

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JUNE 15, 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:

Executive Director Lynn Beshear with Envision 2020 and Executive Director Henry
Parker with the Montgomery Area Mental Health Authority
Honorable Charles Price
Probate Judge Steven L. Reed
Juvenile Court Administrator Bruce R. Howell

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 June 1, 2015

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing Regarding Application to the Department of Justice, for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2015, Sheriff's Office

NEW BUSINESS:

1. Consider Grant Application and Related Interlocal Cooperation Agreement with the City of Montgomery for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2015, Sheriff's Office
2. Consider Supplemental Agreement Number 1 to Preliminary Engineering Agreement for Resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway), Engineering Department
3. Consider Authorized User Agreement with Verizon Wireless, Information Systems
4. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
5. Consider Bid Award for Plant Mix, Bid No. 53000-15B-021, Engineering Department
6. Consider Bid Award for Air Filters and Service, Bid No. 51901-15B-023, Support Services
7. Consider Bid Award for Garbage Collection Service for County Buildings, Bid No. 51901-15B-022, Support Services
8. Consider Position Fill Requests – Detention Facility (2)
 1. Corrections Officer Trainee/Corrections Officer, Position Number 51
 2. Clerk II, Position Number 237
9. Consider Position Fill Request for County Road Equipment Operator I, Position Number 630551026, Engineering Department
10. Consider Abolishment of Personnel Technician Classification, Personnel Department
11. Consider Establishment and Reclassification of Personnel Associate Classification (CO0191), Pay Grade A07, Personnel Department

12. Consider Position Fill Request for Revenue Auditor, Position Number 810118007, Tax and Audit Department
13. Consider Travel/Training Requests (5)

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 Attendees:

Chief Appraiser Clay Henley
District Attorney Daryl Bailey

Reports from Staff:

Deputy Administrator
County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

JUNE 15, 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.

JULY 3, 2015

County Holiday (Independence Day)

JULY 6, 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.

JULY 20, 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.

AUGUST 3, 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.

AUGUST 17, 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.

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 Community Corrections Technician – Community Corrections
Fill action continues for 31 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Detention Facility Accounts Manager – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 1 Corrections Officer Corporal – Detention Facility
Fill action continues for 1 Stores Clerk I – 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 1 Investigator I – District Attorney's Office
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 1 CREO I – Engineering Department
Fill action continues for 1 CREO II – Engineering Department
Fill action continues for 1 Clerk III – Personnel Department
Fill action continues for 2 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 Supervisors – Probate Judge's Office
Fill action continues for 1 Customer Service Clerk (Part-Time) – Probate Judge's Office
Fill action continues for 1 County Archivist – 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 3 Deputy Sheriff's (Part-Time) – Sheriff's Office
Fill action continues for 4 Deputy Sheriff / Deputy Sheriff Trainees – Sheriff's Office
Fill action continues for 2 Deputy Sheriff, Corporals – Sheriff's Office
Fill action continues for 1 Court Operations Clerk I – Youth Facility
Fill action continues for 3 Juvenile Probation Officer I's – Youth Facility
Fill action continues for 1 Juvenile Detention Compliance Officer – Youth Facility
Fill action continues for 1 Juvenile Detention Officer – Youth Facility
Fill action continues for 4 Juvenile Detention Officer's (Part-Time) – Youth Facility

June 15, 2015

AGENDA

JUN 15 2015

06-15-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-29-15

Check Number	To	Check Number
253263		253309
Total Checks Paid		\$360,293.61

CHECK # PAYEE

253250-253262 VOIDED

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

AGENDA

JUN 15 2015

06-15-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-29-15

Check Number	To	Check Number
253310		253357
Total Checks Paid		\$148,026.71

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

AGENDA

JUN 15 2015

06-15-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-05-15

Check Number	To	Check Number
253358		253422
Total Checks Paid		\$120,792.70

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

AGENDA

JUN 15 2015

06-15-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 06-05-15

Check Number	To	Check Number
253423		253524
Total Checks Paid		\$500,638.16

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

06/15/15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
06/12/15

Payroll Check Number	122978	To	Payroll Check Number	123085	\$ 58,381.62
Direct Deposits					\$ 874,028.52
Payroll Check Number	123086	To	Payroll Check Number	123113	\$ 247,304.53
Direct Deposits					\$ 358,449.28
Federal Deposits					\$ 345,378.02
Total Payroll Paid					\$ 1,883,541.97

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



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

AGENDA

JUN 15 2015

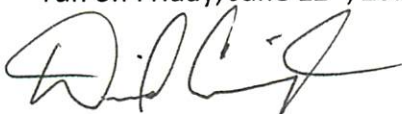
Date: 06-011-15

To: Mr. Donnie Mimms

From: Sheriff D. Cunningham

Subject: 2015 Edward Byrne Memorial Justice Assistance Grant

As you are aware on 05-14-15, the Sheriff's Office advised the County Commission of our intent to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) for the 2015 fiscal year. I would like to place the approval of the Inter local Coop Agreement along with the public hearing for comments on agenda of the next County Commission Meeting, Monday, June 15th, 2015. I have attached a copy of the ad that will be sent to the Montgomery Advertiser which will run on Friday, June 12th, 2015.


Sheriff D. Cunningham

Attachments:

Copy of first notice 05-15-15

Copy of press release

2015 JUN 11 AM 9:29

I'm planning to schedule this notice to appear in the Montgomery Advertiser on June 12, 2015.

PUBLIC HEARING

The Montgomery Police Department and Montgomery County Sheriff's Office will be holding a public hearing to discuss application to the Department of Justice, Justice Assistance Grant for the FY2015. The City Council will meet in the Council Auditorium of City Hall, 103 North Perry Street at 5:00 P.M. on Tuesday, June 16, 2015. The Montgomery County Commission will meet on the first floor of the Montgomery County Administration Building, Courthouse Annex III, 101 S. Lawrence Street. The meeting will begin at 9:30 A.M. in the Commissioner's Court on Monday, June 15, 2015. Anyone wishing to comment may do so at these times.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 15, 2015

MEMORANDUM

TO : Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : 2015 Edward Byrne Memorial Justice Assistance Grant

Please be advised that we are applying for the Edward Byrne Memorial Justice Grant (JAG Local) for the fiscal year of 2015. As required, we are notifying our local unit of government of our intention of applying for this grant along with the City of Montgomery. The total amount of this grant is \$65,763.00, which will be split with the City of Montgomery receiving 60% (\$39,458) of the grant and Montgomery County receiving 40% (\$26,305) of the grant. This grant requires no matching funds.

Please let me know if you have any questions.

DC/crv

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this _____ day of June 2015, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witnesseth as follows:

WHEREAS, this Agreement is made under the applicable laws of the State of Alabama to enter into agreements setting forth the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. Each of the City and the County are duly organized, under the laws of the State of Alabama, and each has full power and authority to execute, deliver and perform this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to pay the County approximately \$26,305.20, which represents 40 percent of the Award.

WHEREAS, the City and the County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, do hereby agree hereto as follows:

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately \$26,305.20 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2015 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

The City is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, monitoring their portion of the award, submitting reports including performance measure and program assessment data. The County has no responsibility or liability as to the City's portion of the JAG Award.

The County is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, assessment data, performance measures and program assessment data. The City shall have no responsibility or liability as to the County's portion of the JAG Award. The County is responsible for sending copies of all receipts and invoices for JAG purchases to the City for auditing purposes. These receipts should be sent as soon as received.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishings of the services by the other party.

E. Administrrating Funds

The City agrees not to use any of the JAG Award for costs associated with administering the JAG Award. The City further agrees not to charge the County any fee for administering the JAG Award. The only cost to be deducted from the entire JAG Award is that of public notification.

F. Disparate Certification

The parties both agree that the County is entitled to a disparate allocation.

G. Accounting

Each party shall be responsible for all required accounting of their portion of the JAG Award. The City shall submit all quarterly reports as required by the US Department of Justice, Office of Management and Budget for both City and County Agencies for the entire grant period as well as performance reports.

H. Public Notification

The City is responsible for proper advertising of the receipt of the JAG Award consistent with all applicable rules, statutes and regulations.

I. Imposition of Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the County.

Nothing in the performance of this Agreement shall impose any liability for claims against the City.

J. Third Parties

Nothing herein shall be construed to provide any rights to any third party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

K. Entire Agreement

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

L. Miscellaneous

If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or portion of this Agreement.

This Agreement shall ensure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

This Agreement shall be governed as to its validity, construction and performance by the laws of the State of Alabama.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall, when taken together, constitute but one and the same agreement.

The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

CITY OF MONTGOMERY, ALABAMA

City Clerk

By: _____

Mayor

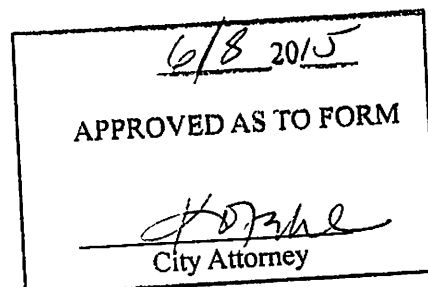
ATTEST:

MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery
County Commission

By: _____

Chairman, Montgomery County
Commission



ACKNOWLEDGEMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Todd Strange and Brenda Blalock whose names, as Mayor and City Clerk, respectively, of the City of Montgomery, are signed to the foregoing Agreement, and who are known to me, as such Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and the act of City of Montgomery.

Given under my hand and seal on this the ____ day of July, 2015.

Notary Public

My commission expires: _____

ACKNOWLEDGEMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Elton N. Dean and Donald L. Mims whose names, as Chairman and County Administrator, respectively, of the County Commission of Montgomery County, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me, that being informed of the contents of said Agreement, they, as such Chairman and County Administrator, respectively, and with full authority, executed the same voluntarily for and the act of County Commission of Montgomery County, Alabama.

Given under my hand and seal on this the ____ day of July, 2015.

Notary Public

My commission expires: _____

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

JUN 15 2015

May 27, 2015

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake 5/27/15

SUBJECT: Approval of Supplemental Agreement No. 1 to the Preliminary Engineering (PE) Agreement for Resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of Supplemental Agreement No. 1 to the agreement, between Volkert, Inc. and Montgomery County, for Preliminary Engineering (PE) on the above referenced project. This Supplemental Agreement is a no cost, one year time extension to the original agreement that will expire on August 18, 2015.

This is for your information, review and further handling. If you should have any question, please contact, James Kelley at 832-1342.

GCS/jmk

Attachments

C: File



Volkert, Inc.
3809 Moffett Road (36618)
P.O. Box 7434
Mobile, AL 36670-0434

Office 251.342.1070
Fax 251.342.7962
volkert@volkert.com

www.volkert.com

May 26, 2015

Mr. George G. Speake, P.E.
County Engineer
Montgomery County
100 S. Lawrence Street
Montgomery, AL 36104

SUBJECT: Volkert Project No. 435400.02 - Roadway Design Services for Vaughn Road Widening and Resurfacing, from Taylor Road to Chantilly Parkway, Supplemental Agreement No. 1

Dear Mr. Speake:

Please find attached a signed copy of the above referenced supplement. Please sign and return to us at your earliest convenience.

If you have any questions or concerns, please feel free to call.

Sincerely,

David M. Webber, P.E.
Senior Vice President
COO Gulf Design Region

DMW/ldj

Enclosures

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Pensacola, Tampa, Florida • Atlanta, Georgia
Collinsville, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana • Jackson, Mississippi • Jefferson City, Missouri
Raleigh, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee • Alexandria, Virginia • Washington, D.C.



**SUPPLEMENTAL AGREEMENT NO. 1
TO CONTRACT FOR PROFESSIONAL SERVICES
DATED FEBRUARY 18, 2014 BETWEEN
THE COUNTY OF MONTGOMERY, ALABAMA
AND VOLKERT, INC.**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the ____ day of _____, 2015, by and between the **County of Montgomery, Alabama**, (hereinafter called the OWNER), and **Volkert, Inc.** (hereinafter called the CONSULTANT);

WITNESSETH, THAT:

WHEREAS, the OWNER and the CONSULTANT entered into an Agreement on the 18th day of February, 2014 (Original Contract), whereby, the CONSULTANT is to provide all necessary professional services associated with Roadway Design Services for Vaughn Road Widening and Resurfacing, from Taylor Road to Chantilly Parkway in Montgomery County, all as more specifically set forth in said Agreement, and

WHEREAS, the OWNER now desires to proceed with additional services as described below.

WHEREAS, the CONSULTANT is agreeable to completing the required work for fees that are acceptable to the OWNER.

NOW THEREFORE, it is hereby agreed between the parties hereto that the Original Contract be supplemented as follows:

Scope of Work to be provided as follows:

NO CHANGE

Method of compensation to be as follows:

NO CHANGE

Time or beginning and completion of work to be as follows:

Contract Period shall be extended to August 18, 2016.

All work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Contract, and all requirements of said Agreement except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement on the day and year first above written.

COUNTY OF MONTGOMERY,
ALABAMA

Attest: _____
Name: _____
Title: _____

Name: _____
Title: _____

Federal Employer ID # (Corporation): _____

Social Security # (Individual): _____

Attest: *Laura D. Jackson*
Name: Laura D. Jackson
Title: Administrative Assistant

VOLKERT, INC. *David M. Webber*
Name: David M. Webber, P.E.
Title: Senior Vice President
COO / Gulf Design Region

THIS SECTION INTENTIONALLY LEFT BLANK.

JUN 15 2015

Interoffice Memo**To:** Donnie Mims**From:** Lou Ialacci **Cc:** Florence Cauthen, Sheriff Cunningham,**Date:** May 23, 2015**RE:** Verizon New Contract for Legal Opinion and Discussion

Verizon Wireless has invoked language in our current GSA contract that has significant ramifications to the County and more specifically to the Sheriff's Office and all Public Safety. The change has reduced data usage from "unlimited" to a monthly fixed amount (5 GB) that can be transmitted over the Verizon network. This impacts all patrol and other public safety vehicles and personnel. The network is used for Automated Vehicle Location (AVL) systems, vehicle cameras, automated driver's license lookup, National Crime Information Center (NCIC), soon to be installed body cameras, and the online Sheriff's Office management systems used in the field.

Verizon is requiring that the County enter into a new contract with them to avoid the restrictions in the current contract. This change by Verizon is affecting all their customers on the GSA contract. I have had several meetings with the Verizon representatives about the changes and unfortunately the new contract is our best alternative. Verizon continues to be the best provider of coverage for the entire county at this time. I think this is very unfair of Verizon and I have not been able to get a satisfactory answer as to why they are doing this.

I am requesting the County Attorney review the attached documents before I submit them to the Commission for their approval. The attached contract has been approved and awarded to Verizon by the State of Alabama. The pricing terms and all other administrative areas will remain the same for our account. The biggest effort will be required of the IT department when we have to move all our accounts from the current Verizon contract to the new one.

I would also like to brief the Commissioners in the June 1, 2015 work session about this situation. This would then make it possible, subject to the attorney's approval, to put the new contract on the formal agenda for June 15, 2015.

Thank you for your assistance and cooperation on this matter.

Lou



WESTERN STATES CONTRACTING ALLIANCE #1907
AUTHORIZED USER AGREEMENT

Verizon Wireless ("Vendor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Contract for Services of Independent Contractor #1907 ("Contract") with an effective date beginning on April 16, 2012 through and including June 30, 2019 and any and all amendments and/or addenda thereto. Pursuant to the Contract, the State of **Alabama** has entered into a Participating Addendum ("PA") designating **Montgomery County Commission**, a government entity, not for profit entity or a private education entity as an authorized user ("Authorized User").

In accordance with the definitions, terms and conditions set forth in the Contract and/or PA, the authorized entity may purchase wireless services and products under the terms, conditions, and pricing established by the Contract and/or PA for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. The Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract and/or PA;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, PA, User Agreement, any and all amendments, addenda and schedules as the Customer may specify from time to time, as well as the terms and conditions of all calling plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User agrees to the terms and conditions of the WSCA Master Agreement including the disclosure of limited account information as part of the contractual reporting requirements to WSCA Administration and the participating state;
- (5) Authorized User will ensure that this User Agreement will be used only in support of government, not for profit or private education business;
- (6) The undersigned represents and warrants that he/she has the power and authority to execute this User Agreement, bind the respective Authorized User, and that the execution and performance of this User Agreement has been duly authorized by all necessary Authorized User action; and
- (7) The undersigned is duly authorized by the Authorized User to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Vendor to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, the Contract, the PA, and execute Customer Agreements for the lines of wireless service, subject to the additional terms and conditions therein.

Customer Address:
Customer Phone number:
Customer Email address:

Authorized Signature:
Name:
Title:
Date:

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Contract Number: 1907
(hereinafter "Contractor")**

And

**Participating Entity Name: State of Alabama
(hereinafter "Participating Entity")**

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state's statutes to utilize state/entity contracts.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to WSCA rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees.

3. Intentionally Omitted.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Street Address	515 E. Musser St, Suite 300
City, State, & Zip	Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Cellco Partnership d/b/a Verizon Wireless
Street Address	8350 East Crescent Pkwy, Attn: RJ Fenolio
City, State, & Zip	Greenwood Village, CO 80111
Telephone	(702) 283-2200
Fax	(866) 917-8701
E-mail	rj.fenolio@verizonwireless.com

Participating Entity

Name	Michael A. Jones, State Purchasing Director
Street Address	100 N. Union Street, Suite 192
City, State, & Zip	Montgomery, AL 36130
Telephone	(334) 242-7250
Fax	(334) 242-4419
E-mail	Michael.Jones@purchasing.alabama.gov

6. Subcontractors:

NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: T302 and the Lead State price agreement number: 1907.

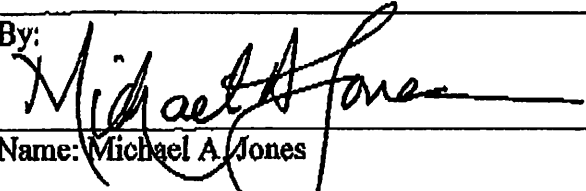
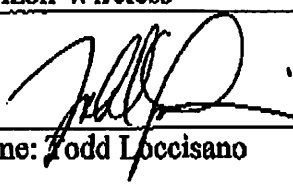
This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

Purposely Left Blank

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Alabama	Contractor: Celco Partnership d/b/a Verizon Wireless
By: 	By: 
Name: Michael A. Jones	Name: Todd Luccisano
Title: State Purchasing Director	Title: Executive Director, Enterprise and Government Contracts
Date: 8/15/14	Date: August 12, 2014

[Additional signatures as required by Participating State]

ADDITIONAL TERMS AND CONDITIONS TO PARTICIPATING ADDENDUM

For: The State of Alabama **Under the WSCA Master Agreement 1907**

Utilization Reports – Monthly

A utilization report shall be submitted to the Alabama Department of Finance, Division of Accounting and Administration for all state and local government entities purchases providing the following information:

The reports shall be in an Excel format. The reports will provide statistical data on all purchases made from the awarded contract by state and local procurement entities for the reported month. The reports shall be sent electronically (no hard copies required or permitted) to: telecom.admin@isd.alabama.gov. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement.

The report shall be detailed; broken down by line item and include the following data:

1. Contract Number
2. Reporting Month and Year
3. Agency or local government entity
4. Grand totals for each category above.
5. The Administrative Fee Dollar amount paid to the State each reported month.

ADMINISTRATIVE FEE – Monthly

The contractor shall submit a check, in addition to the utilization report, payable to the State of Alabama for the calculated administrative fee for an amount equal to one percent (1%) of total dollar amount for all sales made as stated above for a monthly period. The payment of the 1% Administrative Fee will reduce the generally available WSCA discount by 1% to all participants under this agreement. A report is due even when there is no activity. The administrative fee and utilization report will be made on or before the 20th day of each month for the prior month's transactions made. The administrative fee will represent a one time payment for all sales made in the prior month and as adjusted for error corrections associated with earlier month.

The administrative fee check should be submitted to the following address:

Alabama Department of Finance
Division of Accounting and Administration
P. O. Box 300658
Montgomery, AL 36130-0658

SPECIAL TERMS AND CONDITIONS

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

This contract/agreement shall not exceed the terms of the original contract nor shall it exceed five (5) years.

Contract vendor must be registered and maintain active registration with State Purchasing for the life of the contract. Registration may be completed by following the "Vendor Registration" link at www.purchasing.alabama.gov.

Contract vendor must comply with Beason-Hammon Alabama Taxpayer and Citizen Protection Act requirements.

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

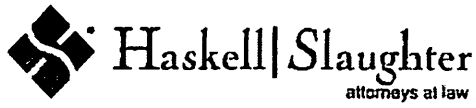
Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

Contract vendor(s) should provide the in-state government sales representative's contact information as well as a secondary contact to include a phone number and email address. Any changes should be immediately presented to the Division of Purchasing.

Netbooks, Tablets, iPads and related equipment cannot be purchased from this contract; however agencies must utilize this contract to get service for these devices. Contract users cannot purchase push-to-talk devices and services for such devices from this contract per the Code of Alabama 41-16-27 as amended 2014-343.

The State of Alabama does not pay Federal, State or Local Excise Tax, E-911 tax, state or local sales tax. The State is required to pay the Alabama Mobile Telecommunications Services Tax, which is currently 6%.

Vendors will not require State agencies using this contract to sign any additional documents in order to receive service and/or equipment. A purchase order is the only document that will be submitted to the vendor.



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

June 10, 2015

TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Authorized User Agreement with Verizon Wireless

I have reviewed your memorandum of June 4, 2015, and a memorandum from Lou Lalacci dated May 23, 2015. At the last county commission meeting Lou explained in great detail this contract and the problems therein.

However, as Lou stated then and has now restated in his memorandum, Verizon provides the best service. It is required under the Constitution of Alabama 1901 that the County provide for public health, safety, education, and general welfare of the citizens of Montgomery County. In that this is a vital communication system for the sheriff's department, and other related areas, I think it would be in the best interest of the citizens of Montgomery County for the Montgomery County Commission to enter into this contract with Verizon.

I am also of the opinion that the services provided for in the agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why Montgomery County cannot execute the agreement if it is the desire of the Montgomery County Commission.

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
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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

JUN 15 2015

June 15, 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:

NC-2015-106: City of Montgomery, to be used by BONDS to Support the Brighton Area Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

DLM/tlm

JUN 15 2015

Memo

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager *msl*
Date: May 27, 2015
Re: Invitation to Bid No. 53000-15B-021
Plant Mix

Request approval of award on the above referenced Invitation to Bid, to the low bidder , MidSouth Paving, Inc. in the amount \$241.75, based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

This will be a one (1) year contract, with the option to renew for two (2) years in one year periods. A price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with George Speake, County Engineer and James Kelley, Assistant County Engineer.

Attachment

Montgomery County Commission

[illegible]

5-2

JUN 15 2015

Memo

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager *MLS*
Date: May 28, 2015
Re: Invitation to Bid No. 51901-15B-023
Air Filters and Service

Request approval of award on the above referenced Invitation to Bid, to the low bidder , Filter Service Company, Inc., in the amount \$22,769.35, based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

This will be a one (1) year contract, with the option to renew for two (2) years in one year periods. A price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Pat Litchfield, Plant Maintenance Engineer.

Attachment

3% Local Bid Preference Calculation

Lowest Bid:

<u>Filter Service Company, Inc.</u>	\$22,769.35
-------------------------------------	-------------

3% Local Preference	<u>683.08</u>
----------------------------	----------------------

Maximum Awardable Amount	\$23,452.43
---------------------------------	--------------------

Montgomery County Vendor Bid:

<u>Filters Services of Alabama</u>	<u>\$28,369.53</u>
------------------------------------	--------------------

Award of bid:

<u>Filter Services Company, Inc.</u>	<u>\$22,769.35</u>
--------------------------------------	---------------------------

Purchasing Department

[illegible]

Notes:

6-3

- 41-16-57. Awarding of contracts generally; preference to be given to Alabama commodities, firms, etc., in contracts for purchase of personal property or contractual services; rejection of bids; records as to awarding of contract to be open to public inspection; maximum duration of contracts for purchase of personal property or contractual services.
- 41-16-58. Bond for faithful performance of contract may be required.
- 41-16-59. Assignment of contracts.
- 41-16-60. Conflicts of interest of members or officers of governing bodies or instrumentalities of counties, municipalities and certain state and local institutions generally; making of purchases or awarding of contracts in violation of article.
- 41-16-61. Institution of actions to enjoin execution of contracts entered into in violation of article.
- 41-16-62. Provisions of article not applicable to certain municipal contracts.
- 41-16-63. Provisions of article cumulative.

Section 41-16-50. Contracts for which competitive bidding required generally.

(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving seven thousand five hundred dollars (\$7,500) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of seven thousand five hundred dollars

(\$7,500) or more, made by or on behalf of any state trade school, state junior college, state college, or university under the supervision and control of the State Board of Education, the city and county boards of education, the district boards of education of independent school districts, the county commissions, the governing bodies of the municipalities of the state, and the governing boards of instrumentalities of counties and municipalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions, except as hereinafter provided, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder. Prior to advertising for bids for an item of personal property, where the county, a municipality, or an instrumentality thereof is the awarding authority, the awarding authority may establish a local preference zone consisting of either the legal boundaries or jurisdiction of the awarding authority, or the boundaries of the county in which the awarding authority is located, or the boundaries of the Standard Metropolitan Statistical Area (SMSA) in which the awarding authority is located. If no such action is taken by the awarding authority, the boundaries of the local preference zone shall be deemed to be the same as the legal boundaries or jurisdiction of the awarding authority. In the event a bid is received for an item of personal property to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone where the county, a municipality, or an instrumentality thereof is the awarding authority, and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price.

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a) within the same county or adjoining counties, or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials,

Memo

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager *MLS*
Date: May 28, 2015
Re: Invitation to Bid No. 51901-15B-022

Garbage Collection Service for County Buildings

Request approval of award on the above referenced Invitation to Bid, to Advanced Disposal Services Alabama, LLC for item number 2, 5, 8 and 11 for the amount \$4,428.00, based on unit pricing; Alabama Dumpster Service LLC for item number 4 for the amount of \$1,041.60, based on unit pricing and to Sea Coast Disposal Inc., for items number 1, 3, 6, 7, 9, 10, 12 and 13A for the amount of \$54,965.76, based on unit pricing. (Copy of spreadsheet attached.)

Award of the bid on an item by item basis resulted in a savings of \$2,622.00.

This will be a one (1) year contract, with the option to renew for two (2) years in one year periods. A price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Pat Litchfield, Plant Maintenance Engineer.

Attachment

Purchasing Department

[illegible]

Notes Items 11, 12, 13A and 13B on next page

7-2

Purchasing Department

ABSTRACT FOR BIDS:						BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 51901-15B-022						Advanced Disposal Attn: Darryon Robinson 1121 Wilbanks Street Montgomery, AL 36108 Phone: 866-252-0458 Fax: 334-283-2670	Alabama Dumpster Service Attn: Landon Dansby P. O. Box 279 Hope Hull, AL 36043 Phone: 334-288-1500	Sea Coast Disposal, Inc. Attn: Matthew Brigrance 3461 Coosada Ferry Road Montgomery, AL 36111 Phone: 910-233-2862	TOTER NO BID	Prices paid for garbage collection the last 3 years; Waste Away (12) Advanced Disposal (11 & 13A)					
ISSUED: MAY 7, 2015															
BID OPENED: MAY 20, 2015															
SUPPORT SERVICES															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
11	Dumpster: Open Top Ramer 20 CY														
	Haul Charge	EA	24	\$87.50	\$2,100.00	\$160.00	\$3,840.00	\$100.00	\$2,400.00			\$140.00	\$3,360.00		
	Landfill Cost Per Ton	EA	24	\$35.00	\$840.00	\$36.00	\$864.00	\$40.00	\$960.00			\$38.50	\$924.00		
				\$122.50	\$2,940.00	\$196.00	\$4,704.00	\$140.00	\$3,360.00			\$178.50	\$4,284.00		
12	Compactor: 20 CY Courthouse														
	Haul Charge	EA	26	\$125.00	\$3,250.00	\$125.00	\$3,250.00	\$100.00	\$2,600.00			\$125.00	\$3,250.00		
	Landfill Cost Per Ton	EA	270	\$35.00	\$9,450.00	\$33.00	\$8,910.00	\$40.00	\$10,800.00			\$28.00	\$7,560.00		
				\$160.00	\$12,700.00	\$158.00	\$12,160.00	\$140.00	\$13,400.00			\$153.00	\$10,810.00		
13A	Compactor: 40CY Ramer Rental - New	MO	12	\$425.00	\$5,100.00	\$405.00	\$4,860.00	\$275.00	\$3,300.00			\$475.00	\$5,700.00		
	Haul Charge	EA	104	\$125.00	\$13,000.00	\$160.00	\$16,640.00	\$100.00	\$10,400.00			\$140.00	\$14,560.00		
	Landfill Cost Per Ton	EA	494	\$35.00	\$17,290.00	\$36.00	\$17,784.00	\$40.00	\$19,760.00			\$38.50	\$19,019.00		
				\$585.00	\$35,390.00	\$601.00	\$39,284.00	\$415.00	\$33,460.00			\$653.50	\$39,279.00		
13B	Compactor: 40CY Ramer Rental - Re-conditioned	MO	12	\$375.00	\$4,500.00	\$405.00	\$4,860.00	\$275.00	\$3,300.00						
	Haul Charge	EA	104	\$120.00	\$12,480.00	\$160.00	\$16,640.00	\$100.00	\$10,400.00						
	Landfill Cost Per Ton	EA	494	\$35.00	\$17,290.00	\$36.00	\$17,784.00	\$40.00	\$19,760.00						
				\$530.00	\$34,270.00	\$601.00	\$39,284.00	\$415.00	\$33,460.00						
Total Bid Amount of Items 11,12 and 13A					\$51,030.00		\$56,148.00		\$50,220.00						
Total Bid Amount of Items 11,12 and 13B					\$49,910.00		\$56,148.00		\$50,220.00						\$54,373.00

Notes

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

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AGENDA

JUN 15 2015

June 4, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on June 1, 2015, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 51
- (2) Clerk II, Position Number 237

I am requesting approval of these items.

DLM/tn

Attachments

8-2

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Clerk II

Position Number 237

Proposed Effective Date May 26, 2015

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

Pay Grade A02 Clerk II \$22,485-\$32,008

Derrick Cunningham
Department Head

Date May 13, 2015

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 _____ 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

JUN 15 2015

May 21, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
5/21/2015

SUBJECT: Position Fill for County Road Equipment Operator I

It is requested that we be permitted to fill a recently vacated County Road Equipment Operator I (CREO I) (tractor driver) position at our District III maintenance facility in Ramer. This vacancy resulted from the recent promotion of an existing CREO I to a CREO II (truck driver) vacancy that was created due to the January 1, 2015, retirement of Mr. Essex Williams. Please recall the CREO II promotional position fill was approved at the May 18, 2015, Commission meeting.

This position will be filled by promoting from within and will not involve any new hires. Funding for this position is already included in our current FY 2015 budget.

Forwarded herewith is the position fill request form pertaining to this County Road Equipment Operator I vacancy for placement on the nearest possible Montgomery County Commission meeting agenda. Thank you for your assistance with this matter.

GCS/gcs

Attachment

cc: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering District 3

DEPARTMENT HEAD: George Speake

SUPERVISOR: Rob Chancey

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 630551026 (replacing Matthew Davis)

Proposed Effective Date June 8, 2015

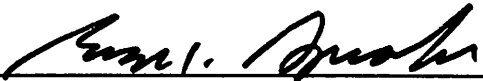
Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade S04-1

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


Department Head

Date 5/21/2015

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 _____ Date _____
() Payroll entered by _____ Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
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MONTGOMERY COUNTY COMMISSION

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AGENDA

JUN 15 2015

June 11, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Abolishment of Personnel Technician Classification

The Montgomery County Commission, at its meeting on June 1, 2015, agreed to place on the next agenda the abolishment of a Personnel Technician Classification.

I am requesting approval of this item.

DLM/tn

Attachment

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
RANDALL B. JAMES

27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

MEMORANDUM

TO: Montgomery County Commission

FROM: Carmen Douglas 
Personnel Director

DATE: May 21, 2015

SUBJECT: New Position

In reviewing the Personnel Department's structure and organization, I am recommending the creation of a new classification and the abolishment of another classification.

I would like to create a new classification titled, Personnel Associate, at paygrade A7 (39,896 – 56,793) and abolish Personnel Technician at paygrade A6 (35,600 – 50,677). This recommendation is based on the implementation of new online employment software, which will create the transfer, deletion, and addition of duties for several positions.

Additionally, I would like to re-classify Margaret Broekhoven, currently in the Personnel Technician, to the new position, Personnel Associate.

Your consideration is greatly appreciated.

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

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AGENDA

JUN 15 2015

June 11, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Establishment and Reclassification of Personnel Associate Classification

The Montgomery County Commission, during their meeting on June 1, 2015, agreed to place on the next agenda the establishment of a Personnel Associate classification (CO0191), Pay Grade A07 with the Montgomery City/County Personnel Department and the reclassification of Margaret Broekhoven from Personnel Technician to Personnel Associate, effective the first full pay period following approval by City/County Personnel.

I am requesting approval of these items.

DLM/tn

Attachment

**CITY - COUNTY OF MONTGOMERY
PERSONNEL DEPARTMENT**

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
RANDALL B. JAMES

27 Madison Avenue
Montgomery, Alabama 36104

CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

MEMORANDUM

TO: Montgomery County Commission

FROM: Carmen Douglas 
Personnel Director

DATE: May 21, 2015

SUBJECT: New Position

In reviewing the Personnel Department's structure and organization, I am recommending the creation of a new classification and the abolishment of another classification.

I would like to create a new classification titled, Personnel Associate, at paygrade A7 (39,896 – 56,793) and abolish Personnel Technician at paygrade A6 (35,600 – 50,677). This recommendation is based on the implementation of new online employment software, which will create the transfer, deletion, and addition of duties for several positions.

Additionally, I would like to re-classify Margaret Broekhoven, currently in the Personnel Technician, to the new position, Personnel Associate.

Your consideration is greatly appreciated.

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

JUN 15 2015

June 4, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Tax and Audit Department

The Montgomery County Commission, at its meeting on June 1, 2015, agreed to place a Position Fill Request for Revenue Auditor, Position Number 810118007, on the next agenda for the Tax and Audit Department.

I am requesting approval of this item.

DLM/tn

Attachment

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

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MEMORANDUM

DATE: May 20, 2015

TO: Florence M. Cauthen, Deputy Administrator

FROM: Terri A. Henderson, Revenue Manager *Terri A. Henderson*
05/20/2015

RE: **Comparative Summary – External Auditors and Staff Auditors**

During the Montgomery County Commission Information Session held on May 4, 2015 a request was made for comparative cost information to be presented at a future meeting specific to external auditor costs compared to internal staff auditor costs. This memo has been prepared in response to this request.

- The billing cost for the PRA Government Services, LLC d/b/a RDS external audit program was \$70.00 per hour plus reimbursement for travel expenses. Based on actual costs incurred for the FYTD through March 31, 2015, this equates to an approximate annualized cost of \$57,000. The cumulative rate of return for the RDS program from its inception in November 2010 through March 31, 2015 was approximately 1.27.
- The current billing cost for the RiverTree Systems, Inc. external audit program is \$75.00 per hour plus reimbursement for travel expenses. Based on actual costs incurred for the FYTD through March 31, 2015, this equates to an approximate annualized cost of \$41,000. The cumulative rate of return for this program for the November 2010 through March 31, 2015 period was approximately 3.91.
- The Revenue Auditor A07 merit position at Step 1 currently equates to a gross salary of \$39,896.00 annually. With benefit costs factored in, the annualized cost to add a new Revenue Auditor should equate to approximately \$55,000. Based on our historical rate of return of 3:1 or higher for audits, adding a new Revenue Auditor to our existing staff of three should equate to an increase in revenues of approximately \$165,000 or more annually.

In an effort to ensure both maximum cost efficiency and increased audit revenues, my recommendation is to continue utilizing the external audit services program with RiverTree Systems, Inc. in conjunction with moving forward to add another Revenue Auditor to our staff. As such, I respectfully request consideration and approval to have the attached Position Fill Request form placed on the agenda for the next Montgomery County Commission Meeting or at the earliest possible date thereafter. Please let me know if you have any questions or need anything further on this at this time. Thank you.

tah/attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Tax & Audit Department
DEPARTMENT HEAD: Terri Henderson, Revenue Manager
SUPERVISOR: Terri Henderson, Revenue Manager

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

1. Position Title Revenue Auditor
Position Number 810118007
Proposed Effective Date 06-15-2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A07 Step 1 \$39,896.00 Annual

Terri A. Henderson
Terri A. Henderson, Revenue Manager Date 05-20-2015
Department Head

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

Request # 2

AGENDA

JUN 15 2015

Date: June 4, 2015

To: Donald L. Mims, Administrator

From: Myrtle Singleton, Purchasing Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hilton Garden Inn East, 1600 Interstate Park Dr., Montgomery, AL

Departure Date: August 27, 2015 Return Date: August 27, 2015

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend Creative Leadership for Managers, Supervisors and Team Leaders

Traveler (s) Name: 1. Myrtle Singleton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$199.00 Advance Registration Required: \$199.00

Department Name: Support Services Fund Name: General

Additional Comments: _____

To: Myrtle Singleton, Purchasing Manager

From: Donald L. Mims, Administrator

The above request is app. 06/15/15 reimbursement of actual and necessary expenses in the
approximate amount of \$199.00 and advance registration of \$199.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51901.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$2,000.00</u>	
Approved Requests:	<u>\$256.00</u>	
Budget Available:	<u>\$1,744.00</u>	
Current Requests:	<u>\$199.00</u>	
Budget Balance:	<u>\$1,545.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/4/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 32

AGENDA

JUN 15 2015

Date: June 1, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: College Station, Texas
Departure Date: Sunday, July 26, 2015 Return Date: Saturday, August 1, 2015
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Attend Enhanced Incident Management / Unified Command (MGT 314) Course

Traveler (s) Name: 1. Jon Briggs 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$825.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: Department of Homeland Security is paying for certain travel expenses.

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 06/15/15 reimbursement of actual and necessary expenses in the
approximate amount of \$825.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$23,675.31</u>	
Budget Available:	<u>\$1,324.69</u>	
Current Requests:	<u>\$825.00</u>	
Budget Balance:	<u>\$499.69</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/3/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 33

AGENDA

JUN 15 2015

Date: June 5, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: Friday, June 19, 2015 Return Date: Friday, June 19, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Guide to Grants Seminar

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

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham

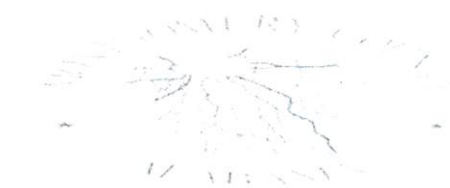
From: Donald L. Mims, Administrator

The above request is app. 06/15/15 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$23,675.31</u>	
Budget Available:	<u>\$1,324.69</u>	
Current Requests:	<u>\$875.00</u>	
Budget Balance:	<u>\$449.69</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/8/2015

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

AGENDA

JUN 15 2015

Date: June 3, 2015
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dawsonville, GA
Departure Date: August 2, 2015 Return Date: August 3, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Investigating Using Social Media and the Internet

Traveler (s) Name: 1. Sgt. Rodney Brooks 4. _____
2. Sgt. Brent Talley 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$800.00 Advance Registration Required: \$398.00

Department Name: Sheriff (MCDF) Fund Name: General

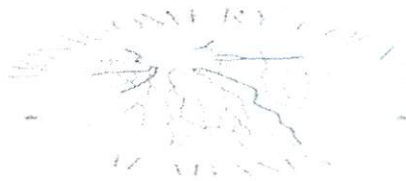
Additional Comments: _____

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 06/15/15 reimbursement of actual and necessary expenses in the
approximate amount of \$800.00 and advance registration of \$398.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$12,585.56</u>	
Budget Available:	<u>\$2,414.44</u>	
Current Requests:	<u>\$800.00</u>	
Budget Balance:	<u>\$1,614.44</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 6/3/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

AGENDA
JUN 15 2015

Date: June 8, 2015
To: Donald L. Mims, Administrator
From: Jane Riggs Brown
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: July 21, 2015 Return Date: July 22, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend AAND Workshop & AI-NENA Meeting

Traveler (s) Name: 1. Jane Riggs Brown 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$177.60 Advance Registration Required: \$100.00

Department Name: Emergency Management Board Fund Name: EMCDB

Additional Comments: Registration - \$100.00; Mileage - \$27.60; Meals -\$50.00

To: Jane Riggs Brown

From: Donald L. Mims, Administrator

The above request is app. 06/15/15 reimbursement of actual and necessary expenses in the
approximate amount of \$177.60 and advance registration of \$100.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>784-51986.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$2,565.25</u>	
Budget Available:	<u>\$2,434.75</u>	
Current Requests:	<u>\$177.60</u>	
Budget Balance:	<u>\$2,257.15</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/8/2015

cc: Finance Director / Buyer

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