

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY of AUSTIN  
AUSTIN WATER UTILITY  
WILDLAND CONSERVATION DIVISION  
AND  
BULL CREEK FOUNDATION**

**FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC ACCESS TRAILS  
ON THE WATER QUALITY PROTECTION LANDS  
BULL 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, 2001.

This approval is meant to help implement the City's philosophy of accommodating the public with access to land in order for them 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 trail recommendations for WQPL tracts 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:**

1. To make the site on the Bull Creek Management Unit available for planning, construction, operation and maintenance of a public access trail suitable for hiking, and bicycle;
2. That prior to construction, the Environmental Conservation Program Manager or designated representative shall review and approve any plans for public access trails;
3. 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;
4. To provide technical assistance on issues related to sensitive and sustainable design, construction, operation, and management of a public access trail on this site;
5. To provide technical assistance to stakeholders on education actions related to the public access trail on this site;
6. To provide advance notice of temporary closures for management or emergencies to the Stakeholder Steering Committee, Trail Administration Subcommittee and the Trail Steward;
7. To keep partners informed of management or policy changes that would affect access, by notifying the Stakeholder Steering Committee, Trail Administration Subcommittee and/or the Trail Steward as appropriate.
8. To monitor public access effects on water quality and quantity, ecology, etc. and to inform partners and public of results.
9. To conduct research on effects of access on water quality and quantity, as appropriate, and inform partners or the public

10. To evaluate whether constraints and guiding principles, which are the basis of the original trail recommendations, 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.
11. Notify partners in a timely manner when conditions may lead to revocation of access so that corrective measures may be planned and implemented.

**Bull Creek Foundation Agrees:**

1. To serve as the sponsor and party responsible for the public access trail on Bull 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;
2. To plan and develop trails for this site including preparation and submission of plans to City of Austin for approval;
3. To serve as the lead to secure and provide funding or other resources necessary to construct, operate, and maintain this trail;
4. To help plan and provide trail construction and maintenance training to stewards, volunteers, or others who work on the trails;
5. To provide volunteers and other inputs for trail work days or other trail related or educational events;
6. To provide leadership for planning and implementing educational components for the trail and other educational activities on the property;
7. To provide periodic reports documenting results of educational activities associated with the trail and other educational activities on the property;
8. To provide a representative to the Trail Administration Subcommittee;
9. 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;
10. To assist with trail education, construction, operations, and maintenance.

**It is Mutually Agreed:**

1. That a Trail Administration Subcommittee of the 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 all public access trails on the Water Quality Protection Lands.
  - a. Purpose - Provide coordinated management for trail building, maintenance, and use policies and serve as a point of contact for trails.
  - b. Governance - the subcommittee shall conduct an annual meeting with additional called meetings as needed.
  - c. Organization and Individual Responsibilities
    - i. Chairperson
      1. Will lead subcommittee and represent the interests of the trail stewards
      2. Point of contact for all trail issues
        - a. Will handle trail issues directly or delegate
        - b. Will follow up on issues and be responsible for ultimate resolution
        - c. Will serve as single point of contact to the City of Austin regarding trail issues
      3. May direct volunteers to areas where help is needed.
      4. Assists with acquiring grants for trail maintenance, etc.
      5. Can call meeting when deemed necessary.

6. Shall be elected annually from the subcommittee membership.
  - ii. Non-City MOA Signatory Representatives - represent interest of specific user groups who have agreed to participate in the MOA and be accountable for its implementation. Interests may include:
    - a. Equestrian
    - b. Mountain Bike
    - c. Hikers
    - d. Wildlife/native plants/birders/other signatories
    - e. Education
    - f. Others
  - iii. 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
  - iv. Stewardship Committee Representative - member of the stewardship committee. This committee is organized to train and recruit trail stewards and other volunteer leaders assisting Water Quality Protection Lands.
  - v. 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.
2. 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:
- A. Extreme/Severe = Spill, pipeline threat, natural disaster. An Immediate threat to life or public safety.
    - Requires immediate public notification (upon discovery)
    - Immediate closure of site or segment until resolved
    - City, signatory, or both are responsible to identify threats, assure they are addressed and provide notification.
      - The City, with the advice of trail steward, is responsible for making closure determination and providing notification.
      - These threats must be addressed before the trail or segment is reopened.
      - City of Austin representative and Trail Steward must be notified immediately.
  - B. Serious/High = Dangerous Trail Conditions. Trail use would cause damage or pose serious threat to public safety.
    - Requires immediate public notification (upon discovery).
    - Requires closure of trail or segment until grade or priority is reduced to lower level.
    - The City, with the advice of trail steward, is responsible for making closure determination and providing notification.
    - Mitigation or correction will initiate ASAP.
    - City of Austin representative and Trail Steward must be notified immediately.
  - C. Concern/Moderate = Trail Maintenance Needs. Observed Water Quality/Quantity Threats
    - Public Notification within 24 hours.
    - Notification of City or Trail Steward within 5 working days.
    - The City and/or the Trail Steward are responsible for making the closure determination and notification.
    - Corrected or mitigated in 14 days.

- No closings unless further deterioration to next higher grade/priority is expected or occurs.
- D. Routine/Preventative = Trail and Facility Management or Maintain Water Quality/Quantity Measures
- Public notice as needed to avoid conflicts
  - The City and/or the Trail Steward are responsible for making the closure determination and notification
  - Address under routine maintenance schedule
  - Closure as needed to avoid conflicts
- E. Closure notifications shall include 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
3. Trail Rules – the Trail Administration Subcommittee shall develop rules governing public access and use of the trail supported by this MOA. 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 stakeholders fail to reach consensus to ratify these 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.
4. 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 MOA. This action shall be based upon non-compliance with this MOA, 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.
5. Periodic review
- a. The signatories of this agreement will meet to review the status of this agreement annually before its anniversary date. The annual review will 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 constraints and guidelines. 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 must be added through modification of this agreement.
  - b. 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.
6. 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 Steering 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 decided using the Stakeholder Steering

Committee's normal decision-making process of consensus. If the appeal fails in the first level, the decision may be appealed to the City Manager, whose decision is final (Second Level).

7. That any actions must comply with all local, State and Federal regulations.
8. This MOA may be revised or modified only with consent of all parties.
9. 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 MOA through modification and assume the obligations of the withdrawing signatory.
10. The following are contacts regarding this MOA. For the purposes of notice, the addresses of the parties are as follows


The City:

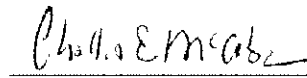
Austin Water Utilities/Wildland Conservation Division  
P.O. Box # 1088  
Austin, Texas 78767-8839  
Attention: Mr. William Conrad

Bull Creek Foundation

Charles McCabe  
1818 West 39<sup>th</sup> Street  
Austin, TX 78731

#### SIGNATURES

 \_\_\_\_\_ Date 4-27-04  
Joe Canales  
Deputy City Manager

 \_\_\_\_\_ Date 5-17-04  
Charles McCabe  
Bull Creek Foundation