



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

- ◆ Jovita McConnell, Chair
- ◆ De'Sean Quinn
- ◆ Hannah Hedrick

Distribution:
 J. McConnell Mayor McLeod
 D. Quinn M. Wine
 H. Hedrick A. Youn
 L. Humphrey

AGENDA

MONDAY, JUNE 10, 2024 – 5:30 PM

ON-SITE PRESENCE: TUKWILA CITY HALL HAZELNUT CONFERENCE ROOM 6200 SOUTHCENTER BOULEVARD	REMOTE PARTICIPATION FOR THE PUBLIC: 1-253-292-9750, ACCESS CODE: 936039108# Click here to: Join Microsoft Teams Meeting For Technical Support: 1-206-433-7155
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Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. National Criminal History Improvement Program (NCHIP) Grant Agreement <i>Rebecca Hixson, Senior Manager, Police Support Operations</i>	a. Forward to 6/17 Regular Meeting Consent Agenda.	Pg.1
b. Contract amendment with Xplor Recreation (formerly PerfectMind). <i>John Dunn, Recreation Superintendent</i>	b. Forward to 6/17 Regular Meeting Consent Agenda.	Pg.15
c. 2024 1 st Quarter Police Department Report. <i>Eric Drever, Police Chief</i>	c. Discussion only	Pg.27
d. 2024 1 st Quarter Parks and Recreation Department Report. <i>Pete Mayer, Deputy City Administrator/Parks & Recreation Director/Acting Public Works Director</i>	d. Discussion only	Pg.33
2. MISCELLANEOUS		

Next Scheduled Meeting: *July 8, 2024*



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: Eric Drever, Chief of Police

BY: Rebecca Hixson, Senior Manager of Police Support Operations

CC: Thomas McLeod

DATE: June 3, 2024

SUBJECT: NCHIP FY23 Grant Award Acceptance

ISSUE

Tukwila Police Department has been awarded the FY23 National Criminal History Improvement Program grant which will provide 100% funding (no match) for the salaries/benefits of the PD's Records Disposition Research Specialist contracted position. City policy requires that Council provide the Mayor with their approval prior to signing the agreement.

BACKGROUND

Per the State of Washington, the purpose of this grant is to "improve criminal history information in state and federal files through disposition work, records order execution, and correcting booking information."

The Police Department has been the recipient of this grant for several years and has achieved a great deal of success towards the State's listed goals for the program. The Police Department is at 88.91% compliance (10% above the state average) with linking arrest events to the disposition or final decision on the case because of the Records Disposition Research Specialist's work.

DISCUSSION

The Police Department takes over 9,000 police reports every year, some of which require corrections, additions, or dispositions to the reports themselves and/or to the associated criminal histories. It is the responsibility of our Records Disposition Research Specialist to evaluate the reports for necessary changes and then to implement them.

This grant provides 100% of the payroll expenditures for the Records Disposition Research Specialist and allows the Police Department to continue our current level of service to the Community and to other agencies.

FINANCIAL IMPACT

The total amount of the grant is \$86,030.61 with a term of April 1st 2024 through September 30th 2025. There is no matching requirement and the funding will be provided to Tukwila via reimbursements. We anticipate no net budgetary impact.

RECOMMENDATION

The Police Department requests that Council authorize the Mayor to execute the grant agreement at the 6/10/24 CSS meeting and 6/17/23 Consent Agenda meeting.

ATTACHMENTS

NCHIP FY23 Grant Agreement (as reviewed and approved by City Attorney)
NCHIP FY22 Grant Annual Reporting

**WASHINGTON STATE PATROL
FEDERAL GRANT SUBRECIPIENT AGREEMENT**

WSP Agreement	K20066	Subrecipient Number	
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FEDERAL GRANT

Federal Grant Award Name National Criminal History Improvement Program (NCHIP)		CFDA Number(s) 16.554	Award Year 2023
Award Number 15PBJIS-23-GK-01456-NCHI	Award Date	Award Amount \$2,624,133.00	Performance Period 10/01/2023 – 09/30/2025
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

WASHINGTON STATE PATROL (WSP)

WSP Project Director Name and Title Ms. Deborah Collinsworth WSP CRD Assistant Division Commander	WSP Project Director Address WSP Criminal Records Division PO Box 42619, Olympia, WA 98504-2619
Telephone (360) 534-2102	E-mail Address Deborah.Collinsworth@wsp.wa.gov
WSP Administrative Contact Name and Title Mr. Adam Vigil Contract Specialist	WSP Administrative Contact Address WSP Budget and Fiscal Services PO Box 42602, Olympia WA 98504-2602
Telephone (360) 596-4084	E-mail Address Adam.Vigil@wsp.wa.gov

SUBRECIPIENT

Public Agency Name City of Tukwila	Statewide Vendor Registration Number
Location Address (zip+4) 6200 Southcenter Blvd Tukwila, WA/98188-2544	Mailing Address (zip+4) (if different from location address)
Contact Name Jake Berry	Data Universal Numbering System (DUNS) and Universal Entity Identifier (UEI) DUNS: 10207504 UEI:
Contact Telephone (206) 433-1808	Contact E-mail Pggrants@tukwilawa.gov
Additional Public Agency Contact Name Rebecca Hixson	E-mail Address r.hixson@tukwilawa.gov

SUBAWARD

Start Date 4/1/2024	End Date 9/30/2025	Maximum Agreement Amount Project Cost: \$86,030.61 Federal \$86,030.61
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This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.

FOR THE WASHINGTON STATE PATROL:		FOR THE PUBLIC AGENCY:	
WSP Signature	Date	Public Agency Signature	Date
Printed Name and Title For John R. Batiste, Chief		Printed Name and Title Insert	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/9/10

FY23 NCHIP GRANT SUBRECIPIENT AGREEMENT

1. **Definitions.**

“Agreement” means this Federal grant subrecipient agreement, including all documents attached or incorporated by reference.

“Equipment” means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of (a) the capitalization level established by the governmental unit for financial statement purposes, or (b) \$5,000.

“BJS” means the Bureau of Justice Statistics of the U.S. Department of Justice, Office of the Justice Programs, the grantor of National Criminal History Improvement Program (NCHIP) Grant funds.

“Public Agency” means the entity performing services to this Agreement and includes the Public Agency’s officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

“WSP” means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Statement of Work.** The Public Agency shall perform the services as set forth in the attached Exhibit A, Statement of Work.

3. **Special Terms and Conditions.** In addition to the terms contained in this Agreement, the Public Agency shall comply with the terms and conditions contained in Exhibit B, Special Terms and Conditions, which is attached hereto and incorporated herein.

4. **Billing Procedure.** WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Director. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Director. The invoice shall be in the format designated by WSP and shall include the following:

- a. description of the work performed
- b. activities accomplished
- c. progress of the project
- d. fees and expenses
- e. match amount as well as amount requested for reimbursement
- f. a copy of the Public Agency’s property record which includes the tag number that is assigned to the equipment
- g. reference to WSP’s agreement number.

The Public Agency shall submit the final invoice no later than forty-five (45) calendar days from the completion of the Project or no later than 45 days of the Agreement End Date.

5. **Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.

6. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

FY23 NCHIP GRANT SUBRECIPIENT AGREEMENT

7. **Certification regarding Debarment, Suspension or Ineligibility.** Federal funds are the basis for this Agreement. The Public Agency certifies that neither the Public Agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by WSP, the Public Agency shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Public Agency for this Agreement shall be incorporated into this Agreement by reference. Further, the Public Agency agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.sam.gov.
8. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
9. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
10. **Federal Funding Accountability and Transparency Act.** In order to comply with the Federal Funding Accountability and Transparency Act, the Public Agency shall provide to WSP the following information:
 - a. The Public Agency's Unique Entity Identifier;
 - b. The names and total compensation of the five most highly compensated officers of the Public Agency if the Public Agency in the preceding fiscal year received (i) 80 percent or more of its annual gross revenues in Federal awards; and (ii) \$25,000,000 or more in annual gross revenues from Federal awards; and (iii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986; and
 - c. Other relevant information specified by the U.S. Office of Management and Budget in subsequent guidance or regulation.
11. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
12. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
13. **Monitoring**
 - a. Visits and requests for documentation. WSP is responsible for monitoring Public Agency's compliance with grant requirements. Monitoring may consist of visits to Public Agency and routine requests for project documentation.
 - b. Maintenance of Records. During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of

FY23 NCHIP GRANT SUBRECIPIENT AGREEMENT

inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

14. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules,
This Agreement,
Exhibit A, Statement of Work;
Exhibit B, Special Terms and Conditions;
Any other provision of this Agreement,
Any document incorporated by reference, including:
 NCHIP award
 Public Agency's proposal.
15. **Personnel.** WSP personnel performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
16. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.
17. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
18. **Single Audit Act Compliance.** If the Public Agency expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Public Agency shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Public Agency shall:
 - a. Submit to the WSP Project Director the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - b. Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs..

FY23 NCHIP GRANT SUBRECIPIENT AGREEMENT

19. **Statewide Payee Registration.** The Public Agency shall register as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to:
<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
20. **Subcontracting.** Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.
21. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination
22. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. **Introduction.** The purpose of this Agreement is to provide Fiscal Year 2023 (FY23) National Criminal History Improvement Program (NCHIP) grant funds to the Public Agency in order to update and automate case outcomes from courts and prosecutors in state records and the FBI's Criminal History File.
2. **Scope of Work.** As described in the Public Agency's FY2023 NCHIP application, the Public Agency shall fund Disposition Reporting as described in the Project Budget section below.
3. **Project Budget.** WSP shall reimburse the subrecipient for the Federal Share of the following budget:

<u>Category</u>	<u>Item</u>	<u>Cost</u>
Personnel	Disposition Reporting	\$86,030.61
Total Cost	Total Cost	\$86,030.61
	Federal (Reimbursable) Amount	\$86,030.61

Indirect may be charged for total direct costs. As a local government, the Public Agency is required to prepare and retain its indirect cost proposal on file for review. If applicable, Public Agency shall use the approved federally recognized indirect cost rate negotiated between the Public Agency and the Federal Government or, if no such rate exists, either a rate negotiated between the WSP and the Public Agency, or a de minimis indirect cost rate as defined in 2 C.F.R. 200.414(f). Any changes to the indirect amount noted in the above budget will require an amendment.

The Public Agency Match may only be for allowable grant expenses. It is the Public Agency's responsibility to maintain records of the expenses used for match.

Expenditures may only occur within the categories listed above. Changes of up to 10 percent can be made without prior approval from WSP. Changes that exceed 10 percent will require the Public Agency to submit a budget change request to WSP for pre-approval.

4. **Equipment Management.**
 - a. Automated Biometric Identification System (ABIS) Equipment. Any ABIS equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information (ANSI/NIST-ITL 1-2007 PART 1) and other reporting standards of the FBI.
 - b. Title to Equipment. Upon successful completion of the terms of this Agreement, all equipment purchased by the Public Agency with Agreement funds will be owned by the Public Agency, or a recognized subrecipient for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
 - c. Use of Equipment. The Public Agency, or a recognized subrecipient, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment,

including all questions of liability.

- d. Equipment Records. The Public Agency shall maintain Equipment records that include: a description of the Equipment; the manufacturer's serial number, model number, or other identification number, including the tag number; the source of the Equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the Equipment and the percentage of federal participation in the cost; the location, use and condition of the Equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the Equipment. Equipment records shall be retained by the Public Agency for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Public Agency until all litigations, claims, or audit findings involving the records have been resolved. A copy of the Public Agency's record showing the above information of the purchased equipment is required when requesting reimbursement for the equipment.
- e. Inventories. The Public Agency shall take a physical inventory of the Equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Public Agency to determine the cause of the difference. The Public Agency shall, in connection with the inventory, verify the existence, current utilization, and continued need for the Equipment. The Public Agency shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated. The Public Agency will develop adequate maintenance procedures to keep the property in good condition.
- f. Disposition of Equipment. If the Public Agency is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
 - Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Public Agency with no further obligation to the awarding agency.
 - Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Public Agency shall compensate the U.S. Department of Justice for its share. The Public Agency shall contact WSP before equipment is disposed.

5. Reports.

- a. Semi-Annual Reports. The Public Agency shall submit to the WSP Project Manager semi-annual progress reports within 15 calendar days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31, for the life of this Agreement.
- b. Final Report. The Public Agency shall submit a final report to the WSP Project Director at the completion of the Project, documenting all relevant project activities during the entire period of support under this Agreement. The Final Report shall be in the format provided by WSP and shall include a summary and assessment of the program carried out with this Agreement, including how funds were actually used and data to support statements of progress. The final report is due no later than 30 days at the completion of the Project and no later than 30 days following the close of the Agreement.

SPECIAL TERMS AND CONDITIONS

1. Federal Funding.
 - a. Federal funds under this award will be used to supplement and not supplant local government funds. Grant funds may be used only for the purposes in the Public Agency's approved application.
 - b. If Public Agency has other active awards of federal funds or receives other federal awards during the period of performance for this award that are to be used in part or in whole for identical costs for which funds are provided under this award, the Public Agency shall promptly notify WSP in writing of potential duplication. If so requested, Public Agency must seek budget or project modification to eliminate inappropriate duplication of funding.
 - c. All recipients of federal funds shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations status. Pertinent restrictions are available at <https://www.ojp.gov/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2023> , and are incorporated by reference here.
2. Part 200 Uniform Requirements. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the Part 200 Uniform Requirements) apply to this FY 2023 award from OJP.
3. Financial Guide. The Public Agency agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
4. Personally Identifiable Information (PII) Requirement. The Public Agency must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Public Agency's breach procedures must include a requirement to report actual or imminent breach of PII to WSP no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
5. Procurement contract exceeding \$150,000. Public Agency is to obtain pre-approval from WSP for any procurement contracts that are in excess of \$150,000.
6. Requirements pertaining to prohibited conduct related to trafficking in persons. The Public Agency must comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons. Requirements and further details are posted on OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and are incorporated by reference here.
7. Equal Employment Opportunity Plan. The Public Agency acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Public Agency is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, U.S. Department of Justice, may result in suspension or termination of funding, until such time as the Public Agency is in compliance.
8. Employment Eligibility Verification. The Public Agency shall ensure that, as part of the hiring process that is funded with award funds, the Public Agency properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C.

- 1324a(a)(1) and (2). The Public Agency may choose to participate in E-Verify (www.e-verify.gov) to confirm employment eligibility for each position that will be funded by award funds.
9. Lobbying. The Public Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
 10. Federal False Claims Act. The Public Agency must promptly notify WSP of any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Agreement funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Agreement funds.
 11. Performance Measures. The Public Agency agrees to provide performance related data, as outlined in the program announcement to be used to measure the results of the project.
 12. Withholding Funds. The Public Agency understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis. Funds may also be withheld if the Public Agency fails to satisfactorily and promptly address outstanding issues from audits or investigations or reviews of DOJ awards.
 13. Consultant Rates. Approval of this Agreement does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by WSP prior to obligation or expenditure of such funds.
 14. Environmental Laws and Regulations. The Public Agency agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Agreement.
 15. Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), BJS encourages recipients and sub recipients of Agreement funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 16. Conferences. The Public Agency shall comply with all applicable laws, regulations, policies, and official DOJ guidance governing the use of federal funds for expense related to conferences, including the provision of food and/or beverages at such conferences, and costs of attendance.
 17. Non-disclosure Agreements. The Public Agency shall not require any employee or contractor to sign an internal confidentiality statement that prohibits or restricts the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
 18. OJP Training Guiding Principles. Any training or training material that the Public Agency develops or delivers with award funds shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees (<https://ojp.gov/funding/Implement/TrainingPrinciplesforGrantees-Subgrantees.htm>).
 19. Reprisal. The Public Agency, in compliance with 41 U.S.C. 4712, shall not discriminate against an employee as reprisal for the disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal grant.

20. Subrecipients.

- a. General. If the Public Agency is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Public Agency shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal. Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Public Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Public Agency and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 54. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)
- b. "High Risk" Designation. If the Public Agency is designated a "high risk" by a federal grant-making agency outside of DOJ during the course of this award, the Public Agency must disclose the fact to WSP. The Public Agency agrees to comply with any additional requirements may be imposed by the DOJ or WSP.
- c. Overpayments. If it is determined by WSP, or during the course of a required audit, that the Public Agency has been paid unallowable costs under this or any Program Agreement, WSP may require the Public Agency to reimburse WSP in accordance with 2 CFR Part 200.
- d. The Public Agency, if a law enforcement agency, shall have been certified or in the process of being certified by an approved independent credentialing body.

ATTACHMENT 2

NCHIP FY22 Grant – Annual Report

The Records Disposition Research Specialist focus in 2023 involved updating criminal history records with correct booking and disposition information; completing all steps required of orders to seal, vacate, destroy, and delete; and reviewing TID/Booking Files to ensure all information was submitted to Washington State Patrol. All projects, associated tasks and statistics accomplished in 2023 by the Records Disposition Research Specialist are outlined below:

Project	Task	Category	Q-1	Q-2	Q-3	Q-4	2023 Total
Update Criminal History Records	Process Disposition Reports	SCORE Jail	193	274	279	222	968
		KCSO	9	9	5	10	33
		TPD			6	2	8
	Research in the Criminal History Record: Backlog Documents and Destruction Case Files	Incorrect Arrest Data & Missing Dispositions	1,174	300	12	114	1600
	Create / Submit Correction Notices to Washington State Patrol	New Arrests	193	266	268	229	956
		Backlog Documents	270	19		7	296
	Submit Dispositions to Washington State Patrol	Backlog Documents				38	38
	Disposition found after Research	Send Request to TMC to Submit Disposition		116		6	122
Upload Project – Tukwila Police Department’s Record Management System - Spillman	Backlog Court Dispositions	KCPAO		71	132	291	494
	Current Court Dispositions	TMC Prosecutor				33	33
	Booking Photos	SCORE Jail and KCSO	148	180	183	169	680
Laserfiche Project	Perform Quality Control	Case Files	50	289	117	295	751
Court Order Project	Orders to Seal, Vacate Misdemeanor, Vacate Felony, Delete, and Destroy	Catalog & Organize New Orders Received	7	2	8	9	26
		Create and Revise 5 Draft Document Policies	✓	✓	✓		
		Redact Hard Copy Files			5		5
TID/Booking File Project	Process Booking Files	Create Policy / Revise Policy	✓	✓		✓	
		Review Files				10	10
K-9 File Project	Reference Guidelines from the K9 Record Retention Consideration	Catalog, Sort, and Organize Contents of One Box of K-9 Files		✓	✓	✓	



TO: **Community Services & Safety**

FROM: **Pete Mayer, Parks & Recreation Director**

BY: **John H Dunn III, Recreation Superintendent**

CC: **Mayor Ekberg**

DATE: **June 10, 2024**

SUBJECT: **Contract Amendment with Xplor Recreation**

ISSUE

Seeking approval for the mayor to sign the contract amendment for PerfectMind (Xplor Recreation) mobile application software to be added to existing program registration software for the Parks & Recreation Department.

BACKGROUND

The council approved the original 5-year contract (16-184) on 12/12/16 and the extension for another 5 years on 10/18/21. This contract and extension were for the department registration software that is used for recreation programs, rental reservations, membership sales & check in, and point of sale through a cloud-based system. The current contract will expire on 12/30/26.

DISCUSSION

The department staff are looking to expand the customer service experience by adding a mobile app to the software system. This mobile app will provide an intuitive and responsive interface between the client and our system. It will also provide easier management for the client to access their information, schedule and easy registrations via the app. Fitness tracking will also be made easier as clients will no longer have to carry a membership card in their wallet. The app will include membership bar codes on the phone to scan when checking in.

FINANCIAL IMPACT

This amendment will be in effect for the remainder of FY24, as well as FY25 and FY26, through when the current contract (16-184) ends on December 31, 2026. The annual fee for the mobile app service is \$8,000 which will be prorated based on the launch date of the app. Furthermore, Section 2.3.1.4 allows PerfectMind to: "Increase the App Fee annually by 5% or CPI, whichever is greater". Assuming an app launch of 7/1/24 and 5% App Fee raises each year on January 1st, the new general fund outflows generated by signing of this amendment are:

FY24	FY25	FY26	Total
\$4,000	\$8,400	\$8,820	\$21,220

In sum, total financial impact against the General Fund for signing this amendment is estimated at \$21,220 through the end of Contract 16-184.

RECOMMENDATION

The Council is being asked to authorize the mayor to sign the contract amendment and consider this item for consent agenda at the June 17, 2024, Regular Meeting.

ATTACHMENTS

- Amendment to Agreement
- Current Contract Agreement 16-184(a)
- Mobile App Overview

**AMENDMENT TO
AGREEMENT FOR PARKS AND RECREATION
MANAGEMENT SOFTWARE SYSTEM**

This Amendment I to Platform as a Service & Professional Services Agreement ("**Amendment 1**") is dated **April 2, 2024** (the "**Amendment Effective Date**") by and between the City of Tukwila (the "Local Government") and PerfectMIND Inc. ("**PerfectMind**"). The Local Government and PerfectMind are also singularly referenced herein as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Local Government and PerfectMind entered into a Platform as a Service & Professional Services Agreement dated December 26, 2016 (the "**Agreement**") relating to the Local Government's use of PerfectMind's software as a service platform (the "**Platform**").
- B. PerfectMind has developed a white-labelled mobile app which allows the Local Government's customers/end users to interact with the Platform to book classes, manage their profile and perform similar tasks ("**App**").
- C. The Local Government wishes to use App and PerfectMind wishes to make App available for use by the Local Government.
- D. The Local Government and PerfectMind now desire to amend the terms of the Agreement, as set forth in this Amendment 1, to provide for the foregoing.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained in this Amendment I and other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

1. Definitions

Any capitalized term not expressly defined in this Amendment 1 shall have the meaning ascribed to it in the Agreement.

2. Amendments

- 2.1 PerfectMind will make the App available for use by the Local Government. The Parties acknowledge and agree that App will be provided to the Local Government as a New Features and Functions, to which a separate fee and separate terms will be applicable.
- 2.2 The definition of "Parks and Recreation Management Software" (PRMS) in the Agreement shall be amended to include reference to the App. The definition shall therefore be amended to read as follows: "*Parks and Recreation Management Software*" (PRMS) shall mean the software or technology platform, including any mobile application, provided by the Contractor as a service for the Local Government's use under this Agreement, as set out in the Schedules herein and, in respect of any mobile application, additionally as set out in the End User License Agreement in respect of that mobile application as notified by Contractor to Local Government from time to time."

- 2.3 "1.1 App Fee: The Local Government agrees to pay a setup fee of \$2,000 (the "App Fee") to PerfectMind for access to the App. However, if this agreement is signed before June 30th, 2024, PerfectMind will waive the App Fee.
- 1.2 Annual Fee: The annual fee payable by the Local Government for access to the App will be \$8,000 per annum. This fee will be prorated based on the date the Local Government gains access to the App.
- 1.3 Adjustment of App Fee: The App Fee will be due on the Amendment Effective Date and on every anniversary of the Amendment Effective Date thereafter. The final App Fee due on the last Amendment Effective Date anniversary before the end of the Term will be adjusted pro rata for the proportion of the year between such Amendment Effective Date anniversary and the final day of the Term.
- 1.4 Fee Increase: PerfectMind reserves the right to increase the App Fee annually by 5% or CPI, whichever is greater. During any extension term, the App Fee will be due and payable at the same time as the fees per section 7 of the Agreement.
- 1.5 Suspension or Termination: Notwithstanding any provision in the Agreement to the contrary, PerfectMind reserves the right to suspend or terminate access to the App in the event of any nonpayment of App Fees when due."

3. Miscellaneous

- 3.1 **Conflict.** Except as expressly described herein, the Agreement remains in full effect according to its terms. The Agreement and this Amendment 1 shall be read in concert to the fullest extent possible and be considered collectively as a singular agreement. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Amendment 1, the terms and conditions of this Amendment 1 shall prevail.
- 3.2 **Severability.** If any one or more of the provisions of this Amendment 1 are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Amendment 1, and this Amendment 1 shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The captions used in this Amendment 1 are for convenience and reference only and will not be deemed to limit, characterize or in any way affect any other provision contained herein. All provisions of this Amendment 1 will be enforced and construed as if no caption had been used. This Amendment 1 will be assigned automatically and only upon the assignment of the Agreement according to its terms.
- 3.3 **Entire Agreement.** The Agreement, this Amendment 1 constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all previous negotiations, comments and writings by the Parties with respect to the subject matter referenced in each. The Agreement and this Amendment 1 may be changed only by a written agreement signed by both Parties. No oral agreement or conversation with any officer, agent or employee of the Local Government, either before or after the execution of the Agreement or this Amendment 1, shall affect, alter or modify the obligations hereunder.
- 3.4 **Counterparts and Electronic Transmission.** This Amendment 1 may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and the Parties may deliver executed copies of this Amendment 1 by means of electronic transmission and such copies will have the same effect as an originally executed document

TO WITNESS THEM AGREEMENT, the Parties have duly executed this Amendment 1 effective as of the date first above written.

PerfectMind Inc

City of Tukwila

By: _____

By: _____

Name: _____

Name: _____

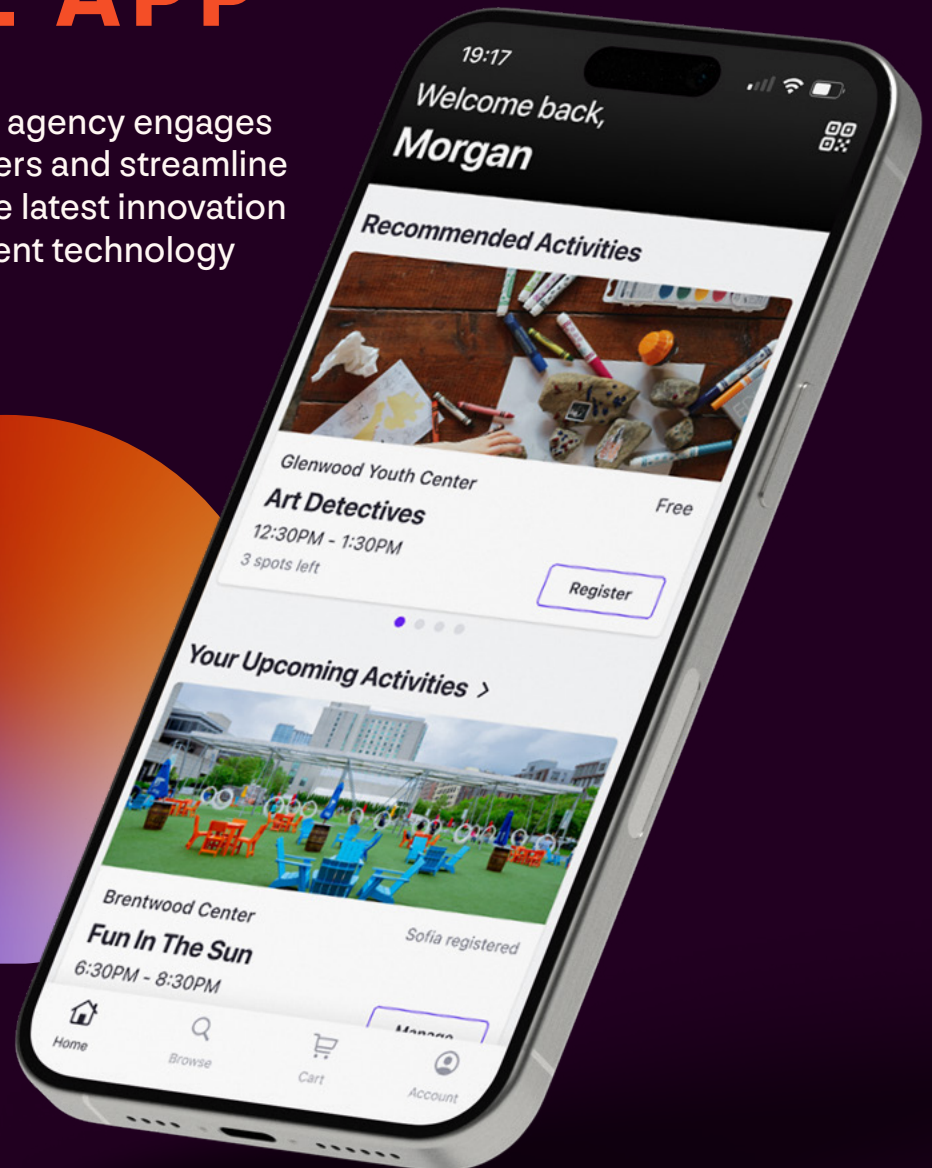
Title: _____

Title: _____



THE XPLOR RECREATION MOBILE APP

Revolutionize how your agency engages your community members and streamline your operations with the latest innovation in recreation management technology



WHAT IS IT?

The Xplor Recreation Mobile App is your agency's gateway to intuitive, efficient recreation management technology that's tailored to meet the evolving expectations of your community members.

Natively built on iOS and Android, your custom-branded Mobile App will empower your community members to effortlessly self-serve all their parks and recreation needs.

The Xplor Recreation Mobile App seamlessly integrates into the Xplor Recreation platform with no additional workflows required to support programming or account management from your custom app.

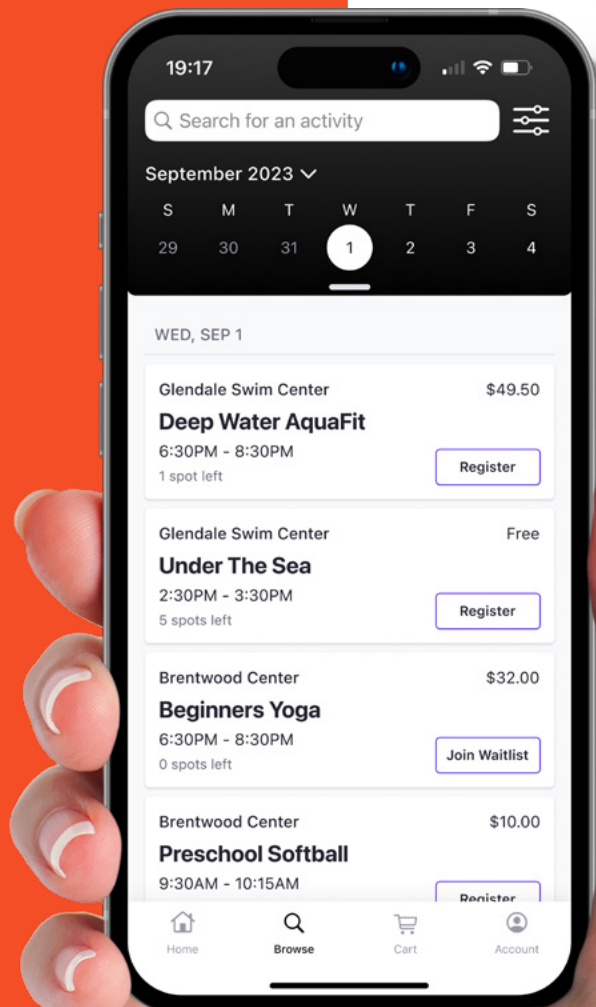
WHY DID WE BUILD IT?

Our purpose is to help agencies enhance client engagement and make life easier for their staff through innovative and user-friendly software solutions.

In a digital era where over 70% of Americans shop online, and 42% of millennials make most of their purchases from their phones, we recognize the changing expectations of your community members.

We aim to support you in exceeding your community's expectations by continuously evolving our technology. While Xplor Recreation's online registration functionality already provides a seamless, easy-to-use, mobile-responsive experience, we've identified a critical gap in the parks and rec technology market.

Recognizing the need for a truly-native mobile app solution, we're proud to be the pioneers in bridging this gap - offering a cutting-edge native iOS and Android mobile app experience to parks and rec agencies. This leap forward presents undeniable benefits to agencies and a significant advancement in parks and rec tech.



HOW IS IT DIFFERENT?

You might be thinking, “Don’t other recreation management solutions already offer mobile apps?”
The answer: Sort of.

There are two key differences between the Xplor Recreation App and other options in the market:

1. Your agency’s version of the Xplor Recreation Mobile App is **custom-branded** and **exclusive to your offerings alone**, unlike some of the other options offered by recreation management platforms which offer an app that is shared by 100s of agencies in one app - kind of like what Uber Eats does for restaurants.
2. The Xplor Recreation Mobile App is **natively built, end-to-end for iOS and Android devices** meaning your community members can manage everything from account updates, to registration, and payment without ever leaving the app. Other Mobile Recreation Apps are usually hybrid apps - meaning a portion of the experience is directly within an app and the remainder managed through a web app.

NATIVE APP ADVANTAGES



- Provide users with the best performance - faster speeds, heightened responsiveness, and improved accessibility
- Peace-of-mind with better security - Native apps are more secure because they are required to comply with iOS and Android standards to be approved in the App Stores
- Direct integration of phone features - native apps integrate with features like push notifications, dark mode, text sizes adjustment, camera and mic access, and GPS
- Seamless user experience - From browsing, to booking, and payment everything unfolds within the app, ensuring a consistent end-to-end experience

BENEFITS TO YOUR COMMUNITY MEMBERS

The Xplor Recreation Mobile App empowers your clients to take control of their recreation needs conveniently, at any time and from anywhere.

YOUR CUSTOM-BRANDED MOBILE APP LETS CLIENTS:

- Effortlessly, browse, register, and pay for programs through an intuitive, user-friendly interface from their mobile devices
- Engage with your offerings regardless of their abilities with a mobile app that adheres to DEI Accessibility standards
- Easily find activities with AI-Powered smart search via text or voice inputs
- Receive AI-Generated activity recommendations based on their interests
- Get timely updates from your staff through real-time and automated push notifications
- Check into your facilities by scanning their devices - no more wasteful membership cards!



BENEFITS TO YOUR AGENCY

Streamline your parks and rec operations, allowing your staff more time to focus on delighting your community members. Enable your clients to self-serve their family's recreation needs with ease and check into your facilities.

WITH XPLOR RECREATION'S MOBILE APP, YOUR STAFF CAN:

- Effortlessly create and manage programs from the Xplor Recreation platform that will show on your online registration portal and mobile app
- Reduce in-person and over-the-phone program and facility inquiries by offering another method of intuitive, easy-to-use self-serve experience
- Enhance your clients' check-in experience and eliminate bottlenecks at your front desk
- Save time and reduce waste and costs by eliminating the need for membership cards
- Keep clients in-the-loop about important updates with automated and ad-hoc push notification
- Offer the modern, intuitive recreation management experience your clients expect and deserve



Frequently Asked Questions

Q: Will my agency have its own app or is it shared with other agencies?

A: Your agency will get its very own app, available on iOS and Android.

Q: Can I customize the branding of the mobile app?

A: Your mobile app will be custom-branded to match the exact look and feel of your agency's brand.

Q: Will we have to manage programs, activities, memberships etc. separately from the Xplor Recreation platform?

A: No. Everything you manage in your Xplor Recreation account will automatically update in your CRM, online experience, and mobile app. There is no additional work required to manage your app.

Q: How much does the mobile app cost?

A: The pricing of the mobile app depends on a variety of factors. Book a demo to get accurate pricing for your agency.



Want to learn more about the Xplor Recreation Mobile app?

Explore the countless ways our mobile app can empower your community members and streamline your staff's workload. Schedule a brief introductory demo today to get started!

BOOK A DEMO TODAY

 **xplor**
recreation

Tukwila Police Department

Community Services and Safety Committee

Quarterly Information Brief

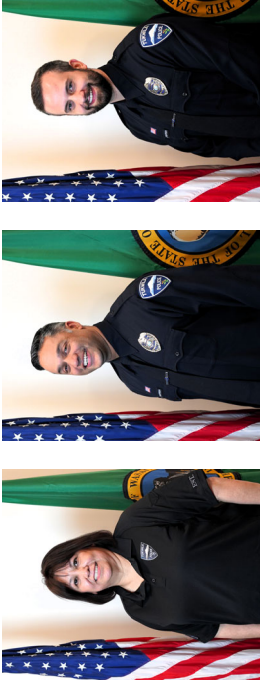
First Quarter, 2024



FIRST QUARTER HIGHLIGHTS

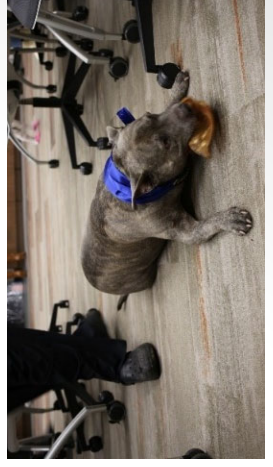
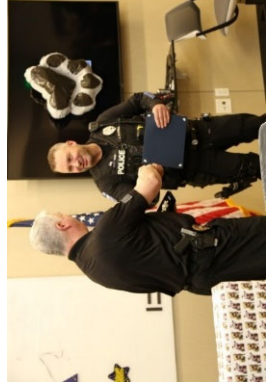
Staffing

- Several oral boards and interviews conducted
- New Records Specialist
- Two new entry level officers
- Four officers graduated from academy



Recognition

- Employees Of The Quarter
- Employee Of The Year



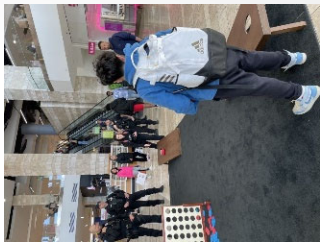
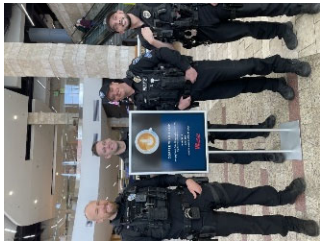
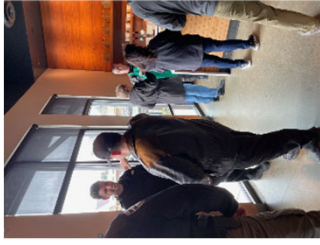
- Certificate of Commendation
- Distinguished Service Medal



FIRST QUARTER HIGHLIGHTS

Community Engagement

- Homeless Camps Response
- Continued Outreach
- Community Engagement Meetings:
 - Riverton Park Church
 - COPCAB
 - Mall Management
 - SHAG
 - Tukwila School District
 - Theft 3 and mall Safety
 - Tukwila King County Library System
- MHP Co-Responder Program
- Community Events
 - Community Police Academy
 - Coffee With A Cop
 - TPD/FHS Basketball Game



FIRST QUARTER HIGHLIGHTS

□ Significant Operations & Events

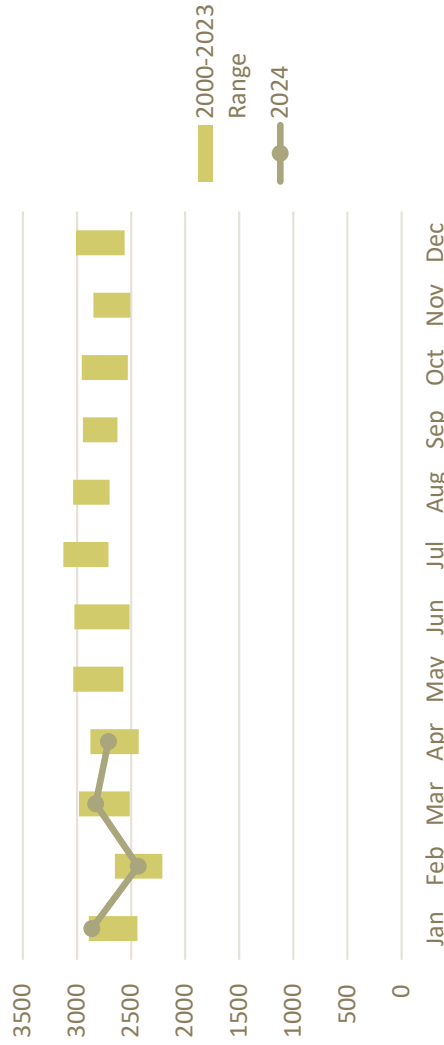
- Regional Partnership
 - Valley Chiefs Valley Chiefs' executive meetings (VNET, SWAT, VIIT, SCORE)
 - King County Police Chiefs and Sheriff Assoc.
 - Valley Communication
 - Regional Organized Retail Theft
- Department Meetings
 - PD Town Hall
 - PD Leadership Meeting
- Investigations
 - Homicide Investigations
- Flock Automated License Plate Reader Cameras
- Public Disclosure Requests





FIRST QUARTER CRIME STATISTICS

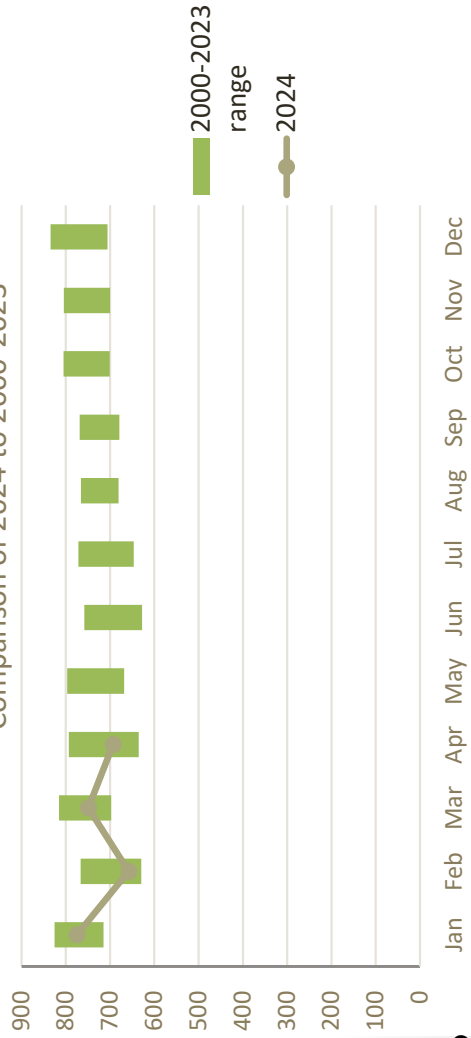
Calls for Service by Month
Comparison of 2024 to 2000-2023



Calls for service for the first quarter of 2024 were very similar to the first quarters of 2022 and 2023.

Case reports (online and officer-created) for the first quarter were within range as compared to previous first quarters.

Case Reports by Month
Comparison of 2024 to 2000-2023



[These charts show the current year (line) as compared to previous years (rectangles). This gives perspective as to a normal range as calculated over the past years.]



Questions?



INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**
CC: **Tom McLeod, City of Tukwila Mayor**
FROM: **Kris Kelly, Acting Parks & Recreation Director**
BY: **David Rosen, Parks & Recreation Analyst**
DATE: **June 4, 2024**
SUBJECT: **Parks & Recreation Department FY24 Q1 Report**

BACKGROUND

The Tukwila Parks & Recreation Department intends to update the Community Services and Safety Committee on its current operations, work planning, upcoming events and programming, as well as highlights of work done in Fiscal Year 2024 Q1.

DISCUSSION

Fiscal Year 2024 Q1 highlights will be shared from across Parks & Recreation’s operations. We continue to be extremely proud of our staff’s continuous and dedicated efforts in serving our community. Work continues throughout the organization to optimize work processes, expand efficient use of technology for internal and external stakeholder benefit, and explore new partnerships with organizations throughout the area to provide the Tukwila community with Good, Healthy, Fun throughout our parks and trails system.

Staff welcomes questions and discussion.

FINANCIAL ANALYSIS

N/A

RECOMMENDATION

Briefing only.

ATTACHMENTS

A --- 2024 P&R FY24 Q1 Report PDF

Tukwila Parks & Recreation

2024: First Quarter Report



YOUTH & TEENS: WELLNESS & ENRICHMENT



65

Youth served by the **After School Activities Program** (ASAP).

2023: 40



603

Participants in **Teen & Youth Enrichment Programs.**

Kung Fu, Piano/Guitar Lessons, Youth/Preschool Dance, Tumbling, Beginning Acrobatics

2023: 396

Kung Fu, Piano Lessons



1008

Participants in **Youth Sports Programs.**

i9 Sports, TSD Intramurals

2023: 895

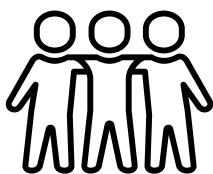
Little Hoopers, 3x3, TSD Intramurals



703

Participants in **Teen Late Night.**

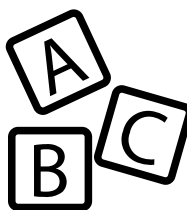
2023: 545



547

Participants in **Teen After School Room.**

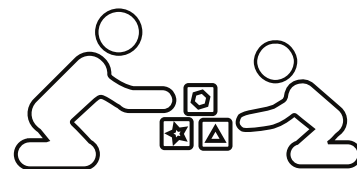
2023: 262



10

Children served by **Preschool Program.**

2023: 10

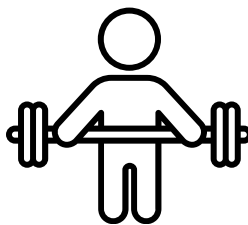


163

Children and families served by **Preschool Enrichment Classes.**

2023: 70

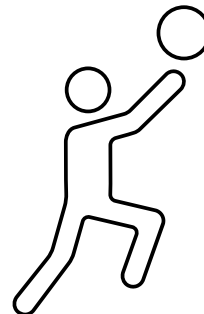
ADULT WELLNESS



2,657

Adult Group Fitness Class visits.

2023: 2,366



2,645

Adult Athletics program visits.

Volleyball, Basketball, Pickleball

2023: 2,319

Tukwila Parks & Recreation

2024: First Quarter Report



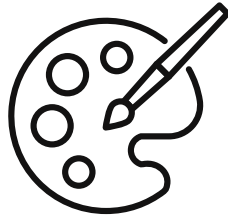
SENIOR ADULTS: WELLNESS & ENRICHMENT



951

Senior adults served by **Fitness & Wellness Programs.**

2023: 884



17

Senior adults participating weekly in **Senior Enrichment Programs.**

Watercolor Painting,
Ukulele

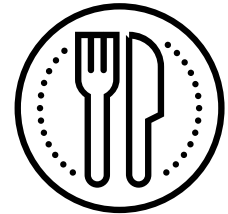
2023: 27



288

Senior adults participating weekly in **Trips, Tours, and Social Events.**

2023: 212



738

Senior adults participating weekly in **Meal Programs.**

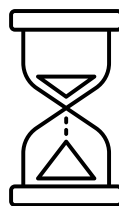
Meals on Wheels, Duwamish Curve Cafe

2023: 843

HEALTHY GREEN SPACES



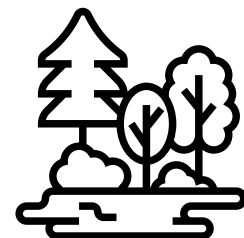
The partnership – including the City of Tukwila, nonprofits, community groups, businesses, Forest Stewards, and volunteers – cares for and protects our green spaces.



1,658

Total **Stewardship Volunteer and Work Crew Hours.**

2023: 869



609

Total **Native Trees & Plants Planted.**

2023: 154

Tukwila Parks & Recreation

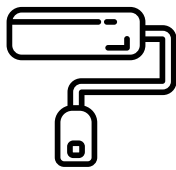
2024: First Quarter Report



HEALTHY GREEN SPACES

OUR PARKS

Tukwila is home to over 150 acres of open space including parks, multi-use trails, Foster Golf Links, and the Tukwila Community Center.



229

Square feet of Graffiti Removed.

2023: 104



15,900

Pounds collected: Litter from Park Garbage Containers.

2023: 10,100



4,665

Pounds collected: Improperly Disposed Litter .

2023: 2,530

FOSTER GOLF LINKS



\$230,247

Amount of Total Sales.

Cart Fees, Gift Cards, Green Fees, Membership, Packages, Pro Shop, Rentals

2023: \$248,271



6,585

Total number of Rounds Played.

2023: 7,357



3,344

Amount of Total Rentals.

Golf Carts, Push Carts, Clubs

2023: 3,507

