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MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTGROVE P.A.C.K. LLC AND THE FAIRFAX COUNTY PARK AUTHORITY

This Memorandum of Understanding, by and between the Fairfax County Park Authority (hereinafter "the Park Authority"), and the Westgrove P.A.C.K. LLC (hereinafter "Westgrove PACK"), and together known as the "Organizations," establishes a framework for a sustainable partnership between the Organizations in order for mutual support to continue and prosper. This Memorandum of Understanding (hereinafter "Understanding") replaces all other Agreements, Memoranda of Understanding, or Contracts that may exist between the Organizations.

WHEREAS, the Park Authority was established by the Park Authorities Act as defined in the Code of Virginia §15.2-5700-5714 and the Park Ordinance passed by the Fairfax County Board of Supervisors on December 6, 1950;

WHEREAS, the Westgrove PACK were established as a non-stock (non-profit) corporation in the Commonwealth of Virginia on September 24, 2014;

WHEREAS, the Park Authority's mission is to enrich quality of life for all members of the community through an enduring park system that provides a healthy environment, preserves natural and cultural heritage, offers inspiring recreational experiences, and promotes healthy lifestyles;

The Westgrove PACK supports the Westgrove Park and its mission is specifically to support, protect, develop and sustain the Westgrove Park Off Leash Dog Area (referred to as the Westgrove OLDA) based on users' needs and desires in cooperation with the Park Authority and to ensure that Westgrove OLDA continues to be an asset for the community and;

Since it is in the mutual interest of the Organizations to establish a framework for a productive working relationship between the Organizations.

Therefore, in consideration of the above, both Organizations agree to:

- Foster a strong and cooperative relationship through regular coordination of the Westgrove PACK's and the Park Authority's plans, budgets, resources, events, and programs and make timely decisions on said matters.
- Conduct all financial affairs with transparency.
- Document and/or coordinate mutually agreed upon items and share helpful or pertinent information.
- Comply with all federal, state, and local laws and regulations.

In consideration of the Westgrove PACK's voluntary contributions to the Site/Program (i.e. services and/or donations), and Park Authority's recognition of the Westgrove PACK's contributions, the Organizations agree as follows:

1. THE PARK AUTHORITY AGREES TO:

a. Governance/Administration

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i. Grant the Westgrove PACK permission to use the name and logo of the Site/Program and the Park Authority for uses that support the Site/Program mission, programs, and objectives.
ii. Recognize the Westgrove PACK as an independent entity.

b. Coordination
   i. Assign a Site/Program Liaison to the Westgrove PACK as the primary point of contact to coordinate, communicate, and meet regularly to discuss the plans and needs of the Site/Program and the Westgrove PACK.
   ii. Provide support for Westgrove PACK's programs, projects, fundraising activities, and/or reports as mutually agreed upon.
   iii. Provide staff consulting and technical assistance for mutually agreed upon improvement programs and projects whenever possible.
   iv. Assist Westgrove PACK's coordination with other agencies as needed.
   v. Hold a regular meeting, at a minimum annually, between the Park Authority Director and all friends groups to discuss matters mutually agreed upon between the Park Authority and the Friends.

c. Finances
   i. Comply with the Park Authority's financial procedures to accept and spend donations.
   ii. As resources allow provide Westgrove the ability to apply for annual capacity building funds, donated by the Fairfax County Park Foundation to the Park Authority.

d. Services offered to Westgrove PACK
   i. Provide facilities, program and maintenance support for activities and other park improvement projects, to include meeting, program, fundraising activities, and event space at mutually agreed upon times.
   ii. Waive the Business Activities License fees—$50 or 15% of gross revenue—related to fundraising on park property so long as net proceeds are donated to or used to support Westgrove Park or Park Authority.
   iii. Promote the Westgrove PACK's presence and programs as permitted.
   iv. Publicly recognize the work, contributions, services, and/or donations received directly or indirectly from the Westgrove PACK.

e. Ask the Park Foundation to
   i. Accept donations from the Westgrove PACK for a park, program, or the Park Authority.
   ii. Provide support, training, and networking opportunities for developing potential fundraising programs.
   iii. Provide support in researching, reviewing, and mutually developing grants as resources permit.
   iv. Provide support for the Westgrove PACK, their programs, and activities through the Park Foundation website and social media.

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v. Feature the Westgrove PACK, their projects, accomplishments, and contributions periodically in the FCPF e-newsletter or other media as appropriate.

2. THE WESTGROVE PACK AGREE TO:

a. Governance/Administration
   i. Register with the Internal Revenue Service (IRS) as a non-profit organization.
   ii. Meet state and local charitable solicitation requirements if the Westgrove PACK solicit funds.
   iii. Obtain any necessary permits, licenses, special insurance, equipment, and inspections for Westgrove PACK programs, activities, or events and pay associated costs or fees.
   iv. Authorize the County and the Park Authority to use the name and logo of the Westgrove PACK to promote the Westgrove PACK and their activities and contributions.
   v. Upon dissolution, donate any remaining funds to the Site/Program or Park Authority, Park Foundation, or another like organization.

b. Coordination
   i. Work with the Site/Program Liaison to coordinate the Site/Program and Westgrove PACK's plans, programs, needs, and projects.
   ii. Coordinate fundraising activities on park property with the Site/Program Liaison.

c. Finances
   i. Comply with all IRS non-profit requirements to remain in good standing; and
   ii. Direct donation of agreed to funds for a designated Site/Program or the Park Authority to the Park Foundation.

3. GENERAL PROVISIONS:

a. This document, along with the Special Provisions attachment, contains the entire understanding between the Organizations. The Special Provisions attachment may not contradict provisions in the Understanding.
b. The Westgrove PACK is not an agent of the County, the Park Authority, or the Park Foundation and is not responsible or accountable for the actions of the Park Authority.

4. INSURANCE

a. The Westgrove PACK, as an entity, is not protected by the County Volunteer Insurance Program, which only covers individuals who volunteer for the County.
b. The Westgrove PACK will consult with an insurance professional to obtain appropriate insurance coverage (i.e. general liability and directors and officers) based on the Westgrove PACK's structure and activities. Fairfax County requires Friends Groups to obtain insurance coverage that meets the guidelines given in Attachment 1 - Fairfax County Insurance Requirements, as applicable to the Friends Group.

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5. AMENDMENT, RENEWAL AND TERMINATION

a. This Understanding shall be in effect until December 31st of the year that is three (3) years from the date entered below, unless it is terminated in writing at an earlier date.

b. This Understanding may be extended for three (3) years upon mutual, written understanding of the Organizations.

c. Any modifications, assignments, alterations, or extensions must be in writing, signed, and approved by both Organizations.

d. This Understanding may be terminated by either Party upon 30 days written notice and all Westgrove PACK's property will be removed from the Site/Program unless mutually agreed upon.

e. All notices relating to this Understanding shall be in writing and sent by certified mail to the Organizations at the following addresses:

Westgrove PACK: P.O. Box 7321, Alexandria, VA 22307

Park Authority: 12055 Government Center Parkway, Suite 927, Fairfax, VA 22035

IN WITNESS, WHEREOF, the Organizations enter into this Understanding on September 2, 2025.

Westgrove PACK

Signed by:
By: _____
F80EA228C1FE43B...

Title: Chair, and on Behalf of Westgrove P.A.C.K LLC

Date: 2025 September 2 | 16:44:45 EDT

PARK AUTHORITY

Signed by:
By: _____
B2AD29572135495...

Title: Park Authority Executive Director

Date: 2025 September 2 | 15:28:32 EDT

DocuSigned by:
By: _____
501D3E7EC22141A...

Title: Site/Program Liaison and/or Site Manager

Date: 2025 September 2 | 14:37:11 EDT

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Attachment to

MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTGROVE PACK LLC AND THE FAIRFAX COUNTY PARK AUTHORITY

6. SPECIAL PROVISIONS

A portion of the Westgrove OLDA may consist of vegetative ground cover, as an exception to FCPA Standards, made up primarily or in whole, of turf grass, provided that the surface is stable, free of erosion, and consistent with Fairfax County Code Ordinances, Chapters 104 – Erosion and Sedimentation Control and 118 – Chesapeake Bay Preservation Ordinance. Westgrove PACK and FCPA will work together to determine the areas of the park that will have vegetative ground cover and what areas will use other surface materials. Given the Westgrove OLDA's proximity to Dogue Creek and the Resource Protection Area (RPA), compliance with these Ordinances and undertaking maintenance practices that are protective of this sensitive watershed is essential. FCPA and Westgrove PACK are both committed to complying with the Ordinances and using best practices to protect the watershed.

In support of Westgrove PACK's efforts to maintain vegetative ground cover on the southern end of the Westgrove OLDA, FCPA authorizes the Westgrove PACK to close the southern end when one or more of the following conditions exist:

- A significant portion of the turf area has no ground cover.
- Standing water or muddy conditions are 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.

FCPA and Westgrove PACK will work together to manage a rotating schedule of area closures within Westgrove OLDA to support the growth and maintenance of turf cover. Activities include, but are not limited to, seeding, sodding, and seed germination. The closing schedule is subject to change annually as mutually agreed upon by both parties.

The northern end of the Westgrove OLDA is to remain open at all times except when mowing or minor maintenance is being performed. This practice is in place to ensure that the Westgrove OLDA is always available and accessible for patron usage and is operated consistently with all other FCPA Off-Leash Dog Areas. It is envisioned that closure of the northern end for either of these purposes will last no more than a few hours during each occurrence.

Both parties agree that the Westgrove Dog Park must comply with the accessibility standards issued under the Americans with Disabilities Act (ADA) and align with FCPA's value of fostering an inclusive environment. A portion of the northern end of the dog park must have an ADA accessible surface to accommodate individuals with disabilities as determined by the FCPA ADA Coordinator. Secondary surfaces within the dog park may consist of vegetative ground cover, provided that the surface is stable and free of erosion. All amenities within the improvements to the northern end of the dog park must have an ADA accessible route to them from the designated ADA parking spaces. These amenities include drinking fountains, shade

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structures, benches, and litter receptacles. Should future amenity improvements be made to the southern end of the dog park, these amenities will include ADA accessible routes to such amenities.

7. Westgrove PACK agrees to:

1. Coordinate all projects including infrastructure and amenities or other significant work performed with the Area 3 Manager. In addition, communicate to the Area 3 Manager all safety and maintenance related issues that exist that aren't the responsibility of Westgrove PACK to address, or that they are incapable of addressing themselves. Submit in writing and coordinate improvement projects and site alterations with FCPA. FCPA design standards must be met for all projects, and written approval must be obtained from FCPA prior to the start of any project. Westgrove PACK agrees to consult the County and follow communicated County guidelines and obtain permits as required by the County. Repair and maintenance of all projects will be the responsibility of the Westgrove PACK.
2. Mow and string trim the grass surface inside the fenced area of the Westgrove OLDA to maintain a height of the grass no less than 2.5 inches and no more than 5 inches at any point in time (barring extreme weather or site conditions preventing proper mowing without causing damage to the turf.)
3. Implement a turf management program established for the Westgrove OLDA in cooperation with FCPA and approved by the Turf Management Specialist. This program will include maintenance and turf management schedules (to include, but not limited to seeding, sodding, soil amendments, fertilizer, aeration, and mowing) that are consistent with the use of the park as a dog park. These schedules will be provided to the Area Manager. Documentation and/or notification of task completion will be provided to the Area Manager. Should the implemented turf management program not meet FCPA standards as stated in the agreed upon turf management program, FCPA maintains the right to take corrective action.
4. Maintain all existing and future improvements installed by the Westgrove PACK, to include the shade structure, patio and equipment shed, and implementation of the annual turf management program.
5. Not use pesticides to maintain any aspect of the Westgrove OLDA or Park without express written permission of the FCPA.
6. Collaborate with FCPA to pursue other ground cover options if a vegetative ground cover cannot be maintained in compliance with Fairfax County Code Ordinance.
7. Ensure the Westgrove OLDA is free of animal feces and litter and is otherwise kept in a safe and orderly condition.
8. Assist FCPA by communicating FCPA rules regarding the Westgrove OLDA to park users when necessary, and further act as a liaison between users and local residents. Forward complaints from park users to the Area 3 Manager. In the event that a mutually agreeable solution is not established with a complainant, the Westgrove PACK and complainant will meet with FCPA and/or its designated liaison to resolve the complaint.
9. Submit in writing and coordinate special events and activities with FCPA. FCPA will review submissions and provide written responses regarding approval.
10. Upon reasonable request, provide highlights for FCPA's annual report, which may

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include number of volunteer hours, projects completed, donations collected, and other significant accomplishments and issues.

11. Work with FCPA to manage a schedule of rotating closures of the Westgrove OLDA to allow the best opportunity for a successful turf grass program, per the agreed upon turf management plan.
12. Post notice at Westgrove Park of all closures to the Westgrove OLDA. Use available means of communication to maximize awareness of closures. Provide advance notice whenever possible. Inform Area Manager of all closures.
13. Obtain written approval from FCPA via the Area Manager before closing all portions of the OLDA. An exception would be emergency situations that require keeping dogs contained within or out of the Westgrove OLDA.
14. Not limit FCPA's ability to access the Westgrove OLDA.
15. Coordinate fundraising activities with FCPA that occur at Westgrove Park.
16. Utilize non-County vendors, if desired, for projects when no County or FCPA funds are being used.

The Park Authority agrees to:

1. Ensure that grass is mowed outside the fenced OLDA to maintain a height of the grass no less than 2.5 inches and no more than 5 inches at any point in time (barring extreme weather or site conditions preventing proper mowing without causing damage to the turf.)
2. Maintain fencing, water hydrant, roads and parking spaces, and all FCPA supplied benches, tables, litter receptacles, and kiosks to FCPA standards as resources are available.
3. Be responsible for proper grading and correcting drainage issues outside of the Westgrove OLDA except for issues caused by conditions within the Westgrove OLDA.
4. Place signs with rules and regulations in locations deemed appropriate by FCPA and in consultation with the Westgrove PACK.
5. Maintain contact with the Westgrove PACK, Police, Animal Control on matters related to law enforcement at Westgrove Park.
6. Remove litter from FCPA litter receptacles on Mondays year-round (not including holidays) and on Fridays from April through November.
7. Notify the Westgrove PACK when planning material changes to the Westgrove OLDA or Westgrove Park Master Plan.

Staff position _William Douglas, Area 3 Manager_____has been assigned as the Site/Program Liaison.

IN WITNESS, WHEREOF, the Organizations enter into this Understanding this 2nd day of September, 2025.

Westgrove PACK PARK AUTHORITY

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By: Signed by: F80EA228C1FE43B... By: Signed by: B2AD29572135495...

Title: Chair, and on behalf of Westgrove P.A.C.K. LLC Title: Park Authority Executive Director

Date: 2025 September 2 | 16:44:45 EDT Date: 2025 September 2 | 15:28:32 EDT

By: DocuSigned by: 501D3F7EC22141A...

Title: Site/Program Liaison and/or Site Manager

Date: 2025 September 2 | 14:37:11 EDT

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FAIRFAX COUNTY INSURANCE REQUIREMENTS FOR FRIENDS GROUPS

1. Friend's Group shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Friend's Group assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

2. Friend's Group shall, during the continuance of all work under the contract provide the following:

   A. Commercial General Liability insurance limits of not less than $1,000,000 per occurrence/ $2,000,000 in aggregate, to protect Friend's Group, its contractors, and the interest of the County, its officers, employees and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.

   B. If the Contract provides any services to minors, either the General Liability or another similar standalone policy shall include an endorsement for Sexual/Physical Abuse and Molestation Coverage with limits at least equal to the minimum requirements of the Commercial General Liability requirements.

   C. Directors & Officers Insurance in the amount of not less than $1,000,000 per occurrence/aggregate.

3. If the liability insurance purchased by Friend's Group has been issued on a "claims made" basis, Friend's Group must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Friend's Group must either:

4. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of Friend's Group's work under this contract, or

5. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

6. Liability insurance may be arranged by a combination of primary and excess or umbrella policies and may be stand-alone or package policies. Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by the County's Risk Manager prior to the commencement of Agreement and annually upon renewal of insurance coverages. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.

7. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.

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8. Friend’s Group agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that Friend’s Group's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VII or better.

9. Friend’s Group will ensure their insurer shall agree to waive all rights of subrogation against the County, its officers, officials, and employees for losses arising from work performed by Friend’s Group for the County. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

10. Friend’s Group will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

11. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30- day written notice to the County. The Friend’s Group shall furnish a new certificate prior to any change or cancellation date. The failure of Friend’s Group to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

12. Friend’s Group will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from Friend’s Group's insurance agent or representative.

13. Friend’s Group will secure and maintain all insurance certificates of its Contractors, which shall be made available to the County on demand. Compliance by Friend’s Group and all Contractors with the foregoing requirements as to carrying insurance shall not relieve Friend’s Group and all Contractors of their liabilities provisions of the contract.

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Addendum to the MOU with FCPA and Westgrove PACK

Westgrove Dog Park – Engineered Wood Fiber (EWF) Pilot Program

This addendum to the MOU between Fairfax County Park Authority and the Westgrove PACK describes a one-year pilot program to establish engineered wood fiber in the ADA accessible area of the north end of the Westgrove OLDA to allow ADA access to all established amenities. Westgrove PACK agrees to fund, via a PACK match of FCPA Mastenbrook Grant funding when made available, the reasonable, and market-based cost of the engineered wood fiber material and installation and FCPA will invoice Westgrove PACK for those costs. More than one application of the material may be needed over the course of the pilot year. Westgrove PACK will be responsible for the additional cost to replenish the material. FCPA will order and install the ground material, which will be evaluated monthly as to accessibility, safety and hygiene. If FCPA and Westgrove PACK determine that engineered wood fiber is not a successful ground cover material due to circumstances outlined in this document, then FCPA will explore other options, including, but not limited to, stone dust.

Maintenance Requirements and Responsibilities for EWF Pilot Program

Westgrove PACK:

- Ensures compliance with manufacturers' recommended maintenance protocols.
- Replenishment and/or replacement of EWF material will be performed to maintain required depth of material and surfacing as specified by the manufacturer.
- Daily: inspection of surfacing to ensure no hazardous material, mold or mildew, presence of dog feces or other foreign objects, i.e. trash, branches, etc. Remove any materials as needed. If mold or mildew are present, clean with a solution of vinegar and water.
- Weekly: raking and leveling of EWF to ensure smooth and level surfacing for ADA compliance.
- Monthly: replenishment, raking and leveling of new EWF to fill in holes or replace dislodged material.
- As needed:
    - Remove, properly dispose of and replenish any EWF required due to unsanitary or undesirable conditions (i.e. decomposing, rotting, odorous, harmful bacteria, etc.)
    - Report concerns, findings and issues to proper FCPA Point of Contact

FCPA:

- Monthly: Inspect EWF to ensure compliance with conditions outlined herein.
- As needed: report concerns, findings and issues to proper Westgrove PACK point of contact.

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Engineered Wood Fiber (EWF) Pilot Program: Accessibility Measures for Success

Title II of the Americans with Disabilities Act requires local governments to provide people with disabilities an equal opportunity to benefit from all of their programs, services, and activities. Universal accessibility is also a priority for the Park Authority and is in line with the goals set forth in the One Fairfax Policy.

The 2010 Standards for Accessible Design – along with the Title II regulations – state what is required for a building or facility to be physical accessible to people with disabilities. A dog park is considered a recreational program that must be provided equal access and not discriminate against people with disabilities.

The standards provide specific requirements for the scoping and design of parking, accessible routes, surfacing, entrances, and specific amenities. While a public dog park must comply with all of these statutes, this section of this document will focus on FCPA's interpretation of what would constitute a successful and ADA compliant dog park surface.

Stone dust surfacing in dog parks is preferred by FCPA because it has been proven to be cost effective and maintainable while meeting the requirements for accessibility. As EWF surfacing has never been used by FCPA for a dog park application, the following are metrics that FCPA will use to define success for the EWF surfacing.

Accessibility

- A defined portion of the dog park, as agreed upon by all parties in the attached illustrative plan, must have an accessible surface to allow disabled patrons to interact with their dogs and other patrons. The defined accessible area shall be delineated by a wood or composite border to help demarcate and contain the EWF surfacing.
- An accessible route must connect all entry and exit points of accessible amenities and features within the dog park.
- The maximum allowable slope for accessible portions of the dog park surface is 1:50 or 2%. Accessible routes or pathways within the dog park can have a running slope up to 1:20 or 5% with a cross slope less than 1:20 or 2%.
- Surfacing within the accessible portions of the dog park must comply with the American Society for Testing and Materials (ASTM) F 1951, surface accessibility standard and ASTM F2075 for Engineered Wood Fiber.

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  - The purpose of this specification is to establish quantitative measurements for wheelchair work that are related to the firmness and stability of a surface material or surface system used as the accessible route and clear ground space at components.
  - The specification provides a uniform means of objectively quantifying the performance of different surfacing materials.
  - Assessment of compliance with ASTM F 1951 shall be completed by a third party, funded and procured by FCPA, if the accessibility of the surfacing is in question by either FCPA staff or a park user.
- The EWF surfacing shall be installed according to the manufacturer's instructions. This includes any drainage subbase, filter fabric, and necessary compaction to meet ADA requirements and provide adequate drainage.

Sanitation

- Should the EWF surface in conjunction with dog waste cause any real or perceived sanitary issues or health concerns for humans or dogs as defined by excessive complaints (greater than three documented complaints in a month), the continued use of the EWF will be determined by FCPA.

<u>EWF Pilot Program Measures:</u>

Measures of Success:

- Consistent and uniform surfacing
- Meets ADA requirements
- Lack of user complaints (less than three documented complaints in a month)
- Lack of odors – equivalent to or less than are present at FCPA dog parks with stone dust ground covering
- Lack of sanitation issues – no or minimal presence of feces, mold or mildew
- Lack of injuries as a result of EWF (loose material, inadequately maintained, splinters, etc.)
- Consistently positive inspection results based on these defined measures of success.

Measures of Failure:

- Repeated or persistent and documented user complaints (greater than three documented complaints in a month)
- Non-compliance of ADA requirements as listed above
- Odors that are more pervasive than are present at FCPA dog parks with stone dust ground covering
- Sanitation issues – chronic presence of hazardous material, feces, mold or mildew

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- Injuries as a result of EWF (loose material, inadequately maintained, splinters, etc.)
- Health Department concerns and/or findings
- Other deficiencies compromising surface integrity (and ADA compliance), patron/dog safety and/or public health: such as material displacement, uneven surface, and erosion

IN WITNESS, WHEREOF, the Organizations enter into this Understanding this 2nd day of September, 2025.

Westgrove PACK

Signed by:
By: _____
F80EA228C1FE43B...

Title: Chair, and on Behalf of Westgrove Pack LLC

Date: 2025 September 2 | 16:44:45 EDT

PARK AUTHORITY

Signed by:
By: Jai Cole
B2AD29572135495...

Title: Park Authority Executive Director

Date: 2025 September 2 | 15:28:32 EDT

DocuSigned by:
By: William Douglas
501D3F7EC22141A...

Title: Site/Program Liaison and/or Site Manager

Date: 2025 September 2 | 14:37:11 EDT

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Westgrove OLDA Turf Management Program

Both FCPA and Westgrove PACK agree to coordinate on an annual turf management program. The program will be established on an annual basis with input from FCPA and Westgrove PACK.

FCPA recommends an approach to managing turfgrass in a dog park setting, utilizing more aggressive and tolerant turfgrass species, a perennial herbaceous mix such as bermudagrass, zoysiagrass and/or turf-type tall fescue blends. It is recommended that an annual spring overseeding at a rate of 30 pounds/acre be applied and any necessary additional seedings to address bare areas that appear throughout the year. It is further recommended that the turf be mowed within the species threshold, which varies from species to species, and not below the recommended threshold. A mowing height of no less than 3" is typical and will allow for healthier root systems to take hold. After thorough research, it is recommended to implement a rotational program where warm-season and cool-season grasses are planted in different sections/paddocks of the park to allow for seasonal shut down, regrowth and recovery while rotating use to different sections of the park. FCPA and Westgrove PACK will work together to develop the plan for this approach. Westgrove PACK will be the lead on implementation of the turf management program once it has been developed, tested and agreed upon jointly by Westgrove PACK and FCPA. It is anticipated that testing will be ongoing over the course of two seasons to allow for adjustments to the management program.

Turf coverage with desired turfgrass species should be the primary gauge for success or failure of the turfgrass program. Given the close proximity to the RPA, poor soil permeability and high nitrogen content from dog urine, it is imperative to protect the RPA and subsequent waterways from pollutants. To help in preventing pollutants from reaching those waterways, by either water run-off or air, it is recommended to maintain the turf surface of the dog park at a rate of at least 80% coverage. When the rate of turf coverage drops below the 80% threshold for a period of 14 days or longer (PFM 11-0104.3 Erosion and Sediment Controls), the bare areas need to be temporarily blocked from foot traffic and overseeded at a rate of 30 pounds per acre (CH 118 of the Fairfax County Code of Ordinances, Chesapeake Bay Preservation Ordinance) of seed mix as defined in the turf plan(s). Turfgrasses must be professionally introduced/planted and allowed to be established before opening the area for patron/dog use. After which, to gauge success, there should be no less than 80% turf coverage across the entire turfgrass area (each paddock individually).

If 80% turfgrass coverage cannot be successfully maintained, other options will be considered.

Turf Management Program Measures

Measures of Success:

- Turf coverage with desired turfgrass species **is 80% or more** across the entire turfgrass area (each paddock individually)
- Consistent and uniform surfacing
- Lack of user complaints (three or less complaints per month)

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- Lack of odors – equivalent to or less than are present at FCPA dog parks with stone dust ground covering
- Consistently positive inspection results based on the aforementioned measures of success.

Measures of Failure:

- Turf coverage with desired turfgrass species **is less than 80%** across the entire turfgrass area (each paddock individually)
- Repeated or persistent and documented user complaints (greater than three complaints in a month)
- Odors that are more pervasive than are present at FCPA dog parks with stone dust ground covering
- Health Department concerns and/or findings
- Other deficiencies compromising surface integrity, patron/dog safety and/or public health: such as material displacement, uneven surface, and erosion

Sources used:

Fairfax County's Public Facilities Manual: Erosion and Sediment Control

Northern Virginia Soil and Water Conservation District - Horse Farm Management - Pasture, Waste, Nutrients, Pests, Site Planning

Fairfax County Comprehensive Plan - Stormwater Management Policies White Paper

Fairfax County Code of Ordinances - CHAPTER 118. - Chesapeake Bay Preservation Ordinance

Fairfax County Code of Ordinances - CHAPTER 124.1 - Erosion and Stormwater Management Ordinance

BOS Land Use Policy Committee - RPA Planting Density Requirements Presentation - December 2020

Virginia DCR - Virginia Conservation Reserve Enhancement Program

Virginia DEQ - Solid & Hazardous Wastes, Petroleum Tanks and Land Protection

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