

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Josh Peters, County Administrator

From: Monte Reinders, Public Works Director 

Agenda Date: August 25, 2025

Subject: Agreement for Robotic Athletic Field Marking Machine

Statement of Issue: Parks and Recreation researched and selected a robotic athletic field striping machine called "Turf Tank". An annual rental agreement for the machine has been prepared and is ready for review and approval by the BoCC.

Analysis/Strategic Goals/Pro's & Con's: Staff tested the Turf Tank and support its use. The machine needs one person to fill it with paint and set it up. It can autonomously stripe a football field in approximately 1.5 hours while the staff member does something else. This is compared to the 6 hours it takes two staff members to complete the same task. The Turf Tank will be used at both Memorial Field and HJ Carroll Park for football and soccer. Field users will appreciate the clean bright lines. It can also paint numbers and logos if desired.

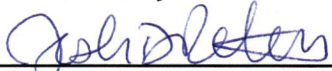
Fiscal Impact/Cost Benefit Analysis: The annual lease is \$11,000 and includes support and a comprehensive warranty. The average annual cost of the aerosol paint currently used is \$10,500. The machine will free-up approximately 132 hours of staff time over the course of the year. Memorial Field and HJ Carroll are critically important athletic facilities for youth and adults. In 2024 Memorial Field was used for 112 days of athletic events, and HJ Carroll was reserved for 67 days of soccer games and 27 days of softball games. Multiple games are played on each day at each location. Parks and Recreation will have the same number of maintenance staff in 2026 as it did in 2008. By three independent criteria, park use has tripled in that same time period. Park amenities like the JUMP! playground and the expansion of Gibbs Lake Park have also increased maintenance. The support of county leadership and innovations like this will continue to help parks and recreation rise to the challenge.

Recommendation:

Approve the rental agreement and return it to Public Works for signature by Turf Tank Inc.

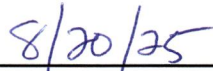
Department Contact:
Matt Tyler, 385-9129

Reviewed By:



Josh Peters, County Administrator

Date



8/20/25

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Turf Tank USA Inc

Contract No: N/A

PW2025-072

Contract For: Rental agreement for robotic field striping machine Term: 8/6/25 to 8/6/28

COUNTY DEPARTMENT:	Public Works
Contact Person:	Matt Tyler
Contact Phone:	360-385-9129
Contact email:	mt Tyler@co.jefferson.wa.us

AMOUNT: \$11,000/year for 3 years, (can be canceled at the end of any year)

PROCESS:

☒	Exempt from Bid Process
☐	Cooperative Purchase
☐	Competitive Sealed Bid
☐	Small Works Roster
☐	Vendor List Bid
☐	RFP or RFQ
☐	Other: _____

Revenue: _____
Expenditure: 174 57520.45000
Matching Funds Required: n/a
Sources(s) of Matching Funds: _____
Fund #: _____
Munis Org/Obj: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒ Matt Tyler 8/6/25
Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒ Matt Tyler 8/6/25
Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 8/20/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 8/20/2025.
Rental agreement resubmitted after revisions made to choice of law provision and auto renewal terms. Thank you for making the changes.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



Turf Tank USA Inc.



Appendix to Rental Agreement on Turf Tank autonomous line marking robot

Appendix (A) – Annual Appropriation Clause; Right of First Refusal

Customer represents that funds either are, or can and will be, obtained in amounts sufficient to make all Rental Payments during the Rental term in each fiscal year. If Customer's official governing body fails to appropriate Customer funds for the succeeding fiscal year to meet all payment obligations under the Rental Agreement for such fiscal year, as determined by Customer in good faith, Customer may terminate the Rental Agreement at the end of the then-current fiscal year, by giving ninety (90) days prior written notice to Lessor; provided that prior to any such termination of the Rental Agreement, the parties agree to meet and discuss such shortfall of funds and the effect of such shortfall on Customer's ability to pay the Rental Payments for the subsequent fiscal year. Customer's written notice of termination will include a signed statement by Customer's President, or another authorized individual of Customer, confirming termination of the Rental Agreement due to a loss of funding or appropriations to make the Rental Payments for the Equipment and services described in the Rental Agreement, and such statement will ensure Customer will not purchase such related equipment or services for the remainder of the fiscal year for which Customer has certified the lack of funding or appropriations applies. Upon termination of the Rental Agreement, Customer will be responsible for the payment due prior to the end of the 90-day notice period referred to above. Upon the occurrence of this event, Customer shall, at Customer's cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to Lessor in accordance with the terms set forth in the Rental Agreement.

During the term of the Rental Agreement and for a period of two (2) year thereafter, Customer will not, directly or indirectly, enter into any agreement or consummate any transaction, or accept an offer from, a third party for equipment or services **(related to field painting)** (a "Third Party Transaction") without first complying with this Appendix A.

If Customer proposes to enter into any bona fide Third Party Transaction, then at least sixty (60) days prior to the closing of such Third Party Transaction, Customer shall provide Lessor with written notice of such proposed Third Party Transaction (a "ROFR Notice"). Each ROFR Notice shall include the identity of all proposed parties to the Third Party Transaction and the material financial and other terms and conditions of such Third Party Transaction (the "Material Terms"). Each ROFR Notice constitutes an offer made by Customer to enter into an agreement with Lessor on the Material Terms (the "ROFR Offer").

At any time prior to the expiration of the thirty (30) day period following lessor's receipt of the ROFR Notice (the "Exercise Period"), Lessor may accept the offer by delivery to Customer of a written notice of acceptance of the ROFR Offer, executed by Lessor. Upon Lessor's acceptance of a ROFR Offer, Customer and Lessor will use reasonable commercial efforts to execute an agreement that incorporates the Material Terms and such other terms and conditions as are customary in transactions of a similar size and nature.

If, by the expiration of the Exercise Period, Lessor has not accepted the ROFR Offer, and provided that Customer has complied with all of the provisions of this Appendix A, at any time during the thirty (30) day period following the expiration of the Exercise Period, Customer may consummate the Third Party Transaction with the counterparty identified in the applicable ROFR Notice, on terms and conditions that are the same or more favorable to Customer as the Material Terms set forth in the ROFR Notice. If such Third Party Transaction is not consummated within such thirty (30) day period, the terms and conditions of this Appendix A will again apply and Customer will not enter into any Third Party Transaction during the ROFR Period without affording Lessor the right of first refusal on the terms and conditions of this Appendix A. This Appendix A shall survive the termination or expiration of the Rental Agreement and remain in full force and effect.

(Signature Page Follows)

For the Customer:

For the Lessor, Turf Tank USA Inc.

Title:

Rental Agreement Commencement Date

Full Legal Name:

Rental Agreement Number:

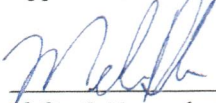
Accepted by and Date:

Accepted by and Date:

Customer Signature:

Lessor Signature:

Approved as to form only:

 for 08/20/2025
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney
Jefferson County, Washington



Rental Agreement

2025

CUSTOMER INFORMATION

Company Name [WA] Jefferson County Parks and Recreation		Country United States	Phone Number
Billing Address 623 Sheridan Street	City Port Townsend	State WA	Zip 98368
PALLET DELIVERY Address (Estimated Weight: Up to 400lbs.) 623 Sheridan Street	City Port Townsend	State WA	Zip 98368

EQUIPMENT INFORMATION

Equipment Description	Package Type	Record ID	Quantity
Turf Tank Two	Plus	8353480054	1

PAYMENT INFORMATION

Recurring

Turf Tank Two - Plus - 3 Years Subscription - With Paint (SKU:90301030211)

Price \$11,000.00

Includes:

- Unlimited Sports included
- Turf Tank Two + GPS Package
- Tablet (Samsung Galaxy Tab)
- 5.5 gal Paint Capacity
- Annual Paint Allotment Included: \$2,000 (White)
- Continuous Software Improvements
- Geometry Package included
- Free-form text creation included
- Training & Online resources included
- (2) Robot Batteries for Turf Tank Two
- Upgrade kit Included: 1x Suction Rod, 3x Ground Spikes
- Customer Support: Normal Business Hours (Mon-Fri)
- Major Components Warranty - Covered (See warranty document)
- Wear and tear warranty - 60 days covered (See warranty document)

Quantity 1

Total \$11,000.00

Maintenance Visit

Price \$750.00

Discount \$750.00

Quantity 1

Total \$0.00

Total Annual Value \$11,000.00

Total Contractual Value \$33,000.00

Total Number of Payments 3

Amount Due per Payment \$11,000.00

One-time

Implementation Fee

Price \$1,700.00
Discount 100 %

Includes:

- Configuration & Shipping of Robot
- Secure Inventory & Lock in Installation Date
- Product Training & Online Resources

Quantity 1

Total \$0.00

One-time total \$0.00

Fee 0 %

Total 1st Invoice \$11,000.00

TERMS AND CONDITIONS

1. Equipment and Services: NAME OF CUSTOMER: [WA] Jefferson County Parks and Recreation

("Customer" or "You") requires access to certain equipment and software and Intelligent Marking USA Inc. dba Turf Tank ("Turf Tank", "us" or "we") has the right to rent or sell the equipment listed above and, on any schedule, attached to this Agreement (the "Equipment") and to provide access to certain software embedded in the Equipment. Turf Tank ApS (the "Owner") holds full and unconditional title to the Equipment and all underlying software (see Section 3 below). This Agreement is effective on the date that it is accepted and signed by us, and the term of this Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above ("Initial Rental Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each an "Extended Term" and together with the Initial Term, the "Term") unless either party notifies the other party of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term or then-current Extended Term. Turf Tank grants you a limited, nontransferable, non-sublicensable right to use the Equipment and underlying software during the Term of this Agreement, subject to these terms and conditions.

2. Fees, Billing, and Payment Terms: The implementation fee and the initial Equipment subscription fee ("Service Fees") will be invoiced on the date of Equipment shipment and shall be payable Net 18 from the invoice date. At each Renewal Term, the Service Fees will be invoiced thirty (30) days prior to the anniversary of the install date and shall be payable Net 30 from the invoice date. In addition to Service Fees, you agree to pay when due, either directly or as reimbursement to Turf Tank, all sales, use and personal property taxes and charges in connection with the ownership and use of the Equipment, unless you provide us with a copy of your valid tax-exempt certificate. Any such applicable charges will be reflected on invoices issued to you. You agree to pay all undisputed charges on a timely basis. You shall provide written notice of, and the basis for, any such good faith disputed amount, (via e-mail at billing@turf-tank.com) within forty-five (45) days of the date of the invoice. The parties will reasonably and expeditiously work to resolve the dispute. Failure of Turf Tank to invoice you in a timely manner for any amounts due under this Agreement shall not be deemed a waiver by Turf Tank of its rights to payment and all outstanding amounts shall remain due and payable in full by you.

3. Title: The Owner, a Danish private limited company validly incorporated under the laws of Denmark with a company registration no. 36722436 and a registered address at Skjoldet 20 DK9230 Svenstrup J, has full and unconditional title to the Equipment and software.

4. Equipment Use, Maintenance, Warranties and Data Access: During the Term, Turf Tank hereby transfers to you any manufacturer warranties to the extent the same are provided to us by Owner, and such warranty coverage is set forth on Subscription Warranty document to this Agreement ("Warranty"). You shall promptly notify us of any defect or issue related to the Equipment covered by Warranty ("Warranty Claim") and Turf Tank will, at our option, and as our sole and exclusive liability and your sole and exclusive remedy, either repair the defect or issue, or replace the Equipment. Aside from items covered by Warranty, you shall, at your cost, keep the Equipment in good working condition, including maintaining all supplies and repairs. You hereby acknowledge and consent to the acquisition by us or Owner of certain data generated from your operation of the Equipment ("Usage Data"). You agree that we or Owner shall own all rights in and to such Usage Data, and may access and use such Usage Data. The Warranty does not apply to any Equipment that has been: (i) subjected to (a) abuse, misuse, neglect, accident, (b) improper testing, installation, storage, or handling, (c) abnormal physical stress, environmental conditions or use contrary to any instructions issued by us; (ii) reconstructed, repaired or altered by any party other than Turf Tank; (iii) used with any third-party product(s), hardware or product that has not been authorized in writing by Turf Tank; or (iv) damaged or destroyed due to an event beyond your or our reasonable control.

5. Assignment: You shall not transfer, sell, sublease, assign, pledge, or encumber either the Equipment or any rights under this Agreement without Turf Tank's prior written consent. You agree that Turf Tank may freely sell, assign, or transfer this Agreement. The rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us, the Owner or any third party.

6. Risk of Loss; Limit of Liability: To the fullest extent permitted by applicable law, you are responsible for all risks of loss or damage to the Equipment and responsible and liable for any personal injury (including death), or real or personal property damage resulting from the Equipment, and if any such damages or loss occurs, you shall be required to satisfy all of your obligations under this Agreement. Neither we nor the Owners are responsible for any losses or injuries caused by the Equipment. In no event shall Turf Tank or Owner be liable to you or any third party for any lost profits, loss of data, special, consequential, exemplary, punitive, incidental, or indirect damages or costs (including legal fees and expenses) in connection with any claim arising from this agreement. The total cumulative liability shall not in the aggregate exceed the service fees paid by you to Turf Tank under this agreement in the twelve (12) months immediately preceding the event.

7. End of Agreement: At the end of the Term, you shall have the option to renew the existing agreement for an additional three (3) years at current rate or the Extended Term from section 1 takes effect and shall automatically renew for a maximum of one time for an additional twelve (12) months. If you choose to end agreement per section 1 conditions, you shall return the Equipment in Good Working Condition (as defined below) at your cost to the location we specify. The Equipment must be returned with accessories, parts, and major components that were originally delivered with the equipment. Major components consist of but not limited to the following – the control unit, rover, base station, robot batteries, etc. Any clear, visual damage to the Equipment that will require repair, as determined in Turf Tank's discretion, will be invoiced. Regular wear and tear is acceptable. "Good Working Condition" of Equipment means: (a) the base must be able to power on and connect to a minimum of 12 satellites; (b) the robot must be able to power on and connect to a tablet; (c) the robot must be able to run the standard installed plan; and (d) the tablet must be able to power on and connect to the robot.

8. Default and Remedies: You shall be deemed in default on this Agreement if: (a) you fail to pay any Service Fees or any other amount when due; or (b) you breach any other obligation under this Agreement or any other agreement with us. If you are in default, we may: (i) remotely disable the Equipment and/or its software so that it is unable to function for its intended use, (ii) escalate the aged debt to a third party collection agency, (iii) place any supplies, parts or service on hold, (iv) peacefully repossess the Equipment, and (v) pursue any and all other legal and/or equitable remedies for any unpaid balances, including court costs and legal fees.

9. Attorney Fees and Miscellaneous: This Agreement was made in the State of Georgia, is to be performed in WA and shall be governed in accordance with the laws of WA. Any action arising out of this Agreement shall be adjudicated in a court of competent jurisdiction in Jefferson County, Washington. You agree the Equipment shall only be used for your internal business purposes and not for personal, family or household use, and shall not be moved from the above location or a location under your control, without our consent. We, or whoever we authorize hereto, may inspect the Equipment during the Term of this Agreement. Any amendment or revision to this Agreement must be in writing and signed by both parties to be enforceable. You agree that a facsimile or electronic mail copy of this Agreement with facsimile or electronic mail signatures may be treated as an original and will be admissible as evidence of this Agreement.

10. Special Terms:

FIRST INVOICE DETAILS

1st Subscription Invoice	+	\$11,000.00
Implementation Fee	+	\$0.00
Other	+	
Total Payment Enclosed	+	\$11,000.00
☒ DUE NET 18 ☐ Other:		

CUSTOMER SIGNATURE

Full Name
Title
Date
Signature

TURF TANK REPRESENTATIVE

Full Name
Title Sales Manager
Date
Signature



PURCHASE TERMS & COMMENTS

INVOICE	INVOICE DETAILS
Implementation Fee Invoice & First Invoice	Implementation Fee & Subscription or Purchase Invoice will be issued at date of shipment with net 18 payment terms. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com .
Renewal Invoices	Subscription Renewal Invoices will be emailed to the billing contact on file 30-days prior to the subscription date with net 30 payment terms.

***Sales Tax is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

SUBSCRIPTION WARRANTY



Subscription Type	Basic	The Gridiron	Plus	Pro
Major Components				
Rover	✓	✓	✓	✓
Base Station	✓	✓	✓	✓
Control Unit	✓	✓	✓	✓
Harness	✓	✓	✓	✓
Robot Chassis	✓	✓	✓	✓
Complete Rear Wheel Mount	✓	✓	✓	✓
Battery Holder	✓	✓	✓	✓
GNSS Antenna	✓	✓	✓	✓
Actuator	✓	✓	✓	✓
Wheel Motor Set	✓	✓	✓	✓
Shell	✓	✓	✓	✓
Complete Rack & Pinion Holder	✓	✓	✓	✓
Control Panel	✓	✓	✓	✓
Disc Lift System	✓	✓	✓	✓
Robot Battery Charger	✓	✓	✓	✓
Complete Front Bumper	✓	✓	✓	✓
Complete Rear Bumper	✓	✓	✓	✓
Robot Battery	✓	✓	✓	✓
Tablet	✓	✓	✓	✓

Warranty Benefits & Coverage

Annual Site Visits	\$750/per visit	\$750/per visit	\$750/per visit	2x/year
Annual Service Kit	✗	✗	✗	1x/year
Wear & Tear Parts	30 days	60 days	60 days	90 days
Discount on Major Components	✗	✗	20%	40%
Discount on Wear & Tear Parts	✗	✗	20%	40%
Upon Delivery of Robot* (Wear & Tear Components)	✓	✓	✓	✓

All major components of the robot are covered under the standard subscription warranty. You shall promptly notify us of any defect or issue related to the Equipment covered by Warranty and Turf Tank will, at our option, and as our sole and exclusive liability and your sole and exclusive remedy, either repair the defect or issue, or replace the Equipment. **The Warranty does not apply to any Equipment that has been:** (i) subject to (a) abuse, misuse, neglect, accident, (b) improper testing, installation, storage, or handling, (c) abnormal physical stress, environmental conditions or use contrary to any instructions issued by us; (ii) reconstructed, repaired or altered by any party other than Turf Tank; (iii) used with any third-party product(s), hardware or product that has been authorized in writing by Turf Tank; or (iv) damaged or destroyed due to an event beyond your or our reasonable control.

* Upon delivery and training of the robot, each robot regardless of subscription type or robot type will be equipped with a new pump, valves, and tubes.

- **Standard Ground Shipping:** Covered by Turf Tank on warranty parts.
- **Overnight/Express Shipping:** Covered by customers at cost.
- **Service Kit:** Includes 1x Solenoid, 1x Suction Rod Assembly, 1x Tubing Set, 1x Pump.
- Warranty components will be invoiced upon shipment, and then credited or cancelled immediately upon return of the defective component back to Turf Tank.
- Warranty does not cover **labor cost**.
- Use of **non-approved paint** will void warranty on paint system: Pump, Suction Rod assembly, Solenoid, Tubing.
- **Custom Modifications** of Turf Tank robot will void warranty.
- Above Warranty does not cover **breakdowns and general repairs** directly caused by the owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and improper storage.
- All parts not mentioned on the list above is considered **Wear & Tear**.