

**Williston Park and Recreation Foundation - Regular Meeting**  
**Date Sept 23, 2026**  
**Williston Area Recreation Center-12:00pm**  
**Jordy Larvick Board Room**



- I. Additions or Deletions to the Agenda
- II. Approval of Minutes
  - a. Regular Board meeting
- III. Approval of Financial Statements
- IV. Requests-
  - a. \$1500.00 Special Events- Candy Sponsor for Trail of Treats
  - b. \$250.00- Fitness Scholarship Shelby Janssen
  - c. \$1000.00 WPRD Full-Time Staff Meeting match funds
- V. WPRD Executive Director Report
- VI. Old Business-
  - a. Giving Hearts Day-
    - i. Updates
    - ii. Determine amount to match
    - iii. Approve new name of field
    - iv. Create and approve Sub Committee
  - b. WPRD Foundation Endowment Updates
    - i. CD matured and has been transferred to FSBT
    - ii. Review and approve Endowment Funds Policy Manual
    - iii. Review and approve Capitol Endowment Establishment and Governance Policy
- VII. New Business-
  - a. Approval of First State Bank and Trust Naming Rights Ice Resurfacer
  - b. Approval of Reach and Rescue Scholarship Program
- VIII. Adjourn

Next WPRD Foundation Meeting **Wednesday Oct 21, 2026 @ 12:00pm** in the **Jordy Larvick Board Room at the Williston Area Recreation Center (822 18<sup>th</sup> St E)**

If special accommodations are needed due to a disability, please call the Williston Parks and Recreation Foundation Secretary at (701)774-1513.

Anyone who would like to address the Board needs to be put on the agenda by calling the Williston Parks and Recreation Foundation at (701)774-1513 or emailing Rhonda@wprd.us by Thursday before each meeting.

**Board Members:** Lorri Amsden (President), Skye Olsen (Vice-President), Justin Graham, Kelly Heller, Larry Grondahl, Karen Guglich, Pace Bates, Park Board President Derrick Linghor  
**Foundation Liaison, Secretary & Treasurer:** Rhonda Ludlum  
**Non-Voting Members:** Joe Barsh, Emily O'Rear, Jessica Farmer

*Mission Statement: "Superior Parks, Facilities, and Programs for all to enjoy an active life"*



Aug 19, 2026

**WILLISTON PARKS AND RECREATION DISTRICT FOUNDATION  
REGULAR MEETING OF THE FOUNDATION BOARD**

Aug 19, 2026 | 12:00PM

Williston Area Recreation Center (WARC): Jordy Larvik Board Room

**CALL TO ORDER**

The meeting was called to order at 12:00PM by Board President Amsden

**ROLL CALL**

**Present:** Amsden, Olsen, Grondahl, Bates, Graham, Guglich, Heller, Linghor

- Derek, WPRD Park Board President, was welcomed as a new member of the WPRD Foundation Board.

**Absent:**

**Also Present:** Rhonda, Joe, Kazuma, Emily, Jessica

**ADDITIONS AND DELETIONS TO THE AGENDA-** None

**APPROVAL OF MINUTES**

**Motion** by Grondahl, **Seconded** by Graham, we approve the minutes of the previous meeting as received.

**Motion Carried**

**APPROVAL OF FINANCIAL STATEMENTS**

| Financial Summary |            |            |
|-------------------|------------|------------|
|                   | July 2026  | YTD 2026   |
| Revenue           | \$ 304     |            |
| Expense           | \$ 4,686   | \$ 135,387 |
| Net Position      | \$ (4,383) | \$ 57,872  |
|                   |            | \$ 77,615  |

| Asset Composition                         |              |
|-------------------------------------------|--------------|
| Operating / Unrestricted                  | \$ 84,576    |
| Temporarily Restricted                    | \$ 133,450   |
| Permanently Restricted - Future Endowment | \$ 1,040,000 |
| Total Assets                              | \$ 1,258,026 |

**Motion** by Graham, **Seconded** by Guglich, to approve WPRD Foundation financial statements

**ROLL CALL VOTE:**

AYE: Amsden, Olsen, Grondahl, Bates, Graham, Guglich, Heller, Linghor

NAY: None

ABSENT: None

**Motion Carried**

**EXECUTIVE DIRECTORS REPORT**

- Operations of concessions at water world working with user groups and at this time they broke the \$30,000 mark going back into the community groups.



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- SLP overlook project has began and it will be done by Aug 28<sup>th</sup> to pave the road up to the overlook.
- Evolution Sports complex is fully under construction. Working on picking maintenance things.
- Golf course is working on the GMP with FCI, after they have that they will demo the maintenance shed and then rebuild the new one.
- Bogeys Mini Golf: The Board discussed the need for a special meeting in early September to review and finalize the public-private partnership lease and financing associated with the Bogeys Mini Golf project. Raymond center WARC project is under contract, the Raymond center will be a phased project working on the first reconfigurations first. Working with JLG and FCI.
- Financially WPRD had a good sales tax month in July. Working on creating additional banking structure, this will create sustainability in the long term. This will diversify funds that WPRD has with other local institutions. Creating more clarity around travel club sport balances they will all be tracked in their own bank accounts.

## REQUESTS

- Fitness Scholarship- \$1631.30
  - \$220.50- Michele Moore continuing education
  - \$500.00- Cassandra Greer continuing education (\$500 is our cap)
  - \$467.40- Julie Steinberger Les Mills class subscriptions
  - \$443.40- Olga Mooney Les Mills Class subscriptions

**Motion** by Guglich, **Seconded** by Heller, to approve the amount of \$1631.30 to reimburse the above trainers with the Foundation Fitness Scholarship.

## ROLL CALL VOTE:

AYE: Amsden, Olsen, Grondahl, Bates, Graham, Guglich, Heller, Linghor

NAY: None

ABSENT: None

**Motion Carried**

## OLD BUSINESS

- Giving Hearts Day- Wonders Miracle Field
  - The Board discussed designating Wonders Miracle Field as the WPRD Foundation's Giving Hearts Day fundraising project. The proposed ADA-compliant field would provide an accessible recreational opportunity for individuals with disabilities and is estimated at approximately \$2 million. This project would need a sub committee including board and non-board members.
  - The anticipated project timeline with the Miracle Field considered a long-term capital project targeted for approximately 2028. The importance of clearly communicating the project timeline and fundraising expectations to donors and the community was emphasized.



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- Funds raised specifically for the Miracle Field through the campaign would be restricted for the designated project. The Board also discussed incorporating Wonders programming into the overall fundraising strategy.
- The Board discussed a potential Foundation matching contribution, including a proposed amount of \$10,000. No final matching amount was established at the meeting; the amount will be determined following additional conversations with potential donors and Foundation partners.

**Motion** by Graham, **seconded** by Grondahl, to approve the WPRD Foundation's participation in Giving Hearts Day in support of Wonders Miracle Field as the designated beneficiary, pending further discussion with other donors. The Foundation's matching contribution amount will be determined following those conversations.

**ROLL CALL VOTE:**

AYE: Amsden, Olsen, Grondahl, Bates, Graham, Guglich, Heller, Linghor

NAY: None

ABSENT: None

**Motion Carried**

- CD & Endowments updates- Selection of Financial Institution
  - The Board reviewed the results of the financial institution interview and evaluation process. First State Bank and Raymond James were identified as the two leading candidates.
  - The Board discussed each institution's investment management approach, fee structure, level of personalized service, account segregation capabilities, and ability to support the Foundation's long-term financial needs.
  - Following discussion, the Board determined that First State Bank's local presence, personalized service, in-house investment management, and ability to provide separate account tracking aligned well with the Foundation's current needs.
  - The Board discussed utilizing a one-year trial period to evaluate service, performance, and the overall relationship before making a longer-term commitment.

**Motion** by Pace, **seconded** by Guglich, to approve First State Bank as the financial institution responsible for managing and investing the WPRD Foundation Endowment for a one-year trial period.

**ROLL CALL VOTE:**

AYE: Amsden, Bates, Graham, Guglich, Heller, Linghor

NAY: Grondahl

Abstain: Olsen

ABSENT: None

**Motion Carried**

Aug 19, 2026  
**NEW BUSINESS**



- Alcohol sales and Agency Services Agreement Approval-
  - The Board reviewed the Alcohol Sales and Agency Services Agreement, which formalizes the WPRD Foundation as the agent for retail alcohol sales at designated WPRD facilities.
  - The agreement provides flexibility to relocate the applicable alcohol license as needed for approved events and locations, supporting continued revenue opportunities for the Foundation.

**Motion** by Graham , **Seconded** by Heller, to approve the Alcohol sales and Agency Services Agreement.

**ROLL CALL VOTE:**

AYE: Amsden, Olsen, Grondahl, Bates, Graham, Guglich, Heller, Linghor

NAY: None

ABSENT: None

**Motion Carried**

- Horizon Resources Ice Resurfacer Naming Rights Recognition Agreement Approval-
  - The Board reviewed the Naming Rights Recognition Agreement with Horizon Resources for the WPRD ice resurfacer.
  - The agreement provides \$25,000 annually for a 10-year term, resulting in a total naming rights commitment of \$250,000.

**Motion** by Graham, **Seconded** by Grondahl, to approve Horizon Resources Ice Resurfacer Naming Rights Recognition Agreement.

**ROLL CALL VOTE:**

AYE: Amsden, Olsen, Grondahl, Bates, Graham, Guglich, Heller, Linghor

NAY: None

ABSENT: None

**Motion Carried**

**CORRESPONDENCE/PUBLIC COMMENT**

No correspondence or citizens were present to be heard.

**NEXT MEETING DATE-** Sept 23<sup>rd</sup>, 2026

**ADJOURNMENT**

**Motion** by Graham, **Seconded** by Linghor, to adjourn meeting

**Motion Carried**

**Request for Funds**  
**Williston Parks and Recreation District Foundation**



**Funding Request**

Date Requested: 9/23/26

Organization/Individual Submitting Request: WPRD Special Events

Primary Contact Person: Laurie Christen

Contact Phone: 701.774.1533

WPRD Co-Sponsor (required): \_\_\_\_\_

Amount Requested: 1500.00

Total Project/Activity Cost: 1500.00

Project/Activity Description:

Hello! This year for Halloween, WPRD will be participating in the Trail of Treats here at the ARC. Our plan is to have children trick-or-treat throughout the building, with different fun activities, treats, and surprises at each station.

We would love to have candy as one of our stops and are reaching out to see if the WPRD Foundation would be willing to help with the cost of the candy.

As an additional request, we would also love to have the Foundation host one of the treat stations and help hand out the candy. We think it would be a fun way for the Foundation to be involved and interact with the families attending the event.

We appreciate all the support the Foundation provides to WPRD and would love to have you be part of making this year's Trail of Treats a fun Halloween experience for our community!

Thank you for considering it!

**Funding Decision**

☐ Approved ☐ Not Approved

Foundation Signature: \_\_\_\_\_

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

**Foundation Board:** President Lorri Amsden, Vice President Skye Olsen, Justin Graham, Karen Guglich, Kelly Heller, Larry Grondahl, Pace Bates, Rhonda Ludlum

**Contact:** WPRD Foundation | PO Box 1153 Williston, ND 58802 | 701-774-1513

**Located:** Williston Area Recreation Center 822 18<sup>th</sup> St E Williston, ND 58802

**Request for Funds**  
**Williston Parks and Recreation District Foundation**



**Funding Request**

Date Requested: 9/23/26

Organization/Individual Submitting Request: ARC Fitness

Primary Contact Person: Rhonda Ludlum

Contact Phone: 701-580-1754

WPRD Co-Sponsor (required): \_\_\_\_\_

Amount Requested: \$250.00

Total Project/Activity Cost: \$250.00

**Project/Activity Description:**

Shelby Janssen is a Pink Gloves Boxing instructor at the ARC and is required to complete continuing education to maintain her instructor qualifications. Due to personal circumstances, Shelby is currently unable to cover the \$250 training fee. I am requesting approval to pay the training fee in advance on her behalf.

Shelby has been an instructor at the ARC for more than a year and has successfully led the Pink Gloves Boxing program. She meets the qualifications for this scholarship assistance and has signed an agreement acknowledging that she will reimburse the full \$250 if she resigns or is terminated within six months of completing the training.

The Pink Gloves Boxing training will be held at the WARC from October 12-16 and will be conducted by Shaleena Layton. Because the training is being held locally, there will be no additional travel or lodging expenses associated with this request.

**Funding Decision**

☐ Approved ☐ Not Approved

Foundation Signature: \_\_\_\_\_

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

**Foundation Board:** President Lorri Amsden, Vice President Skye Olsen, Justin Graham, Karen Guglich, Kelly Heller, Larry Grondahl, Pace Bates, Rhonda Ludlum

**Contact:** WPRD Foundation | PO Box 1153 Williston, ND 58802 | 701-774-1513

**Located:** Williston Area Recreation Center 822 18<sup>th</sup> St E Williston, ND 58802



## Memorandum of Understanding

This Memorandum of Understanding (MOU) documents the expectations between the Williston Parks and Recreation District (WPRD) and \_\_\_\_\_ regarding approved continuing education or professional development related to the fitness industry while employed by WPRD.

Beginning on \_\_\_\_\_, \_\_\_\_\_ will participate in the following approved course, certification, or continuing education opportunity:

\_\_\_\_\_  
Upon successful completion of an approved training or certification, WPRD may reimburse eligible course, certification, or subscription fees in accordance with the WPRD Fitness Scholarship Guidelines. Trainers who have been employed by WPRD for at least one (1) year and have demonstrated a successful program may be eligible for advance payment of an approved certification. If an employee receives certification funding whether paid in advance or reimbursed after successful completion and payment of the certification and voluntarily terminates employment, takes a leave of absence, or is terminated within six (6) months of receiving the funding, the employee will be required to reimburse WPRD for the full amount paid on their behalf. Travel and hotel expenses are not eligible for reimbursement. Approved reimbursement amount: \$ \_\_\_\_\_

By signing below, the participant acknowledges the scholarship requirements and agrees to remain employed with WPRD and continue teaching or training for at least six months following completion of the approved training or certification.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
WPRD Fitness & Wellness Manager

\_\_\_\_\_  
Date



## WPRD Fitness Scholarship Guidelines

### Purpose

The WPRD Foundation Fitness Scholarship supports continuing education and professional development opportunities for WPRD fitness staff that enhance the quality and growth of ARC Fitness programs.

### Scholarship Criteria

- Applicants must have been employed by WPRD for at least six months and demonstrate commitment to WPRD through consistent class attendance, participant engagement, and growth of their participant or client base.
- The course, certification, or continuing education opportunity must benefit and enhance the WPRD Fitness Department through class growth, current fitness trends, improved instruction, or participant retention.
- Applicants must work solely with WPRD and may not provide fitness instruction or training through another business location or home-based business.
- WPRD may provide up to \$500 per year toward approved course, certification, and subscription fees. Travel and hotel expenses are not included.
- For trainers who have been employed by WPRD for at least one (1) year and have demonstrated a successful program, WPRD may approve payment of an eligible certification in advance. If the employee voluntarily terminates employment, takes a leave of absence, or is terminated from employment within six (6) months of receiving the certification funding, the employee will be required to reimburse WPRD for the full amount paid on their behalf.
- Scholarship assistance may be initiated in one of two ways: the WPRD Fitness Coordinator or Manager may request that an instructor complete a training, or an instructor may submit a written application for consideration.
- Recipients must commit to at least six months of continued teaching, training, and employment with WPRD following completion of the approved training or certification.
- If an employee receives certification funding whether paid in advance or reimbursed after successful completion and payment of the certification and voluntarily terminates employment, takes a leave of absence, or is terminated within six (6) months of receiving the funding, the employee will be required to reimburse WPRD for the full amount paid on their behalf.
- Instructors who are required to pay monthly or yearly subscription fees to offer their class will receive a percentage reimbursement or up to \$500 for these fees.

***All scholarship requests are subject to review and approval in accordance with WPRD Foundation procedures and available funding.***

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
WPRD Fitness & Wellness Manager

\_\_\_\_\_  
Date

**Request for Funds**  
**Williston Parks and Recreation District Foundation**



**Funding Request**

Date Requested: 09/18/26

Organization/Individual Submitting Request: Kate Cote

Primary Contact Person: \_\_\_\_\_

Contact Phone: 701-770-4720

WPRD Co-Sponsor (required): \_\_\_\_\_

Amount Requested: 1000

Total Project/Activity Cost: 2000

**Project/Activity Description:**

WPRD is requesting \$1000 from the Foundation to match the District's \$1000 contribution toward our Annual Employee Meeting. Funding will support employee meals, service recognition plaques, prizes, and other appreciation activities. As we continue working to strengthen employee recognition and engagement, we want this event to be meaningful and a fun opportunity to celebrate our staff and recognize their contributions to WPRD throughout the year.

**Funding Decision**

☐ Approved ☐ Not Approved

Foundation Signature: \_\_\_\_\_

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

**Foundation Board:** President Lorri Amsden, Vice President Skye Olsen, Justin Graham, Karen Guglich, Kelly Heller, Larry Grondahl, Pace Bates, Rhonda Ludlum

**Contact:** WPRD Foundation | PO Box 1153 Williston, ND 58802 | 701-774-1513

**Located:** Williston Area Recreation Center 822 18<sup>th</sup> St E Williston, ND 58802

# GHD Calendar

## AUGUST

- 13 Thursday, Aug. 13, 2026 | 2 PM**  
New Charity Orientation (*In Person, Fargo*)
- 24 Monday, Aug. 24, 2026 | 1 PM**  
New Charity Orientation (*Zoom*)
- 25 Wednesday, Aug. 25 | 1:30 - 3:30 PM**  
Minot Kick-Off Training
- 26 Wednesday, Aug. 26, 2026 | 10 AM - 12 PM**  
Bismarck Kickoff Training
- 27 Thursday, Aug. 27, 2026 | 9 AM & 1 PM**  
Fargo Kickoff Training
- 31 Monday, Aug. 31, 2026**  
Subscription and Stripe account setup deadline

## SEPTEMBER

- 2 Wednesday, Sept. 2, 2026 | 10 AM - 12 PM**  
Grand Forks Kick-Off Training
- 17 Thursday, Sept. 17, 2026 | 9 AM**  
September Learning Series (*Zoom*)
- 25 Friday, Sept. 25, 2026**  
Charity Profile Deadline

## OCTOBER

- 15 Thursday, Oct. 15 | 9 AM**  
October Learning Series (*Zoom*)

## NOVEMBER

- 2 Monday, Nov. 2, 2026**  
GHD Gift Card Sales Open
- 12 Thursday, Nov. 12**  
November Learning Series (*Zoom*)

## DECEMBER

- 1 Tuesday, Dec. 1, 2026**  
Match Entry Opens
- 17 Thursday, Dec. 17, 2026**  
December Learning Series (*Zoom*)

## JANUARY

- 14 Thursday, Jan. 14, 2027**  
January Learning Series (*Zoom*)
- 11 Monday, Jan. 11, 2027**  
Early Giving Opens
- 25 Monday, Jan. 25, 2027**  
Minimum \$3,000 Match Due

## FEBRUARY

- 1 Monday, Feb. 1, 2027**  
Check Entry Opens



**Thursday, Feb. 11, 2027**  
**GIVING HEARTS DAY!**

- 12 Friday, Feb. 12, 2027**  
Check Entry Closes End of Day

## IMPORTANT LINKS

### Admin Portal URL

[Admin.GivingHeartsDay.org](https://Admin.GivingHeartsDay.org)

*Be sure to check here for official dates/  
times and registration links!*

### Join the GHD Email List

[bit.ly/GHD-charity-newsletter](https://bit.ly/GHD-charity-newsletter)



## ESTABLISHMENT OF WPRD FOUNDATION GIVING HEARTS DAY SUBCOMMITTEE

**Motion:** To approve the establishment of a WPRD Foundation Giving Hearts Day Subcommittee to assist with the planning, coordination, promotion, fundraising efforts, and implementation of the Foundation's participation in Giving Hearts Day.

**The Giving Hearts Day Subcommittee shall consist of:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The Subcommittee is authorized to coordinate Giving Hearts Day activities on behalf of the WPRD Foundation, including campaign planning, community outreach, sponsorship and donor engagement, marketing and promotional efforts, event coordination, and other activities necessary to support a successful Giving Hearts Day campaign. The Subcommittee shall provide updates and recommendations to the full WPRD Foundation Board as appropriate. Any expenditures or commitments requiring Board approval shall be presented to the full Board prior to implementation.

Membership of the Giving Hearts Day Subcommittee may be modified as needed with approval of the WPRD Foundation Board.

**Approved:** \_\_\_\_ **Yes** \_\_\_\_ **No**

\_\_\_\_\_  
Board President / Authorized Signature

\_\_\_\_\_  
Date

Williston Parks & Recreation District  
Foundation IMA

Account Number: 9445

Review of Assets

09/11/2026

| Shares or Par Value                 | Unit Market | Investment Cost Basis | Total Market Value  | Estimated Annual Income | Accrual       | Current Yield |
|-------------------------------------|-------------|-----------------------|---------------------|-------------------------|---------------|---------------|
| Cash                                |             |                       |                     |                         |               |               |
| Income Cash                         |             | 0.00                  | 0.00                |                         |               |               |
| Principal Cash                      |             | 0.00                  | 0.00                |                         |               |               |
| Total Cash                          |             | 0.00                  | 0.00                |                         |               |               |
| Cash Equivalents                    |             |                       |                     |                         |               |               |
| <u>Misc Cash Equiv - Taxable</u>    |             |                       |                     |                         |               |               |
| 1,040,000.000000 MONEY MARKET FUND  | 1.0000      | 1,040,000.00          | 1,040,000.00        | 36,677.33               | 401.94        | 3.53%         |
| <u>1,040,000.000000 Grand Total</u> |             | <u>1,040,000.00</u>   | <u>1,040,000.00</u> | <u>36,677.33</u>        | <u>401.94</u> | <u>3.53%</u>  |



Growing Relationships Locally



## **Established WPRD Foundation Endowment Subcommittee**

Motion: To approve the establishment of a WPRD Foundation Endowment Subcommittee to work directly with First State Bank & Trust in the development of an investment portfolio and strategy for the Foundation's approximately \$1,040,000 endowment fund.

**The Endowment Subcommittee shall consist of:**

- **Rhonda Ludlum, Foundation Liaison – (non-voting)**
- **Lorri Amsden, Foundation President**
- **Skye Olsen, Foundation Vice President**
- **Jessica Farmer, WPRD Foundation Director**

The Subcommittee is authorized to work with First State Bank & Trust, review investment options, provide direction, sign documents, and make recommendations regarding the structure and management of the endowment portfolio. The final proposed investment portfolio and strategy shall be presented to the full WPRD Foundation Board for review and approval prior to implementation.

Membership of the Endowment Subcommittee may be modified as needed with approval of the WPRD Foundation Board.

Approved: \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_\_  
Foundation Signature

\_\_\_\_\_  
Date

## **Action by Email Vote**

**Date Initiated: August 26, 2026**

**Motion Approved: August 27, 2026**

**Subject: Motion to Establish WPRD Foundation Endowment Subcommittee**

### **Motion**

A motion was presented to establish a WPRD Foundation Endowment Subcommittee to work directly with First State Bank & Trust in developing an investment portfolio and strategy for the Foundation's approximately \$1,040,000 endowment fund. The subcommittee would be authorized to review investment options, provide direction, sign documents, and make recommendations regarding the management of the endowment portfolio, with final recommendations subject to approval by the full Foundation Board.

### **Proposed Subcommittee Members**

- Rhonda Ludlum, Foundation Liaison (Chair)
- Lorri Amsden, Foundation President
- Skye Olsen, Foundation Vice President
- Jessica Farmer, WPRD Foundation Director

### **Motion and Second**

- Motion by: Larry Grondahl ("So moved.")
- Second by: Kelly Heller ("I motion to approve the subcommittee as stated. Or second if already proposed.")

### **Vote**

The following board members voted Approve:

- Karen Guglich
- Kelly Heller
- Larry Grondahl
- Lorri Amsden
- Pace Bates
- Derrick Linghor

- Justin Graham

#### Result

The motion to establish the WPRD Foundation Endowment Subcommittee passed by email vote, and the board authorized the creation of the subcommittee as proposed.

Rhonda Ludlum notified board members that the motion had passed on August 27, 2026.

**WILLISTON PARKS  
AND RECREATION  
DISTRICT  
FOUNDATION**

*Endowment Funds  
Policy Manual*

*June 22, 2026*

(draft #2)

# **Endowment Funds Policy Manual**

(draft #1)

## **I. Authorization of The WPRD Foundation Funding Policies**

### **A. Endowment**

1. There shall be established and maintained various funds to receive and administer bequests, estates, insurance proceeds, and other planned or deferred gifts in order to enhance the work of the WPRD Foundation.
2. The various funds may be augmented at any time by their grantors or any other person, but the various names of the funds shall remain the same unless changed by the grantors.
3. The funds shall consist of:
  - a. Restricted
  - b. Unrestricted
  - c. Facility-Specific
  - d. Board-Designated
  - e. Donor-Designated
4. If The WPRD Foundation is dissolved, the various Endowment Funds shall be dispersed as explained in the bylaws of the WPRD Foundation.
5. The disbursements of the various Endowment Funds shall be used as approved by the WPRD Foundation Board.

### **B. Foundation Investment Committee**

1. The Foundation Investment Committee shall consist of 3 individuals appointed by the WPRD Foundation Board for three-year terms (initially staggered 1-2-3), to coincide with the present WPRD Foundation Board appointment terms. It shall consist of no more than 4 members. The Committee shall also include the WPRD Liaison as a non-voting member. The WPRD Liaison shall not be counted toward the Committee's quorum requirements.
2. The Foundation Investment Committee, at convenient intervals but at least semi-annually, renders a full and complete account of the administration of the various Endowment Funds to the WPRD Foundation Board.
3. Compensation and Liability. Each committee member shall serve without compensation for services. No committee member shall be liable for any action taken in good faith or in a manner which the committee member reasonably believed to be in the best interests of the WPRD Foundation.

Further each member shall be entitled to indemnification as provided in North Dakota law, or these policies.

## **II. The WPRD Foundation Policies and Procedures**

### **A. Mission Statement**

"Superior parks, facilities, and programs for all to enjoy an active life."

### **B. Goals**

The goals of the Williston Parks and Recreation District Foundation are to enhance and expand youth programs throughout the Williston area, providing more opportunities for participation, growth, and engagement. We also aim to broaden and strengthen services available to seniors in our community, ensuring accessible and meaningful programming for all. In addition, the Foundation supports funding for projects that improve and enhance the facilities and programs offered by the Williston Parks and Recreation Department, helping build a stronger, more vibrant parks system for the entire community.

### **C. Policy**

Philanthropic support is important to meeting the mission of the WPRD Foundation. All expressions of interest and financial support are welcome from any friend, corporation, foundation, or similar source. The WPRD Foundation is responsible for receiving, administering, and distributing all property or funds gifted directly or to the WPRD Foundation. The WPRD Foundation Board set forth in these policies the necessary or appropriate actions for receiving, holding, or investing said property, real or personal.

The WPRD Foundation Board and the WPRD Foundation Staff are available to meet with prospective donors, without obligation, to discuss areas of interest, the Foundation's needs or objectives, types of commitment, options for payment, estate planning, etc., to provide every possible assistance to each interested individual.

### **D. Definition of Terms – Permanently Restricted, Short-Term Restricted and Unrestricted Gifts**

Commitments to and/or payment of it may take the form of one or a combination of the following:

Restricted gifts are those given for a specific purpose where as the principal may never be used.

Unrestricted gifts with no stipulation as to purpose of use. Unrestricted gifts received through a planned gift such as bequest in will, life insurance, charitable gift annuity, trusts, etc. may be given a designation in the endowment fund according to the WPRD Foundation Board.

Facility Specific gifts given for a specific WPRD facility.

Board Designated gifts received by the Board which the Board designates for a specific purpose.

Donor Designated gifts are those given for a specific purpose designated by the donor.

#### **E. Acceptance of Gifts**

The WPRD Foundation Board reserves the right to accept or (in cases where absolutely necessary) to decline any commitment, which is offered to them. They also reserve the right to determine how any commitment will be credited, or how commitments will be recognized. Potential commitments, which could be modified or refused, may evolve around one or a combination of the following:

- A desire to develop or otherwise fund a program which would seem to be inconsistent with The WPRD Foundation traditional, current or future mission as determined by the WPRD Foundation Board;
- A desire to develop a particular program having the WPRD Foundation support, but for which the donor is unwilling and/or able to commit the resources necessary to ensure that the project is completed, or to maintain in perpetuity which would not be self-sustaining;
- A desire to designate or restrict a commitment in a way which is inconsistent with the WPRD Foundation policies as well as local, state, or Federal statutes regarding race, color, creed, national origin, religion, or a similar moral issue;
- A gift, which would accrue liabilities to the WPRD Foundation that would be potentially detrimental to its operation.

#### **F. Donors' Rights and Responsibilities**

1. Compliance with Legal Requirements - Although representatives of the WPRD Foundation will provide all appropriate assistance, the ultimate responsibility regarding evaluations, the tax deductibility and/or similar legal local, state and/or federal compliance issues rests with the donor and/or such counsel as the donor may wish to secure. Such a statement will be included on all gift transference documents. All prospective donors will be urged to seek their own legal counsel and accountant's advice in matters relating to their deferred gift, tax and estate planning.
2. Priority of Donor's Best Interest - The interest of the donor will have priority over the interest of the WPRD Foundation. Volunteers, officers,

or paid employees of the WPRD Foundation will not knowingly seek nor accept any commitment regardless of size, tender, designation, or other parameter which they believe is not in the potential donors' best interest to commit. No program, trust agreement, contract or commitment will be urged upon any donor or prospective donor, which will benefit the WPRD Foundation at the expense of the donor's best interests. Exceptions are only possible with written approval of the donor. In the event that such a commitment is unknowingly accepted, the appropriate mitigating circumstances will be subsequently brought to the attention of the WPRD Foundation Board.

#### **G. The WPRD Foundation Rights and Responsibilities**

1. Gift Record and Tax Report - The office of the Executive Director will maintain donor records. For purposes of compliance with the Internal Revenue Service's regulations, the Executive Director will maintain the records of gifts for a minimum of seven years, or upon direction of the WPRD Foundation Board. Individual files will be maintained for all donors who have contributed. Legal documents, securities, copies of wills, etc. will be maintained with appropriate security necessary for their protection.
2. Donor Communications - The Executive Director and WPRD Foundation Liaison will monitor the donor relation process to provide continued cultivation and satisfaction of the donor.
  - a. An acknowledgment letter will be sent within 30 working days of receipt of gifts.
  - b. All donors will be entered into the donor database for purposes of receiving all appropriate publications for donor level.
  - c. Opportunities will be provided for appropriate donor recognition in the WPRD Foundation programs and activities.
3. Administration of Planned Gifts - The WPRD Foundation will, as much as possible, utilize a professional to administer charitable gift annuities, charitable lead trusts and other trust agreements, charitable lead trusts, pooled life income fund and other gifts with retained life interest. Other qualified administrators of such gifts may also be used.
4. Use of Legal Counsel - The WPRD Foundation will seek legal counsel in all matters pertaining to its deferred giving program and will not execute deferred giving agreement without the advice of legal counsel.
5. Avoidance of Pressure Techniques - The WPRD Foundation will exercise extreme caution against the use of any high-pressure sales techniques when working with prospective donors. All personnel employed to administer or promote development programs will be paid a salary or retained on a per diem or an annual basis and will not receive any

commission which might give such personnel an undesirable personal interest in any agreement.

6. Confidential Information Concerning Planned Gift Donors - All information concerning planned gift donors and prospective planned gift donors, including their names, the names of the beneficiaries, the amount of the gift, size of their estate, etc., will be kept strictly confidential by the Executive Director and authorized personnel unless permission is obtained from the donor to release such information.

### **III. Gift Acceptance Policies**

#### **A. Cash**

1. Gifts of cash will be accepted. Gifts of checks and share-drafts will be accepted.

#### **B. Pledges**

1. Gifts may be made by pledge to the WPRD Foundation. To be considered accepted, the gifts by pledge must be in writing and include the donor's signature. Gifts by pledge will receive timely payment reminders, in a manner satisfactory to the donor and the WPRD Foundation.

#### **C. Planned and Deferred Gifts**

1. Gifts may be made using these tools, but not limited to these tools: Wills and Trusts, Insurance, real property, stock.

#### **D. Real Estate and Mineral Interest**

1. Gifts of Real Estate and Mineral Interests will be accepted by recorded deed.

#### **E. In-Kind Gifts of Securities**

1. Gifts of investment assets, including stocks, bonds, mutual funds, and other marketable securities may be accepted by the Foundation. Donated assets will be reviewed and managed in accordance with the Foundation's investment objectives and fiduciary obligations. The Foundation reserves the right to retain or liquidate any gifted investment asset; however, donor preferences regarding the continued holding of specific assets may be considered and honored at the discretion of the Foundation, provided such retention is deemed prudent and in the best interests of the Foundation.

### **IV. Named Funds**

- A. Donors making a qualifying planned gift or substantial cash contribution may have an endowment established in their name or in the name of an individual

or entity they designate, subject to the approval and discretion of the WPRD Foundation Board.

- B. Donors making a substantial contribution to the Foundation may be eligible for naming recognition of a building, facility, or other WPRD asset. Such recognition shall be subject to the approval and discretion of the WPRD Foundation Board, which shall consider the significance of the gift and its benefit to the Foundation when evaluating naming requests.

## **V. Investment Policies for the Foundation/Scholarship Funds**

For the purpose of those funds in which the WPRD Foundation acts as fiduciary, the following investment guidelines will govern:

### **A. General Investment Statement**

1. It is the intent of the WPRD Foundation to establish guidelines which will direct the management of assets toward the desired performance.
2. Investments shall be made with the primary interest of the WPRD Foundation in mind and with consideration being given to the reasonable wish of the donor.
3. Investment of the Endowment Fund shall be diversified to minimize risk.
4. Short-term fluctuations in value shall be considered secondary to long-term results.
5. Cash is to be productively employed at all times by investment in short-term cash equivalent short-term interest-bearing accounts, including money market funds.
6. The Endowment Fund's may be managed by one or more professional investment managers with the necessary expertise to obtain the investment objectives. The manager/managers will be selected by the WPRD Foundation Board.

### **B. Investment Guidelines**

1. Asset Allocation for Funds - Following careful consideration by the Investment Manager (Manager) along with the WPRD Foundation Board, asset allocation is to be as follows:

|                                |                          |
|--------------------------------|--------------------------|
| Diversified Growth/Equity:     | 60% - 80% (Market Value) |
| Income Producing/Fixed Income: | 20% - 40% (Market Value) |

2. Based on market fluctuations, the portfolio must be reallocated to stay within the range stipulated above at least annually.

3. The Investment Manager shall determine the asset allocation at any given time and will base its asset allocation on discussions with the Investment Committee and on the:
  - a. The projected intermediate cash flow needs of the Foundation.
  - b. A conservative analysis of the expected returns of the capital markets.
4. Income Producing/Fixed Income Investments:
  - a. Shall be of high-grade A or better corporate bonds, notes or debentures, securities issued by the U.S. Government or its agencies, certificate of deposits issued by financial institutions including First State Bank and Trust, or fixed income mutual funds with an average investment grade of A or better.
5. Diversified Growth/Equity investments:
  - a. Equity mutual funds will be used and will conform to investment guidelines.
  - b. Individual holdings may vary in quality measures, but overall portfolio risk will be measured by the S & P 500 Index.
  - c. All issues are to be readily marketable.
6. Real Estate and mineral interests shall be considered permissible gifts and accepted in the investments mix, if so directed by the WPRD Foundation Board.
7. Prohibited investments shall include but not be limited to investments in:
  - Restricted stock.
  - Commodities, or futures contracts.
  - Stock and index options.
  - Warrants.
  - Margin buying.
  - Short selling.
  - Venture capital.
  - Private placements.
  - Zero Coupon bonds.
  - Non-investment Grade Bonds.
8. The Investment Manager will provide:
  - a. Monthly updates via printed and/or on-line statements.
  - b. Conduct an annual review of the portfolio with the Investment Committee, or as otherwise designated by the WPRD Foundation Board, and rebalance the portfolio as appropriate, taking into

consideration the Foundation's objectives, liquidity requirements, spending needs, and overall financial circumstances.

DRAFT



# WPRD Foundation Capital Endowment

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## *Establishment and Governance Policy*

### **1. Purpose and Intent**

The Williston Parks & Recreation Foundation ("Foundation") hereby establishes the WPRD Foundation Capital Endowment ("Endowment") as a long-term financial resource dedicated to supporting the capital sustainability, improvement, and continued development of facilities and amenities owned or operated by the Williston Parks & Recreation District ("WPRD" or "District").

The Endowment is intended to preserve financial resources for future generations while generating long-term investment earnings that may be used to support significant capital needs of the District.

The Foundation recognizes that the specific capital needs of WPRD will change over time. Accordingly, the Endowment is intentionally established without permanent allocations to individual facilities, amenities, projects, or categories of capital expenditure. This structure is intended to allow future Foundation and District leadership to direct available Endowment resources toward the areas of greatest need and benefit while preserving the long-term purpose and financial integrity of the Endowment.

### **2. Establishment of the Endowment**

The Foundation Board hereby designates an initial amount of \$1,040,000.00 as the founding corpus of the Endowment.

The Endowment is established by action of the Foundation Board using assets under the control of the Foundation and is therefore intended to function as a board-designated long-term endowment fund.

Additional amounts may be added to the Endowment from time to time by action of the Foundation Board, including:

- unrestricted Foundation resources designated for long-term investment;
- contributions specifically received for the Endowment;
- bequests or planned gifts;
- grants or other contributions consistent with the purpose of the Endowment; and
- other funds that the Foundation Board determines are appropriate for permanent or long-term investment.

Any donor-restricted contribution subsequently added to the Endowment shall remain subject to the terms of the applicable gift instrument and applicable law.

### **3. Endowment Purpose**

The Endowment exists exclusively to support the long-term capital needs of the Williston Parks & Recreation District.

Permitted purposes include, but are not limited to:

- major capital maintenance and replacement;
- renovation or rehabilitation of existing facilities and amenities;
- significant repairs that extend the useful life of a capital asset;
- replacement or modernization of major building systems, infrastructure, equipment, or amenities;
- improvements or expansions to existing facilities and amenities;
- construction or acquisition of new facilities, amenities, or major capital assets;
- planning, design, engineering, or other professional services directly associated with an eligible capital project; and
- other substantial capital investments determined to further the long-term recreational, community, or public-service mission of WPRD.

Endowment resources should generally be used for expenditures having a meaningful long-term benefit rather than ordinary annual operating costs.

#### **4. Preservation of Corpus**

The Foundation intends that the original corpus of the Endowment, together with any subsequent amounts specifically designated as additional corpus, be preserved for the long-term benefit of WPRD and the community it serves.

Except as provided in Section 8 of this Policy, Endowment corpus shall not be appropriated or expended.

Routine operating deficits, temporary cash-flow needs, ordinary operating expenses, short-term budget balancing, or purposes unrelated to the capital needs of WPRD shall not constitute sufficient justification for invading Endowment corpus.

The preservation of corpus is intended to ensure that decisions made for short-term financial convenience do not materially diminish a resource established for future generations.

Nothing in this Policy, however, is intended to make the corpus absolutely inaccessible in circumstances where extraordinary community or District needs justify its use and the procedural protections established by this Policy have been satisfied.

#### **5. Investment Earnings and Appreciation**

Interest, dividends, realized gains, unrealized appreciation, and other investment returns earned by the Endowment shall be retained within the Endowment unless and until approved for an eligible use under this Policy.

There shall be no required annual distribution from the Endowment.

Investment earnings may accumulate from year to year so that resources are available for significant future capital projects rather than requiring annual expenditures solely because earnings are available.

The Foundation Board may approve expenditures from accumulated earnings for eligible capital purposes after consideration of:

- financial condition of the Endowment;
- current and projected WPRD capital needs;
- market conditions and investment performance;
- preservation of the long-term purchasing power of the Endowment;
- other capital funding sources available to WPRD;
- anticipated timing and significance of the proposed project; and
- recommendations from WPRD leadership and the Foundation's professional investment advisor or manager, when appropriate.

Nothing in this Policy requires earnings to be physically segregated by individual facility, amenity, or project.

#### **6. Capital Priorities and Allocation of Resources**

The Endowment shall serve the capital needs of WPRD as a whole.

No permanent percentage, allocation, or entitlement shall be assigned to a particular facility, amenity, department, or project unless separately approved by the Foundation Board for a specific purpose.

This approach is intended to allow Endowment resources to respond to changing community needs, facility conditions, long-range capital plans, emergencies, opportunities, and strategic priorities.

In considering potential Endowment expenditures, the Foundation Board should give substantial consideration to:

- WPRD's adopted capital maintenance and improvement plans;
- asset condition and remaining useful life;
- public safety and operational continuity;

- opportunities to extend the useful life of existing assets;
- availability of grants, bond proceeds, reserves, insurance proceeds, or other funding;
- scale and community impact of the proposed project;
- long-term operating implications of the proposed investment; and
- District's overall financial sustainability strategy.

The Foundation is not required to distribute Endowment resources proportionately among WPRD facilities or amenities.

## **7. Approval of Expenditures from Accumulated Earnings**

Requests for distributions from accumulated Endowment earnings should ordinarily originate from, or be developed in consultation with, WPRD.

Before approving a material Endowment-funded capital project, the Foundation Board should receive sufficient information to understand:

1. nature and purpose of the project;
2. estimated project cost;
3. amount requested from the Endowment;
4. other available or anticipated funding sources;
1. anticipated benefit to WPRD and the community; and
6. effect of the proposed expenditure on the Endowment.

Expenditures of accumulated earnings may be approved by the Foundation Board in accordance with its ordinary voting requirements unless the Board establishes a higher approval threshold for a particular project or category of expenditure.

The Foundation Board retains fiduciary authority over Foundation assets and shall make the final determination regarding any distribution.

## **8. Extraordinary Access to Endowment Corpus**

Endowment corpus may be accessed only under extraordinary circumstances where the Foundation Board determines that the proposed use:

- is consistent with the overall charitable mission of the Foundation;
- directly benefits WPRD or the recreational facilities and amenities serving the community;
- addresses a significant capital, financial, emergency, or community need;
- cannot reasonably be addressed through accumulated Endowment earnings or other available resources; and
- justifies the long-term financial impact of reducing the Endowment corpus.

Before any expenditure of corpus may occur:

1. WPRD must formally consider the proposed use and provide the Foundation with a written recommendation regarding the expenditure;
2. the Foundation Board must receive an analysis describing the need for the expenditure, alternatives considered, amount of corpus proposed to be used, and anticipated effect on the Endowment;
3. the Foundation Board must specifically identify the action as an invasion of Endowment corpus rather than an ordinary distribution of investment earnings; and
4. the expenditure must be approved by at least three-fourths (75%) of the voting members of the Foundation Board then serving, unless a greater vote is required by the Foundation's Articles of Incorporation, Bylaws, applicable law, or a donor restriction.

When practical, any approval to use corpus should also include a plan or strategy for rebuilding the Endowment over time.

The extraordinary-access provision is intended to provide flexibility for circumstances that cannot reasonably be anticipated today while ensuring that Endowment corpus cannot be redirected casually or for routine purposes.

## **9. Investment and Management**

Endowment assets shall be invested for long-term growth, preservation of purchasing power, and prudent management of risk consistent with the purpose and anticipated liquidity needs of the Endowment.

The Foundation Board may retain qualified professional investment managers, advisors, custodians, or other service providers to assist with the management of Endowment assets.

Investment management shall be conducted in accordance with:

- applicable law;
- the Foundation's governing documents;
- any separately adopted investment policy;
- applicable donor restrictions;
- prudent investment practices; and
- the long-term objectives of the Endowment.

The Foundation may pool Endowment assets for investment purposes where appropriate, provided that the Endowment's ownership, corpus, earnings, distributions, and other activity remain separately identifiable through the Foundation's accounting and investment records.

## **10. Reporting and Accountability**

The Foundation shall maintain records sufficient to identify:

- original Endowment corpus;
- subsequent additions to corpus;
- investment earnings and appreciation;
- distributions from accumulated earnings;
- any authorized expenditure of corpus;
- investment management fees and other direct Endowment expenses; and
- current market value of the Endowment.

The Foundation Board shall receive Endowment reporting on a regular basis.

WPRD shall also be provided information regarding the Endowment's financial position, investment performance, available accumulated earnings, and approved distributions as appropriate to support collaborative long-term capital planning.

## **11. Relationship Between the Foundation and WPRD**

The Foundation owns and controls the assets of the Endowment and retains fiduciary responsibility for their administration.

The Endowment is nevertheless established specifically for the long-term benefit of WPRD facilities and amenities. Accordingly, the Foundation intends for Endowment planning to occur collaboratively with WPRD.

WPRD may identify capital priorities and recommend projects for Endowment support. The Foundation Board shall consider such recommendations in exercising its independent fiduciary judgment regarding Foundation assets.

Nothing in this Policy transfers ownership or control of Endowment assets to WPRD or creates an entitlement to an annual or recurring distribution.

## **12. Amendments to this Policy**

The Foundation recognizes that investment practices, WPRD capital needs, community conditions, laws, and circumstances may change over the life of the Endowment.

Accordingly, this Policy may be amended when necessary to better accomplish the long-term purposes for which the Endowment was established.

However, amendments that would materially:

- change the fundamental purpose of the Endowment;
- remove or substantially weaken the protection of Endowment corpus;
- authorize use of Endowment resources for purposes unrelated to WPRD capital needs; or
- eliminate the procedural protections applicable to extraordinary access to corpus,

shall require:

1. formal consultation with WPRD and consideration of a written recommendation from the WPRD Board; and
2. approval by at least three-fourths (75%) of the voting members of the Foundation Board then serving.

Routine administrative amendments that do not materially alter the purpose or protections of the Endowment may be approved in accordance with the Foundation's ordinary voting procedures.

No amendment may override an applicable donor restriction or requirement of law.

## **13. Dissolution or Fundamental Change in Circumstances**

If WPRD ceases to exist, substantially changes its organizational form, or circumstances arise that make the original purpose of the Endowment impracticable or impossible to fulfill, the Foundation Board shall determine an appropriate use of the Endowment that most closely preserves its original intent.

To the greatest extent reasonably possible, remaining resources shall continue to support public parks, recreation facilities, community amenities, or substantially similar charitable purposes benefiting the Williston community.

Any such action shall comply with applicable law, the Foundation's governing documents, and any applicable donor restrictions.

## **14. Interpretation**

This Policy is intended to establish a durable framework for the long-term stewardship of the Endowment while preserving sufficient flexibility for future Foundation and WPRD leaders to respond responsibly to changing circumstances.

Where interpretation is necessary, this Policy should be construed in favor of:

1. preservation of the Endowment's long-term financial strength;
2. support of WPRD capital maintenance, improvements, and additions;
3. intergenerational stewardship of Foundation assets; and
4. prudent flexibility rather than unnecessary restriction.



## Adoption

This WPRD Foundation Capital Endowment Establishment and Governance Policy was adopted by the Board of Directors of the Williston Parks & Recreation Foundation on \_\_\_\_\_, 20\_\_\_\_.

### WILLISTON PARKS & RECREATION FOUNDATION

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Secretary

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



**WILLISTON PARKS & RECREATION DISTRICT  
FOUNDATION**

**ICE RESURFACER  
NAMING RIGHTS AND RECOGNITION AGREEMENT**

("Agreement")

Between

**THE WILLISTON PARKS & RECREATION DISTRICT FOUNDATION**  
(the "Foundation")

and

**FIRST STATE BANK & TRUST**  
(the "Donor")

Regarding one ice resurfacer serving the Evolution Sports Complex

Date: September 7, 2026

## ICE RESURFACER NAMING RIGHTS AND RECOGNITION AGREEMENT

This Ice Resurfacer Naming Rights and Recognition Agreement (this "Agreement") is made and entered into as of the Effective Date stated on the signature page by and between The Williston Parks & Recreation District Foundation, a North Dakota nonprofit corporation (the "Foundation"), and First State Bank & Trust, with an address of 22 4th Street East, PO Box 1827, Williston, ND 58802 ("Donor"). The Park District of the City of Williston, North Dakota, also known as the Williston Parks and Recreation District ("WPRD" or the "District"), joins this Agreement solely for the limited acknowledgements and consents stated in Section 23.

### RECITALS

WHEREAS, the Foundation supports public recreation, parks, facilities, programs, capital improvements, donor-directed giving, naming rights, sponsorships, and related community projects that benefit Williston, North Dakota and the surrounding region;

WHEREAS, WPRD is developing the Evolution Sports Complex (the "Facility"), and the Facility is expected to include three sheets of ice supported by ice resurfacing equipment used during games, tournaments, public skating, practices, figure skating events, and other community programming;

WHEREAS, Donor has expressed its charitable intent to support the Facility and the Foundation through a total pledge commitment of Two Hundred Fifty Thousand Dollars (\$250,000.00), payable in full no later than December 31, 2027, and has requested public recognition connected to one ice resurfacer serving the Facility (the "Sponsored Unit");

WHEREAS, the parties intend for this Agreement to memorialize the Foundation-level naming rights, recognition rights, donor acknowledgement, pledge payment terms, branding standards, and related conditions for the Sponsored Unit;

WHEREAS, the parties recognize that the useful life of a heavily used ice resurfacer may be shorter than the maximum recognition period offered under this Agreement, and intend that recognition remain tied only to the original Sponsored Unit; and

WHEREAS, this Agreement is subject to Foundation Board approval, confirmation of signing authority, any required WPRD approval or delegated authorization, and legal review before final execution.

NOW, THEREFORE, in consideration of the mutual promises, public recognition, charitable pledge, and other good and valuable consideration described in this Agreement, the parties agree as follows:

### 1. Definitions

- 1.1. "Agreement" means this Ice Resurfacer Naming Rights and Recognition Agreement, including all exhibits approved by the parties.
- 1.2. "Commencement Date" means the date on which recognition rights begin under Section 6.
- 1.3. "Donor" means First State Bank & Trust, and not any parent, affiliate, successor, assignee, or related entity unless expressly approved in writing by the Foundation and WPRD.
- 1.4. "Facility" means the Evolution Sports Complex located in Williston, North Dakota, including any renamed successor facility that substantially replaces it during the Term.
- 1.5. "Recognition Name" means the public-facing recognition name approved under Section 5.
- 1.6. "Sponsored Unit" means one ice resurfacer acquired for and placed into service at the Facility, as identified by WPRD and documented in Exhibit A.
- 1.7. "Term" means the recognition term described in Section 6.

### 2. Conditions Precedent; Required Approvals

- 2.1. This Agreement is not effective unless and until it has been approved by the Foundation Board, signed by authorized representatives of the Foundation and Donor, and acknowledged by WPRD as provided in Section 23.
- 2.2. Before public announcement, wrap fabrication, installation, or public use of the Recognition Name, the Foundation shall confirm that all required Foundation approvals, WPRD approvals or delegated authorizations, and Donor trademark/brand approvals have been obtained.

2.3. The Foundation and WPRD may condition final implementation on legal counsel review, insurance confirmation for any site work, and receipt of usable logo and brand materials.

### **3. Pledge Commitment**

3.1. Donor pledges a total charitable commitment of Two Hundred Fifty Thousand Dollars (\$250,000.00) to the Foundation for the Facility and related public recreation purposes, subject to the terms of this Agreement.

3.2. Donor may determine the timing and number of payments, provided that the total pledge is paid in full no later than December 31, 2027. No periodic installment schedule applies unless the Foundation and Donor approve a different schedule in writing.

3.3. Payments shall be made by check or other Foundation-approved method payable to the Foundation and delivered to the address stated in the Notices section, or to another address provided by the Foundation in writing.

### **4. Use of Funds; Restricted Gift Administration**

4.1. The Foundation shall designate the pledge for the Facility and related public recreation purposes approved by the Foundation Board, including acquisition of the Sponsored Unit, facility construction, improvements, equipment, donor recognition, facility-specific capital support, facility-specific stewardship, or other Foundation-approved purposes connected to the Facility.

4.2. The Foundation shall administer funds received under this Agreement in accordance with applicable law, Foundation policies, board-approved charitable purposes, and any written donor restrictions accepted by the Foundation Board.

4.3. The Foundation may provide Donor with customary written acknowledgements of payments received. The Foundation does not provide tax, accounting, or legal advice, and Donor is responsible for determining the tax treatment of any payment or recognition benefit.

4.4. No portion of the pledge may be treated as a personal gift, gratuity, compensation, or benefit to any WPRD official, Foundation director, employee, volunteer, family member, or individual representative.

### **5. Naming and Recognition Rights**

5.1. Subject to the conditions in this Agreement, the Foundation grants Donor non-transferable recognition rights associated with the Sponsored Unit during the Term.

5.2. The Recognition Name shall be "First State Bank & Trust Ice Resurfacer" or another written name approved by the Foundation, Donor, and WPRD before the wrap or other recognition materials are ordered, installed, announced, or used.

5.3. Recognition may include Donor branding and logo placement on the Sponsored Unit through a professional wrap or similar branding package, donor recognition on Foundation donor lists, recognition in Foundation publications, donor wall recognition, and digital or print references reasonably approved by the Foundation and WPRD.

5.4. This Agreement applies only to the Sponsored Unit. It does not grant Donor naming rights to the entire Facility, any rink, turf area, arena, field, complex, public park, event, tournament, program, locker room, donor wall, or other facility element unless separately approved in a written agreement signed by the necessary parties.

5.5. WPRD retains final authority over Facility design, construction, operations, public safety, wayfinding, branding placement, public communications, equipment specifications, acquisition, maintenance, replacement, and facility standards. The Foundation shall coordinate recognition with WPRD before installation or public use of any Recognition Name.

### **6. Term of Recognition**

6.1. The recognition rights granted in this Agreement shall begin on the later of (a) the Effective Date, (b) Foundation Board approval, (c) WPRD written approval of the wrap design and placement, and (d) the date the Sponsored Unit is first placed into substantial public use at the Facility (the "Commencement Date").

6.2. Unless earlier terminated under this Agreement, the recognition rights shall continue for up to twenty (20) years from the Commencement Date, but only while the original Sponsored Unit remains in service at the Facility (the "Term").

6.3. If WPRD removes or replaces the original Sponsored Unit before the end of the twenty-year period due to age, condition, useful life, operational needs, casualty, or other equipment-management considerations, recognition under this Agreement will conclude when the original Sponsored Unit is permanently removed from service. The replacement unit will constitute a separate naming-rights opportunity, and this Agreement does not transfer recognition to that replacement unit.

6.4. If the original Sponsored Unit remains in service for the full twenty-year period, recognition will remain in place through the end of that period. Continued recognition beyond twenty years requires a separate written agreement approved by the Foundation, Donor, and WPRD.

6.5. If the Facility is not substantially open for public use by December 31, 2031, the parties shall meet in good faith to determine whether to extend the anticipated opening period, redirect any unpaid pledge balance, modify the Recognition Name, provide substitute recognition, or terminate this Agreement as to future obligations. Payments already received shall remain designated to the Facility or another Foundation-approved public recreation purpose unless the Foundation Board approves a different treatment consistent with law, Foundation policy, and written donor restrictions accepted by the Foundation.

6.6. Any revisions to the recognition rights must be approved in writing by the Foundation, Donor, and WPRD, and are subject to applicable law, Foundation policy, WPRD policy, and any required board action.

## **7. Branding and Recognition Standards**

7.1. All recognition must be professional, durable, consistent with public facility standards, and appropriate for a publicly owned or publicly operated recreation facility.

7.2. Donor may submit proposed logo files, color standards, and brand standards for use in the Recognition Name. All final design, location, size, materials, installation method, messaging, and public display must be approved by the Foundation and WPRD before fabrication or installation.

7.3. WPRD will facilitate the initial professional wrap or similar branding package for the Sponsored Unit. Unless otherwise approved in writing, reasonable initial recognition costs may be paid from the pledge or another Foundation-approved project budget. Any extraordinary brand-specific changes requested by Donor after approval may be charged to Donor if approved in advance in writing.

7.4. WPRD and the Foundation shall use reasonable efforts to maintain the recognition wrap in good condition, subject to ordinary wear, equipment operations, budget availability, safety, vandalism, maintenance needs, damage, and other circumstances outside the parties' reasonable control.

7.5. WPRD may temporarily remove, cover, repair, replace, or modify the wrap or recognition materials for maintenance, safety, code compliance, event operations, equipment repair, public communications, or public purposes. Any replacement wrap during the Term is subject to WPRD approval and budget availability.

7.6. Donor grants the Foundation and WPRD a limited, nonexclusive, royalty-free license during the Term to use Donor's approved name and logo solely for the recognition purposes described in this Agreement. Donor retains ownership of its trademarks and goodwill.

## **8. Foundation and WPRD Operational Authority**

8.1. Nothing in this Agreement restricts WPRD's or the Foundation's authority to design, construct, open, close, operate, manage, program, lease, license, alter, renovate, expand, repair, replace, transfer, sell, discontinue, or repurpose the Facility, the Sponsored Unit, or any portion of the Facility, subject only to rights expressly stated in this Agreement.

8.2. Donor has no right to control facility operations, equipment selection, staffing, hours, events, programs, marketing, public communications, service providers, procurement decisions, or day-to-day management.

8.3. The parties intend this Agreement to support public recreation and community benefit. The Foundation and WPRD may administer the Agreement consistent with their public, charitable, and operational responsibilities.

## **9. No Property Interest**

This Agreement does not grant Donor any ownership, leasehold, easement, license of real property, possessory right, lien, security interest, right of entry, or other property interest in the Facility, the Sponsored Unit, WPRD property, Foundation property, or any equipment.

## **10. Public Records, Meetings, and Confidentiality**

**10.1.** Donor acknowledges that WPRD is a public entity and that records, notices, contracts, board materials, procurement documents, meeting materials, and communications related to this Agreement that are held by WPRD may be subject to North Dakota open records and open meetings requirements.

**10.2.** The Foundation shall handle donor records in accordance with applicable law and Foundation policies. Donor acknowledges that Foundation records may be subject to disclosure to the extent required by applicable law, by a court or administrative order, by Foundation policy, or because the record is held by or shared with WPRD.

**10.3.** Neither the Foundation nor WPRD promises confidentiality except as permitted by applicable law.

**10.4.** If Donor submits brand standards, proprietary commercial information, or other materials it believes are exempt or confidential, Donor shall clearly mark the specific information and provide a written explanation of the basis for confidentiality. Final disclosure decisions remain subject to applicable law.

## **11. Compliance with Law and Policies**

**11.1.** Each party shall perform its obligations under this Agreement in compliance with applicable federal, state, and local law, board policies, Foundation policies, WPRD policies, facility rules, safety requirements, and insurance requirements applicable to that party's activities.

**11.2.** This Agreement shall be interpreted as a donor recognition agreement only and not as a public purchasing specification, vendor award, product-selection requirement, or procurement preference.

**11.3.** If wrap fabrication, installation, maintenance, or replacement requires procurement, construction, or contractor engagement by WPRD or the Foundation, the responsible party shall follow applicable procurement, insurance, safety, and public-improvement requirements.

## **12. Representations**

**12.1.** Each party represents that it has authority to enter into this Agreement, subject to any board approval or conditions stated in this Agreement, and that the person signing for that party is authorized to bind the party after all required approvals are obtained.

**12.2.** Donor represents that the pledge is made voluntarily and has not been offered or accepted as a personal gift, gratuity, or improper inducement to any public official, board member, employee, volunteer, or individual representative.

**12.3.** Donor represents that it has, or before public use will obtain, all rights and approvals necessary for the Foundation and WPRD to use the approved Recognition Name, logos, trademarks, and brand materials for the limited recognition purposes described in this Agreement.

**12.4.** The Foundation represents that it will administer funds received under this Agreement in accordance with applicable law, Foundation policies, written donor restrictions accepted by the Foundation, and board-approved charitable purposes.

**12.5.** WPRD represents only that its limited acknowledgement is given by an authorized representative after any required WPRD approval or delegated authority has been obtained.

## **13. Default and Cure**

**13.1.** A party is in default if it materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice from the non-breaching party. If the breach cannot reasonably be cured within thirty (30) days, the cure period will be extended for a reasonable time if the breaching party begins cure within the original thirty (30) days and diligently pursues cure.

**13.2.** If the pledge has not been paid in full by December 31, 2027, the Foundation or WPRD, acting on behalf of the Foundation, may issue an invoice or written demand for the unpaid balance. Donor shall have thirty (30) days after receipt of that notice to cure the nonpayment. If Donor does not cure within that period, the Foundation and WPRD may suspend or terminate recognition and may re-solicit, offer, or award the naming rights associated with the Sponsored Unit to another donor, in addition to any other remedies available under this Agreement or law.

**13.3.** The Foundation's and WPRD's removal, suspension, or modification of recognition after an uncured payment default will not require refund of payments already received, unless required by law or approved by the Foundation Board in writing.

#### **14. Termination**

**14.1.** The parties may terminate or amend this Agreement by mutual written agreement signed by the Foundation, Donor, and WPRD if WPRD's consent is necessary due to branding, facility operations, property matters, or public records.

**14.2.** The Foundation may terminate this Agreement after Donor's uncured material breach, including uncured nonpayment. Donor may terminate this Agreement after the Foundation's uncured material breach.

**14.3.** The Foundation and WPRD may terminate or modify recognition if continued recognition becomes unlawful, materially inconsistent with public facility operation, prohibited by board policy, impossible due to facility nonconstruction or permanent closure, or reasonably likely to impair public safety or public purpose. The parties shall first attempt in good faith to agree on substitute recognition if practical.

**14.4.** The Foundation and WPRD may suspend or terminate recognition if Donor's conduct, public actions, criminal misconduct, regulatory findings, or brand use would reasonably cause substantial public disrepute to the Foundation, WPRD, or the Facility. This remedy should be used only after consultation with legal counsel and Foundation Board consideration, unless immediate action is necessary to protect the Foundation, WPRD, or public safety.

**14.5.** Upon termination, any unpaid future pledge obligations will be cancelled unless otherwise stated in a written settlement. The Foundation and WPRD may remove or modify Recognition Name materials. Sections intended to survive, including no property interest, public records, tax responsibility, indemnification, limitation of liability, governing law, venue, and prior payment treatment, will survive termination.

#### **15. Assignment and Change in Donor Identity**

Donor may not assign this Agreement, transfer the Recognition Name, substitute another entity, or allow another entity to claim the recognition rights without prior written consent of the Foundation and WPRD. A corporate name change, merger, acquisition, restructuring, brand change, or sale of substantially all local assets must be disclosed to the Foundation. The Foundation and WPRD may approve, condition, or reject continued recognition under a changed name or successor identity.

#### **16. Indemnification**

**16.1.** To the extent permitted by law, each party is responsible for its own acts and omissions and those of its officers, directors, employees, agents, volunteers, contractors, and representatives.

**16.2.** Donor shall indemnify and hold harmless the Foundation and WPRD from third-party claims arising from Donor's trademark materials, brand materials, intentional misconduct, site-access activities, contractor activities, or breach of this Agreement.

**16.3.** The Foundation's and WPRD's obligations are subject to applicable law, governmental immunities, public entity limitations, budget authority, and available appropriations. Nothing in this Agreement creates a waiver of any immunity, defense, debt limitation, or statutory protection available to WPRD or the Foundation.

#### **17. Insurance; Site Access for Branding Work**

**17.1.** Donor has no right of entry onto WPRD property except as expressly approved by WPRD in writing.

**17.2.** If Donor or any Donor contractor enters WPRD property for branding, inspection, installation, repair, photography, or related work, Donor shall comply with WPRD site rules and shall provide insurance, indemnity, contractor qualifications, and safety documentation reasonably required by WPRD before entry.

17.3. WPRD may require branding work to be performed only by WPRD, the Foundation, the Facility contractor, or vendors approved by WPRD.

### 18. Limitation of Liability

No party is liable to another party for consequential, incidental, punitive, special, or lost-profit damages arising from this Agreement. The Foundation and WPRD are not responsible for business expectations, marketing value, sales volume, or economic benefits Donor hoped to receive from recognition.

### 19. Force Majeure

A party will not be in breach for delay or failure caused by events beyond its reasonable control, including acts of God, weather, fire, flood, epidemic, governmental action, supply shortages, construction delays, labor disruptions, war, terrorism, civil unrest, utility interruption, or other events beyond reasonable control. Payment obligations already due are not excused unless the parties agree in writing.

### 20. Notices

All notices under this Agreement must be in writing and delivered by personal delivery, recognized overnight courier, certified mail, or email with confirmation of receipt to the contacts below, or to later contacts provided in writing.

| Foundation                                                                                                                                                            | Donor                                                                                                                                         | WPRD Limited Acknowledgement Contact                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Williston Parks & Recreation District Foundation<br>Attn: Rhonda Ludlum<br>WPRD Foundation Liaison<br>PO Box 1153<br>Williston, ND 58802<br>Email: Rhonda@wprd.us | First State Bank & Trust<br>Attn: Dennis Pederson<br>22 4th Street East<br>PO Box 1827<br>Williston, ND 58802<br>Email: Dpederson@fsbtnd.bank | Park District of the City of Williston, North Dakota<br>Attn: Joe Barsh<br>Executive Director<br>PO Box 1153<br>Williston, ND 58802<br>Email: JoeB@wprd.us |

### 21. Governing Law and Venue

This Agreement is governed by the laws of the State of North Dakota, without regard to conflict-of-law rules. Venue for any action arising from this Agreement shall be in a state court of competent jurisdiction in Williams County, North Dakota, unless another venue is required by law.

### 22. Entire Agreement; Amendment

This Agreement, including its exhibits and final approved signature pages, is the entire agreement between the parties regarding the Sponsored Unit naming recognition described in this Agreement. It supersedes prior oral or written discussions on the same subject, except that pledge materials and board approvals may be used to interpret the parties' intent if attached as exhibits. This Agreement may be amended only by a written instrument signed by the parties whose rights or obligations are affected.

### 23. WPRD Limited Acknowledgement and Consent

WPRD signs this Agreement only to acknowledge and consent to recognition on equipment serving a WPRD facility, final wrap approval, facility and equipment operational authority, no property interest, and public records/meetings matters. WPRD is not otherwise responsible for collecting Donor pledge payments for the Foundation, but may issue an invoice or written demand on the Foundation's behalf as provided in Section 13.2.

The WPRD signer represents only that the signer has authority to provide this limited acknowledgement after any necessary WPRD Board approval or delegated authorization has been obtained.

### 24. Foundation Board Approval Condition

This Agreement is not effective unless and until it is approved by the Foundation Board and signed by authorized representatives of the Foundation and Donor. WPRD's acknowledgement must also be signed before the wrap is installed or public recognition is implemented.

**25. Counterparts and Electronic Signatures**

This Agreement may be signed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic, scanned, or digital signatures may be treated as originals to the fullest extent permitted by law.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives as of the Effective Date stated below.

### FOUNDATION:

The Williston Parks & Recreation District Foundation

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

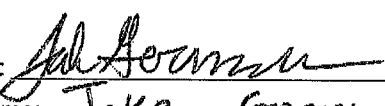
Name: \_\_\_\_\_

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

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

### DONOR:

First State Bank & Trust

By: 

Name: Jake Germundson

Title: Controller, VP

Date: 9-9-2026

### LIMITED WPRD ACKNOWLEDGEMENT AND CONSENT:

The undersigned, on behalf of WPRD, acknowledges Section 23 and consents to placement of the approved wrap and use of the Recognition Name on the Sponsored Unit, subject to WPRD final review and approval, equipment and facility operations, and applicable law.

PARK DISTRICT OF THE CITY OF WILLISTON, NORTH DAKOTA / WILLISTON PARKS AND RECREATION DISTRICT

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

Joseph Barsh

Title: Executive Director

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

## EXHIBIT A – SPONSORED UNIT

The Sponsored Unit is one ice resurfacer acquired for and placed into service at the Evolution Sports Complex in Williston, North Dakota. The final make, model, serial number, specifications, branding layout, and date placed into service will be documented below or in a written administrative acknowledgement approved by WPRD, the Foundation, and Donor.

Make/Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Date Placed into Service: \_\_\_\_\_

Approved Recognition Name: \_\_\_\_\_

Recommended final attachment: include the approved wrap rendering or other branding depiction once the Sponsored Unit and wrap design are final.

## **EXHIBIT B – RECOGNITION AND BRANDING STANDARDS**

- Recognition Name: "First State Bank & Trust Ice Resurfacer" or other written name approved by the Foundation, Donor, and WPRD.
- Wrap design, size, placement, materials, fabrication, installation, maintenance, repair, replacement, and removal are subject to WPRD final approval.
- Recognition must be consistent with public recreation facility standards, code requirements, accessibility, safety, equipment operation, and WPRD operational needs.
- Donor logo files must be provided in a usable digital format, and Donor is responsible for confirming that any submitted brand materials may be used for the purposes stated in the Agreement.
- WPRD will facilitate the initial professional wrap or similar branding package for the Sponsored Unit.
- Recognition may be listed in Foundation donor recognition materials, donor walls, publications, digital materials, and project updates, subject to Foundation policy and reasonable editorial control.
- Recognition is tied solely to the original Sponsored Unit and concludes when that unit is permanently removed from service or at the end of twenty years, whichever occurs first.

## EXHIBIT C – FOUNDATION BOARD APPROVAL CERTIFICATE

The undersigned officer or authorized representative of the Foundation certifies that the Foundation Board approved this Agreement and authorized the Foundation representative named below to execute the Agreement on behalf of the Foundation.

Date of Board Approval: \_\_\_\_\_

Board Motion/Resolution No. or Minutes Attached (if any): \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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



# WPRD Aquatics Reach & Rescue Program

## WPRD Foundation Program Guidelines

### Purpose

The WPRD Foundation Reach & Rescue Program supports the recruitment and retention of students who commit to working as lifeguards for WPRD while pursuing post-secondary education. Eligible participants may include Williston High School dual-credit students who are also enrolled through Williston State College (WSC), WSC students, and students enrolled within the North Dakota University System (NDUS). The program provides reimbursement of eligible academic expenses while helping WPRD maintain a skilled, reliable, and professional Aquatics team.

### Program Criteria

- Applicants must provide proof of enrollment for the applicable semester and must not be in their graduating semester.
- Participants must work a minimum of 300 hours per semester as a lifeguard with WPRD.
- Participants must complete at least two hours of training per month as provided by WPRD Aquatic Management.
- Participants must maintain all certifications required for their lifeguard position throughout the semester.
- Participants must remain active employees in good standing with WPRD. Employees who are terminated or do not remain compliant with program or employment requirements are not eligible for an award.
- Eligible participants may receive reimbursement of up to \$500 per student, per semester, for eligible academic expenses through the WPRD Foundation. Reimbursement will be issued after verification of required work hours, training, enrollment, certifications, employment standing, and eligible expenses.
- Program participation is subject to available funding and program capacity. Students who successfully complete the program for one semester will receive priority consideration for subsequent eligible semesters.
- Participants may continue working for WPRD during and after their graduating semester; however, they are no longer eligible for the Reach & Rescue Program incentive once they enter their graduating semester.

### Program Funding & Administration

All Reach & Rescue Program requests and reimbursements are subject to WPRD Foundation review, procedures, available funding, and verification of program requirements. WPRD Aquatic Management will verify participant eligibility and completion of program requirements before reimbursement is processed by the WPRD Foundation. The WPRD Foundation reserves the right to modify, suspend, or discontinue the Reach & Rescue Program, including its guidelines, eligibility requirements, reimbursement amounts, and funding availability, at any time.



## Memorandum of Understanding

This Memorandum of Understanding documents the expectations between the Williston Parks and Recreation District (WPRD), the WPRD Foundation, and the participating student for the WPRD Reach & Rescue Program.

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

Semester/Year: \_\_\_\_\_

### **The participant agrees to meet the following program requirements:**

- Provide proof of enrollment at WSC/WHHS Dual Credit attending WSC/ND University System (NDUS) for the applicable semester and not be in their graduating semester.
- Work a minimum of 300 hours during the semester as a lifeguard with WPRD.
- Complete at least two hours of training per month as provided by WPRD Aquatic Management.
- Maintain all certifications required for the lifeguard position throughout the semester.
- Remain an active employee in good standing with WPRD and remain compliant with all program and employment requirements.

**Program Award:** Upon successful completion and verification of all program requirements, the participant may receive up to \$500 in reimbursement from WPRD Foundation. The award will be distributed at the end of the semester after verification of required work hours, training, enrollment, certifications, and employment standing.

**Repayment Agreement:** If the participant voluntarily leaves WPRD employment or the Reach & Rescue Program before completing the required semester commitment, the participant may be required to repay the \$500 award to WPRD/WPRD Foundation.

### **Program Funding & Administration**

All Reach & Rescue Program requests and reimbursements are subject to WPRD Foundation review, procedures, available funding, and verification of program requirements. WPRD Aquatic Management will verify participant eligibility and completion of program requirements before reimbursement is processed by the WPRD Foundation. The WPRD Foundation reserves the right to modify, suspend, or discontinue the Reach & Rescue Program, including its guidelines, eligibility requirements, reimbursement amounts, and funding availability, at any time.

By signing below, the participant acknowledges that they have read, understand, and agree to the requirements and expectations of the WPRD Reach & Rescue Program outlined in this Memorandum of Understanding.

\_\_\_\_\_  
Participant Signature

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

\_\_\_\_\_  
WPRD Aquatics Representative

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