

**CITY OF FORT WORTH AND BENBROOK WATER AUTHORITY
AGREEMENT TO DECERTIFY A PORTION OF
BENBROOK WATER AUTHORITY'S CCN
AND AMEND FORT WORTH'S CCN**

This **AGREEMENT TO DECERTIFY A PORTION OF BENBROOK WATER AUTHORITY'S CCN AND AMEND FORT WORTH'S CCN** ("Agreement") is entered into by and between the City of Fort Worth, a home-rule municipal corporation of the State of Texas, ("Fort Worth"), acting by and through Fernando Costa, its duly authorized Assistant City Manager, and the Benbrook Water Authority, a conservation and reclamation district created under article XVI, Section 59 of the Texas Constitution ("BWA"), acting by and through David Smith, its duly authorized General Manager.

WHEREAS, the Benbrook Water Authority is the holder of Certificate of Convenience and Necessity ("CCN") Nos. 11260 and 20505, authorizing it to provide treated water service within the identified service area; and

WHEREAS, the City of Fort Worth is the holder of Certificate of Convenience and Necessity No. 12311, authorizing it to provide treated water service within the identified service area; and

WHEREAS, the City of Fort Worth and the City of Benbrook entered into a Joint Ordinance and Boundary Agreement ("Boundary Agreement") in 2014, identified as City of Fort Worth Ordinance No. 21482-09-2014 and City of Benbrook Ordinance No. 1376, which adjusted the boundary between the City of Fort Worth and the City of Benbrook for twelve areas; and

WHEREAS, as part of the Boundary Agreement, Benbrook relinquished 14.79 acres from the area commonly known as the Park Ridge Stables ("Parcel"), from its corporate limits to the City of Fort Worth; and

WHEREAS, the boundary of the Parcel added to Fort Worth's corporate boundaries terminates at Highway 377's east right-of-way; and

WHEREAS, Benbrook Water Authority's CCN No. 11260 terminates at Highway 377's center line; and

WHEREAS, the City of Fort Worth and Benbrook Water Authority wish to include the area between the Highway 377 center line and the east right-of-way line in the City of Fort Worth's CCN in addition to the Parcel in the area to be decertified from Benbrook Water Authority's CCN and added to City's CCN; and

WHEREAS, the total area to be decertified from Benbrook Water Authority's CCN and added to the City of Fort Worth's CCN is 16.7 acres, as referenced by data and mapping information the City of Fort Worth filed in the Public Utility Commission of Texas Interchange Docket Number 55455, Item No. 12; and

WHEREAS, the City received a signed consent letter allowing the City to provide retail water service within Benbrook's corporate limits from the City of Benbrook on May 21, 2024.

NOW, THEREFORE, in consideration of the above recitals, the City and BWA do hereby agree as follows:

I.

BWA and Fort Worth agree to decertify 16.7 acres from BWA's CCN Nos. 11260 and 20505 and amend Fort Worth's CCN No. 12311 to transfer the 16.7 acres to Fort Worth's CCN. The 16.7 acres are detailed in the data and maps identified in Public Utility Commission Interchange Docket No. 55455, Item No. 12.

II.

BWA and Fort Worth agree that the designation under this Agreement of areas and customers to be provided water service is valid and enforceable and may be submitted to the PUC for approval at the appropriate time pursuant to Section 13.248 of the Texas Water Code regarding contracts between retail public utilities.

III.

BWA and Fort Worth agree to cooperate in good faith in achieving formal resolution of the CCN amendment applications before the PUC. BWA hereby consents to the decertification of its service areas within its CCN as stated herein.

IV.

No provision or term contained in this Agreement shall be construed to create any type of partnership or joint venture between the parties hereto, nor shall same create any rights or liabilities except as stated herein.

V.

This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders or regulations of any state or federal government authority having or asserting jurisdiction.

VI.

In addition to any other remedy as may be provided by law, this Agreement shall be specifically enforceable by the parties hereto. Venue for any action shall lie in Tarrant County, Texas. This Agreement shall be effective on the date signed by the City of Fort Worth's Assistant City Manager.

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

<p>By: _____ Name: Fernando Costa Title: Assistant City Manager</p> <p>Date: _____</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Name: Christopher Harder, P.E. Title: Fort Worth Water Department Director</p> <p>ATTEST:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Stacy Walters Title: Contract Services Administrator</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Name: M. Kevin Anders, II Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: Form 1295: N/A</p>
---	---

BENBROOK WATER AUTHORITY:

<p>BENBROOK WATER AUTHORITY</p> <p>By: _____ Name: David Smith Title: General Manager</p> <p>Date: _____</p>
