



City of Tukwila
**Community Services
 and Safety Committee**

- ◆ **Mohamed Abdi, Chair**
- ◆ **Thomas McLeod**
- ◆ **Tosh Sharp**

<u>Distribution:</u>	
M. Abdi	Mayor Ekberg
T. McLeod	D. Cline
T. Sharp	R. Bianchi
C. Delostrinos Johnson	C. O'Flaherty
	A. Youn
	L. Humphrey

AGENDA

MONDAY, APRIL 24, 2023 – 5:30 PM

THIS MEETING WILL BE CONDUCTED BOTH ON-SITE AT TUKWILA CITY HALL AND ALSO VIRTUALLY.

**ON-SITE PRESENCE WILL BE IN THE HAZELNUT CONFERENCE ROOM
 (6200 SOUTHCENTER BOULEVARD)**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS
 MEETING IS: 1-253-292-9750, Access Code 944274640#**

**Click here to: [Join Microsoft Teams Meeting](#)
 For Technical Support during the meeting call: 1-206-433-7155.**

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. An update on the South King County Community Impact Fund. <i>Ilays Aden, Interim Senior Program Manager, Port of Seattle</i>	a. Discussion only.	
b. An Interlocal Agreement with Washington State Department of Ecology for Duwamish River Monitoring Access. <i>David Rosen, Fiscal Analyst</i>	b. Forward to 5/1 Regular Meeting Consent Agenda.	Pg.1
c. 2023-2024 Foster Golf Links Capital Purchases. <i>David Rosen, Fiscal Analyst</i>	c. Forward to 5/1 Regular Meeting Consent Agenda.	Pg.5
d. An ordinance amending parking penalties. <i>Eric Hines, Traffic Officer</i>	d. Forward to 5/8 C.O.W. and 5/15 Regular Meeting.	Pg.41
e. Contracts (2) for Sound Health Co-Responders <i>Eric Drever, Police Chief</i>	e. Forward to 5/8 C.O.W. and 5/15 Regular Meeting.	Pg.51
2. MISCELLANEOUS		

Next Scheduled Meeting: May 8, 2023



The City of Tukwila strives to accommodate individuals with disabilities.
 Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee
FROM: David Rosen, Parks & Recreation Fiscal Analyst
DATE: April 12, 2023
SUBJECT: Interlocal Agreement with Washington State Dept. of Ecology at Foster Golf Links

ISSUE

An interlocal agreement has been proposed by the Washington State Department of Ecology (DOE) to install and maintain a stream gauge structure for Ecology on city property located at 13500 Interurban Ave S, otherwise known as Foster Golf Links.

Per council policy, interlocal agreements, regardless of monetary amounts concerned, must be approved by the full City Council before the Mayor may sign and execute them.

BACKGROUND

In late March of this year Tukwila Parks and Recreation was approached by Mr. Sean Struder, Hydrogeologist 2 for the Freshwater Monitoring Unit within the Washington State Department of Ecology. Mr. Welles indicated he was taking over the efforts to get a proposed monitoring station setup at Foster Golf Links from a colleague of his who was moving to a different project within his department.

We received the standard agreement from DOE, had it reviewed and revised by our City Attorney Office, returned said revised copy to DOE and had it signed by Mr. Struder’s supervisor, Stacy Polkowske, Western Operations Section Manager for DOE’s Environmental Assessment Program. At this time we are ready to fully execute the contract and allow DOE access to the premises for installation of their equipment.

FINANCIAL IMPACT

This interlocal agreement is for cooperation only and does not create and inflows or outflows of any city funds. Financial impact is therefore zero.

RECOMMENDATION

Staff recommends the committee forward the attached contract for approval on the Regular Meeting Consent Agenda on May 1, 2023.

ATTACHMENTS

A --- Proposed Agreement - Tukwila Parks & Recreation and Washington State Dept. of Ecology

**Agreement Between
Tukwila Parks and Recreation Department
And the
Washington State Department of Ecology**

This Agreement (“Agreement”) is by and between the City of Tukwila (“Landlord”) and the Washington State Department of Ecology (“Ecology”) to allow Ecology to install and maintain a stream gage structure for Ecology on Landlord’s property.

Location: The location of Ecology’s gaging structure is as follows: Latitude - 47.4789861, Longitude - -122.2587333 ("Premises"). Address: 13500 Interurban Ave S, Tukwila, WA 98168.

Scope: The Landowner agrees to allow Ecology and their agents to install, access, and maintain the gaging station described in the above paragraph.

Term and Termination: This Agreement shall begin on the latest date it is fully executed by the parties.

Ecology agrees to remove the stream gage structure within 30 days of the Landlord’s written notification.

Amendment: This Agreement shall not be changed, modified or amended except in writing signed both the Landlord and Ecology. If property is sold or otherwise changes hands, the aforementioned landowner shall notify Ecology.

Indemnification: Except to the extent caused by the sole negligence or willful misconduct of the Landlord, Ecology shall indemnify, defend (with counsel reasonably acceptable to Licensor), and hold harmless the Landlord and its officials (elected and appointed), officers, employees, agents, representatives, and invitees from and against any and all liabilities, claims, suits, actions, judgments, demands, costs, damages, fines, penalties, losses and expenses (including but not limited to reasonable attorneys’ fees) which arise out of the or result from Ecology’s occupancy and or use of the Premises.

Date



4/10/2023

Stacy Polkowske, Western Operations Section Manager Date
Environmental Assessment Program
PO Box 47710

Olympia, WA 98594



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee
FROM: David Rosen, Parks & Recreation Fiscal Analyst
DATE: April 13, 2023
SUBJECT: FY23/FY24 Foster Golf Links Operations Fleet Capital Purchases

ISSUE

Parks and Recreation staff are currently working with vendors and manufacturers to complete purchase of new equipment for the Foster Golf Links Operations division as budgeted for Fiscal Years 2023 and 2024. These fleet purchases include equipment that amounts to or are above \$40,000 in total price, which per City Purchasing Policy (Resolution 2015) requires full city council approval before the purchasing agreement may be signed by the mayor.

DISCUSSION

Items proposed for purchase, which were included in the 411 Fund FY23/24 Budget include:

Table with 2 columns: Equipment, Current Est. Cost (\$). Rows include Dakota 440 Turf Tender (75,000), Toro 3555-D Fairway Mower (66,400), Toro 3150-Q Triplex Mower (49,400), John Deere HD200 Sprayer (63,875), and Total (254,675).

Note: The attached HD200 Sprayer quote does NOT include sales tax (10.1%), it has been included above.

Items proposed for purchase are needed for effective maintenance of the course grounds, maintaining playability and customer satisfaction as well as introducing new efficiencies to maintenance. Currently, manufacturers and vendors refuse to provide exact pricing for a given piece of equipment due to lead times potentially in excess of 12 months. Staff has provided council with the best estimates possible at this time, but would like to make council aware additional approval for amounts in excess of estimates above may be required if final quoted prices come in higher than what is seen above.

FINANCIAL IMPACT

These purchases are funded by the Foster Golf Links (411) Fund and do not create any outflow of General Fund resources. The 411 Fund has sufficient fund balance to support these purchases.

RECOMMENDATION

Staff recommends the committee forward the attached quotes for approval on the City Council Consent Agenda on May 1, 2023.

ATTACHMENTS

- A --- Dakota 440 Turf Tender Quote
B --- Toro 3555-D Fairway Mower Quote
C --- Toro 3150-Q Triplex Mower Quote
D --- John Deere HD200 Sprayer Quote
E --- Equipment Visuals



Date: February 15, 2023

Quotation for Foster Golf Links

Quote No:8077416-00

Prepared For: Ryan Rosevear	Quote No: 8077416-00
Foster Golf Links	iQuote No: 125997
6200 South Center Blvd	Sales Person: Shawn Frisbee
Tukwila, WA 98188	shawn.frisbee@turfstar.com
	206-501-7248

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Dakota JD Mount 410 Turf Tender	1	\$18,760.00	\$18,760.00	\$1,894.76	\$20,654.76
020-Dakota 440 Turf Tender	1	\$48,563.00	\$48,563.00	\$4,904.87	\$53,467.87
Totals:			\$67,323.00	\$6,799.63	\$74,122.63



Date: February 15, 2023

Quotation for Foster Golf Links

Quote No:8077416-00

Configuration Product Details
010-Dakota JD Mount 410 Turf Tender

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
DC4131	Mounted 410 Turf Tender Deere ProGator	1	\$16,750.00	\$16,750.00	\$1,691.75	\$18,441.75
DC41016AD	410 AUTO FRONT DOOR	1	\$1,450.00	\$1,450.00	\$146.45	\$1,596.45
DC41934	Universal Parking Sta	1	\$560.00	\$560.00	\$56.56	\$616.56
Totals:						\$20,654.76



Date: February 15, 2023

Quotation for Foster Golf Links

Quote No:8077416-00

Configuration Product Details
020-Dakota 440 Turf Tender

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
DC44182	4Whl Elect Brakes Opt	1	\$36,410.00	\$36,410.00	\$3,677.41	\$40,087.41
DC44050	Spinner Package	1	\$3,750.00	\$3,750.00	\$378.75	\$4,128.75
DC44070	Side Conveyor	1	\$5,160.00	\$5,160.00	\$521.16	\$5,681.16
DC44160	Manual Front Door	1	\$365.00	\$365.00	\$36.87	\$401.87
DC44190	Hopper Vibrator	1	\$1,058.00	\$1,058.00	\$106.86	\$1,164.86
DC420440A D	Auto Rear Door	1	\$1,820.00	\$1,820.00	\$183.82	\$2,003.82
Totals:						\$53,467.87



Date: February 15, 2023

Quotation for Foster Golf Links

Quote No:8077416-00

Standard Terms and Conditions

Prices including all finance options are subject to change based on Turf Star Western’s receipt of product and estimated shipments. Currently, product availability is a minimum of 6-18 months. Your Final Price will be determined at time of shipment. Delivery is FOB point of origin unless otherwise stated.

Office Locations

Northern California:

3928 N.Blattela Lane
Fresno, CA 93727
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

1750 Industrial Dr.NE
Salem, OR 97301
Ph: (503) 691-0250

5869 South 194th
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>
For more information, please visit <http://www.tcoCAProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrester may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.



Date: January 26, 2022

Quotation for Foster Golf Links

Quote No:8069752-00

Prepared For: Ryan Rosevear	Quote No: 8069752-00
Foster Golf Links	iQuote No: 82074
6200 South Center Blvd	Sales Person: Shawn Frisbee
Tukwila, WA 98188	shawn.frisbee@turfstar.com
	206-501-7248

National IPA Pricing: Contract 2017025, IPA Membership required.

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Reelmaster 3555-D	1	\$60,090.04	\$60,090.04	\$6,069.08	\$66,159.12
020-Freight/Shipping	1	\$205.00	\$205.00	\$20.71	\$225.71
Totals:			\$60,295.04	\$6,089.79	\$66,384.83



Date: January 26, 2022

Quotation for Foster Golf Links

Quote No:8069752-00

Configuration Product Details 010-Reelmaster 3555-D

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
03820	Reelmaster 3555-D	1	\$40,921.14	\$40,921.14	\$4,133.03	\$45,054.17
03487	22in 5in 8Bld RR DPA CU	5	\$3,169.14	\$15,845.70	\$1,600.42	\$17,446.12
107-3280	REAR ROLLER SCRAPER KIT (22IN)	5	\$65.08	\$325.40	\$32.86	\$358.26
03412	Weight 5in Hyd CU w/o Attachments	1	\$250.38	\$250.38	\$25.28	\$275.66
121-7924	TIRE ASM 22-12X12, TREAD ED	2	\$282.50	\$565.00	\$57.07	\$622.07
30669	Universal Sunshade White	1	\$691.86	\$691.86	\$69.88	\$761.74
03614	Golf Ball Operator Guard For Riders	1	\$646.62	\$646.62	\$65.31	\$711.93
44963	MVP KIT, 1000 HR, GM35XX /RM35XX, T4	1	\$150.52	\$150.52	\$15.20	\$165.72
30629	Premium Seat-GM3500 RM3100	1	\$693.42	\$693.42	\$70.03	\$763.45
Totals:						\$66,159.12



Date: January 26, 2022

Quotation for Foster Golf Links

Quote No:8069752-00

Configuration Product Details 020-Freight/Shipping

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
INBFRT	Inbound Freight Fee	1	\$205.00	\$205.00	\$20.71	\$225.71
Totals:						\$225.71



Date: January 26, 2022

Quotation for Foster Golf Links

Quote No:8069752-00

Standard Terms and Conditions

Prices, including all finance options, are valid for 30 days from date of quotation. Open Account Terms are N30, subject to credit approval. Used and demo equipment is in high demand and availability is subject to change. Delivery is FOB Destination, unless otherwise stated

Office Locations

Northern California:

3928 N.Blattela Lane
Fresno, CA 93727
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

1750 Industrial Dr.NE
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TORO

Reelmaster® 3555-D/3575-D

FAIRWAY MOWERS

FEATURES

- **Productivity** – *The three wheel design is highly maneuverable. Smooth, turf-friendly tires reduce the potential for turf tear. The 100 inch (2.5 m) cutting width in combination with up to a 7 mph (11.3 km/h) mowing speed make the 3555-D and 3575-D fast and effective.*
- **Superior Traction** – *The Series/Parallel 3-wheel drive system provides power to at least two wheels at all times. The result is impressive traction in hilly and wet conditions with minimal wheel slip so it's also gentle on the turf.*
- **Efficiency** – *Powered by a 24.8 hp (18.5 kW) Tier 4 compliant Kubota® diesel engine, these Reelmaster models provide plenty of power to climb hills, even while operating groomers and rear roller brushes, yet it uses less fuel per acre than other standard fairway mowers.*
- **Simplicity** – *The Reelmaster 3555-D and 3575-D utilize a common platform design with other Toro mowers which can improve operator and technician efficiency.*
- **Lightweight Design** – *With a weight that is 20 percent lighter than a comparably equipped Toro 4-wheel drive fairway machine, the Reelmaster 3555-D and 3575-D provide the ideal combination of turf friendliness and productive performance.*
- **Outstanding Quality of Cut** – *Dual Precision Adjustment (DPA) cutting units – featuring Toro's all new EdgeSeries™ reels combine to deliver a consistent, high quality cut and superior after cut appearance, while reducing maintenance with improved reel edge retention.*

Performance you expect, in a size you didn't.

Introducing the all new Toro Reelmaster 3555-D and 3575-D (5 and 7 inch reel) fairway mowers. Productivity, efficiency, simplicity, 100 inch cutting width (2.5 m) and lighter weight all packed into a compact chassis. These new Reelmaster models were designed to be over 20% lighter, and much more compact than traditional Toro fairway mowers.

You get the performance you've come to expect from Toro, in a size that is not only highly maneuverable, but is also engineered to decrease turf compaction in sensitive areas. Both models feature a three-wheel design with smooth tires that increase maneuverability, which maximizes productivity, while also significantly diminishing the potential for turf tear. With a standard 3-wheel drive system, a low center of gravity, balanced weight distribution and a powerful 24.8hp engine, the Reelmaster 3555-D and 3575-D are engineered to deliver impressive hill climbing and hillside stability, even in wet turf conditions. Both the Reelmaster 3555-D and 3575-D take a full complement of fairway mowing attachments, including rear roller brushes, groomers, grooming brushes and grass baskets*. The new Reelmaster 3555-D and 3575-D, engineered to perform, designed not to leave a big impression on your turf.

**EdgeSeries™ Reels**

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*Verticutters are not recommended for these mowers.

Call your Toro distributor at 800-803-8676

Reelmaster® 3555-D/3575-D Specifications

REELMASTER 3555-D, MODEL 03820 / REELMASTER 3575-D, MODEL 03821	
ENGINE	Kubota® 3-cylinder, liquid-cooled diesel engine. 24.8 hp (18.5 kW) @ 3000 RPM. Engine governed to 3220 RPM high idle (± 50 RPM), 1400 RPM low idle (± 50 RPM). Displacement: 68.5 cu.in. (1123 cc). Peak torque: 57.2 lbs-ft @ 2200 RPM.
LUBRICATION	Pressurized lubrication system with 3.5 quarts (3.3 liters) capacity.
FUEL FILTER	10 micron spin-on filter with integral water separator.
COOLING	Aluminum side-by-side oil cooler/radiator. 8.5 fins per inch, wavy fin, non-louvered. 5.25 quart (4.9 liter) capacity.
FUEL TANK CAPACITY	7.5 gallons (28.3 liters), diesel fuel. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).
TRACTION DRIVE	Series/Parallel hydraulic traction circuit provides continuous 3-wheel drive, in mow and transport. Hydrostatic traction drive provides infinitely variable speed in forward and reverse. 6 gallon (23 liter) hydraulic system capacity.
GROUND SPEED	0-10 mph (0-16.1 km/hr) forward transport; 0-7 mph (0-11.3 km/hr) mow; 0-3.5 mph (5.6 km/hr) reverse.
TIRES	Three (3) 22x12-12, 4-ply, no tread tires. 12 PSI recommended pressure. (Optional turf tire)
MAIN FRAME	Formed steel, welded steel and steel tubing.
BRAKES	Hydrostatic service brake. Hand-operated parking brake.
STEERING	Power steering with tilt steering wheel.
GAUGES	Hour meter, fuel gauge, diagnostic lamp, cluster gauge with glow plug and charge indicator lights, and low engine oil pressure and high coolant temperature warning lights (high temperature safety shut off).
CONTROLS	Foot operated controls: Forward and reverse traction pedal, mow/transport speed limiter. Hand operated on control panel: Parking brake lever, ignition switch, engine throttle lever, work light switch, on/off switch for cutting units, joystick for cutting unit lift and lower. Other controls: Steering wheel tilt control, reel speed control, backlap engagement lever.
ELECTRICAL & INTERLOCKS	Heavy-duty 12 V battery, 570 CCA; 40 amp alternator/regulator. Electronic control unit is microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal neutral, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.
REEL DRIVE	Hydraulic, open loop through oil cooler & filter. High efficiency pressure balanced gear type motors and pumps.
SEAT	Mechanical suspension standard.
DIMENSIONS	3555-D: Height: 79" (200 cm) Length: 105" (266 cm) Operational Width: 112" (284 cm) Transport Width: 91" (231 cm) 3575-D: Height: 81" (206 cm) Length: 105" (266 cm) Operational Width: 112" (284 cm) Transport Width: 91" (231 cm)
WEIGHT	3555-D: 1,655 lbs. (751 kg) with no cutting units. 2,280 lbs. (1,034 kg) with (5) 5" reels, 22" width, 8-blade cutting units. 3575-D: 1,755 lbs. (796 kg) with no cutting units. 2,550 lbs. (1,156 kg) with (5) 7" reels, 22" width, 8-blade cutting units.
SAFETY	ROPS Standard. Capable of traversing a 25° slope in any direction on dry grass, while mowing.
CERTIFICATION	Complies with ANSI B71.4-2012 and CE requirements. EN ISO 5395.
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.

Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.





Reelmaster® 3555-D/3575-D Accessories

22" CUTTING UNIT: 8-BLADE & 11-BLADE	
TYPE	Five hydraulically driven, balanced, DPA cutting Units. Frame precision manufactured, die-cast aluminum for increased strength, simple click adjustment maintenance.
SIZE	22" (56 cm) wide, 5" (12.7 cm) or 7" (17.8 cm) diameter.
WIDTH OF CUT	100" (2.54 m)
HOC RANGE	8-Blade recommended range 0.25" – 1.0" (6 mm-25 mm). 11-Blade (18") recommended range 0.25" – 0.75" (6 mm – 19 mm). High HOC Kit available as an option to increase height of cut range from: 5" Reel: 1.0" – 1.5" (25 mm – 38 mm), 7" Reel: 1.0" – 2.0" (25 mm – 51 mm)
REEL SPEED	5" reel 2350 (+/- 150) rpm max reel speed, 7" reel 1600 rpm max reel speed, at highest setting. 200 rpm max at low idle and lowest setting for backlapping.
BEDKNIFE ADJUSTMENT	Precision machined cutting units maintain levelness and hold adjustments. Dual Precision Adjustment (DPA) allows quick bedknife to reel adjustment.
ROLLERS	Wiehle front roller and standard rear roller included. Optional front full and shoulder rollers, and short and long rear rollers available.
GRASS BASKETS	Optional baskets.

RM3555 – 5" (12.7 CM) CUTTING UNIT OPTIONS	
03487	22" (56 cm) 8-Blade DPA, RR Cutting Unit
03488	22" (56 cm) 11-Blade DPA, FSR Cutting Unit
03484	End weight (for cutting units without attachments)

TRACTION UNIT ACCESSORIES	
121-7924	Tire – Turf Tread
110-8804	Cool Top Fan (U.S. Only)
03614	Golf Ball Guard
115-4754	myTurf® Wireless Hour Meter Assembly

RM3555 – 5" (12.7 CM) CUTTING UNIT GROOMER AND REAR ROTATING BRUSH OPTIONS	
03763	Universal Groomer
03765	22" (56 cm) Groomer Cartridge
03767	Groomer Brush Cartridge
03417	Universal Only Weight Kit
03658	5" (12.7 cm) Universal RRB Kit
03406	Rear Roller Brush ONLY Kit
03412	5" (12.7 cm) End Weight Kit
132-7125	Broomer Kit (for groomers)

RM3575 – 7" (17.8 CM) CUTTING UNIT OPTIONS	
03638	22" (56 cm) 8-Blade DPA, RR Cutting Unit
03639	22" (56 cm) 8-Blade DPA, FSR Cutting Unit
03641	22" (56 cm) 11-Blade DPA, FSR Cutting Unit
03405	End weight (for cutting units without attachments)

BEDKNIFE OPTIONS	
108-9095	EdgeMax™
125-2771	EdgeMax Low Cut
108-9096	Standard
110-4084	Standard Low Cut
119-4280	EdgeMax Extended Low Cut
120-1640	Standard Extended Low Cut
110-4074	HD Bedknife

RM3575 – 7" (17.8 CM) CUTTING UNIT GROOMER AND REAR ROTATING BRUSH OPTIONS	
03768	Universal Groomer
03765	22" (56 cm) Groomer Cartridge
03767	Groomer Brush Cartridge
03418	Universal Only Weight Kit
03659	7" (17.8 cm) Universal RRB Kit
03419	Universal w/RRB weight kit
03408	Rear Roller Brush ONLY Kit
132-7125	Broomer Kit (for groomers)

22" (56 CM) DPA CUTTING UNIT ACCESSORIES	
03415	Flex Grass Basket Kit (front)
03416	Flex Compact Grass Basket Kit (rear) (127-8562-03 Reduced Width Step Kit required.)
131-6845	Groomer Rod Kit - Flex Baskets
107-3280	Rear Roller Scraper Kit
107-2993-03	Wiehle Roller Scraper
110-1735	Comb/Scraper Kit
114-5412	Full Front Roller
110-9602-03	Full Front Roller Scraper
114-5404	Long Rear Roller Asm
114-5421	Shoulder Roller Asm
110-9609-03	Shoulder Roller Scraper
110-9600	High HOC Kit

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.

Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.





Date: February 10, 2023

Quotation for Foster Golf Links

Quote No:8077297-00

Prepared For: Ryan Rosevear	Quote No: 8077297-00
Foster Golf Links	iQuote No: 58216
6200 South Center Blvd	Sales Person: Shawn Frisbee
Tukwila, WA 98188	shawn.frisbee@turfstar.com
	206-501-7248

National IPA Pricing: Contract 2017025, IPA Membership required.

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greensmaster 3150-Q Gas 18HP	1	\$43,135.60	\$43,135.60	\$4,356.69	\$47,492.29
020-Setup	1	\$863.00	\$863.00	\$87.17	\$950.17
030-Delivery	1	\$863.00	\$863.00	\$87.17	\$950.17
Totals:			\$44,861.60	\$4,531.03	\$49,392.63



Date: February 10, 2023

Quotation for Foster Golf Links

Quote No:8077297-00

Configuration Product Details 010-Greensmaster 3150-Q Gas 18HP

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
04358	Greensmaster 3150-Q Gas 18HP	1	\$31,839.60	\$31,839.60	\$3,215.80	\$35,055.40
04654	DPA 11Blade Cutting Unit	3	\$2,975.70	\$8,927.10	\$901.64	\$9,828.74
04255	Front Narrow Wiehle Roller .200 Spacing	3	\$349.44	\$1,048.32	\$105.88	\$1,154.20
138-8579	BIMINI SHADE KIT	1	\$295.08	\$295.08	\$29.80	\$324.88
126-2058	ARMREST KIT	1	\$120.11	\$120.11	\$12.13	\$132.24
04554	LED Light Kit Riding Greensmower	1	\$668.46	\$668.46	\$67.51	\$735.97
131-6262	MVP KIT-INITIAL 800 HOUR , GR3150	1	\$236.93	\$236.93	\$23.93	\$260.86
Totals:						\$47,492.29



Date: February 10, 2023

Quotation for Foster Golf Links

Quote No:8077297-00

Configuration Product Details
020-Setup

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
FSD1	Setup	1	\$863.00	\$863.00	\$87.17	\$950.17
Totals:						\$950.17



Date: February 10, 2023

Quotation for Foster Golf Links

Quote No:8077297-00

Configuration Product Details
030-Delivery

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
FSD2	Delivery	1	\$863.00	\$863.00	\$87.17	\$950.17
Totals:						\$950.17



Date: February 10, 2023

Quotation for Foster Golf Links

Quote No:8077297-00

Standard Terms and Conditions

Prices including all finance options are subject to change based on Turf Star Western’s receipt of product and estimated shipments. Currently, product availability is a minimum of 6-18 months. Your Final Price will be determined at time of shipment. Delivery is FOB point of origin unless otherwise stated.

Office Locations

Northern California:

3928 N.Blattela Lane
Fresno, CA 93727
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

1750 Industrial Dr.NE
Salem, OR 97301
Ph: (503) 691-0250

5869 South 194th
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>
For more information, please visit <http://www.tcoCAProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrester may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.



Greensmaster® 3150-Q / 3250-D

RIDING GREENSMOWERS

FEATURES

Greensmaster 3150-Q:

- Briggs & Stratton® 18 hp (13.4 kW) air-cooled, gasoline engine
- Industry's quietest engine-powered riding greensmower

Greensmaster 3250-D:

- Kubota® D902, 24.8 hp (18.5 kW) 3-cylinder, liquid-cooled, diesel engine
- Ample power for any greens or off-greens application; extremely versatile

Legendary performance and reliability.

The Greensmaster 3150-Q and 3250-D are distinguished for their field-proven performance and exceptional quality of cut. Equipped with patented DPA cutting units for a superior cut and minimal maintenance, convenient controls for easy operation, and ample power to handle any application – it's no wonder these classic models have been trusted over the years to deliver the performance golf courses demand with a putting surface that exceeds expectations.



Greensmaster® 3150-Q

Greensmaster® 3250-D

4
TIER

EdgeSeries™ Reels



Greensmaster® 3150-Q Specifications*

GREENSMASER 3150-Q, MODEL 04358	
ENGINE	18 hp (13.4 kW) @3600 rpm, Briggs & Stratton® gasoline engine, governed to 2850 rpm high idle, 1650 rpm low idle. Air-cooled.
FUEL CAPACITY	7 gallon (26.5 liter) capacity; unleaded gasoline.
TRACTION DRIVE	Hydraulic piston pump, closed loop system. 2WD Parallel Hydrostatic or 3WD Series Parallel piston pump closed loop system. Foot pedal forward and reverse; infinitely variable.
GROUND SPEED	Forward-mowing speed is variable from 2-5 mph (3.2-8 km/h), adjusted by stop on pedal mechanism. Mow speed setting does not affect transport speed. Maximum Greensmaster 3150-Q transport speed is 8.8 mph (14.4 km/h), may be reduced by adjusting stop in footrest pan without affecting mow speeds. Reverse is 2.5 mph (4.0 km/h) maximum.
TURF COMPACTION	8-10 psi (dependent on tire pressure) with operator and cutting units down.
IMPLEMENT DRIVE	Single gear pump, mono valve block, series reel drive to 3 motors.
STEERING	Power steering. Adjustable steering wheel tilt and a 5-position steering arm tilt.
CONTROLS/GAUGES	Raise/lower-mow lever (joystick). Functional control lever (neutral, mow, transport). Foot operated traction drive and brakes. Hour meter. Hand operated throttle and choke. Mechanical engine speed control.
ELECTRICAL FEATURES	12-volt lead acid, group size U1, with 300 minimum cold cranking amps at 0° F and 34 minutes reserve capacity at 85° F/25 amps draw. 16 amp alternator. Ignition switch/key. Seat switch. Harness terminals and fuse slot available for optional lights installation.
TIRES/WHEELS/PRESSURE	Three tires: Three 18 x 10.5-8, 4-ply pneumatic tubeless demountable and interchangeable with smooth tread. 8-12 psi front; 8-15 psi rear. Optional Traction Tire (4-ply): P/N 119-3516.
BRAKES	Two 6" (15.2 cm) drum type.
HYDRAULIC OIL	7.5 gallon (28.4 liter) tank with internal baffle. 1.0 gallon (3.8 liter) auxiliary tank.
LEAK DETECTION	Equipped with Turf Guardian™ leak detection system.
SOUND LEVEL	82 dB(A) at operator's ear under normal conditions.
OVERALL DIMENSIONS	Wheel Tread: 49.5" (149.9 cm), Wheel Base: 47" (119 cm), Length: 90" (229 cm), Width: 69.7" (177 cm) w/reels, Height: 74.5" (189 cm), Weight: 1,087 lbs. (493 kg).
WIDTH OF CUT	59" (150 cm)
REEL SPEED	Approximately 1975 RPM at 2850 engine RPM. Adjustable.
BACKLAPPING	Standard equipment.
CUTTING UNIT SUSPENSION	Cutting units are completely free-floating, each attaching to the tractor by direct pull links and lifted by a centered lift arm. Baskets are supported by carrier frames that are ground following. Cutting unit floatation is unaffected by basket content. Grass baskets are all interchangeable and accessible from the front of the machine.
ROPS	Roll Over Protection System standard.
CERTIFICATION	Certified to meet ANSI specification B71.4-2012 and European CE standards with appropriate kits installed.
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.

	8 BLADE DPA CUTTING UNITS	11-BLADE DPA CUTTING UNITS	14-BLADE CUTTING UNITS, 04656
TRACTOR	These cutting units will mount on any Toro riding Greensmaster (excluding Greensmaster TriFlex™ 33xx/34xx series).		
HEIGHT OF CUT (HOC) RANGE	Cutting height is adjusted on front roller by two vertical screws and held by two locking cap screws. Bench HOC range is .062"-.297" (1.6-7.5 mm). With high HOC kit, range is .297-1.0" (7.5-25.4 mm). Effective HOC may vary depending on turf conditions and bedknife installed.		
REEL WELDMENT	Reels are 5" (13 cm) in diameter, 21" (53.3 cm) in length. High carbon steel blades are welded to 5 stamped steel spiders, and heat treated. The reel is ground for diameter and concentricity, and relief ground.		
REEL BEARINGS	Two stainless steel ball bearings, 30 +/- .1 mm inside diameter slip fit onto reel shaft retained by internally splined threaded insert. Low drag seals/slingers for added protection with o-ring sealed motor and counterweight. Reel position maintained by a wave washer with no adjusting nut.		
MAINTENANCE	No grease zerks, sealed bearing design eliminates daily maintenance.		
REEL DRIVE	The reel weldment shaft is a 1.375" (35 mm) diameter tube with internally splined threaded insert.		
FRAME	Precision machined, die-cast aluminum cross member with two bolt-on die-cast aluminum side plates.		
AGGRESSIVENESS	Aggressiveness stays constant throughout the life of the reel. Patented design.		
BEDKNIFE	Replaceable single edged EdgeMax™ Microcut Bedknife is standard.		
BEDKNIFE ADJUSTMENT	Dual screw, indexed "click" adjustment to the reel; detents corresponding to .0007" (.018 mm) bedknife movement for each position.		
FRONT & REAR ROLLERS	Front: Not included with cutting unit, purchased separately. Option between full, narrow-spaced and wide-spaced Wiehle roller. Rear: Steel full, 2" (5.1 cm) diameter with sealed bearings and through-shaft.		
GRASS SHIELD	Non-adjustable shield with adjustable cut-off bar to improve grass discharge from reel in wet conditions.		
TOTAL WEIGHT	8-blade: 72 lbs. (32.7 kg) with aluminum Wiehle Roller.	11-blade: 75 lbs. (34 kg) with aluminum Narrow Wiehle Roller.	14-blade: 78 lbs. (35 kg) with aluminum Wiehle Roller.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. Consult your local Toro Distributor.





Greensmaster® 3150-Q Accessories*

GREENSMaster 3150-Q ACCESSORIES

TRACTION UNIT ACCESSORIES	
04476	3-Wheel Drive Kit
04479	Thatching Reel (Set of 1)
04495	Greens Tri-Roller Kit
30707	Armrest Kit
119-3516	Traction Tires
04554	Light Kit
130-6536	Hydraulic Oil Cooler Kit
108-6472	Traction Speed Control Kit
104-6540	Spark Arrestor Screen
115-4510	Bimini Folding Shade
100-6442	2WD Weight Kit
99-1645	3WD Weight Kit
115-4754	Wireless Hour Meter

ROLLER OPTIONS	
04626	Front Narrow Wiehle Roller (set of 3)
04627	Front Wide Wiehle Roller (set of 3)
04625	Front Full Roller (set of 3)
04628	Solid Steel Roller Kit (front Wiehle & rear steel rollers)
04629	Anti-Bobbing Roller
71-1550	Cast Iron Rear Wiehle Roller
107-3514	Steel Wide Wiehle Roller
121-4675	Extended Wiehle Roller
04258	Extended Narrow Wiehle Roller
04267	Narrow Wiehle Roller (for paspalum)
107-3510	Steel Narrow Wiehle Roller
120-9595	Steel Rear Roller (standard)
125-5180	DPA Rear Roller Extension Kit
120-9600	High Height of Cut Kit
04249	Split Full Front Roller
04250	Split Narrow Wiehle Roller

CUTTING UNIT & REEL OPTIONS	
04652	8-Blade Cutting Unit
04654	11-Blade Cutting Unit
04656	14-Blade Cutting Unit
119-4103	8-Blade Reel (Individual)
121-6651	8-Blade Reel, Heavy-Duty (Individual)
119-4104	11-Blade Reel (Individual)
127-2202	14-Blade Reel (Individual)

GROOMER OPTIONS	
04648	Universal Groomer Drive (Set of 1)
04802	Groomer Reel
04270	Grooming Brush – Soft
04271	Grooming Brush – Stiff
106-2643	Groomer Pull Link Kit

SCRAPER OPTIONS	
125-5303	Front Narrow Wiehle Roller Scraper
125-5304	Front Wide Wiehle Roller Scraper
125-5305	Front Full Roller Scraper
115-7377	Front Narrow Wiehle Roller Scraper Brush
115-7378	Front Wide Wiehle Roller Scraper Brush
115-7379	Front Full Roller Scraper Brush
115-7380	Front Narrow Wiehle Roller Scraper Comb
115-7381	Front Wide Wiehle Roller Scraper Comb
115-7382	Front Full Roller Scraper Comb
115-7383	Rear Roller Scraper
121-2260	Adjustable Rear Roller Scraper
04646	Spring Loaded Rear Roller Scraper (Set of 3)
107-9561	Anti-Bobbing Roller Scraper Kit
04650	Rotating Rear Roller Brush (Set of 1)

BEDKNIFE & BEDBAR OPTIONS	
93-4262	Microcut Bedknife
93-4263	Tournament Bedknife
93-4264	Low Cut Bedknife
94-6392	High Cut Bedknife
63-8600	Fairway Bedknife
108-4303	Extended Microcut Bedknife
108-4302	Extended Tournament Bedknife
115-1880	EdgeMax™ Microcut Bedknife (Standard)
115-1881	EdgeMax™ Tournament Bedknife
112-7475	EdgeMax™ Fairway Bedknife
106-2648-01	Bedbar (Standard)
99-3794-03	Aggressive Bedbar

THATCHING REEL ACCESSORIES	
117-6824	Thin dynaBlade, (1.2mm Thickness)(Individual)
119-1128	Regular dynaBlade, (2mm Thickness) (Individual)
117-6839	Replacement Kit, 1.2mm dynaBlade (36 Blades)
117-6840	Replacement Kit, 2mm dynaBlade (36 Blades)
121-6675	Spring Steel Kit
121-6674	Blade, Spring Steel
121-9525	Thatching Reel Quick Change Kit

BIO-HYDRAULIC FLUID / HYDRAULIC FLUID / OIL	
119-2157	Bio-Hydraulic Fluid, 5 gal. (18.9 L)
119-2158	Bio-Hydraulic Fluid, 55 gal. (208.2 L)
108-1178	Premium Hydraulic Fluid, 5 gal. (18.9 L)
108-1177	Premium Hydraulic Fluid, 55 gal. (208.2 L)
108-1197	Premium Engine Oil SAE 30, 5 gal. (18.9 L)
108-1196	Premium Engine Oil SAE 30, 55 gal. (208.2 L)

TOOLS	
04399	Turf Evaluator
125-5610	Paper – Reel
125-5611	Shim – Reel
94-9010	Height of Cut Bar Assembly

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Greensmaster® 3250-D Specifications

GREENSMASER 3250-D, MODEL 04384																					
ENGINE	Kubota® 902 tier 4i, 3-cylinder liquid-cooled diesel engine. 55.0 cu. in. (902 cc). Full pressure lubrication, oil filter. 24.8 hp (18.5 kW) @ 3600 rpm. Engine governed to 2760 rpm high idle, 1500 rpm low idle (no load).																				
FUEL CAPACITY	6 gallons (22.7 liters). Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).																				
TRACTION DRIVE	Hydraulic piston pump, closed loop system. 2WD Parallel Hydrostatic or 3WD Series Parallel piston pump closed loop system. Foot pedal forward and reverse; infinitely variable.																				
GROUND SPEED	Forward-mowing speed is variable from 2-5 mph (3.2-8 km/h), adjusted by stop on pedal mechanism. Mow speed setting does not affect transport speed. Maximum Greensmaster 3250-D transport speed is 8.8 mph (14.4 km/h), may be reduced by adjusting stop in footrest pan without affecting mow speeds. Reverse is 2.5 mph (4.0 km/h) maximum.																				
TURF COMPACTION	10 psi (.68 bar) average at recommended minimum tire pressures, with a 200 lb. operator, and cutting units down.																				
STEERING	Power steering. No-tool quick adjust steering arm position, with arm motion allowing a wide range of operator sizes. Steering cylinder has through shaft design for accurate straight line steering.																				
CONTROLS/GAUGES	Raise/lower-mow lever. Functional control lever (neutral, mow, transport). Foot operated traction drive and brakes. Hour meter and 4 bulb warning cluster. Hand operated choke, throttle. Mechanical engine speed control.																				
ELECTRICAL FEATURES	Maintenance-free 12-volt battery with 530 minimum cold cranking amps at 0° F (-17.7° C) and 95 minutes minimum reserve capacity at 85° F (29.4° C) 40 amp alternator, circuit fused at 40 amps. Ignition switch/key. Seat switch. High temperature engine kill override switch. Harness terminals, fuse slot, and console switch location available for optional lights installation.																				
SOUND LEVEL	84 dBA at operator ear under normal conditions.																				
OVERALL DIMENSIONS	<table border="0"> <tr> <td>Width of Cut:</td> <td>59.0" (150 cm)</td> <td>Overall Height:</td> <td>77.5" (197 cm)</td> </tr> <tr> <td>Wheel Tread:</td> <td>50.5" (128 cm)</td> <td>Net Weight (no fuel, no operator):</td> <td>1,216 lbs. (552 kg)</td> </tr> <tr> <td>Wheel Base:</td> <td>48.6" (123 cm)</td> <td>Reel Speed:</td> <td>Approx. 1,950 rpm @ 2760 rpm (Adjustable)</td> </tr> <tr> <td>Overall Length (w/baskets):</td> <td>93.9" (238 cm)</td> <td></td> <td></td> </tr> <tr> <td>Overall Width:</td> <td>68.0" (173 cm)</td> <td></td> <td></td> </tr> </table>	Width of Cut:	59.0" (150 cm)	Overall Height:	77.5" (197 cm)	Wheel Tread:	50.5" (128 cm)	Net Weight (no fuel, no operator):	1,216 lbs. (552 kg)	Wheel Base:	48.6" (123 cm)	Reel Speed:	Approx. 1,950 rpm @ 2760 rpm (Adjustable)	Overall Length (w/baskets):	93.9" (238 cm)			Overall Width:	68.0" (173 cm)		
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Overall Length (w/baskets):	93.9" (238 cm)																				
Overall Width:	68.0" (173 cm)																				
TIRES	Three 19 x 10.5-8, 2 ply pneumatic tubeless demountable and interchangeable. Smooth tread (approx. 1290 rev/mile). 8-12 psi front; 8-15 psi rear.																				
LEAK DETECTION	Turf Guardian™ optional.																				
BACKLAPPING	Standard equipment.																				
BRAKES	6" (15.2 cm) drum type mechanical with rack and pawl lock for parking.																				
SEAT	Contour seat with high backrest. 7" (17.8 cm) fore/aft slider adjustment with two mounting positions, allowing 9" (22.8 cm) total seat travel. Operator manual tube mounted on the seat back for easy access.																				
ROPS	Roll over protection system standard.																				
CERTIFICATION	Certified to meet ANSI specification B71.4-2012 and European CE standards with appropriate kits installed.																				
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.																				

	8 BLADE DPA CUTTING UNITS	11-BLADE DPA CUTTING UNITS	14-BLADE CUTTING UNITS
TRACTOR	These cutting units will mount on any Toro riding Greensmaster (excluding Greensmaster TriFlex 33xx/34xx series).		
HEIGHT OF CUT (HOC) RANGE	Cutting height is adjusted on front roller by two vertical screws and held by two locking cap screws. Bench HOC range is .062"-.297" (1.6-7.5 mm). With high HOC kit, range is .297"-1.0" (7.5-25.4 mm). Effective HOC may vary depending on turf conditions and bedknife installed.		
REEL WELDMENT	Reels are 5" (13 cm) in diameter, 21" (53.3 cm) in length. High carbon steel blades are welded to 5 stamped steel spiders, and heat treated to RC 48-54 hardness. The reel is ground for diameter and concentricity, and backgrind.		
REEL BEARINGS	Two stainless steel ball bearings, 30 mm inside diameter slip fit onto reel shaft retained by internally splined threaded insert. Low drag seals/slingers for added protection with o-ring sealed motor and counterweight. Reel position maintained by a wave washer with no adjusting nut.		
MAINTENANCE	No grease zerks, sealed bearing design eliminates daily maintenance.		
REEL DRIVE	The reel weldment shaft is a 1.375" (35 mm) diameter tube with internally splined threaded insert.		
FRAME	Precision machined, die-cast aluminum cross member with two bolt-on die-cast aluminum side plates.		
AGGRESSIVENESS	Aggressiveness stays constant throughout the life of the reel. Patented design.		
BEDKNIFE	Replaceable single edged EdgeMax™ Microcut Bedknife is standard.		
BEDKNIFE ADJUSTMENT	Dual screw, indexed "click" adjustment to the reel; detents corresponding positively to .0007" (.018 mm) bedknife movement for each position.		
FRONT & REAR ROLLERS	Front: Not included with cutting unit, purchased separately. Option between full, narrow-spaced and wide-spaced roller. Rear: Steel full, 2" (5.1 cm) diameter with sealed bearings and through-shaft.		
GRASS SHIELD	Non-adjustable shield with adjustable cut-off bar to improve grass discharge from reel in wet conditions.		
TOTAL WEIGHT	8-blade: 72 lbs. (32.7 kg) with aluminum Wiehle Roller. 11-blade: 75 lbs. (34 kg) with aluminum Narrow Wiehle Roller. 14-blade: 78 lbs. (35 kg) with aluminum Wiehle Roller.		

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GREENSMaster 3250-D ACCESSORIES

TRACTION UNIT ACCESSORIES	
04477	3-Wheel Drive Kit
04479	Thatching Reel (Set of 1)
04495	Greens Tri-Roller Kit
30707	Armrest Kit
99-4506	Traction Tires
104-7701	Hydraulic Oil Cooler Kit
04554	Light Kit
120-1951	Spark Arrestor
04497	Leak Detector
112-0279	Front Wheel Weight Kit
100-6442	2WD Weight Kit
99-1645	3WD Weight Kit
100-6430	Hose Adapter Kit
105-9766	Radiator Screen Kit
104-9400	Ground Follow Kit
115-4510	Bimini Folding Shade
115-4754	Wireless Hour Meter

ROLLER OPTIONS	
04626	Front Narrow Wiehle Roller (set of 3)
04627	Front Wide Wiehle Roller (set of 3)
04625	Front Full Roller (set of 3)
04628	Solid Steel Roller Kit (front Wiehle & rear steel rollers)
04629	Anti-Bobbing Roller
71-1550	Cast Iron Rear Wiehle Roller
107-3514	Steel Wide Wiehle Roller
121-4675	Extended Wiehle Roller
04258	Extended Narrow Wiehle Roller
04267	Narrow Wiehle Roller (for paspalum)
107-3510	Steel Narrow Wiehle Roller
120-9595	Steel Rear Roller (standard)
125-5180	DPA Rear Roller Extension Kit
120-9600	High Height of Cut Kit
04249	Split Full Front Roller
04250	Split Narrow Wiehle Roller

CUTTING UNIT & REEL OPTIONS	
04652	8-Blade Cutting Unit
04654	11-Blade Cutting Unit
04656	14-Blade Cutting Unit
119-4103	8-Blade Reel (Individual)
121-6651	8-Blade Reel, Heavy-Duty (Individual)
119-4104	11-Blade Reel (Individual)
127-2202	14-Blade Reel (Individual)

GROOMER OPTIONS	
04648	Universal Groomer Drive (Set of 1)
04802	Groomer Reel
04270	Grooming Brush – Soft
04271	Grooming Brush – Stiff
112-9248	Groomer Pull Link Kit

SCRAPER OPTIONS	
125-5303	Front Narrow Wiehle Roller Scraper
125-5304	Front Wide Wiehle Roller Scraper
125-5305	Front Full Roller Scraper
115-7377	Front Narrow Wiehle Roller Scraper Brush
115-7378	Front Wide Wiehle Roller Scraper Brush
115-7379	Front Full Roller Scraper Brush
115-7380	Front Narrow Wiehle Roller Scraper Comb
115-7381	Front Wide Wiehle Roller Scraper Comb
115-7382	Front Full Roller Scraper Comb
115-7383	Rear Roller Scraper
121-2260	Adjustable Rear Roller Scraper
04646	Spring Loaded Rear Roller Scraper (Set of 3)
107-9561	Anti-Bobbing Roller Scraper Kit
04650	Rotating Rear Roller Brush (Set of 1)

BEDKNIFE & BEDBAR OPTIONS	
93-4262	Microcut Bedknife
93-4263	Tournament Bedknife
93-4264	Low Cut Bedknife
94-6392	High Cut Bedknife
63-8600	Fairway Bedknife
108-4303	Extended Microcut Bedknife
108-4302	Extended Tournament Bedknife
115-1880	EdgeMax™ Microcut Bedknife (Standard)
115-1881	EdgeMax™ Tournament Bedknife
112-7475	EdgeMax™ Fairway Bedknife
106-2648-01	Bedbar (Standard)
99-3794-03	Aggressive Bedbar

THATCHING REEL ACCESSORIES	
117-6824	Thin dynaBLADE, (1.2mm Thickness) (Individual)
119-1128	Regular dynaBLADE, (2mm Thickness) (Individual)
117-6839	Replacement Kit, 1.2mm dynaBLADE (36 Blades)
117-6840	Replacement Kit, 2mm dynaBLADE (36 Blades)
121-6675	Spring Steel Kit
121-6674	Blade, Spring Steel
121-9525	Thatching Reel Quick Change Kit

BIO-HYDRAULIC FLUID / HYDRAULIC FLUID / OIL	
119-2157	Bio-Hydraulic Fluid, 5 gal. (18.9 L)
119-2158	Bio-Hydraulic Fluid, 55 gal. (208.2 L)
108-1178	Premium Hydraulic Fluid, 5 gal. (18.9 L)
108-1177	Premium Hydraulic Fluid, 55 gal. (208.2 L)
121-6393	Premium Engine Oil SAE 10W30, 5 gal. (18.9 L)
121-6392	Premium Engine Oil SAE 10W30, 55 gal. (208.2 L)

TOOLS	
04399	Turf Evaluator
125-5610	Paper – Reel
125-5611	Shim – Reel
94-9010	Height of Cut Bar Assembly

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Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:**Rick Michel**

Pacific Golf & Turf
1818 Bickford Avenue
Snohomish, WA 98290

Tel: 360-568-7798

Fax: 360-568-2248

Email: rmichel@pacificgolfturf.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Pacific Golf & Turf
 1818 Bickford Avenue
 Snohomish, WA 98290
 360-568-7798
 WTaft@pacificgolfturf.com

Quote Summary
Prepared For:

 FOSTER LINKS GOLF COURSE
 13900 INTERURBAN AVE S
 SEATTLE, WA 98168
 Business: 206-433-1871

Delivering Dealer:
Pacific Golf & Turf
 Rick Michel
 1818 Bickford Avenue
 Snohomish, WA 98290
 Phone: 360-568-7798
 rmichel@pacificgolfturf.com

Quote ID: 28436650
Created On: 21 March 2023
Last Modified On: 11 April 2023
Expiration Date: 31 July 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE ProGator 2020A (Gas) Contract: WA Lawn and Grounds 05218 (PG 4S CG 22) Price Effective Date: March 20, 2023	\$ 35,906.27 X	1 =	\$ 35,906.27
JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030) Contract: WA Lawn and Grounds 05218 (PG 4S CG 22) Price Effective Date: March 20, 2023	\$ 22,109.18 X	1 =	\$ 22,109.18
Equipment Total			\$ 58,015.45

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 58,015.45
Trade In	
SubTotal	\$ 58,015.45
Est. Service Agreement Tax	\$ 0.00
Total	\$ 58,015.45
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 58,015.45

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pacific Golf & Turf
1818 Bickford Avenue
Snohomish, WA 98290
360-568-7798
Wtaft@pacificgolfturf.com

Selling Equipment

Quote Id: 28436650 Customer Name: FOSTER LINKS GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

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 Snohomish, WA 98290
 360-568-7798
 WTaft@pacificgolfturf.com

JOHN DEERE ProGator 2020A (Gas)

Hours:

Stock Number:

Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)

Selling Price *

Price Effective Date: March 20, 2023

\$ 35,906.27

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
140CTC	ProGator 2020A (Gas)	1	\$ 40,651.00	22.50	\$ 9,146.48	\$ 31,504.52	\$ 31,504.52
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLink™ Modem	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
1161	Fairway Rear (2) Tires and (2) Wheels, 26x14-12 (4 PR)	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
2200	Factory Installed Auxiliary Hydraulics	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
9773	Electronic Multi-Mode Throttle/Governor Control Kit	1	\$ 497.00	22.50	\$ 111.83	\$ 385.17	\$ 385.17
9775	Armrest Kit (One Set)	1	\$ 124.00	22.50	\$ 27.90	\$ 96.10	\$ 96.10
9778	Quick Connect Kit	1	\$ 215.00	22.50	\$ 48.38	\$ 166.62	\$ 166.62
9837	Canopy with Rear View Mirror	1	\$ 1,014.00	22.50	\$ 228.15	\$ 785.85	\$ 785.85
9839	Mirror Kit	1	\$ 181.00	22.50	\$ 40.73	\$ 140.27	\$ 140.27
Standard Options Total			\$ 2,031.00		\$ 456.99	\$ 1,574.01	\$ 1,574.01
Dealer Attachments/Non-Contract/Open Market							
BTC10091	4-Post Rollover Protective Structure (ROPS) Conversion Kit (Green)	1	\$ 2,670.71	22.50	\$ 600.91	\$ 2,069.80	\$ 2,069.80
BM20433	Heavy-Duty Front Spring Kit	1	\$ 488.99	22.50	\$ 110.02	\$ 378.97	\$ 378.97
TCB10910	Heavy-Duty Rear Spring Kit	1	\$ 488.99	22.50	\$ 110.02	\$ 378.97	\$ 378.97
Dealer Attachments Total			\$ 3,648.69		\$ 820.95	\$ 2,827.74	\$ 2,827.74
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 28436650 Customer Name: FOSTER LINKS GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

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 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
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ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pacific Golf & Turf
 1818 Bickford Avenue
 Snohomish, WA 98290
 360-568-7798
 WTaft@pacificgolfturf.com

Additional Discounts				
Additional Discount Total		\$ 0.00	\$ -0.00	\$ -0.00
Total Selling Price	\$ 46,330.69	\$ 10,424.42	\$ 35,906.27	\$ 35,906.27

JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A,

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)

\$ 22,109.18

Price Effective Date: March 20, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
3769M	HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)	1	\$ 18,399.00	22.50	\$ 4,139.78	\$ 14,259.22	\$ 14,259.22
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
2002	Gen2 Automatic Rate Controller for Centrifugal or Diaphragm Pump	1	\$ 1,585.00	22.50	\$ 356.63	\$ 1,228.37	\$ 1,228.37
3000	18 Ft. Spray Boom with Electro-Hydraulic Lift	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
6452	Stainless Steel Centrifugal Pump	1	\$ 898.00	22.50	\$ 202.05	\$ 695.95	\$ 695.95
9031	Electric Foam Maker	1	\$ 2,428.00	22.50	\$ 546.30	\$ 1,881.70	\$ 1,881.70
9040	Sprayer Storage Stand	1	\$ 1,400.00	22.50	\$ 315.00	\$ 1,085.00	\$ 1,085.00
9055	Electric Reel and 200 Ft. of 1/2 In. Hose, Less Spraygun	1	\$ 3,013.00	22.50	\$ 677.93	\$ 2,335.07	\$ 2,335.07
9060	Spraygun	1	\$ 287.00	22.50	\$ 64.58	\$ 222.42	\$ 222.42
9869	Hose Plumbing Kit	1	\$ 518.00	22.50	\$ 116.55	\$ 401.45	\$ 401.45
Standard Options Total			\$ 10,129.00		\$ 2,279.04	\$ 7,849.96	\$ 7,849.96
Total Selling Price			\$ 28,528.00		\$ 6,418.82	\$ 22,109.18	\$ 22,109.18



Dakota 440 Turf Tender



Toro 3555 Fairway Mower



Toro 3150-Q Triplex Mower



John Deere HD200 Sprayer



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee

FROM: Police Chief Eric Drever

BY: Eric Hines

CC: Mayor Ekberg

DATE: April 11, 2023

SUBJECT: Changes to Tukwila Municipal Code Title 9

ISSUE

The Police Department is seeking committee approval to repeal the existing chapter 9 Tukwila Municipal Code and replace it with this updated version, attached for your review.

BACKGROUND

Tukwila Municipal Code chapter 9 explains proper vehicle parking, registration requirements, and the impoundment of vehicle within the city limits. This TMC is effective for vehicles parked on public roadways, right of way, and City owned property (buildings, their parking lots, City parks). Parts of the TMC chapter 9 as it is currently written were challenged and those sections discontinued for use as a result. This updated TMC corrects that language in each section and how they relate to one another. All sections were examined and updated as needed to reflect present day issues.

DISCUSSION

Tukwila Municipal Code chapter 9 is the single location in this City's municipal code that lists the current regulation regarding the parking of vehicles, violations for which a notice of infraction can be issued, and the conditions under which vehicles can be impounded. One of the most frequent issues complained about to PD from City residents in the parking of vehicles with expired tabs upon the license plate. This section of the TMC was invalidated at a TMC trial due to the wording of the original TMC utilizing "registration plate" instead of specific language regarding a license plate. As a result, for the past several years this section of the TMC has not been used, despite frequent complaints by citizens through the See Click Fix on-line reporting portal. The original TMC also has a section regarding "residential parking permits" that have not been issued in several years. These permits would allow citizens to park in areas prohibited by posted no parking signs. This poses a safety problem as those no parking anytime signed areas are posted to keep them clear of vehicles to allow line of sight of on-coming vehicles to allow a safe entry into a roadway and avoidance of a collision.

TMC chapter 9 also covers impoundment of vehicles and specified a 24-hour time period for waiting to impound abandoned vehicles. PD practice for many years now is to mark a vehicle for impound but not to impound it until 72 hours have elapsed. When a vehicle is impounded TMC chapter 9 specified the registered owner of the vehicle may request an impound hearing at King County district court when for over a year now, such hearings take place at the Tukwila Municipal Court.

The revised TMC chapter 9 corrects the language regarding a vehicles license plate, corrects the time limit for impoundment and the location of any requested hearing to reflect present practice and location.

FINANCIAL IMPACT

There is no financial impact by making changes to the Tukwila Municipal Code.

RECOMMENDATION

Request that the Committee approve the repeal of TMC ordinance chapter 9 as it now exists, and replace it with the attached updated chapter 9 as proposed, and forward to the 5/8/2023 Council Of The Whole meeting and 5/15/23 Regular meeting.

ATTACHMENTS

Ordinance with strike-through

DRAFT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, AMENDING ORDINANCE NOS. 1370 §1 (PART) AND 1502 §3, AS CODIFIED AT TUKWILA MUNICIPAL CODE (TMC) SECTION 9.32.020; ORDINANCE NO. 1794 §1 (PART) AS CODIFIED IN TMC SECTION 9.28.040; AND ORDINANCE NO. 2494 AS CODIFIED IN TMC CHAPTERS 9.20 AND 9.28, TO UPDATE REGULATIONS REGARDING PARKING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2494, as codified at various chapters of Tukwila Municipal Code (TMC) Title 9, "Vehicles and Traffic," was passed February 1, 2016, to update parking regulations in the City of Tukwila; and

WHEREAS, Ordinance No. 2494 set a maximum penalty of \$300 for parking violations under TMC Section 9.20.120, "Penalties and Impound Procedures," and

WHEREAS, historically, fines for parking violations have been set by the Tukwila Municipal Court through their posted bail schedule; and

WHEREAS, the posted bail schedule does not specify penalties for parking violations below the maximum penalty of \$300, and Rule 6.2(d), "Penalty Schedule," of the Infraction Rules for Courts of Limited Jurisdiction ("IRLJ") provides in part that penalties for parking, standing, stopping, or pedestrian infractions established by municipal code "shall be consistent with the philosophy of these rules," which is to "secure the just, speedy, and inexpensive determination of every infraction case," pursuant to IRLJ 1.1(b), "Purpose;" and

WHEREAS, the Police Department and Tukwila Municipal Court have determined there is a need to update language in various sections relating to parking, confirmation of vehicle registration, impounds and fines to improve clarity and to match current processes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Ordinance No. 2494 §6, as codified at TMC Section 9.20.020, “Alley – Driveway entrance,” is hereby amended to read as follows:

9.20.020 Alley – Driveway entrance

No person shall park a vehicle within ~~an~~ a City alley in such a manner or under such conditions as to leave available ~~less than eight~~ 10 feet of the ~~width of the~~ roadway for the free movement of vehicular ~~and emergency~~ traffic, and no person shall stop, stand, or park a vehicle within ~~an~~ a City alley in such a position as to block the driveway entrance to any abutting property.

Section 2. Ordinance No. 2494 §7, as codified at TMC Section 9.20.030, “Parking on municipal property,” is hereby amended to read as follows:

9.20.030 Parking on municipal property

A. **Generally.** No person shall stop, stand or park a vehicle in any garage, City of Tukwila park, parking area or other property operated by the City, where signs prohibit or restrict such stopping, standing or parking without lawful authority or permission. ~~Any motor vehicle so stopped, standing or parked on municipal property for a period of 6 hours or more without authority or permission is a nuisance.~~

B. **Municipal Parks and Trails.** No person shall stand, stop or park a vehicle in any municipal park or trail areas except in areas designated for such purposes. No person shall stand, stop or park any vehicle in a parking stall designated for a municipal park or trail area for a period of time exceeding the maximum amount of time permitted as posted or, if a time limit is not posted, for a period of time exceeding 6 hours, without lawful permission or authority.

Section 3. Ordinance No. 2494 §9, as codified at TMC Section 9.20.050, “Parking over time limits on City streets and highways prohibited,” is hereby amended to read as follows:

9.20.050 Parking over time limits on City streets and highways prohibited

A. **Generally.** No person shall stop, park, leave standing, or store any vehicle, whether attended or unattended, on any street or highway within the City for more than 72 hours. ~~Provided, however, that any such vehicle stopped, parked, stored or left unattended on any street or highway within the City without a valid registration plate will be subject to immediate issuance of a notice of infraction without regard to the length of time the vehicle has been stopped, parked, stored or left unattended.~~

B. **Restricted Parking.** Any street with a sign denoting limited hours for parking shall be restricted for general street parking. The street or area shall be marked by a sign clearly indicating limited hours for parking.

~~C. **Residential Parking Permits.** Residents who can prove their residence is on a street with limited parking hours can apply for a residential parking permit at Tukwila City Hall. Residents may park in one spot, including on a street with a sign denoting limited hours for parking, for no longer than 72 hours, and shall follow all other applicable laws for parking on City streets.~~

Section 4. Ordinance No. 2494 §10, as codified at TMC Section 9.20.060, “General parking regulations,” is hereby amended to read as follows:

9.20.060 General parking regulations

A. Except where necessary to avoid conflict with other traffic, or in compliance with the law or the directions of a law enforcement officer, no person shall stop, stand or park a vehicle:

1. In front of a public or private driveway or within 5 feet of the end of the radius leading thereto.
2. In a place that restricts vehicular access to mailboxes.
3. In any place where official signs prohibit parking.
4. In such a manner or under such conditions as to leave available less than 10 feet of the width of the roadway for free movement of vehicular and emergency traffic.
5. When signs are displayed giving notice thereof, on one or both sides of a street where parking is prohibited.
6. On cul-de-sacs when such action reduces the radius of the cul-de-sac to less than 35 feet.

7. Wrong way parking: To facilitate the safe flow of traffic entering a lane of travel, vehicles parked along the curb or on a City right-of-way must be parked facing the direction of vehicle travel for that lane of travel.

B. Any vehicle stopped, parked, stored, or left unattended on any street, alley or highway within the City without a valid and current registration record (a license plate issued by any of the United States), and with the expiration of said registration confirmed through checking the license plate attached to the vehicle, or the VIN number of the vehicle, through the applicable State Department of Licensing, shall be subject to immediate issuance of a notice of infraction without regard to the length of time the vehicle has been stopped, parked, stored, or left unattended.

BC. It is unlawful for any person to alter or remove a mark placed upon a vehicle by a law enforcement officer to monitor and enforce the parking time limits in this chapter when the alteration or removal is intended to extend the period of parking time authorized.

CD. Re-parking the vehicle in the same block to avoid a time limit regulation is a violation of this chapter.

Section 5. Ordinance No. 2494 §16, as codified at TMC Section 9.20.120, “Penalties and impound procedures,” is hereby amended to read as follows:

9.20.120 Penalties and impound procedures

A. Violations of the provisions of TMC Chapter 9.20 are parking infractions punishable by monetary penalties ~~of not more than \$300 and/or impoundment.~~ as set forth in the below table, and/or impoundment pursuant to this section.

<u>Type of Parking Violation</u>	<u>Penalty</u>
<u>Unsafe parking on roadway (TMC 9.20.100)</u>	<u>\$150</u>
<u>Parking on municipal property (TMC 9.20.030)</u>	<u>\$30</u>
<u>Parking large vehicles, trailers and recreational vehicles on City streets (TMC 9.20.070)</u>	<u>1st violation: \$30</u> <u>2nd violation: \$50</u> <u>3rd or subsequent violation: \$75</u>
<u>Parking over time limits on City streets and highways (TMC 9.20.050)</u>	<u>\$20</u>
<u>Any parking violations not otherwise specified</u>	<u>\$48</u>

B. Delinquent Fee Authorized. Unpaid parking violations will incur a \$25.00 late fee following 30 days from the date of violation or upon failure to comply with a time pay agreement.

BC. Impound Authorized. Any vehicle parked on any City right-of-way or City owned, leased or operated property in violation of TMC Chapter 9.20 is subject to citation by a law enforcement officer and/or impoundment in accordance with this chapter by the law enforcement officer or a public official having jurisdiction over the right-of-way or property upon which the vehicle is located.

CD. Immediate Impound. Vehicles parked in violation of TMC Chapter 9.20 are subject to immediate impound under the following circumstances:

1. When the vehicle is impeding the normal flow of vehicular or pedestrian traffic;
2. When the vehicle is parked in violation of a parking restriction sign or when the vehicle is interfering, or is likely to interfere, with the intended use of the restricted parking zone; or
3. When the vehicle poses an immediate danger to public safety.

DE. Other Impound. A vehicle not subject to immediate impoundment under TMC Section 9.20.120.**B-C** may be impounded for violating any provision of TMC Chapter 9.20. A notice of impoundment shall be securely attached to, and conspicuously displayed on, the vehicle for a period of **24-72** hours prior to impoundment. The notice shall include:

1. The date and time the sticker was attached.
2. The identity of the officer.
3. A statement that if the vehicle is not removed within **24-72** hours from the time the sticker is attached, the vehicle may be taken into custody and stored at the owner's expense.
4. A statement that if the vehicle is not redeemed as provided in RCW 46.55.120, the registered owner will have committed the traffic infraction of littering—abandoned vehicle.
5. The address and telephone number where additional information may be obtained.

EE. Post-Impoundment Redemption and Hearing.

1. Not more than 24 hours after impounding a vehicle, the tow operator shall send by first class mail to the last known registered and legal owners of the vehicle (1) a notice containing the full particulars of the impoundment, the redemption procedure, and the opportunity for a hearing to contest the validity of the impoundment pursuant to RCW 46.55.120, and (2) forms for requesting the hearing. The tow operator also shall give the notice and forms to any person redeeming the vehicle within the 24-hour period.

2. The registered or legal owner of the vehicle may request a hearing in ~~District Court~~Tukwila Municipal Court to contest the validity of the impoundment. The request for a hearing shall be made on the form provided by the tow operator, and shall be received by the ~~District Court~~Tukwila Municipal Court within 10 days (including Saturdays, Sundays and holidays) of the date on which the notice and forms were mailed. If the request for such a hearing is not received by the ~~District Court~~Tukwila Municipal Court within the 10-day period, the right to a hearing shall be deemed waived and the registered and legal owners shall be liable for any towing, storage and other charges authorized by ~~Chapter 46.55 RCW.B.~~RCW 46.55.063.

3. The procedures for redemption of an impounded vehicle and for the hearing to contest the validity of an impoundment shall be in accordance with Chapter 46.55 RCW.

FG. Costs. Any costs incurred in the removal and storage of an impounded vehicle shall be a lien upon the vehicle. All towing and storage charges on that impounded vehicle shall be paid by the owner or his/her agent if the vehicle is redeemed. Either a registered or legal owner may claim an impounded vehicle by payment of all charges that have accrued at the time of reclamation. If the vehicle was impounded at the direction of a law enforcement agency, the person in possession of the vehicle prior to the time of reclamation shall notify such agency of the fact that the vehicle has been claimed, and by whom.

GH. Nonexclusive Remedies. The impounding of a vehicle shall not preclude charging the violator with any violation of the law on account of which such vehicle was impounded.

HI. Contract with registered disposer to dispose of vehicles and hulks— Compliance required.

1. The City may contract with any tow truck operator who is engaged in removing and storing of vehicles and who is registered as a registered disposer of certain automobile hulks, abandoned junk motor vehicles and abandoned vehicles.

2. Any registered disposer under contract to the City for the removing and storing of vehicles or hulks shall comply with all applicable laws, ordinances and regulations, including Chapter 46.55 RCW and the administrative regulations relative to the handling and disposing of vehicles or hulks as may be promulgated by the Police Chief or the Director of the Washington State Department of Licensing.

Section 6. Ordinance Nos. 2494 §19 and 1794 §1 (part), as codified at TMC Section 9.28.040, "Penalty," is hereby amended to read as follows:

9.28.040 Penalty

With the exception of TMC Section 9.28.037, violation of any of the provisions of this chapter constitutes a civil infraction not to exceed \$200 per day per violation. Violation of TMC Section 9.28.037 constitutes a parking infraction punishable by monetary penalties ~~of not more than \$300~~ in accordance with the table set forth in TMC Section 9.20.120.A and/or impoundment.

Section 7. Ordinance Nos. 2494 §20, 1502 §3, and 1370 §1 (part), as codified at TMC Section 9.32.020, "Authority to impound vehicles on the highway," is hereby amended to read as follows:

9.32.020 Authority to impound vehicles on the highway

Members of the Police Department are authorized to remove and impound vehicles found on the highway, by means of towing ~~or otherwise, to the nearest garage or other place of safety or to a garage designated or maintained by the Police Department or otherwise maintained by the City,~~ under any of the following circumstances:

1. When any vehicle is left unattended upon any bridge, viaduct, or causeway, or in any tunnel where such vehicle constitutes an obstruction to traffic;
2. When any vehicle upon a highway, including tunnels, bridges or approaches, is so disabled as to constitute an obstruction to traffic or when the person or persons in charge of the vehicle are incapacitated to such an extent as to be unable to provide for its custody or removal and there is no other person present who may properly act as agent for such operator in the care of his vehicle;
3. When any vehicle is left unattended upon a highway and is so parked illegally as to constitute a hazard or obstruction to the normal movement of traffic;
4. When any vehicle operating on a highway is found to be defective in equipment in such a manner that it may be considered unsafe;
5. When any vehicle is found in a tow-away zone;
6. When the operator of any vehicle is arrested and placed in custody and is not in condition to drive, and the vehicle is not in a place of safety and there is no other person present who may properly act as agent for such operator to drive the vehicle to a place of safety; and
7. When any abandoned vehicle or abandoned junk motor vehicle is found on a highway.
8. When a vehicle is parked upon an elevated sidewalk or upon a designated (by traffic paint delineation) walkway and is obstructing said sidewalk or walkway, causing any pedestrian traffic to be forced to move around it into a vehicle lane of travel.
9. When a vehicle is parked within 5 feet of a driveway and causing a line of sight of oncoming traffic obstruction for vehicles attempted to enter the roadway from that driveway.

Section 8. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of scrivener's errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 9. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 10. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2023.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____
Passed by the City Council: _____
Published: _____
Effective Date: _____
Ordinance Number: _____

Office of the City Attorney



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee

FROM: Police Chief Eric Drever

BY: Police Chief Eric Drever

CC: Mayor Ekberg

DATE: April 13, 2023

SUBJECT: Sound Health Contracts For Co-Responder Program

ISSUE

The Tukwila Police Department is seeking committee approval to authorize the Mayor to sign the two co-responder contracts with Sound Health.

BACKGROUND

In accordance with the City's goals of a High-Performing & Effective Organization and a Positive Community Identity & Image for all Tukwila community members, the Police Department recognized that there was a need for collaboration of services when it comes to mental health and chemical addiction issues within the City of Tukwila. Our objective was to reduce the number of mentally ill and chemically dependent interventions that requires jail and hospitalizations. We also recognized the need for diversion of mentally ill and chemically dependent youth and adults from entering the criminal justice system. Co-responder programs throughout the nation have been effective in reducing the number of people entering the criminal justice system, while providing appropriate resources for their illness. The department needs to provide services that provide the appropriate high-quality services for our community members.

DISCUSSION

The Tukwila Police Department co-responder program is a collaborative approach designed to address the City of Tukwila's desire to ensure Tukwila's mentally ill and chemically-dependent community members have access to community treatment in lieu of incarceration for non-violent misdemeanor offenses, where the individual is identified by officers and confirmed by a co-responder to be demonstrating behaviors symptomatic of a mental disorder and/ or co-occurring disorder (combining mental health behavioral disorders with substance use disorders). The program accomplishes this goal by: 1) embedding mental health professionals (aka co-responders) within the police department who respond to calls when officers ask for professional (consultive) assistance by the MHP's; 2) working with and educating officers in traditional methods employed by mental health professionals to de-escalate individuals demonstrating behavioral health concerns as well as assist in providing support to identify symptoms stemming from mental illness versus chemically altered behaviors; 3) ensuring appropriate community services are accessed to facilitate diversion, including community after-care services are available to individuals diverted from incarceration.

The program was first implemented as a pilot program in 2021 and has proven to be a great asset for both the Police Department and the community. The Police Department and Sound Health have since re-evaluated the program for funding and continuation of the program and have decided to move forward with contracts for two co-responders. Contract for the current co-responder will be good through December 31, 2024 and contract for the second co-responder, who's scheduled to start his employment on April 24, 2023, will be good through December 31, 2023.

To ensure coverage for every day of the week, the first co-responder will work from Wednesday thru Saturday 12pm to 10pm while the second co-responder will work from Sunday thru Wednesday from 12pm to 10pm.

FINANCIAL IMPACT

The Tukwila Police Department will be utilizing federal forfeiture funds to pay for the current co-responder in the amount of \$102,000 per year through December 31, 2024. Since the second co-responder will not start until April 24, 2023, his salary will be prorated from that start date and will be calculated based on the salary of \$102,000 per year. The Department will be utilizing a grant to pay the second co-responder from April 24, 2023 through June 30, 2023, and the Police Department funds from July 1, 2023 through December 31, 2023. We will explore other financing options to cover the second co-responder position beyond the end of 2023.

RECOMMENDATION

The Police Department would like to request the Committee to authorize the Mayor to sign the two co-responder contracts and forward to the May 8, 2023 Council Of The Whole meeting and May 15, 2023 Regular meeting.

ATTACHMENTS

Tukwila Police Department/Sound Health contract for first/current MHP with exhibits A and B
Tukwila Police Department/Sound Health contract for second MHP with exhibits A and B



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Sound (f/k/a Sound Mental Health), hereinafter referred to as "the Contractor," whose principal office is located at 6400 Southcenter Blvd, Tukwila, WA 98188.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$102,000.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement is in full force and effect commencing on _____ and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** Each party shall defend, indemnify and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of either party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement; Modification. This Agreement, together with attachments or addenda,

represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the following address:

6400 Southcenter Blvd
Tukwila WA 98188

16. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 2023.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

City of Tukwila / Sound

Exhibit A – Scope of Work

The Contractor will provide de-escalation, diversions and referrals to appropriate services as further described herein by providing a mental health professional, hereafter referred to as “CoResponder”, to assist Tukwila Police Department (“TPD”) officers.

The Contractor shall provide a CoResponder Wednesday through Saturday from 12pm-10pm to ride along with TPD officers.

Sound CoResponder will accompany assigned TPD Officer to dispatched calls. The intent will be to respond to the following types / nature of calls;

- Intoxication
- Substance Use / Abuse
- Welfare Check
- Suicide Prevention, Assessment, and Intervention
- Indecent Exposure
- Trespass / Unwanted Person
- Syringe Disposal / HRAC
- Disturbance
- Public Nuisance / Mental Health Crisis
- Domestic Violence
- Integrated Child Welfare

It is understood that a TPD Officer may have to respond to other types of calls when the CoResponder is in the vehicle.

The CoResponder will assist to de-escalate and provide guidance to divert individuals from jails and hospitalizations.

CoResponder will follow-up with previously engaged individuals to track progress and efficacy.

- Follow the direction of the officer at all times.
- Provide history checks for individuals identified in calls for service and advise officer of any safety or mental health concerns prior to making contact. This will occur preferably before contact but at a minimum before determining a resolution.
- Conduct In-field Assessments:
 - The TPD officer will instruct the CoResponder, as required, to remain in the patrol car or assist with initial contact. The CoResponder will not initiate contact with an individual until the TPD officer identifies the scene is safe and it is appropriate to do so.
 - CoResponder will conduct an initial assessment including a safety evaluation.

- CoResponder will collaborate with the officer and coordinate a resolution and defer any legal decisions to the officer.
- CoResponder will provide a follow up plan as needed.
- CoResponder will insure that all documentation is completed daily.
- Resolution:
 - Should a referral/drop-off to a facility (voluntary or involuntary) be deemed warranted, the following shall occur:
 - CoResponder is to contact identified facility to conduct a warm hand-off, speak to staff directly upon arrival.
 - CoResponder will document name and details of conversation with staff person receiving warm hand-off.
 - CoResponder will assist and coach the officer (as needed) in filling out any paperwork required by the facility.
 - Safety Plan:
 - If it is determined that the individual is appropriate for a safety plan the CoResponder will collaborate with the officer (as appropriate), the individual, and anyone the individual identifies (as appropriate).
 - CoResponder's use of a Custody Authorization:
 - CoResponders use of a Custody Authorization in the absence of completing a detention is to be avoided unless there is sufficient and imminent risk that if the individual is not taken in to custody that there is likely and expected harm. When a Custody Authorization is completed the CoResponder will coordinate with the officer to arrange transport. In most cases this will include having an ambulance dispatched but is at the discretion of the officer to provide transportation. CoResponder will arrive at destination facility with or shortly after the arrival of the individual to coordinate with an identified social worker. CoResponder is responsible for coordinating follow up for continued investigation pending medical clearance. Complete DCR investigation as required/indicated by including documentation, paperwork, and coordination with medical personnel.
 - In the event a CoResponder is expected to be off shift before the investigation can be concluded they will coordinate with the drop off/referral facility to establish appropriate coordination of care and document the identified Social Worker and clinician.
 - CoResponder will submit additional documentation of contact in a Word document that will later be provided to an officer. The officer will enter the document into the TPD's record keeping system (Spillman).
 - CoResponder and TPD officer will determine if and when the CoResponder should be returned to the TPD so that the TPD officer can continue normal patrol duties.
- CoResponder Detaining in the Field:
 - CoResponder is to follow all the policies and procedures of conducting and completing a mental health detention as is expected, this includes:
 - Arriving with or shortly after the detained individual at the identified facility to coordinate with that facility's social worker.

- It is to be clearly stated that the individual is detained and follow up is to occur by contacting the CoResponder directly.
 - In the event a CoResponder is expected to be off shift before the conclusion of a mental health detention the CoResponder will coordinate with the facility and MOCT to establish appropriate coordination of care. Document the identified Social Worker and Crisis Team clinician and the CoResponder will submit additional documentation of contact in Spillman.
- TPD Officers may request follow ups for CoResponders.
 - CoResponders will prioritize follow ups by assessed need and provide an update to referring officer as appropriate.
 - Follow ups are intended to identify the best resources for clients to be referred to and to assist with coordinating those resources.
 - CoResponders do not carry a case load and ongoing follow up is at clinician discretion.

Exhibit B- Compensation and Method of Payment

- 1. For all co-responder services set forth in Exhibit A, the Contractor will be paid a total of \$102,000 per year ending on December 31, 2024.**
- 2. The Contractor shall invoice the city by the 10th day of each month following the month of service.**
- 3. The Contractor and the City agree to conduct a mid-contract review to occur approximately January 2024 to evaluate filings and compensation.**



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

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WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$102,000.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
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6. **Indemnification.** Each party shall defend, indemnify and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of either party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
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- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

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11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

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Tukwila, WA 98188

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Sound Health
6400 Southcenter Blvd
Tukwila WA 98188

16. Applicable Law: Venue: Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this _____ day of _____, 2023.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

By: _____

Printed Name and Title: _____

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

City of Tukwila / Sound

Exhibit A – Scope of Work

The Contractor will provide de-escalation, diversions and referrals to appropriate services as further described herein by providing a mental health professional, hereafter referred to as “CoResponder”, to assist Tukwila Police Department (“TPD”) officers.

The Contractor shall provide a CoResponder Sunday through Wednesday from 12pm-10pm to ride along with TPD officers.

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- Substance Use / Abuse
- Welfare Check
- Suicide Prevention, Assessment, and Intervention
- Indecent Exposure
- Trespass / Unwanted Person
- Syringe Disposal / HRAC
- Disturbance
- Public Nuisance / Mental Health Crisis
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It is understood that a TPD Officer may have to respond to other types of calls when the CoResponder is in the vehicle.

The CoResponder will assist to de-escalate and provide guidance to divert individuals from jails and hospitalizations.

CoResponder will follow-up with previously engaged individuals to track progress and efficacy.

- Follow the direction of the officer at all times.
- Provide history checks for individuals identified in calls for service and advise officer of any safety or mental health concerns prior to making contact. This will occur preferably before contact but at a minimum before determining a resolution.
- Conduct In-field Assessments:
 - The TPD officer will instruct the CoResponder, as required, to remain in the patrol car or assist with initial contact. The CoResponder will not initiate contact with an individual until the TPD officer identifies the scene is safe and it is appropriate to do so.
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 - CoResponder will document name and details of conversation with staff person receiving warm hand-off.
 - CoResponder will assist and coach the officer (as needed) in filling out any paperwork required by the facility.
 - Safety Plan:
 - If it is determined that the individual is appropriate for a safety plan the CoResponder will collaborate with the officer (as appropriate), the individual, and anyone the individual identifies (as appropriate).
 - CoResponder's use of a Custody Authorization:
 - CoResponders use of a Custody Authorization in the absence of completing a detention is to be avoided unless there is sufficient and imminent risk that if the individual is not taken in to custody that there is likely and expected harm. When a Custody Authorization is completed the CoResponder will coordinate with the officer to arrange transport. In most cases this will include having an ambulance dispatched but is at the discretion of the officer to provide transportation. CoResponder will arrive at destination facility with or shortly after the arrival of the individual to coordinate with an identified social worker. CoResponder is responsible for coordinating follow up for continued investigation pending medical clearance. Complete DCR investigation as required/indicated by including documentation, paperwork, and coordination with medical personnel.
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 - CoResponder and TPD officer will determine if and when the CoResponder should be returned to the TPD so that the TPD officer can continue normal patrol duties.
- CoResonder Detaining in the Field:
 - CoResponder is to follow all the policies and procedures of conducting and completing a mental health detention as is expected, this includes:
 - Arriving with or shortly after the detained individual at the identified facility to coordinate with that facility's social worker.

- It is to be clearly stated that the individual is detained and follow up is to occur by contacting the CoResponder directly.
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 - CoResponders will prioritize follow ups by assessed need and provide an update to referring officer as appropriate.
 - Follow ups are intended to identify the best resources for clients to be referred to and to assist with coordinating those resources.
 - CoResponders do not carry a case load and ongoing follow up is at clinician discretion.

Exhibit B- Compensation and Method of Payment

- 1. For all co-responder services set forth in Exhibit A, the Contractor will be paid a prorated amount from April 24, 2023 to December 31, 2023, based on the full year contract rate of \$102,000 per year for 2023.**

- 2. The Contractor shall invoice the city by the 10th day of each month following the month of service.**