

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

NOVEMBER 16, 2015

AGENDA
INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Juvenile Court Administrator Bruce R. Howell
Creative Director Jim Leonard with Stamp Advertising Agency
Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC
Sheriff Derrick Cunningham
Probate Judge Steven L. Reed
Circuit Clerk Tiffany McCord

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Hall

Pledge of Allegiance Led By Vice Chairman Harris

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of November 2, 2015

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Authorization of Board Member Reappointments to Montgomery County Community Punishment & Corrections Authority Board, County Commission
2. Consider Authorization of Letter to the U.S. Environmental Protection Agency requesting the Agency to reconsider their Proposed Change to the Ozone Standard for Montgomery County, County Commission
3. Consider Authorization of Microsoft Enterprise Agreement Renewal for Software Products and Support, Information Systems
4. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
5. Consider Budget Change Request Number 14 for \$7,500 to Alabama Cattlemen's Association, for 2016 Alabama Junior Beef Expo, County Commission Appropriations
6. Consider Position Fill Requests – District Attorney's Office (3)
 1. Office Runner, Position Number 408080024
 2. Legal Support Assistant, Position Number 408020014
 3. Investigator I, Position Number 410002005
7. Consider Position Fill Requests – Engineering Department (4)
 1. County Road Equipment Operator I, Position Number 610551022
 2. County Road Equipment Operator I, Position Number 610551021
 3. County Road Equipment Operator I, Position Number 620551021
 4. County Road Equipment Operator II, Position Number 630552012
8. Consider Travel/Training Requests (4)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendee:

Project Director Ken Ward with Highland Gardens Neighborhood Revitalization Project

Reports from Staff:

County Attorney Gallion
Deputy Administrator
County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

NOVEMBER 16, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 26, 2015

County Holiday (Thanksgiving Day)

NOVEMBER 27, 2015

County Holiday (Thanksgiving Day)

DECEMBER 7, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 21, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

DECEMBER 24, 2015

County Holiday (Christmas Day)

DECEMBER 25, 2015

County Holiday (Christmas Day)

PERSONNEL ACTIONS

Fill action continues for 2 Appraiser II's – Appraisal Department
Fill action continues for 1 IT Technician – Information Systems
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 Maintenance Mechanic – Support Services Department
Fill action continues for 1 Community Corrections Technician – Community Corrections
Fill action continues for 27 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Detention Facility Accounts Manager – Detention Facility
Fill action continues for 2 Clerk II's – Detention Facility
Fill action continues for 3 Maintenance Mechanics – Detention Facility
Fill action continues for 1 Legal Support Assistant – District Attorney's Office
Fill action continues for 1 Secretary – District Attorney's Office
Fill action continues for 2 Investigator I's – District Attorney's Office
Fill action continues for 1 Case Manager I – District Attorney's Office
Fill action continues for 1 Officer Supervisor – District Attorney's Office
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 2 Traffic Control Technician I's – Engineering Department
Fill action continues for 1 CREO I – Engineering Department
Fill action continues for 1 Payroll & Benefits Assistant – Finance Department
Fill action continues for 1 Clerk III – Personnel Department
Fill action continues for 3 Customer Service Clerks – Probate Judge's Office
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Assistant Tag & License Supervisor – Probate Judge's Office
Fill action continues for 1 Clerk III – Sheriff's Office
Fill action continues for 2 Court Security Officer's – Sheriff's Office
Fill action continues for 2 Clerk Typist II's – Sheriff's Office
Fill action continues for 2 Deputy Sheriff's (Part-Time) – Sheriff's Office
Fill action continues for 1 Records & Identification Clerk – Sheriff's Office
Fill action continues for 1 Revenue Auditor – Tax and Audit Department
Fill action continues for 1 Clerk Typist II – Youth Facility
Fill action continues for 1 Court Operations Clerk I – Youth Facility
Fill action continues for 2 Juvenile Probation Officer I's – Youth Facility
Fill action continues for 3 Juvenile Detention Officer's – Youth Facility
Fill action continues for 4 Juvenile Detention Officer's (Part-Time) – Youth Facility
Fill action continues for 1 Juvenile Detention Supervisor – Youth Facility

November 16, 2015

11-16-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-30-15

Check Number	To	Check Number
256484		256539
Total Checks Paid		\$52,389.80

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

11-16-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-30-15

Check Number	To	Check Number
256540		256609
Total Checks Paid		\$151,656.55

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

AGENDA

NOV 16 2015

11-16-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-6-15

Check Number	To	Check Number
256610		256677
Total Checks Paid		\$71,264.03

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

AGENDA

NOV 16 2015

11-16-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-6-15

Check Number	To	Check Number
256678		256771
Total Checks Paid		\$234,937.18

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

MONTGOMERY COUNTY COMMISSION

11/16/15 Meeting

AGENDA

NOV 16 2015

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
11/13/15

Payroll Check Number	124210	To	Payroll Check Number	124273	\$ 47,400.80
Direct Deposits					\$ 870,680.20
Payroll Check Number	124274	To	Payroll Check Number	124297	\$ 269,230.01
Direct Deposits					\$ 379,776.93
Federal Deposits					\$ 338,104.70
Total Payroll Paid					\$ 1,905,192.64

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS PAID
ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE PAYROLL CHECK REGISTER

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA

ADMINISTRATOR

FLORENCE M. CAUTHEN

DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

AGENDA

NOV 16 2015

November 10, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board Reappointments

The County Commission, during its meeting on November 2, 2015, discussed board member reappointments to the Montgomery County Community Punishment & Corrections Authority.

Commissioner Walker recommended the reappointment of Board Member Robert E.L. (Bobo) Gilpin and Commissioner Williams recommended the reappointment of Board Member Frank Brown to the Montgomery County Community Punishment and Corrections Authority. The Commission agreed to reappoint Board Member James E. Williams to the Authority.

I am requesting approval of these reappointments.

DLM/tn

Attachment

Montgomery County Community Punishment & Corrections Authority

Members:**Term Expires:**

* Robert E. L. (Bobo) Gilpin Kaufman Gilpin McKenzie Thomas Weiss, PC P.O. Drawer 4540 Montgomery, Alabama 36103-4540 Direct Dial: 334-409-2236 Email: rgilpin@kgmlegal.com Carolyn Millender 3552 Dee Drive Montgomery, AL 36116 carmil1908@knology.net Home: 281-2108 Cell: 313-1653 Daniel Harris 3857 Colline Drive Montgomery, AL 36106 Home: (334) 239-7351 * Frank Brown, Chairman PO Box 6101 Montgomery, AL 36106-6101 Cell: 224-2281 Work: 353-4609 * James E. Williams P.O. Drawer 5130 Montgomery, AL 36103 Home: 834-4746 Work: 263-6621 Florence Cauthen 800 Cauthen Drive Montgomery, AL 36105 Cell: 318-7696 Florence.cauthen@gmail.com Larry Edward Spencer 6414 Philadelphia Hill Montgomery, AL 36117 Phone: 270-5538 lspencer@alasu.edu District Attorney Daryl Bailey Work: 832-2550 Sheriff Derrick Cunningham Work: 832-2593	12/1/2015 12/1/2016 12/1/2016 12/1/2015 12/1/2015 12/1/2015 12/1/2018
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Sheriff
District Attorney
All others

4 year term
6 year term
3 year term

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
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AGENDA

NOV 16 2015

November 10, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Letter to U.S. Environmental Protection Agency regarding Ozone Levels

The Montgomery County Commission, at its meeting on November 2, 2015, agreed to place on the next agenda a letter to the U.S. Environmental Protection Agency requesting the Agency to reconsider their proposed change to the Ozone Standard for Montgomery County.

I am requesting approval of this letter.

DLM/tn

Attachment



ESTABLISHED 1816

MONTGOMERY COUNTY COMMISSION

ELTON N. DEAN, SR., CHAIRMAN

DANIEL HARRIS, JR., VICE CHAIRMAN

ANDREW D. HALL

RONDA M. WALKER

JILES WILLIAMS, JR.

November 16, 2015

The Honorable Gina McCarthy
Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460

Dear Administrator McCarthy:

It has recently come to the attention of county officials that the Environmental Protection Agency (EPA) plans to tighten the standard for ground level ozone to 70 parts per billion. With a local air monitor measured by the Alabama Department of Environmental Management that typically registers just under 70 parts per billion for ozone, our county leadership is gravely concerned that your agency's proposed lower standard could negatively affect our county and the people and businesses who call it home.

Under the current standard of 75 parts per billion, Montgomery County has complied successfully with EPA standards, balancing the county's economic growth with sensible air standards. In fact, we believe Montgomery County to be a strong example of a community devoted simultaneously to new industrial opportunities and environmental stewardship. EPA's new standard, though, could upset that balance and endanger economic growth in Montgomery County and the surrounding areas that depend on jobs within our county's borders.

Should Montgomery County fail to meet the tighter standard for ground level ozone, new sources of air emissions such as new industry could be restricted and initiatives such as road construction could be placed in jeopardy. Ozone non-attainment could be very costly to local economic development efforts and represent a step backward for job growth during these tough economic times. You may be aware, for example, that Montgomery County is home to the first-ever Hyundai production plant built in the United States. This job-creating project continues to grow, as do others, but likely would not have been possible under ozone non-attainment.

Montgomery County is not alone, of course. Many counties currently monitored for ground level ozone could fall into non-attainment under EPA's tighter standard. The National Association of Manufacturers says the rule could be one of the most expensive regulations in our country's history. Some have reported that even some national parks could fail to meet a lower national ozone standard. This seems to us a consequence that calls into question the sensibility and purpose of your agency's proposal.

2-2

Gina McCarthy
November 16, 2015
Page 2

Montgomery County is dedicated to a clean environment for the people who choose to call our community home, but we could soon find ourselves on the wrong side of a new, seemingly-arbitrary measure of environmental quality. We urge you to reconsider your agency's proposed ozone standard and work with our local leaders to find a solution that doesn't endanger the tremendous economic progress our community is making.

Sincerely,

Elton N. Dean, Sr.
Chairman

cc: President Barack Obama
Senator Richard Shelby
Senator Jeff Sessions
Representative Mike Rogers
Representative Martha Roby
Representative Terri Sewell

ELTON N. DEAN, SR.
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October 28, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Letter to U.S. Environmental Protection Agency regarding Ozone Levels

During the County Commission meeting of October 5, 2015, Executive Director Lance Brown with the Partnership for Affordable Clean Energy (PACE) addressed the Commission regarding a proposal from the Environmental Protection Agency (EPA) that would change the surface-level ozone from 75 parts per billion to 70 parts per billion. He stated that lowering the standard could place Montgomery County in danger of a possible ozone non-attainment. Chairman Dean requested that he draft a proposed letter on behalf of the County Commission. A copy of the draft letter is attached, which has been reviewed and found acceptable by the Montgomery Area Chamber of Commerce.

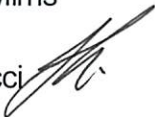
Should you have any questions, please contact me.

DLM/tn

Attachment

NOV 16 2015

Interoffice Memo

To: Donnie Mims**From:** Lou Ialacci **Cc:** Florence Cauthen, Tammy Nix**Date:** November 6, 2015**RE:** Microsoft Enterprise Agreement Renewal

I am requesting the Microsoft Enterprise Agreement (EA) standard contract renewal documents that I provided and discussed with the Commissioners in their November 2, 2015 work session be placed on the formal agenda for approval by the Commission in their November 16, 2015 meeting.

These are the standard forms required by Microsoft for the next three year renewal period - the Microsoft/Volume Licensing Program Signature Form, Enterprise Enrollment Volume Licensing State and Local, and the Document Revision Authorization Form.

Thank you,

Lou

their new product. I am going to try to cover the large increase with my current budget by working to eliminate duplicate services from other vendors that are now provided by Microsoft.

The EA has worked very well for the County for the past nine years. During the term of the agreement there is an annual adjustment at the end of each year for any new products or additional workstations installed during that year. In an effort to control costs and remain current in technology we have to evaluate the products and services offered to ensure we get the best value. This renewal allows the County to cover its increasing software needs. The County will also continue to have access to Microsoft's latest updates, their technical support, and have the security that we are in full compliance with Microsoft's licensing requirements.

I am requesting the County Commission approve putting the attached renewal documents on the agenda for November 16, 2015. Thank you

Program Signature Form

MBA/MBSA number		Proposal ID
Agreement number	01E73377	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-12057
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0390953.002_PSF
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Montgomery County Commission Signature* _____ Printed First and Last Name* Elton N. Dean, Sr. Printed Title Chairman Montgomery County Commission Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

5654712

Framework ID
(if applicable)

--

Previous Enrollment number
(Reseller to complete)

5654712

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date,

and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community

Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Montgomery County Commission

Contact name* First Lou **Last** Ialacci

Contact email address* louialacci@mc-ala.org

Street address* 100 South Lawrence Street

City* Montgomery

State/Province* AL

Postal code* 36104-4209

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* US

Phone* 334-832-1305

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices: English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State/Province*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Document Revision Authorization

By signing below, you agree to allow the SHI Microsoft Contracts audit team to make necessary changes and minor revisions to your Microsoft Enrollment including, but not limited to:

- Correcting typographical errors
- Adding/changing enrollment numbers
- Adding/changing amendment numbers

Additionally, you acknowledge and consent that:

- You will be notified of any change the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- No alteration by the SHI Microsoft Contracts team will alter your terms and/or pricing for your Enrollment.

Customer Name
Montgomery County Commission
Customer Representative Signature
Customer Printed Name and Title
Elton N. Dean, Sr – Chairman Montgomery County Commission
Date

3-15

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

NOV 16 2015

November 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *DLM*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

- C-2016-16: Alabama Cattlemen's Association, for the Alabama Junior Beef Expo during the Southeastern Livestock Expo - \$2,500; (Dean-\$500, Harris-\$500, Hall-\$500, Walker-\$500 and Williams-\$500)
- C-2016-17: Capital Area Adult Literacy Council, for General Operations and Books - \$1,000; (Hall)
- C-2016-18: Baptist Health Care Foundation of Montgomery, for Baptist Hospice Program - \$500; (Walker)
- C-2016-19: Huntingdon College, Department of Athletics, for Football Program, Attn: Coach Mike Turk - \$500; (Dean)
- C-2016-20: Huntingdon College, Department of Athletics, for Baseball Program, Attn: Coach D. J. Conville - \$500; (Dean)
- C-2016-21: Montgomery Community Action Agency, for Community Service Programs - \$5,000; (Williams)
- NC-2016-53: City of Montgomery, to be used by BONDS to Brookview Estates Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Williams)

4-1

MEMORANDUM
Sherrill Thomas, Finance Director
November 16, 2015
Page 2

NC-2016-54: BOE, Sydney Lanier High School, for Girls Volleyball Program - \$500; (Williams)

NC-2016-55: BOE, Brewbaker Technology Magnet High School, for Boys Basketball Program - \$500; (Williams)

NC-2016-56: Senior Citizens Christmas Luncheon for Richardson Terrace - \$1,095.00; (Williams)

NC-2016-57: Senior Citizens Christmas Dinner at Gibbs Village Community Center - \$657.00; (Williams)

NC-2016-58: Senior Citizens Christmas Luncheon at Flatwood Community Center, for Flatwood Seniors - \$1,095.00; (Williams)

NC-2016-59: Senior Citizens Christmas Dinner at Flatwood Community Center, for Montgomery Community Action Agency - \$1,368.75; (Williams)

NC-2016-60: Senior Citizens Christmas Luncheon at King Hill Community Center - \$1,314.00; (Williams)

NC-2016-61: Senior Citizens Christmas Luncheon at Patterson Court Community Cener - \$328.50; (Williams)

NC-2016-62: Alabama State University, Department of Athletics, for Football Program, Attn: Coach Brian Jenkins - \$1,500; (Dean)

NC-2016-63: Alabama State University, Department of Athletics, for Bowling Program, Attn: Coach Andrew Chatmon - \$500; (Dean)

DLM/tll

NOV 16 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 14

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas		11/2/2015
DATE:	11/2/2015		Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:			
Elected Official/Dept. Head		Administrator			Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama Cattlemen's Assn	001-56125.488	0	7,500	7,500
In House Misc Appropriations	001-59310.498	75,000	(7,500)	67,500
TOTAL		75,000	0	75,000

JUSTIFICATION:

Appropriation to the Alabama Cattlemen's Association to provide funding for the 2016 Alabama Junior Beef Expo.



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

AGENDA

NOV 16 2015

MEMORANDUM

TO: Donnie Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: October 26, 2015

SUBJECT: Position Fill Requests

I respectfully request the County Commission approve the three attached position fill requests. The vacancies were created by two retirements and one resignation. The Investigator I position is funded in our Child Support budget. The Legal Support Assistant and the Office Runner are funded in our general budget.

Please contact me if you have any questions.

Attachments

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Rhonda B. Cape

POSITION TITLE: Office Runner

POSITION NO: 408080024

PROPOSED EFFECTIVE DATE: November 9, 2015

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN () TRANSFER

() PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: A01-01-AO1-15

SALARY RANGE: \$20,635 - \$30,830

Pay step to be based upon the following rules:

(x) Promotions – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

*Merit dates do not change.

(x) Transfers – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

2

Funding

3

SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4

() Manpower data entered by: _____ Date: _____

() Payroll entered by: _____ Date: _____

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Azzie M. Taylor

POSITION TITLE: Legal SA

POSITION NO: 408020014

PROPOSED EFFECTIVE DATE: November 9, 2015

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN () TRANSFER

() PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: A05-01-AO5-15

SALARY RANGE: \$32,318 - \$48,286

Pay step to be based upon the following rules:

(x) Promotions – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

*Merit dates do not change.

(x) Transfers – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

2

Funding

3

SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4

() Manpower data entered by: _____ Date: _____

() Payroll entered by: _____ Date: _____

ORIGINAL

DISTRICT ATTORNEY
POSITION FILL REQUEST

DEPARTMENT HEAD: Daryl D. Bailey

SUPERVISOR: Michael J. Thomas

POSITION TITLE: Investigator 1

POSITION NO: 410002005

PROPOSED EFFECTIVE DATE: November 23, 2015

TYPE OF APPOINTMENT: (X) PERMANENT () TEMPORARY

RECRUITING:

(X) OPEN () TRANSFER

() PROMOTION (X) PROMOTION/TRANSFER

PAY GRADE: PS5-01-PS5-15

SALARY RANGE: \$57,188 - \$85,444

Pay step to be based upon the following rules:

(x) Promotions – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

*Merit dates do not change.

(x) Transfers – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

1 ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

2

Funding

3

SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4

() Manpower data entered by: _____ Date: _____

() Payroll entered by: _____ Date: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

AGENDA

NOV 16 2015

October 28, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
10/28/15

SUBJECT: Position Fill Requests for County Road Equipment Operator I Positions

It is respectfully requested that we be permitted to fill three County Road Equipment Operator I (CREO I) vacancies that have been created by recent promotions from CREO I to CREO II. Two of these positions are at our District I maintenance facility located on Terminal Road, and one of the positions is at our District II maintenance facility located on Meriwether Road.

Forwarded herewith are the position fill request forms pertaining to these vacancies. These positions are funded in our current FY 2016 budget. Please let me know if you have any questions or if any additional information is needed. Thank you for your assistance with this matter.

GCS/gcs

Attachments

C: File

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Engineering District 1
DEPARTMENT HEAD: George Speake
SUPERVISOR: Andrew McCall

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

1. Position Title CREO I

Position Number 610551022 - Replacing James D Willis Jr.

Proposed Effective Date November 9, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

(☒) Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade S04- 1 \$26096.

Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 a Promotions


Department Head

Date 10/23/15

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____
() Payroll entered by _____

Date _____
Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering District 1

DEPARTMENT HEAD: George Speake

SUPERVISOR: Andrew McCall

- | | |
|----------|----------------|
| 1. _____ | dept request |
| 2. _____ | admin review |
| 3. _____ | pers dept |
| 4. _____ | cert to admin |
| 5. _____ | dept selection |
| 6. _____ | final review |

1. Position Title CREO I

Position Number 610551021 - Replacing Jason Keller

Proposed Effective Date November 9, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

- (☒) Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade S04- 1 \$26096.

Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 a Promotions



Department Head

Date 10/23/15

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____
() Payroll entered by _____

Date _____
Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering District 2

DEPARTMENT HEAD: George Speake

SUPERVISOR: Ron Betts

- | | |
|----------|----------------|
| 1. _____ | dept request |
| 2. _____ | admin review |
| 3. _____ | pers dept |
| 4. _____ | cert to admin |
| 5. _____ | dept selection |
| 6. _____ | final review |

1. Position Title CREO I

Position Number 620551021 - Replacing Clarence Myrick

Proposed Effective Date November 9, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

- (☒) Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade S04 - 1 \$26,096.

Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 b Transfers


Department Head

Date 10/17/15

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____
() Payroll entered by _____

Date _____
Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION
Engineering Department
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190
www.mc-ala.org

October 23, 2015

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer


10/23/15

SUBJECT: Position Fill Request for County Road Equipment Operator II Position

It is respectfully requested that we be permitted to fill a County Road Equipment Operator II (CREO II) vacancy that will be created by the proposed November 1, 2015, retirement of the current employee in this position. This position is at our District III maintenance facility located at Ramer.

Forwarded herewith is the position fill request form pertaining to this vacancy. This position will be filled by promoting from within (no new hires) and is funded in our current FY 2016 budget. Please let me know if you have any questions or if any additional information is needed. Thank you for your assistance with this matter.

GCS/gcs

Attachment

C: File

POSITION FILL REQUEST

DEPARTMENT: **Montgomery County Engineering District 3**

DEPARTMENT HEAD: George Speake

SUPERVISOR: Rob Chancey

COMPLETED ACTION DATES

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. Position Title **CREO II**

Position Number **630552012 - Replacing Benjamin Berrey**

Proposed Effective Date **November 9, 2015**

Type of Appointment (x) Permanent () Temporary

Recruiting

(x) Promotional Register () Transfer
() Open Competitive Register () Reemployment

Pay Grade **S06 -1 \$24,198.**

**Pay Step to be based upon City /
County of Montgomery Personnel
Board Rules and Regulations, Rule
6 Section 10 b Transfers**


Department Head

Date 10/23/15

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

NOV 16 2015

Request # 3

Date: November 10, 2015
To: Donald L. Mims, Administrator
From: Ronda M. Walker, Commissioner
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: January 27, 2016 Return Date: January 28, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Legislative & Governmental Relations

Traveler (s) Name: 1. Ronda M. Walker 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$217.60 Advance Registration Required: \$190.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$190.00
Mileage - \$27.60

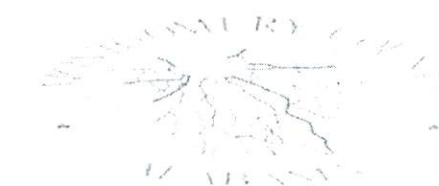
To: Ronda M. Walker, Commissioner
From: Donald L. Mims, Administrator

The above request is app. 11/16/15 reimbursement of actual and necessary expenses in the
approximate amount of \$217.60 and advance registration of \$190.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51100.265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$22,500.00
Approved Requests: \$227.60
Budget Available: \$22,272.40
Current Requests: \$217.60
Budget Balance: \$22,054.80

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/10/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

AGENDA

NOV 16 2015

Date: November 10, 2015
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL (The Hotel at Auburn University)
Departure Date: December 2, 2015 Return Date: December 3, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend 2015 ACCA Legislative Conference

Traveler (s) Name: 1. Dan Harris 4. _____
2. Florence Cauthen 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$862.20 Advance Registration Required: \$250.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$250.00 / Hotel - \$119.00
Mileage - \$193.20 / Meals - \$300.00

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator

The above request is app. 11/16/15 reimbursement of actual and necessary expenses in the
approximate amount of \$862.20 and advance registration of \$250.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$227.60</u>	
Budget Available:	<u>\$22,272.40</u>	
Current Requests:	<u>\$1,079.80</u>	
Budget Balance:	<u>\$21,192.60</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/12/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

NOV 16 2015

Request # 5

Date: November 10, 2015
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL , Birmingham Marriot
Departure Date: December 2, 2015 Return Date: December 3, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend 28th Annual Governmental Accounting & Auditing Forum (GAAF)

Traveler (s) Name: 1. Donald L Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$705.80 Advance Registration Required: \$300.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration -\$300.00, Mileage - \$105.80, Lodging 150.00, Meals - \$150.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 11/16/15 reimbursement of actual and necessary expenses in the
approximate amount of \$705.80 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$227.60</u>	
Budget Available:	<u>\$22,272.40</u>	
Current Requests:	<u>\$1,785.60</u>	
Budget Balance:	<u>\$20,486.80</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/12/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

NOV 16 2015

Request # 1

Date: November 3, 2015
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: December 8, 2015 Return Date: December 9, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend 2-Day Workshop: How to Communicate with Tact and Professionalism

Traveler (s) Name: 1. Brittany Lopez 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐

Total (est.) Cost: \$299.00 Advance Registration Required: \$299.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee: \$299.00

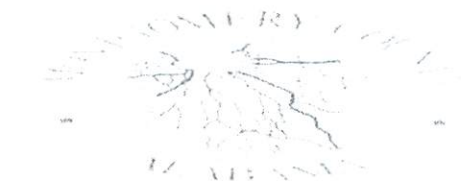
To: Carmen Douglas, Director
From: Donald L. Mims, Administrator

The above request is app. 11/16/15 reimbursement of actual and necessary expenses in the
approximate amount of \$299.00 and advance registration of \$299.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$2,182.95</u>	
Budget Available:	<u>\$17,817.05</u>	
Current Requests:	<u>\$299.00</u>	
Budget Balance:	<u>\$17,518.05</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/3/2015

cc: Finance Director / Buyer

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