

## **MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) was initially entered into the \_\_\_\_ day of \_\_\_\_\_ 2025 by and between the **CITY OF NEW BRAUNFELS** (the “City”), a home-rule city under the laws of the State of Texas, and **COMAL COUNTY WATER RECREATIONAL DISTRICT NO. 1** (“CCWRD”), a political subdivision of the State of Texas individually referred to as “Party” or collectively referred to as the “Parties”.

### **RECITALS**

**WHEREAS**, the City has been a participant in the Edwards Aquifer Habitat Conservation Plan (EAHCP), a plan that defines how the City and the partners protect federally listed species that live in the Edwards Aquifer, Comal Springs and San Marcos Springs; and

**WHEREAS**, with a partnership and financial agreement with the United States Fish and Wildlife Service, the CCWRD is designing and constructing a sediment retaining fence (Project) that aims to reduce sedimentation and siltation of certain spring openings associated with these federally listed species; and

**WHEREAS**, the participants in the EAHCP have agreed to monetarily supplement this Project during the course of the annual participation of the City in the EAHCP; and

**WHEREAS**, the City entered into an interlocal agreement with the Edwards Aquifer Authority (EAA) on January 1, 2021 through March 20, 2028 to receive funding through the EAHCP to cover the costs of implementation of environmental restoration activities associated with endangered species habitat conservation which includes work such as the Project; and

**WHEREAS**, the City wishes to reimburse CCWRD for funds disbursed during the construction of the Project in an amount not to exceed \$118,764, which will be invoiced to the City and paid to CCWRD prior to December 31, 2025.

**NOW, THEREFORE**, in consideration of the representation, covenants, and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

1. The CCWRD will design and construct the Project, to include a permanent sediment retaining fence near Spring Island in New Braunfels and hire a contractor(s) to perform the work.

2. The purpose of the Project is to prevent future sedimentation and siltation in an area of Landa Lake known to be an excellent habitat for the Comal Springs Riffle Beetle, a federally listed endangered species.
3. The CCWRD shall document work efforts and log time spent on individual work activities and the progress made by contractors working from CCWRD approved turnkey proposals for the purposes of invoicing and reporting.
4. The CCWRD shall submit monthly invoices for each previous month's activities to the City by the 10<sup>th</sup> of the month that provide an itemization of the Services rendered and costs and expenses incurred during the billing cycle. Documentation in the invoice packet must be sufficiently itemized and detailed and include invoices and/or receipts for all purchases and expenses (summary credit card charge receipts are not acceptable) to clearly discern purchases made. Purchases and expenses documented with lost receipt forms are not eligible for reimbursement. Receipts without purchase details or that are not legible are not acceptable at any time. Alcohol purchases will NOT be reimbursed under any circumstances. Mileage will be reimbursed at the current IRS approved rate, if submitted.

The invoice shall be sent to the following:

City of New Braunfels  
C/O: Phillip Quast, Watershed Supervisor  
River and Watershed Division, Public Works Department  
550 Landa Street, New Braunfels, TX 78130  
[pquast@newbraunfels.gov](mailto:pquast@newbraunfels.gov)

Email is the preferred method of invoice submission. The City will review the invoice and supporting documentation and upon confirmation that the invoice complies with the requirements stated in this MOU, will remit payment to CCWRD for the amount included in the monthly invoice. The City will remit payment to CCRWD within 30 days of receipt of the invoice.

5. If any clause or provision of this MOU is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the City Charter, City Code or ordinances of the City, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this MOU shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this MOU that is invalid, illegal or unenforceable, there be added as a part of this MOU a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

6. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought hereunder will be exclusively in Comal County, Texas.
7. In performing any activities reasonably related to this MOU, all parties shall comply with all applicable provisions of federal, state, and local laws, and regulations in effect at the time of such activities.
8. This MOU may only be terminated by mutual written agreement by both parties.
9. This MOU shall become effective upon execution of the MOU by both parties.
10. The Parties agree that this MOU cannot be assigned.
11. This MOU constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and any prior understandings between the Parties, whether written or oral. No amendment, modification or alteration of the terms of the Agreement will be binding on any Party unless the same is in writing, dated subsequent to the date hereof, and is approved by the governing bodies and duly executed by the Parties.

**IN WITNESS WHEREAS,** the City and CCWRD mutually consent to enter into this MOU on the date set forth above.

**COMAL COUNTY WATER  
RECREATIONAL DISTRICT  
NO. 1**

**CITY OF NEW BRAUNFELS**

\_\_\_\_\_  
Richard Yonker, President

\_\_\_\_\_  
Robert Camareno, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date