AGENDA

City Council Meeting

Tuesday, February 23, 2021 @ 6:30 PM

THE CITY OF Anna

Anna ISD Board Room
201 E. 7th Street, Anna, Texas 75409
or if unable to meet at the Board Room
Anna City Hall, Council Chambers
111 N. Powell Parkway, Anna, Texas 75409

The City Council of the City of Anna will meet at 6:30 PM, on February 23, 2021 at the Anna ISD Board Room, 201 E. 7th Street or if unable to meet there they will meet at Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items.

Welcome to the City Council meeting. Please sign the Sign-In-Sheet as a record of attendance. If you wish to speak on an open-session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts.

1. **Call to Order, Roll Call and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
   At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing and any item that is not on this meeting agenda. The public will be permitted to offer public comments electronically, as provided by the agenda and as permitted by the presiding officer during the meeting. We are encouraging neighbors, who wish to speak, to complete a Speaker Registration Form and submit to City Secretary Carrie Land (cland@annatexas.gov) by 5:00 PM so it may be read into the record. Each person will be allowed up to three (3) minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

4. **Reports.**

Receive reports from Staff or the City Council about items of community interest. *Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.*

a. Legislative Update

b. Process for Communications from Advisory Boards

c. DEEP FREEZE UPDATE

5. **Consent Items.**

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

a. Approve Police department report on 2020 racial profiling data that will be submitted to the Texas Commission on Law Enforcement (TCOLE). (Police Chief Dean Habel)

b. Review minutes of the January 7, 2021 Joint Community Development Corporation Board and Economic Development Corporation Board Meeting. (Director of Economic Development Joey Grisham)

c. Approve a Resolution approving a one-year extension of the primary depository bank services contract with Independent Bank. (Finance Director Alan Guard)

d. Approve a Resolution approving a Medical Director Services Agreement with Questcare Medical Services, PLLC in support of EMS services (Fire Chief Ray Isom).

e. Approve Resolution Determining Cost of Authorized Improvements with Preliminary SAP and Setting Levy and Assessment Hearing Date for Sherley Tract Public Improvement District.

f. Approve Resolution Setting Public Hearing to Create a TIRZ to encompass the Sherley Tract Public Improvement District PID property.

6. **Closed Session (Exceptions).**

Under Tex. Gov'T Code Chapter 551, The City Council May Enter Into Closed Session To Discuss Any Items Listed Or Referenced On This Agenda Under The Following Exceptions:

a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). Charter provisions; personnel policies; Council procedures; staff procedures; City ordinances; City contracts; public facilities and related legal matters.

b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).

c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).

d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

The Council further reserves the right to enter into executive session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

7. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

8. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this agenda at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on February 19, 2021

____
Carrie L. Land, City Secretary

1. The Council may vote and/or act upon each of the items listed in this agenda.
2. The Council reserves the right to retire into executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meeting Act.
3. Persons with a disability who want to attend this meeting who may need assistance should contact the City Secretary at 972 924-3325 two working days prior to the meeting so that appropriate arrangements can be made.

THE CITY OF Anna

Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 2/23/2021
Staff Contact:

AGENDA ITEM:
Legislative Update

SUMMARY:
On February 11, 2021, the City Manager attended a meeting where Bennett Sandlin, the TML Executive Director, provided a detailed update on several current initiatives being considered by the Texas State Legislature in the current session, that are of grave concern to cities throughout the State, North Texas and the City of Anna.

The purpose of this update is to inform Council and seek support to officially to either support or oppose these and other legislative actions that are being considered but may not be in support of the operations of cities like the City of Anna, a home rule city in the State of Texas.

While TML effectively acts as a lobbyist on behalf of its over 800 member cities, to which we are one, TML also asks for support in these efforts, which can include the passing of local resolutions or ordinances supporting or opposing such actions, depending upon the issues, and at times testifying at the appropriate hearings on such topics, or providing supporting documentation "for" or "against," where such efforts on behalf of the member cities can illustrate the positions of these cities, further citing the reasons and impacts of such opposition or support.

Several of the greatest concerns being considered in this Legislative session, as identified by TML, are limiting legislature that would affect home rule city power of self-governance and regulatory authorities and regulations, limiting local controls of development, which will affect high growth cities like Anna, impacting potential taxing authority creating limitations on cities by the initiation of additional unfunded mandates, creating disparate distribution of wealth by creating fees which will be borne by users of systems to provide funding for others (future users) and creating development and growth initiatives that can significantly and adversely affect growth management in cities like Anna.

The following are examples of the issues which we will be following and seeking Council support the recommendations presented.

1. Legislative support to provide broadband internet service to underserved areas where weak or no service exists - While TML supports underserviced areas being addressed throughout Texas, the State wants to address it, but does not want to fund it, as there is no funding source available currently for such an initiative. It is more likely to be a fee-based structured funding mechanism whereby those who have such a service currently (and are paying for it) would incur an additional charge to their current service to accumulate revenue to provide that service to those areas without service, in essence those who have it will pay for those who don’t, in both rural and urban areas, funding the telecommunications industry at the expense of the current users.

Recommendation: Oppose

2. There is legislature to revise the Open Meetings Act with regard to the current government emergency rules to remain in place after the state of emergency is lifted. This would allow for open meetings to remain digital as an option after the pandemic, effectively not requiring a public official to be physically present for meetings to establish a quorum, as they could "zoom" in, or use some other means to participate remotely. The shortcomings may be where closed session security could be compromised allowing those outside of the board to participate without having authorization to do so.

Recommendation: Support in part

3. There is an effort to revise annexation laws to make it easier to annex across state or county highways and roads, removing the HB1241 & SB374 restrictions for such.

Recommendation: Support

4. There is an effort to relax the on-line notification of legal notices, eliminating the unfunded mandate and costs to local government that currently require legal ads in newspapers by HB1030; should this pass cities could post legal ads digitally by a means to be determined.

Recommendation: Support

5. There is a recommendation of hard push back on censorship bills (preventing the cities from hiring lobbyist.) This would eliminate the TML's ability to serve us. As laid out HB749 SB234 (Rep Hall,) this severely limits our voice on a state level. This requires the Council to support the interest of cities by opposing this legislature and may require testimony at the appropriate time.

Recommendation: Oppose

6. SB2 – There will be a clean-up bill to SB2 from the last session – The idea will come from all areas of the prior legislature actions.

- Bettencourt wants to remove disaster provision to SB2 claiming that a pandemic is not a disaster or emergency since there was no loss in infrastructure, they will likely try to do the same with the current DEEP FREEZE event. If successful they will remove the 8% cap (formerly defined as rollback) and such an action hurts Anna revenue as it does high growth cities. We had enacted this provision for the FY2021.
- Additionally they want to do away with the 30,000 population cap that would allow for de minimus calculation approach which provides small cities the option to raise a specified amount of revenue without an election. This also hurts small cities (like Anna) limiting their abilities to fund infrastructure needs, to keep up with growth, as impact fees are already restricted to 50% maximum funding levels of designated projects cost projections.
- The proposal also provides for having COs to count against the M&O rate which would result in significant reduction in operating funds and would be catastrophic to all operations effectively the eliminating the use of COs for any municipal use, again taking away home rule power to manage finances locally. Typically COs for emergencies, receive better rates than other forms of debt saving taxpayer money. Bond Counsel and FAs need to support opposition to these initiatives as well. Staff will coordinate this effort.

Recommendation: Oppose

7. There are several police initiatives in response to the various event that occurred in 2020, and the resulting discussions on the topics of police reform, defunding, banning of choke holds, other initiatives related to policing and the funding thereof on the local level. There are several bills.

- HB638 says you cannot spend any less on public safety including debt. This is a problem because if you debt serviced a police station or police equipment not you have to spend that amount each year even if you don't need to.
- A second bill allows spending at 5% but requires an election to enact. This is an unfunded mandate required to hold elections each year for any police purchase, as most compensation step plans in place throughout the state have built in increases for performance which would utilize amounts up to that 5%, so any equipment, materials, training, operational supplies would require an election to fund.
- HB1692 provides for no defunding unless it is commensurate with all defunding. This means that in places where the tax base declines commensurate cuts to all municipal functions would require be required, eliminating a community ability to prioritize its own needs.
- The Governor has a proposal that says if you defund public safety, the State would

withhold sales tax from cities. TML attorneys have already stated that this unconstitutional. This would be challenged and likely overturned as such.
To be clear, the city is not opposing or supporting any of the issues noted that are being used as a justification for the legislative action, we would be opposing the methodology being proposed which restricts the city's ability to make its own decisions with regard to budgets of the department we manage.

Recommendation: Oppose

8. Sales tax for internet sales shifting the recipient of the tax to destination of delivery. There are winners and loses in this one. There will be legislation on both sides of this issue. TML is neutral on this issue, but will present both sides. Anna would be a winner if the sales tax is assigned to the destination, since there are more people spending outside of Anna, purchasing on line where we do not that revenue now.

Recommendation: Varies throughout the State dependent upon retail structure in place; Anna should support as our population is spending money outside of our boundaries and this change would result in additional sales tax.

9. There is a move to repeal HB2439 by cities, but not likely to happen. TML is trying to work with builder's associations and cities. TML needs examples to support the argument. We will provide our objections and arguments for the effort. As an example, currently our neighborhood design standards are unenforceable without providing financial incentives to developers and builders at the expense of our taxpayers. HB2439 is bad for achieving quality development without taxpayer financial support.

Recommendation: Support

10. HB1538 (and 3 others) This movement will be to allow for issuance of recurring debt to not require vote when the history has shown repeated overwhelming support of initiatives. We are seeking more information on this item but generally we would support items that reduce financial impacts and empower home rule authority.

Recommendation: Support

Staff seeks general feedback from Council and will bring back a resolution(s) at the appropriate time to issue support, opposition and documentation in support of the TML actions. The Council as whole can take a position which differs from these recommendations.

General information: TML will continue to work with the City Manager on legislative policy going forward.

FINANCIAL IMPACT:
None at this time.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 2: Anna – Great Place to Live

Goal 2: Anna – Great Place to Live

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:
No formal action is required at this time; staff seeks general direction and any input on the Council these issues for future consideration.

ATTACHMENTS:

APPROVALS:
Jim Proce, City Manager Created/Initiated - 2/19/2021

THE CITY OF Anna

Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 2/23/2021
Staff Contact: Ryan Henderson

AGENDA ITEM:
Process for Communications from Advisory Boards

SUMMARY:
Two weeks ago, at the last City Commission meeting, the City heard from many neighbors expressing concerns regarding the content of a communication from one of the City's advisory boards. After hearing the concerns of our neighbors, the City of Anna has established a process-based solution to properly vet and authorize communications that come from the advisory boards and serving on behalf of the City Council.

The process will be as follows: all newsletters and updates from our advisory boards that are intended to share progress on the activities of the boards for our neighbors, will be reviewed by all members of the participating advisory board. This will assure that the communication that goes out is a unified and productive message from the board as a whole. In addition, the Mayor, Mayor Pro-Tem, and Deputy Mayor Pro-Tem will be provided the communication for final sign-off before its City-wide distribution. Staff will provide a third review prior if it is to be posted on the City's webpage and specifically on the board's dedicated page.

This three-layered approach to review all advisory board communications, whether in the form of a newsletter or message, will promote a unified and consistent message for our community. This process-based solution will resolve any content-based issues.

FINANCIAL IMPACT:
There is no fiscal impact.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Ryan Henderson, Assistant City Manager	Created/Initiated - 2/19/2021
Jim Proce, City Manager	Final Approval - 2/19/2021

THE CITY OF Anna

Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 2/23/2021
Staff Contact: Jim Proce

AGENDA ITEM:
DEEP FREEZE UPDATE

SUMMARY:
Staff will update Council and neighbors on the status of the DEEP FREEZE weather event. Presentations from Public Works, Police, Fire, and City Manager's Office will be provided identifying recovery plans, recognition of efforts, and related discussions.

FINANCIAL IMPACT:
No action required at this time.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Sustainable Anna Community Through Planned Managed Growth

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:
Presentation for information only.

ATTACHMENTS:

APPROVALS:
Jim Proce, City Manager Created/Initiated - 2/19/2021

THE CITY OF Anna

Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 2/23/2021
Staff Contact: Dean Habel

AGENDA ITEM:
Approve Police department report on 2020 racial profiling data that will be submitted to the Texas Commission on Law Enforcement (TCOLE). (Police Chief Dean Habel)

SUMMARY:
Police department report on 2020 racial profiling data that will be submitted to the Texas Commission on Law Enforcement (TCOLE). Included is an analysis of departmental data, policies, and training conducted by Justice Research Consultants.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:

STAFF RECOMMENDATION:

ATTACHMENTS:
1. 2020 Racial Profiling Report
2. 2020 Racial Profiling Report Power Point

APPROVALS:
Dean Habel, Police Chief — Created/Initiated - 2/19/2021
Jim Proce, City Manager — Final Approval - 2/19/2021

ANNA POLICE DEPARTMENT

2020
RACIAL PROFILING
ANALYSIS

STATUTORY REQUIREMENTS

Articles 2.132-2.134 of the Texas Code of Criminal Procedure (CCP) require the annual reporting of data collected on motor vehicle stops in which a citation or warning were issued and/or arrests were made as a result of the stop. The statute also directs that an agency should conduct a comparative analysis of the data compiled. The information gathered is required to be submitted annually to the Texas Commission on Law Enforcement (TCOLE).

THIRD PARTY ANALYSIS

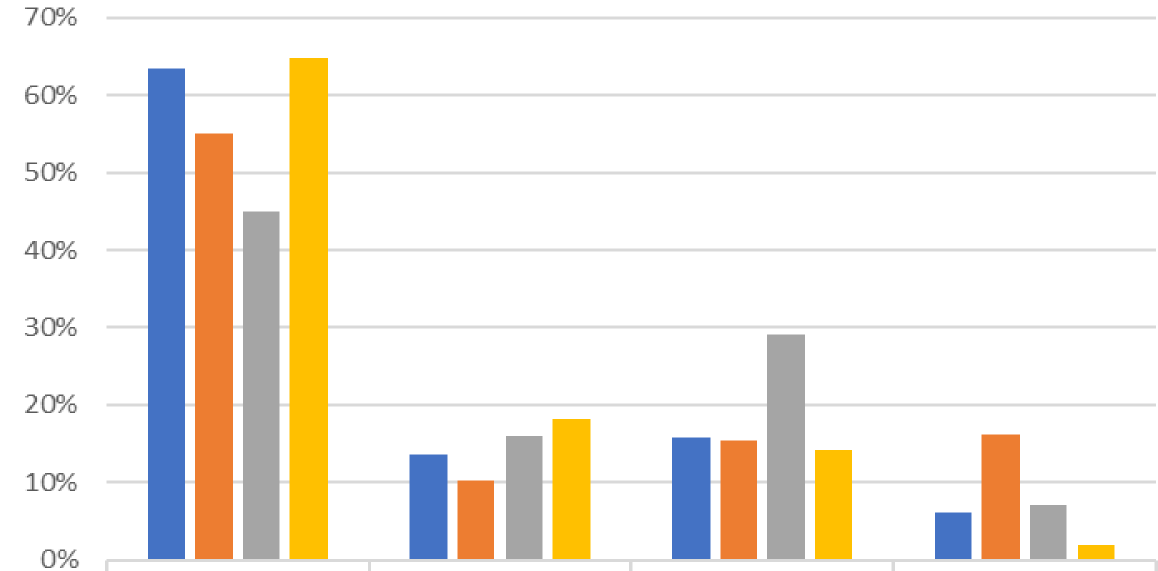
The City contracted with Justice Research Consultants to conduct a comprehensive analysis of:

- Policies and procedures
- Statistical traffic stop data
- Departmental training
- Complaint process and public education
- Reporting
- Legal compliance

FINDINGS

Justice Research Consultants found that the Anna Police Department is in full statutory compliance with CCP 2.132-2.134 regarding all policies, data collection/analysis, training, reporting, and public education on the complaint filing process

TRAFFIC STOP DATA AND DEMOGRAPHICS



	White	Black	Hispanic	Asian
% City Population	63.30%	13.70%	15.80%	6.00%
% County Population	55.00%	10.30%	15.50%	16.20%
% Region Population	45.00%	16.00%	29.00%	7.00%
% of Total Stops	64.84%	18.24%	14.20%	2.02%

RACIAL PROFILING REPORT

- The full report is attached to this agenda item
- Findings will be shared with the Diversity & Inclusion Board and Law Enforcement Sub-committee
- A link to the report will be made available on the police department’s website
- Statistical data will be forwarded to TCOLE as is required by law

ANNA POLICE DEPARTMENT

2020
RACIAL PROFILING ANALYSIS

STATUTORY REQUIREMENTS

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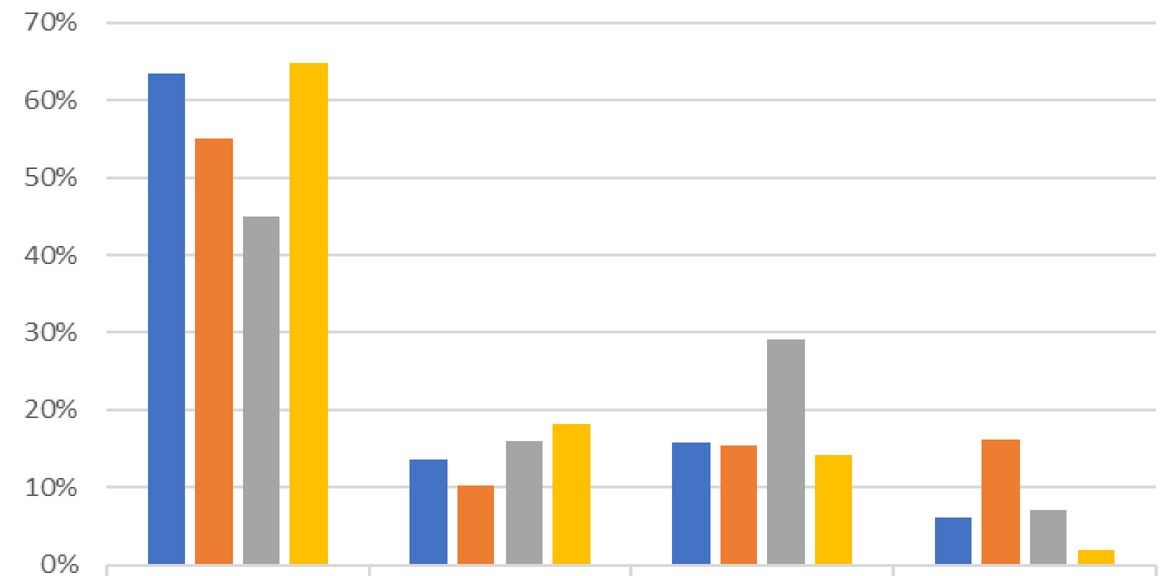

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THE CITY OF Anna

Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 2/23/2021
Staff Contact:

AGENDA ITEM:
Review minutes of the January 7, 2021 Joint Community Development Corporation Board and Economic Development Corporation Board Meeting. (Director of Economic Development Joey Grisham)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:

STAFF RECOMMENDATION:

ATTACHMENTS:
1. January 7, 2021 CDC EDC Joint Meeting Minutes - signed

APPROVALS:

Taylor Lough, Economic Development Administrator	Created/Initiated - 2/18/2021
Jim Proce, City Manager	Final Approval - 2/19/2021

Officers:
Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:
Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

THE CITY OF Anna CDC THE CITY OF Anna EDC

Anna Community Development Corporation and Anna Economic Development Corporation Regular Meeting Minutes

Thursday, January 7, 2021 at 6:00 pm
Anna City Hall, Council Chambers
111 N. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a regular meeting at 6:00 p.m. on Thursday, January 7, 2021. Some members of Anna Community Development Corporation and the Economic Development Corporation participated in this meeting remotely in compliance with the Texas Open Meetings Act as suspended or modified under the pending Declaration of Disaster and associated executive orders and proclamations of the Governor of Texas.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: https://www.annatexas.gov/962/AgendasMinutes

CDC and EDC Board Members Present: Anthony Richardson, Doris Pierce, Stan Carver, Michelle Hawkins, Rocio Gonzalez, and Bruce Norwood **CDC and EDC Board Members Participating Remotely:** Shane Williams **CDC and EDC Board Members Absent:** None **Others Present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager) **Others Participating Remotely:** Kevin Johnson (IT Manager)

1. **Call to Order. Roll Call and Establishment of Quorum.**
   The meeting was called to order by Anthony Richardson, Board President, at 6:01 p.m.

2. **Invocation and Pledge.**
   Invocation was given by Stan Carver. Pledge of Allegiance was led by Stan Carver.

3. **Citizen Comments.**
   Gina Maria Ottavio is attending meetings to represent the Diversity and Inclusion Advisory Commission as a liaison.

4. **Consider/Discuss/Act on approving minutes from the December 3, 2020 CDC Special Called Meeting. (CDC)**

5. **Consider/Discuss/Act on approving minutes from the December 3, 2020 EDC Special Called Meeting. (EDC)**
Bruce Norwood made a motion to approve the minutes on behalf of the CDC and EDC for the December Joint CDC and EDC Meeting. Michelle Hawkins seconded the motion. All were in favor. Motion passed.

6. **Consider/Discuss/Act on approving CDC logo and tagline. (CDC)**
Joey Grisham reminded the Board that staff has been working with Cooksey Communications on a marketing plan as well as updating the CDC logo and creating a tagline. For copyright and other legal purposes, he recommended that the Board approve the logo and tagline. The "Groundbreaking Possibilities" tagline was selected for both the CDC and EDC.

Stan Carver made a motion on behalf of the CDC to approve a resolution adopting a logo set with blue color scheme and "Groundbreaking Possibilities" text. Anthony Richardson seconded the motion. All were in favor. Motion passed.

7. **Consider/Discuss/Act on approving EDC logo and tagline. (EDC)**
Joey Grisham explained the EDC logo has two color options – green and blue – to choose based on the publication or use of the logo. The EDC logo is used more often in advertisements and Economic Development Department work because it is recognized more than the CDC.

Stan Carver would like to see the logo adapted and customized for the use, including other departments and Chamber of Commerce

Doris Pierce made a motion on behalf of the EDC to approve a resolution adopting a logo set with blue color scheme and "Groundbreaking Possibilities" text. Bruce Norwood seconded the motion. All were in favor. Motion passed.

8. **Consider/Discuss/Act on approving a resolution authorizing an agreement and expenditure of funds to provide commercial real estate listing data. (CDC)**
Joey Grisham explained that the company providing real estate listing data, Real Massive, went out of business. After doing research on other options, staff recommends a contract with REsimplifi out of South Carolina.

Anthony Richardson made a motion on behalf of the CDC to adopt a resolution approving a contract with REsimplifi not to exceed $4,800, subject to legal approval of final form. Shane Williams seconded the motion. All were in favor. Motion passed.

10. **CLOSED SESSION (exceptions):**
    A. Deliberate regarding the purchase, exchange, lease or value of real property. **(Tex. Gov't Code §551.072)** possible property acquisition; possible land sale/purchase; Anna Business Park.
    B. **Consult with legal counsel** on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (**Tex. Gov't Code §551.071**); Grant program; Lease Agreement and promotional contract.

Officers:
Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:
Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

C. **Discuss or deliberate Economic Development Negotiations**:
(1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
(2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). **(Tex. Gov't Code §551.087)** Anna Business Park Property; potential retail and medical projects.

Anthony Richardson made a motion to enter closed session. Doris Pierce seconded the motion. All were in favor. Motion passed. The CDC moved into closed session at 6:50 p.m.

11. Reconvene into open session and take any action on closed session items.
Rocio Gonzalez made a motion to reconvene into open session. Anthony Richardson seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:17 p.m.

12. Receive reports from staff or Board Members about items of community interest.
Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

Joey Grisham announced that Stan Carver was elected to the City Council. The City Council will appoint a new member to the CDC and EDC Boards in late January.

Tuesday evening will be the joint meeting for the Comprehensive Plan at Rattan Elementary.

The Chamber of Commerce is resuming their in-person meetings in the mornings at the West Crossing amenity center.

13. Adjourn.
Stan Carver made a motion to adjourn the meeting at 7:20 pm. Shane Williams seconded the motion. All were in favor. Motion passed.

APPROVED:

Anthony Richardson
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC

Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 2/23/2021
Staff Contact: Alan Guard

AGENDA ITEM:
Approve a Resolution approving a one-year extension of the primary depository bank services contract with Independent Bank. (Finance Director Alan Guard)

SUMMARY:
Approve a Resolution approving a one-year extension of the primary depository bank services contract with Independent Bank.

In 2018, the City of Anna solicited Requests for Proposals for primary depository banking services in accordance with Chapter 105 (the "Depositories for Municipal Funds" Act) of the Texas Local Government Code. The City Council approved Resolution 2018-03-421 on March 27, 2018 awarding the contract to Independent Bank.

The contract was for an initial period of two years. It also allows for three one-year extensions of the agreement. Staff has been satisfied with the services provided by Independent Bank and recommends the City exercise the second of the three possible extensions.

FINANCIAL IMPACT:
NA

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
High Performing, Professional City.

STAFF RECOMMENDATION:
Approve the Resolution approving the one-year extension.

ATTACHMENTS:
1. Anna Council Resolution for Bank Award 2021 02 23
2. Extension Letter with Independent Bank
3. Res 2018-03-421 Primary Depository Services Contract to Independent Bank

APPROVALS:

Alan Guard,	Created/Initiated - 2/18/2021
Jim Proce, City Manager	Final Approval - 2/19/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. 2021-__-__

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A ONE-YEAR EXTENSION OF THE PRIMARY DEPOSITORY BANK SERVICES CONTRACT TO INDEPENDENT BANK.

WHEREAS, the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act established the process for selecting a depository bank; and,

WHEREAS, resolution 2013-02-06 of the City of Anna (City) authorized applications to be received from financial institutions located outside the City; and,

WHEREAS, the City Council approved resolution 2018-03-421 awarding a contract for primary depository bank services with Independent Bank; and,

WHEREAS, the contract allows for three one-year extensions.

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

Section 1. Recitals Incorporated

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. Approval and Authorization of Contract

The City Council hereby approves a one-year extension, subject to approval as to form by the City Attorney, for Primary Depository Bank Services with Independent Bank.

PASSED by the City Council of the City of Anna, Texas, on this 23th day of February, 2021.

ATTEST: **APPROVED:**

______________________________ ________________

CARRIE L. LAND, CITY SECRETARY **NATE PIKE, MAYOR**

City of Anna
111 North Powell Parkway
Anna, TX 75409
972-924-3325
www.annatexas.gov

THE CITY OF Anna

February 10, 2021

Mr. Johnny Bratcher
Executive Vice President and Regional President
Independent Financial
P. O. Box 592
Farmersville, Texas 75442

RE: City of Anna, Texas - Depository Bank Services Contract Extension

Dear Mr. Bratcher:

The expiration of the first of three (3) one-year terms of the Depository Bank Services Agreement is May 31, 2021. The City is opting to exercise the second of the three (3) one-year contract extension options provided for in the Agreement to extend the term through May 31, 2022 under the same terms and conditions.

To confirm the Bank's acceptance of this contract extension, please complete the section below and return a copy of this letter to me.

We have appreciated our business relationship with you and the Bank and look forward to the extended term.

Should you have any questions or need additional information or explanation, please contact me at 972.924.3325.

Sincerely,

Alan Guard

Alan Guard
Finance Director

INDEPENDENT FINANCIAL

ACCEPTED BY: ______________________ **DATE:** 02/10/2021

PRINTED NAME: Noah Elrod **TITLE:** VP-Senior Public Fund Officer

DEPOSITORY BANK SERVICES AGREEMENT

THIS DEPOSITORY BANK SERVICES AGREEMENT hereinafter called the "Agreement", is made and entered into on the date last herein written by and between the City of Anna, Texas, hereinafter called the "City", and Independent Bank a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository**. The City, through action of the City Council, on March 27, 2018, hereby designates Bank as a primary depository bank for the period beginning June 1, 2018, and **continuing** through May 31, 2020, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General.** All services rendered to City by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank's standard operations, policies, and procedures.

3. **Scope of Services.** Bank agrees to provide those services as described in the City of Anna, Texas Request for Application for Depository Bank Services released on November 30, 2017 hereinafter referred to as the "RFA". The RFA and Bank's response to the RFA, hereinafter referred to as the "Application", are incorporated herein by reference. Bank acknowledges that all services performed by Bank are subject to the approval of City.

4. **City Representatives**. During the term of this Agreement, City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian**. City and Bank, by execution of this Agreement, hereby designate Federal Home Loan Bank as custodian, hereinafter called "Custodian", to hold in trust, according to the terms and conditions of this Agreement, the collateral described and pledged by Bank in accordance with the provisions of this Agreement.

6. **Custodian Fees**. Any and all fees associated with Custodian's holding of collateral for the benefit of City will be paid by Bank and City will have no liability therefore.

7. **Entire Agreement**. The entire agreement between Bank and City shall consist of this Agreement, City's RFA (except to the extent Bank took specific exceptions in the Bank's Application), Bank's Application, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the "Banking Agreements"), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization**. All funds on deposit with Bank to the credit of City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code

as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), City's Investment Policy, and Bank's Application.

If marketable securities are pledged, the total market value of the securities securing such deposits will be in an amount at least equal to the minimum required amount as per City's Investment Policy. The market value of any pledged securities (collateral) will be obtained from non-Bank-affiliated sources. Bank will monitor and maintain the required collateral margins and levels at all times.

Bank has heretofore, or will immediately hereafter, deliver to Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Bank. Custodian will accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Custodian in trust so long as deposits of City remain with Bank. Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, City may authorize the withdrawal of a specified amount of collateral, and Custodian shall deliver this amount of collateral (and no more) to Bank.

If surety bonds or letters of credit are utilized, City shall agree as to the issuer and form of contract prior to the pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per City's Investment Policy. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after City anticipates withdrawing the secured deposit.

9. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

10. **Compensation**. City and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

11. **Consideration**. The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

12. **Counterparts.** The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

13. **Authority to Execute**. The individuals executing the Banking Agreements 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 the Banking Agreements 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 the Banking Agreements in order for the same to be authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

14. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Collin County will be the venue for any lawsuit arising out of this Agreement.

15. **Notices**. Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Mr. Johnny Bratcher, Executive Vice President
Independent Bank
223 McKinney Street
Farmersville, Texas 75442

City: Ms. Dana Thornhill, Finance Director
City of Anna
111 North Powell Parkway
Anna, Texas 75409

Changes to notice information may be made by either party with written notification to the other party.

16. **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

17. **Binding Commitment**. Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

18. **Continuation**. Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through May 31, 2020 subject to execution of the extension options if applicable.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF ANNA, TEXAS	INDEPENDENT BANK
By: Bill Shipp	By: Amy A Feagin
Name: Bill Shipp	Name: Amy A Feagin
Title: Interim City Manager	Title: EVP/Treasurer
Date: 3/29/2018	Date: 4/5/2018
ATTEST:	ATTEST
By: Carrie L. Smith	By:
Name: Carrie L. Smith	Name: [illegible]
Title: City Secretary	Title: AVP

THE CITY OF Anna

Item No. 5.d.

City Council Agenda
Staff Report

Meeting Date: 2/23/2021
Staff Contact: Ray Isom

AGENDA ITEM:
Approve a Resolution approving a Medical Director Services Agreement with Questcare Medical Services, PLLC in support of EMS services (Fire Chief Ray Isom).

SUMMARY:
Questcare Medical Services is the fire department's preferred medical control provider for ambulance transport purposes. This contract is a required step in the process of placing Anna Fire Department's new ambulance into service. A Medical Control physician must be in place before hospital transports can be conducted. This establishes the required services and also enables further EMS operations and expansion within the fire department.

On 6/23/2020, the Anna City Council approved the purchase of a transport ambulance utilizing CARES ACT funding. Up-fitting and medical equipment costs for this vehicle required an additional $95,000 which was also approved by the City Council. These items included a patient stretcher, LifePak 15 resuscitation unit, communications equipment, Lucas CPR device, and other related EMS items. The fire department is currently working on licensing the ambulance with the State of Texas. The related billing agreement was approved at the previous Council meeting.

This proposal is in alignment with the fire department's internal Strategic Plan and apparatus matrix which defines our services and needs through FY 2040. It will also move the department closer to its ultimate goal of fire-based EMS transport.

FINANCIAL IMPACT:
$24,000 for 12 months (3/1/2021 - 2/28/2022)

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

1. Medical Control Resolution for EMS_2-2021
2. 126066- QMS Anna EMS Medical Direction Contract (Pearlman).docx

APPROVALS:

Clark McCoy, City Attorney	Created/Initiated - 2/18/2021
Jim Proce, City Manager	Final Approval - 2/19/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. ___________________

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING A MEDICAL DIRECTOR SERVICES AGREEMENT WITH QUESTCARE MEDICAL SERVICES, PLLC IN SUPPORT OF EMS SERVICES.

WHEREAS, the City Council of the City of Anna, Texas ("City Council") finds that the City of Anna Fire Chief – in furtherance of the Fire Department's purpose of preserving and protecting the public health and safety of the City's residents – has, after extensive research, recommended that the City enter an agreement with Questcare Medical Services PLLC; and,

WHEREAS, the City of Anna, Texas (the "City") approved the purchase of a transport ambulance at the meeting held on 6/23/2020; and,

WHEREAS, the City's Financial Policy adopted on September 28, 2010 by Ordinance No. 511-2010 requires that all purchases exceeding $50,000 must be purchased under formal competitive sealed bidding rules or as otherwise permitted by the Texas Local Government Code under Chapters 252 and 271; and

WHEREAS, Section 252.022(a)(2) of the Texas Local Government Code exempts from competitive bidding a procurement necessary to preserve or protect the public health or safety of the municipality's residents; and

WHEREAS, the City's Fire Chief has advised the Council and the Council has found and determined that the purchase of the ambulance to include all related equipment and necessary billing services is necessary and essential to preserve the public health or safety of the City's residents; and

WHEREAS, the City Attorney has advised that based on these findings competitive bidding is not required for the purchase of firefighting equipment as it falls under the exemption in Section 252.022(a)(2) of the Texas Local Government Code; and

WHEREAS, the purpose of Title 22, Chapter 197 of the Texas Administrative Code the ("Regulations") is to facilitate the most appropriate utilization of the skills of physicians who delegate health care tasks to qualified emergency medical services personnel and to enhance the ability of EMS systems to assure adequate medical direction of all advanced prehospital providers and many basic level providers, as well as compliance by personnel and facilities with minimum criteria to implement medical direction of prehospital services; and

WHEREAS, the Regulations mandate that all emergency medical services providers that provide Advanced Life Support have an on-line or off-line physician medical director; and

WHEREAS, the Regulations mandate that the medical director shall be: (i) a physician licensed to practice in Texas and registered as an EMS Medical Director with the Texas Department of State Health Services; (ii) familiar with the design and operations of EMS systems; (iii) experienced in pre-hospital emergency care and emergency management of ill or injured patients; and (iv) actively involved in/or knowledgeable about:

(a) the training and/or continuing education of EMS personnel, under the Medical Director's direct supervision, at their respective levels of certification;
(b) the medical audit, review, and critique of the performance of EMS personnel under his or her direct supervision;
(c) the administrative and legislative environments affecting regional and/or state pre-hospital EMS organizations;
(d) local multi-casualty plans;
(e) dispatch and communications operations of pre-hospital emergency units; and
(f) laws and regulations affecting local, regional, and state EMS operations; and

WHEREAS, EMS Service and Provider desire to enter into this Agreement, whereby Provider will provide EMS services with a physician licensed in the State of Texas and registered as an EMS Medical Director with the Texas Department of State Health Services (the "Medical Director" and an Associate Medical Director, both listed in Schedule I attached hereto, which may be amended from time to time); and

WHEREAS, EMS Service and Provider have determined that it is in their mutual best interests to enter into this Agreement;

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

Section 1. Recitals Incorporated.

The recitals above are incorporated herein as if set forth in full for all purposes.

Section 2. Authorization of Contract Award.

The City Council hereby authorizes the City Manager to execute on its behalf, subject to legal review and approval by the City Attorney, a service agreement with Questcare Medical Services PLLC for the purpose of medical direction and control.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 23rd day of February 2021.

ATTEST: APPROVED:

____________________________ ____________________________

City Secretary Carrie L. Land Mayor Nate Pike

MEDICAL DIRECTOR SERVICES AGREEMENT

This Medical Director Services Agreement (this "Agreement") is entered into by and between Questcare Medical Services, PLLC (the "Provider"), a professional limited liability company organized and authorized to conduct business in the state of Texas and City of Anna, Texas ("EMS Service"). This Agreement is entered into and effective March 1st, 2021, the "Effective Date"). Provider and EMS Service are each a "Party" and collectively, are the "Parties."

RECITALS:

WHEREAS, the purpose of Title 22, Chapter 197 of the Texas Administrative Code the ("Regulations") is to facilitate the most appropriate utilization of the skills of physicians who delegate health care tasks to qualified emergency medical services personnel and to enhance the ability of EMS systems to assure adequate medical direction of all advanced prehospital providers and many basic level providers, as well as compliance by personnel and facilities with minimum criteria to implement medical direction of prehospital services; and

WHEREAS, the Regulations mandate that all emergency medical services providers that provide Advanced Life Support have an on-line or off-line physician medical director; and

WHEREAS, the Regulations mandate that the medical director shall be: (i) a physician licensed to practice in Texas and registered as an EMS Medical Director with the Texas Department of State Health Services; (ii) familiar with the design and operations of EMS systems; (iii) experienced in pre-hospital emergency care and emergency management of ill or injured patients; and (iv) actively involved in/or knowledgeable about:

(a) the training and/or continuing education of EMS personnel, under the Medical Director's direct supervision, at their respective levels of certification;
(b) the medical audit, review, and critique of the performance of EMS personnel under his or her direct supervision;
(c) the administrative and legislative environments affecting regional and/or state pre-hospital EMS organizations;
(d) local multi-casualty plans;
(e) dispatch and communications operations of pre-hospital emergency units; and
(f) laws and regulations affecting local, regional, and state EMS operations; and

WHEREAS, EMS Service and Provider desire to enter into this Agreement, whereby Provider will provide EMS services with a physician licensed in the State of Texas and registered as an EMS Medical Director with the Texas Department of State Health Services (the "Medical Director" and an Associate Medical Director, both listed in **Schedule I** attached hereto, which may be amended from time to time); and

WHEREAS, EMS Service and Provider have determined that it is in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

SECTION I

ENGAGEMENT; TERM OF AGREEMENT

Section 1.01. **EMS Service** ***Engages Provider.*** EMS Service hereby agrees to engage Provider (and Provider consents so to be engaged) as its sole and exclusive provider of a Medical Director for the Medical Director services described in Section IV (the "Services") herein during the Term (as such term is hereinafter defined).

Section 1.02. EMS Service ***Agrees to Pay Provider Compensation for Services as set out in Section III.*** In consideration for Provider's agreement to be engaged by EMS Service and in further consideration of the considerable time, expense and effort undertaken by Provider to provide the Services, EMS Service agrees to (a) pay Provider pursuant to the provisions of Section III, and (b) provide the minimum notices for termination as set forth in Section II.

Section 1.03. ***Initial Term and Extensions.*** The Initial Term of this Agreement is for a period of twelve (12) months commencing **March 1st, 2021** and expiring **February 28th, 2022** provided either party may terminate this Agreement pursuant to Section II of this Agreement (the "Initial Term"). Upon completion of the Initial Term, this Agreement shall become renewable annually and in full force until the parties to this Agreement terminate the relationship via guidelines set forth in Section II of this Agreement.

SECTION II

TERMINATION

Section 2.01. ***Termination without Cause.*** During the initial one hundred and twenty (120) days of the Initial Term, either party may, without cause, terminate this agreement with thirty (30) days advance written notice to the other party. Thereafter, this Agreement may be terminated by either party, without cause, upon sixty (60) days advance, written notice to the other party.

Section 2.02. ***Termination with Cause.*** Either party may terminate this Agreement with cause if the other party is in "material default" under the terms and conditions of this Agreement and the default is not cured within fifteen (15) days of receipt of written notice specifying the material default. For purposes of this contract, a "material default" shall mean: (a) in the case of EMS Service, the failure to remit compensation to Provider as and when required under this Agreement; or, (b) in the case of Provider, the substantial failure of providing the Services as described pursuant to Section IV.

Section 2.03. ***Method and Delivery of Written Notice.*** All notices permitted or required under this Agreement shall be made by personal delivery or via U.S. certified mail, postage prepaid to the other party at their address set out on the signature page hereto (the Parties may change their respective address for delivery of notices under this Agreement by providing written notice of the change to the other Party in accordance with this paragraph).

SECTION III

COMPENSATION FOR SERVICES

Section 3.01. EMS Service agrees to pay Provider an annual retainer of Twenty-Four Thousand Dollars (**$24,000.00**), payable in twelve (12) equal payments of Two Thousand Dollars (**$2,000**) on the first ($1^{st}$) day of each month in consideration for the Services, which the Parties estimate to require approximately 160 hours of service per year. If this Agreement is terminated for any reason, Provider shall only be entitled to a prorated portion of said retainer in proportion to the number of days during the then current 12-month term before such termination.

SECTION IV

MEDICAL DIRECTOR SERVICES

Section 4.01. ***Services***.

The Medical Director (and Associate Medical Director in the event of Medical Director's absence) shall implement and provide the following Services:

(a) establish and monitor compliance with EMS Service training guidelines which meet or exceed the minimum standards set forth in Texas Department of State Health Services EMS certification regulations;

(b) provide quarterly continuing education programs and participate in paramedic shadowing programs;

(c) continuously monitor EMS Service personnel's compliance with field performance guidelines through chart review, direct field observation, and participate in a monthly EMS Paramedic Advisory Committee meeting to include but not be limited to Continuous Quality Improvement, planning, and protocol evaluation. If such committee does not exist, assist in creating such a committee;

(d) function as the primary liaison between the EMS Service administration and the local medical community, ascertaining and being responsive to the needs of each;

(e) maintain all medical licensure and certifications in good order;

(f) review and approve the educational content of the EMS Service's curriculum for its employees to certify its ongoing appropriateness and medical accuracy,

(g) review and approve of the quality of medical instruction, supervision, and evaluation of the EMS Service's employees;

(h) commit to minimum of 8 hours of ride-alongs each month to evaluate the performance of field personnel review and approve of the progress of EMS Service's employees;

(i) assist in the assurance of the competence of EMS Service's employees in the cognitive, psychomotor, and affective domains;

(j) provide on-line direction that meets all the criteria outlined in the Texas Medical Board regulations governing EMS medical directors and be responsible for cooperative involvement with the EMS Service's director;

(k) assist in implementing adequate controls to assure the quality of the delegated responsibilities; and

(l) provide all other services required under applicable law or regulations.

SECTION V

APPOINTMENT OF MEDICAL DIRECTOR AND RELATIONSHIP OF THE PARTIES

Section 5.01. ***Appointment of the Medical Director.*** The parties intend that an independent contractor relationship and not an employer/employee relationship be created by this agreement. The EMS Service is interested only in the results to be achieved and the control of the Services shall lie solely with Provider including without limitation the means, methods, sequences, procedures, and manner of provision of the Services. The Medical Director is not considered to be an agent or employee of the EMS Service for any purpose, but rather is an appointed official whose capacity as an appointed Medical Director may be revoked by the EMS Service at any time. By approval of this agreement, the EMS Service confirms the appointment of the Medical Director. The Parties understand that the Medical Director appointed may be changed at any time by mutual, advance agreement of the Parties.

Section 5.02. ***Relationship of the Parties.*** It is understood that the Medical Director is in no way vicariously liable for the conduct of the EMS Service employees. It is also understood that the EMS Service is in no way vicariously liable for the conduct of the Medical Director. It is understood that Provider and Medical Director are free to contract for similar services to be formed for other services while under contract with the EMS Service.

SECTION VI

INSURANCE AND LIABILITY

Section 6.01. ***Insurance and Liability.*** Provider shall provide Medical Director malpractice insurance coverage applicable to the provision of Services under this Agreement of $1,000,000.00 per occurrence / $ 3,000,000.00 in the aggregate. Such insurance shall expressly cover the activities of the Medical Director in the role as Medical Director.

SECTION VII

MISCELLANEOUS

Section 7.01. ***Amendment or Modification***. This Agreement may be amended or modified from time to time only by written instrument signed by both Parties.

Section 7.02. ***Section Headings.*** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

Section 7.03. ***Severability.*** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement and the illegal or invalid provision shall be enforced to the maximum extent possible to still be legal and valid.

Section 7.04. ***Governing Law and Venue.*** **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS OPERATING AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.** If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other parties or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. EMS Service understands and agrees that Provider and/or Medical Director will be performing this contract in Anna, Texas. The venue for any disputes or causes of actions that may arise out of this Agreement is a court of competent jurisdiction in Collin County.

Section 7.05. ***Counterparts***. This Agreement may be executed in any number of counterparts with the same effect as if the Parties had all signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 7.06. ***Successors and Assigns.*** Each and every covenant, term, provision, and agreement herein contained shall be binding upon each of the Parties and their respective heirs, legal representatives, successors, and assigns and shall inure to the benefit of each of the Parties.

Section 7.07. ***Construction, Sections, Exhibits, Etc.*** Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. Each reference to a "Section" herein is, unless specifically indicated otherwise, a reference to a section of this Agreement. Each reference to a "Schedule" or "Exhibit" herein is, unless specifically indicated otherwise, a reference to a schedule or exhibit attached hereto, all of which are made a part hereof for all purposes.

Section 7.08. ***Entire Agreement***. This Agreement sets forth the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior arrangements and understandings, if any, related hereto.

Section 7.09. ***Confidentiality.*** The terms and conditions of this Agreement are confidential and neither Party shall release any of the terms hereof to any third party without the prior written consent of the other party, except to the extent necessary to comply with law, including public information requests, the valid order of a court of competent jurisdiction, or the valid order or requirement of a governmental agency.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

City of Anna, Texas

By:______________________________
Name:
Title:
Address:

Questcare Medical Services, PLLC

DocuSigned by:
By: ______________________________
Name: Matthew Bush
Title: Attorney-in-Fact
Address: Questcare Medical Services, PLLC
13737 Noel Road, Suite 1600
Dallas, TX 75240

With Copy to:

c/o Legal Department
Envision Physician Services
7700 W. Sunrise Blvd. Mailstop PL-6
Plantation, FL 33322

Schedule I

Medical Director

Eric Pearlman, MD, will serve as Medical Director

Adam Klaff, PAC will serve as the Associate Medical Director.

Item No. 5.e.

City Council Agenda
Staff Report

Meeting Date: 2/23/2021
Staff Contact:

AGENDA ITEM:
Approve Resolution Determining Cost of Authorized Improvements with Preliminary SAP and Setting Levy and Assessment Hearing Date for Sherley Tract Public Improvement District.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Clark McCoy, City Attorney	Created/Initiated - 2/19/2021
Jim Proce, City Manager	Final Approval - 2/19/2021

THE CITY OF Anna

Item No. 5.f.

City Council Agenda
Staff Report

Meeting Date: 2/23/2021
Staff Contact:

AGENDA ITEM:
Approve Resolution Setting Public Hearing to Create a TIRZ to encompass the Sherley Tract Public Improvement District PID property.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Clark McCoy, City Attorney	Created/Initiated - 2/19/2021
Jim Proce, City Manager	Final Approval - 2/19/2021