



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, November 07, 2023 at 6:30 PM

212 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

A. Consideration and Discussion related to the Tarrant County Appraisal District Ballot of Appointments to Board of Directors beginning January 1, 2024.

B. Staff Report - Substandard Building Processes and Procedures Update.

8. CONSIDERATION AND POSSIBLE ACTION

A. ORDINANCE #804 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVERMAN, TEXAS BY AMENDING SECTION 19-76 "SPECIAL ORDINANCES PROHIBITING OR REGULATING PARKING OF VEHICLES AT SPECIFIC PLACES ON DESIGNATED STREETS" OF DIVISION 1 "GENERALLY" OF ARTICLE III "STOPPING, STANDING AND PARKING"; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

B. RESOLUTION # 2023-11-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR COMMUNICATIONS CENTER AND EMERGENCY DISPATCH SERVICES WITH THE BRIAR-RENO FIRE DEPARTMENT (BRFD); AND PROVIDING AN EFFECTIVE DATE.

C. RESOLUTION #2023-11-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR COMMUNICATIONS CENTER AND EMERGENCY DISPATCH SERVICES WITH THE TOWN OF EDGECLIFF VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

D. Discuss and Consider Removal of Bobbie Montgomery from the Senior Citizens Advisory Committee

E. Discuss and Consider Removal of Danny Longoria from the Senior Citizens Advisory Board

F. Discuss and Consider Appointment of Dorothy Walker to the Senior Citizens Advisory Board

G. Discuss and Consider Appointment of Earl Walker to the Senior Citizen Advisory Board

9. EXECUTIVE SESSION

10. CITY MANAGERS REPORT

11. MAYOR'S REPORT

12. ADJOURN

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday November 3, 2023.

/s/ Mindi Parks
City Secretary

Citizens may watch city council meetings live on YouTube. A link to the City of Everman YouTube channel is provided on the city website at: www.evermantx.us/government/citycouncil/

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

Pursuant to Section 551.071, Chapter 551 of the Texas Government Code, Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting, to receive advice from its attorney on any posted agenda item, as permitted by Law. Additionally, Council may convene into Executive Session to discuss the following:

- A. Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney.
- B. Section 551.072 - Purchase, Sale, Exchange, Lease, or Value of Real Property.
- C. Section 551.073 - Deliberation Regarding Prospective Gift.
- D. Section 551.074 - Personnel Matters.
- E. Section 551.087- Deliberation Regarding Economic Development Negotiations.
- F. Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

Citizens wishing to submit written comments should e-mail the City Secretary at mparks@evermantx.net. Comments that are received at least one-hour prior to the start of the meeting will be provided to all council members.

According to the City of Everman Policy on Governance Process, individual citizen comments will be restricted to three (3) minutes unless otherwise determined by a majority vote of the Council. The mayor is responsible to enforce the time limit. Citizens may address City Council either during the Citizen Comments portion of the meeting or during deliberation of a listed agenda item. City Council is only permitted by Law to discuss items that are listed on the agenda. Citizens wishing to make comments should notify the City Secretary as soon as possible.

City Hall is wheelchair accessible. Parking spaces for disabled citizens are available. Requests for sign interpretative services must be made 48 hours prior to the meeting. To make arrangements, call 817.293.0525 or TDD 1.800.RELAY TX, 1.800.735.2989.



William Durham
Executive Director
Interim Chief Appraiser

October 27, 2023

Ray Richardson
Mayor
City of Everman
212 N. Race
Everman, Texas 76140

RE: Ballot for Appointments to Board of Directors beginning January 1, 2024

Dear Mr. Richardson:

Following up on my September 22, 2023, letter about nominating candidates for appointment to Tarrant Appraisal District's Board of Directors, I prepared a ballot as required by the Texas Property Tax Code. That letter lists the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The taxing units listed are not required to vote but, if they choose to do so, ***they may determine their votes only by a resolution adopted by the governing body and they must submit the resolution to me before December 15, 2023.*** The resolution and the completed ballot if you wish to include it should be sent by mail to William Durham, Interim Chief Appraiser, Tarrant Appraisal District, P. O. Box 185579, Fort Worth, Texas, 76181-0579 or by email to jwooddell@tad.org.

Enclosed are the ballot, bios collected from nominees and taxing units, and a sample resolution form. The remaining steps in the appointment process and schedule set out in the Property Tax Code may be summarized as follows:

before December 15, 2023	Governing bodies of taxing units determine their votes by resolution and submit votes to Chief Appraiser
before December 31, 2023	Chief Appraiser counts votes, determines which candidates received the most votes, and submits results to taxing units
January 1, 2024	new term begins

If you have questions, please do not hesitate to call Julie Wooddell at 817.595.6006.

Sincerely,

William Durham
Executive Director
Interim Chief Appraiser

WD:jw Enclosures (3)
Mr. Michael Box





OFFICIAL BALLOT

ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS
TARRANT APPRAISAL DISTRICT

Following are the candidates for appointment to the five (5) voting positions on the Board, listed alphabetically with the taxing unit(s) that timely submitted the nominations for each.

Please indicate your taxing unit's vote(s) by **entering the number of votes to the left of your candidate(s)** of choice.

VOTES FOR	Nominees
	Mr. Alan Blaylock
	Mr. Rich DeOtte
	Mr. Gary Losada
	Mr. Jerald Miller
	Ms. Gloria Pena
	Mr. Vince Puente, Sr.
	Mr. Jacob Wurman

IMPORTANT: This ballot must be returned **before December 15, 2023** to William Durham, Interim Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by email to jwooddell@tad.org.

Please attach this ballot to the resolution passed by your taxing unit authorizing this vote.



Alan Blaylock

4801 Cargill Circle, Fort Worth, TX 76244

Personal - Cell: 817-727-3720, Email: ajblaylock@gmail.com

City - Cell: 817-233-2940, Email: Alan.Blaylock@fortworthtexas.gov

City of Fort Worth Councilmember Alan Blaylock is a dedicated community leader who has significantly contributed to his hometown, Fort Worth, Texas. In his short time as council member, he has achieved significant victories that have positively impacted the lives of families and businesses in the area. With an unwavering commitment to serving the public, Alan has personally addressed constituent concerns and continues to be a staunch advocate for the needs and well-being of those he serves.

A strong advocate for public safety, Alan has taken decisive actions to strengthen the Police and Fire departments. Alan voted to fund new positions and provide essential training to ensure the community's safety. Under his leadership, the number of unfilled public safety positions significantly decreased, contributing to a safer environment for residents. The Fort Worth Police Officers Association and the Fort Worth Professional Firefighters Association recognize Alan and endorse his initiatives.

Recognizing the burden of property taxes on Fort Worth taxpayers, Alan emerged as the leading proponent of responsible fiscal policies. As a council member, he has supported the "no new revenue rate," a crucial measure to prevent taxes from rising with appraisal values. His commitment to preserving and improving neighborhoods and infrastructure was evident in his efforts to revise Transportation Impact Fees, secure the establishment of the first H-E-B Grocery in Fort Worth, and pass the Short-Term Rental Ordinance to safeguard the community's residential areas. Alan continues to play an active role in Zoning. He diligently strives to maintain harmony between development projects and neighborhood interests.

Homelessness and city management are equally critical areas of focus for Alan. He secured substantial funding to enhance the city's capabilities and staff in addressing homelessness and its associated challenges, including panhandling. His efforts to implement measures, such as "no panhandling" signs, the Shopping Cart Ordinance, and the purchase of street sweepers, reflect his commitment to maintaining a clean and safe city.

Before being elected into office, Alan served as Senior Product Manager at Nokia for several years, previously holding Lead Software Developer and Project Manager positions at Owen Oil Tools.

As a family man deeply connected to Fort Worth, Alan's love for the city is evident in his actions and decisions as a city council member. He prioritizes delivering tangible results rather than engaging in political grandstanding. His business insight enables him to cut wasteful spending and identify efficiencies, ensuring taxpayer money is utilized effectively without compromising essential city services. Alan is committed to improving the quality of life for his constituents, focusing on infrastructure and roads, public safety, and lowering taxes.

Alan and his wife, Mindy, are proud parents of two daughters and active supporters of The Children's Miracle Network and The Leukemia & Lymphoma Society.

Alan has a record of community service, participating in the following:

- Heritage Homeowners Association Board
- Crime Control and Prevention District Advisory Committee
- Public Improvement District Advisory Committee
- Arts Council of Fort Worth Advisory Committee
- Eagle Ridge Elementary Parent Teacher Board (PTA)
- Foundation of a Regional Youth Swim Team

Currently, he holds positions on several vital committees and boards within the City of Fort Worth:

- CFW – Audit: Chair
- CFW – Mobility: Infrastructure & Transportation: Member
- RTC – Regional Transportation Council: Member
- CFW – Research & Innovation Local Government Corp.: Board of Directors
- CFW – Fort Worth Local Development Corporation: Board of Directors, Vice President
- CFW – Central City Local Government Corporation: Board of Trustees
- CFW – Lone Star Local Government Corporation: Board of Directors, Vice President
- CFW – Fort Worth Housing Finance Corporation: Board of Directors, Director
- CFW – Crime Control & Prevention Board: Board of Directors

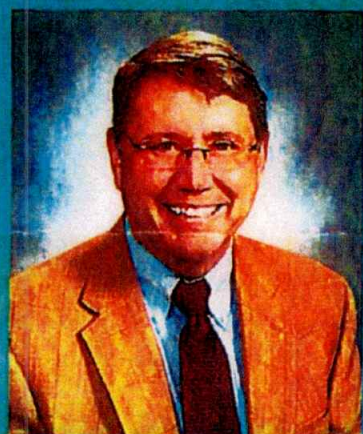
Furthermore, Alan is actively involved in several Tax Increment Financing Districts (TIFs) and continues to lead Public Improvement Districts (PIDs), holding the following positions:

- TIF 2 (The Speedway): Chair
- TIF 10 (Lonestar): Vice Chair
- PID 7 (Heritage): Currently, ex officio member (Advisory Board President) serving in the role in overseeing and supporting the functions of the PID for the benefit of the community.

As a fiscally responsible and community-oriented leader, Councilmember Blaylock leads oversight responsibilities for financial matters, while remaining dedicated to ensuring Fort Worth's improvement and its residents' overall well-being.

RICHARD W. DEOTTE, P.E., CFM

420 Johnson Road; Suite 303
Keller, Texas 76248
Office: 817-337-8899 ~ Cell: 817-946-6088
richdeotte@deotte.com



EDUCATION:

- Texas A&M University, 1985; Bachelor of Science in Civil Engineering

LICENSES:

- Registered Professional Engineer, Texas No. 74232
- Nationally Accredited Certified Floodplain Manager #1586-09N

"As I have in all my public service, I will seek to provide Fairness, Transparency, Service and Quality as a Director on the Board of the Tarrant Appraisal District."

Personal

- Native Texan having lived in Tarrant County for 27 years and in Southlake for the last 14 years.
- Married for 34 years to Yvette.
- Three Children
- 1985 graduate of Texas A&M

Professional

- A Civil Engineer and land development consultant for 34 years.
- Majority owner in DeOtte, Inc. from 2000 to present, a civil engineering and development consulting firm in Keller, Texas serving governmental and private clients on a range of diverse projects but especially providing cost effective and innovative solutions to large scale drainage and erosion control projects, municipal infrastructure and exceptional residential developments in northeast Tarrant county.
- Expert consultant and expert witness on engineering related court cases over the last 20 years.
- Developed familiarity with TAD's operations and services and how those affect land development and infrastructure re-development.

Volunteer

- Served two years as the chairman of the Tarrant County Sheriff's Department Civil Service Commission. Initiated and led a much needed major re-write of the civil service rules which passed and were implemented.
- A regular public speaker on various issues including training on engineering ethics focusing on the aspect of personal happiness and how to achieve responsible professional standards.
- Served as an adult leader in Boy Scouts as Den Leader, Assistant Scout Master and as Scout Master.
- Taught physics for a year on a voluntary basis.
- Ham radio operator, Technician License, KG5FYB.
- Active in church throughout adult life chairing building committees, teaching Sunday school, preaching, leading worship, serving as a deacon, and chairing a deacon board.

I have a professional record solving technically complicated problems with large groups of people with diverse interests and engaging and assisting parties to work together to resolve issues. Throughout my personal, professional and volunteer life, my proficiency in bringing people together to find common ground to collaborate to find the right solution has been crucial.

Gary M. Losada

Southlake, Texas

214-405-1416
glosada@sbcglobal.net

EXPERIENCE:

- Testified before Texas Senate Property Tax Reform Committee Hearing April 27, 2016
- Tarrant County Appraisal Review Board
- President of Office Liquidation Center and Aztec Glass
- Served on Blue Chip Review Committees for Arlington Independent School District
- Director of Human Resources, LTV Kentron International
- Assistant to Superintendent, Santa Rosa City Schools, Santa Rosa, California
- Assistant to City Manager Palo Alto, California

EDUCATION:

- M.A. Degree Education /Organization Administration, Stanford University 1974
- B.A. Degree Sociology/ Business Minor, University of San Francisco 1973

Residences:

- Southlake, Tx 2013 – Present
- Arlington, Tx 1990 – 2013

Tarrant Appraisal District – Board of Directors

2020-2021

Governing body for Central Appraisal District

Tarrant Co. Appraisal Review Board

2009 - 2015

Served as hearings committee chair all six years. Responsible for conducting hearings between Tarrant Appraisal District and taxpayers. Included residential, commercial and personal property taxes. Opined on various exemptions and valuations of real estate.

President – GMPL Corporation

Purchased raw land for development. Presented various planned developments to city government/council and planning and zoning.

President – Office Liquidation Center/Aztec Glass Company

Purchased and sold new and used office furniture. Purchased and distributed wholesale glass imported from Mexico to florists and grocery chains.

Director of Administration – Dallas Area Rapid Transit

Hired in second year of operation in order to organize and establish various departments such as human resources, purchasing, data processing, building and office management as well as policy development.

Director of Human Resources – LTV Kentron International/Oil States Ind.

Chief Labor negotiator, responsible for corporate wide staffing and training.

Assistant to Superintendent – Santa Rosa City Schools, Santa Rosa, California

Responsible for pupil transportation, data processing, Board policy implementation and labor relations.

Assistant to City Manager – Palo Alto, California

Responsible for budget preparation, policy implementation public relations, special assignments by City Manager.

CURRICULUM VITAE

JERALD MILLER

P.O. Box 164
Fort Worth, 76102

Education	1992-1994	New School For Social Research	New York, NY
	Jazz Performance Major ▪ Studied full music, music business and Liberal arts curriculum.		
	1990-1992	University of New Orleans	New Orleans, LA
	Jazz Performance Major ▪ Studied music under Harold Batiste, and Ellis Marsalis, and the basic liberal arts curriculum.		
Teaching/ Consultancy Experience	▪ 2004 International Association of Jazz Educators (IAJE) New Media Panel ▪ 2005 – 2007 Consultant for Dr. Billy Taylor, Artistic Director - Kennedy Center ▪ 2007 – 2010 Consultant for various entertainment companies on launching New Media Initiatives 2008 International Association of Jazz Educators (IAJE) New Media Panel ▪ 2008 – 2010 Consultant, Jazz at Lincoln Center ▪ 2009 Jazzweek Radio Panel – Digital Initiatives Panel ▪ 2010 Conducted New Media Workshop at the New School For Social Research for group of 20-25 students ▪ 2012 Digital Music Conference Panel Creator & Moderator (How To Develop Jazz, Classical, and Non-Popular Music for Digital Distribution in the 21 st Century) ▪ 2012 Chamber Music of America Panelist – Digital Initiatives (US) ▪ 2012 Future of Music Coalition – Featured Speaker (US) ▪ 2013 MIDEM featured Speaker in Classical Music Village (France) ▪ 2013 APAP (International Arts Presenters)- Featured Speaker (US) ▪ 2013 Digital Music Forum – Featured Speaker (US) ▪ 2014 MIDEM featured Speaker in Jazz, Classical World (France) ▪ 2014 JazzAhead featured Speaker (Germany) ▪ 2014 Digital Entertainment World featured Speaker (US) ▪ 2015 DEW featured panelist (US) ▪ 2015 JazzAhead Keynote Speaker (Germany)		

- **2016 Jazz Education Network (JEN) Featured Speaker (US)**
- **2016 Chamber Music America (CMA) Featured Speaker (US)**
- **2016 2014 JazzAhead featured Speaker (Germany)**
- **2017 JazzAhead Keynote Speaker (Germany)**
- **2018 CD Baby DIY Music Conference – Speaker (US)**
- **2018 JazzAhead Keynote Speaker (Germany)**
- **2019 DEW featured panelist (US)**
- **2020 DEW Guest Speaker series (Streamed Worldwide)**
- **2021 JazzAhead Independent Artists' Workshop Leader & Speaker (Germany)**
- **2022 JazzAhead Independent Artists' Breakout Session Leader (Germany)**
- **2023 Arlington Music Industry Conference Keynote Speaker**

**Professional
Recognition &
Affiliations**

- **1997, 1998 Nominee A&R of the Year by Gavin (Jazz)**
- **National Academy of Recording Arts & Sciences - Voting Member.**
- **2000 Nominee Independent Promoter of the Year by Gavin (Jazz)**
- **2008 Certificate of Recognition National Academy of Recording Arts & Sciences (NARAS) for Education**

Employment

September 2019 – Present Brooklyn Sci-Fi Film Festival (P/T) Brooklyn, NY

Managing Producer

- Responsible for overall creation and development of a one-week on-line Science Fiction Film Festival with international submissions from a variety of age groups and categories culmination in an awards ceremony in Brooklyn, NY

December 2018 – Present National Black Symphony New York, NY

Executive Director/Executive Producer/Artistic Director

- Responsible for overall Artistic Planning, Artistic Administration, Artist & Orchestra Relations, Board Relations, Finance, Marketing & Promotions, Concert Production, External Relations & Development, Orchestra Operations.

March 2019 – December 2020 Ori-Gen Music Festival New York, NY

Managing Producer/Curatorial Board Member

- Responsible for Conceiving, Developing, and managing all activities for international multi-day pan-Latino music festival to launch in 2021 in partnership with the Afro Latin Jazz Alliance and Latin Academy of the Recording Arts & Sciences.

February 2019 – June 2019 Japanese Jazz Festival New York, NY

Consulting Producer

- Responsible for strategic planning, marketing, and negotiation strategies for multi-day international jazz festival featuring Japanese artists living in the U.S. in partnership with the Japanese consulate and Japanese ambassador.

2016 – February 2020 **Ellis Marsalis International Jazz Piano Competition** West Virginia

Executive Director/Creator/Executive Producer/Artistic Director

- Developed a strategic partnership between Marshall University in Huntington, West Virginia and NEA Jazz Masters Ellis & Jason Marsalis for a "first of kind" international jazz piano competition with over \$200,000 in cash and prizes to launch in 2018.
- Responsible for creating, developing, and implementing strategies to strengthen and increase audience growth, earned income, and creating subscribers to programs while exceeding goals.
- Develop and foster relationships between potential patrons and sponsors for the triennial international jazz piano competition with a budget of over \$300,000; responsible for identifying governmental and private grant opportunities and managing the application & reporting processes, as well as stewardship and securing individual and corporate donors.
- Fostered and created partnerships between large scale arts organizations and local community organizations, including but not limited to special events for children and senior citizens.
- Provided consultation and development guidance to state university in support of development of fundraising goals.
- Conceive, develop, implement operational plan & marketing plan for (2) day international jazz piano competition.
- Hire and manage festival staff across (4) states and supervise day-to-day operations, and for all board relations.
- Responsible for developing and maintaining labor relations between various labor partners while leading various efforts including but not limited to contract management, grievance processes, and negotiation process.
- Responsible for financial oversight including creation of budgets, financial reports, auditing, cash flow, accounts payable and receivable, collection and input of data into financial systems, generation of reports, and oversight of all financial controls and procedures for costs, revenues, incomers and inventories.
- Responsible for oversight, Management, and compliance with licenses and agreements with local city and state licensing agencies and governmental and music organizations.
- Curation of art and photo exhibits for month long presentations in public exhibitions.

2016 – December 2020 **Huntington International Jazz Festival**

West Virginia

Executive Director/Creator/Executive Producer/Artistic Director

- Developed strategic partnership with the City of Huntington, West Virginia, Marshall University, and NEA Jazz Masters Ellis & Jason Marsalis for the creation of the first International Jazz Festival in the state of West Virginia.
- Responsible for creating, developing, and implementing strategies to strengthen and increase audience growth, earned income, and creating subscribers to programs while exceeding goals.
- Execute the community interests and developed varied community activities to engage a wide variety of interests with educational and entertainment activities in a fiscally responsible manner and successful manner while highlighting the unique offerings of the festival and distinguishing it from other neighboring events.

- Vigorously represented the festival to the region and state's artistic, political, economic, university, and social communities; develop and maintain active community based constituencies in support of the festival.
- Balance a highly complex set of duties and relationships that blends aggressive entrepreneurship, artistic leadership, community relations and strong financial management.
- Conceive and develop artistic & educational programming while overseeing the planning, negotiating, and managing of an ambitious schedule of events that attracts a broad level of public interest and support while working to assure programming that is necessary to financially support the costs of operating the festival.
- Lead and motivate a staff of individuals who are responsible for the day-to-day operations of the festival including fundraising, marketing, programming, education. Facility operations, finance, ticketing, community relations, legal and short and long range planning.
- Provide support to the Advisory Committee and Board of the organization in the fulfillment of their duties including but not limited to scheduling meetings; setting agendas; preparing and presenting reports; developing infrastructure and reporting systems; and fostering and ensuring effective communications between divisions of the organization.
- Conceive, developed, and implemented marketing and communications strategies including developing system for inter-partnership communications; d relationships and partnerships with a wide variety of community organizations and higher lev; developing materials for partnership development, marketing, and publicity use; creating and overseeing social media and web strategy; conceiving, developing, and implementing digital & traditional media campaigns across traditional and non-traditional print, digital, radio, and television outlets both domestically and internationally.
- Conceive, development, and implement operational budget fo over \$500,000 per year for the annual festival and related events; booking and programming of the festival in a manner that appealed to broad coalition of the community.
- Responsible for financial oversight including creation of budgets, financial reports, auditing, cash flow, accounts payable and receivable, collection and input of data into financial systems, generation of reports, and oversight of all financial controls and procedures for costs, revenues, incomers and inventories.
- Responsible for oversight. Management, and compliance with licenses and agreements with local city and state licensing agencies and governmental and music organizations.

2010-Present

Nu Jazz Agency

New York, NY

Managing Director

- Provided marketing, management and business support to numerous Grammy nominated and award-winning artists across a wide range of genres including Classical and Jazz for both U.S based and International performing arts organizations.
- Provided support in creating, developing, and implementing strategies to strengthen and increase audience growth, earned income, and to retain subscribers to arts programs while exceeding goals.
- Provided assistance in developing patronage and fostering relationships between potential patrons and arts organizations senior staff.
- Fostered and created partnerships between large scale arts organizations and local community organizations, including but not limited to special events for children and senior citizens.
- Provided consultation and development guidance and support of business initiatives to Classical and Jazz large scale arts presenters on the development of assets for commercial exploitation.
- Developed reputation as leading international expert on the development and exploitation of digital assets for commercial distribution in the genres of Classical music and Jazz music as recognized by Chamber Music America, APAP, MIDEM, and the Digital Music Forum.
- Worked with various Boards of arts organization to harness their strengths to achieve goals set forth by senior executives and to further achieve success in their missions.

- Responsible for programming of concerts, negotiating terms, drafting contracts, arranging artist services, planning travel, and acting as artist services liaison for series of international and domestic musical festivals and international and domestic venues and supervising support staffs.

2008-Present

Nu Jazz Entertainment

New York, NY

President/CEO

- Created the first worldwide virtual jazz label that owned 100% of its assets in both audio and video digital formats for all recordings.
- Launched the first jazz label to secure full digital distribution via major label network, without seed money from a major.
- Pioneered and solidified position of Nu Jazz Records/Nu Jazz Video as first jazz record label to release every recording on iTunes with bonus video content.
- Solidified the position of Nu Jazz Records as an industry leader by having every jazz released featured on the genre homepage of iTunes, and enabling Nu Jazz Records to become the first jazz record label to have an album featured on the iTunes Jazz genre homepage for (6) six months.
- Developed with iTunes the first jazz recording in the new iTunes format, **Ellis Marsalis – *An Open Letter To Thelonious (Platinum Edition)*, with 2011 NEA Jazz Master, Ellis Marsalis.** This album created a completely interactive jazz product merging, for the first time - audio, video, photographic, and literary content into a unique product for commercial release.
- Launched the first jazz record label which allowed their artists to sell recordings at concerts via unique branded "Pre-Paid" digital download cards. Enabling artists, for the first time, to sell digital assets in audio, video, and photographic formats at the gigs via a medium that did not require physical product.
- Created partnerships with Amazon, Rhapsody, eMusic, Napster, and over 340 digital download services world-wide to successfully promote Nu Jazz releases.

1996-2010

V.I.E.W. Video/Arkadia Records

New York, NY

Senior Vice President**Marketing/New Media**

- Planned, executed, and product managed multi-phase marketing campaigns for line of Video/Audio products including creating early setup and artist development campaigns for new artist. & major jazz, classical, and contemporary recording artists including Dr. Billy Taylor, Benny Golson, David Liebman, Joanne Brackeen, Herbie Hancock, Dizzy Gillespie, Lara Downes, and countless others.
- Managed co-op budgets and set up advertising budgets.
- Crafted and implemented new marketing initiatives to increase digital revenue across all digital distribution outlets and storefronts.
- Managed all marketing headquarters and field staff including but not limited to marketing & promotions consultants hired on individual project basis including their budgeting and promotion.
- Created alternative cost efficient retail & consumer advertising and promotions for both traditional retail and online environments.
- Cultivated new relationships and maintain existing relationships with prospective and existing marketing partners, including lifestyle marketing companies and in-store play services
- Conceived, developed, and created internal artist DVD production and work closely with production and video departments
- Researched and updated internal song database with, among other things, historical performance data and product usage.
- Conceived, developed, and implemented marketing promotional materials and mailings for traditional retail accounts, online retail accounts, and all media.
- Developed relationship with print partners to develop sheet music and personality folios and create, develop, and produce other merchandising initiatives.

- Generated copy for sales sheets, P.O.P. materials, album blurbs and liaison with creative on marketing materials.
- Created both branding and direct marketing campaign, campaign maintenance, developed and implemented multi-industry strategic sales plan, established and maintained relationships with key customer contacts, regularly monitored field activity and field sales activity, monitored return activity for titles and develop strategies to minimize returns.
- Worked with 3rd Party partners to leverage artists and content for positioning on their sites.
- Worked with Urban, Pop, Classical, Gospel, Jazz based website, blogs, publications as well as lifestyle outlets to increase artist/release awareness, increase artist database community, and increase both physical and digital sales.
- Discovered, created, and developed new business opportunities to create and work with new strategic partners.
- Analyzed and researched the marketing initiatives of our competitors, and researching the newest technological advances for new opportunities in marketing.
- Worked directly with artists and managers to encourage active participation in their website and their marketing initiatives in 3rd party sites.
- Developed and maintained advertising budgets, travel to present presentations to key retailers/wholesalers, provide input to production personnel, provide agenda items and attended sales meetings in order to provide both updates and input on sales activity, developed budgets and project timelines.
- Conducted regular weekly calls and meetings with 3rd clients, and weekly reports on marketing campaign effectiveness, along with follow up and completion on contest/giveaway initiatives.
- Secured placement in digital media and publicity outlets (Muze, Gracenote, AMG, etc) as well as digital publications & magazine (album reviews, artist reviews, artist features and tour promotions).

Sales

- Researched and created new music and video sales opportunities with focus on label/artist priorities and client/brand needs.
- Conceived, created, and developed promotional offers that include gift with purchase, mail-in, custom branded CD's & DVD's, digital downloads, MP3 players.
- Pursued and researched new sales outlets for entire roster of artists and products maintained current account base, while aggressively pursuing new business in all business/consumer sectors.
- Worked closely with all personnel to fully utilize all of the companies capabilities including CD/DVD inserts, digital media advertising, sponsorship, and special sales incentives.
- Prepared monthly sales forecast and summaries, and met sales goals.
- Solicited major and independent physical retailers, both domestic and international, on new titles and catalog titles across jazz, classical, world, art, educational, opera, dance, and pbs style documentaries for both audio and video titles.

A&R

- Sought out new songwriters, singers, groups, and publishers in an attempt to enter into exclusive contracts with label for exploitation of product by company.
- Reviewed new songs, critiqued musical selections, provided creative guidance towards the development and/or refinement of new material while working with contemporary music artists in the genres of Classical, Jazz and acoustic based music.
- Acted as a catalyst and coordinator of new recording activities including conceiving, developing, and implementing recording projects of company owned songs and music.
- Conceived, developed, and implemented new recording projects and other special projects utilizing company owned materials and back catalog to generate maximum return on company's investments
- Actively sought out and solicited musical writers, lyricists, producers, and artists for musical production and deals.

A&R Administration

- Prepared detailed artist evaluations, pre-emptive marketing outlines & plans, product status reports, and recording & marketing budget creation/reconciliation, prepared recording project cost summaries and forecasts, supervised label copy preparation, educated all company staff on the nature, goals, and status of new projects.
- Acted as liaison to Business Affairs, Creative Services, Sales, Promotions, and Publicity for contractual payments and other services to ensure unified "team effort" to fulfillment of goals.
- Developed and monitored recording budgets for recordings involving individual, group, small group, and orchestral recordings in the genres of Jazz, Classical, Pop, Rap, R&B, and Children's music and video combined with reconciliation during the recording process.
- Prepared recording project proposals and video production budgets; prepared project cost summaries, along with prepared recording project forecast for multiple genres, and making tour support payments.
- Provided support to Business Affairs department to ensure the prompt and timely payment & processing of AFM contract agreements; completion of all recording session paperwork and tax forms.
- Logged and tracked recording masters; maintain lists of session personnel, songs, song sequencing, gaining sample clearances, monitoring & logging of tour support.
- Negotiated recording artist, sideman, recording studio, engineer, producer, and mastering studio rates and ensuring timely payments for services.
- Met and conferred with Executive staff and all other departments to develop goals, brief on objectives on proposed and current projects, and educate all departments & staff on materials & projects.

Licensing

- Administered, processed, and negotiated incoming license request for use of audio & video master recordings in television, film, radio, and advertising.
- Completed song searches, and analysis for pitching to appropriate clients for usage in television, film, radio, and advertising campaigns.
- Facilitated and followed up on product/press kit requests from clients.
- Marketed Arkadia/VIEW audio and video titles to advertising agencies and corporate brands via showcases, ticket solicitations and mailings.
- Determined rights and restrictions of use for licensing initiatives via research and with consultation from business affairs.
- Acted as liaison with artist management, and studio to create special mixes for licensing activities, as well as interacted with clients, artist management and labels to ensure effective communication.
- Managed constantly shifting music and priorities between product development staff.

National Promotions

- Promoted and tracked assigned records and artists to chart and non-chart reporting stations in assigned formats with goal of securing commitments from radio programmers and music directors.
- Developed and maintained relationships with Music and program directors on national and international stations.
- Created and implemented, and assisted with planning of traditional and internet radio promotions which included: On-Air promotions, giveaway campaigns, radio contest, artist phone-in interviews, radio station appearances, radio station special performance showcases, and artist promotional tours/tour awareness support.
- Tracked and monitored budgets and expenditures of radio promotion endeavors, managed outside radio promoters, and provided input on selection of radio singles.
- Traveled to industry related trade shows to build rapport and strengthened relationships with radio personnel including program directors, music directors, and station managers.

Publicity

- Conceived, developed, and wrote press releases, biographies, and other press relationship to multiple genres of artists and DVD's in Classical, Dance, Jazz, World Music, Health & Fitness, Children's Educational, Pop, and Nostalgia product.
- Solicited reviews and product/artist coverage through a wide range of national and international periodicals and digital media outlets in both trade and consumer publications.
- Scheduled and coordinated artist interviews and product reviews across multi-genre platforms in trade and consumer periodicals for print and digital media.
- Tracked and monitored budgets and expenditures of outside press endeavors, manage outside press agents/representatives, and provided input on press initiatives.

Tour Support

- Worked closely with artists, artist managers, and tour promoters to secure ticket buys for internationally touring recording artists.
- Arranged supplemental ticket buys with promoters for radio/press/retail personnel.
- Arranged for supplemental ticket buys for retail/radio contest winners in areas of artist touring at both national and international venues.
- Provided promoter information, ticket prices, and payment info to business affairs department and obtain approval for all ticket buys.
- Ensured release of tickets from promoters upon payment and those tickets are forwarded on a timely basis.
- Followed up with Regional Staff to ensure all tickets are received, properly distributed, and in sufficient quantities.
- Actively sought out and solicited musical writers, lyricists, producers, and artists for musical production and deals.
- Reconciled monthly payment statements with purchase numbers, and prepare manual payment requests when required.

1995-1998

Refugee Project

New York, NY

Founding Board Member

- Worked with multi-grammy award-winning artist Lauryn Hill to establish, and develop non-profit organization to provide services for disadvantage youth. This non-profit was subsequently funded in part through proceeds from Ms. Hill's grammy winning album "The Miseducation of Lauryn Hill".
- Spearheaded and planned fundraising efforts grossing over \$1,000,000.00 in corporate and private donations.

1995-1996

RCA Records

New York, NY

Independent Marketing/Promotions Consultant

- Hired by black music department to develop marketing, sales, and promotional campaigns for newly signed artists.

1995

Forty Acres & A Mule Productions

Brooklyn, NY

Producer's Assistant

- Hired by Monty Ross & Jon Kilik to act as an on shoot assistant in fulfillment of their activities as major motion picture film producers.

Additional Professional Highlights

- Production Supervisor – David Liebman, New Vista
- Producer – Billy Taylor, Music Keeps Us Young
- Producer – Billy Taylor, Ten Fingers One Voice
- Producer – Jimmy Greene, The Overcomer's Suite
- Video Director – Jimmy Greene in Concert, The Overcomer's Suite
- Video Editor – Jimmy Greene in Concert, The Overcomer's Suite

- Producer – Wessell “Warmdaddy” Anderson, Warm It Up , Warmdaddy
- Video Director – Wessell “Warmdaddy” Anderson, Warm It Up , Warmdaddy
- Video Editor – Wessell “Warmdaddy” Anderson, Warm It Up , Warmdaddy
- Executive Producer – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Producer – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Video Director – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Video Editor – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Producer – Ellis Marsalis, An 80th Birthday Celebration (180g German Vinyl) – 2 Disc set)
- Executive Producer – The Huntington International Jazz Festival presents THE WINNERS of the ELLIS MARSALIS International Jazz Piano Competition (Platinum & Gold Edition)
- Artistic Director – The Huntington International Jazz Festival
- Producer – Arturo O’Farrill, Legacies (Blue Note Records)

Referenced Articles

- Nu Jazz Records and Video to Enter High Definition Market Place, *JazzTimes*
- Nu Jazz Entertainment issues pianist’s An Open Letter to Thelonious, the first jazz LP on iTunes, *JazzTimes*
- The Nu Jazz Virtual Label, *Jazz Note SDP*
- Nu Labels for Nu Jazz Entertainment, *Jazzed Magazine*
- Nu Jazz Launches New Methods of Music Distribution, *Downbeat*
- iTunes Makes Room for Jazz albums from Nu Jazz Entertainment, *Downbeat*
- Professionals of the Year. Top 30 Influencers in the Performing Arts Industry, *Musical America Worldwide*

MUSICAL AMERICA MAGAZINE

Professionals of the year

MA 30

The

Influencers

16

For this year's Musical America Professionals of the Year, we asked our readers to nominate "big influencers." These are the folks who are making a difference in our business, either by virtue of their position, their creativity, and/or their dedication — people about whom you could say, "When they speak, we listen."

JERALD MILLER

Managing Director
Nu Jazz Agency



"Classical, jazz, and world music are perennially behind the times in everything," argues Jerald Miller, founder and managing director of [Nu Jazz](#), a digital and traditional music marketing and distribution company for independent artists and labels. From progressive new artists like Jimmy Greene to legendary icons like Duke Ellington, Nu Jazz discovers new music and refashions classics, connecting the best of both to today's consumers using contemporary recording and distribution tools. Since its inaugural release in 2004, Nu Jazz has become the recording industry's leading digital jazz label with an impressive list of firsts, such as launching the first jazz iTunes "LP" and making all recordings available on pre-paid digital download cards.

Miller says he's helped many organizations transfer catalog material to the digital medium. But it's not been easy to move clients out of their comfort zones and into more contemporary business strategies. One example, Miller said, is that most people who want to bring their music before the public don't have Tumblr or Snapchat accounts. Nor do they make their social media posts in any language other than English.

Miller is also trying to help his clients make better use of music streaming services. He is especially excited about the global possibilities of marketing music and encourages his customers to see that "we really are a global market place." There's no reason, he argues, why a small chamber orchestra in Nevada shouldn't connect with fans in Russia, or a homegrown jazz group in Oregon can't sell albums in Turkey — Rick Schultz



Key Regions: International; U.S.

February 11, 2015

Los Angeles Times

Independent music labels project promising industry future

By Tre'vell Anderson

Beyonce's surprise digital album got plenty of attention a year ago, as did Taylor Swift's recent decision to pull her entire discography from streaming service Spotify. Both show how the music industry is changing quickly.

And panelists at the Digital Entertainment World Expo on Wednesday believe the future of digital music is bright as more and more artists adapt to it.

"The music business is going to grow and it's going to grow rapidly," said Terry McBride, CEO of Nettwerk Music Group.

John Boyle of Insomniac Events, Jared Gutstadt of Jingle Punks and *Jerald Miller of Nu Jazz Management and Consulting* joined McBride on the panel, moderated by Jeff Pollack of Pollack Music and Media Group, as they focused on the rise of independent artists and labels.

In stark contrast to the behemoth companies of years past, major record labels no longer spend time developing a large roster of artists, Pollack said. But as social media and outlets like iTunes have developed, countless others have the resources to strike it big – and independent labels are going to be the key to independent artist success, McBride said.

Boyle agreed.

"The Internet and all these new technologies were supposed to empower the whole 'do it yourself' movement," he said. "But what it's done is disseminated that. There's now too much product out there and not really enough marketing."

Despite the ubiquity of artists trying to make it, if the artist has talent, success will come, said Miller, who used to manage Lauryn Hill during her career with rap group The Fugees.

"If you have great music, the cream always rises to the top," he said, especially with the advent of the "non genre-specific music lover."

"Now you see people crossing [genre] boundaries and buying things because it's a good song or just good music," Miller said.

Because "there's no such thing as niche," anymore, McBride said, "independent labels today have to run marathons" finding the market, even if only internationally, where their artists' music will thrive.

"Every country is different in its regulatory structure and its culture so every country is a new opportunity for artists," he said.

Conversation may be swirling about the massive shakeups in the music industry, but Miller isn't worried.

"The future just looks good for everybody who loves great music," he said. "There will people to buy everything, people to love everything."

September 2023

A. Gloria Peña

5102 Oak Gate Ct.
Arlington, TX 76016
817-501-9354

Experience:

Retired with 37 years of service, US Army Corps of Engineers, Southwestern Division, 2012.
Began as Student Aide at 16 years of age working at White Sands Missile Range, NM Training & Doctrine Command until 1983, with a 2-year federal break working at the University of Texas at El Paso's Contracts & Grants Office.
Employed with the US Army Corps of Engineers in 1983 in various programs, which include:
Program Analyst, Military and Environmental Programs
Program Analyst, Civil Works Program
Budget Analyst, Resource Management
Financial Analyst, Construction and Operations
Program Specialist, Operations, Water Supply Business Line Manager

Education:

Northwood University, BBA, Management (Magna Cum Laude)

Community Involvement (past):

Secretary, Society of American Military Engineers (Dallas)
President, Vice President, Secretary of Arlington Independent School District Board of Trustees
Director, Texas Association of School Boards
Secretary, Mexican American School Board Association of Texas
Founding and Charter Member, Arlington Hispanic Chamber of Commerce
Charter Member, Arlington Classics Academy
Founder & President, IMAGE de Arlington
Charter Member, MPAC of Arlington
Vice President, United Hispanic Council of Tarrant County
Treasurer, Child Protective Services of Tarrant County Board
Chairman, City of Arlington Youth and Families Board
Vice President, Girls, Inc. of Arlington Board
Member, Boys & Girls Club of Arlington Board
Member, Latino Peace Officers Association
Youth Services Director, Rotary Club of Arlington
Education Chair, Community Relations Commission for the City of Arlington
Arlington Chamber of Commerce, Scholarship Sub-committee & Partners In Education Committee
President, Rotary Club of Arlington Foundation
... and many more

(current):

Rotary Club of Arlington, Webb Scholarship Sub-committee
Director, Water From The Rock
Member, St Vincent de Paul Women's Guild



Vince E. Puente, Sr.

Owner & President – Sales & Marketing

SOS Plaza • PO Box 612248 • D/FW, TX 75261-2248

(817) 255-8624 • vincepuente@sostexas.com



SOUTHWEST OFFICE SYSTEMS, INC.
Your Texas-Class Document Technology Company

Bio – September 2023

Vince Puente is a proud native and resident of Fort Worth, Texas. He is a small business owner, who understands the balance of creating value for his clients, teammates and the community. He understands the importance of making payrolls, timely payments to his vendors and a respectable bottom-line to invest in the future. More importantly he believes the Lord and family come first and foremost.

Mr. Puente received his formal education via the Fort Worth ISD and the University of Texas at Arlington. Early in his career, Mr. Puente immersed himself in education related to his skill set and industry field. It soon became apparent that this pursuit of education would be one of his ongoing, lifetime passions. As he took on additional responsibilities within **SOS**, he pursued personal education in each area. One prime example is that of marketing and advertising. With no formal education in these areas, it is safe to say Mr. Puente has built the **SOS** "brand", resulting in **SOS** being one of the most recognizable companies in North Texas. In addition, **SOS** has received national recognition within its industry and the business community.

Mr. Puente is one who believes in active participation within his community. Currently he serves on five (5) boards and advisory councils. Those include the **Finance Commission of Texas** (Governor Abbott appointee), **YMCA of Metropolitan Dallas**, **Texas Values**, **Tarrant Appraisal District (TAD)** and **Congresswoman Kay Granger's** Hispanic Advisory Council. Mr. Puente has been previously named as Businessman of the Year for the Texas Association of Mexican American Chambers of Commerce, an Aflac Civic Leader, an Honoree for The Father of the Year Awards and State of Texas Small Business Champion.

When asked what accomplishments he feels represent his vision for excellence, one he will cite is **SOS Plaza**. This is the home of his companies, Southwest Office Systems, Inc. and Puente Brothers Investments. It is a 39,000 sq. ft., Class A facility on 2.5 acres across from the American Airlines World HQ. The document technology industry considers **SOS Plaza** to be one of the best in the nation. But what is truly amazing is that his companies and **SOS Plaza** are entirely debt-free.

However, Vince is not all business. He will tell you it is his **wife, Mona, and his kids, Vincent, Jr. and Lindsay, of which he is most proud.** His family is far more important to him than any business accomplishment he could ever desire. Vince and Mona are active members of Christ Chapel Bible Church and engaged in multiple organizations that touch our community throughout Tarrant County and the Great State of Texas!

Please see the following page

Vince E. Puente, Sr. – biography continued - updated April 2023

Principal Owner of:

- ☐ Southwest Office Systems, Inc. ☐ Puente Brothers Investments, LLC ☐ Harvison / Puente ETAL

Current Areas of Service:

- ☐ Finance Commission of Texas – *Commissioner, Governor Abbott Appointee*
- ☐ Tarrant Appraisal District (TAD) – *Board of Directors*
- ☐ YMCA of Metropolitan Dallas – *Executive Board of Directors*
- ☐ Texas Values – *Board of Directors*
- ☐ Congresswoman Kay Granger - *Hispanic Advisory Council*

Prior Areas of Service:

- ☐ Dallas Regional Chamber – *Director/Executive Committee; Chair Small Business Initiative*
- ☐ Greater Irving Chamber of Commerce - *Director/Executive Committee, Chair Education Committee*
- ☐ North Dallas Chamber of Commerce – *Board of Directors*
- ☐ Big Brothers Big Sisters Lone Star – *Executive Board of Directors*
- ☐ Tarrant County Christian Prayer Breakfast - *Board of Directors, Secretary*
- ☐ Fort Worth Chamber – *Director/Executive Committee, Chair Local Business Development Committee*
- ☐ Texas Christian University – *Chancellor's Advisory Council*
- ☐ Casa Mañana Theatre – *Board of Directors*
- ☐ Camp Thurman – *Board of Directors and Immediate Past-President*
- ☐ Mercy Med-Flight – *Board of Directors*
- ☐ Congressman Joe Barton – *Hispanic Advisory Council*
- ☐ Fort Worth Hispanic Chamber of Commerce – *Board of Directors and Past Chairman*
- ☐ Greater Dallas Hispanic Chamber of Commerce – *Chair, Entrepreneur Investor Partner Committee*
- ☐ Texas Association of Mexican American Chamber of Commerce (TAMACC) – *Delegate*
- ☐ North Texas Commission – *Board of Directors*

Personal Recognition:

- ☐ Father of the Year Awards - *Honoree*
- ☐ Aflac Civic Leaders Award
- ☐ Texas Association of Mexican American Chambers of Commerce - *"Business Man of the Year"*
- ☐ Jewish Council for Public Affairs – *Israel Institute for Hispanic American Leaders*
- ☐ ESCR Bosslift – *Military Base Tours*

Company Recognition:

- ☐ Plains Capitol - *Well Managed Family Business of the Year Award*
- ☐ US Small Business Administration - *"Director's Choice" Award*
- ☐ Greater Dallas Hispanic Chamber of Commerce - *"Q & E Entrepreneur of the Year" Award (large company)*
- ☐ Fort Worth Chamber of Commerce - *"Small Business of the Year" Award (large company)*
- ☐ North Dallas Chamber of Commerce - *"Small Business of the Year" Award*
- ☐ NCTRCA – *"MBE Business of the Year" Award (Gold Level)*
- ☐ Sharp Electronics - *"Hyakuman Kai Elite" Award – Received four (4) times*
- ☐ OfficeDEALER - *"Elite Dealer" Award – Received two (2) times*
- ☐ TXU/Vistra Energy - *"Gold Star Supplier" Award*

Jake Wurman

Jacob Wurman has lived in Fort Worth since 2007, but is a native Texan. After moving to Fort Worth, Jacob and his wife, Lauren, started up their family. Jacob currently lives in the area commonly referred to as "Far North Fort Worth". Fort Worth was definitely the right choice for the family to flourish. Once the prospect of a young family became reality, Jacob took to volunteering his time and effort to improve safety for school children walking to their neighborhood schools.

Jacob served on the Saratoga HOA for seven years and was president for five years. During that time, Jacob worked with Fort Worth city staff and Tarrant County officials to improve safety for pedestrians. During his time as HOA president, the community experienced severe hardships due to unpaid assessments and poor vendor performance.

Jacob worked with the other members of the HOA Board of Directors to improve communication and establish methods to help homeowners overcome their unpaid/overdue assessments. Jacob also directly oversaw all vendors and their contracts. After two years of significant changes, the neighborhood was able to operate on a leaner budget with higher performing vendors. Jacob engaged any and all questions about the neighborhood and the HOA board on public forums to ensure transparency.

At the urging of city staff, Jacob joined the North Fort Worth Alliance, which is the largest neighborhood alliance in all of Tarrant County. After serving as NFWA Chairman of Parks and Recreation, Jacob was asked to serve as NFWA Chairman of Transportation. It was during these years that Jacob discovered his love of public service and just how much was really possible when the community comes together to achieve their goals.

Jacob was as appointed to the City of Fort Worth Zoning Commission and Alliance Airport Zoning Commission by District 7 Councilman Leonard Firestone in 2021. Following the results of the 2020 US Census, Jacob was asked by Councilman Alan Blaylock to serve as the zoning commissioner for the newly created District 10. Jacob has made it his mission to promote communication and transparency at all levels of government — from the HOAs to the school boards to city councils, our citizens deserve to know what happening with their tax dollars.

Jacob is a licensed Texas real estate agent with Compass RE, Texas LLC and has been licensed since 2011. Jacob has helped thousands of homeowners reduce their property tax values over the last 10 years.

Saratoga HOA Board

- Director at Large: 2015-2016, 2021-22
- President - 2016-2021

Northwest Independent School District

- Northwest ISD Leadership 2016
- Attendance Boundary Committee 2017-18
- Long Range Planning Committee 2018-present

City of Fort Worth

- District 7 Zoning Commissioner 2021-2023
- District 10 Zoning Commissioner 2023-present

Resolution No. 21-____

A resolution authorizing the casting of the Name of the Taxing Unit's allocated votes for appointment on the Tarrant Appraisal District Board of Directors

BE IT RESOLVED BY THE CITY COUNCIL/ SCHOOL BOARD OF THE NAME OF THE TAXING UNIT:

- I. That the Presiding Officer (Mayor/ Board President) of the Name of the Taxing Unit, is hereby authorized, on behalf of the City Council/ School Board of the Name of the Taxing Unit's, to cast the Name of the Taxing Unit's allocated (# of votes) votes on the official ballot for the election of members to the Tarrant Appraisal District's Board of Directors.
- II. A substantial copy of the official ballot is attached hereto and incorporated herein for all intents and purposes.
- III. Further, the City/ Board Secretary is hereby directed to forward a certified copy of this resolution to Mr. Jeff Law, Chief Appraiser, Tarrant Appraisal District, 2500 Handley-Ederville Road, Fort Worth, Texas 76118.

PRESENTED AND PASSED on this the _____ day of _____, 2021, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council/ School Board of Name of the Taxing Unit.

Name, Presiding Officer

ATTEST:

Name, City/Board Secretary

APPROVED AS TO FORM:

Name, City/Board Attorney

BY _____
(Optional)



CITY OF EVERMAN
212 North Race Street Everman, TX 76140
STAFF REPORT

AGENDA TITLE: ORDINANCE # 804 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVERMAN, TEXAS BY AMENDING SECTION 19-76 "SPECIAL ORDINANCES PROHIBITING OR REGULATING PARKING OF VEHICLES AT SPECIFIC PLACES ON DESIGNATED STREETS" OF DIVISION 1 "GENERALLY" OF ARTICLE III "STOPPING, STANDING AND PARKING"; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

MEETING DATE: November 7, 2023

PREPARED BY: C. W. Spencer

RECOMMENDED ACTION:

Approval

BACKGROUND INFORMATION:

The Everman Independent School District requires all students and faculty to register their vehicles with the district before being parked at Everman High School. In order to register the vehicle, the student must provide a driver's license and proof of insurance. While parked on the campus, the parking lots are secured to help prevent students from leaving or skipping school during school hours. Additionally, all vehicles parked on school property are subject to search, which is typically performed by a contracted detection canine.

Recently, it has been reported that many students are bypassing these regulations by parking their vehicles in the Johnson Park parking lot. Upon further investigation, it has been determined that students typically do this for one of the following reasons: (1) They do not possess a valid driver's license; (2) they do not have vehicle liability insurance on the vehicle that is being driven; (3) they do not want their vehicles subject to search and are possibly concealing contraband inside of their vehicles; or (4) they want to have the ability to leave the campus when they are not permitted to do so.

In recent weeks, Everman Police Officers have reported seeing more than 50 vehicles at times parked in the Johnson Park parking lot during school hours. This unpermissible use also causes increased strain on the parking lot infrastructure, ultimately resulting in increased maintenance and cost. Additionally, this limits the ability for other park goers to utilize this space.

To properly address this issue, staff has worked on a plan that would limit the improper use of this parking space, while also not hindering the proper use of the park. The attached ordinance will prohibit parking at this location for any longer than 2 hours, on school days, between the hours of 7:00 am and 4:00 pm.

This ordinance will be enforced by the Everman Police Department in conjunction with our contracted wrecker service.

FISCAL IMPACT:

None

**AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS
ORDINANCE NO. 804**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF EVERMAN, TEXAS BY AMENDING SECTION 19-76 “SPECIAL ORDINANCES PROHIBITING OR REGULATING PARKING OF VEHICLES AT SPECIFIC PLACES ON DESIGNATED STREETS” OF DIVISION 1 “GENERALLY” OF ARTICLE III “STOPPING, STANDING AND PARKING”; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Staff has determined that there is a need for parking regulation to prohibit all parking of vehicles for periods exceeding two hours on the City parking lots serving Johnson Park, 2000 Everman Parkway, from 7:00 a.m. to 4:00 p.m. on school days; and

WHEREAS, the City Council concurs in the recommendation of staff and has determined that the amendment set forth in this ordinance meets that need and is in the best interest of the citizens of the City as it promotes health, safety and the general welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, THAT:

SECTION 1. The Code of Ordinances of the City of Everman, Texas is hereby amended by amending Section 19-76 “Special ordinances prohibiting or regulating parking of vehicles at specific places on designated streets” of Division 1 “Generally” of Article III “Stopping, Standing and Parking” to read in its entirety as follows:

- “Section 19-76 Special ordinances prohibiting or regulating parking of vehicles at specific places on designated streets.
- (a) Ordinances prohibiting or regulating parking of vehicles at specific places on designated streets or other public ways of the city are special ordinances and may not be included in full in this Code; but all such ordinances shall continue in effect until otherwise provided by the city council.
- (b) Notwithstanding section (a) of this section, certain areas or portions of the public streets described in this section have been, are hereby, and shall hereafter be set apart, marked, and designated as no parking areas for all vehicles owned by or operated by any person within said areas or portions of said public streets. The parking of any vehicle within any

space within the designated area which is or shall be marked “No Parking” shall be prohibited on each and every day of the year between the hours of 12:01 a.m. and 12:00 midnight, unless another period of time is specified in this section.

- (1) It shall be unlawful for any person to stop, stand, leave, or park any motor vehicle from 8:00 a.m. to 3:45 p.m. on official school days along any curb along the 100 block to the 1000 block, inclusive, of Dan Meyer Drive.
- (2) It shall be unlawful for any person to stop, stand, leave, or park any motor vehicle for a period exceeding two hours on the City parking lots serving Johnson Park, 2000 Everman Parkway, from 7:00 a.m. to 4:00 p.m. on school days.”

SECTION 2. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 3. All ordinances of the City of Everman, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY ORDAINED, PASSED AND ADOPTED by the City Council of the City of Everman, Texas, on the _____ day of _____ 2023.

CITY OF EVERMAN, TEXAS

ATTEST:

APPROVED:

Mindi Parks, City Secretary

Ray Richardson, Mayor

APPROVED AS TO FORM:

Kyle Barry, Assistant City Attorney
4893-1599-7578, v. 1



TOWING ENFORCED

**PUBLIC PARKING FOR
PARK GOERS ONLY**

**2-HOUR PARKING MAX
ON SCHOOL DAYS**

7:00 A.M. TO 4:00 P.M.

**UNAUTHORIZED VEHICLES WILL BE TOWED
AT OWNERS OR OPERATORS EXPENSE
ENFORCED 24 HOURS/365**

BEARD'S TOWING

4505 CROSS TIMBER RD., BURLESON, TX 76028

4450 E. LOOP 820., FORT WORTH, TX 76119

817-478-2001

Size: 24" x 18"

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF TARRANT §

This Interlocal Agreement for Emergency 9-1-1 Communications Center and Dispatch Services (“Agreement”) is entered into by and between the City of Everman, Texas, a home-rule municipal corporation (“Everman”) and the Briar-Reno Fire Department, serving the City of Pelican Bay (“BRFD”) by and through their authorized representatives. Everman and BRFD are at times each referred to herein as a “Party” or collectively as the “Parties.”

RECITALS:

WHEREAS, Everman has established a comprehensive regional public safety and public service communications and dispatch center (“Communications Center”); and

WHEREAS, Everman’s Communications Center is equipped with radio, telephone and data equipment and is designated as an emergency 9-1-1 communications Public Safety Answering Point (“PSAP”); and

WHEREAS, Everman currently has equipment and operator capacity above and beyond the immediate needs of Everman and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, Everman has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

WHEREAS, BRFD has requested that Everman provide emergency 9-1-1 communications and dispatch services to BRFD, and Everman has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006 of the Texas Government Code, as amended; and

WHEREAS, the provision of emergency 9-1-1 communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the Parties; and

WHEREAS, Everman and BRFD deem it to be in the best interest of both Parties to enter into this Agreement; and

WHEREAS, each Party paying for the performance of governmental functions or services will make payments from current revenues available to the paying Party and all payments are in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein,

Everman and BRFD hereby agree as follows:

Article I Performance of Services

1.1 Everman shall provide to BRFD, on a non-exclusive basis, emergency 9-1-1 communication and dispatch services through its Communications Center for the following emergencies: fire, medical, weather, hazardous materials and general civil emergencies (collectively, "Services"). In order to facilitate the Services, BRFD shall provide to Everman's communications personnel, on a continuing basis, all necessary street, apparatus and response information, as well as all necessary dispatching information unique to BRFD's operations.

1.2 BRFD shall further be responsible for contacting and coordinating with Tarrant 9-1-1 and any other applicable agencies or authorities and take all actions necessary for establishment, configuration, and operation required to facilitate Everman's provision of the Services and for payment of all associated costs.

1.3 Without waiving any governmental immunity to which it is entitled, Everman agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Everman employees and agents in connection with the performance of the Services. Without waiving any governmental immunity to which it is entitled, BRFD agrees to and accepts full responsibility for the acts, negligence and/or omissions of all BRFD employees and agents. It is also the responsibility of BRFD to ensure that its use of the Communications Center conforms to all Federal Communications Commission rules and regulations. The Parties understand and agree that this assignment of liability is intended to be different than liability that would otherwise be assigned pursuant to Government Code Section 791.006(a).

1.4 On an ongoing basis, Everman and BRFD agree to provide complete and adequate training to personnel selected by BRFD and/or Everman in the use of the Communications Center.

1.5 It is specifically agreed and understood by the Parties hereto that no property rights are granted under this Agreement.

1.6 In the event BRFD or Everman should fail to fulfill any of its obligations hereunder or shall violate any municipal, county, state or federal law, the other Party shall have the option of terminating this Agreement by giving written notice of such violation and intent to terminate one hundred and eighty (180) days in advance of the effective date of the termination.

1.7 Correspondence, comments, requests, and complaints regarding Services rendered under this Agreement shall be in writing and forwarded to the persons designated below for receipt of notices. Failure to properly forward comments, requests, demands, and complaints may be considered as sufficient cause to terminate this Agreement under Section 1.6 above.

1.8 The Services shall not arbitrarily be withheld, but it is understood by the Parties that unforeseen circumstances may arise which prevent Everman from providing Services at a particular time. It is recognized that Everman has the duty and responsibility of rendering Services to citizens of both Everman and BRFD.

1.9 There is hereby created a Chiefs Advisory Board. During the term of this

Agreement, the Chiefs Advisory Board shall be composed of the Police and Fire Chiefs from Everman, the Police and Fire Chiefs from BRFD, the police chief(s) from any other cities or entities that enter into a similar Interlocal Agreement for police dispatch services with Everman, and the fire chief(s) from any other cities or entities that enter into a similar Interlocal Agreement for fire dispatch services with Everman. The Everman Chief of Police shall be the Chairman of the Chiefs Advisory Board and shall have the authority to call meetings of the Chiefs Advisory Board. A majority of the members of the Chiefs Advisory Board constitutes a quorum to conduct business. The Chiefs Advisory Board will, by majority vote of the full membership, set policies and procedures for personnel and equipment required for the provision of Services under this Agreement, including but not limited to criteria for determination of priorities in the dispatching and use of equipment and personnel.

Article II Term

The term of this Agreement shall commence on Effective Date and shall terminate five (5) years after the Effective Date ("Primary Term"), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for two (2) successive five (5) year periods ("Renewal Terms"), unless terminated earlier by either Party in accordance with this Agreement.

Article III Termination

3.1 This Agreement may be terminated on the occurrence of either of the following:

- (a) Either Party may terminate the Agreement by providing the other Party written notice of termination at least one hundred and eighty (180) days prior to the anticipated date of termination; or
- (b) Mutual agreement of termination of the Agreement, executed in writing by both Parties, without the requisite one hundred and eighty (180) days prior written notice.

3.2 In the event of a termination, Everman shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Everman be over-compensated on a pro-rata basis for all Services performed to the termination date, BRFD shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Everman, this Agreement may be terminated or renegotiated in the event BRFD annexes additional territory into its corporate limits and/or increases the area the BRFD services. Immediately upon the completion of any annexation proceedings, BRFD shall notify Everman of the annexation, in writing, and provide Everman with a legal description of the annexed area.

Article IV Fee for Services

4.1 BRFD, out of current available revenue, shall annually pay to Everman the amounts set forth below as compensation for Everman's provision of the Services during the Primary Term and each Renewal Term of this Agreement, except as otherwise provided in this Section (the "Annual Compensation Amount"). Such amount is based upon the annual costs incurred by Everman in order to fulfill Everman's obligations under this Agreement. BRFD shall pay the Annual Compensation Amount to Everman annually on or before the Effective Date of this Agreement and each annual anniversary of the Effective Date thereafter during the Primary Term and each Renewal Term of this Agreement. The Annual Compensation Amount for the first year of the Primary Term under this Agreement shall be \$8,987.06, subject to sections 4.2 and 4.3 of this Agreement. For each year of the Primary Term thereafter and for any year of a Renewal Term, the Annual Compensation Amount shall be set in accordance with the provisions of sections 4.2 and 4.3 of this Agreement.

4.2 For the second through fifth years of the Primary Term and for any year of a Renewal Term, the Parties may, by mutual agreement, leave unchanged or decrease the Annual Compensation Amount. Any increases anticipated for costs for providing the Services shall be communicated by Everman to BRFD in writing on or before March 1 of each year during the Primary Term and any Renewal Term. To the extent that the total amount of any such increases communicated by Everman would be in excess of fifteen percent (15%) of the full amount of BRFD's payment due for the then-current term, BRFD may, at its discretion, elect to terminate this Agreement by providing Everman written notice of termination at least one hundred and eighty (180) days before the start of the successive Renewal Term (i.e. on or before July 5 of the then-current year). In such an event, this Agreement shall be deemed to terminate immediately before said Renewal Term would have commenced and the Parties shall have no further obligations under this Agreement.

4.3 The Annual Compensation Amount due for any term of this Agreement shall be prorated in the event a Party elects to terminate this Agreement in accordance with the terms of this Agreement prior to the expiration of the then-current term.

Article V Indemnification

5.1 TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

5.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE

DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE COMMUNICATIONS CENTER AND/OR DISPATCH SERVICES.

5.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

Article VI
Miscellaneous Provisions

5.1 **Consideration.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

5.2 **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to BRFD, to:	Briar-Reno Fire Department
	Attn: _____

If to Everman, to:	City of Everman
	Attn: Craig Spencer City Manager
	212 N. Race Street
	Everman, Texas 76140

5.3 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties

5.4 **Venue and Governing Law.** This Agreement is performable in Tarrant County, Texas and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas, and both Parties agree that venue shall be in Tarrant County, Texas.

5.5 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

5.6 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.7 **Severability.** The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party fifteen (15) days written notice of its intent to terminate.

5.8 **Amendments.** Everman and BRFD may amend this Agreement only by mutual agreement of the Parties in writing.

5.9 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

5.10 **Assignment.** Except as may be permitted under this Agreement, the Agreement may not be assigned by any Party without the prior written consent of the other Party.

5.11 **Force Majure.** In the event that any performance by either Everman or BRFD of any of its obligations under this Agreement shall be in any way prevented, interrupted, or delayed by an act of God, acts of war, riot or civil commotion, by and act of State, by strikes, fire or flood, pandemic, or by the occurrence of any other event or development beyond the control of either Everman or BRFD; either Party, as applicable, shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated or for Everman or BRFD to have effected a reasonable recovery therefrom, as the case may be.

5.11 **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, that each Party has had an opportunity to confer with counsel, on the matters contained herein.

5.12 **Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by all Parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

5.13 **Independent Contractor.** Except as otherwise expressly provided herein, BRFD and Everman agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

5.14 **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

IN WITNESS WHEREOF, the Agreement is effective on this the ____ of _____, 2023 (the “Effective Date”).

BRIAR-BRFD FIRE DEPARTMENT, TEXAS CITY OF EVERMAN, TEXAS

Moses Druxman
Moses Druxman, Fire Chief
Date: October 30th, 2023

ATTEST:

Joshua Richards
Joshua Richards, Board Secretary

Craig Spencer, City Manager
Date: _____

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John Oliver, Asst. City Attorney
(051923vwtTM135151)

CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-11-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS,
APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR
COMMUNICATIONS CENTER AND EMERGENCY DISPATCH SERVICES WITH THE
BRIAR-RENO FIRE DEPARTMENT (BRFD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Everman has established a comprehensive regional public safety and public service communications and dispatch center with equipment and operator capacity beyond the immediate needs of Everman and has thus offered to make such services available to local governments and agencies to address regional communications/dispatch needs; and

WHEREAS, the Briar-Reno Fire Department (BRFD) has requested that Everman provide emergency 9-1-1 communications and dispatch services; and

WHEREAS, the City Council finds it to be in the public interest of the City to approve the interlocal cooperation agreement with the Briar-Reno Fire Department for provision of such services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, THAT:

SECTION 1. The City Council of the City of Everman hereby approves the Interlocal Cooperation Agreement for Communications Center and Emergency Dispatch Services with the Briar-Reno Fire Department, attached hereto and incorporated herein by this reference as Exhibit “A.”

SECTION 2. The City Manager is authorized to execute the Interlocal Cooperation Agreement, in substantially the form of the attached Exhibit “A”, and all related documents necessary for carrying out the terms of that Interlocal Cooperation Agreement.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the ____ day of November, 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney
(051923vwtTM135152)

Exhibit A
[Interlocal Cooperation Agreement for Communications and
Emergency Dispatch Services with the Briar-Reno Fire Department]

CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-11-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS,
APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR
COMMUNICATIONS CENTER AND EMERGENCY DISPATCH SERVICES WITH THE
TOWN OF EDGECLIFF VILLAGE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Everman has established a comprehensive regional public safety and public service communications and dispatch center with equipment and operator capacity beyond the immediate needs of Everman and has thus offered to make such services available to local governments and agencies to address regional communications/dispatch needs; and

WHEREAS, the Town of Edgecliff Village has requested that Everman provide emergency 9-1-1 communications and dispatch services for the Town of Edgecliff Village; and

WHEREAS, the City Council finds it to be in the public interest of the City to approve the interlocal cooperation agreement with the Town of Edgecliff Village for provision of such services;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS,
THAT:**

SECTION 1. The City Council of the City of Everman hereby approves the Interlocal Cooperation Agreement for Communications Center and Emergency Dispatch Services with the Town of Edgecliff Village, attached hereto and incorporated herein by this reference as Exhibit “A.”

SECTION 2. The City Manager is authorized to execute the Interlocal Cooperation Agreement, in substantially the form of the attached Exhibit “A”, and all related documents necessary for carrying out the terms of that Interlocal Cooperation Agreement.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the ____ day of November, 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney
(051923vwtTM135152)

Exhibit A
[Interlocal Cooperation Agreement for Communications and
Emergency Dispatch Services with the Briar-Reno Fire Department]

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF TARRANT §

This Interlocal Agreement for Emergency 9-1-1 Communications Center and Dispatch Services (“Agreement”) is entered into by and between the City of Everman, Texas, a home-rule municipal corporation (“Everman”) and the Town of Edgecliff Village, Texas, a general-law municipal corporation (“Edgecliff Village”) by and through their authorized representatives. Everman and Edgecliff Village are at times each referred to herein as a “Party” or collectively as the “Parties.”

RECITALS:

WHEREAS, Everman has established a comprehensive regional public safety and public service communications and dispatch center (“Communications Center”); and

WHEREAS, Everman’s Communications Center is equipped with radio, telephone and data equipment and is designated as an emergency 9-1-1 communications Public Safety Answering Point (“PSAP”); and

WHEREAS, Everman currently has equipment and operator capacity above and beyond the immediate needs of Everman and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, Everman has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

WHEREAS, Edgecliff Village has requested that Everman provide emergency 9-1-1 communications and dispatch services to Edgecliff Village, as outlined in this Agreement, and Everman has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006 of the Texas Government Code, as amended; and

WHEREAS, the provision of emergency 9-1-1 communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the Parties; and

WHEREAS, Everman and Edgecliff Village deem it to be in the best interest of both Parties to enter into this Agreement; and

WHEREAS, each Party paying for the performance of governmental functions or services will make payments from current revenues available to the paying Party and all payments are in an amount that fairly compensates the performing Party for the services or functions

performed under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Everman and Edgecliff Village hereby agree as follows:

Article I Performance of Services

1.1 Everman shall provide to Edgecliff Village, on a non-exclusive basis, emergency 9-1-1 communication and dispatch services through its Communications Center for the following emergencies: fire, medical, weather, hazardous materials and general civil emergencies (collectively, "Services"). In order to facilitate the Services, Edgecliff Village shall provide to Everman's communications personnel, on a continuing basis, all necessary street, apparatus and response information, as well as all necessary dispatching information unique to Edgecliff Village's operations.

1.2 Edgecliff Village shall further be responsible for contacting and coordinating with Tarrant 9-1-1 and any other applicable agencies or authorities and take all actions necessary for establishment, configuration, and operation required to facilitate Everman's provision of the Services and for payment of all associated costs.

1.3 Without waiving any governmental immunity to which it is entitled, Everman agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Everman employees and agents in connection with the performance of the Services. Without waiving any governmental immunity to which it is entitled, Edgecliff Village agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Edgecliff Village employees and agents. It is also the responsibility of Edgecliff Village to ensure that its use of the Communications Center conforms to all Federal Communications Commission rules and regulations. The Parties understand and agree that this assignment of liability is intended to be different than liability that would otherwise be assigned pursuant to Government Code Section 791.006(a).

1.4 On an ongoing basis, Everman and Edgecliff Village agree to provide complete and adequate training to personnel selected by Edgecliff Village and/or Everman in the use of the Communications Center.

1.5 It is specifically agreed and understood by the Parties hereto that no property rights are granted under this Agreement.

1.6 Correspondence, comments, requests, and complaints regarding Services rendered under this Agreement shall be in writing and forwarded to the persons designated below for receipt of notices. Failure to properly forward comments, requests, demands, and complaints may be considered as sufficient cause to terminate this Agreement under Section 1.6 above.

1.7 It is recognized that Everman has the duty and responsibility of rendering Services twenty-four hours per day, seven days a week to citizens of both Everman and Edgecliff Village; however it is understood by the Parties that unforeseen circumstances may arise which prevent

Everman from providing Services at a particular time.

1.8 There is hereby created a Chiefs Advisory Board. During the term of this Agreement, the Chiefs Advisory Board shall be composed of the Police and Fire Chiefs from Everman, the Police and Fire Chiefs from Edgecliff Village, the police chief(s) from any other cities or entities that enter into a similar Interlocal Agreement for police dispatch services with Everman, and the fire chief(s) from any other cities or entities that enter into a similar Interlocal Agreement for fire dispatch services with Everman. The Everman Chief of Police shall be the Chairman of the Chiefs Advisory Board and shall have the authority to call meetings of the Chiefs Advisory Board. A majority of the members of the Chiefs Advisory Board constitutes a quorum to conduct business. The Chiefs Advisory Board will, by majority vote of the full membership, set policies and procedures for personnel and equipment required for the provision of Services under this Agreement, including but not limited to criteria for determination of priorities in the dispatching and use of equipment and personnel.

Article II Term

The term of this Agreement shall commence on Effective Date and shall terminate five (5) years after the Effective Date ("Primary Term"), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for two (2) successive five (5) year periods ("Renewal Terms"), unless terminated earlier by either Party in accordance with this Agreement.

Article III Termination

3.1 This Agreement may be terminated on the occurrence of either of the following:

- (a) Either Party may terminate the Agreement by providing the other Party written notice of termination at least one hundred and eighty (180) days prior to the anticipated date of termination; or
- (b) Mutual agreement of termination of the Agreement, executed in writing by both Parties, without the requisite one hundred and eighty (180) days prior written notice.

3.2 In the event of a termination, Everman shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Everman be over-compensated on a pro-rata basis for all Services performed to the termination date, Edgecliff Village shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Everman, this Agreement may be terminated or renegotiated in the event Edgecliff Village annexes additional territory into its corporate limits and/or increases the area the Edgecliff Village services. Immediately upon the completion of any annexation proceedings, Edgecliff Village shall notify Everman of the annexation, in writing, and

provide Everman with a legal description of the annexed area.

Article IV Fee for Services

4.1 Edgecliff Village, out of current available revenue, shall annually pay to Everman the amounts set forth below as compensation for Everman's provision of the Services during the Primary Term and each Renewal Term of this Agreement, except as otherwise provided in this Section (the "Annual Compensation Amount"). Such amount is based upon the annual costs incurred by Everman in order to fulfill Everman's obligations under this Agreement. Edgecliff Village shall pay the Annual Compensation Amount to Everman annually on or before the Effective Date of this Agreement and each annual anniversary of the Effective Date thereafter during the Primary Term and each Renewal Term of this Agreement. The Annual Compensation Amount for the first year of the Primary Term under this Agreement shall be \$35,000.00, subject to sections 4.2 and 4.3 of this Agreement. For each year of the Primary Term thereafter and for any year of a Renewal Term, the Annual Compensation Amount shall be set in accordance with the provisions of sections 4.2 and 4.3 of this Agreement.

4.2 For the second through fifth years of the Primary Term and for any year of a Renewal Term, the Parties may, by mutual agreement, leave unchanged or decrease the Annual Compensation Amount. If increases are needed for costs for providing the Services, the increases shall be communicated by Everman to Edgecliff Village in writing on or before March 1 of each year during the Primary Term and any Renewal Term. To the extent that the total amount of any such increases communicated by Everman would be in excess of fifteen percent (15%) of the full amount of Edgecliff Village's payment due for the then-current term, Edgecliff Village may, at its discretion, elect to terminate this Agreement by providing Everman written notice of termination at least one hundred and eighty (180) days before the start of the next successive Primary or Renewal Term (i.e. on or before July 5 of the then-current year). In such an event, this Agreement shall be deemed to terminate immediately before said Primary or Renewal Term would have commenced and the Parties shall have no further obligations under this Agreement.

Article V Indemnification

5.1 TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

5.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL NOT BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE COMMUNICATIONS CENTER AND/OR DISPATCH SERVICES.

5.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

Article VI
Miscellaneous Provisions

6.1 Consideration. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

6.2 Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Edgecliff Village, to: Town of Edgecliff Village
Attn: _____
1605 Edgecliff Rd
Edgecliff Village, Texas 76134

If to Everman, to: City of Everman
Attn: Craig Spencer City Manager
212 N. Race Street
Everman, Texas 76140

6.3 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties

6.4 **Venue and Governing Law.** This Agreement is performable in Tarrant County, Texas and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas, and both Parties agree that venue shall be in Tarrant County, Texas.

6.5 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

6.6 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

6.7 **Severability.** The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party fifteen (15) days written notice of its intent to terminate.

6.8 **Amendments.** Everman and Edgecliff Village may amend this Agreement only by mutual agreement of the Parties in writing.

6.9 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

6.10 **Assignment.** Except as may be permitted under this Agreement, the Agreement may not be assigned by any Party without the prior written consent of the other Party.

5.11 **Force Majeure.** In the event that any performance by either Everman or Edgecliff Village of any of its obligations under this Agreement shall be in any way prevented, interrupted, or delayed by an act of God, acts of war, riot or civil commotion, by and act of State, by strikes, fire or flood, pandemic, or by the occurrence of any other event or development beyond the control of either Everman or Edgecliff Village; either Party, as applicable, shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence

abates for the effects thereof to have dissipated or for Everman or Edgecliff Village to have effected a reasonable recovery therefrom, as the case may be. Everman acknowledges, however, the vital importance of the services provided under this Agreement and, therefore, will undertake all steps reasonably necessary to ensure that said services are uninterrupted.

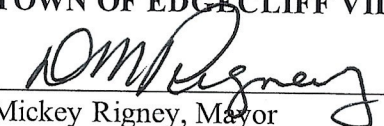
5.12 **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, that each Party has had an opportunity to confer with counsel, on the matters contained herein.

5.13 **Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by all Parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

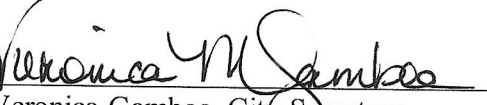
5.14 **Independent Contractor.** Except as otherwise expressly provided herein, Edgecliff Village and Everman agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

5.15 **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

IN WITNESS WHEREOF, the Agreement is effective on this the ____ of _____, 2023 (the "Effective Date").

TOWN OF EDGECLIFF VILLAGE, TEXAS	CITY OF EVERMAN, TEXAS
	
Mickey Rigney, Mayor	Craig Spencer, City Manager
Date: <u>22 Oct 2023</u>	Date: _____

ATTEST:


Veronica Gamboa, City Secretary

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney
(051923vwtTM135151)

JOIN OUR CITY BOARDS & COMMISSIONS**City of Everman**Name: DOROTHY WALKERAddress: 505 RIDGE DR.Phone Number: 817-551-6214Occupation: RETIRED/SEAMSTRESS Business Phone: 682-553-0058

Interests and/or Hobbies:

COOKING, CRAFTS, SEWING, chair beachball volleyball

I wish to be considered for appointment to:

- ☐ Library Board
- ☐ Planning and Zoning Commission
- ☐ Board of Adjustments/Board of Appeals
- ☐ Community Development Corporation
- ☐ Animal Shelter Advisory Board
- ☐ Events Board

☒ SENIOR BOARD

Please complete the following statement:

I wish to be appointed to SENIOR BOARD
because I presently participate at the BURLINSON
SENIOR ACTIVITY CENTER AND WOULD LIKE TO SEE
ACTIVITIES FOR EVERMAN SENIORS

Signature: Dorothy Walker

Date: 9-11-2023

Accepted by: _____

Date: _____

Mindi Parks, City Secretary, City of Everman

JOIN OUR CITY BOARDS & COMMISSIONS

City of Everman

Name: EARL WALKERAddress: 505 RIDGE DRPhone Number: 817-551-6214Occupation: RETIRED

Business Phone: _____

Interests and/or Hobbies:

computer, line dancing when able to, gardening (yard work) chair beach ball volleyball

I wish to be considered for appointment to:

☐ Library Board☐ Planning and Zoning Commission☐ Board of Adjustments/Board of Appeals☐ Community Development Corporation☐ Animal Shelter Advisory Board☐ Events Board☒ SENIOR BOARD

Please complete the following statement:

I wish to be appointed to SENIOR BOARD
because I would like to see more activities for the
seniors of Everman

Signature: Earl Walker

Date: 9-11-2023

Accepted by: _____

Date: _____

Mindi Parks, City Secretary, City of Everman