

COLLABORATIVE AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
SHOAL CREEK CONSERVANCY

This Agreement (“Agreement”) is entered into by the City of Austin (“City”), a home rule municipality, and the Shoal Creek Conservancy (“SCC”), a nonprofit organization.

1.0 Recitals and Purpose:

- 1.1 The purpose of this Agreement is to describe the collaboration among City Departments (Parks and Recreation Department, Watershed Protection Department and Public Works Department) and SCC as it concerns the Shoal Creek greenbelt, trail, parks, riparian area, and watershed (collectively referred to as the “Shoal Creek Watershed”).
- 1.2 As described in Austin City Council Resolution No. 20140501-037, both the City and SCC are interested in the development, management, and operation of a Shoal Creek Watershed Management, Trails, Parks, and Open Space Plan (“Plan”). Austin City Council Resolution No. 20140501-037 (Attachment #1) is incorporated into this Agreement by this reference.
- 1.3 SCC is dedicated to improving the Shoal Creek Watershed and building a strong community in support of these improvements. SCC desires to advocate for and to help implement improvements, including planning, capital improvements and operations and maintenance; to build the Shoal Creek Community; and to develop events, activities, and programming. SCC intends to initially focus on the area between 5th and 15th Streets.
- 1.4 The City’s success depends on the support, assistance, advocacy and enthusiasm of the public. The City recognizes and values SCC’s ability and commitment to engage the community and stakeholders.
- 1.5 The City supports the SCC’s efforts to
 - 1.5.1 implement improvements consistent with City plans and guidelines;
 - 1.5.2 raise funds for a consultant-led planning process; and/or
 - 1.5.3 collaborate with the City on the development of a staff led Plan within the Shoal Creek Watershed.

2.0 Parties:

- 2.1 The City of Austin, acting through its Parks and Recreation Department (PAR), Watershed Protection Department (WPD) and Public Works Department (PWD), is responsible for the Shoal Creek Watershed.
- 2.2 SCC is a nonprofit organization
 - 2.2.1 The City recognizes SCC as a key partner in
 - 2.2.1.1 planning and improvement projects within the Shoal Creek Watershed; and
 - 2.2.1.2 engaging the community on related issues.
 - 2.2.2 The City acknowledges the efforts of the SCC to improve and maintain the Shoal Creek Watershed.

3.0 Notice:

3.1 All notices and requests for approval required to be made under this Agreement shall be made by electronic mail or by hand delivery, to the addresses list below.

3.2 All communications with the City regarding this Agreement shall be directed to:

City of Austin Watershed Protection Department
Attn: Office of the Director
PO Box 1088, Austin, Texas 78767

City of Austin Public Works Department
Attn: Office of the Director
PO Box 1088, Austin, TX 78767

City of Austin Parks and Recreation Department
Attn: Office of the Director
PO Box 1088, Austin, TX 78767

3.3 All communications with SCC regarding this Agreement shall be directed to:

Shoal Creek Conservancy
Attn: Ted Siff, President
707 West Avenue, Suite 101
Austin, Texas 78701
electronic mail: teds@shoalcreekconservancy.org

With copy to:

Shoal Creek Conservancy
Attn: Joanna Wolaver, Executive Director
707 West Avenue, Suite 101
Austin, Texas 78701
electronic mail: joanna@shoalcreekconservancy.org

4.0 Roles and Responsibilities:

4.1 Community Building/Public Education

4.1.1 SCC will build the Shoal Creek community and raise awareness of watershed-wide issues through volunteer improvement projects, outreach and educational activities and public events.

4.1.2 With City approval, SCC may develop events, activities, and programming on City property that are consistent with the City's mission and are open to the public.

4.2 Community Engagement and Stakeholder Process

4.2.1 SCC will assist with efforts to identify, link and engage the community and interested stakeholders in community engagement and stakeholder input processes related to planning and capital improvements.

4.3 Fundraising

4.3.1 SCC will seek to raise private funds through grant writing and other fundraising for:

- 4.3.1.1 Planning – Planning efforts in collaboration with the City
- 4.3.1.2 Improvements - City approved improvements
- 4.3.1.3 Maintenance – Enhanced park, trail and waterway maintenance
- 4.3.1.4 Programming – Educational activities and public events.
- 4.3.2 The City will assist SCC by providing advice, consultation, and review of documents and fundraising materials.
- 4.4 Planning
 - 4.4.1 The City is responsible for overseeing planning efforts and developing a Plan within the Shoal Creek Watershed.
 - 4.4.2 With City input, approval, oversight and collaboration, SCC may work with planning professionals to develop, fund and implement the Plan. City input, approval, oversight and collaboration will be required from scope development and throughout the planning process.
 - 4.4.3 During calendar year 2015, the parties agree to discuss the approach, scope of work, roles and responsibilities, budget requirements and funding strategy needed to create the Plan.
 - 4.4.4 The parties agree that the goal of these discussions is to develop a strategy and potential timeline by December 31, 2015.
- 4.5 Capital Improvements
 - 4.5.1 The City is responsible for capital improvements within the Shoal Creek Watershed.
 - 4.5.2 With City input and approval, SCC may work with planning and design professionals to develop and implement capital improvement projects, including all necessary permits and approvals, under a separate agreement with the City. Supervision may be required on City-owned property or easements.
- 4.6 Leveraging Volunteers and Private Resources
 - 4.6.1 The City is responsible for maintenance and improvements within the Shoal Creek Watershed.
 - 4.6.2 With City input and approval, SCC may work with volunteers and pro-bono contractors to implement maintenance and small-scale improvement projects such as (but not limited to) graffiti removal, landscaping, habitat restoration, rain gardens and trail maintenance.
 - 4.6.3 SCC will recruit volunteers for workdays as well as engage highly skilled pro-bono assistance for designing and implementing projects.
 - 4.6.4 Supervision may be required on City-owned property or easements.
- 4.7 Advocacy
 - 4.7.1 SCC will organize a strong voice to advocate and support improvements within the Shoal Creek Watershed.
 - 4.7.2 SCC will advocate for policy changes, long-range planning, and implementation for Shoal Creek Watershed as identified in adopted City planning documents.
 - 4.7.3 SCC will also participate in the public budget process to advocate for improvements to the Shoal Creek Watershed.

4.7.4 SCC will help leverage strong partnerships with individuals, businesses, developers, neighborhood associations and other civic groups as well as other nonprofits throughout the Shoal Creek Watershed, including a growing Conservancy membership.

4.8 Maintenance & Operations

4.8.1 The City is responsible for maintenance and operations within the Shoal Creek greenbelt, trail and channel.

4.8.2 The City will continue to provide maintenance and operations consistent with citywide prioritization and subject to approval by Council.

4.8.3 With City approval, SCC may work with a private contractor to provide an enhanced level of service that provides for management and operations on a specific project or a specific section of trail or greenbelt. Supervision may be required on City-owned property or easements.

4.8.4 SCC will also supplement the City's current maintenance activities through regular volunteer workdays.

5.0 General Provisions


5.1 Amendment. This Agreement may be amended only if the amendment is in writing and both parties agree to the amendment.

5.2 Effective Date. This Agreement is effective on the date it is signed by the last party.

5.3 Term. This Agreement will remain in effect for a term of five years, which begins on the Effective Date, or until the City Council adopts the Plan.

BY THE SIGNATURES affixed below, the above Agreement is hereby accepted as to all terms and conditions.

CITY OF AUSTIN:

 3/19/2015
_____ Date

Victoria Li

Date

Director

City of Austin Watershed Protection Department

 3/19/15
_____ Date

Howard Lazarus

Date

Director

City of Austin Public Works Department

 3/24/15
_____ Date

Sara L. Hensley, CPRP

Date

Director

City of Austin Parks and Recreation Department

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