

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY



97 JAN 22 AM 9 33

Barbara Middleton

BARBARA MIDDLETON
COUNTY CLERK POLK CO

**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 10**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, January 27, 1997 at 10 00 a.m. in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit:

SEE ATTACHED AGENDA

Dated Wednesday, January 22, 1997

Commissioners' Court of Polk County, Texas

By *John P. Thompson*
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on Wednesday, January 22, 1997, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, January 22, 1997

Barbara Middleton, County Clerk

By *Barbara Middleton*



COMMISSIONERS COURT

AGENDA

for: MONDAY - JANUARY 27, 1997 - 10:00 A.M.

CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
A. Sheriff's Department Personnel - Recognition & Commendations.
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, January 10, 1997

OLD BUSINESS

- 4 CONSIDER APPROVAL OF RESOLUTION AUTHORIZING ANNUAL WAIVER OF PAYMENT IN LIEU OF TAXES BY LIVINGSTON HOUSING AUTHORITY TO POLK COUNTY
- 5 CONSIDER OFFERS TO PURCHASE COUNTY TAX FORECLOSURE PROPERTIES, (Pct #2) Twin Harbor #5, Block 1, Lots 87-90

NEW BUSINESS

- 6 CONSIDER OFFERS TO PURCHASE COUNTY TAX FORECLOSURE PROPERTIES, (Pct. #1) Forester's Retreat #1, Lot 66
- 7 CONSIDER APPROVAL OF JUVENILE PROBATION PARTICIPATION IN "CHOICES" GRANT PROCESS - providing crime prevention education programs for children
- 8 CONSIDER RENEWAL OF CONTRACT WITH RURAL METRO AMBULANCE.
- 9 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID#96-23 "PURCHASE OF LAW ENFORCEMENT VEHICLES"

CONSENT AGENDA ITEMS

- 10 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 11 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

Next regularly scheduled meeting - February 10, 1997, 10 00 a m

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY TEXAS



97 JAN 24 AM 9 28

Barbara Middleton

BARBARA MIDDLETON
COUNTY CLERK POLK CO

ADDENDUM TO
NOTICE OF MEETING # 10

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR JANUARY 27, 1997 AT 10 00 A M

ADD,

- 12. CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO EMPLOYEE COMPENSATION DURING EMERGENCY CONDITIONS WHICH CAUSE OFFICIAL CLOSURES OF COUNTY OFFICES.
- 13. CONSIDER APPROVAL TO ADVERTISE FOR PURCHASE OF EMERGENCY MANAGEMENT VEHICLE.

EXECUTIVE SESSION

As authorized by the Texas open meetings act, as amended, Government Code, Chapter 551, Subchapter D, Section 551 074(a)(1)

- * *Deliberate the evaluation and employment of applicants for the position of Waste Management Administrator*

Posted on January 24, 1997

Commissioners' Court of Polk County, Texas

By *John P. Thompson*

John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on January 24, 1997 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated January 24, 1997

Barbara Middleton, County Clerk

By *Barbara Middleton*

STATE OF TEXAS }

DATE JANUARY 27, 1997

COUNTY OF POLK }

REGULAR CALLED MEETING
ALL PRESENT

BE IT REMEMBERED ON THIS THE 27th DAY OF JANUARY, 1997
THE HONORABLE COMMISSIONERS COURT MET IN REGULAR CALLED MEETING
WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT
JOHN P THOMPSON, COUNTY JUDGE, PRESIDING B E "SLIM" SPEIGHTS,
COMMISSIONER PCT#1, BOBBY SMITH, COMMISSIONER PCT#2, JAMES J "BUDDY"
PURVIS, PCT#2, R R "DICK" HUBERT, COMMISSIONER PCT#4, BARBARA
MIDDLETON, COUNTY CLERK, & KAREN REMMERT, COUNTY AUDITOR WHEN &
WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED

- 1 MEETING WAS CALLED TO ORDER BY JUDGE JOHN P THOMPSON AT
10 00 AM
PUBLIC COMMENTS
 - a COMMISSIONER BOBBY SMITH, PRESENTED A SAFETY AWARD TO JOHN
McDOWELL, EMERGENCY MANAGEMENT DEPT, FOR THE YEAR 1996

- 2 INFORMATIONAL REPORTS
 - a SHERIFF NELSON & JOHN McDOWELL, PRESENTED SHERIFF'S DEPARTMENT
PERSONNEL & MEMBER OF RURAL METRO AMBULANCE WITH CERTIFICATE
OF MERIT & SPECIAL COMMENDATIONS WHO RESPONDED TO THE MEDICAL
EMERGENCY OF A PRIVATE CITIZEN IN THE PARKING LOT OF THE LAW
ENFORCEMENT CENTER
JOHN McDOWELL, STANDING IN FOR DICK COOLEY (ABSENT-IN HOSPITAL)
PRESENTED AWARDS OF MERIT TO DAVID RAMSEY & ED WEBB
RURAL METRO AMBULANCE PRESENTED AWARDS TO DAVID RAMSEY & ED
WEBB
 - b JUDGE THOMPSON, MENTIONED THE ANNUAL COUNTY SURPLUS SALE, TO
BE HELD ON 4-12-97 REMINDING ALL DEPARTMENTS, TO START GETTING
ALL UNUSED ITEMS READY
 - c JOHN McDOWELL, PRESENTED SHERIFF NELSON, WITH AN AWARD FOR BEST
SAFETY OF ANY DEPARTMENT FOR THE YEAR - 1996
 - d COUNTY CLERK, BARBARA MIDDLETON, THANKED THE COURT FOR THE
OPPORTUNITY OF ATTENDING THE UNIVERSITY OF TEXAS LAW SEMINAR,
HELD IN AUSTIN, FOR THE COUNTY & DISTRICT'S ASSOCIATION OF TEXAS

- 3 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "BUDDY" PURVIS TO
APPROVE MINUTES FOR MEETING OF JANUARY 10, 1997
ALL VOTING YES

- 4 MOTIONED BY BOBBY SMITH, SECONDED BY R R "DICK" HUBERT TO APPROVE RESOLUTION AUTHORIZING ANNUAL WAIVER OF PAYMENT IN LIEU OF TAXES BY LIVINGSTON HOUSING AUTHORITY TO POLK COUNTY
ALL VOTING YES (SEE ATTACHED)
- 5 MOTIONED BY BOBBY SMITH, SECONDED BY B E "SLIM" SPEIGHTS, TO ACCEPT THE OFFER TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY IN PCT #2 TWIN HARBOR, SEC #5, BLOCK 1, LOTS 87 - 90
ALL VOTING YES
- 6 MOTIONED BY B E "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH, TO REJECT THE OFFER TO PURCHASE TAX FORECLOSURE PROPERTY (PCT#1) FORESTER'S RETREAT, SEC #1, LOT 66
ALL VOTING YES
- 7 MOTIONED BY BOBBY SMITH, SECONDED BY B E "SLIM" SPEIGHTS, APPROVAL OF JUVENILE PROBATION PARTICIPATION IN "CHOICES" GRANT PROCESS, PROVIDING CRIME PREVENTION EDUCATION PROGRAMS FOR CHILDREN
ALL VOTING YES (SEE ATTACHED)
- 8 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "BUDDY" PURVIS, TO APPROVE RENEWAL OF CONTRACT WITH RURAL METRO AMBULANCE
ALL VOTING YES (SEE ATTACHED)
- 9 BID #96-23
MOTIONED BY JAMES J "BUDDY" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE "PURCHASE OF LAW ENFORCEMENT VEHICLES", FROM FORD-MERCURY OF CONROE, 7-CARS, TOTAL PRICE \$ 134,810 00 (INCLUDING TRADE-IN'S), TO BE FUNDED BY 2-YEAR TIME WARRANT
ALL VOTING YES (SEE ATTACHED)

10 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "BUDDY" PURVIS TO APPROVE PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUM ALL VOTING YES

DATE	AMOUNT	CHECK NUMBERS
1-10-97	185,432 81	121075 - 121087
1-10-97	600 00	121088
1-16-97	9,682 46	121089 - 121102
1-17-97	62,574 52	121103 - 121153
1-17-97	173 14	9178 - 9179
1-22-97	13,500 00	121154
1-24-97	174,457 08	121155 - 121164
1-27-97	205,846 47	121165 - 121309

RECESS - REGULAR MEETING AT 10 34 AM

EXFCUTIVE SESSION - AT 10 35 AM

AS AUTHORIZED BY THE TEXAS OPEN MEETINGS ACT, AS AMENDED, GOVERNMENT CODE, CHAPTER 551, Subchapter D, Section 551 074 (a) (1) DELIBERATE THE EVALUATION & EMPLOYMENT OF APPLICANTS FOR THE POSITION OF WASTE MANAGEMENT ADMINISTRATOR

RE-CONVENED REGULAR COURT AT 11 20 AM

11 MOTIONED BY BOBBY SMITH, SECONDED BY B E "SLIM" SPEIGHTS TO APPROVE PERSONNEL ACTION FORMS, WITH THE ADDITION OF (4) MORE FOR WASTE MANAGEMENT ALL VOTING YES

12 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "BUDDY" PURVIS TO APPROVE PAYMENT & COMPENSATION DURING EMERGENCY CONDITIONS WHICH CAUSED THE OFFICIAL CLOSURE OF COUNTY OFFICES, JAN 13 & 8 00 AM TO 1 00 PM ON JAN 14 PAYMENT OF SALARY TO REGULARLY SCHEDULED FULLTIME EMPLOYEES, AND APPROVE HOUR FOR HOUR COMPENSATORY TIME TO EMPLOYEES FOR EACH HOUR WORKED DURING OFFICIAL CLOSURE , PLUS APPROVE ADMINISTRATIVE CORRECTION OF PAF FOR SHANNON CAIN, PCT #2, FROM LABOR POOL TO FULLTIME, AS LISTED ALL VOTING YES

13 MOTIONED BY BOBBY SMITH, SECONDED BY R R "DICK" HUBERT TO
ADVERTISE FOR BIDS ON VEHICLE FOR EMERGENCY MANAGEMENT
DEPARTMENT
ALL VOTING YES

14 MOTIONED BY R R. "DICK" HUBERT, SECONDED BY B E "SLIM" SPEIGHTS TO
ADJOURN COURT THIS 27th DAY OF JANUARY, 1997 AT 11 25 AM
ALL VOTING YES


JOHN P THOMPSON, COUNTY JUDGE

ATTEST


BARBARA MIDDLETON, COUNTY CLERK



RESOLUTION

AUTHORIZING POLK COUNTY JUDGE TO EXECUTE A LETTER OF WAIVER FOR PAYMENTS IN LIEU OF TAXES (PILOT)

WHEREAS, the Housing Authority of Livingston, TX (herein referred to as Housing Authority) currently owes to the County of Polk (herein referred to as the Government Entity) funds known as Payments in Lieu of Taxes (herein referred as PILOT) which have accrued through Sept. 30, 1997, pursuant to section 301 of Part II of the Consolidated Annual Contributions Contract executed between the Housing Authority and the United States of America, and

WHEREAS, the Government Entity and the Housing Authority have determined that it is in the best interests of both parties that the Government Entity waive the PILOT which have accrued through F.Y.E. OF SEPT. 30, 1997, and

WHEREAS, the Government Entity and the Housing Authority have mutually agreed and understand that the funds made available by this waiver and the accrued PILOT will be used by the Housing Authority to defray operating expenses of the Housing Authority, concomitantly benefitting the citizens of the City of Livingston the County of Polk.

NOW THEREFORE BE IT RESOLVED BY THE County of Polk, as follows

- (1) That the PILOT which have accrued through Sept. 30, 1997, pursuant to Section 301 of Part II of the Consolidated Annual Contributions Contract executed between the Housing Authority and the United States of America are hereby waived,
(2) That the County Judge is hereby authorized and directed to execute a Letter of Waiver in accordance with the provisions of this Resolution.

Resolved and adopted on this, the 27th day of January, 1997

Handwritten signature of John P. Thompson

John P. Thompson
County Judge, Polk County, Texas

Handwritten signature of B.E. "Slim" Speights

B.E. "Slim" Speights
Commissioner, Precinct 1

Handwritten signature of Bobby Smith

Bobby Smith
Commissioner, Precinct 2

Handwritten signature of James J "Buddy" Purvis

James J "Buddy" Purvis
Commissioner, Precinct 3

Handwritten signature of R.R. "Dick" Herbert

R.R. "Dick" Herbert
Commissioner, Precinct 4

Attest;

Handwritten signature of Barbara Middleton
Barbara Middleton, County Clerk


RESOLUTION

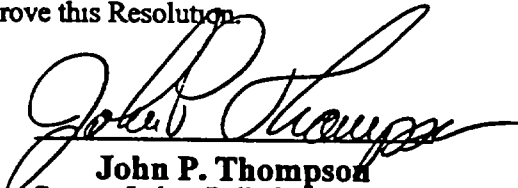
State of Texas ★
 ★ To The Criminal Justice Division
County of Polk ★ Office of the Governor

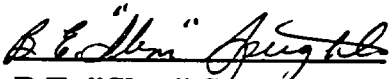
BE IT RESOLVED, That The Commissioners Court of Polk County convened in a regularly called session on the 27th day of January, 1997 in the Commissioners Courtroom of the Polk County Courthouse in Livingston, Texas with the following Members present and representing a quorum, John P Thompson, County Judge, B E "Slim" Speights, Commissioner, Pct.1, Bobby Smith, Commissioner, Pct.2, James J "Buddy" Purvis, Commissioner, Pct.3, R.R "Dick" Hubert, Commissioner, Pct.4, Absent None when and where, among other proceedings, had the following order passed

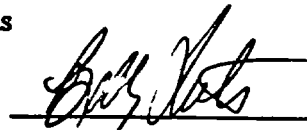
WHEREAS, it is required that the Chief Juvenile Probation Officer be directed to apply for a grant in the amount of Thirty Seven Thousand One Hundred Twenty Six Dollars (\$37,126 00) from the Criminal Justice Division, Office of the Governor, State of Texas, to be used for the purchases of the Juvenile Crime Prevention Program in Polk County, Texas

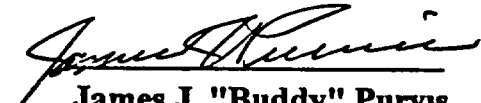
NOW, THEREFORE, BE IT ORDERED, and decreed that This Commissioners Court finds it desirable to support said application for Juvenile Crime Prevention through the Polk County Juvenile Probation Department's request of the above mentioned grant and will continue supporting said services after support from the Governor's Office has ceased.

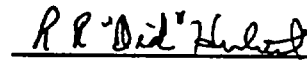
WHEREUPON, the motion was made by Bobby Smith and seconded by Slim Speights, with all Voting in favor / none opposed, the Members of the Polk County Commissioner Court hereby approve this Resolution.


John P. Thompson
County Judge, Polk County, Texas


B.E. "Slim" Speights
Commissioner, Precinct 1


Bobby Smith
Commissioner, Precinct 2


James J. "Buddy" Purvis
Commissioner, Precinct 3


R.R. "Dick" Hubert
Commissioner, Precinct 4

Attest,

Barbara Middleton, County Clerk

AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF POLK

THIS AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES (the "Agreement") is made on this 10 day of February 1997 by and between the COUNTY OF POLK, TEXAS (the "County") and RURAL/METRO OF TEXAS, L.P, a Delaware corporation, d/b/a RURAL/METRO AMBULANCE, and it's affiliates in doing business in Polk County Texas (the "Contractor").

WITNESETH.

WHEREAS, to meet and protect the health needs of its citizens the County desires to contract for ambulance and emergency medical services within the County, and

WHEREAS, the Contractor has agreed to provide such services subject to the provisions set forth hereinafter,

NOW, THEREFORE, for and in consideration of the mutual covenants and premises contained herein the County and the Contractor hereby agree as follows

I DEFINITIONS

As used in this Agreement the following terms shall have the meanings set forth below

"B-EMT" means a basic emergency medical technician as defined in the Texas Health and Safety Code and any corresponding rules or regulations, as hereafter amended

"I-EMT" means an Intermediate emergency medical technician as defined in the Texas Health and Safety Code and any corresponding rules or regulations, as hereafter amended.

"P-EMT" means a paramedic emergency medical technician as defined in the Texas Health and Safety Code and any corresponding rules or regulations, as hereafter amended

"MICU" means a mobile intensive care unit as defined n the Texas Health and Safety Code and any corresponding rules or regulations, as hereafter amended.

"ALS" means an Advanced Life Support unit as defined in the Texas Health and Safety Code and any corresponding rules or regulations, as hereafter amended

"County" is defined in the preamble hereof and includes its successor's and assigns

"Contractor" is defined in the preamble hereof and includes its successor's and assigns

"Judge" means the Polk County Judge or his designee

"Proposal" means the proposal offered to Polk County for ambulance services and the addendum attached after final negotiations

II
SCOPE OF SERVICES

2.01--In General.

The Contractor agrees to provide prompt, effective and professional ambulance and emergency medical service and care within the limits of the County,

The Contractor shall attend meetings determined to be necessary by the Judge. In addition, the Contractor shall perform the following general services

- (1) Provide MICU and ALS Services,
- (2) Provide a sufficient number of vehicles in the County as required herein and maintain those vehicles and their equipment in good working order;
- (3) Provide a sufficient number of emergency medical services personnel as required herein, each of whom shall hold proper certificates and driver's licenses,
- (4) Maintain proper radio and telephone communication,
- (5) Transport patients in emergency situations regardless of their ability to pay,
- (6) Submit to the Judge quarterly financial statements and an annual audited financial statement,
- (7) Maintain a financially viable company,
- (8) Comply with each and every provision of this Agreement,
- (9) Deal courteously and effectively with the public,
- (10) Make provisions for sound financial management in its affairs and employ financial consultants, including accountants,

2.02--Specific Services

The Contractor shall perform the following specific services during the term of this Agreement

- A. The Contractor shall provide emergency and non-emergency services for all locations within Polk County, Texas on a twenty-four (24) hours a day, seven (7) days a week basis
- B. The Contractor shall provide staffed ambulances as specified in the proposal At all times and in all cases each Ambulance must be staffed in accordance with the applicable State laws, rules, and regulations In addition, each Ambulance must contain the equipment specified under the applicable State law(s), rules, and regulations for an Ambulance Furthermore, each MICU must be equipped with the following
 - (1) ACLS drugs as defined by area protocol
 - (2) Cardiac Monitor/Defibrillator; and
 - (3) Advanced Airway equipment
- C. Equipment and emergency medical services personnel shall be located at a point or points within the County where the emergency medical services personnel will meet the best possible response time, and the Contractor will be able to provide the best service to the patient
- D. The County will not sign a contract with any other entity providing same or similar services during the contract period and the Contractor will be the primary recipient of requests for aid from the 9-1-1 facility *The county will forward all 911 requests to the Contractor and the Contractor shall provide their own dispatching services*
- E. The Contractor shall comply with State, and local requirements on all emergency lighting for the Ambulances Also, each Ambulance must display the name of the Contractor providing the service and must be clearly marked with the Emergency 9-1-1 telephone number
- F. The Contractor shall provide reporting data on its ambulance and emergency service activity in accordance with the guidelines specified by the the County Judge The Contractor shall maintain on file ambulance run tickets which contain information regarding the age of patient, preliminary diagnosis, treatment rendered, and case disposition of each 9-1-1 call Such files shall be made available at the Contractor's local office in the County of Polk within 48 hours of the request

The County shall have the right to inspect the ambulance run tickets in accordance with a schedule of inspection promulgated by the Judge

- G** The Contractor agreed to comply with all applicable Federal, State and local laws rules and regulations in the performance of services under this Agreement This shall include compliance with any and all laws concerning insurance, licensing, accreditation, or regulation of its service required hereunder Evidence of compliance must be furnished to the County when requested by the Judge
- H** Each Ambulance operated by the Contractor shall be equipped with multi-channel two way radio(s) which maintain sufficient communications to the dispatch center
- I** The Contractor shall regularly maintain the Ambulances, accessory equipment, and medical supplies and keep them in working order at all times, normal wear and tear excepted All ambulances accessory equipment, and medical supplies shall be subject to inspection on a regular basis by the Judge for compliance with the applicable laws, rules and regulations The Judge shall inform the Contractor of all defects noted, and such Ambulance or item of accessory equipment of medical supplies shall not be used until all defects are remedied such that the Ambulance, item of accessory equipment or time of medical supplies complies with the applicable laws, rules or regulations If the Ambulance, item of accessory equipment or item of medical supplies cannot be brought into compliance then it shall be replaced by the Contractor If the Ambulance, accessory equipment, or time of medical supplies found to be defective or not in working order can be repaired such that it will comply with applicable laws, rules, and regulation, then it shall be repaired and made available in good working condition within a reasonable period time The Judge shall determine whether a time period is reasonable under the given circumstances During the time period that the Ambulance, item of accessory equipment, or time of medical supplies is undergoing repairs, the Contractor shall replace it with one equivalent to that which is undergoing repairs, the Contractor shall replace it with an equivalent to that which is undergoing repairs Immediate written notice of equipment removed and available back-ups shall be furnished to the Judge
- J** Within five (5) days of the Contractor's execution of this Agreement the Contractor shall submit written identification and notification to the County and the appropriate State agency of the name, title, address and telephone number of one (1) individual within the organization who has been designated as duly authorized representative of the Contractor to whom all correspondence shall be addressed

- K. The Contractor shall appoint a licensed physician to attest to the paramedic skills and provide in-service training. In addition the Medical Director will direct the contractors Quality Assurance program for the Contractor's employees. Such physician shall provide medical protocol development and other areas related to the Contractor's services hereunder. The County Judge shall be notified in writing annually of the name and address of the contractors Medical Director

III
COMPENSATION CHARGES

3.01--Compensation from the County

The County agrees to pay and the Contractor hereby agrees to accept as supplemental compensation for the services to be rendered hereunder the following

Monies as listed in the Proposal for the transportation of County paid patients. The County also agrees to furnish a dispatch faculty currently located at the County Sheriffs office. The rates listed in this proposal are transferable or assignable to the hospital district, in the event such district is created

3.02--Patient Charges

The Contractor shall be entitled to charge the fees set forth in the attached Proposal and addendum for the services rendered to a patient. The charges as set forth in Proposal shall be paid by the patient (s) or the patient (s) insurer (s). The Contractor understands and agrees that emergency services must be provided by the Contractor prior to any demand for payment. The Contractor shall never deny emergency services because of a person's inability to pay for such service. The collection of the fees permitted in this Section shall be the sole responsibility of the Contractor

3.03--Increases in Patient Charge

Beginning January 1, 1997 and every year thereafter, the contractor may increase the fees then in effect by a composite index made up of the a percentage equal to 75% of the Consumer price index plus 25% of the Medical component of the consumer price index on September 30 of the previous year

Medicare Assignment, for all residents of Polk County the contractor shall accept Medicare assignments for medically necessary transports, as determined by Medicare guidelines, and shall pursue collection of Medicare required co-payment. If Medicare determines that transportation was not medically necessary, the individual transported shall be charged a fee in accordance with the fees adopted by this section and amendments

The Contractor will submit a written rate change to the Judge for an increase in any of the Contractor's regulated patient charges in effect at the time of the request. Annual total of such increase shall not exceed ten percent (10%) of the amount charged for that regulated service. Requests for rate changes which are not enacted upon by County Commission within 60 days will be considered approved automatically and the new rates will go into effect on the sixty first (61) day.

3.04--Provider

Failure to achieve 10 transports per day AVERAGE provides the Contractor the opportunity of renegotiating or terminating the contract during the terms of the contract.

IV TERM

4.01--Term

This agreement shall commence on February 10, 1997. The term of this agreement shall be for a period of five (5) years from the effective date stated above. And will automatically renew for five (5) consecutive five (5) year periods. At least sixty (60) days to the end of a five (5) year period both parties may propose changes to the agreement. If both parties are unable to agree on proposed changes then either the Judge or the Contractor may terminate the contract at the end of the five (5) year period. If both parties come to required terms the contract will continue for the additional five (5) year term.

If both parties agree that there are issues that require a change to the agreement prior to the end of the five year period then the contract may make the changes as required.

V TERMINATION

5.01--With Cause

The County may terminate this Agreement upon default of the Contractor. Default by the Contractor shall occur if

- (I) The Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it, or

- (ii) The Contractor is dissolved or liquidated, the Contractor files a petition in bankruptcy, the Contractor makes an assignment for the benefit of creditors, a court of competent jurisdiction approves any petition or other pleading in any action seeking reorganization, arrangement, adjustment or composition of or in respect of the Contractor under the federal bankruptcy laws or any similar federal or state laws, or a receiver, trustee, or similar official for the Contractor, or the Contractor's property, is appointed.

Should such a default occur, the County shall have the right to terminate the Contractor's duties under this Agreement as of the 30th day following the receipt of a written notice to the Contractor from the Judge describing such default and intended termination, provided

- (1) Such termination shall be ineffective if within the thirty (30) day period the Contractor cures the default, and
- (2) Such termination may be stayed, at the sole option of the County, pending cure of the default if action to cure begins during the thirty (30) day period and is successfully completed

VI
INSURANCE AND INDEMNIFICATION

6.01--Insurance

A. Coverages and amounts

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows

- (1) Risks and Limits of Liability. The insurance, at minimum, must include the following coverages and limits of liability

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
(1) Workers Compensation and Employers Liability	Statutory
(2) Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and property Damage Combined limits of \$1,900,000 00 each occupance & \$2,900,000 00 Aggregate

- | | |
|--|---|
| (3) Ambulance Malpractice | Bodily injury and Property
\$1,900,000 00 each occupance &
\$2,900,000 00 Aggregate |
| (4) Automobile Liability | Bodily Injury and Property
Damage Combined Single
Limit of \$2,000,000 00 each
occupance and \$1,000,000 00
Aggregate |
| (5) Uninsured/Underinsured
Motorist | Statutory |

Form of Policies

The insurance may be in one or more policies of insurance, the form of which must be approved by the Judge

Issuers of Policies

The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Judge as to conformance with these requirements.

Insured Parties

Each policy must name the Contractor and the County (and the officer, agents and employees of the County) as insured parties.

Deductibles

A policy may contain deductible amounts only if the Judge approves the amount and scope of the deductible. The Contractor shall assume and bear any claims and losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the County, its officers, agents or employees.

Cancellations

Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Judge.

Subrogation

Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the County, its officers, agents or employees

Liability for Premium

If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has no right to recover any premiums of the County

B Delivery of Policies.

The originals of all policies referred to above, or copies thereof certified by the agent or attorney in fact issuing them, together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Judge prior to the beginning of the term of this Agreement. Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entitling the County, at its option, to terminate its duties and the Contractor's rights under this Agreement upon at least three (3) days notice in writing to the Contractor

C Other Insurance

The Contractor will, upon request, furnish to the County adequate evidence or provisions for Worker's Compensation Insurance, Social Security and Unemployment Compensation, to the extent such provisions are applicable to the Contractor's service hereunder

D Tail Purchase.

In the event that the Contractor purchases a claims made insurance policy to comply with the terms of this Section, the Contractor covenants and agrees that it shall purchase a termination "tail" or inception "tail" to be in effect for a period of at least two (2) years from and after the termination, expiration, or cancellation date of this Agreement or any option period. The Contractor shall purchase such insurance "tail" prior to the termination, expiration or cancellation date of this Agreement or any option period and submit written evidence of such purchase to the Judge. The chosen insurance company and types and amounts of coverage must meet all requirements of this Section

6.02--Indemnification/Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from performance of Contractor's operations under this agreement if due to the sole negligence of Contractor Contractor shall pay to County all costs and attorney fees which may be incurred by County in the prosecution or defense of any suit arising out of or resulting from the performance of contractor under this agreement

Contractor shall pay all claims and losses of any nature whatsoever in connection with the performance of contractor's operations under this agreement and shall pay all costs and judgements which may issue thereof To the fullest extent permitted by law, County shall indemnify and hold harmless Contractor from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from performance of County's operations under this agreement if due to sole negligence of County County shall pay to Contractor all costs and attorney's fees which may be incurred by the contractor in prosecution or defense of any suit arising out of or resulting from the performance of County under this agreement. County shall pay all claims and losses of any nature whatsoever in connection with the performance of County's operations under this agreement and shall pay all costs and judgements which may issue thereof

VII

MISCELLANEOUS PROVISIONS7.01--Independent Contractor

The relationship of the Contractor to the County shall be that of an independent contractor Nothing herein contained shall be construed as constituting the Contractor as an employee, agent, servant, or department of the County The County shall not be liable for the acts of the Contractor, its officers, members, agents or employees

7.02--Business Structure and Assignments

The Contractor shall not assign this agreement or dispose of all or substantially all of its assets in manner which will materially effect its performance of the services under this Agreement without the written consent of the Commissioners Court of Polk County Any assignment without written consent shall be an event of default entitling the County to avail itself of all legal remedies available to it.

7.03--Subcontractors

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the Judge If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the County, in connection with this agreement only, as if they were employees of the Contractor

7.04--Administration of Agreement

Except as otherwise provided herein, this Agreement shall be administered by the Judge and all correspondence and questions from the Contractor shall be directed to the Judge

7.05--Parties in Interest

This agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the County and the Contractor only

7.06--Non-Waiver

Failure of either party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any other default or failure or performance

7.07--Applicable Law

This agreement is subject to and shall be construed in accordance with the laws of the State of Texas, ordinances of the County of Polk, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over the Contractor's services required by this Agreement This Agreement is performable in Polk County, Texas

7.08--Licenses and Permits

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party

Steven Athey
Regional President/General Manager
Rural/Metro of Texas L L P
2015 McKenzie, Suite 115
Carrollton, Texas, 75006

Stephen Lee
General Counsel
Rural/Metro Corporation
8401 East Indian School Road
Scottsdale, Arizona 85251

Judge John P Thompson
County Judge
Polk County Courthouse
Livingston, Texas 77351

7.10--Captions

The captions at the beginning of the articles, sections and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of or be use dot interpret the subject matter of any article, section, subsection or part of this Agreement

7.11--Acceptance and Approvals

Any acceptance or approval by the County, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness for any documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility of liability by the county, or its agents and employees for any defect, error or omission in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

7.12--Inspection and Audits

The Judge shall have the right to examine Review, copy and audit all books, records and billing documents which are directly related to performance or payment under this Agreement. The Contractor shall maintain such books, records, and billing documents for three (3) years after the cessation of its other duties under this Agreement.

7.13--Remedies

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statute, at law, or in equity, provided however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof

7.14--Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did nor did not author the same

7.15--Survival

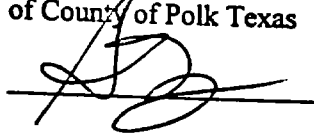
The provisions set forth in Section 6 02 and 7 12 herein shall survive the termination, cancellation, or expiration of this Agreement

This agreement together with the Proposal and Addendum provide all the agreements of the parties relating to the subject matter hereof and is the full and final expression of this agreement between the parties

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 5th day of February, 1997

CONTRACTOR

Rural/Metro of Texas, L P, a Delaware corporation, d/b/a Rural/Metro Ambulance of County of Polk Texas



Name Steven Athey
TITLE Regional President
Rural/Metro Of Texas L L P

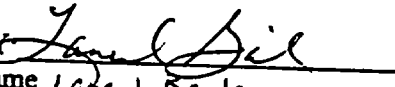
COUNTY

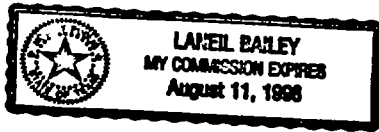
County of Polk Texas




Name Judge John P Thompson
TITLE County Judge

ATTEST/SEAL

BY 
Name Laneil Bailey
Title Notary Public



ATTEST/SEAL

BY 
Name Jan Shandley
Title Secretary to Co Judge



ADDENDUM TO THE PROPOSAL FOR POLK COUNTY
BY Rural/Metro Ambulance
DATE February 10, 1997

The following addendum constitutes all changes and amendments to the proposal for Polk County, Texas by Rural/Metro of Texas, L.P., a Delaware corporation, d/b/a Rural/Metro Ambulance.

The Public Rates

The proposed public rates will remain as stipulated in the Proposal with the exception of the SEE Attachment A

Polk County paid Inter-hospital Transports

Polk County paid inter-hospital transports are paid under the amended rate schedules listed below. These rates are contingent upon payment within 45 days of service. Unpaid accounts beyond day 45 will be rebilled at the prevailing public rates.

County Discount Rate

Any Polk County resident that has been identified as the responsibility of the county shall be charged a rate not greater than 65% of the total normal rates approved by the county in attachment A.

If the patient is transferred to UTMB in Galveston, Texas the county will be billed \$300.00 for a one way trip inclusive of mileage and supplies.

Prisoners

Transportation of prisoners from the Polk County Jail to Memorial Medical Center Hospital of Livingston will be charged under the enclosed schedules. These rates are contingent upon payment within 45 days of service. Unpaid accounts beyond day 45 will be rebilled at the prevailing public rates.

Transports of county prisoners will be billed at \$150.00 for a one way transport inclusive of mileage and supplies.

Stations

Corngan, TX

Livingston, TX

REDICARE

RURAL/METRO agrees to offer REDICARE to all citizens of Polk County regardless of their insurance coverage. The Contractor will not sell REDICARE to Medicaid clients as this is not allowable in the State of Texas.

Attachment A

Rural/Metro Polk County

% > 3.075%

03-Feb-87 Standar

Item #	Description	Feb. 10 1987
1000	BLS N E	\$396.84
2000	BLS E R	\$396.84
3000	ALS N E/NO ALS	\$408.74
4000	ALS N E/ALS	\$408.74
5000	ALS E R/NO ALS	\$408.74
6000	ALS E R/ALS	\$408.74
10100	ALS BASE RATE MLT PT	\$137.49
10180	CPR PROCEDURE	\$45.45
10310	ALS MILEAGE MULTI PT	\$4.58
10340	Extra Attendant	\$50.00
10500	OXYGEN DELIVERY	\$29.20
10510	WAITING TIME 1/4 HR	\$11.68
10520	WAITING TIME 1/2 HR	\$35.04
10530	WAITING TIME PER HR	\$70.07
10542	STANDBY ALS/LS PER HR	\$40.00
10544	STANDBY ALS/ELS 1/2 HR	\$21.23
10545	STANDBY ALS/BLS 1/4 HR	\$10.00
10600	ALS MILEAGE	\$9.16
10800	BLS MILEAGE	\$9.16
10817	PULSE OXI M ETRY PROC	\$29.20
10899	BLS MULTI PT BASE	\$198.42
10900	BLS MULTI PT MILES	\$4.58
10909	SPINE BOARD W/O C-SPINE	\$30.29
10910	SCOOP STRETCHER PROC	\$30.29
10913	MAST ADULT	\$35.04
10917	EKG PROC.	\$35.04
10924	LARYNGOSCOPE BLADE	\$11.74
10929	ORTHO EQUIPMENT PROCED.	\$45.45
10930	BLOOD DRAWING	\$6.16
10932	INTUBATION PROCED.	\$45.45
10933	SUCTION PROCED	\$40.37
10935	IV MONITORING PROCD.	\$23.36
10936	IV PREP	\$0.56
10937	C SPINE IMMOBIL PROCD	\$45.45
10939	VEHICLE DECON PROCEDURE	\$30.37
10952	PLUERAL DECOMP	\$35.04
10959	IV ADMINISTRATION	\$23.36
10960	INFECTION CONT KIT	ERR
12001	EOA-COM PLETE	\$56.26
12003	EGTA COMPLETE	\$70.67
13004	STYLETTE ALL SIZES	\$7.18
13012	ET TUDE HOLDER SECUREASY	\$19.62
15001	NASOPHARYNGEAL 22-34 FR	\$11.39
16001	OPHARYNGEAL SIZE 0-7	\$2.34
17100	BITE STICK DISP	\$2.66
21001	IV ADMIN SET 10 DROP	\$16.61
21003	IV ADMIN SET 60 DROP	\$15.07
21008	IV EXT TUBING W/ 2 SITES	\$9.34
21015	EXACTROP	\$11.87
22034	PROTECTIV CATH 12 14 GA	\$7.01
22041	INTRAOSSCOUS NEEDLE	\$26.02
23014	PURP TOP	\$0.60
23015	VACUTAINER / RED	\$0.60
25009	VACUTAINER HOLDER	\$3.37
25101	IV ARM BOARD	\$8.48
25231	IV START KIT	\$5.84
31021	STIFNECK	\$22.97
33004	CARDBOARD SPLINTS 3X12	\$5.84
33007	PADDED BOARD SPLINTS	\$14.81
37101	HEADBLOCK IMMOB CRDBRD	\$21.02

Attachment A
Rural/Metro Polk County

03-Feb-97 Standard Rates

Item #	Description	Feb 10 1997
1000	BLS N E	\$396.84
2600	BLS E R	\$396.84
3000	ALS N E/NO ALS	\$408.74
4000	ALS N E/ALS	\$408.74
5000	ALS E R/NO ALS	\$408.74
6000	ALS E R/ALS	\$408.74
10100	ALS BASE RATE MLT PT	\$137.49
10150	CT ? PROC DUPE	\$45.45
10310	ALS M LEAGE MULTI PT	\$4.58
10350	Extra At rt	\$50.00
10000	OXYGEN DELIVERY	\$29.20
10510	WAITING TIME 1/4 HR	\$11.68
10000	WAITING TIME 1/2 HR	\$35.04
10500	WAITING TIME PER HR	\$70.07
10502	STANDBY ALS/BLS PER HR	\$40.00
10000	STANDBY ALS/BLS 1/2 HR	\$21.23
10505	STANDBY ALS/BLS 1/4 HR	\$10.00
10000	ALS M LEAGE	\$9.16
10000	BLS M LEAGE	\$9.16
10317	PULSE OXYM ETRY PROC	\$29.20
10000	BLS M ULTI PT BASE	\$198.42
10000	BLS M ULTI PT MILES	\$4.58
10000	SPINE BOARD W/O C-SPINE	\$30.29
10210	SCOOP SPETCHER PROC	\$30.29
10913	MAST ADULT	\$35.04
10917	EF G PROC	\$35.04
10224	LARYNGOSCOPE BLADE	\$11.74
10929	ORTHO EQUIPMENT PROCED.	\$45.45
10250	BLOOD DRAWING	\$6.16
10232	INTUBATION PROCED.	\$45.45
10233	SUCTIO I PROCED	\$40.37
10235	IV MONITORING PROCED.	\$23.36
10236	IV PPEP	\$0.56
10237	C SPINE IMMOBIL PROCED	\$45.45
10239	VE CLE DECON PROCEDURE	\$30.37
10052	PLURAL DECOMP	\$35.04
10059	IV AD B ISTRATION	\$23.36
10000	INFECTION CONT KIT	ERR
12001	EOA-CO PLFTE	\$56.26
12003	EGTA CON PLETE	\$70.67
13004	STYLETTE ALL SIZES	\$7.18
13012	ET TUBE HOLDER SECUREASY	\$19.62
15001	NASOPHARYNGEAL 22-34 FR	\$11.39
16001	OPHARYNGEAL SIZE 0-7	\$2.34
17100	BITF STICK D SP	\$2.66
21001	IV AD INSET 10 DROP	\$16.61
21003	IV AD INSET 60 DROP	\$15.07
21009	IV EXT TUBING W/2 SITES	\$9.34
21015	EXACDOP	\$11.87
22034	PROTECTIV CATH 12-14 GA	\$7.01
22041	INTRAOSCOUS NEEDLE	\$26.02
23014	PUMP TOP	\$0.60
23015	VACUTAINER / RED	\$0.60
24009	VACUTAINER HOLDER	\$3.37
25101	IV ARM BOARD	\$8.48
25231	IV START KIT	\$5.84
31021	STIFNECK	\$22.97
33004	CARDBOARD SPLINTS 3X12	\$5.84
33007	PADDED BOARD SPLINTS	\$14.81
37101	HEADBLOCK IMMOB CRDRD	\$21.02

41002	MONOJECT HYPO 18,19GA	\$0.59
42005	SYRINGES (ALL SIZES)	\$2.42
43002	VACUTAINER NEEDLES	\$0.38
43005	VACUTAINER ADAPTER	\$0.47
44007	LANCETTE	\$0.65
51101	DISP BVM W/O MASK ADULT	\$34.35
52101	NASAL CANNULA ADULT	\$5.57
52202	POCKET MASK W/02 NIP	\$35.93
52305	02 MASK ADULT NON REBREATH	\$4.12
52501	RESUSCITATOR MASK	\$12.62
52601	02 SUPPLY TUBING	\$2.34
59001	HUMIDIFIER	\$5.26
59002	NEBULIZER	\$2.70
62002	SUCTION CATH 8 THRU 18 FR	\$4.21
62102	SUCTION CATH DEE LEE	\$20.54
62301	SUCTION TUBING	\$3.07
66400	REPLC CART V VAC	\$30.57
67002	SANI LINER	\$0.69
67004	HI D BIG STICK	\$3.50
71002	BANDAID	\$0.11
71005	BURN SHEET 60X96 STERILE	\$9.46
71010	ELASTIC BANDAGES	\$3.34
71014	MULTI TRAUMA DRESSING	\$4.67
71016	PETROLEUM GAUZE 3X8	\$1.46
71023	TRIANGULAR BANDAGE NS	\$2.92
72004	HOT/COLD PACK	\$5.26
73010	GAUZE SPONGE NS	\$0.11
73013	GAUZE SPONGE STERILE	\$1.34
74002	BANDAGE KLING 4"	\$4.08
75005	TAPE 1/2"	\$3.74
75007	TAPE 2"	\$7.59
75008	TAPE 3"	\$7.59
82025	BIO-HAZARD BAG	\$3.13
82120	BLANKET HWY	\$10.98
82121	BLANKET DISP FUZZY	\$18.17
82140	PILLOW W/ WATERPROOF COVER	\$8.01
82160	SILVER SWADDLER	\$11.06
82201	CONVENIENCE BAG DISP	\$2.34
84220	HYPOTHERMOMETER	\$16.36
84250	THERMOMETER PROBE COVER	\$1.25
85006	EKG PAPER LP 5	\$6.17
85035	EKG PAPER LP 10	\$6.81
85100	EKG PADS ADULT 3/PKG	\$11.80
85170	PACING ELECTRODES	\$111.47
85200	DEFIBRILLATOR PADS 2/PKG	\$8.69
86006	STERILE GLOVES	\$4.76
86043	FACE MASK/EYE SHIELD	\$4.97
86420	LATEX GLOVES NS	\$1.88
86700	PERSONAL PROTECTION PACK	\$21.75
87028	DEXTROSTIX	\$2.23
87110	HYDROGEN PEROXIDE	\$1.52
87250	INSTA GLUCOSE 1 OZ TUBE	\$5.60
87300	SURGILUBE 3 GRAM	\$2.07
87400	CHARCOAL LIQ 5GR/240ML	\$20.66
87401	IPECAC SYRUP 30 ML	\$3.69
87500	AMMONIA INHALANTS	\$0.68
87600	OB KIT DISP	\$21.31
91003	IV SOL DSW 500ML	\$7.82
91007	IV SOL LAC RINGERS 1000ML	\$12.38
91009	IV SOL NORM SALINE 1000ML	\$12.38
92001	IRR SOL STERILE H2O	\$11.05
92004	IRR SOL SODIUM CHLOR 1000	\$12.55
93111	ATROPINE SULFATE INJ 1/MG	\$19.81
93131	BRETYLIUM TOSYLATE INJ	\$45.21
93215	DEXTROSE INJ 50% 25/50ML	\$15.28
93225	DIPHENHYDRAMINE HCL INJ	\$12.79
93251	EPINEPHRINE INJ 1 1000	\$15.12

93252	EPINEPHRINE 1 10 CCO	\$8.64
93272	FUPSE 254P L/ 0 1G	\$5.32
93552	LIDOCAINE 1% CL INJ 29/5ML/100MG	\$16.52
93552	NALOXONE 1% CL INJ 2 MG/2 ML	\$13.78
93701	PROCAINE 2% 100 MG VIAL	\$16.87
93752	SODIUM CALCIUM INJ 8.4% 50	\$15.03
93801	TORPOLLIN 60 MG/1 ML	\$34.22
93861	VERAPAMIL INJ 5 MG/2 ML	\$33.57
94001	DAFYASOLIN 83 MG	\$0.29
94003	ADD CTINE	\$64.32
94011	Atrol	\$0.80
94223	DOPAINE DRIIP/PREMIX	\$87.84
94301	GLUCAGON 10U/10 MG	\$80.29
94501	LIDOCAINE DRIIP	\$23.06
94551	MAGNESIUM SULF 50% 5GM/10ML	\$18.37
94555	ALUTENT/ ETAPROTERENOL	\$9.13
94601	NEO-SYNEPHRINE SPRAY	\$13.87
94605	PROCARDIA/NIFEDIPINE	\$5.84
94613	NITROGLYCERINE TAB 0.4 MG	\$2.34
94641	Promethazine	\$1.48
94751	SOD CHLOR 5CC VIAL	\$5.33
94811	THIAM HYDRO CHLOR 100/1M	\$5.84
95000	MORPHINE	\$5.84
95001	DIAZAPAM/VALIUM	\$5.84
95014	Adult & Ped OXY Finger Probes	\$40.50

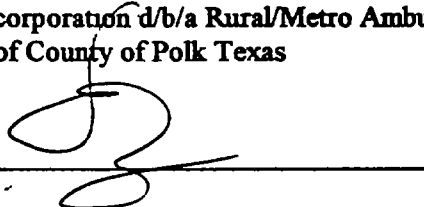
SECOND ADDENDUM OF THE PROPOSAL FOR POLK COUNTY
BY Rural/Metro Ambulance
DATE February 10, 1997

Rural/Metro Ambulance response times goals are as follows:

10 minutes 59 seconds within the City of Livingston and Corrigan 90% of the time
20 minutes 59 seconds in all other areas of the County 90% of the time

CONTRACTOR

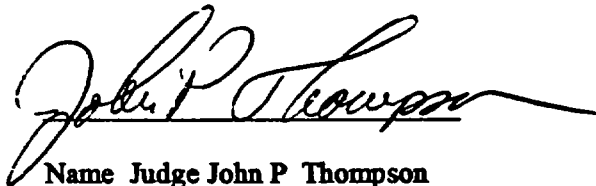
Rural Metro of Texas, L.P a Delaware corporation d/b/a Rural/Metro Ambulance of County of Polk Texas



Name Steven Athey
TITLE Regional President
Rural/Metro of Texas L.L.P

COUNTY

County of Polk Texas



Name Judge John P Thompson
TITLE County Judge

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	110 880 32
015	ROAD & BRIDGE ADM	30 908 64
032	ENVIRONMENTAL SERVICES	8 444 78
051	AGING DEPT	4 869 65
101	ADULT SUPERVISION	18 127 00
104	DTP - CSP	758 74
107	CCP CORRIGAN OFFICE	1 141 99
108	CCP - SURVEILLANCE	2 014 34
184	JUVENILE PROBATION	2 877 65
185	CCAP - JUVENILE PROBATION	5 359 70
TOTAL OF ALL FUNDS		185 432 81

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 1-10-92

APPROVED BY

John H. Stewart
County Auditor
John P. Stanger

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADH	600 00
TOTAL OF ALL FUNDS	600 00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 1-10-92

APPROVED BY

William Bennett
Joseph P. Clumpner

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	7 608 02
015 ROAD & BRIDGE ADM	1 598 22
051 ASING DEPT	476 22
TOTAL OF ALL FUNDS	9 682 46

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 1-16-97

APPROVED BY

James S. Bennett
Robert H. Hamilton
John H. Clinger

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	48 750 92
015	ROAD & E-STATE ACN	10 214 48
027	SECURITY FUND	20 00
032	ENVIRONMENTAL SERVICES	658 76
049	DISTRICT ATTY HOT CHECK FUND	330 00
051	AGING DEPT	1 910 43
088	JUDICARY FUND	414 90
185	CCAP - JUVENILE PROBATION	273 00
TOTAL OF ALL FUNDS		62 574 52

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 1-17-27

APPROVED BY

James J. [Signature]
Quayle [Signature]
John P. [Signature]

SCHEDULE OF BILLS B FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLY COUNT HISTORICAL COMM	173 14
TOTAL OF ALL FUNDS	173 14

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 1-17-97

APPROVED BY Shirley D. Stewart

James H. Stewart
John P. Stewart

Additional

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	99 736 92
015 ROAD & BRIDGE ADH	30 226 07
032 ENVIRONMENTAL SERVICES	7 514 77
051 AGING DEPT	5 272 18
101 ADULT SUPERVISION	18 047 92
104 DTP - CSR	796 42
107 CCP CORRIGAN OFFICE	1 141 49
108 CCP - SURVEILLANCE	2 014 34
184 JUVENILE PROBATION	2 877 66
185 CCAP - JUVENILE PROBATION	4 828 81
TOTAL OF ALL FUNDS	174 457 08

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 1-24-92

APPROVED BY

[Signature]
[Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	45 322 19
015 ROAD & BRIDGE ADM	29 586 46
032 ENVIRONMENTAL SERVICES	8 063 85
051 AGING DEPT	15 398 02
061 DEBT SERVICE FUND	86 360 00
073 1994 C/O JAIL/BLDG RENOVY ISSUE	143 37
094 COUNTY RECORDS NIGHT FUND	972 59
TOTAL OF ALL FUNDS	205 846 47

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE Jan 27, 1997 APPROVED BY [Signature]
[Signature]
[Signature]

Additional

DATE. JANUARY 13, 1997 THROUGH JANUARY 24, 1997

NO	NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION TAKEN
(1)	TAMMY E. WENDLAND	JAIL	#1055 CORRECTION OFFICER	REGULAR FULL TIME	11/1 \$18,127.51	NEW-HIRE EFFECTIVE 01-17-97
(2)	DENNIS ALLEN	SHERIFF	#1037 DEPUTY SHERIFF PATROL	REGULAR FULL TIME	14/1 \$18,694.32	NEW-HIRE EFFECTIVE 02/01/97
(3)	JILL DARNELL	SHERIFF	#1043 TELCOM OPERATOR	REGULAR PART TIME	8/- \$7.02	RE-HIRE EFFECTIVE 01-24-97
(4)	JAMES RICHARDSON	SHERIFF	#1043 TELCOM OPERATOR	REGULAR PART TIME	UNCLASS \$8.30	RECLASSIFIED TO LABOR POOL SAME RATE OF PAY EFFECTIVE 01-22-97
(5)	INGRIA BOGNAY	SHERIFF	#1037 DEPUTY SHERIFF PATROL	REGULAR FULL TIME	14/1 \$18,694.32	RESIGNED EFFECTIVE 01-31-97
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						

TO PERSONNEL DIRECTOR FROM Commissioners Court
Emmett A. "Tony" Alley 9/17/53 384-60-6464
 (Employee Name) (D O B) (Social Security Number)
Rt. 2 Box 2079 Shepard Texas 77371 409-628-6570
 (Street Address) (City, State, Zip) (Telephone #)

Spouse / Next of Kin _____ (Emergency) Telephone # _____

Valid Driver's License # 08494171 Please enter the following changes as of; 1/22/97

- | | |
|--|--|
| <input type="checkbox"/> New Hire | <input type="checkbox"/> Change in Address/Telephone/etc |
| <input type="checkbox"/> Re-Hire | <input type="checkbox"/> Reclassification of Job |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Separation(Eligible for Rehire? <input type="checkbox"/> Yes <input type="checkbox"/> No) |
| <input type="checkbox"/> Demotion | <input type="checkbox"/> Resignation |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Retirement |
| <input checked="" type="checkbox"/> Merit Increase | <input type="checkbox"/> Lay Off |
| <input type="checkbox"/> Cost-of-Living Increase | <input type="checkbox"/> Dismissal |
| <input type="checkbox"/> Longevity Increase | <input type="checkbox"/> Other |

PRESENT STATUS (before this change)				NEW STATUS (after this change)			
Category	Regular Full-time			Category	Same		
Class/Title	108 - Heavy Equipment Operator			Class/Title	Same		
Group/Step	13/3	Salary	\$18 684 32	Group/Step	13/4	Salary	19 143 23
Fund	32-595-105			Fund	32-595-105		
Department:	Waste Management			Department:	Waste Management		
Work.Comp	7590	EEOC	R/W/M/07 U/E. 4953	Work.Comp	same	EEOC	same U/E same

REMARKS

In cases of new hire to fill a vacancy remarks should include notation of individual formerly holding the position. In case of separation, remarks should include circumstances surrounding termination. Note any special circumstances of the proposed change.)

 Supervisor's Approval Date

* I verify that I have reviewed the foregoing information and have determined that the appropriately budgeted funds, ARE ARE NOT available for this change

 County Auditor Date

* The above change IS IS NOT approved by the Commissioners Court.

John P. Thompson 1-27-97
 County Judge Date

***** (SUBMIT ORIGINAL TO PERSONNEL OFFICE - RETAIN A COPY FOR YOUR RECORDS) *****

TO PERSONNEL DIRECTOR

FROM Commissioners Court

Jeffery M Hunter
(Employee Name)

2/28/59
(D O B)

528-31-2781
(Social Security Number)

Rt. 4 Box 1172
(Street Address)

Livingston Texas 77351
(City, State, Zip)

409-327-3674
(Telephone #)

Spouse / Next of Kin

Lillie Hunter (wife)

(Emergency) Telephone #

Valid Driver's License # 10089223

Please enter the following changes as of; 1/22/97

- New Hire
- Re-Hire
- Promotion
- Demotion
- Transfer
- Merit Increase
- Cost-of-Living Increase
- Longevity Increase
- Change in Address/Telephone/etc.
- Reclassification of Job
- Separation (Eligible for Rehire? Yes No)
 - Resignation
 - Retirement
 - Lay Off
 - Dismissal
- Other

PRESENT STATUS (before this change)

NEW STATUS (after this change)

Category Regular Full-time	Category Same
Class/Title 912 - Landfill Supervisor	Class/Title Same
Group/Step 15/5 Salary \$21,656 32	Group/Step 15/6 Salary 22,202 65
Fund 32-595-105 Department Waste Management	Fund 32-595-105 Department Waste Management
Work Comp 7590 EEOC R/W/M/07 U/E. 4953	Work Comp same EEOC same U/E. same

REMARKS

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Supervisor's Approval

Date

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County Auditor

Date

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John P. Thompson
County Judge

1-27-97

Date

***** (SUBMIT ORIGINAL TO PERSONNEL OFFICE - RETAIN A COPY FOR YOUR RECORDS) *****

TO PERSONNEL DIRECTOR FROM Commissioners Court

Jacqueline Ereck 08/29/47 450-84-4758
 (Employee Name) (D O B) (Social Security Number)

145 Cardinal Livingston Texas 77351 409-327-8670
 (Street Address) (City, State, Zip) (Telephone #)

Spouse / Next of Kin James (Husband) (Emergency) Telephone # _____

Valid Driver's License # 07273880 Please enter the following changes as of: 1/22/97

- | | |
|--|---|
| <input type="checkbox"/> New Hire | <input type="checkbox"/> Change in Address/Telephone/etc |
| <input type="checkbox"/> Re-Hire | <input checked="" type="checkbox"/> Reclassification of Job |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Separation (Eligible for Rehire? <input type="checkbox"/> Yes <input type="checkbox"/> No) |
| <input type="checkbox"/> Demotion | <input type="checkbox"/> Resignation |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Retirement |
| <input type="checkbox"/> Merit Increase | <input type="checkbox"/> Lay Off |
| <input type="checkbox"/> Cost-of-Living Increase | <input type="checkbox"/> Dismissal |
| <input type="checkbox"/> Longevity Increase | <input type="checkbox"/> Other |

PRESENT STATUS (before this change)		NEW STATUS (after this change)	
Category	Temporary Full-time	Category	Regular Full-time
Class/Title	903 - Landfill Clerk	Class/Title	Same
Group/Step	8/1 Salary \$13,898.51	Group/Step	Same Salary Same
Fund	32-595-105	Fund	32-595-105
Department	Waste Management	Department	Waste Management
Work.Comp	8810 EEOC T/W/F/08 U/E 9131	Work.Comp	same EEOC R/W/F/08 U/E same

REMARKS

In cases of new hire to fill a vacancy remarks should include notation of individual formerly holding the position. In case of separation, remarks should include circumstances surrounding termination. Note any special circumstances of the proposed change.)

 Supervisor's Approval _____ Date

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 County Auditor _____ Date

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John P. Thompson

 County Judge _____ Date

***** (SUBMIT ORIGINAL TO PERSONNEL OFFICE - RETAIN A COPY FOR YOUR RECORDS) *****

TO PERSONNEL DIRECTOR FROM: Commissioners Court

James K. Richardson 08/24/83 401-00-007
 (Employee Name) (D O B) (Social Security Number)

2022 South Houston Livingston, Texas 77351 400-0070-003
 (Street Address) (City, State, Zip) (Local Phone)

Spouse / Next of Kin Tammy (Emergency) Telephone # 327-4825 Charles/Carolyn Wells

Valid Driver's License # 02122818 Please enter the following changes as of: 1/31/97

- New Hire
- Re-Hire
- Promotion
- Demotion
- Transfer
- Merit Increase
- Cost-of-Living Increase
- Longevity Increase
- Change in Address/Telephone/etc.
- Reclassification of Job
- Separation (Eligible for Retire? Yes No)
 - Resignation
 - Retirement
 - Lay Off
 - Dismissal
- Other

PRESENT STATUS (before this change)			NEW STATUS (after this change)		
Category	Regular Part-time		Category	Regular Full-time	
Class/Title	1043 - Telecommunications Operator		Class/Title	001 - Waste Management Administrator	
Group/Step	Unclassified Salary \$0.30/HR		Group/Step	20/1 Salary \$23,100.10	
Fund	10-500-103 (Error should be 10-500-108)js		Fund	002-000-105	
Department	Shonff		Department	Waste Management	
Work.Comp	0010 EEOC P/M/W/06 U/E 9131		Work.Comp	0009 EEOC R/M/W/01 U/E 4033	

REMARKS

HIRING IN BELOW PAY GROUP AND STEP DESIGNATED FOR THIS JOB POSITION
 WILL RE-EVALUATE AFTER 6 MONTH INTRODUCTORY PERIOD (REPLACES JIM M. CALISTER)

In cases of new hire to fill a vacancy remarks should include notation of individual formerly holding the position. In case of separation, remarks should include circumstances surrounding termination. Note any special circumstances of the proposed change.

Supervisor's Approval _____ Date _____

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County Auditor _____ Date _____

The above change IS IS NOT approved by the Commissioners Court.

John P. Thompson _____ 1-27-97
 County Judge Date

***** (SUBMIT ORIGINAL TO PERSONNEL OFFICE - RETAIN A COPY FOR YOUR RECORDS) *****

PERSONNEL ACTION FORM

VOL 43 PAGE 6

TO PERSONNEL DIRECTOR

FROM Bobby Smith

Shannon K Cain
(Employee Name)

(DOB)

449-71-9006

(Social Security Number)

Rt 4 Box 700 Livingston, TX 77351
(Street Address) (City, State Zip)

(409) 685-4470
(Telephone #)

Spouse / Next of Kin Michael Daniel Cain

(Emergency) Telephone # (409) 685-4496

Valid Driver's License # 05536094

Please enter the following changes as of: 1/6/97

- | | |
|---|---|
| <input type="checkbox"/> New Hire
<input type="checkbox"/> Re-Hire
<input type="checkbox"/> Promotion
<input type="checkbox"/> Demotion
<input type="checkbox"/> Transfer
<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Cost-of-Living Increase
<input type="checkbox"/> Longevity Increase | <input type="checkbox"/> Change in Address/Telephone/etc
<input checked="" type="checkbox"/> Reclassification of Job
<input type="checkbox"/> Separation (Eligible for Rehire? <input type="checkbox"/> Yes <input type="checkbox"/> No) <ul style="list-style-type: none"> <input type="checkbox"/> Resignation <input type="checkbox"/> Retirement <input type="checkbox"/> Lay Off <input type="checkbox"/> Dismissal <input type="checkbox"/> Other |
|---|---|

PRESENT STATUS (before this change)

NEW STATUS (after this change)

Category Labor Pool	Category Temp F/T
Class/Title #102 Secretary	Class/Title #102 Secretary
Group/Step Unclass Salary \$7 02	Group/Step 9/- Salary \$7 02
Fund 10 696 108	Fund 10-622-105 15-622-105
Department Personnel	Department 010-622-307 R & B Pct 2
Work.Comp Code 8810 EEOC Code P/F/W/06	Work.Comp Code 8810 EEOC Code T/F/W/06

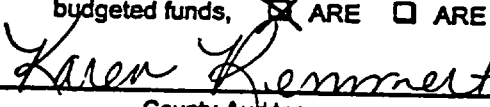
REMARKS To temporarily replace Amanda Sheffield while on unpaid leave

In cases of new hire to fill a vacancy remarks should include notation of individual formerly holding the position. In case of separation, remarks should include circumstances surrounding termination. Note any special circumstances of the proposed change.


Supervisor's Approval

1/29/97
Date

I verify that I have reviewed the foregoing information and have determined that the appropriately budgeted funds, ARE ARE NOT available for this change.


County Auditor

1-30-97
Date

The above change IS IS NOT approved by the Commissioners Court.


County Judge

1-27-97
Date

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