

**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 PACK 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 was 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 the 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:

- I. **THE PARK AUTHORITY AGREES TO:**
  - a. Governance/Administration

- 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, budgets, 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 Friends.
- c. Finances
  - i. Comply with the Park Authority's financial procedures to accept and spend donations.
  - ii. Provide annual capacity building funds, donated by the Fairfax County Park Foundation to the Park Authority, as available for the Westgrove PACK's needs. Manage the Friends Capacity Building Fund.
- 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 the Site/Program 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.

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

## **II. THE Westgrove PACK AGREES 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 solicits 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 some funds for a designated Site/Program or the Park Authority to the Park Foundation. If the Friends receive Capacity Building Funding, then all donations will be directed through the Park Foundation for the duration of the grant period (one year). (100% of donations to the Park Foundation are transferred to the Park Authority for use as designated by the Westgrove PACK.)

## **III. 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.

## **IV. INSURANCE**

- a. The Westgrove PACK, as an entity, and its members are 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 insurance) based on the Westgrove PACK's structure and activities.

**V. AMENDMENT, RENEWAL AND TERMINATION**

- a. This Understanding shall be in effect for five (5) 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 8-15-2019

FRIENDS GROUP

By: 

Title: Chairman, Westgrove PACK LLC

Date: 8-2-2019

PARK AUTHORITY

By: 

Title: Park Authority Executive Director

Date: 8-15-19

By: 

Title: Site/Program Liaison and/or Site Manager

Date: 8/2/2019

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

**VI. SPECIAL PROVISIONS**

The Westgrove OLDA may consist of vegetative ground cover, as an exception to Park Authority Standards, made up primarily or in whole, of turf grass (tall fescue, bluegrass, perennial rye grass varieties), 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. 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. The Park Authority and Westgrove PACK are both committed to complying with the Ordinances, and using best practices to protect the watershed.

In support of the Westgrove PACK's efforts to maintain vegetative ground cover on the southern end of the Westgrove OLDA, the Park Authority 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.

The Park Authority and Westgrove PACK will discuss annually in September what the time period will be each year to close the southern end of the Westgrove OLDA for turf maintenance activities to maintain turf cover. Activities include, but are not limited to, seeding, sodding and seed germination. The closing and opening date each year 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 for patron usage and is operated consistent with all other Park Authority 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.

**VII. Westgrove PACK agrees to:**

1. Coordinate all major activities 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.
2. Mow and string trim the grass surface inside the fenced area of the Westgrove OLDA at a

frequency of no less than once every fourteen days.

3. Develop, in collaboration with the Park Authority, a detailed turf management program for the Westgrove OLDA. This program will include maintenance and turf management schedules (seeding, sodding, soil amendments, fertilizer, aeration, and mowing).
4. Maintain all 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.
6. Collaborate with the Park Authority 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 the Park Authority by communicating Park Authority 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 the Park Authority and/or its designated liaison to resolve the complaint.
9. Submit in writing and coordinate special events and activities with the Park Authority. The Park Authority will review submissions, and provide written responses regarding approval.
10. Provide highlights for the Park Authority's annual report, which may include number of volunteer hours, projects completed, donations collected, and other significant accomplishments and issues.
11. Be responsible for closures of the southern end of the Westgrove OLDA due to ground conditions and/or maintenance activities listed in Section VI.
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 3 Manager of closures greater than three (3) consecutive days.
13. Obtain written approval from the Park Authority via the Area 3 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 the Park Authority's ability to access the Westgrove OLDA.
15. Coordinate fundraising activities with the Park Authority that occur at Westgrove Park.
16. Utilize non-County vendors, if desired, for projects when no County or Park Authority funds are being used.
17. Submit in writing and coordinate improvement projects and site alterations with the Park Authority. Park Authority design standards must be met for all projects, and written approval must be obtained from the Park Authority prior to the start of any project. Repair and maintenance of all projects will be the responsibility of the Westgrove PACK.

**The Park Authority agrees to:**

1. Ensure that grass is mowed outside the fenced OLDA at a frequency of no less than once every fourteen days.

2. Maintain fencing, water hydrant, roads and parking spaces, and all Park Authority supplied benches, tables, trashcans; 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 the Park Authority and in consultation with the Westgrove PACK.
5. Maintain contact with the Westgrove PACK, Police, and Animal Control on matters related to law enforcement at Westgrove Park.
6. Remove trash from the Park Authority trashcans on Mondays year round (not including holidays) and on Fridays from April thru November.
7. Notify the Westgrove PACK when planning material changes to the Westgrove OLDA or Westgrove Park Master Plan.

Staff position X \_\_\_\_\_ has been assigned as the Site/Program Liaison.

IN WITNESS, WHEREOF, the Organizations enter into this Understanding this \_\_\_ day of \_\_\_\_\_, 2019.

FRIENDS GROUP  
 By: *William Ballentine*  
 Title: chair  
 Date: 8-2-2019

PARK AUTHORITY  
 By: *R.W. Kincaid*  
 Title: Park Authority Executive Director  
 Date: 8-15-19

By: *Andy Hye*  
 Title: Site/Program Liaison and/or Site Manager  
 Date: 8/2/2019