



NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN THAT THE ROCKWALL COUNTY COMMISSIONERS COURT WILL MEET IN A SPECIAL MEETING ON NOVEMBER 29, 2016, AT 9:00 A.M. AT THE ROCKWALL COUNTY HISTORIC COURTHOUSE, 3rd FLOOR, 101 EAST RUSK, CITY OF ROCKWALL, FOR THE PURPOSE OF CONSIDERING THE FOLLOWING:

AGENDA:

1. Discuss/Act on approving the Master Services Agreement with Public Safety Associates, LLC d/b/a The Polaris Group to provide services in connection with EMS Operations, and all related issues; (Sweet)
2. Discussion of the Rockwall County Open Space Plan, and related issues; (Magness)
3. **EXECUTIVE SESSION:** The Commissioners Court of Rockwall County reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Chapter 551, Open Meetings, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075 and 551.076, or to seek the advice of its attorney and/or other attorneys representing Rockwall County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with chapter 551 of the Texas Government Code or as otherwise may be permitted under chapter 551.
 - a) **Pending or Contemplated Litigation and Attorney-Client Information:** None
 - b) **Real Estate Matters:** Deliberation of the purchase of real property for the purpose of creating open space in Rockwall County
 - c) **Personnel Matters:** None
 - d) **Advice of Counsel:** None
 - e) **Security Related Matters:** None
 - f) **Contract Deliberations:** None
 - g) **Economic Development Prospects:** None
4. **RECONVENE IN OPEN SESSION:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Section 551.001, *et seq.*, the Commissioners Court will reconvene into Open Session to take any action necessary on matters discussed in Executive Session.
5. **COMMISSIONERS COURT REPORTS:**

Pursuant to Texas Government Code Section 551.0415, the County Judge and the County Commissioners may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming County events; (5) information community events; (6) announcements involving an imminent threat to public health and safety.
6. **ADJOURN**

NOTE: THE COMMISSIONERS COURT RESERVES THE RIGHT TO CONSIDER AND TAKE ACTION ON THE ABOVE AGENDA ITEMS IN ANY PARTICULAR ORDER. THE ROCKWALL COUNTY COMMISSIONERS COURT COMPLIES WITH A.D.A. REQUIREMENTS. IF YOU PLAN TO ATTEND THIS PUBLIC MEETING AND YOU HAVE A DISABILITY THAT REQUIRES SPECIAL ARRANGEMENTS AT THE MEETING, PLEASE CALL IN ADVANCE OF THE MEETING AT (972) 204-6000.

COMMISSIONERS COURT DISCUSS AGENDA REQUEST

NAME: Lisa Constant Wylie TITLE: County Auditor

REQUEST DATE: November 22, 2016 COURT DATE: November 29, 2016

REMARKS: Attached for your review and consideration is the Master Services Agreement with Public Safety Associates, LLC d/b/a The Polaris Group to provide services in connection with EMS Operations. Page 6 of the agreement states the scope of services which included but are not limited to drafting the RFP for ambulance services, assisting in the evaluation of proposals and contract negotiations. The County will share the expense as follows: County \$25,000, Fate \$3,575.43, Heath \$2,626.08, McLendon-Chisholm \$836.66, Royse City \$3,759.83, Mobile City \$74.45 and City of Rockwall \$14,127.55. Travel expenses and other expenses are extra (who pays those)?

SUGGESTED MOTION BY COURT: Move to approve the Master Services Agreement with Public Safety Associates, LLC d/b/a The Polaris Group to provide services in connection with EMS Operations.

ACTION TO BE TAKEN BY COURT: Discuss/Act on approving the Master Services Agreement with Public Safety Associates, LLC d/b/a The Polaris Group to provide services in connection with EMS Operations.

HAS THIS ITEM BEEN BEFORE THE COMMISSIONERS COURT PREVIOUSLY? No
IF SO, WHEN? N/A

COURT MEMBER REPRESENTATIVE: Judge Sweet

HAS THIS ITEM BEEN REVIEWED BY AUDITOR? Yes

HAS THIS ITEM RECEIVED LEGAL APPROVAL AS TO FORM? _____

IS AMOUNT INCLUDED IN BUDGET? _____

FISCAL IMPACT: _____

LINE ITEM: _____

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”) is entered into as of the ___ day of _____, _____ (the “Effective Date”) by and between **ROCKWALL COUNTY, TEXAS**, a political subdivision with a business address at _____ and **PUBLIC SAFETY ASSOCIATES, LLC d/b/a/ THE POLARIS GROUP** (“Contractor”), a North Carolina Limited Liability Company with a business address at 273 North Dogwood Trail, Southern Shores, NC 27949 (each, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, County wishes to retain Contractor to provide certain services (the “Services”) in connection with EMS Operations, and

WHEREAS, Contractor is willing to provide the Services in accordance with the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Scope of Services.** The Services to be provided by Contractor shall consist of the Services to be set forth on one or more work orders to be entered into by the Parties (the “Work Orders”) in substantially the form attached hereto as Addendum 1. Each Work Order shall be signed by both Parties and incorporated into and made part of this Agreement.
- 2. Obligations of County.** County shall provide such assistance as is reasonably necessary for Contractor to perform the Services, including the assistance set forth on the applicable Work Order.
- 3. Compensation.** County shall pay Contractor the fees set forth on the applicable Work Order. Unless a different payment schedule is indicated on the Work Order, on or before the fifteenth (15th) day of each month, Contractor shall provide a monthly invoice to County for the Services provided and approved expenses incurred. All expenses must be incurred in accordance with County’s expense reimbursement policies. County shall pay any undisputed amounts set forth in the invoice within thirty (30) days of receipt of the invoice.
- 4. Term and Termination.** This Agreement shall commence on the Effective Date and continue for a period of one year, unless extended by written agreement of the Parties or earlier terminated pursuant to the terms of this Agreement. The commencement and termination date of each Work Order shall be set forth in the applicable Work Order. Any Work Order can be terminated without cause by either Party upon thirty (30) days prior written notice to the other Party. Additionally, all outstanding Work Orders shall immediately terminate upon the termination of this Agreement. This Agreement may be terminated:
 - a. by either Party, upon written notice to the other Party, for a material breach of this Agreement; provided the aggrieved Party shall have first provided the defaulting Party with a

notice of such material breach and the defaulting Party shall have failed to cure such breach within thirty (30) days following receipt of written notice thereof from the aggrieved Party;

b. immediately by either Party if the other Party shall apply for or consent to the appointment of a receiver, trustee or liquidator of all or of a substantial portion of such Party's assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or answer seeking reorganization or arrangement with creditors, or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor, adjudicating either Party as bankrupt or insolvent, or approving a petition seeking reorganization of either Party or appointing a receiver, trustee or liquidator of all or of a substantial portion of either Party's assets, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days;

c. by either Party without cause upon sixty (60) days prior written notice to the other Party; or

d. by written mutual agreement of the Parties.

5. Effects of Termination. Upon early termination of a Work Order, County shall pay Contractor the compensation earned up to the date of the termination of the Work Order. Upon early termination of this Agreement, County shall pay Contractor the compensation earned by Contractor up to the date of termination. County's obligation to pay such fees shall survive the termination of this Agreement. Further, the Parties agree that the obligations contained in paragraphs 6 (Confidential Information), 7 (Publicity), 8 (Protected Health Information), 9 (Insurance), 11 (Indemnification), and 12.5 (Choice of Law, Dispute Resolution) shall survive the termination of this Agreement, as well as any other terms which by their intent or meaning are intended to so survive. No termination hereunder shall constitute a waiver of any rights or causes of action that either Party may have based upon events occurring prior to the termination date.

6. Confidential Information. During the course of performing this Agreement, Contractor may have access to and become familiar with confidential and/or trade secret information both proprietary and technical in nature concerning the business and affairs of County (the "Confidential Information"). The Parties acknowledge and agree that the unauthorized disclosure of any such Confidential Information by Contractor or any of its directors, officers, employees, agents or representatives during or after the term of this Agreement would cause irreparable injury to County. Contractor shall not, and shall not permit any of its directors, officers, employees, agents or representatives to, directly or indirectly, disclose any Confidential Information or allow any Confidential Information to be disclosed to any person or entity for any reason or purpose whatsoever without the express written consent of County. The confidentiality obligations hereunder shall not apply to Confidential Information which: (a) is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; (b) is in the possession of Contractor with the full right to disclose prior to its receipt from the County, as evidenced by written records; (c) is independently received by Contractor from a third Party who is not in breach of this Agreement or who is not under a confidentiality obligation with the County; or (d) is necessary to be disclosed pursuant to any binding order of a court or

governmental agency having competent jurisdiction or is required to be disclosed by any law, provided that Contractor shall give County written notice prior to such disclosure so County can take steps to prevent or limit such disclosure. Contractor agrees to limit access to Confidential Information to those of its respective directors, officers, employees, agents or representatives who have a need to know such information in order to perform this Agreement and who have been informed of and are obligated in writing to maintain the confidential nature of such Confidential Information as set forth herein.

7. Publicity. No Party to this Agreement may use the name, logos, symbols or trademarks of the other Party or any of its affiliates, employees, contractors or agents in connection with any press release, advertising, promotional literature, or any other publicity matters or for any other purpose without the prior written approval of such Party.

8. Protected Health Information. Contractor will comply with all laws and regulations, including the regulations of the Health Insurance Portability and Accountability Act (HIPAA), governing the privacy and security of health information. Contractor will treat all information regarding diagnosis, history or treatment that allows unique identification of an individual ("Protected Health Information"), as that term is defined by 45 CFR § 160.103, as Confidential Information. To the extent required by applicable law, the Parties will implement and maintain such privacy and security safeguards as are necessary to ensure that Protected Health Information is adequately protected from unauthorized access. In connection therewith, simultaneously with the execution of this Agreement, the Parties shall enter into a Business Associate Agreement substantially in the form of the agreement attached hereto as Addendum 8.

9. Insurance. Contractor represents and warrants that it possesses and will carry at its own expense commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Contractor will maintain such coverage for the duration of this Agreement and for two years thereafter.

10. Compliance with Laws and County Rules, Policies and Procedures. Each Party shall comply with all applicable laws, rules and regulations governing the provision of the Services and this Agreement. Additionally, Contractor shall comply with all County rules, policies and procedures in the provision of the Services.

11. Indemnification. Each Party shall indemnify the other for any claims, damages, liabilities, losses or expenses, including, without limitation, attorneys' fees, arising from or relating to the material breach of this agreement by the other Party or any act or omission of the other Party that constituted negligence, gross negligence, intentional misconduct, or a knowing violation of the law.

12. Miscellaneous.

12.1 Severability. If any one or more provisions of this Agreement shall to any extent be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected or impaired thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party.

12.3. Notice. Any notice or other communication required or permitted pursuant to this Agreement shall be in writing and shall be delivered personally; by certified, registered or express delivery, postage prepaid; or by facsimile or electronic mail followed by confirmation of receipt to the address set forth below, or to such other address as the addressee shall have furnished in writing to the other Party:

If to County: _____

Attn: _____

If to Contractor: David A. Shrader, President
The Polaris Group
273 North Dogwood Trail
Southern Shores, NC 27949

12.4 Entire Agreement. This instrument contains the entire agreement between the Parties with respect to the subject matter hereof and all prior negotiations and agreements with respect to that subject matter are void. This Agreement may not be amended or modified except in a writing signed by both Parties.

12.5 Choice of Law, Dispute Resolution. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas without regard to its choice of law principles. The Parties specifically waive any other venue or jurisdiction. Should either Party be required to engage legal counsel to enforce its rights hereunder, the prevailing Party in any such controversy or litigation shall be entitled to recovery of reasonable attorneys' fees and costs, whether incurred before trial, on appeal, or in bankruptcy, mediation or arbitration proceedings.

12.6 Counterparts. This Agreement may be executed in counterparts and all of such counterparts, when properly executed by the appropriate Parties, together shall serve as a fully executed document, binding upon the Parties.

12.7 Independent Contractor Status. Contractor shall be an independent contractor with regard to the County and the Services provided by Contractor. Nothing in this Agreement or in the course of dealing between the Parties shall be deemed to create between the Parties (including their respective directors, officers, employees, agents and representatives) a partnership, joint venture, association, employment relationship or any other relationship other than that of independent contractors with respect to each other.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth at the beginning of this Agreement.

ROCKWALL COUNTY, TEXAS

By: _____

Name: _____

Title: _____

PUBLIC SAFETY ASSOCIATES, LLC d/b/a/ THE POLARIS GROUP

By: _____

Name: David A. Shrader

Title: CEO _____

ADDENDUM 1

WORK ORDER NUMBER ONE

This Work Order Number one, dated _____, constitutes an Addendum to the Master Services Agreement (the “Agreement”) dated _____ by and between Rockwall County, Texas (“County”) and The Polaris Group (“Contractor”), and is incorporated into and subject to the terms and conditions of the Agreement. Contractor hereby agrees to provide the Services to County in accordance with the Agreement and this Work Order. Any capitalized terms used but not defined in this Work Order shall have the definitions ascribed to such terms in the Agreement.

A. Scope of Services:

- i. Submit data and information request.
- ii. Research and investigate contracting options.
- iii. Conduct onsite visits and interviews as required by County.
- iv. Submit report of findings and recommendations for system performance specifications.
- v. Complete draft of RFP.
- vi. Present and defend the RFP to stakeholders as required by County.
- vii. Assist in advertising the RFP throughout the EMS industry.
- viii. Facilitate a pre-proposal meeting with vendors.
- ix. Prepare and respond to questions about the process and the system.
- x. Assist in the evaluation of proposals received.
- xi. Assist in contract negotiations.
- xii. Assist in oversight of implementation and contractor performance.
- xiii. Develop specifications for Medical Direction and Control.
- xiv. Develop strategy for contracting for Medical Direction.

B. Obligations of County:

- i. Provide currently developed draft RFP.
- ii. Provide system data and information necessary to refine the RFP.
- iii. Arrange conference calls, video calls or site visit interviews as required.
- iv. Provide or arrange for meeting space for interviews, pre-proposal

C. Compensation:

County will pay consultant sixty thousand dollars (\$60,000) paid as equal monthly amounts for each month of this engagement. Payments will be made in advance or at the beginning of each month.

D. Term :

This Work Order shall commence on [INSERT START DATE] and shall continue for a period of twelve (12) months unless otherwise terminated as provided in the Agreement.

F. Additional Terms and Conditions:

For purposes of this Work Order, the following additional terms and conditions shall apply:

Actual expenses for pre-approved travel will be billed separately and in addition to the monthly retainer. The Polaris Group currently estimates that three trips for onsite work will be required. A budget estimate for Airfare, ground transportation, hotel, meals, etc. is two thousand dollars (\$2,000) per trip. Nevertheless only actual incurred expenses will be billed by Contractor and paid by County. Estimated travel expenses are six thousand dollars (\$6,000). Consultant will be available for additional onsite visits, if requested and approved by County.

IN WITNESS WHEREOF, the Parties have signed this Work Order as of the date set forth above (the effective date of this Work Order).

Public Safety Associates, LLC d/b/a The Polaris Group

Rockwall County, Texas

By: _____
Name: David A Shrader _____
Title: CEO _____

By: _____
Name: _____
Title: _____



Draft

SPECIAL MEETING REQUEST FORM

ALL **REQUESTS WITH SUPPORTING DOCUMENTATION** TO BE PLACED ON THE COURT AGENDA MUST BE RECEIVED BY THE COURT CHIEF ASSISTANT **NO LATER THAN 12:00 NOON ON THE TUESDAY PRECEDING A TUESDAY MEETING.** REGULAR COMMISSIONERS COURT MEETINGS ARE HELD ON THE SECOND AND FOURTH TUESDAYS OF THE MONTH. **PLEASE PROVIDE NINE COPIES OF DOCUMENTATION FOR THE COURT.**

DATE: November 29, 2016

SUBJECT: Open Space Plan

COMMISSIONERS COURT ACTION REQUESTED:

Discussion of the Rockwall County Open Space Plan, and related issues;

BACKGROUND INFORMATION:

N/A

SUBMITTED BY:

Commissioner Magness

PREPARED BY:

Felicia Morris

EXECUTIVE SESSION



EXECUTIVE SESSION: The Commissioners Court of Rockwall County reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Chapter 551, Open Meetings, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075 and 551.076, or to seek the advice of its attorney and/or other attorneys representing Rockwall County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with chapter 551 of the Texas Government Code or as otherwise may be permitted under chapter 551.

- a) **Pending or Contemplated Litigation and Attorney-Client Information:** None
- b) **Real Estate Matters:** Deliberation of the purchase of real property for the purpose of creating open space in Rockwall County
- c) **Personnel Matters:** None
- d) **Advice of Counsel:** None
- e) **Security Related Matters:** None
- f) **Contract Deliberations:** None
- g) **Economic Development Prospects:** None

RECONVENE IN OPEN SESSION: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Section 551.001, *et seq.*, the Commissioners Court will reconvene into Open Session to take any action necessary on matters discussed in Executive Session.

COMMISSIONERS COURT REPORTS:

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