

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Parks Division

DATE: March 29, 2016

REQUESTED ACTION: Approve the use of county-owned parks property and a use agreement between Clark County and DOGPAW for a new off-leash area, and authorize the County Manager to sign the agreement.

X Consent Hearing County Manager

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

Clark County currently partners with Dog Owners Group for Park Access in Washington (DOGPAW), a 501(c)(3) non-profit group, to manage three (3) off-leash sites on county owned park properties. The most popular off-leash area commonly, known as "Dakota Memorial Off-Leash Dog Park" (Dakota), is part of Pacific Community Park, at NE 18th Street and NE 172nd Avenue. With its proximity to the City of Vancouver, Dakota serves both county and city residents and suffers from overcrowding. The addition of another off-leash area is needed to ease overcrowding of Dakota.

A ten (10) acre county-owned park property located at NE 192nd Ave and NE 9th Street was identified as a suitable location for a new off-leash area. This park property abuts the Humane Society for Southwest Washington and the Harmony Sports Complex and would provide residents and the Humane Society with an alternative off-leash area.

Additionally, a new off-leash area would serve projected population growth in the Green Mountain area, where more than 1,400 new homes could be constructed.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None



PW16-032

msj
OK

COMMUNITY OUTREACH

The recently approved Comprehensive Parks, Recreation and Open Space Plan identifies the need for additional off-leash facilities. The Parks Advisory Board approved the concept plan on November 13, 2015, and voted to support the proposed additional off-leash area on February 12, 2016.

BUDGET IMPLICATIONS

Per the Use Agreement between Clark County and DOGPAW, the non-profit group will pay all expenses for site improvements and ongoing maintenance of the new off-leash area. No additional funding from Clark County will be necessary.

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

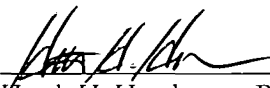
BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

Bill Bjerke
Parks Division Manager


Heath H. Henderson, PE
Public Works Director/County Engineer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: March 29, 2016

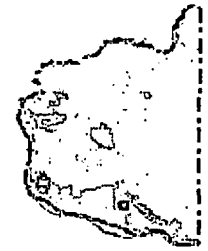
SR# 068-16

APPROVED: 
Mark McCauley, Acting County Manager

DATE: _____



New Off-Leash Area



Legend

- Building Footprints
- Taxlots
- Roads
- ImageOrtho
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- Cities Boundaries
- Urban Growth Boundaries

Notes:

To be improved and maintained by DOGPAW per user agreement between Clark County and DOGPAW

451.9 0 225.95 451.9Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



March 17, 2016

Clark County Parks
Parks Division Manager
4700 NE 78th St
Vancouver, WA 98665

Dear Mr. Bjerke,

As you may know from community input, Clark County is in love with their dogs and with our local off-leash dog parks. Clark County's own *Parks, Recreation & Open Space Plan* adopted in September 2015 reflects the community's desire for more off-leash areas (OLA) and hiking paths for dog walking.

The five off-leash dog parks currently managed and maintained by DOGPAW, in partnership with the City of Vancouver, and Clark County, are showing considerably increased traffic over the past couple of years. Our surveys have counted up to 150 users per hour and typically over one thousand users per day at each of our two main dog parks (Ross and Dakota). Lucky and Stevenson dog parks are also showing considerably higher usage rates each year.

Unfortunately, DOGPAW must close Stevenson OLA in Washougal, WA on July 1st, 2016 due to the sale and repurposing of the property by the new owners. DOGPAW representatives have been tirelessly lobbying the cities of Washougal and Camas, and Clark County, in addition to pursuing all private party leads, for over a year in pursuit of suitable property for a replacement park.

DOGPAW has exhausted nearly every reasonable option for a potential OLA site in eastern Clark County. With no replacement park for former Stevenson park users it is inevitable that the Dakota (Pacific Park) OLA will be the recipient of that traffic from Stevenson OLA. This increased volume of traffic on the already overstressed Dakota OLA will create an unsafe, and potentially volatile situation. No doubt there will be increased reports of altercations between dogs and handlers, not to mention the environmental impact of the increased urine and feces heavily concentrated in that OLA. DOGPAW volunteers are extremely concerned about the resulting consequences of this impact on the Dakota OLA community.

DOGPAW is anxious to partner with Clark County officials to locate usable property in east Vancouver as soon as possible. Please let us know what we can do to encourage and facilitate this affiliation in a timely manner.

Thank you for your consideration,

Cynthia D. Franke
Chair, DOGPAW
(Dog Owners Group for Park Access in Washington)
360-608-1371

ORIGINAL

PARTICIPATION AGREEMENT FOR OFF LEASH AREA DEVELOPMENT & MAINTENANCE

1. **Effective Date:** April 1, 2016

2. **Parties:** DOGPAW, a Washington Nonprofit Corporation
13504 NE 84th Street, Suite 103 Pmb 303
Vancouver, WA 98682-3091
("DOGPAW")

and

CLARK COUNTY
a Political Subdivision of the State of Washington
C/O Clark County Parks Department
4700 NE 78th Street, Vancouver, WA 98665-0906
("COUNTY")

3. **Recitals:**

WHEREAS, Clark County ("COUNTY") approved a revision to Clark County's leash law (Clark County Code 8.15.020) allowing the Manager of the Clark County Parks Department to designate areas in the COUNTY as Off Leash Areas; and,

WHEREAS, the COUNTY has designated a 10 acre section ("SITE") in the southwestern portion of parcel ID #176384-000, a Clark County owned park, as an Off Leash Area, to be known as the English Pit Off-Leash Area; and,

WHEREAS, the COUNTY and DOGPAW wish to enter into this Agreement for the operation and maintenance of the English Pit Off-Leash Area as a park, open to the public on a non-fee basis for the exclusive use as an off leash area for dogs and their people.

NOW, THEREFORE, the parties agree as follows:

A. **DEVELOPMENT:** Any additional signage, fencing, waste disposal bag dispensers, or site furnishings and improvements, of a non-temporary nature and proposed by DOGPAW must be reviewed and approved by the COUNTY prior to installation and shall conform to size, placement, and installation standards provided by the COUNTY.

B. *MAINTENANCE*: In exchange for specific use of the SITE as an Off Leash Area by all dog owners, including members of DOGPAW, DOGPAW agrees to take sole responsibility for the cost and labor for the maintenance of the SITE to keep it visually pleasing and functional for the intended use, including but not limited to: mowing; providing trash receptacles for dog waste, which shall be picked up and disposed on a weekly basis (or more frequently as needed) by DOGPAW or its agent; picking up trash or other garbage from the area daily, providing dog waste disposal bags and restocking as necessary; providing and laying wood chips as necessary; visually inspecting fencing and gates and repairing as needed, and any other reasonable responsibilities that may be required by the COUNTY, and requested of DOGPAW in writing. Any structural furnishings or improvements installed by DOGPAW must be maintained at their expense. Should DOGPAW wish to hold special events or fundraisers at the SITE, it must apply for a Special Use Permit and, if approved, follow the COUNTY's permit guidelines. DOGPAW shall maintain any site furnishings, including fencing and gates, owned by the COUNTY and used in the operation of the off-leash area. DOGPAW shall inform the COUNTY in writing within 3 days of its receipt of any complaint from the public, including its members, regarding maintenance, operation, or the conditions of the SITE.

C. *PERIOD*: The Agreement will be effective on April 1, 2016 and will terminate on December 31, 2021. DOGPAW shall notify the COUNTY of its desire to renew the Agreement 90 days prior to the expiration of the Agreement. The renewal shall be automatically granted for 5 years unless DOGPAW is in breach of this Agreement.

D. *TERMINATION & BREACH*: This Agreement may be terminated by the COUNTY based on breach or cause. Upon termination, DOGPAW will be given 60 days to remove any improvements it paid for and installed on SITE; however, if DOGPAW does not remove those improvements within said 60 day period, the improvements will become the property of the COUNTY. DOGPAW shall be considered in breach of this Agreement for the following actions: if it fails to operate the SITE as an Off Leash Area; if it tries to restrict use of the Off Leash Area to only DOGPAW members; if it fails to maintain the site in accordance with the standards established above and has received 3 written warnings by COUNTY and failed to initiate corrective action within 7 calendar days of the third warning; if there are any repeat illegal offenses (i.e. anything illegal in nature or any violation of the terms of this Agreement) in excess of three occurrences reported at the site; if the operation of the site becomes a danger to dogs, dog handlers or the general public; or other unforeseen circumstances which can be deemed to have caused a significant potential health, safety or liability concern. Additionally, the COUNTY may, in its sole discretion, implement an emergency closure of the site in response to unforeseen circumstances which pose a significant health, safety or liability concern.

E. *REMEDIES*: COUNTY shall notify DOGPAW in writing if it is determined to be in breach of this Agreement and DOGPAW shall have 7 calendar days to correct said breach to the satisfaction of COUNTY. If breach is not remedied within time allowed, this Agreement shall terminate immediately.

F. *LIABILITY*: The Parties agree and recognize that dog owners are solely responsible for any liability incurred as a result of the actions of their dog(s) or themselves. This shall be clearly posted and a prerequisite for an individual dog owner's and the public's use of the SITE.

G. *PURPOSE OF AGREEMENT; RECITALS*: The COUNTY and DOGPAW are entering into this Agreement for the operation and maintenance of the English Pit Off-Leash Area as a park, open to the public on a non-fee basis for the exclusive use as an off leash area for dogs and their people. The Parties agree that the facts set forth above in the recitals to this Agreement are correct as of the effective date of this Agreement, and further agree that the terms and recitals shall be incorporated herein and construed as part of this Agreement.

H. *SEVERABILITY OF PROVISIONS*: If any of the provisions of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

I. *INDEMNIFICATION*: DOGPAW on behalf of itself, its agents, heirs and assigns, and in consideration of the rights granted in this Agreement, and other good and adequate consideration, the receipt of which is hereby acknowledged, agrees to indemnify, hold harmless and defend the COUNTY, its appointed and elected officers, employees, agents and assigns from any and all claims which may arise or be claimed to arise from or related to this Agreement, including without limitation, any claims or liability arising from or related to development, operation or maintenance of the SITE. In the event that DOGPAW is named in any litigation involving the SITE, DOGPAW will be required to inform the COUNTY in writing within 3 days of notification of said litigation. Additionally, COUNTY will be included, and at its discretion, be allowed to participate in any lawsuit where it has been named as a party.

The COUNTY shall not be liable to DOGPAW, or any other party, for any claim whatsoever arising in connection with this Agreement, except for negligence solely and entirely the fault of the COUNTY.


J. *GOVERNING LAW; VENUE*. This Agreement shall be construed in accordance with the laws of the state of Washington. Any litigation arising from a dispute over this Agreement shall be tried in Clark County Superior Court.

K. *INSURANCE*: DOGPAW shall obtain and maintain an annually renewing occurrence based Commercial General Liability (CGL) insurance policy naming the COUNTY as additional insured. The minimum amount of coverage in this policy shall be \$1,000,000 general aggregate, personal injury, and \$1,000,000 renewing limit for each occurrence. Copy of said policy shall be provided to the COUNTY and must be approved by the COUNTY on or before the effective date of this Agreement, and each year during the period of this Agreement, prior to the annual anniversary date of the Agreement.

L. *RELATIONSHIP TO THE COUNTY*: Members or agents of DOGPAW are not, and shall not be considered, employees of the COUNTY.

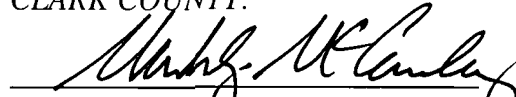
M. *ENTIRE AGREEMENT*: This Agreement outlines the entire understanding of the contract between the parties and supersedes any previous understanding, agreements and/or negotiations whether oral or written.

DOGPAW:


By: Cindy Franke, Chair

3/22/16
Dated

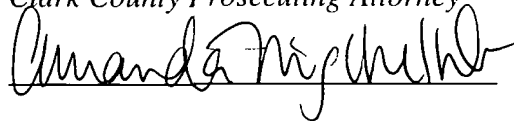
CLARK COUNTY:


By: Mark McCauley, Acting County Administrator
Manager

3/30/16
Dated

Approved as to form only:

ANTHONY F. GOLIK,
Clark County Prosecuting Attorney



By: Amanda Migchelbrink, Deputy Prosecuting Attorney

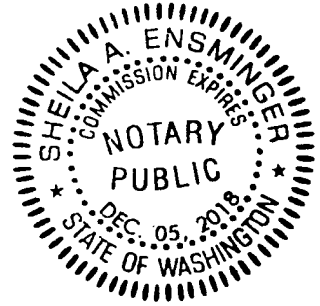
Dated

**NOTARIAL ATTACHMENT
PARTICIPATION AGREEMENT**

STATE OF WASHINGTON)
):ss
County of Clark)

I certify that I know or have satisfactory evidence that
Cynthia Franke (name of signer) is the person who
 appeared before me and said person acknowledged that he/she signed this instrument, stated on
 oath that he/she was authorized to execute this instrument and acknowledged themselves as the
 _____ (type of authority, e.g., officer,
 trustee, etc.) of _____ (name of party
 on behalf of whom instrument was executed), to be the free and voluntary act of such party for
 the uses and purposes mentioned in this instrument.

Dated this 22nd day of March, 2016.
Sheila A. Ensminger
 Printed Name Sheila Ensminger
 Notary Public for the State of Washington
 Residing in the County of Clark
 My appointment expires 12/5/18



**NOTARIAL ATTACHMENT
PARTICIPATION AGREEMENT**

STATE OF WASHINGTON)
):ss
County of Clark)

I certify that I know or have satisfactory evidence that Mark McCauley (name of signer) is the person who appeared before me and said person acknowledged that he/she signed this instrument, stated on oath that he/she was authorized to execute this instrument and acknowledged themselves as the Acting County Manager (type of authority, e.g., officer, trustee, etc.) of Clark County (name of party on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this 30 day of March, 2016.

Printed Name Tina Redline
Notary Public for the State of Washington
Residing in the County of Clark
My appointment expires April 5, 2016

TINA REDLINE NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES APRIL 5, 2016
