**July 11, 2016 - Meeting between FCPA and the Westgrove PACK**

Attendees:
FCPA -  Phil Hager, Dan Sutherland, Todd Johnson, Linwood Gorham
Westgrove PACK - Kathy Seikel, Jeff Pandin Barry Spangler

The meeting was called by FCPA and held at FCPA’s Area 3 office.

**Partnership Agreement and Liability Issues**. Initial discussions focused on drafting a version of the Adopt-a-Field agreement to formalize FCPA’s relationship with PACK. FCPA expressed interest in minimizing liability for potential damage to property and/or potential injury to park users and neighborhoods in the vicinity of the park. FCPA is involved in a lawsuit related to alleged excessive noise coming from a county dog park and wants to minimize everyone's exposure to similar lawsuits. While FCPA can provide indemnity for individual volunteers, it cannot extend that indemnity to an organization like PACK.

Dan Sutherland stated that the PACK would be liable for any damages sustained as a result of structures paid for and installed by the PACK (such as the planned shed and sunshade) and for damages resulting from the turf surface maintained by PACK. He said that if we were willing to allow FCPA to use its approved contractor to purchase and install the sunshade they would assume ownership and liability. The PACK has identified another less expensive vendor for the sunshade and believes that this sunshade and its installation method conform with FCPA specs for wind tolerance, durability, and aesthetics. PACK representatives asked why FCPA could not take ownership and assume liability for the sunshade since it meets county specs, with PACK possibly taking responsibility for maintenance. Dan said he would look into this (presumably with FCPA attorneys) and get back to the PACK with a response. FCPA also said they would check with their procurement staff to find out if it would be permissible for FCPA to assume ownership and liability for purchases that comply with FCPA procurement specs but that are carried out by the PACK, suggesting that for low cost purchases (<$50K) this might be a possibility.

FCPA reminded PACK that individuals who volunteer at the dog park (including PACK board members and others) are covered by FCPA's personal liability insurance policy but said that the PACK, as a 501(c)(3) would need to get its own insurance policy. PACK asked for clarification as to whether dog bites, or other damage to park users would need to be covered in this policy and were told that this is not the case. The policy would need to address liability associated with park improvements funded by the PACK. PACK agreed to investigate options for liability insurance of its own.

FCPA encouraged PACK to adopt a “laser focus” on liability, stating that this should be the PACK's top priority. PACK stated that its top priority is providing park users the best possible experience possible by ensuring that a turf surface is maintained and that improvements described in its master plan are carried out.

**Proposed Dissolution of PACK and Alternative Partnership  Arrangement:**  FCPA encouraged PACK to strongly consider dissolution of the 501(c)(3) and said that we could work with the FCPA Foundation by having donations given to the Foundation so that the Foundation could then work with the county to pay for park improvements identified by the PACK. PACK said it preferred to have direct control over donations it collects from park users, and that park users are much more likely to donate when they know their money will directly benefit the park than if it were go to the Foundation where it could potentially be redirected. PACK also maintained that their experience has shown that their organization is more easily able to address needs as they arise, and that as a small and dedicated operation they are more nimble than FCPA. Nonetheless, PACK agreed to give the idea of dissolving the 501(c)(3) further thought.

**North End Stone Dust**: FCPA then directed the conversation to how best to manage the north end of the park. They are concerned that the surface is bare dirt that can turn to mud after heavy rains during the winter months and want to resolve this problem by covering it with stone dust. FCPA stated that given that the north end is not covered by vegetation for a large portion of the year, the potential for runoff exists and that a dirt surface violates local law and regulations. PACK asked for a copy of the applicable law and regulations and FCPA said this would be provided.

PACK feels strongly that its users would object to a stone dust surface and noted that the biggest problem with the north end is the lack of drainage, which causes water to pool inside the fence, creating muddy conditions. PACK noted that natural crabgrass sprouts in the north end during May and is quite healthy and durable through late September. After the crabgrass dies off, the rhizomes remain and bind the soil for most of the winter. Areas where water does not pool do not get excessively muddy during the winter, but areas where water does pool freeze and create hazardous conditions. PACK believes that the pooling problem could be resolved by re-grading the surface and filling with soil so rainwater is directed outside the fenced-in area. PACK reminded FCPA that park use declines during winter months and that users are discouraged from using the park after heavy rains. PACK maintained that a stone dust surface is aesthetically displeasing to users, will involve considerable expense, is harder to maintain, that dogs don't enjoy a stone dust surface, and that cleaning a dog covered with wet stone dust is much more difficult removing dirt from the dog, and that changing the surface without improving drainage will not solve the problem..

FCPA said they would decide whether or not to stone dust and if so when this would happen. PACK asked for advance notice so that park users could be informed and FCPA stayed they would prefer not to do this out of a concern for backlash or negative comments from users. PACK reminded FCPA that the south end is closed from late November through mid-April so any operations in the north end should happen outside of that period.

[FCPA subsequently noted the following:

I don't know if there is some confusion about what was agreed to and what wasn't, but that level of closure was not agreed to previously by the Park Authority.  While the Park Authority did agree to allow PACK to close the dog park under certain conditions or while maintenance activities are occurring, we did not agree to closure that represents more than 1/3 of the year.

The following is what we have previously agreed to (see attached):

The Fairfax County Park Authority hereby authorizes the Board of Directors of the Westgrove Pumphouse Association for Canine Kindness (PACK), and their designees, to close the southern turf portion of the off-leash dog area (OLDA) at Westgrove Park when the ground conditions are such that use of the area may result in turf damage or for the purposes of maintenance.  In order to protect and maintain the turf for enjoyment of all, closures may occur as a result of rain, snow or ice or maintenance related activities.  PACK is also authorized to reopen the area when conditions have been deemed appropriate for use.  This process is similar to the way we manage the use of athletic fields under our jurisdiction.

The turf portion of the OLDA is typically closed for the following reasons:

•             A significant portion of the turf area has standing water or muddy conditions present.

•             Water can be seen or heard with any footstep while walking on the turf.

•             Footprint impressions are left in the surface of the turf when walking.

•             Water gathers around feet when standing on the turf.

•             Mowing of the turf areas within the fencing.

•             Turf maintenance activities to maintain turf cover, such as seeding or sodding.

When the southern turf portion of the OLDA is closed, visitors are welcome to use the adjacent northern stone dust portion until such time that the southern turf portion is reopened.  Please visit PACK’s website at www.westgrovepack.com for updates on the opening and closing status of the OLDA.

We agree that the above conditions may exist more often during the winter months, but there are many times throughout the winter months when the conditions within the southern section are not unusable or inappropriate for use.  Please ensure that the southern section is not closed for the entire winter unless the conditions above are present.  Please work with Phil if you have any questions about how to apply the bullets listed above.

In response, PACK notes:

that we are following FCPA Policy 302 (<http://www.fairfaxcounty.gov/parks/parkpolicy/policy302.pdf>) which covers turf athletic fields and calls for closure from late November to late March. PACK believes that, since our agreement is that we should follow turf athletic field procedures, we should continue to be governed by Policy 302.]

**Turf Maintenance:**  FCPA asked PACK who does our turf maintenance. PACK responded that this is done by a contract that was bid out and that the cost is about $7500/yr. FCPA asked PACK to consider using a county contractor with the understanding that PACK, not FCPA, would pay the bill.
 **Other Issues Discussed:**
PACK asked for  new picnic tables to replace old and splintered tables. FCPA said they would look into it.
PACK asked the county to tell its lawn service to avoid cutting the areas outside the fence where a turtle laid her eggs. FCPA asked PACK to mark this area and remind Phil to talk to the lawn crew.

FCPA said that Waste Water Management has expressed an interest in upgrading the water meter to a one inch connection at their expense. PACK said that this would enable the installation of an irrigation system for the turf. FCPA agreed to follow up on this.

PACK asked for new signage explicitly addressing the requirement to keep small children out of the park, explaining that this rule is regularly violated and puts children at risk. FCPA agreed to make new signage. PACK also asked for another sign containing all the rules to be made for the entrance to the north end of the park where there currently is no sign.

PACK asked FCPA to repair crumbling asphalt at the entryway of the road leading into the park and at the section of the road that was ripped up when the underground water pipe was laid.

FCPA's board rep reiterated the importance of maintaining a productive working relationship, asked the PACK to work directly with FCPA and avoid seeking support from elected officials and requested PACK input on what improvements are needed.  PACK stated that it needs to be able to communicate via email with the board rep. to facilitate sharing info with multiple parties, enhance the efficiently of communications, avoid misunderstandings and ensure there is a paper trail. The board rep said this is not open for discussion and that, since all of his emails are subject to release under FOIA, he chooses not to communicate in writing. PACK stated that, as public servants, it is in FCPA's interest to promote accountability and transparency and that this objective cannot be met when there is not written record of conversations and agreements. This document is a prime example of the sort of written record PACK believes is vital for partners to develop so that, as issues are discussed, there is an opportunity for all parties to review the summary for accuracy and completeness, thus ensuring we are all on the same page as we move ahead.