

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF AUSTIN  
AND HILL COUNTRY CONSERVANCY**

**FOR PLANNING, CONSTRUCTING, OPERATING, AND MAINTAINING  
A PUBLIC TRAIL (“WALK FOR A DAY”) ON CITY OF AUSTIN AND  
OTHER LANDS**

**I. VISION**

“Walk for a Day” (WFAD) will be a well-planned, well-managed, and well-funded regional trail that will be constructed in phases as funding and other resources become available. WFAD will provide public recreational and wilderness experiences connecting people to the environment and heritage of Barton Springs and the Central Texas Hill Country.

**II. STATEMENT OF MUTUAL BENEFIT**

The City of Austin (City) and Hill Country Conservancy (Conservancy) enter into this Memorandum of Agreement (Agreement) for the mutual benefit of the City, the Conservancy, and our respective constituents and supporters. We propose to work collaboratively to plan, implement and operate WFAD in a public private partnership. This partnership provides value to diverse communities in a manner that shares limited resources for the benefit of everyone.

**III. PURPOSE**

The City and the Conservancy enter into this Agreement in order to create a framework to move WFAD from vision to action. In it, the City and Conservancy are defining the roles and responsibilities of each and creating a process to involve other partners. As a result of the implementation of the Agreement, the City and Conservancy expect to develop a Master Trail Plan to implement WFAD that clearly identifies estimated costs needed to endow the planning, construction, and operations for WFAD.

This Agreement is meant to help implement the City's philosophy of providing the public with access to land to learn the importance of our watersheds, how these natural systems function, and how the land is managed, while continuing to meet the primary responsibility of protecting water quality and quantity. The Agreement also supports the City's goal of protecting and preserving a Parks System and Preserve System that promotes recreational, cultural, and outdoor experiences for the Austin community. This public access will leverage the City's investment by sharing information with constituents so that they may protect sensitive watersheds near their homes and businesses.

#### **IV. THE CITY OF AUSTIN ("THE CITY") AGREES TO:**

- A. Once criteria stated in this Agreement have been met, make the appropriate sites on its Parks and Wildlands available for planning, construction, operation, and maintenance of a public access trail suitable for uses defined in a Master Trail Plan and subject to applicable local, federal, and state laws, codes, ordinances, and regulations.
- B. Ensure public participation in trail planning through existing public forums and forums specific to this project.
- C. Review plans and process City permits and approvals for segments of the trail that will require City permits.
- D. Provide technical assistance on issues related to sensitive and sustainable design, construction, operation, and management of a public access trail. This assistance may be in the form of staff input or contracted services at the City's sole discretion.
- E. Work with Hill Country Conservancy and other partners to develop appropriate procedures, standards, and protocols to provide for trail construction, management, emergencies, closures, monitoring of impacts, educational programs, and other operational matters.
- F. Confer with and advise signatories to this MOA and future MOAs on planning and construction funding, and operations and maintenance endowment requirements for segments of WFAD on City property.
- G. Ensure participation from all City departments where appropriate, including but not limited to Austin Water Utility, Parks and Recreation, Watershed Protection Department, Planning and Development Review

Department, Contract and Land Management, Public Works,  
Transportation, and Law.

**V. THE CONSERVANCY AGREES TO:**

- A. Negotiate the acquisition of trail easements, rights of way, or other land rights necessary to construct WFAD in a continuous corridor across its planned route in a manner consistent with item IV for ultimate conveyance to the City or other party agreeable to the City and HCC.
- B. Participate in planning and development of additional agreements to implement phases/segments of WFAD, including preparation and submission of plans to the City for approval.
- C. Assure that any proposals to design, build, and operate segments of WFAD include evidence of adequate resources to fund planning and construction, and perpetually endow operations and maintenance in an amount and manner established by the City in consultation with the Conservancy.
- D. Assure that trail construction, maintenance, education activities, and other trail-related projects are completed according to the terms of this Agreement.

**VI. IT IS MUTUALLY AGREED THAT:**

- A. Any proposal for a phase or segment will:
  - 1. Be governed by a separate MOA between the Conservancy and/or sponsors, partners and private property owners, and the City of Austin.
  - 2. Include evidence of adequate funding including cash or other resources and partnerships to adequately and perpetually fund an endowment for operations and maintenance expenses in a manner consistent with item V. C.
  - 3. Assure that proposals for WFAD segments are consistent with the mission, goals, and objectives defined by its owner for each individual property that WFAD crosses.

- B. The parties to this Agreement may invite other sponsors, partners and private property owners to participate in this collaboration in order to facilitate:
1. Finding solutions to complex challenges;
  2. Identifying and securing resources; and,
  3. Assuring accountability to one another.
- C. The Conservancy and/or others who advocate for or wish to sponsor trail segments will contract with and fund the work of trail planners and other professionals to perform tasks necessary to ensure appropriate public involvement, planning, design, and construction.
- D. The parties to this Agreement will involve citizens in:
1. General planning and environmental assessment;
  2. Determining actions to design and construct segments; and,
  3. Developing operational considerations.
    - a. Uses
    - b. Rules
    - c. Closure
- E. Each segment of WFAD shall include interpretive and educational components mutually agreed to by parties collaborating to sponsor that segment.
- F. The City is not obligated for any funding for planning, construction, operations, or maintenance for any segment or phase of WFAD.
- G. "Revocation" is a decision by the City of Austin to indefinitely close WFAD or any segment or phase on its property or any segment for which it is directly responsible for operations or maintenance 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, the procedures, standards, and protocols under IV.E of this MOA, or other MOAs implemented as a result of this agreement. Revocation cannot occur until the City has given written notice to HCC and HCC has had at least thirty days to cure the conditions causing revocation. Revocation will be enforced until non-compliance is corrected.

H. Periodic review

1. The signatories of this Agreement will meet to review the status of this Agreement at least once 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 Master Trail Plan. The status of each signatory shall be confirmed. If a signatory organization is no longer able to meet its obligations under this Agreement a substitute signatory must be added through modification of this Agreement. Otherwise a condition of non-compliance exists.
2. Following the annual review, the City of Austin shall notify the signatories to this Agreement 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.

- I. This MOA will be implemented so as to comply with all local, State and Federal regulations.
- J. This Agreement may only be revised or modified with the written consent of all parties.
- K. Any signatory may withdraw from this Agreement by providing ninety (90) days written notice to all other signatories. If the City withdraws from this Agreement after the entire trail or any segment or phase has been constructed and opened to the public, the City reserves the discretion to maintain public access and assume full responsibility for operation and maintenance only if an endowment, and/or other resources accepted by the City in lieu of an endowment, adequate to ensure full operations and maintenance in perpetuity exist under direct control of the City. Should other signatories withdraw, they must provide a substitute for their organization who will join the Agreement through modification and assume the obligations of the withdrawing signatory.
- L. The following are contacts regarding this Agreement. 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

Parks and Recreation Department  
P.O. Box 1088  
Austin, TX 78767-8839  
Attention: Sara Hensley

Watershed Protection Department  
P.O. Box 1088  
Austin, TX 78767-8839  
Attention: Nancy McClintock

Planning and Development Review Department  
P.O. Box 1088  
Austin, TX 78767-8839  
Attention: Greg Guernsey

Hill Country Conservancy:

Hill Country Conservancy  
P.O. Box 163125  
Austin, Texas 78716-3125  
Attention: George Cofer, Executive Director

\_\_\_\_\_ Date \_\_\_\_\_  
Rudy Garza, Assistant City Manager  
City of Austin

\_\_\_\_\_ Date \_\_\_\_\_  
Nikelle Meade, Board of Directors President  
Hill Country Conservancy