From Hill Abell
Bicycle Sport Shop

MEMORANDUM OF AGREEMENT BETWEEN
CITY of AUSTIN
AUSTIN WATER UTILITY
WILDLAND CONSERVATION DIVISION
AND
AUSTIN METRO TRAILS AND GREENWAYS
AND
AUSTIN RIDGE RIDERS
AND
HILL COUNTRY FOUNDATION
FOR CONSTRUCTION, OPERATION AND MAINTENANCE
ON THE WATER QUALITY PROTECTION LANDS
SLAUGHTER CREEK MANAGEMENT UNIT

Purpose

The purpose of this agreement is to establish roles and responsibilities for parties engaged in implementing public access trails on the City of Austin's Water Quality Protection Lands (WQPL). The Austin City Council approved trail recommendations for WQPL tracts on December 13, 2003.

This approval is meant to help implement the City's philosophy of providing the public with access to land in order to learn the importance of our watersheds, how these natural systems function and how we manage the land. This access will leverage the City's investment by educating our constituents so that they may protect sensitive watersheds near their homes and businesses.

The recommendations approved by City Council are the result of an extensive public participation where stakeholders agreed to provide resources to implement them. This Memorandum of Agreement will also serve to protect the interests of all stakeholders involved in this project, including the City. This relationship between the City of Austin and the stakeholders participating in this Memorandum will serve as a model for Public - Private partnerships in Austin and other communities.

The City of Austin Agrees:

To make the site on the Slaughter Creek Management Unit available for planning, construction operation and maintenance of a public access trail suitable for hiking, bicycle, and equestrian access;

That prior to Construction, the Environmental Conservation Program Manager or designated representative shall review and approve any plans for public access trails;

To move plans, etc. through the City's regulatory process by obtaining permits and approvals in cooperation with other signatories to this Memorandum of Agreement;

To provide technical assistance on issues related to sensitive and sustainable design, construction, operation, and management of a public access trail on this site;

To provide technical assistance to stakeholders on education actions related to the public access trail on this site;

To provide advance notice of temporary closures for management or emergencies to the Stakeholder Steering Committee, Trail Administration Subcommittee and the Trail Steward;

To keep partners informed of management or policy changes that would affect access, when appropriate by notifying the Stakeholder Steering Committee, Trail Administration Subcommittee and/or the Trail Steward as appropriate.

To monitor public access effects on water quality and quantity, ecology, etc. and to inform partners and public of results

To conduct research on effects of access on water quality and quantity, as appropriate, and inform partners or the public

To evaluate whether constraints and guiding principles, which are the basis of the original trail recommendation, are being met. When deficiencies are noted the City shall notify the Stakeholder Steering Committee, Trail Administration Subcommittee or the Trail Steward as appropriate of any deficiencies or concerns.

Notify partners in a timely manner when conditions may lead to revocation of access so that corrective measures may be planned and implemented

That any actions must comply with all local, State and Federal regulations.

Austin Metro Trails and Greenways Agrees:

To serve as the sponsor for the public access trail on Slaughter Creek Management Unit with primary fiduciary responsibility for the long term compliance with this memorandum of agreement and the constraints and guidelines contained in the approved public access recommendations;

To plan and develop trails for this site including preparation and submission of plans to City of Austin for approval;

To serve as the lead to secure and provide funding or other resources necessary to construct, operate, and maintain this trail;

To provide volunteers and other inputs for trail work days or other trail related or educational events;

To provide a representative to the Trail Administration Committee;

To assure that trail construction, maintenance, education activities and other trail related projects are completed according to the terms of this memorandum and the constraints and guidelines contained in the approved public access recommendations;

To assist with trail education, construction operations, and maintenance.

Austin Ridge Riders Agree:

To serve as the party responsible for initial construction of the trail and related facilities;

To provide leadership for planning and implementing routine and special maintenance on the trail and related facilities;

To help plan and provide trail construction and maintenance training to stewards, volunteers, or others who work on the trails;

To provide volunteers and other inputs for trail work days or other trail related or educational events;

To provide a representative to the Trail Administration Committee;

To assure that trail construction, maintenance, education activities and other trail related projects are completed according to the terms of this memorandum and the constraints and guidelines contained in the approved public access recommendations;

To assist with trail education, construction operations, and maintenance.

Hill Country Foundation Agrees:

To provide leadership for planning and implementing educational components for the trail;

To provide periodic reports documenting results of educational activities associated with the trail;

To provide volunteers and other inputs for trail workdays or other trail related or educational events;

To provide a representative to the Trail Administration Committee;

To assure that trail construction, maintenance, education activities and other trail related projects are completed according to the terms of this memorandum and the constraints and guidelines contained in the approved public access recommendations;

To assist with trail education, construction operations, and maintenance.

It is Mutually Agreed:

That a Trail Administration Subcommittee of Stakeholder Steering Committee shall be organized. This subcommittee will serve as the entity that is accountable to the City of Austin for the construction, operation and maintenance of this public access trail

Purpose - Provide coordinated management for trail building, maintenance, and use policies and serve as a point of contact for trails.

Governance - the subcommittee shall conduct an annual meeting with additional called meetings as needed

Organization and Individual Responsibilities

Chairperson

Will lead subcommittee and represent the interests of the trail stewards

Point of contact for all trail issues

Will handle trails issues directly or delegate

Will follow up on issues and be responsible for ultimate resolution

Will serve as single point of contact to the City of Austin regarding trails issues

May direct volunteers to areas where help is needed

Assists with acquiring grants for trail maintenance, etc.

Can call meeting when deemed necessary

Shall be elected annually from the subcommittee membership

MOU Signatories Representatives - represents interest of specific user groups who have agreed to participate in the MOA and be accountable for its implementation. Interests may include:

Equestrian
Mountain Bike
Hikers
Wildlife/native plants/birders/other signatories
others
Stakeholder Steering Committee Representative - member of the Stakeholder Steering Committee which serves as the public oversight group responsible for assisting the City of Austin with planning public access on Water Quality Protection Lands

Stewardship Committee Representative member of the trail stewardship committee. This committee is organized to train trail stewards and other volunteer leaders assisting Water Quality Protection Lands

Trails Stewards are trained volunteer leaders who are responsible for the day-to-day operations and maintenance on individual trails. They only attend meetings or provide reports on an AS-NEEDED basis

Closings: actions to close public access trails or segments of trails due to trail related issues, concerns or emergencies Closings will be based on the following Grade/Priority of Threat

Extreme/Severe

Spill, pipeline threat, natural disaster. An Immediate life threatening or threat to public safety
Immediate closure of site or segment until resolved
City, signatory, or both are responsible to identify threats and assure they are addressed
These threats must be addressed before the trail or segment is reopened
City of Austin representative must be notified immediately.
Serious/High

Dangerous Trail Conditions, trail use would cause damage or pose potential threat to public safety.
Requires immediate public notification (upon discovery)
Requires closure of trail or segment until grade of priority is reduced to lower level
Both the City and/or the Trail Steward are responsible for making the closure determination
Mitigation or correction will initiate within 24 hours
City of Austin representative must be notified immediately
Concern/Moderate

Trail Maintenance Needs/Observed Water Quality/Quantity Threats
Public Notification within 24 hours
Notification of City or Trail Administration within 5 working days
Both the City and/or the Trail Steward are responsible for making the closure determination
Corrected or mitigated in 14 days
No closings unless further deterioration to next grade/priority is expected or occurs
Routine/Preventative

Trail and Facility Management/Maintain Water Quality Quantity measures
Public notice as needed to avoid conflicts
Both the City and/or the Trail Steward are responsible for making the closure determination
Address under routine maintenance schedule
Closusure notifications shall be included as appropriate
City staff

Trail Administrative Subcommittee

Stakeholder Steering Committee

Trail Steward

MOA Signatories with impacted responsibilities

Media Outlets

Law Enforcement and Public Safety agencies

Trail Users through trail postings

Trail rules: the Trail Administration Subcommittee shall develop rules governing public access and use of the trail supported by this memorandum. They must support the constraints and guidelines contained in the public access recommendations. Draft rules shall be presented to the Stakeholder Steering Committee for ratification. Should the stockholders fail to reach consensus to ratify theses rules the ratification process shall proceed to the second level of the appeals process. All signatories agree to enforce trail rules through monitoring; educational interactions with trail users, and reporting of violations to City of Austin staff. In situations where rules violations or emergencies pose a threat to public health or safety an appropriate law enforcement agency shall be notified.

Revocation: is a decision by the City of Austin to indefinitely close a trail and revoke public access privileges. Revocation shall be through written notification to all signatories of this memorandum. This action shall be based upon non-compliance with this memorandum of agreement, or the constraints, guidelines, or other provisions of the public access recommendations. Revocation will be enforced until non-compliance is corrected. Revocation may be appealed through the appeals process.

Periodic review: the signatories of this agreement will meet to review the status of this agreement annually before its anniversary date. The status of each signatory shall be confirmed. If a signatory organization is no longer able to meet its obligations under this memorandum a substitute signatory may be added through modification of this agreement. The annual review will also confirm that all the obligations of this agreement are being met and that all trail activities are being conducted in compliance with the public access recommendations including the constrains and guidelines.

Following the annual review the City of Austin shall notify the signatories to this memorandum of the results of the review in writing. Full compliance shall be so noted. Should deficiencies be revealed in the review, the City of Austin shall provide the signatories with written notice that shall also include a performance plan and schedule for correction of deficiencies.

Appeals: any signatory to this memorandum of agreement may appeal revocation or decisions regarding trails rules. Appeals must be presented in writing to all memorandum of agreement signatories. The first level of appeal shall be to the Stakeholder Steering Committee. The Stakeholder Committee may receive and consider any information from the City of Austin or other signatories to this memorandum regarding the revocation and appeal. An appeal may be upheld using the Stakeholder Steering Committee's normal decision-making process of consensus. If the appeal is not upheld, the revocation may be appealed to the City Manager, whose decision is final.

This memorandum may be revised or modified only with consent of all parties.

Withdrawal: any signatory may withdraw from this agreement by providing 90 days notice to all other signatories. Furthermore, if the City of Austin withdraws from this agreement after the trail is constructed and begins operation, the City agrees to maintain public access and assume full responsibility for operation and maintenance. Should other signatories withdraw, they must provide a substitute for their organization who will join the memorandum through modification and assume the obligations of the withdrawing signatory.