COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS POST OFFICE BOX 1529 LAKE CITY, FLORIDA 32056-1529

CONSENT AGENDA

AUGUST 18, 2011

7:00 P.M.

- (1) External Budget Amendment Economic Development Fund BA #10-44
 Engineering and Mitigation Study Road Improvement \$75,000
- (2) External Budget Amendment Sheriff's Office #14 BA #10-43 Subsistence and Medical Cost Reimbursement and Booking Fees
 Generated at Detention Facility July 2011 \$6,386.00
- (3) Solid Waste Request Refund Wyndee Castaneda of Above & Beyond Lawn Care - Closing Account - \$100.00
- (4) 9-1-1 Addressing Naming of Unnamed Private Road SW Capallia Glen
- (5) Utility Committee Request Approval of Water and Wastewater Handbook
- (6) Human Resource Requesting Family Medical Leave Act Library Employee – August 16, 2011 through November 8, 2011
- (7) Tax Collector Declaration of Junk Property County ID # 12817 -GBC Shredmaster 3270M
- (8) Extension Office Declaration of Junk Property (see attached list)
- (9) Utility Permit Comcast Cable SW Arrowhead Terrace
- (10) Utility Permit AT&T SE Florida NW Fairway Drive

- (11) Agreement TriTech Emergency Medical Systems Service Agreement -Technical Support - EMS Billing - \$8,063.52
- (12) IT Department Ambulance Mobile Date Terminals \$12,199.17 Implementation then \$3,948.00 per year for Verizon Data Service
- (13) -Code Enforcement Hazardous Lands Clean-up 6 Properties Request to Clean- up Properties & Place Lien Against Property for Cost of Cleaning
 - (a) Jephtte Joseph #33-35-17-06792-001
 - (b) Elvina Adams #33-35-17-06637-000
 - (c) Connie Miklautsch #33-35-17-06678-000
 - (d) BOA Mortgage Holder #28-35-16-02377-116
 - (e) Sadie Cooper #28-35-17-05668-000
 - (f) Jackie Cooper #28-35-17-05645-000
- Bid Award UniFirst Uniforms and Mats Bid No. 2011Q \$36,122.32

\$<u>75,000</u>

BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: <u>8/10/11</u> Name: <u>Dale Williams</u> 1. Nature and purpose of agenda item: Bell Road. Funds to be transferred from		Meeting Date:8/18/11			
		BCC Administration Department:			
		To appropriate funds for engineering and mitigation stu	idy for		
Attach any correspondence memorandums, etc.	informatior	n, documents and forms for action i.e., contract agreer	— nents, quotes,		
2. Fiscal impact on current	budget.				
Is this a budgeted item?	[]N/A				
	[]Yes A	ccount No			
	[X] No Pl	ease list the proposed budget amendment to fund this	s request		
Budget Amendment Numbe	er: BA 10-4	14			
<u>FROM</u>		<u>TO</u>	<u>AMOUNT</u>		

Account:___304-0000-389-0400

Account:__303-8074-541-3031 **Professional Services**

Cash Balance Forward

For Use of County Manger Only:

[X] Consent Item [] Discussion Item



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Today's Date:	Meeting Date:	8/18/11
Name:		Sheriff's Office
1. Nature and purpose of agenda item:	To record subsistence costs generated at the determined at the det	
center for the month of July, 2011.		

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? [] N/A

[] Yes Account No. _____

[X] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: <u>BA-10-43</u>

<u>FROM</u>

<u>TO</u>

<u>AMOUNT</u>

Account: 001. 0000.369.9000

Account: 001.2340.521.3052

<u>\$ 6,386</u>

For Use of County Manger Only:

[] Consent Item

[] Discussion Item



Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

4917 US Hwy. 90 East • Lake City, Florida 32055-6288 www.columbiasheriff.com

August 5, 2011

Honorable Jody Dupree, Chairman Board of County Commissioners P.O. Drawer 1529 Lake City, FL 32056

Dear Mr. Dupree,

Attached you will find Budget Amendment #14 for fiscal year 2010-2011 in the amount of \$6,386.09 (checks attached) which represents payment of subsistence costs, medical cost reimbursements and booking fees generated at the Detention Facility for the period of July 2011. The prisoner subsistence costs were collected under Florida Statutes 951.033.

As approved by the Board, this will be placed in the appropriate line items to offset some Prisoner costs within the Detention Facility.

Your full consideration to this request will be greatly appreciated.

Sincerely,

Mark Hunter Sheriff, Columbia County

cc: Dale Williams, County Coordinator Accounting Department

BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY

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Today's Date:	Meeting Date:8/18/11
Name: Bill Lycan	Department: Landfill
1. Nature and purpose of agenda item: _	Disposal Account Refund
Request.	
``	

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget,

Is this a budgeted item?

[] Yes Account No. ______

[] No Please list the proposed budget amendment to fund this request

Budget Amendment Number:

FROM

TQ

Account:_____

Account:_____

AMOUNT

\$_____

For Use of County Manger Only:

[] Consent item [] Discussion item

District No. 1 - Ronald Williams District No. 2 - Rusty DePratter District No. 3 - Jody DuPree District No. 4 - Stephen E. Bailey District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

August 10, 2011

MEMO

TO: BCC

FR: Bill Lycan, Solid Waste Director

RE: Refund Deposit

Please find attached a letter from Wyndee Castaneda of Above & Beyond Lawn Care closing their disposal account with the Winfield Solid Waste Facility, and wanting their deposit of \$100.00 Cash on 04/23/2010 to be refunded.

Their account has no outstanding balance. At this time I would like to request that the Board refund the \$100.00 and make it payable to Above & Beyond Lawn Care mail to 476 NW Ranch Ct. #6 Lake City, FL 32055; and we will close their account.

XC: Account File

BOARD MEETS FIRST THURSDAY AT 7:00 P.M. AND THIRD THURSDAY AT 7:00 P.M. Above & Beyond Lawn Care 476 NW Ranch Ct. #6 Lake City, Florida 32055 386-292-2277

August 10, 2011

TO: Columbia County Landfill 1347 NW Oosterhoudt Lane Lake City, Florida 32055

RE: Account Deposit

I would like to request that my deposit on account be refunded. I no longer need the use of the Landfill. Please make payment to Above & Beyond Lawn Care.

Thank You.

Wynder estaneda

Wyndee Castaneda



BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY

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Is this a budgeted item? [] N/A

[] Yes Account No. _____

[] No Please list the proposed budget amendment to fund this request

Budget Amendment Number:_____

 FROM
 TO
 AMOUNT

 Account:
 Account:
 \$_____

For Use of County Manger Only:

[] Consent Item [] Discussion Item

ID#	D	IS	OLD NAME		OLD DRIVING DIRECTIONS	PREFD	NEW ROAD NAME	NEW SUFFD	NEW DRIVING DIRECTION	LOCATION	S-T-R	MB PAGE
3373	_	-		RD				GLN	S SR47, L SW CR240, R	RUNS FROM OLD WIRE RD WEST TO	1 4- 5S-16	53

.



BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY

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Today's Date:	<u>+ 8/3/11</u>	Meeting Date:	HTTI 8/18/11
Name: Divis (Cardo	5	Department: Unit	145
1. Nature and purpose of ag	enda item:		
Appendi of WA	Ten mo Whate	worre Heard be	0 K
- Recommens App	eard by Dril.	ty Committee	- Aug 2, 2011
•	<i>u</i>		n i.e., contract agreements, quotes,
2. Fiscal impact on current b	oudget.		
Is this a budgeted item?	MN/A		
	[] Yes Account No.		· · · ·
	[] No Please list the	proposed budget am	endment to fund this request
Budget Amendment Numbe	er:	_	
FROM	TQ		AMOUNT
Account:	Αccοι	int:	\$
	For Use of C	ounty Manger Only:	
	[] Consent Item	[] Discussion ite	em

Notes on August 2, 2011 Utility Committee Meeting

- 1) Recommend construction of Flush Valves not to exceed \$500
- 2) Recommend following FRWA plan up to and including the construction of Ammonia Sulfate Feed System not to exceed \$3,000
- 3) Proceed with Grant Application for water line extension if owner, Carol Mattox, agrees to provide Grant Match
- 4) Revise Emergency Response Plan page 12
- 5) Recommend adoption of Water and Wastewater Handbook
- 6) Recommend safety improvements at WWTP Work to be performed by PW Department.

If work cannot be performed in house, bids will be let on the safety improvements.

7) Generators

- Temporarily move one generator located at FD to WWTP for imminent storm threat
- Proceed with work to adapt and install permanent generator at WWTP
- Prepare costs to install at FD locations for August 4 BOCC meeting.
- 8) Fence Proceed with quotes on 6 foot chain link fence with 3 strands of barbed wire.
- 9) Signs and County Logo on Water Tank Get prices to paint on tank with one of the quotes from sign lady of Ellisville
- 10) Schedule meeting to handle Customer Credits
- 11) No action on Lance Utility SRWMD on its own
- 12) Request SRCAP to complete redo of Gator Utilities/Espenship Investments rate study.
- 13) Check Ellisville Businesses on interest in water extension line to SWS site.
- 14) Little interest in Agricultural Rates however allow FRWA to complete analysis.
- 15) Proceed to develop a plan for the WWTP spray field project. Committee prefers plan to convert sprayfield plans to a new RIB system and supports the construction of a Utility Building at the spray field site.
- 16) Land Acquisitions Appraisals are underway on truck stop and Brown sites.

BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY

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Today's Date: <u>3/8/11</u> Name: 11 Chele Gummet	Meeting Date: 8/18/13
Nome in chele Cummet	Department: HR
1. Nature and purpose of agenda item:	FMLA request from
elicité emp	laina,

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

+ INTA

[] Yes Account No. _____

[] No Please list the proposed budget amendment to fund this request

Budget Amendment Number:____

FROM TO Account: Account:

AMOUNT

\$

For Use of County Manger Only:

) Consent Item [] Discussion Item

Board of County Commissioners

Memo

1

To:Board of County CommissionersFrom:Michele CrummittCC:Medical File of Requesting EmployeeDate:8/8/2011Re:Family Medical Leave Request

I have received a request for Family Medical Leave from an employee in the Library. The employee meets the eligibility requirements for the leave and has provided supporting medical documentation to Human Resources. She will exhaust her annual and sick leave prior to being placed on FMLA. In accordance with Federal law and BOCC Policy, her family medical leave will run for up to twelve weeks, beginning August 16, 2011 and expiring on November 8, 2011.



Ronnie Brannon, C.F.C.



State Constitution Tax Collector Proudly Serving Columbia County 135 NE Hernando Ave., Suite 125 • Lake City, Florida 32055-4006 (386) 758-1077 • (386) 758-7462 Fax

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RONNIE BRANNON, TAX COLLECTOR

RE: JUNKED EQUIPMENT

DATE: JUNE 8, 2011

Please remove from my office inventory and declare the following equipment junk:

County IDDescription12817GBC Shredmaster 3270M

RB/kk





Columbia County 164 SW Mary Ethel Lane Lake City, FL 32025 Telephone: (386) 752-5384 Fax: (386) 758-2173

MEMORANDUM

TO: Board of County Commissioners

FROM: Dr. Cindy Higgins, County Extension Director

DATE: August 8, 2011

Subject: Junk Surplus Property

I would like to request that the items listed below be declared "Junk" and ask that they please be removed from the Extension Office. The computers are outdated and the VCR and Printer are no longer in working order.

Gateway Computer (tower, monitor, keyboard, etc.)	#12913
Gateway Computer (tower, monitor, keyboard, etc.)	#12924
Gateway Computer (tower, monitor, keyboard, etc.)	#12929
Gateway Computer (tower, monitor, keyboard, etc.)	#12908
Dell Computer (No Decal – Serial Number: CBM8Q71)	
VCR	#04717
HP Printer	#07581

Thank you for your consideration of this request.

CH/ddc Attachments

cc: Inventory File

The Institute of Food and Agricultural Sciences (IFAS) is an Equal Employment Opportunity - Affirmative Action Employer authorized to provide research, educational information and other services only to individuals and institutions that function with non-discrimination with respect to race, creed, color, religion, age, disability, sex, sexual orientation, marital status, national origin, political opinions or affiliations. U.S. Department of Agriculture, Cooperative Extension Service, University of Florida, IFAS, Florida A. & M. University Cooperative Extension Program, and Boards of County Commissioners Cooperating.

#9

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date	8/11/11	_ Permit No	_ County Road SW Arrowhead	Terr Section No	
Permi	ttee Comcast (Cable_			
Addre	ss 5934 Richa	rd St, Jacksonville, FL 32216	Telephone N	Number 904-380-6420	
Maint	ain Proposed (CATV facilities SW Commerce	orida, hereinafter called the Coun b Dr near US Hwy 90 , 95' under	ground,	. · ·
FROM	1:		TO:		
Subm	itted for the Ut	ility Owner by: -Billie Lentes/	Agent for Comcast		/11
		Typed Name 8	Title Signa	ture Dat	e
Propo	sed work is wi RT WHITE ()	thin corporate limits of Munic . A letter of notification was π TecoGas	wn on the plans attached hereto ipality: YES (X) NO (). If YES nailed on 8/11/11	: LAKE CITY to the followin	g utility
again located The Pl at the 3. Thi and sh date o	immediately u d at 607 NW Q ERMITTEE's o Telep time of the 24 s PERMITTEI all be complet f permit appro	pon completion of work. The l Quinten St, Lake City, FL employee responsible for Main phone Number 904-545-3665 hour notice to starting work.) E shall commence actual const ed within 90 days after perr val, then PERMITTEE must r	all be notified twenty-four (24) h Public Works Director is Kevin J Telep ntenance of Traffic is James Ran ruction in good faith within _30_ nitted work has begun. If the beg eview the permit with the Colum rration facility that would affect	Kirby phone Number 386-719-72 nbo (This name ma days after issuance of per sinning date is more than 6 bia County Public Works	y be provided mit, 0 days from Director to
PERM	IITTEE.		y shall not interfere with the prop		upon public
proper 6. Purs mainte determ	ty pursuant to suant to Sectio nance, safe an ined by the Co	this permit shall not operate to n 337-403(1), Florida Statutes d efficient operation, alteratio olumbia County Public Works	o create or vest any property righ , whenever necessary for the con n or relocation of all, or any port Director and/or County Enginee ediately removed from said trans	t in said holder. Istruction, repair, improvention of said transportation f r, any or all utilities and	nent, facility as



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Utilities Permit Page Two Revised: 8/17/00

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to b entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between

within the

County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instructions: Minimum cover ofthirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations:------

It is understand and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these specialist instructions.

Submitted By: Billie Lentes/Agent for Comcast _____ Permittee

and

Place Corporate Seal

Signature and Title

Attested

Utilities Permit Page three Revised: 8/17/00

Recommended for Approval: Signature: ____ Title: Diacorol & Rubhe would DE-11.11 Date: ____

Approval by Board of County Commissioners, Columbia County, Florida:

YES() NO()

Date Approved: _____

Chairman's Signature: ____

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orisinal



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BINDING SPACE





-



AT&T JOB #: <u>13E61192N</u>



COLUMBIA COUNTY BOARD OF COUNTY COMMISIONERS UTILITY PERMIT

 Date:
 8/4/2011
 Permit No.
 County Road
 NW FAIRWAY DR
 Section No.

 Permittee
 AT&T SE Florida
 Address
 400 SW 2nd Avenue, Gainesville, FL 32601
 Telephone Number (352) 371-5272

Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain: <u>BURIED CABLE IN THE W ROW NW FAIRWAY DR GOING UNDER</u> <u>ROAD THROUGH EXISTING PIPE TO E ROW NW FAIRWAY DR GOING SOUTH IN ROW TO THE</u> <u>INTERSECTION OF NW FAIRWAY DR & NW EGRET LN APPROX 1065'</u>

FROM: <u>W ROW</u>	TO: EAST ROW <u>THEN SOUTH I</u>	N ROW	
Submitted for the Utility Owner by:	Linda Lewis, Assistant Engineer,	Riela Jam	8/4/2011
	Typed Name & Title	Signature	Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within the corporate limits of Municipality: YES (x) NO (). If YES: LAKECITY (x) FORT WHITE (). A letter of notification was mailed on $\underline{n/a}$ to the following utility owners:

2. The Columbia County Public Works Director shall be notifies twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is <u>Kevin Kirby</u>, located at <u>P.O. Box 969, Lake City, FL 32056</u> Telephone Number <u>(386) 752-5955</u> The PERMITTEE's employee responsible for Maintenance of Traffic is <u>Mike Brown</u>, Telephone Number (352) 336-5508 (This name may be provided at the time of the 24 hour notice to starting work).

3. This PERMITTEE shall commence actual construction in good faith within <u>30</u> days after issuance of permit, and shall be completed within <u>30</u> days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.

5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

6. Pursuant to Section 337.403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

Utilities Permit Revised: 08-28-00

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileged herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the Columbia County Board of County Commissioners from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on the Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between n/a and n/a within the County's right of way as set forth above. PERMITTEE, at its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instruction: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inch (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations:

It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these special instructions.

Submitted By: <u>AT&T SE Florida</u>	P	lace Corporate Seal
Permittee		Attested
	1	
	, AT&T Manager OPS Planning & Design	_
Signature Stuart Nolen	Title	

Utilities Permit Revised: 5/4/99

Recom	mended for Approval:
Signatu	ire:
Title	: Diverse of Public upers
Date	

Approved by Columbia County Board of County Commissioners:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____









TriTech Emergency Medical Systems Service Agreement for Technical Support

This Technical Support Agreement ("Agreement") is dated as of June, 2011 by and between TriTech Emergency Medical Systems Inc. (hereinafter referred to as "TriTech"), a Delaware Corporation, with offices at P.O. Box 276, Decorah, Iowa ("TriTech") and _____

_ with offices at ______("Customer").

I. Definitions

- a. The term "Program" shall have the meaning set forth in the Licensing Agreement.
- b. "Anniversary Date" shall refer to each anniversary of the Commencement Date.
- c. "Commencement Date" shall refer to the date the Program was delivered to Customer.
- d. "Licensing Agreement" shall mean the licensing agreement dated ______ between TriTech and Customer.
- e. "Initial Support Term" shall mean the 12-month period commencing on the Commencement Date.
- f. "Renewal Term" shall mean each 12-month period commencing on the expiration of the Initial Support Term.
- g. "Technical Support" shall mean those maintenance and technical services described in detail on Schedule A to this Agreement.
- h. "Support" when used without a modifier shall mean Technical Support.

II. Affirmation of Licensing Agreement

Customer hereby certifies that it has read, agrees with and hereby reaffirms each of the terms and conditions contained in the Licensing Agreement.

III. Technical Support

Subject to the terms and conditions contained herein, during the Initial Support Term and any applicable Renewal Term, TriTech shall provide to Customer the Technical Support described in Schedule A attached hereto. TriTech's obligations under this Section III with respect to a Renewal Term are contingent upon Customer's timely making the payments required by Section IV.1.

IV. Fees and Payment; Renewal of Technical Support

- 1. Support Fees and Renewal. Customer by purchasing a license to the Program has already paid for Technical Support for the Initial Support Term. Approximately 60 days prior to the expiration of the Initial Support Term, TriTech will invoice Customer for the upcoming Renewal Term, payable 12 months in advance. Customer may accept Technical Support for the upcoming Renewal Term by paying TriTech's invoice in U.S. Dollars. If Customer fails to pay such invoice prior to the commencement of the Renewal Term, TriTech may immediately, notwithstanding Section VI and without further notice to Customer, terminate and treat this Agreement as terminated.
- 2. Taxes. Support fees and other charges set forth in this Agreement include state and local taxes. In addition to the fees and charges due TrITech under this Agreement, Customer shall remain liable for and shall pay all other applicable taxes, including but not limited to federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Program, excluding taxes based on TriTech's income.

Initials ____



- V. Warranties and Limitations of Liability
 - 1. Limited Performance Warranty. TriTech warrants that it will use its reasonable best efforts to ensure that any Support it provides will be performed in a professional and workmanlike manner. TriTech agrees to use reasonable efforts to correct any error or defect in its provision of Support under this Agreement. The foregoing warranty and remedy do not expand or extend any limited warranties relating to the Program set forth in the relevant License Agreement. THE PROVISIONS OF THIS SECTION SET FORTH THE ENTIRE LIABILITY OF TRITECH AND THE SOLE REMEDIES OF CUSTOMER WITH RESPECT TO TRITECH'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
 - 2. Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL, OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITIY, TITLE, THE CONDITION OF ANY PRODUCT OR SERVICES, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.
 - 3. Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRITECH OR ITS SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PROGRAM, EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 4. Additional Limitation of Liability. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE TECHNICAL SUPPORT PROVIDED UNDER THIS AGREEMENT DURING THE TERM IN WHICH THE CLAIM ARISES.

VI. Termination

Subject to Section IV, if either party defaults in performing any material obligations required under this Agreement, the non-defaulting party may give written notice of its intention to terminate this Agreement, describing in reasonable detail the default. If the defaulting party fails to remedy such material default within thirty (30) days following such written notice, the non-defaulting party may terminate this Agreement unless such default is not reasonably susceptible to cure within said thirty (30) day period, and the default is cured. In such case, an extension of time to cure shall be at the mutual written agreement of the parties, consent to which shall not be unreasonably withheld by the non-defaulting party.

VII. General

1) Entire Agreement. This Agreement and the License Agreement constitute the entire agreement

Initials _____



between the parties with respect to the subject matter hereof, and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This Agreement may not be altered, modified, amended, changed, rescinded, or discharged in whole or in part, except by written agreement executed by both Customer and TriTech.

- 2) Assignment. This Agreement may not be assigned by Customer without the prior written consent from TriTech and any attempt to do so without TrITech's permission shall be void.
 - 3) Force Majeure. Notwithstanding anything to the contrary in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement (other than nonpayment of money or breach of confidentiality provisions) if such default, delay or failure to perform is shown to be due entirely to causes beyond reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lock-outs or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, or nuclear disasters.
 - 4) Governing Law. The validity and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law applicable to choice of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

TriTech Emergency Medical Systems Inc.

By: _____

Print Name: Terri K. Barry

Title: Director of Operations, EMS

TriTech Emergency Medical Systems Inc. P.O. Box 276 Decorah, Iowa 52101 By: ______ Print Name: Jody Duffee Title: Chairman

Customer Site Address:_____

Customer

Please help us provide the best support possible by answering these five questions:

1. Are you satisfied with the support that you receive from TriTech?

2. If you could make one change to TriTech support, what would it be?

3. Are you satisfied with your TriTech products?

4. Which modules do you have that you couldn't 'live' without?

5. How often do you visit the TriTech Support website?

Initials _____



Schedule A

This Schedule describes the terms and conditions relating to Technical Support that TriTech provide to Customer during the Initial Support Term and any Renewal Terms. The Technical Support Agreement described into this Schedule does not expand on or change the Program warranty provisions set forth in the License Agreement.

Product Updates:

Some TriTech products utilize underlying data that is sourced from third parties and is unique per customer. This data may have been provided with the program by TriTech, or may have been sourced independently. Updates or changes to this underlying data are not included in product updates. From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Program and incorporate them in a formal "Update" to the Program. If Customer is receiving Technical Support from TriTech on the general release date for an Update and is not in breach of the Technical Support Agreement, TriTech will provide the Customer with the Update and related documentation, both at no additional charge to the Customer for the update. The customer will be charged for shipping and handling if an update CD is requested and an alternative electronic download method is available.

Technical Support Services:

Telephone Assistance for Sweet-CAD, Sweet-Billing and Sweet-Field Data / Fusion ePCR. Customer will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 8:00 a.m. and 5 p.m. U.S. Central Standard Time) on regular business days, excluding TriTech holidays, to consult with TriTech Technical Support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include communicating via pcAnywhere, modem, or a website collaboration tool.

Sweet-CAD Extended Support. Emergency after hours support is available and should be contacted outside of normal business hours when the dispatching of ambulances is being disrupted by a malfunction of CAD. After-hours support information will be provided to the Dispatch Supervisor at the time of training.

Web Site Support. Online support is available 24 hours per day, offering Customer the ability to resolve its own problems with access to TriTech's most current information. Customer will need to enter its designated user name and password to gain access to the technical support areas on TriTech's Web site. TriTech's technical support areas allow Customer to: (i) search an up-to-date knowledge-base of technical support information, technical tips, and featured functions; (ii) access answers to frequently asked questions (FAQ); and (III) access current program releases and documentation.

Software Problem Reporting. Customer may submit to TriTech requests identifying potential problems in the Program. Requests should be in writing and directed to TriTech by e-mail or FAX. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Customer of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

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TriTech Technical Support Agreement

Initials _



Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any hardware or software product ("Nonqualified Products") other than the Program. If TriTech provides support services for a problem caused by a Nonqualified Product, or If TriTech service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's sole opinion, performance of Technical Support is made more difficult or impaired because of Nonqualified Products, TriTech shall so notify Customer, and Customer will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render Technical Support under this Agreement. Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Program. Underlying data used by the program, such as map data, is not considered part of the program. Changes or additions to the underlying data, whether this data was provided by TriTech or by another source, are not covered by this agreement. TriTech will charge time and materials for extra service at its current published rates for custom software services.

Customer Responsibilities:

In connection with TriTech's provision of Technical Support as described in this Exhibit, Customer acknowledges that Customer has the responsibility to do each of the following:

- Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Program;
- Supply TnTech with access to and use of all information and facilities determined to be necessary by TriTech to render the Technical Support described in this Exhibit;
- Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 5) Maintain a procedure external to the Program for reconstruction of lost or altered files, data, programs to the extent deemed necessary by Customer;
- 6) At all times follow routine operator procedures as specified in the Documentation;
- 7) Remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information; and
- Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Definitions of 45 C. F.R. § 160.103

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

(i) That identifies the individual; or

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TriTech Technical Support Agreement

Initials ____



With respect to which there is a reasonable basis to believe the information can be used to identify the individual. Business Associate Assurance

In the event that TriTech is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, TriTech agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Service Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its Internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech's obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

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Initials _



- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.

Initials _

District No. 1 - Ronald Williams District No. 2 - Rusty DePratter District No. 3 - Jody DuPree District No. 4 - Stephen E. Bailey District No. 5 - Scarlet P. Frisina

BIBI

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

August 9, 2011

MEMO

TO: Dale Williams

FR: Todd Manning

RE: Ambulance Mobile Data Terminals

During discussions in the July 22nd meeting between the County and Lifeguard ambulance service, it was determined and recommended we move forward with implementing the Mobile Data Terminals "MDT" and deploy them into the ambulances.

Changes were incorporated in dispatch in an attempt to shorten the EMS response times by changing from a static configuration to a posting plan. Dispatchers are now required to send closest unit available to the scene. In order for this process to work efficiently the dispatchers must know where the ambulances are at all times.

We have been utilizing the existing Comet Tracker AVL software, but it was determined not suitable due to long GPS response times, it can't be updated in real-time, and it will not work in conjunction with Smartcop CAD. The above mentioned, along with using multiple software applications, and hand written forms caused confusion between dispatchers and Lifeguard.

Included are quotes needed to deploy the MDT's into the ambulances. Total cost of implementation is \$12,199.17 with a budgetary impact of \$3,948.00 per year for Verizon data service.

> BOARD MEETS FIRST THURSDAY AT 7:00 P.M. AND THIRD THURSDAY AT 7:00 P.M.

Find a Laptop, Notebook, Desktop, Server, Printer, Software, Service, Monitor or TV at ... Page 1 of 2

Dell recommends Windows[®] 7.

50

View/Print Cart

Print Page

Columbla County Board of Commissioners

E-quote Number: 1004437236970

E-quote Name	EMS Laptops	E-Quote Description	CAD
Saved By:	Todd Manning	Phone Number:	(386) 719- 7442
	todd_manning@columbiacounty fla.com	Purchasing Agent:	
Saved On:	Monday, August 08, 2011	Notes/Comments:	
Expires On:	Wednesday, September 07, 2011	Additional Comments:	
Premier Page Name	Columbia County Board of Commissioners		
FL Contract: 250	-040-99-1		

Description

Dell Latitude E6420 - New! Date & Time: August 08, 2011 9:13 AM CST

SYSTEM COMPONENTS Dell Latitude E6420 - New!		05.	7			
Latitude E6420, Genuine Windows® 7 U English	ltimate,w XP Mode, No Media, 32-bit,	Qty Unit Price	, \$1,191.84			
Catalog Number:	84 W112					
Module	Description		Show Details			
Latitude E6420	Latitude E6420					
Operating Systems	Genuine Windows® 7 Ultimate,	Genuine Windows® 7 Ultimate,w XP Mode, No Media, 32-bit, English				
Processor	Intel® Core™ i5-2520M (2.50GHz, 3M cache) with Turbo BoostTechnology 2.0					
Memory	4.0GB, DDR3-1333MHz SDRA	4.0GB, DDR3-1333MHz SDRAM, 2 DIMMS				
Internal Keyboard	Internal English Dual Pointing K	Internal English Dual Pointing Keyboard				
Graphics	Intel® HD Graphics 3000	Intel® HD Graphics 3000				
Primary Storage	250GB 5400rpm Hard Drive					
Fingerprint and Contactless Smartcard Reader	No Fingerprint Reader and No Contactless Smartcard Reader					
LCDs	14.0" HD(1366x768) Anti-Glare	LED-backlit				
Modem	No Modem					
AC Adapter	90W A/C Adapter (3-pin)					
Primary Optical Device	8X DVD with Cyberlink Power DVD™, no media					
Camera/Microphone	Noise Cancelling Digital Array Microphone					
Wireless LAN (802.11)	Intel® Centrino® Advanced-N 6	205 802.11a/b/g/n H	lalf Mini Card			

http://premierecomm.dell.com/dellstore/PopUps/popup_print_cart.aspx?c=us&cs=rc978310... 8/8/2011

Systems Management	Intel vPro™ Technology's Advanced Management Features
Productivity Software	No Productivity Software
Primary Battery	6-cell (60WH) Primary Lithium Ion Battery
Support Services	3 Year Basic Hardware Service with 3 Year NBD Limited Onsite Service After Remote Diagnosis
Installation Services	No Onsite System Setup
Accidental Damage	3 Year Accidental Damage Service
Energy Star & EPEAT	Energy Star 5.0 Enabled / EPEAT Gold
System Recovery	Dell Back-up and Recovery Manager for Windows 7, Multiple Language
Processor Branding	Intel Core i5 vPro Label
Accidental Damage Energy Star & EPEAT System Recovery	3 Year Accidental Damage Service Energy Star 5.0 Enabled / EPEAT Gold Dell Back-up and Recovery Manager for Windows 7, Multiple Language

ACCESSORIES		
Dell 90W Auto/Air Adapter	Qty	7
Dell Part# 330-8105	Unit Price	\$70.19
Manufacture r Part# 28F6C		
Dell Part# 330-8105		

TOTAL: \$8,834.23

	Total Price
Sub-total	\$8,834.23
Shipping & Handling	\$0.00
Tax*	\$618.38
*Exemptions reflected in final checkout page only	
Total Price ¹	\$9,452.61

© 2011 Dell For customers of the 50 United States and the District of Columbia only. Large Text Site Terms | Terms of Sale | Privacy | Feedback

snCM56

Handy Worx of Florida, LLC 320 SW Ainsley Gien Lake City, Fl 32024



Date 8/8/2011 Estimate # 274

Name / Address Columbia County BCC PO Drawer 1529 Lake City, FL 32056

P.O. # Terms

Description	Qty		Rate	Total
Havis universal floor mounted computer stand with universal top		6	330.00	1,980.00
Wilson Electronics 301119 antenna with adapter for airca Installation of computer stand and roof mounted antenna		6 6	54.99 162.50	329.94 975.00
hanks for your business		Subtota	l`	\$3,284.94
			ax (7.0%)	\$0.00
Handy Worx of Florida, LLC		Total		\$3,284.94
jonny@handyworxfl.com p 386-697-3775 www.handyworxfl.com f 386-755-5325				

District No. 1 - Ronald Williams District No. 2 - Rusty DePratter District No. 3 - Jody DuPree District No. 4 - Stephen E. Bailey District No. 5 - Scarlet P. Frisina

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BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

August 3, 2011

MEMO

TO: BCC

FR: Bill Lycan, Code Enforcement Director

RE: Hazardous Lands Clean-Up

Attached you will find a list of (6) Six Properties located in Columbia County that we have received complaints on regarding Hazardous lands. We have attempted to contact property owners by certified mail with no avail.

As per County Ordinance 88-10 Hazardous Lands, I would like to request that the County perform or cause to perform the clean-up of said properties to bring properties into compliance and a lien be placed against each property by the County Attorney.

If you have any questions regarding this matter, please don't hesitate to contact me.

XC: Hazardous Lands File

BOARD MEETS FIRST THURSDAY AT 7:00 P.M. AND THIRD THURSDAY AT 7:00 P.M.

- 1. Cameron Terrace 3rd lot on Right Mobile Homes Jephtte Joseph Property ID # 33-35-17-06792-001
- 2. 400 SE Montrose Ave House Burnt Elvina Adams Property ID # 33-35-17-06637-000
- 1248 SE Lanvale Street House Burnt Connie Miklautsch Property ID # 33-35-17-06678-000
- 4. 223 NW Ethelind Ct. Burnt Mobile Home BOA Mortgage Holder Property ID # 28-35-16-02377-116
- 5. 118 NE Angus Way 2-Houses Sadie Cooper Property ID # 28-35-17-05668-000
- 136 NE Angus Way Mobile Home Jackie Cooper Property ID # 28-35-17-05645-000

#14

Columbia County Bid Tabulation

Bid No. 2011-Q	Date of Opening: 08/12/2011		Bid Title: Uniforms and Mats			
	Bidders	G & K Services	Unifirst			
Descriptior	1	Annual Price	Annual Price			
Total Bid Price		\$43,498.00	\$36,122.32			
Uniforms Annual Cost		\$20,829.12	\$19,037.72			
Mats & Dust Mops Annual Cost		\$18,816.20	\$13,704.60			
Towels & Wash Cloths Annual Cost		\$3,328.00	\$3,120.00			
Shop Towels Annual Cost		\$524.68	\$260.00			

Recommend that the contract be awarded to UniFirst. Their bid was responsive and low.

Chargf el