



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, November 15, 2022 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

A. Minutes

October 10, 2022 Special Meeting Minutes

October 18, 2022 Regular Meeting Minutes

B. Financials

October 2022

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

A. American Rescue Plan Funds Allocation Review

B. Everman Christmas Tree Lighting Ceremony

8. CONSIDERATION AND POSSIBLE ACTION

A. APPROVE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERMAN AND THE TARRANT COUNTY ESD #1 TO PROVIDE FIRE AND EMS SERVICES FOR THE SPECIFIED UNINCORPORATED AREAS WITHIN TARRANT COUNTY.

B. Approve Resolution #2022-11-02 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING EXECUTION BY THE CITY MANAGER OF A CONTRACTOR AGREEMENT WITH J'S ROOFING AND OTHER TRADES, LLC IN THE AMOUNT OF \$91,040.00 FOR EMERGENCY REPAIR TO THE ROOF OF CITY HALL; AUTHORIZING ADDITIONAL AGREEMENTS AND CHANGE ORDERS RELATING TO THE REPAIR; AND PROVIDING AN EFFECTIVE DATE.

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 11, 2022.

/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.

THE STATE OF TEXAS §
§
§
§
§
COUNTY OF TARRANT §

City of Everman, Texas
Fire Service
Emergency Medical Services
Equipment
Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF EVERMAN, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000.00) during this contract year by making equal quarterly payments during the months of January 2023, April 2023, July 2023 and October 2023 for fire protection services in the service area outlined in Exhibit "A."

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of TWO MILLION DOLLARS (\$2,000,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2023, May 2023, August 2023 and November 2023.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

During the period of this Agreement the DISTRICT will provide an engine tanker truck for the CITY's use. Title to such trucks shall remain with the DISTRICT and the CITY shall return the trucks to the DISTRICT upon expiration or termination of this Agreement, ordinary wear and tear excepted. By housing the equipment, the CITY agrees to use the equipment for calls beyond its service area in the event that conditions warrant its use. The parties to this Agreement agree that the County Fire Marshal will have the discretion to make decisions governing its use. CITY agrees to provide manpower to operate the equipment. CITY agrees to provide routine maintenance for this truck, including, but not limited to, fuel, tires, oil, transmission fluid, and spark plugs. DISTRICT will provide insurance against damage to the truck and damage, if any, for liability for the use of the equipment. The equipment may not be used as a first responder (EMS) unless necessary, for example, other vehicles are already dispatched in emergency response. Additionally, the CITY will comply with the Tarrant County ESD Equipment Policy which is attached hereto as Exhibit "C" for the usage of the equipment.

Other than property described in the previous paragraph, DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2022 and ending September 30, 2023. Regarding response purposes, this Agreement will remain in force until the 2023-24 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2023 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 19: Grant from District

During the DISTRICT's 2023 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2023. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

CITY OF EVERMAN, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

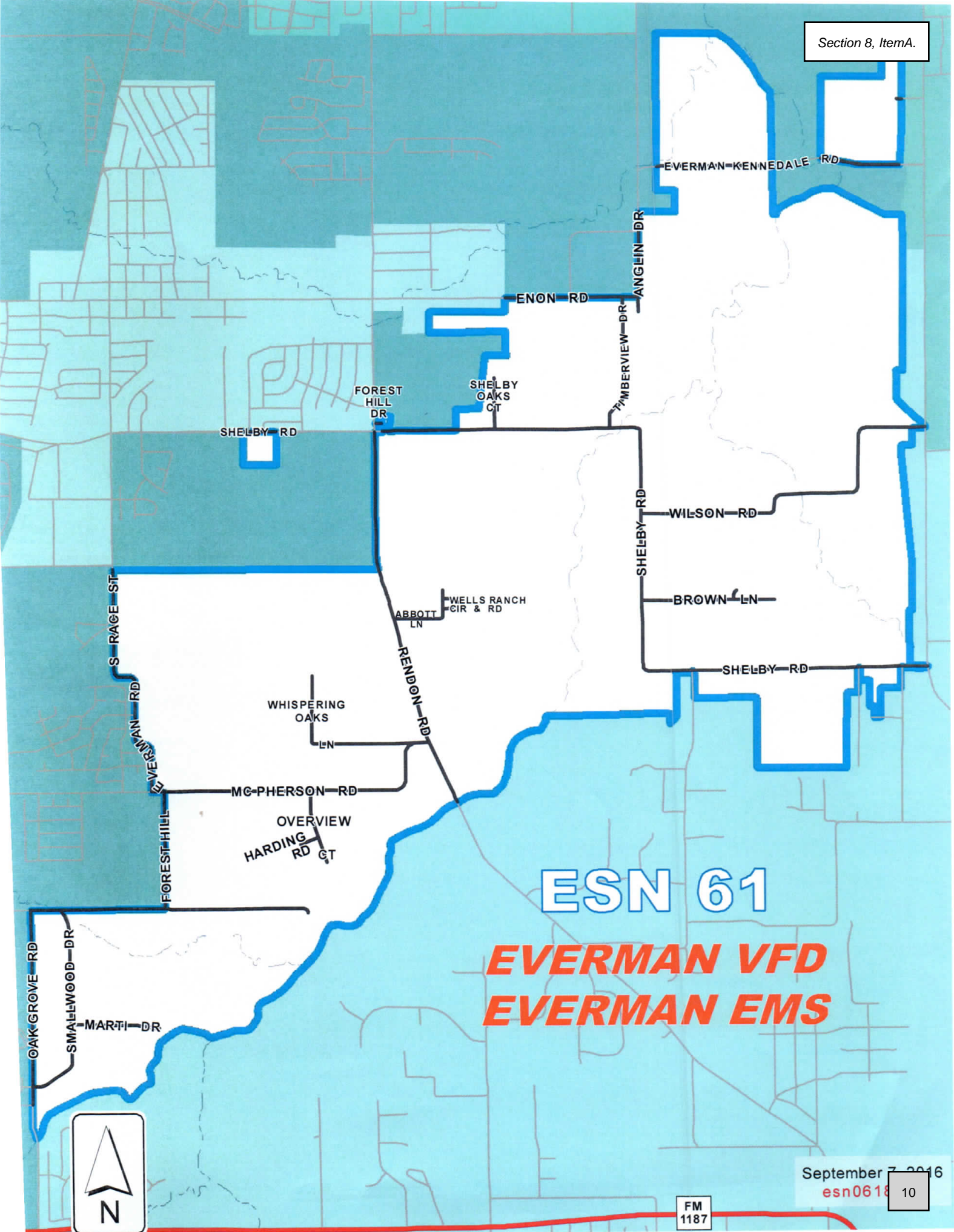
Exhibit "D"

GRANT FROM DISTRICT

City of Everman

(Items included in the categories below are based on the agency's itemized request and will be reimbursed in strict compliance with the agency's grant submission.)

Grant Purpose	Amount
Extrication equipment	\$15,600.00
Radios and accessories	\$9,400.00



ESN 61

EVERMAN VFD
EVERMAN EMS



These are the warranties that we offer in J's and roofing and other trades. LLC

We offer a 5 year workmanship warranty covering all of our work for here at J's roofing and other trades LLC. We strongly believe in treating our customers like members of our own family and a big part of being a family is keeping promises. Our workmanship warranty is our promise to you that you'll be covered in the event of any installation error or workmanship errors and are many years of roofing experience it has given us a great deal of skill and confidence in our work. But with an investment as major as your roof, we understand that guarantees go along way toward building confidence. We believe that any mistake on our part are Responsibility to fix. With our five-year warranty workmanship warranty, your roof is fully protected in the event of any installation errors.

Things that can void our guarantee!

Any fixture that involves major roofing work, including penetration and TPO removal can void the guaranteed. This includes installing satellite dishes, but also skylights. Skylights look great but they also drill right into the roof making it substantial to leaks and other issues.



J'S ROOFING AND OTHER TRADES, LLC'S CONTRACTOR AGREEMENT

The Parties

This Contractor Agreement ("Agreement") made on, November the 1st, 2022, is between 212 N Race St, Fort Worth, TX zip 76140 with a mailing address of Everman City Hall ("OWNER") and **J'S Roofing and Other Trades, LLC.**, ("CONTRACTOR") both of whom agree as follows:

Services Provided

J'S Roofing and Other Trades, LLC. agrees to complete the following: (We will tear off all the roof layers that the building has we will also remove all the old flashing and replacing it with new flashing and also we will remove all air conditioners then we will install the new GAF TPO Roof materials once we're done installing the GAF TPO Roof then we will reinstall all the same air conditioners and get them back to work the same way they were.)

J'S Roofing and Other Trades, LLC's Responsibilities

J'S Roofing and Other Trades, LLC. shall be responsible for providing the following when performing their Services:

- Labor** – Including, but not limited to, employees, subcontractors and any other individuals or agents.
- **Materials** – Including, but not limited to, all supplies and products.
- **Equipment**– Including, but not limited to, machinery, accessories, or devices.

- **Travel** – Including, but not limited to, ensuring that the above-mentioned Responsibilities are provided at the Location mentioned in Section (“Location”).

J’S Roofing and Other Trades, LLC. shall not be responsible for any aforementioned items that are not selected unless otherwise stated in this Agreement.



Location

The parties agree that the primary location for the Services completed by **J’S Roofing and Other Trades, LLC** shall be at the specific location(s) of: Everman City Hall

Commencement Date

The **J’S Roofing and Other Trades, LLC.** Shall be permitted to begin the Services approval by the owner of the contract verified by a separate letter. Please and Thank you

Completion

The **J’S Roofing and Other Trades, LLC.** will be required, unless otherwise stated under the terms of this Agreement, to complete the Services:

- In accordance with industry standards.

The project can be completed In less than a week and 1/2 but and just in case we run into technical difficulties we need three weeks to complete this project upon the start date we agreed on.

Payment

Payment for the Services shall be as follows: \$ 91,040 for the Services(“Payment”) made payable to **J’S Roofing and Other Trades, LLC.**

Payment Method

Payment shall be made by the OWNER as follows:

60% 1st Payment \$ 54,624 Within three days of receiving the commencement letter

2nd Payment \$ 36,416 When project is completed

If **J'S Roofing and Other Trades, LLC.** Completes the Services to the satisfaction of the OWNER, before the full amount or balance has been fully paid, any remaining amount shall be payable immediately.

Satisfaction

Satisfaction of the completed Services by **J'S Roofing and Other Trades, LLC.** shall be completed within a reasonable time period. "Satisfaction" shall be a determination, in good faith, and in accordance with commonly accepted industry standards.

OWNER shall have a reasonable time to make payment to **J'S Roofing and Other Trades, LLC.** "Reasonable time" shall be determined in relation to relevant circumstances, but shall in no event be less time than required for OWNER to pursue a conclusion to their legal remedies against any responsible party to obtain payment, including, but not limited to, mechanics' lien remedies.

Subcontracting

J'S Roofing and Other Trades, LLC. shall have the **Right to Subcontracting.** **J'S Roofing and Other Trades, LLC.** may subcontract, either part or in whole, the Services authorized under this Agreement. **J'S Roofing and Other Trades, LLC.** may obtain a written agreement from each subcontractor that is the same or comparable to the Sections of this Agreement and to be approved, in writing, by **J'S Roofing and Other Trades, LLC.**

Resolution of Disputes

If a dispute arises concerning the provisions of this Agreement or the performance of any of the parties mentioned, the parties hereby agree to settle the dispute by **Binding Arbitration.**

BINDING ARBITRATION AGREEMENT

J'S Roofing and Other Trades, LLC., ("Company," "Contractor", "we" or "our") maintains a mandatory binding arbitration policy. It is a condition of your doing business with us that you and we agree to arbitrate all arbitrable claims arising from or related to your contractual relationship with us (the "Claims," itemized below), save and except any claims made not arbitrable by governing statute or rule.

1. Effective Date: The effective date of this Arbitration Agreement (this "Arbitration Agreement") is the date indicated above. (the "Effective Date").

2. Arbitration is Mandatory, Binding, and Mutual: All Claims related to your Contractor Agreement ("Agreement") for provision of services by us arising in any part after the Effective Date, save and except any claims made not arbitrable by governing statute or rule, will be resolved only through mandatory binding arbitration. You and we both agree to arbitrate all Claims, and you and we both waive all rights to a jury or non-jury trial in state and federal court as to the Claims.

3. Who Must Arbitrate Claims: **J'S Roofing and Other Trades, LLC.** and Owner and their spouse, children, parents, estate, successors and assigns are governed by this Arbitration Agreement, and must arbitrate all Claims.

4. The Claims: Claims covered under this Arbitration Agreement include, but are not limited to the following: (i) all claims relating to the contractual relationship between Owner and **J'S Roofing and Other Trades, LLC.**, including claims for violation of any federal or state statute, regulation or common law.

5. How The Arbitration Will Be Conducted: You and we agree **J'S Roofing and Other Trades, LLC.** Is engaged in interstate commerce, and that the Federal Arbitration Act (the "FAA") will govern all aspects of this Arbitration Agreement. However, should the FAA or other law be amended so the FAA no longer governs this Arbitration Agreement, the Texas common law of arbitration shall apply. All arbitrations under this Arbitration Agreement will be administered by Benchmark Arbitration Services, Inc. under its rules for resolution of disputes. If Benchmark Arbitration Services, Inc. is unable or unwilling to administer the arbitration, then Judicial Workplace Arbitrations, Inc. shall administer the arbitration under its rules for resolution of disputes. Should Judicial Workplace Arbitrations, Inc. be unwilling or unable to administer the arbitration, then the American Arbitration Association will administer the arbitration under its then existing rules using one arbitrator from its Dallas, Texas Panel, or the parties may mutually agree upon any other arbitrator. A stenographic record shall be taken of the arbitration hearing, and the cost shall be split between the parties.

6. How the Arbitrator is Selected: Any arbitration under this Arbitration Agreement will use one arbitrator, who will come from a panel of at least three arbitrators provided by the firm administering the arbitration. If you and we cannot agree on the arbitrator, you and we will have an equal number of strikes to reduce the panel until only one arbitrator remains. That person will be the arbitrator under this Arbitration Agreement. Any arbitrator must be neutral as to all parties. Standards for recusal of the arbitrator will be the same as for trial judges under Texas law. If the party bringing the arbitration lives within 50 miles of Tarrant County, Texas, the arbitration will be in Fort Worth, Texas. If the party bringing the arbitration lives more than 50 miles from Tarrant County, that party may elect to arbitrate in Fort Worth, or at a location within 50 miles of their residence.

7. Arbitration Fees and Expenses: **J'S Roofing and Other Trades, LLC.** will pay 1/2 of the arbitrator's fee and the cost of a stenographic record of the arbitration hearing. Owner will pay 1/2 of the arbitrator's fee and the cost of a stenographic record of the arbitration hearing.

8. One-Year Time Limit on Bringing a Claim All parties must file a Claim for arbitration within ONE (1) year after the date of the incident or occurrence giving rise to the Claim.:

Failure to do so will result in the Claim being barred as at that one-year date. Should this time limitation become unenforceable because of applicable statute or case law, we and you agree the arbitrator may determine the appropriate limitations period in a pre-arbitration hearing,

9. Limitations on Discovery: Discovery and pre-hearing proceedings will generally be governed by the Texas Rules of Civil Procedure. The discovery devices and scope of

discovery set forth in those rules will apply, except that each party can only depose: (i) the opposing party; (ii) one additional fact witness; and (iii), any expert witnesses designated by the opposing party. This limitation can be changed by the arbitrator for good cause shown.

10. Remedies and Defenses: Generally, all parties may allege any cause of action, obtain any remedy, and assert any legal or equitable defense available in a Texas state or federal court; however, the arbitrator will have no authority to award punitive or exemplary damages, unless they are provided to the claiming party under a statute. All parties are entitled to file any motions, including dispositive motions, permitted under the Texas Rules of Civil Procedure.

11. Written Award and Confirmation of Award: After the arbitration hearing is over, the arbitrator will issue an award and send a copy to all parties. The award need not be a reasoned or "explained" award; it can just be a sum of money, or zero. Under Section 9 of the FAA, a judgment of any Texas court of competent jurisdiction may be entered to enforce the arbitration award. Any party may appeal a judgment entered by a court to confirm the arbitrator's award. You and we agree the standard of review for a judgment arising from the arbitrator's award under this Arbitration Agreement will be the same standard of review that would apply to a judgment rendered after trial in a Texas state court.

12. Severability: If any provision of this Arbitration Agreement is adjudged to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Arbitration Agreement will remain in effect.

13. Not a Contract of Employment: Arbitration Agreement shall not be construed to create a contract of employment, either express or implied, for any person.

14. Confidentiality: You and we agree that any arbitration or settlement of a Claim will be kept strictly confidential, except for: (i) communications made, pleadings filed, and materials submitted in connection with entry or appeal of the arbitrator's award; (ii) communications or reports to the Internal Revenue Service; and (iii) when you or we are compelled to testify by subpoena.

~~**15. Consideration:** The mutual promises made herein between us to arbitrate Claims under this Arbitration Agreement are consideration for this Arbitration Agreement. Your continued contractual relationship with J'S Roofing and Other Trades, LLC., after having been notified of institution of this Arbitration Agreement and the terms hereof, are consideration for this Arbitration Agreement. This Arbitration Agreement has been delivered to you.~~

J.C. _____

16. Termination and Amendment: We have the right to terminate or amend this Arbitration Agreement only on a prospective basis, and no termination or amendment will affect any Claim which occurs before the effective date of such termination or amendment. All such prior Claims will be arbitrated under this Arbitration Agreement. Subject to the foregoing, this Arbitration Agreement will survive our employer-employee relationship with you, and will apply to any Claim which arises or is asserted during or after your employment with us. You will be provided at least ten calendar days' advance notice of any prospective amendment or termination of this Arbitration Agreement, before it becomes effective as to you.

17. Application to Others: You and we agree that any Claim now or hereafter brought by your spouse, children, parents, estate, successors and or assigns will be arbitrated under this Arbitration Agreement, as will any Claim now or hereafter brought by any of **J'S Roofing and Other Trades, LLC.**'s officers, directors, agents, predecessors, successors, parent or affiliated or sister companies.

I acknowledge receipt of this Arbitration Agreement. I have read it, or have had an opportunity to read it, and I understand and agree to the same.

Change Orders

Any alteration or deviation from the Services mentioned or any other contractual specifications that result in a revision of this Agreement shall be executed and attached to this Agreement as a change order ("Change Order").

Time

Time is of the essence of this Agreement. **J'S Roofing and Other Trades, LLC.** may provide the OWNER with scheduling information in a form acceptable to the OWNER and shall conform to the OWNER 's progress schedules, including any changes made by the OWNER in the scheduling of Services. **J'S Roofing and Other Trades, LLC.** shall coordinate its Services with that of all other contractors, subcontractors, suppliers and/or materialmen so as not to delay or damage their performance.

14. Notices. All notices under this Agreement shall be in writing and sent to the address of the recipient specified herein. Any such notice may be delivered by hand, by overnight courier, certified mail with return receipt, or first class pre-paid letter, and will be deemed to have been received (1) if delivered by hand – at the time of delivery; (2) if delivered by overnight courier – 24 hours after the date of delivery to courier with evidence from the courier; (3) if delivered by certified mail with return receipt – the date as verified on the return receipt; (4) if delivered by first class mail – three (3) business days after the date of mailing.

15. Force Majeure. Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of State or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, any date stated herein shall be extended by a period of time necessary by both **J'S Roofing and Other Trades, LLC.** and OWNER. If the delay remains in effect for a period more than thirty (30) days, **J'S Roofing and Other Trades, LLC.** has the right to terminate this Agreement upon written notice to the OWNER.

Governing Law

This Agreement shall be governed under the laws in the State of Texas and venue shall be Tarrant County.

Additional Provisions

Any changes shall be invoiced by order and approval of change order shall be by owner's signature. And if any of the order it's approve the payment can be made with the last payment of the project.

Entire Agreement

This Agreement represents the entire agreement between the OWNER and **J'S Roofing and Other Trades, LLC**. This Agreement supersedes any prior written or oral representations.

IN WITNESS WHEREOF, this Agreement was signed by the parties under the hands of their duly authorized officers and made effective as of the undersigned date.

Owner's Signature _____ **Date** _____

Print Name _____

J'S Roofing and Other Trades, LLC.'s Signature _____

Date _____

Print Name _____

CITY OF EVERMAN, TEXAS

RESOLUTION NO. 2022-11-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING EXECUTION BY THE CITY MANAGER OF A CONTRACTOR AGREEMENT WITH J'S ROOFING AND OTHER TRADES, LLC IN THE AMOUNT OF \$91,040.00 FOR EMERGENCY REPAIR TO THE ROOF OF CITY HALL; AUTHORIZING ADDITIONAL AGREEMENTS AND CHANGE ORDERS RELATING TO THE REPAIR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the roof of City Hall failed, causing ceiling collapse and posing a public safety hazard and unforeseen damage to public property; and

WHEREAS, the immediate procurement of goods and services related to repair of the City Hall roof is necessary for (i) the preservation of the public health and safety of the City's residents and (ii) the repair of unforeseen damage to public machinery, equipment, or other property, and, that, pursuant to Texas Local Government Code §§252.022(a)(2) and (3), such procurement shall be exempt from the bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

WHEREAS, the City Manager has negotiated an agreement on behalf of the City with J's Roofing and Other Trades, LLC in the amount of \$91,040.00 for the needed repairs to the roof of City Hall, including all necessary labor, equipment, and materials, and

WHEREAS the City Council of the City of Everman, Texas, finds it to be in the public interest to approve said agreement with J's Roofing and Other Trades, LLC and to authorize the City Manager to execute said agreement and any necessary additional agreements and change orders relating to the repair.

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

SECTION 1. An emergency exists under Texas Local Government Code §§ 252.022(a)(2) and (3) with regard to the urgent need for immediate repair to the roof of the Everman City Hall.

SECTION 2. The Contractor's Agreement with J's Roofing and Other Trades, LLC, a Texas limited liability company, in the amount of \$91,040.00, said agreement being attached hereto and incorporated herein by this reference as Exhibit "A", is hereby approved and the City Manager is authorized to execute said Agreement and any other necessary additional agreements and change orders relating to the repair and to pay for the foregoing services from current funds available for such purposes

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

PASSED AND APPROVED THIS THE 15TH DAY OF NOVEMBER 2022.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED:

Victoria W. Thomas, City Attorney
Hunter W. Mattocks, Asst. City Attorney
(111022vwtTM132311)

Exhibit A



J'S ROOFING AND OTHER TRADES, LLC'S CONTRACTOR AGREEMENT

The Parties

This Contractor Agreement ("Agreement") made on, November the 1st, 2022, is between 212 N Race St, Fort Worth, TX zip 76140 with a mailing address of Everman City Hall ("OWNER") and J'S Roofing and Other Trades, LLC., ("CONTRACTOR") both of whom agree as follows:

Services Provided

J'S Roofing and Other Trades, LLC. agrees to complete the following: (We will tear off all the roof layers that the building has we will also remove all the old flashing and replacing it with new flashing and also we will remove all air conditioners then we will install the new GAF TPO Roof materials once we're done installing the GAF TPO Roof then we will reinstall all the same air conditioners and get them back to work the same way they were.)

J'S Roofing and Other Trades, LLC's Responsibilities

J'S Roofing and Other Trades, LLC. shall be responsible for providing the following when performing their Services:

- Labor – Including, but not limited to, employees, subcontractors and any other individuals or agents.
- Materials – Including, but not limited to, all supplies and products.
- Equipment– Including, but not limited to, machinery, accessories, or devices.

- Travel – Including, but not limited to, ensuring that the above-mentioned Responsibilities are provided at the Location mentioned in Section (“Location”).

J'S Roofing and Other Trades, LLC. shall not be responsible for any aforementioned items that are not selected unless otherwise stated in this Agreement.

Location

The parties agree that the primary location for the Services completed by J'S Roofing and Other Trades, LLC shall be at the specific location(s) of: Everman City Hall

Commencement Date

The J'S Roofing and Other Trades, LLC. Shall be permitted to begin the Services approval by the owner of the contract verified by a separate letter. Please and Thank you

Completion

The J'S Roofing and Other Trades, LLC. will be required, unless otherwise stated under the terms of this Agreement, to complete the Services:

- In accordance with industry standards.

The project can be completed In less than a week and 1/2 but and just in case we run into technical difficulties we need three weeks to complete this project upon the start date we agreed on.

Payment

Payment for the Services shall be as follows: \$ 91,040 for the Services (“Payment”) made payable to J'S Roofing and Other Trades, LLC.

Payment Method

Payment shall be made by the OWNER as follows:

60% 1st Payment \$ 54,624 Within three days of receiving the commencement letter

2nd Payment \$ 36,416 When project is completed

If J'S Roofing and Other Trades, LLC. Completes the Services to the satisfaction of the OWNER, before the full amount or balance has been fully paid, any remaining amount shall be payable immediately.

Satisfaction

Satisfaction of the completed Services by J'S Roofing and Other Trades, LLC. shall be completed within a reasonable time period. "Satisfaction" shall be a determination, in good faith, and in accordance with commonly accepted industry standards.

OWNER shall have a reasonable time to make payment to J'S Roofing and Other Trades, LLC. "Reasonable time" shall be determined in relation to relevant circumstances, but shall in no event be less time than required for OWNER to pursue a conclusion to their legal remedies against any responsible party to obtain payment, including, but not limited to, mechanics' lien remedies.

Subcontracting

J'S Roofing and Other Trades, LLC. shall have the Right to Subcontracting. J'S Roofing and Other Trades, LLC. may subcontract, either part or in whole, the Services authorized under this Agreement. J'S Roofing and Other Trades, LLC. may obtain a written agreement from each subcontractor that is the same or comparable to the Sections of this Agreement and to be approved, in writing, by J'S Roofing and Other Trades, LLC.

Resolution of Disputes

If a dispute arises concerning the provisions of this Agreement or the performance of any of the parties mentioned, the parties hereby agree to settle the dispute by Binding Arbitration.

BINDING ARBITRATION AGREEMENT

J'S Roofing and Other Trades, LLC., ("Company," "Contractor", "we" or "our") maintains a mandatory binding arbitration policy. It is a condition of your doing business with us that you and we agree to arbitrate all arbitrable claims arising from or related to your contractual relationship with us (the "Claims," itemized below), save and except any claims made not arbitrable by governing statute or rule.

1. **Effective Date:** The effective date of this Arbitration Agreement (this "Arbitration Agreement") is the date indicated above. (the "Effective Date").

2. **Arbitration is Mandatory, Binding, and Mutual:** All Claims related to your Contractor Agreement ("Agreement") for provision of services by us arising in any part after the Effective Date, save and except any claims made not arbitrable by governing statute or rule, will be resolved only through mandatory binding arbitration. You and we both agree to arbitrate all Claims, and you and we both waive all rights to a jury or non-jury trial in state and federal court as to the Claims.

3. Who Must Arbitrate Claims: J'S Roofing and Other Trades, LLC. and Owner and their spouse, children, parents, estate, successors and assigns are governed by this Arbitration Agreement, and must arbitrate all Claims.

4. The Claims: Claims covered under this Arbitration Agreement include, but are not limited to the following: (i) all claims relating to the contractual relationship between Owner and J'S Roofing and Other Trades, LLC., including claims for violation of any federal or state statute, regulation or common law.

5. How The Arbitration Will Be Conducted: You and we agree J'S Roofing and Other Trades, LLC. Is engaged in interstate commerce, and that the Federal Arbitration Act (the "FAA") will govern all aspects of this Arbitration Agreement. However, should the FAA or other law be amended so the FAA no longer governs this Arbitration Agreement, the Texas common law of arbitration shall apply. All arbitrations under this Arbitration Agreement will be administered by Benchmark Arbitration Services, Inc. under its rules for resolution of disputes. If Benchmark Arbitration Services, Inc. is unable or unwilling to administer the arbitration, then Judicial Workplace Arbitrations, Inc. shall administer the arbitration under its rules for resolution of disputes. Should Judicial Workplace Arbitrations, Inc. be unwilling or unable to administer the arbitration, then the American Arbitration Association will administer the arbitration under its then existing rules using one arbitrator from its Dallas, Texas Panel, or the parties may mutually agree upon any other arbitrator. A stenographic record shall be taken of the arbitration hearing, and the cost shall be split between the parties.

6. How the Arbitrator is Selected: Any arbitration under this Arbitration Agreement will use one arbitrator, who will come from a panel of at least three arbitrators provided by the firm administering the arbitration. If you and we cannot agree on the arbitrator, you and we will have an equal number of strikes to reduce the panel until only one arbitrator remains. That person will be the arbitrator under this Arbitration Agreement. Any arbitrator must be neutral as to all parties. Standards for recusal of the arbitrator will be the same as for trial judges under Texas law. If the party bringing the arbitration lives within 50 miles of Tarrant County, Texas, the arbitration will be in Fort Worth, Texas. If the party bringing the arbitration lives more than 50 miles from Tarrant County, that party may elect to arbitrate in Fort Worth, or at a location within 50 miles of their residence.

7. Arbitration Fees and Expenses: J'S Roofing and Other Trades, LLC. will pay ½ of the arbitrator's fee and the cost of a stenographic record of the arbitration hearing. Owner will pay ½ of the arbitrator's fee and the cost of a stenographic record of the arbitration hearing.

8. One-Year Time Limit on Bringing a Claim All parties must file a Claim for arbitration within ONE (1) year after the date of the incident or occurrence giving rise to the Claim.:

Failure to do so will result in the Claim being barred as at that one-year date. Should this time limitation become unenforceable because of applicable statute or case law, we and you agree the arbitrator may determine the appropriate limitations period in a pre-arbitration hearing.

9. Limitations on Discovery: Discovery and pre-hearing proceedings will generally be governed by the Texas Rules of Civil Procedure. The discovery devices and scope of

discovery set forth in those rules will apply, except that each party can only depose: (i) the opposing party; (ii) one additional fact witness; and (iii), any expert witnesses designated by the opposing party. This limitation can be changed by the arbitrator for good cause shown.

10. Remedies and Defenses: Generally, all parties may allege any cause of action, obtain any remedy, and assert any legal or equitable defense available in a Texas state or federal court; however, the arbitrator will have no authority to award punitive or exemplary damages, unless they are provided to the claiming party under a statute. All parties are entitled to file any motions, including dispositive motions, permitted under the Texas Rules of Civil Procedure.

11. Written Award and Confirmation of Award: After the arbitration hearing is over, the arbitrator will issue an award and send a copy to all parties. The award need not be a reasoned or "explained" award; it can just be a sum of money, or zero. Under Section 9 of the FAA, a judgment of any Texas court of competent jurisdiction may be entered to enforce the arbitration award. Any party may appeal a judgment entered by a court to confirm the arbitrator's award. You and we agree the standard of review for a judgment arising from the arbitrator's award under this Arbitration Agreement will be the same standard of review that would apply to a judgment rendered after trial in a Texas state court.

12. Severability: If any provision of this Arbitration Agreement is adjudged to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Arbitration Agreement will remain in effect.

13. Not a Contract of Employment: Arbitration Agreement shall not be construed to create a contract of employment, either express or implied, for any person.

14. Confidentiality: You and we agree that any arbitration or settlement of a Claim will be kept strictly confidential, except for: (i) communications made, pleadings filed, and materials submitted in connection with entry or appeal of the arbitrator's award; (ii) communications or reports to the Internal Revenue Service; and (iii) when you or we are compelled to testify by subpoena.

15. Consideration: The mutual promises made herein between us to arbitrate Claims under this Arbitration Agreement are consideration for this Arbitration Agreement. Your continued contractual relationship with J'S Roofing and Other Trades, LLC., after having been notified of institution of this Arbitration Agreement and the terms hereof, are consideration for this Arbitration Agreement. This Arbitration Agreement has been delivered to you.

16. Termination and Amendment: We have the right to terminate or amend this Arbitration Agreement only on a prospective basis, and no termination or amendment will affect any Claim which occurs before the effective date of such termination or amendment. All such prior Claims will be arbitrated under this Arbitration Agreement. Subject to the foregoing, this Arbitration Agreement will survive our employer-employee relationship with you, and will apply to any Claim which arises or is asserted during or after your employment with us. You will be provided at least ten calendar days' advance notice of any prospective amendment or termination of this Arbitration Agreement, before it becomes effective as to you.

17. Application to Others: You and we agree that any Claim now or hereafter

brought by your spouse, children, parents, estate, successors and or assigns will be arbitrated under this Arbitration Agreement, as will any Claim now or hereafter brought by any of J'S Roofing and Other Trades, LLC.'s officers, directors, agents, predecessors, successors, parent or affiliated or sister companies.

I acknowledge receipt of this Arbitration Agreement. I have read it, or have had an opportunity to read it, and I understand and agree to the same.

Change Orders

Any alteration or deviation from the Services mentioned or any other contractual specifications that result in a revision of this Agreement shall be executed and attached to this Agreement as a change order ("Change Order").

Time

Time is of the essence of this Agreement. J'S Roofing and Other Trades, LLC. may provide the OWNER with scheduling information in a form acceptable to the OWNER and shall conform to the OWNER's progress schedules, including any changes made by the OWNER in the scheduling of Services. J'S Roofing and Other Trades, LLC. shall coordinate its Services with that of all other contractors, subcontractors, suppliers and/or materialmen so as not to delay or damage their performance.

14. Notices. All notices under this Agreement shall be in writing and sent to the address of the recipient specified herein. Any such notice may be delivered by hand, by overnight courier, certified mail with return receipt, or first class pre-paid letter, and will be deemed to have been received (1) if delivered by hand – at the time of delivery; (2) if delivered by overnight courier – 24 hours after the date of delivery to courier with evidence from the courier; (3) if delivered by certified mail with return receipt – the date as verified on the return receipt; (4) if delivered by first class mail – three (3) business days after the date of mailing.

15. Force Majeure. Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of State or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, any date stated herein shall be extended by a period of time necessary by both J'S Roofing and Other Trades, LLC. and OWNER. If the delay remains in effect for a period more than thirty (30) days, J'S Roofing and Other Trades, LLC. has the right to terminate this Agreement upon written notice to the OWNER.

Governing Law

This Agreement shall be governed under the laws in the State of Texas and venue shall be Tarrant County.

Additional Provisions

Any changes shall be invoiced by order and approval of change order shall be by owner's signature. And if any of the order it's approve the payment can be made with the last payment of the project.

Entire Agreement

This Agreement represents the entire agreement between the OWNER and **J'S Roofing and Other Trades, LLC**. This Agreement supersedes any prior written or oral representations.

IN WITNESS WHEREOF, this Agreement was signed by the parties under the hands of their duly authorized officers and made effective as of the undersigned date.

Owner's Signature _____ Date _____

Print Name _____

J'S Roofing and Other Trades, LLC.'s Signature Javier Cano

Date 01-11-2022

Print Name Javier Cano



These are the warranties that we offer in J's and roofing and other trades. LLC

We offer a 5 year workmanship warranty covering all of our work for here at J's roofing and other trades LLC. We strongly believe in treating our customers like members of our own family and a big part of being a family is keeping promises. Our workmanship warranty is our promise to you that you'll be covered in the event of any installation error or workmanship errors and are many years of roofing experience it has given us a great deal of skill and confidence in our work. But with an investment as major as your roof, we understand that guarantees go along way toward building confidence. We believe that any mistake on our part are Responsibility to fix. With our five-year warranty workmanship warranty, your roof is fully protected in the event of any installation errors.

Things that can void our guarantee!

Any fixture that involves major roofing work, including penetration and TPO removal can void the guaranteed. This includes installing satellite dishes, but also skylights. Skylights look great but they also drill right into the roof making it substantial to leaks and other issues.