO WHIDBEY POO	KY 00678946	216.00	0.00	
12/29/2025	CASCADE NATURAL NO WHIDBEY POO	KY 00679246	0.00	6,542.43	
12/29/2025	CASCADE NATURAL NO WHIDBEY POO	KY 00679246	0.00	688.95	
12/30/2025	NWPP&R PAYROLL		34,722.41	0.00	
12/30/2025	NWPP&R DOR		2,104.65	0.00	
12/31/2025	CASCADE NATURAL NO WHIDBEY POO	KY 00679246	6,542.43	0.00	
12/31/2025	CASCADE NATURAL NO WHIDBEY POO	KY 00679246	688.95	0.00	
12/31/2025	COCHRAN, JAMIE NO WHIDBEY POOL	KY 00679253	180.00	0.00	
12/31/2025	MILLANG, JULIE NO WHIDBEY POOL	KY 00679261	180.00	0.00	
12/31/2025	CLARK, JENNA NO WHIDBEY POOL P	KY 00679252	180.00	0.00	
12/31/2025	COCHRAN, MITCHE NO WHIDBEY POO	KY 00679254	180.00	0.00	
12/31/2025	PATRON NO WHIDBEY POOL	KY 00679260	130.00	0.00	
12/31/2025	AQUATICS INSTRU NO WHIDBEY POO	KY 00679237	2,330.90	0.00	
12/31/2025	WHIDBEY TECH SO NO WHIDBEY POO	KY 00679284	0.72	0.00	
12/31/2025	WHIDBEY TECH SO NO WHIDBEY POO	KY 00679284	81.75	0.00	
12/31/2025	WHIDBEY TECH SO NO WHIDBEY POO	KY 00679284	81.75	0.00	
12/31/2025	BAY CITY SUPPLY NO WHIDBEY POO	KY 00679242	60.56	0.00	
12/31/2025	KAISER FOUNDATI NO WHIDBEY POO	KY 00679259	1,284.64	0.00	
12/31/2025	CANON FINANCIAL NO WHIDBEY POO	KY 00679245	156.71	0.00	
12/31/2025	ORIGINAL WATERM NO WHIDBEY POO	KY 00679263	717.80	0.00	
12/31/2025	WASHINGTON ALAR NO WHIDBEY POO	KY 00679282	94.86	0.00	

Treasurer's Report  
Transactions from 12/1/2025 to 12/31/2025

646 - NO WHID POOL PARK REC MAINT

12/31/2025	CASCADE NATURAL NO WHIDBEY POO	KY 00679287	6,542.43	0.00	
12/31/2025	CASCADE NATURAL NO WHIDBEY POO	KY 00679288	688.95	0.00	
	<b>Expenditure Total</b>		<u>125,733.37</u>	<u>7,231.38</u>	<b>-118,501.99</b>
<b>Ending Cash Balance</b>				<b>Calculated Total</b>	<b>584,122.69</b>
				<b>Book Total</b>	<b>578,994.25</b>
				<b>Difference</b>	<b>5,128.44</b>

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

**646 - NO WHID POOL PARK REC MAINT**

<b>Cash Balance at 12/31/2025</b>					<b>578,994.25</b>
01/08/2026	ISLAND COUNTY T NWPP&R MAINT C	WB	0.00	48,816.90	
01/31/2026	JAN 26 PROP TAX DISTRIBUTION		0.00	1,914.50	
01/31/2026	ACCR '25 PROP TAX REV JAN 26		1,914.50	0.00	
	<b>Revenue Total</b>		1,914.50	50,731.40	<b>48,816.90</b>
01/14/2026	PATRON NO WHIDBEY POOL	KY 00679638	130.00	0.00	
01/14/2026	PATRON NO WHIDBEY POO	KY 00679629	130.00	0.00	
01/14/2026	ASHLEY'S DESIGN NO WHIDBEY POO	KY 00679631	5,078.35	0.00	
01/14/2026	CITY OF OAK HAR NO WHIDBEY POO	KY 00679632	1,070.75	0.00	
01/14/2026	CITY OF OAK HAR NO WHIDBEY POO	KY 00679632	1,474.30	0.00	
01/14/2026	CITY OF OAK HAR NO WHIDBEY POO	KY 00679632	39.38	0.00	
01/14/2026	PATRON NO WHIDBEY POOL	KY 00679639	295.00	0.00	
01/14/2026	SEAMARK LAW GRO NO WHIDBEY POO	KY 00679637	1,425.00	0.00	
01/14/2026	WHITFIELDS UNIT NO WHIDBEY POO	KY 00679641	174,744.80	0.00	
01/14/2026	CIVICPLUS LLC. NO WHIDBEY POOL	KY 00679633	14,372.63	0.00	
01/14/2026	CIVICPLUS LLC. NO WHIDBEY POOL	KY 00679633	362.08	0.00	
01/14/2026	ISLAND DISPOSAL NO WHIDBEY POO	KY 00679636	162.99	0.00	
01/14/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY 00679630	3,505.53	0.00	
01/14/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY 00679630	421.39	0.00	
01/14/2026	ELECTRONIC BUSI NO WHIDBEY POO	KY 00679634	91.53	0.00	
01/14/2026	ISLAND COUNTY A NO WHIDBEY POO	KY 00679635	15,487.62	0.00	
01/14/2026	WHIDBEY TECH SO NO WHIDBEY POO	KY 00679640	1,306.58	0.00	
01/14/2026	NWPP&R PAYROLL		31,107.12	0.00	
01/21/2026	PUGET SOUND ENE NO WHIDBEY POO	KY 00679998	4,195.82	0.00	
01/21/2026	CASCADE NATURAL NO WHIDBEY POO	KY 00679996	7,617.28	0.00	
01/21/2026	CASCADE NATURAL NO WHIDBEY POO	KY 00679996	862.69	0.00	
01/21/2026	VISA INC NO WHIDBEY POOL PARK	KY 00679999	1,004.28	0.00	
01/21/2026	VISA INC NO WHIDBEY POOL PARK	KY 00679999	2,627.95	0.00	
01/21/2026	ASTOUND/WAVE NO WHIDBEY POOL P	KY 00679995	322.25	0.00	
01/21/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY 00679994	243.99	0.00	
01/21/2026	ELECTRONIC BUSI NO WHIDBEY POO	KY 00679997	91.21	0.00	
01/28/2026	AQUATICS INSTRU NO WHIDBEY POO	KY 00680434	3,360.24	0.00	
01/28/2026	COLONIAL LIFE & NO WHIDBEY POO	KY 00680435	1,622.41	0.00	
01/29/2026	NWPP&R PAYROLL		25,485.19	0.00	
01/29/2026	NWPP&R DOR		2,433.06	0.00	
	<b>Expenditure Total</b>		301,071.42	0.00	<b>-301,071.42</b>
<b>Ending Cash Balance</b>			<b>Calculated Total</b>		<b>326,739.73</b>
			<b>Book Total</b>		<b>328,654.23</b>
			<b>Difference</b>		<b>-1,914.50</b>



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

13 T 363 00000 R EM AO  
ISLAND COUNTY TREASURER  
N WHIDBEY PARK & RECREATION DIST PAYROLL  
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	Beginning balance 1-31-26	\$65,674.72
N WHIDBEY PARK & RECREATION DIST PAYROLL	2 Additions	+77,839.26
	9 Subtractions	-83,253.34
	<b>Ending balance 2-28-26</b>	<b>\$60,260.64</b>

**Additions**

Transfers Date	Serial #	Source	
2-12		Trf Fr DDA 0000473631001525 4731	\$42,716.56
2-26		Trf Fr DDA 0000473631001525 4731	35,122.70
<b>Total additions</b>			<b>\$77,839.26</b>

**Subtractions**

Withdrawals Date	Serial #	Location	
2-3		Labor&Industries&l Elf	\$8,793.01
2-3		Paid Family Med Payment	1,615.80
2-3		WA Cares Gweb Pymt	1,018.66
2-6		N Whidbey Pr Payroll	410.78
2-6		Irs Usataxpymt	6,287.49
2-6		Irs Usataxpymt	6,109.18
2-10		WA Dept Ret Sys Drs Epay	588.07
2-13		N Whidbey Pr Payroll	30,384.79
2-27		N Whidbey Pr Payroll	28,045.56
<b>Total subtractions</b>			<b>\$83,253.34</b>

**Interest earned**

Current Interest Rate	variable
Number of days this statement period	28

Statement Start	02-01-2026
Statement End	02-28-2026
Account Number	
Page	1 of 3

NORTH WHIDBEY POOL PARK & RECREATION DIS  
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PUBLIC NOW CHECKING						Account No.				
Interest Rate 0.02%		Annual Percentage Yield Earned 0.02%			Interest Paid YTD: \$0.43					
Beginning Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charges	=	Ending Balance
\$19,393.38		\$38,215.30		\$0.16		\$41,925.98		\$12.00		\$15,670.86

Deposit and Withdrawal totals include paid transactions only

### DEPOSITS AND OTHER CREDITS

Posted Date	Transaction Detail	Amount
02/02/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,097.64
02/02/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,991.72
02/02/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	5,465.59
02/02/26	Deposit Night Drop	37.05
02/02/26	Deposit Night Drop	46.90
02/03/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	2,440.41
02/03/26	Deposit Night Drop	198.90
02/04/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	2,028.48
02/04/26	Deposit	3.77
02/04/26	Deposit	31.11

**DEPOSITS AND OTHER CREDITS**

Posted Date	Transaction Detail	Amount
02/05/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,982.76
02/05/26	Deposit Night Drop	61.98
02/06/26	External Deposit CNI MLLNGTN DET EFT 020526 EFT04 - EFT PAYMNT ISA*00*NV *00*NV *ZZ*NV *ZZ*NV *260205*1	3,245.00
02/06/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	557.77
02/09/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	715.72
02/09/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,223.03
02/09/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,300.90
02/09/26	Deposit Night Drop	118.17
02/09/26	Deposit Night Drop	32.68
02/09/26	Deposit Night Drop	79.97
02/10/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	127.41
02/10/26	Deposit	12.60
02/10/26	Deposit	194.27
02/11/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	393.56
02/11/26	Deposit	145.21
02/12/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	488.53
02/12/26	Deposit	17.36
02/13/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	605.77
02/17/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	482.80
02/17/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	503.88
02/17/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	928.22
02/17/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,964.71
02/17/26	Deposit Night Drop	189.93
02/17/26	Deposit Night Drop	144.06
02/17/26	Deposit Night Drop	29.42
02/17/26	Deposit	120.02
02/17/26	Deposit	155.93
02/18/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	822.35
02/18/26	Deposit	103.75
02/19/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	760.99
02/19/26	Deposit	351.98
02/20/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	428.53
02/23/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	624.14
02/23/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	773.69



### DEPOSITS AND OTHER CREDITS

Posted Date	Transaction Detail	Amount
02/23/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	988.08
02/23/26	Deposit	56.75
02/23/26	Deposit	98.07
02/23/26	Deposit	99.71
02/23/26	Deposit	148.00
02/24/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	824.25
02/24/26	Deposit	19.92
02/25/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,038.91
02/25/26	Deposit	42.10
02/26/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,017.49
02/26/26	Deposit	265.82
02/27/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	587.54
02/28/26	Credit Interest	0.16

### WITHDRAWALS AND OTHER DEBITS

Posted Date	Transaction Detail	Amount
02/02/26	External Withdrawal BANKCARD - MTHLY FEES 628044000466460	1,629.22
02/03/26	External Withdrawal AUTHNET GATEWAY - BILLING 146665583	103.20
02/05/26	Withdrawal NWPP AND REC	30,002.53
02/12/26	Withdrawal NWPP AND REC	10,191.03
02/28/26	Monthly Maintenance Fee	12.00

### DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
02/01	19,393.38	02/10	10,652.26	02/20	9,098.23
02/02	26,403.06	02/11	11,191.03	02/23	11,886.67
02/03	28,939.17	02/12	1,505.89	02/24	12,730.84
02/04	31,002.53	02/13	2,111.66	02/25	13,811.85
02/05	3,044.74	02/17	6,630.63	02/26	15,095.16
02/06	6,847.51	02/18	7,556.73	02/27	15,682.70
02/09	10,317.98	02/19	8,669.70	02/28	15,670.86

#### 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	\$0.00	\$0.00





HERITAGE BANK

JAMIE COCHRAN  
N WHIDBEY PARK AND REC  
Account Number: #### #### #### 8481  
Page 1 of 3

4000793 124



SCORECARD

Bonus Points  
Available  
24,063

Summary of Account Activity

Previous Balance		\$ 1,004.28
Payments	-	\$1,004.28 -
Other Credits	-	\$0.00
Other Debits	+	\$0.00
Purchases	+	\$658.29
Cash Advances	+	\$0.00
Balance Transfers	+	\$0.00
Fees Charged	+	\$0.00
Interest Charged	+	\$0.00
<b>NEW BALANCE</b>		<b>\$ 658.29</b>
Credit Limit		\$10,000.00
Available Credit		\$9,341.71
Available Cash		\$9,341.71
Amount Disputed		\$0.00
Statement Closing Date		01/30/26
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	\$658.29
MINIMUM PAYMENT	\$15.00
PAYMENT DUE DATE	02/25/2026

*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
01/09	01/11	PBUS01	24906416009247664267664	NEXTIVA SERVICE 800-9834289 AZ	\$265.91
01/30	01/30	PBUS01	24492166030100016028793	BUDDY PUNCH BUDDYPUNCH.CO W1	\$392.38
01/29	01/30		73190606030555030920043	PAYMENT - THANK YOU TACOMA WA	\$1,004.28-

Fees

TOTAL FEES FOR THIS PERIOD \$ 0.00

Interest Charged



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

Statement Closing Date:  
 January 30, 2026

<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>\$ 0.00</b>
<b>2026 Totals Year To Date</b>	
Total Fees Charged in 2026	\$ 0.00
Total Interest Charged in 2026	\$ 0.00

**Additional Information About Your Account**

THE TOTAL FINANCE CHARGE PAID ON YOUR ACCOUNT DURING THE PAST YEAR WAS \$31.91.

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO [WWW.MYCARDSTATEMENT.COM](http://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](http://MYCARDSTATEMENT.COM). ENROLL TODAY!

<b>ScoreCard Bonus Points Information as of 01/29/2026</b>					
SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	23,469	594	0	0	24,063

<b>Interest Charge Calculation/Plan Level Information</b>						
Plan Name	Plan Description	ICM <sup>1</sup>	Balance Subject to Interest Rate	Periodic Rate <sup>2</sup>	Annual Percentage Rate (APR) <sup>3</sup>	Interest Charge
<b>Purchases</b>						
PBUS01 001	PURCHASE	E	\$0.00	1.06250% (M)	12.7500% (V)	\$0.00
<b>Cash</b>						
CBUS01 001	CASH	A	\$0.00	1.50000% (M)	18.0000%	\$0.00
<b>TOTAL</b>			\$1,127.68			\$0.00

<sup>1</sup> ICM Interest Charge Method: See reverse side of Page 1 for explanation.

<sup>2</sup> Periodic Rate (M) = Monthly (D) = Daily

<sup>3</sup> 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: Mitch Cochran

Billing Cycle: 01.30.2026

Enter payments as negative amounts in table, below.

Date	Merchant Name	Amount	Receipt Attached	Description
01.03.2026	AMPM Arco	\$ 8.94	✓	x Wrong Card Used, Reimbursed through POS
01.03.2026	Home Depot	\$ 13.04	✓	x SS Wipes
01.06.2026	Home Depot	\$ 77.77	✓	x Maintenance Items, Tubing, Electrical Tape
01.06.2026	Home Depot	\$ 50.96	✓	x Wall Light, Tubing
01.10.2026	Home Depot	\$ 19.63	✓	x Electric Grease
01.13.2026	Water Tech	\$ 133.57	✓	x Motor Box & Charger for Max CG
01.15.2026	Ace Hardware	\$ 26.99	✓	x Batteries, Couplers, Toilet Cleaner
01.15.2026	U-Haul	\$ 52.37	✓	x Trailer Rental for Basketball
01.22.2026	Ace Hardware	\$ 51.85	✓	x Wrenches (2), Pool Thermometer
01.23.2026	Dog Waste Depot	\$ 179.31	✓	x Dog Waste Bags for CVP
01.27.2026	Pacific Grace	\$ 575.00	✓	x Payroll Processing 2025-12
Total		\$ 1,189.43		

Date Signature  
 02.19.2026 Julie Milang  
 2/19/26 JC

HERITAGE BANK

MITCHELL COCHRAN  
N WHIDBEY PARK AND REC  
Account Number: #### #### #### 2595  
Page 1 of 3



<b>SCORECARD</b>	<b>Bonus Points Available</b>
	13,433

Summary of Account Activity	
Previous Balance	\$ (28.87)
Payments	- \$0.00
Other Credits	- \$0.00
Other Debits	+ \$0.00
Purchases	+ \$1,189.43
Cash Advances	+ \$0.00
Balance Transfers	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
<b>NEW BALANCE</b>	<b>\$ 1,160.56</b>
Credit Limit	\$5,000.00
Available Credit	\$3,839.44
Available Cash	\$3,839.44
Amount Disputed	\$0.00
Statement Closing Date	01/30/26
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

<b>NEW BALANCE</b>	<b>\$1,160.56</b>
<b>MINIMUM PAYMENT</b>	<b>\$24.00</b>
<b>PAYMENT DUE DATE</b>	<b>02/25/2026</b>

*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

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### Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/03	01/05	PBUS01	24122546004604274054204	ARCO#07057ARCO #07057 OAK HARBOR WA	\$8.94
01/03	01/05	PBUS01	24943016004010200469709	THE HOME DEPOT #8563 OAK HARBOR WA	\$13.04
01/06	01/08	PBUS01	24943016007010181329168	THE HOME DEPOT #8563 OAK HARBOR WA	\$77.77
01/06	01/08	PBUS01	24943016007010181328913	THE HOME DEPOT #8563 OAK HARBOR WA	\$50.96
01/10	01/12	PBUS01	24943016011010196544631	THE HOME DEPOT #8563 OAK HARBOR WA	\$19.63
01/13	01/14	PBUS01	24027626013067673349317	WATER TECH 800-298-8800 NJ	\$133.57
01/15	01/16	PBUS01	24801976016616816700980	OAK HARBOR ACE HARDWARE OAK HARBOR WA	\$26.99
01/15	01/18	PBUS01	24137466016501037482609	U-HAUL STORAGE OF OAK HAR OAK HARBOR WA	\$52.37
01/22	01/23	PBUS01	24801976023624393712759	OAK HARBOR ACE HARDWARE OAK HARBOR WA	\$51.85
01/23	01/25	PBUS01	24765016023625049245895	DOG WASTE DEPOT 800-789-2563 CA	\$179.31



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

Statement Closing Date:  
 January 30, 2026

**Cardholder Account Summary Continued**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/27	01/28	PBUS01	24377356028000000681584	PACIFIC GRACE TAX ACCOU 360-6756838 WA	\$575.00

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**  
 THE TOTAL FINANCE CHARGE PAID ON YOUR ACCOUNT DURING THE PAST YEAR WAS \$.00.  
 MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO [WWW.MYCARDSTATEMENT.COM](http://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](http://MYCARDSTATEMENT.COM). ENROLL TODAY!

**ScoreCard Bonus Points Information as of 01/29/2026**

SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	12,243	1,190	0	0	13,433

**Interest Charge Calculation/Plan Level Information**

Plan Name	Plan Description	ICM <sup>1</sup>	Balance Subject to Interest Rate	Periodic Rate <sup>2</sup>	Annual Percentage Rate (APR) <sup>3</sup>	Interest Charge
<b>Purchases</b>						
PBUS01 001	PURCHASE	E	\$0.00	1.06250% (M)	12.7500% (V)	\$0.00
<b>Cash</b>						
CBUS01 001	CASH	A	\$0.00	1.50000% (M)	18.0000%	\$0.00
<b>TOTAL</b>			\$324.91			\$0.00

<sup>1</sup> ICM Interest Charge Method: See reverse side of Page 1 for explanation.  
<sup>2</sup> Periodic Rate (M) = Monthly (D) = Daily  
<sup>3</sup> 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.

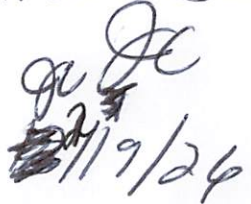
Visa Credit Card Reconciliation

Card Holder: Julie Millang

Billing Cycle: 01.30.2026

Enter payments as negative amounts in table, below.

Date	Merchant Name	Amount	Receipt Attached	Description
01.01.2026	PPC Communication	\$ 140.00	✓	x POS
01.02.2026	Walmart	\$ 16.64	✓	x Water, New Year Swim
01.02.2026	Enformion	\$ 56.14	✓	x Background Checks
01.07.2026	American Red Cross	\$ 240.00	✓	x LG Certification Fees
01.14.2026	Amazon	\$ 10.91	✓	x Change Holders
01.15.2026	Costco	\$ 390.83	✓	x Concessions, Office Supplies
01.20.2026	Northwest Mini Storage	\$ 160.00	✓	x Storage Unit
01.27.2026	MRSC	\$ 225.00	✓	x MRSC Rosters Annual Membership
Total		\$ 1,239.52		

Date                      Signature  
 02.19.2026      Julie Millang  


400079384

HERITAGE BANK

JULIE MILLANG  
N WHIDBEY PARK AND REC  
Account Number: #### #### #### 9939  
Page 1 of 3



SCORECARD

Bonus Points  
Available  
30,743

Summary of Account Activity

Previous Balance		\$ 2,627.95
Payments	-	\$2,627.95 -
Other Credits	-	\$0.00
Other Debits	+	\$0.00
Purchases	+	\$1,239.52
Cash Advances	+	\$0.00
Balance Transfers	+	\$0.00
Fees Charged	+	\$0.00
Interest Charged	+	\$0.00
<b>NEW BALANCE</b>		<b>\$ 1,239.52</b>
Credit Limit		\$4,000.00
Available Credit		\$2,760.48
Available Cash		\$2,760.48
Amount Disputed		\$0.00
Statement Closing Date		01/30/26
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	\$1,239.52
MINIMUM PAYMENT	\$25.00
PAYMENT DUE DATE	02/24/2026

*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

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Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/01	01/02	PBUS01	24801976001601374040802	ESoft PLANNER MMESZAROS@PPC OH	\$140.00
01/02	01/04	PBUS01	24445006003400242160595	WAL-MART #2319 OAK HARBOR WA	\$16.64
01/02	01/04	PBUS01	24906416002247167849999	ENF*Enformion 855-2813915 CA	\$56.14
01/08	01/09	PBUS01	24692166008108210406901	AMERICAN RED CROSS 800-733-2767 DC	\$240.00
01/15	01/15	PBUS01	24692166015103827342384	AMAZON MKTPL*RF3KQ2RR3 Amzn.com/bill WA	\$10.91
01/16	01/18	PBUS01	24692166016105057648553	COSTCO *BUS DELIV 115 425-640-7700 WA	\$390.83
01/20	01/22	PBUS01	24194336021017011166363	NORTHWEST MINI STORAGE 360-679-0661 WA	\$160.00
01/28	01/29	PBUS01	24559306028900012320573	MUNICIPAL RESEARCH AND SE 206-6251300 WA	\$225.00
01/29	01/30		73190606030555030920027	PAYMENT - THANK YOU TACOMA WA	\$2,627.95-



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

Statement Closing Date:  
 January 30, 2026

<b>Fees</b>	
TOTAL FEES FOR THIS PERIOD	\$ 0.00
<b>Interest Charged</b>	
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**

THE TOTAL FINANCE CHARGE PAID ON YOUR ACCOUNT DURING THE PAST YEAR WAS \$24.33.

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO [WWW.MYCARDSTATEMENT.COM](http://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](http://MYCARDSTATEMENT.COM). ENROLL TODAY!

ScoreCard Bonus Points Information as of 01/29/2026					
SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	29,611	1,132	0	0	30,743

Interest Charge Calculation/Plan Level Information						
Plan Name	Plan Description	ICM <sup>1</sup>	Balance Subject to Interest Rate	Periodic Rate <sup>2</sup>	Annual Percentage Rate (APR) <sup>3</sup>	Interest Charge
<b>Purchases</b>						
PBUS01 001	PURCHASE	E	\$0.00	1.06250% (M)	12.7500% (V)	\$0.00
<b>Cash</b>						
CBUS01 001	CASH	A	\$0.00	1.50000% (M)	18.0000%	\$0.00
<b>TOTAL</b>			<b>\$3,067.77</b>			<b>\$0.00</b>

<sup>1</sup> ICM Interest Charge Method: See reverse side of Page 1 for explanation.

<sup>2</sup> Periodic Rate (M) = Monthly (D) = Daily

<sup>3</sup> 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.



Account Balances  
February 2026

M&O Operating	\$	269,899.56
Bond Fund	\$	253.60
Reserve Fund	\$	612,145.08
Capital Project Fund	\$	8,659.71
Payroll Account	\$	<u>60,260.64</u>
Total Balance of Accounts		\$951,218.59

Financial Report February 2026

	2026 Budget	YTD
Projected Fund Starting Balance	445,379.00	578,994.25
Income		
6.00 310.00 Levies	1,439,991.00	21,734.48
36.00 340.00 JVMP Revenue	376,116.00	66,646.64
50.00 350.00 Recreation Revenue	114,511.00	4,695.00
70.00 360.00 Miscellaneous Revenue	58,519.00	2,191.82
75.00 361.40.00 Interest	14,150.00	3,202.04
76.00 370.00 Refunds		
77.00 Total Income	2,003,287.00	98,469.98
Expenses		
121.00 573.60.00 Exp Recreation Sports	105,974.00	5,078.35
165.00 576.20.10 Salary & Wages	893,102.00	132,426.37
191.00 576.20.11 Payroll Benefits	73,122.00	
192.00 576.20.12 Payroll Taxes	147,384.00	7,684.44
198.00 576.20.20 Personnel Benefits	91,302.00	6,318.31
276.00 576.20.40 JVMPool Other Services	795,144.00	250,589.42
309.00 576.20.50 Intergovernmental	34,118.00	15,487.62
336.00 576.80.00 General Parks	19,147.00	250.51
340.00 Total Expenses	2,159,293.00	417,835.02
Projected Fund Ending Balance	289,373.00	259,629.21



NORTH WHIDBEY  
**POOL, PARK, AND RECREATION**  
DISTRICT  
**Commissioner Communication**

**7.a. Item:** Budget Committee  
**Meeting Date:** March 26, 2026  
**Presented By:** BOC

**7.b.i Item:** Program Committee-Schedule of Fee Update  
**Meeting Date:** March 26, 2026  
**Presented By:** BOC

Program Committee Update – Schedule of Fees

- Tiered Cost Recovery Model
  - Discussed the potential development of a tiered cost recovery model.
  - Determined that further evaluation is needed.
  - Referred to a future Budget Committee meeting for continued discussion.

**7.b.i.1.1 Item:** Clover Valley Park Rental Fee

<b>Agency / Location</b>	<b>Practice Rate</b>	<b>Game Rate</b>	<b>Field Prep Included</b>	<b>Deposit</b>
<b>City of Anacortes</b>	\$15/hr. (2-hr. min)	\$55/hr. (2-hr. min)	Yes	Varies
<b>South Whidbey Parks &amp; Rec District</b>	\$15–\$25/hr.	\$25–\$35/hr.	Available (~\$35/hr. + materials)	~\$100
<b>City of Oak Harbor</b>	\$8.50 per player			
<b>Oak Harbor School District</b>	~\$50 per season	Varies	Not included	Varies
<b>Town of Coupeville</b>	Not publicly listed	Not publicly listed	Unknown	Unknown
<b>Everett (reference)</b>	\$50–\$70/hr	~\$45/game	Yes	Varies
<b>Burlington (reference)</b>	~\$72/day youth	~\$176/day adult	Yes	Varies \$150
<b>Proposed Clover Valley Park</b>	\$25/hr. 2 hr. minimum	\$25/hr. 2 hr. minimum	No	Returned if no damage











### 7.b.i.1.3 Item: Daily Admission Volleyball

#### Aquatics Programming Pricing Adjustments

- Discussed patron concerns regarding recent pricing changes for water aerobics and water volleyball.
- Proposed separating pricing structures:
  - Water aerobics (instructor-led)
  - Water volleyball (non-instructor)
- Proposed water volleyball pricing:
  - **\$7.50 Resident**
  - **\$9.25 Non-Resident**

### 7.b.i.1.4 Item: Water Volley Punch Card

- Proposed a **10% discount** on punch cards for:
  - Water volleyball
- Discussed issuing a **coupon/credit option** to offset costs for patrons who previously purchased aerobics punch cards and use them for volleyball.

### 7.b.i.1.5 Item: Water Aerobics Punch

#### Punch Card Adjustments

- Proposed a **10% discount** on punch cards for:
  - Water aerobics
- Discussed issuing a **coupon/credit option** to offset costs for patrons who previously purchased aerobics punch cards and have unused punches at the higher rate.

### 7.b.i.1.6 Item: Swim Lesson & Party Late Fees

#### Late Fee Implementation

- Proposed adding a **late registration fee (\$15)** for swim lessons:
  - Applies to registrations occurring the Sunday (or later) prior to session start.
- Proposed adding a **late booking fee (\$15)** for facility and party rentals:
  - Applies to bookings made less than **two weeks prior** to the event date.



**NORTH WHIDBEY  
POOL, PARK, AND RECREATION  
DISTRICT**

**Commissioner Communication**

**Schedule of Fees Update**

- All proposed changes have been incorporated into the updated **Schedule of Fees** document.
- Proposed effective date: **April 1, 2026**

Recommended Motion: I move to approve the updated Schedule of Fees as presented, with an effective date of April 1, 2026.

**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **Discussion:** Yes/No  
**Vote:** Y/N/AB  
**BK**\_\_\_\_ **BL**\_\_\_\_ **JW**\_\_\_\_ **MH**\_\_\_\_ **DG**\_\_\_\_

**7.c. Item:** By Laws  
**Meeting Date:** March 26, 2026  
**Presented By:** BOC

**8.a. Unfinished Business Item:** None  
**Meeting Date:** March 26, 2026  
**Presented By:**

**Recommended Motion:**

*This section is for staff use*  
**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **Discussion:** Yes/No  
**Vote:** Y/N/AB  
**BK**\_\_\_\_ **BL**\_\_\_\_ **JW**\_\_\_\_ **MH**\_\_\_\_ **DG**\_\_\_\_

### North Whidbey Pool, Park & Recreation District – 2026 Schedule of Fees Effective 04.01.2026

Category	Activity / Facility		Resident Fee		Non-Resident Fee	Notes
Single Session Admissions	Lap Swim		\$7.25		\$9.00	Per person, per session
Single Session Admissions	Water Aerobics		\$8.50		\$10.75	Per person, per session
Single Session Admissions	Water Volleyball		\$7.50		\$9.25	Per person, per session
Single Session Admissions	Open Swim		\$6.00		\$7.50	Children 2 and under free
Single Session Admissions	Tot Pool		\$6.00		\$7.50	Children 2 and under free
Single Session Admissions	Shower		\$4.25		\$5.25	Per person, per session
Punch Cards (10 Visits)	Lap Swim & Hot Tub/Sauna		\$72.50		\$90.00	10 visits-can be shared
Punch Cards (10 Visits)	Water Aerobics		\$76.50		\$96.75	10 visits-can be shared
Punch Cards (10 Visits)	Water Volleyball		\$67.50		\$83.25	10 visits-can be shared
Punch Cards (10 Visits)	Open Swim & Tot Pool		\$60.00		\$75.00	10 visits-can be shared
Punch Cards (20 Uses)	Locker		\$10.00			20 Uses-can be shared
Memberships	Basic (Monthly)		\$72.00		\$90.00	Includes lap, open swim, tot pool, hot tub, sauna
Memberships	Basic (Quarterly)		\$183.75		\$229.75	"
Memberships	Basic (Annual)		\$691.25		\$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		18.38*	Fee depends on session length/resident status
Swim Lessons / Classes 45 minute	Group Swim Lessons		\$18.75		\$22.98	Fee depends on session length/resident status
Swim Lessons / Classes 1 hour	Group Swim Lessons		\$30.00		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			need to attend Oak Harbor Elementary
Oak Harbor Elementary Swim Class Lessons-4 weeks 8 lessons	PE Swim Class Lessons		\$85.00			need to attend Oak Harbor Elementary
Swim Lessons - 4 lessons	Private Lesson 30 minutes		\$202.00		\$252.50	
Swim Lessons	Late Fee		\$15.00			Additional charge applied to swim lesson 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			
Rentals & Parties	Full Facility Private Pool Rental/Swim Party		\$360.00		\$450.00	90 minutes, includes 25 guests; extra guest fee applies

Rentals & Parties	Full Facility Private Pool Rental/Swim Party		\$60.00		\$75.00	extra guest fee, applies after the 25 guest limit - adds 25 more guests. Can go up to deck limit of 176
Rentals & Parties	Open Swim Pool Party		\$168.00		\$210.00	Scheduled during any open swim, includes party room & 25 guests
Rentals & Parties	Open Swim Pool Party extra person		\$6.00		\$7.50	extra guest fee, applies after the 25 guest limit
Rentals & Parties	Viewing Room		\$20.50		\$25.75	Hourly rate for viewing room rental
Rentals	Lane Rental		\$20.50		\$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
Rentals & Parties	Late Fee	\$15.00				Additional charge applied to party & facility rentals submitted after the standard reservation deadline and only if there is room.
Rentals	Field Rental		\$25.00		\$25.00	Hourly rate for field rental; charged per field, per hour for practices and games. 2 Hour minimum. \$150 deposit, returned if no damages.
<b>Category</b>	<b>Activity / Facility</b>	<b>Fee</b>				<b>Notes</b>
Youth Programs/Leagues	Basketball	\$149.00				Per person, per session
Youth Programs/Leagues	Camp Trail Blaze	\$305.00				Per person, per session
Youth Programs/Leagues	Flag Football	\$120.00				Per person, per session
Youth Programs/Leagues	Volleyball	\$127.00				Per person, per session
Youth Programs/Leagues	Steam Camp	\$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	\$15.00				Additional charge applied to youth sports registrations submitted after the standard registration deadline and only if there is room.
ARC Courses	Lifeguard Course + BBP	\$395.00 plus ARC Fee (\$50.00)				Per person, per course
ARC Courses	Lifeguard Course + BBP Recertification	\$175.00 plus ARC Fee (\$50.00)				Per person, per course
ARC Courses	CPRO + BBP	\$110.00 plus ARC Fee (\$40.00)				Per person, per course
ARC Courses	CPRO + BBP Recertification	\$45.00 plus ARC Fee (\$40.00)				Per person, per course
ARC Courses	CPRO	\$75.00 plus ARC Fee (\$37.00)				Per person, per course

ARC Courses	CPRO Recertification	\$53.00 plus ARC Fee (\$47.00)		Per person, per course
ARC Courses	Blood Born Pathogens (BBP)	\$38.00 plus ARC Fee (\$19.00)		Per person, per course
ARC Courses	Coaches Safety Training	\$110.00		Per person, per course
MWR Lap Swim	active duty, reservists, and active duty family members only	\$6.00	\$6.00	Paid by MWR-required to show id for each and every admission
MWR Open Swim	active duty, reservists, and active duty family members only	\$5.00	\$5.00	Paid by MWR-required to show id for each and every admission
PRT	active duty & reservists-including proctor, observer, and swimmer	\$6.00	\$6.00	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.

\*Rates do not include sales tax.



**9.a. New Business Item:** TCP Humanity Scheduling Quote

**Meeting Date:** March 26, 2026

**Presented By:** BM Millang

**Purpose of Proposal**

- Transition to a more comprehensive scheduling and timekeeping system.
- Improve operational efficiency and staff experience.
- Reduce the number of applications staff must use on personal devices.
- Achieve overall cost savings while expanding functionality.

**Current System (Buddy Punch)**

- Cost: Approximately **\$390+ per month** (~\$4,680 annually).
- Limited functionality:
  - Primarily timekeeping; lacks integrated scheduling and communication tools.
- Requires use of additional platforms for scheduling and workforce management.
- Results in:
  - Increased administrative workload.
  - Multiple apps required for staff.
  - Reduced operational efficiency.

**Alternative Option Reviewed – Connecteam**

- Total Cost: **\$4,572 annually** (~\$381/month).
- Includes:
  - Operations Hub (Expert Plan)
  - Communications Hub (Expert Plan)
  - HR & Skills Hub (Basic Plan)
  - 50 total users (30 included + 20 additional)
- Pros:
  - Comprehensive feature set (scheduling, communication, HR tools).
  - Slight cost savings compared to current system.
- Considerations:
  - Multi-module (“hub”) structure may add complexity.
  - Less alignment with existing payroll system.

**Recommended Option – TCP Software (Humanity Scheduling)**

- **Cost Structure**
  - Annual Software Cost: **\$2,137.50**
  - One-Time Implementation: **\$1,327.50**
  - **Total Year 1 Cost: \$3,465.00**
  - Ongoing Annual Cost (after implementation): **\$2,137.50**
- Contract Terms:
  - Initial Term: **60 months**
  - Renewal Term: **12 months**
  - Payment Terms: Net 30 (Check)
- Cost Comparison:



- Saves approximately **\$1,200+ annually** compared to current system after Year 1.
- Greater long-term savings compared to both Buddy Punch and Connecteam.

**Key Benefits of Humanity Scheduling**

- Integrated scheduling and timekeeping in a single platform.
- Reduces the number of applications staff must download and use.
- Improved scheduling tools:
  - Shift planning
  - Coverage management
  - Real-time updates
- Enhanced visibility for supervisors and management.
- Streamlined payroll integration (aligns with existing systems).
- Scalable for future operational needs.

**Operational Impact**

- Simplifies workflows for both staff and supervisors.
- Reduces administrative time spent managing schedules and timecards.
- Improves communication and accountability.
- Enhances overall staff experience and usability.

**Implementation**

- Includes prepaid implementation services (9 hours).
- Vendor-supported onboarding and setup.
- Expected smooth transition with minimal disruption to operations.

**Contract Safeguard – Non-Appropriation Clause**

- The agreement includes a **non-appropriation (funding out) clause** to protect the District.
- If sufficient funds are not appropriated by the governing body in future budget cycles:
  - The District may **terminate the agreement without penalty or additional cost**.
  - Requires **minimum 30 days written notice** with documentation of funding limitations.
- This provision ensures:
  - Compliance with public sector contracting requirements.
  - Protection against long-term financial obligations without secured funding.

**Recommended Motion:** I move to authorize the Executive Director to execute a contract with TCP Software for Humanity Scheduling under the terms presented.

*This section is for staff use*

**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **Discussion:** Yes/No

**Vote:** Y/N/AB

**BK** \_\_\_ **BL** \_\_\_ **JW** \_\_\_ **MH** \_\_\_ **DG** \_\_\_



**CLIENT INFORMATION**

Shipping Method:

Purchased for: North Whidbey Pool Park & Recreation District  
Bill To: North Whidbey Pool Park & Recreation District

Contract Contact Name: Jay Cochran  
Contract Contact Email: jcochran@nwpprd.org

Billing Address: 85 SE Jerome St  
Oak Harbor, Washington 98277  
United States

Billing Contact Name: Julie Millang

Billing Contact Email: jmillang@nwpprd.org

Billing Contact Phone: 3606757665

**BILLING TERMS**

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	12 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
HUMANITY SCHEDULE ENTERPRISE (ANNUAL)	\$42.75	50	RECURRING	\$2,137.50
HUMANITY SCHEDULE IMPLEMENTATION SERVICES (PREPAID HOURS)	\$147.50	9	ONE-TIME	\$1,327.50

SUBTOTAL	<b>\$3,465.00</b>
TAXES	<b>\$0.00</b>
GRAND TOTAL	<b>\$3,465.00</b>
CURRENCY	USD

QUOTE EXPIRATION DATE : 03/31/2026

SPECIAL TERMS: CONTRACT LENGTH: 60 MONTHS  
NPP. GOV DISCOUNT

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## SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_



## TCP Master Services Agreement

THIS TCP MASTER SERVICES AGREEMENT (the “Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 (“TCP”), and \_\_\_\_\_, with its principal office located at \_\_\_\_\_ (“Client”).

WHEREAS TCP and Client (the “Parties”) desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

### 1. **Definitions.**

1.1 “Active License” means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 “Affiliate” means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 “Biometric Data” means any information based on an individual’s retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 “Client Data” means all of Client’s data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 “Data Processing Addendum” means TCP’s Data Processing Addendum located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.6 “Designated User” means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.7 “Employee” means Client’s individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.8 “Hardware Support and Maintenance Agreement” means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.



1.9 “Initial Term” has the meaning set forth in Section 10.

1.10 “Monthly License Fee” means TCP’s then current fees applicable for each of Client’s Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.11 “Order Form” means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.12 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.13 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.14 “Privacy Policy” means TCP’s Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.15 “Service Level Agreement” means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.16 “Subprocessor” means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.17 “Supported Hardware” means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.18 “TCP Services” means the TCP software application(s) hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.19 “TCP Technology” means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.20 “Term” has the meaning set forth in Section 10.



1.21 “Use Fees” means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

## 2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client’s use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client’s account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client’s account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User’s use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP’s servers or networks or interfere with any other party’s use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights.



Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

## 2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

## 2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement and pursuant to the TCP Data Processing Addendum. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by



applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

**2.4.3 Subprocessors.** TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the TCP Data Processing Addendum. The TCP Data Processing Addendum contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

### **3. Data Security.**

#### **3.1 Security Standards.**

**3.1.1** TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

**3.1.2** The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

**3.1.3** Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

**3.2 Security Breach Notifications.** TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such



unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

**4. Data Privacy.** TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

## 5. Confidential Information.

5.1 Each Party (the “Receiving Party”) acknowledges that it will have access to certain confidential information of the other Party (the “Disclosing Party”) concerning the Disclosing Party’s business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party’s confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as “Confidential Information”).

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party’s Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

**6. Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement.



Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

## **7. Supplemental Services; Master Agreement.**

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

## **8. Use Fees.**

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.



8.3 Employees and Designated Users in excess of the Active License count can be added at any time during a calendar month and will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges, if applicable, will be equal to the amount stated in the applicable Order Form.

8.5 After the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

**9. Taxes.** As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all applicable sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income. If Client qualifies for an exemption for taxes, Client will not be required to pay such taxes once a valid tax exemption certificate is provided to TCP.

**10. Term; Guaranteed Payment.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

## **11. Termination.**

**11.1 Termination for Cause.** A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

**11.2 Termination for Non-appropriations.** In jurisdictions where a clause such as this 11.2 is required by law, then notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

**12. Effect of Termination.** Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

**13. Intellectual Property Ownership.** Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

**14. Client Representations and Warranties.**

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited



to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

**15. TCP Representations and Warranties.** TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

**16. Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

**17. Limited Warranty.** TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

**18. Warranty Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP



SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

## **19. Indemnification.**

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written



approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

**20. Liability Limitation.** Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

**21. Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

**22. Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

**23. Continuing Obligations.** Those clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

**24. Marketing.** During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.



**25. Force Majeure.** Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**26. Dispute Resolution.** For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

**27. Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

**28. Class Action Waiver.** THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

**29. Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts



of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

**30. Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

**31. Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the event of a conflict between any of the aforementioned documents, the following order of priority shall control: 1) the Data Processing Addendum, 2) the Privacy Policy, 3) the Order Form, 4) this Agreement, 5) the Service Level Agreement, then 6) the Hardware Support and Maintenance Agreement (if applicable). The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

*[Signature Page Follows]*



**Accepted by:**

**Client**

**TimeClock Plus, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



NORTH WHIDBEY  
**POOL, PARK, AND RECREATION**  
DISTRICT  
**Commissioner Communication**

**10. Item: Executive Session**

**Meeting Date:** March 26, 2026

**Presented By:**

*\*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) of a public employee. 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** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **Discussion:** Yes/No

**Vote:** Y/N/AB

**BK** \_\_\_\_\_ **BL** \_\_\_\_\_ **JW** \_\_\_\_\_ **MH** \_\_\_\_\_ **DG** \_\_\_\_\_



**NORTH WHIDBEY**  
**POOL, PARK, AND RECREATION**  
DISTRICT  
**Commissioner Communication**

**11. Item:** Action Item/Review  
**Meeting Date:** March 26, 2026  
**Presented By:** Staff/Secretary

**12. Item:** Final Board Comments  
**Presented By:** BOC

**13. Item:** Thursday, April 23, 2026 @ 6:00 p.m. @ John Vanderzicht Memorial Pool  
**Presented By:** Chair

**14. Item:** Adjourn  
**Presented By:** BOC

Recommended Motion: I move we adjourn the meeting.

**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **Discussion:** Yes/No

**Vote:** Y/N/AB

**BK**\_\_\_ **BL**\_\_\_ **JW**\_\_\_ **MH**\_\_\_ **DG**\_\_\_