REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JANUARY 24, 2011

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

Comments from Scheduled Attendees:

Montgomery Area Chamber of Commerce Senior Vice President of Corporate Development Ellen McNair and Jerry Silvertooth with Hausted Patient Handling Systems, LLC
Circuit Court Judge Tracy S. McCooey and Senior Consultant Amy F. Hinton with Auburn University Montgomery Center for Government & Public Affairs
Lawrence Cole, Jr.
Juvenile Court Administrator Bruce Howell
Risk Manager Scott Kramer and Risk Control Administrator Judy Singley

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Ingram

Pledge of Allegiance Led By Commissioner Polizos

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of December 20, 2010

RESOLUTION:

Consider Resolution Proclaiming January 23-29, 2011 as Anti-Bullying Awareness Week in Montgomery County, Alabama

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Ratifying Stipulation and Agreement of Settlement and Compromise Regarding Town of Pike Road, City of Montgomery, Montgomery County Commission, and Home Depot U.S.A., Inc., County Commission

2. Consider Contract with Chemical Addictions Program, Inc., for Drug Court Residential Services, Community Corrections

3. Consider Extending Contract with Preferred Cleaning Service/Phyllis Carnes Regarding Cleaning of Restrooms at Snowdoun Park, Parks & Recreation

4. Consider Integrated Behavioral Healthcare Services Agreement with American Behavioral Benefits Managers, Inc., Regarding Changes to Employees' Mental Health Benefits, Risk Management

5. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission

6. Consider Bid Award for Weapon Systems, Bid Number 52110-10B-036, Sheriff's Office

7. Consider Bid Award for an Automobile, Bid Number 51261-10B-038, District Attorney's Office

8. Consider Final Payment to David Armster General Contractors Regarding Renovation of 530 S. Lawrence Street, Family Justice Center, County Commission

9. Consider Travel/Training Requests (10)

OLD BUSINESS:

10. Consider Election of Chairman, County Commission

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 Deputy Derrick Cunningham and Public Safety Director Chris Murphy
President Charlotte Meadows with Montgomery County School Board
Steve Morris with PRA Governmental Services, LLC
Director Regina Berry-Meadows, BONDS Program
Mr. Donald Jenkins with The Centennial Hill Gardening Project, Inc.
Executive Director Bill Tucker and Assistant Weatherization Program Manager Steve Till with Central Alabama Regional Planning and Development Commission

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

JANUARY 24, 2011	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.
FEBRUARY 14, 2011	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.
FEBRUARY 21, 2011	County Holiday (Thomas Jefferson's Birthday)
FEBRUARY 28, 2011	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.
MARCH 14, 2011	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.
MARCH 28, 2011	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 1 Clerk Typist II – County Commission Office
Fill action continues for 1 Computer Operation Manager – Information Systems Department
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 6 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 2 Customer Service Clerk's – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 2 Appraisers – Appraisal Department
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Detention Supervisor – Youth Facility
Fill action continues for 1 Cook/Mess Steward – Youth Facility

January 24, 2010

Agenda

JAN 24 2011

RESOLUTION

WHEREAS, school bullying, harassment and intimidation greatly reduce a student's ability to both achieve and surpass academic standards, it can also directly affect health and well being, thus contributing to excessive absences, physical illness, mental and emotional anguish, long term social and mental consequences; and

WHEREAS, bullying can take the form of physical, verbal, and written abuse, including the use of electronic media, such as MySpace, FaceBook and Twitter, and because of electronic media, bullying has become a 24-hour-a-day, seven -day-a-week national epidemic; and

WHEREAS, bullying occurs among all genders, races, educational backgrounds and socio-economic groups; On school playgrounds across the United States today, a child is bullied every seven minutes, with no intervention by adults or peers approximately 85% of the time; and

WHEREAS, the same school bullying statistics and cyber bullying statistics poll also showed that 282,000 students are physically attacked in secondary schools each month; and

WHEREAS, 77% of school aged children are bullied mentally, verbally, & physically. Cyber bullying statistics are rapidly approaching similar numbers; and

WHEREAS, on a national level, over 160,000 students do not attend school each day due to the fear of being bullied; this fear causes the victim to experience isolation, depression, and low self-esteem problems that can continue into adulthood; and

WHEREAS, studies show that those who bully learn to use aggression as a form of power and may become abusive adults or involved in violent crime; nearly 60 percent of boys whom researchers classified as bullies in grades 6-9 were convicted of at least one crime by the age of 24; and 40 percent of those same boys grew up to have three or more criminal convictions; and

WHEREAS, approximately 100,000 children in the U.S., will carry a loaded gun to school today, for fear of being bullied; and

WHEREAS, the problem of bullying is widespread and is cited as a contributing factor in the recent cases of suicide and school shootings, with two-thirds of the students involved in school shootings saying they had felt persecuted, bullied or threatened by others; and

WHEREAS, it is time for Montgomery to Stand Strong Against Bullying,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby join with The K.A.R.M.A. Foundation, the City of Montgomery, the Town of Pike Road, the Public Relations Council of Alabama/Montgomery Chapter, Central Alabama CrimeStoppers, Montgomery County Public Schools, and BONDS, in proclaiming January 23-29, 2011 as Anti-Bullying Awareness Week in Montgomery County, Alabama, and does hereby encourage all schools, community leaders and citizens to join in the effort to achieve a bully-free environment in our schools.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 10th day of January, 2011.

01-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-17-10

Check Number	To	Check Number
214039		214070
Total Checks Paid		$760,243.72

CHECK #	PAYEE	AMOUNT	DATE
214038	Quality Correctional Health	$135,208.67	12/13/10

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

Agenda

JAN 24 2011

01-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-23-10

Check Number	To	Check Number
214071		214160
Total Checks Paid		$367,885.26

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

Agenda

JAN 24 2011

01-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-23-10

Check Number	To	Check Number
214161		214297
Total Checks Paid		$447,655.19

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

Agenda

JAN 24 2011

01-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-30-10

Check Number	To	Check Number
214298		214315
Total Checks Paid		$430,993.26

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

Agenda

JAN 24 2011

01-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 12-30-10

Check Number	To	Check Number
214316		214348
Total Checks Paid		$122,281.75

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

01-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 01-07-11

Check Number	To	Check Number
214352		214419
Total Checks Paid		$163,348.56

CHECK #	PAYEE	AMOUNT	DATE
214349	Postmaster Bulk Mailing	$ 379.85	01/03/11
214350	Postmaster Bulk Mailing	$4,843.34	01/03/11
214351	Wells Action in Mailing, Inc.	$ 453.56	01/03/11

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

Agenda

JAN 24 2011

01-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 01-07-11

Check Number	To	Check Number
214420		214519
Total Checks Paid		$779,526.57

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

01-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 01-14-11

Check Number	To	Check Number
214520		214523
Total Checks Paid		$210,871.06

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

Agenda

JAN 24 2011

01-24-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 01-14-11

Check Number	To	Check Number
214524		214562
Total Checks Paid		$428,009.49

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

01/24/11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
12/30/10

Payroll Check Number	106594	To	Payroll Check Number	106751	$ 148,054.48
Direct Deposits					$ 861,686.28
Payroll Check Number	106752	To	Payroll Check Number	106767	$ 224,614.00
Direct Deposits					$ 65,320.62
Federal Deposits					$ 343,251.66
Total Payroll Paid					$ 1,642,927.04

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

Agenda

JAN 24 2011

01/24/11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
01/14/11

Payroll Check Number	106768	To	Payroll Check Number	106917	$ 120,731.94
Direct Deposits					$ 821,601.94
Payroll Check Number	106918	To	Payroll Check Number	106947	$ 277,623.66
Direct Deposits					$ 325,497.09
Federal Deposits					$ 294,264.85
Total Payroll Paid					$ 1,839,719.48

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

THOMAS, MEANS, GILLIS & SEAY, P. C.

M E M O

DATE: January 5, 2011
TO: Donald L. Mims, County Administrator
FROM: TYRONE MEANS, ESQ. & S. RACHAE DOBSON, ESQ.
RE: MONTGOMERY COUNTY COMMISSION / MCC: TOWN OF PIKE ROAD; MAYOR GORDON STONE
FILE #: 2100-357

Please find below a summary of the stipulation and agreement of settlement and compromise between Montgomery and Pike Road. A copy of the full Stipulation and Agreement of Settlement will be attached to this memo, along with Exhibit B (map of the proposed City of Montgomery and Pike Road annexations).

The County Commission shall ratify the execution of the agreement by the Chairman.

HIGHLIGHTS OF TERMS OF SETTLEMENT BETWEEN MONTGOMERY AND PIKE ROAD

I. DUTIES AND RESPONSIBILITIES OF MONTGOMERY COUNTY

CLAIMS & CAUSES OF ACTIONS

- All claims, causes of actions, liabilities, etc. which are asserted or could be asserted by or on behalf of any party in this litigation relating to the annexations and the corporate limits of each municipality or any other matters challenged in these cases shall be resolved on the terms and conditions of the settlement agreement.

APPEAL OF SETTLEMENT AGREEMENT & DUTIES OF THE PARTIES

- All parties agree not to appeal and each party specifically waive the right to appeal any judgment that is substantially in the form as set forth in Exhibit A ("Proposed Order" to Settlement). Furthermore, if a third party challenges any settlement provision, all parties will provide legal counsel and work to defend the settlement.

TAX REVENUES PREVIOUSLY COLLECTED BY PIKE ROAD

- With regard to those tax revenues that have been collected and escrowed by Pike Road prior to the final judgment entered in this case, Pike Road will use these proceeds, first to make all incentive payments that are due and owing to the respective entities. Additionally, all remaining proceeds shall be contributed to a public use fund to be controlled by a Board composed of mayors of the two (2) municipalities.
- Subject to the above terms, Montgomery, Pike Road, and Montgomery County shall make no claim to the tax revenues which have been collected by Pike Road and shall not oppose or dispute Pike Road's claim to the said revenue collected prior to the finality of the Order.

II. DUTIES AND RESPONSIBILITIES OF MONTGOMERY AND PIKE ROAD

CURRENT ADVERSARIAL PROCEEDINGS INVOLVING THE PARTIES

- Montgomery and Pike Road shall dismiss any other adversarial proceedings involving these parties that are currently pending in any other court and that involve any matters that are subject to the settlement agreement.

PETITION EFFORTS FOR ANNEXATION & DEANNEXATION BY MONTGOMERY AND PIKE ROAD

- Pike Road and Montgomery will use their best efforts to obtain petitions from Home Depot, Lowes and Wal-Mart to annex their respective properties on Chantilly Parkway into Montgomery.
- Pike Road and Montgomery will use their best efforts to obtain petitions from Home Depot and Wal-Mart to deannex their respective properties on Chantilly Parkway from Pike Road.
- With the consent of the three (3) listed parties annexation and deannexation will occur.

REVENUE SHARING AGREEMENT TO BE ENTERED INTO BETWEEN MONTGOMERY AND PIKE ROAD

- Prior to annexation of Wal-Mart, Home Depot and Lowes properties into Montgomery; Montgomery and Pike Road shall enter into a revenue sharing agreement, the duration of which shall be perpetuity Unless the parties to the said agreement mutually agree otherwise.
- **Basic Terms of Revenue Sharing Agreement**
  - → Total sales and use tax revenues for the shared tax area will be collected by Montgomery and shared at a 50/50 split.
  - → Montgomery will remit 43% of total sales and use tax receipts within thirty (30) days of the collection of those receipts.
  - → Remaining 7% of the tax receipts collected in the shared tax area on behalf of Pike Road may be used by Montgomery in support of public education for the benefit of children of Pike Road residents who attend Montgomery public schools. (Although not exclusive requirement). Montgomery can also use these funds to support public education generally in Eastern Montgomery.

FUTURE INCENTIVE PAYMENTS TO BE SHARED EQUALLY BY MONTGOMERY AND PIKE ROAD

- These future incentive payments shall not exceed the total of seventy-five thousand dollars ($75,000) per year each to Wal-Mart, Home Depot and Lowes.
- These incentive payments shall not exceed the total amount of $1,000,000 for Wal-Mart, Home Depot and Lowes.

PAYMENTS TO MONTGOMERY BY PIKE ROAD FOR THE FUNDING OF IMPROVEMENTS TO RYAN ROAD/CHANTILLY INTERSECTION

- Pike Road agrees to provide Montgomery with the sum of $100,000 per year for a period of five (5) years which will be used towards the funding of improvements to the Ryan Road/Chantilly intersection.

RIGHTS OF PROPERTY OWNERS WHOSE PROPERTY IS DEPICTED IN YELLOW ON THE PROPSED MAP (EXHIBIT B)

- Upon the court's entry of final judgment in this case and within thirty (30) days of entry of the final judgment in this case, any property owner(s) whose property is depicted in yellow on the map (Settlement Exhibit B), with the exception of those properties identified as the Shared Tax Area may submit to the municipality in which that property is located, a petition for deannexation.

LIMITATIONS FOR PIKE ROAD

- For three (3) years, Pike Road will not construct or begin to construct a public elementary school facility.
- For five (5) years, Pike Road will not begin construction of a high school.

Tammy Nix

From:	Venice, Tamara [tvenice@tmgslaw.com]
Sent:	Tuesday, December 21, 2010 3:48 PM
To:	Donald Mims
Cc:	Reed Ingram; Dimitri Polizos; Elton N. Dean, Sr.; 'endeansr@aol.com'; 'hwilson@ball-ball.com'; 'ttg@hsy.com'; 'Peacock, Mickie'; Means, Tyrone
Subject:	Town of Pike Road v. City of Montgomery; Montgomery County, AL; Montgomery County Commission
Attachments:	Sscan10122111531.pdf; Sscan10122111530.pdf; Sscan10122111520.pdf

Per Mr. Means, please be advised that an Order and Final Judgment as well as a Stipulation and Agreement of Settlement and Compromise have been reached in the above matter. Please review the attached documents. Chairman Dean must sign off on this agreement on behalf of the County now. The agreement will need to be ratified at the next scheduled regular County Commission Meeting.

If you have any questions please do not hesitate to contact Mr. Means.

Tamara T. Venice
Paralegal
3121 Zelda Court
P O Box 5058
Montgomery, AL 36103-5058
(334) 270 1033
(334) 260 9396 (Fax)
Email: tvenice@tmgslaw.com
Website: www.tmgslaw.com

THOMAS, MEANS, GILLIS & SEAY, P.C.
Dedicated to Making the Justice System Work for You

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COPY

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

TOWN OF PIKE ROAD,	
Plaintiff,	
vs.	**CASE NO. CV-2005-948**
CITY OF MONTGOMERY,	**CASE NO. CV-2007-900684**
Defendant.	
MONTGOMERY COUNTY, ALABAMA, MONTGOMERY COUNTY COMMISSION,	
Plaintiffs,	
vs.	**CASE NO. CV-2007-900684**
THE TOWN OF PIKE ROAD, GORDON STONE, in his official capacity as Mayor,	
Defendants.	
CITY OF MONTGOMERY,	
Plaintiff,	
vs.	**CASE NO: CV-2008-1559**
TOWN OF PIKE ROAD, and HOME DEPOT U.S.A., INC.,	
Defendants.	

STIPULATION AND AGREEMENT OF SETTLEMENT AND COMPROMISE

Subject to the terms and conditions hereof, the plaintiff, Town of Pike Road in CV-2005-948 and the defendant in CV-2007-900684 and CV-2008-1559, (referred to herein as "Pike Road"), the defendant in both CV-2005-948 and CV-2007-900684 and the plaintiff in CV-2008-1559 , City of Montgomery, (referred to herein as "Montgomery"), and the plaintiff in CV-

1-4

2007-900684, Montgomery County and Montgomery County Commission, (jointly referred to herein as "Montgomery County"), and Home Depot U.S.A., Inc., a defendant in CV-2007-900684 and CV-2008-1559 (referred to herein as "Home Depot"), in consideration of the covenants and agreements set forth herein, agree to the settlement of this action, subject to Court approval upon the following terms and conditions, and do hereby stipulate and agree as follows:

RECITALS

WHEREAS, the City of Montgomery and the Town of Pike Road have both challenged several annexations passed by each of the respective governing bodies in the above-styled lawsuits and remain in dispute over the legality of the said annexations; and

WHEREAS, Home Depot was added to one or more of the above-entitled actions as a necessary party; and

WHEREAS, the parties wish to settle their disputes by way of the agreements, terms, and stipulations contained herein.

TERMS OF SETTLEMENT

NOW, THEREFORE IT IS HEREBY STIPULATED AND AGREED by all parties as follows:

I. **Benefits From and Conditions of Settlement.**

A. All actions, claims, demands, causes of actions, and liabilities which are asserted or which could be asserted by or on behalf of any party in this litigation relating to the annexations and the corporate limits of each municipality or any other matters challenged in these cases shall be resolved on the terms and conditions hereinafter provided. The parties will move to consolidate CV-05-948 with CV-2007-900684 and CV-2008-1559.

B. The parties, upon the completion of the events set forth in Section I(G), shall submit this Settlement Agreement to the Court for the entry of a judgment substantially in the form of the proposed order attached as Exhibit A, which (i) approves this Settlement Agreement; enters declaratory relief that approves the Release set out in Section II, enters final judgment adopting the terms of this Settlement Agreement and otherwise adjudicates all claims asserted or which could have been asserted in these litigations by or on behalf of all parties relating to the Released Claims as defined in Section II below; (ii) bars and enjoins all parties from filing, pursuing, continuing, appealing, or participating as a litigant in these cases or any separate individual lawsuit or action relating to the Released Claims and/or from encouraging any person to file such an action; and (iii) reserves jurisdiction over all matters related to the administration, implementation, interpretation, and enforcement of this Settlement Agreement

C. All the transactions and undertakings herein are subject to approval by the Court and entry of a final judgment consistent with the terms of this Settlement Agreement. This Settlement Agreement is further conditioned on the affirmance by each appellate court, in which any appeal or other petition for review is filed, if any appeal is taken from any such orders or judgments. However, all parties agree not to appeal and each party specifically waives the right to appeal any judgment that is substantially in the form as set forth in Exhibit A. All parties agree that if a third party (external to the parties in this settlement) challenges any provision of this Settlement Agreement, all parties will provide legal counsel and work to defend the settlement.

D. Upon entry of the Court's judgment in these cases, Montgomery and Pike Road shall jointly dismiss any other adversarial proceedings involving these parties that are currently pending in any other court and that involve any of the matters that are the subject of this Settlement Agreement.

E. The map attached hereto as Exhibit B is a correct depiction of the area in dispute.

F. The parcels of property depicted on the map attached as Exhibit B as shaded in yellow will, upon entry of a final judgment in this litigation, hereafter be defined as lawfully annexed or incorporated into the corporate limits of Pike Road. The parcels of property depicted on the map attached as Exhibit B as shaded in blue will, upon entry of a final judgment in this litigation, hereafter be defined as lawfully annexed or incorporated into the corporate limits of Montgomery.

G. Pike Road and Montgomery will use their best efforts to obtain petitions from Home Depot, Lowes Home Centers, Inc. (hereinafter "Lowes") and Wal-Mart Real Estate Business Trust (hereinafter "Wal-Mart") to annex their respective properties on Chantilly Parkway into Montgomery and petitions from Home Depot and Wal-Mart to deannex their respective properties on Chantilly Parkway from Pike Road. In the event that petitions for annexation are received from less than all three parties listed in the preceding sentence, Montgomery will not act upon any petition for annexation executed in accordance with this Settlement Agreement and Pike Road will not act upon any petition for deannexation executed in accordance with this Settlement Agreement. In the event, that petitions for annexation to Montgomery are obtained from Wal-Mart, Home Depot and Lowes, and petitions for deannexation from Pike Road are received from Wal-Mart and Home Depot, Pike Road will forthwith deannex Wal-Mart and Home Depot properties and Montgomery shall forthwith annex Wal-Mart, Home Depot and Lowes properties into Montgomery at the same council meeting.

H. (1.) Prior to the annexation of Wal-Mart, Home Depot and Lowes properties into Montgomery, Montgomery and Pike Road shall enter into a revenue sharing agreement, the duration of which shall be in perpetuity unless the parties to the said agreement mutually agree

otherwise, whereby there will be levied a municipal sales and use tax on all transactions occurring on the land identified by the immediately following tax parcel numbers (referred to herein as "Shared Tax Area") at the prevailing municipal sales and use tax rate for Montgomery:

09-06-23-02-000-002.000 Home Depot
09-06-23-02-000-003.001 Lowes
09-06-23-02-000-003.005 Lowes
09-06-23-02-000-003.002 Wal-Mart

Additionally, if any of the land identified by the immediately following tax parcel numbers are annexed by Montgomery, that land shall also become part of the Shared Tax Area and be subject to this revenue sharing agreement the same as the land identified by the parcels previously listed, to wit:

09-06-23-02-000-003.006
09-06-23-02-000-003.007

09-06-23-02-000-003.003
09-06-23-02-000-003.004

(2.) The total sales and use tax revenues for the Shared Tax Area will be collected by Montgomery and shared at a 50-50 split. Montgomery will then remit to Pike Road 43% of the total sales and use tax receipts within 30 days of the collection of those receipts. When the tax receipts are remitted to Pike Road, Montgomery will include a report which will reflect the revenues from which the tax receipts are remitted to Pike Road. The remaining 7% of the tax receipts collected in the Shared Tax Area on behalf of Pike Road may be used by Montgomery in support of public education for the benefit of the children of Pike Road residents who attend Montgomery Public Schools. However this is not an exclusive requirement for use of those funds by Montgomery as Montgomery can use these funds to support public education generally in Eastern Montgomery County.

(3.) For a period of three (3) years following this agreement, Pike Road agrees that it will not construct or begin to construct a public elementary school facility. However, nothing in this agreement will prohibit Pike Road, during this three year period, from taking any action needed to begin negotiations for separation with the Montgomery County Public School and prepare for construction and instruction after the expiration of this three year period. Pike Road likewise will not begin construction on a high school for at least five years. Montgomery agrees to support the attendance of the children of Pike Road's residents in the Montgomery Public Schools for the above three (3) to five (5) year period.

(4.) Furthermore, following the annexation into Montgomery of the Wal-Mart, Home Depot and Lowes properties upon the entry of a final judgment in this matter, Montgomery and Pike Road will share equally in the future incentive payments not to exceed the total of seventy-five thousand dollars ($75,000) per year each to Wal-Mart, Home Depot and Lowes. These incentive payments are not to exceed the total amount of $1,000,000 for Home Depot, Lowes or Wal-Mart. However, should Home Depot or Wal-Mart cease doing business, permanently, in the Shared Tax Area, the incentive payments by Montgomery and Pike Road to that business will also cease and be paid in that year accordingly, on a pro rata basis, for the time that business collected sales and use taxes at their store on Chantilly Parkway. Additionally, should Lowes not build or operate a store or build and cease doing business in the Shared Tax Area, permanently, the incentive payments by Montgomery and Pike Road to Lowes will also cease and be paid in that year on a pro rata basis for the time Lowes collected sales and use taxes at their store on Chantilly Parkway. In the event that Home Depot, Wal-Mart or Lowes should temporarily cease doing business in the Shared Tax Area, the incentive payments by Montgomery and Pike Road to that particular business that is temporarily closed, will cease for the period of time in which that business is closed and is not collecting sales and use tax revenue

for that location in the Shared Tax Area. However, once the business that has temporarily closed reopens and begins collecting sales and use taxes, Pike Road and Montgomery will resume incentive payments to that business.

(5.) With regard to those tax revenues that have been collected and escrowed by Pike Road prior to the final judgment entered in this case, Pike Road will use those proceeds, first to make all incentive payments that are due and owing Home Depot and Wal-Mart as of the effective date of the final judgment as well as attorneys fees owed to counsel for Home Depot, and second, to satisfy Pike Road's outstanding obligation to the Pike Road Volunteer Fire Department. All remaining proceeds shall be contributed to a public use fund to be controlled by a Board composed of the mayors of the two municipalities and the presidents of each council of the two municipalities. These funds shall be used for the public benefit in eastern Montgomery County.

(6.) Subject to the terms provided above in paragraph H(5) of this Settlement Agreement regarding disbursement of the previously collected tax revenues, Montgomery, Pike Road and Montgomery County shall make no claim to the tax revenues which have been collected by Pike Road and they shall not oppose or dispute Pike Road's claim to the said revenues that were collected prior to the finality of the order of the Circuit Court referenced herein subject to the previously provided use agreement.

(7.) Upon the entry of a final judgment in this matter, Montgomery will assume all responsibility for providing municipal services in the area described by the above-listed tax parcel numbers which are inside the corporate limits of Montgomery, and shall bear any expenses associated therewith. Montgomery shall have this responsibility with respect to each parcel so long as said parcel remains inside the corporate limits of Montgomery. Montgomery, Pike Road and Montgomery County agree that there will be no disruption in

services or change in operations for any of the businesses located within the Shared Tax Area after the Court's judgment in this case becomes final. Further, except upon application by the property owner, Montgomery shall abide by any actions taken or rulings made by Pike Road affecting the Shared Tax Area prior to the final order referenced herein which allows for or restricts the use of land, zoning, or site development. Upon the execution of this Settlement Agreement, Pike Road will take no action within the Shared Tax Area which allows for or restricts the use of land, zoning or site development on property designated for inclusion within the corporate limits of Montgomery without the consent of Montgomery.

(8.) Pike Road agrees to provide to Montgomery the sum of $100,000 per year for a period of five (5) years which will be used towards the funding of improvements to the Ryan Road/Chantilly intersection. These road improvements will benefit both municipalities since Pike Road lies to the west of this intersection and Montgomery lies to the east of this intersection.

I. Montgomery and Pike Road shall not directly annex, lobby for, or support the annexation of the land identified by the below-listed tax parcel numbers for a period of five (5) years after entry of the final order herein, to wit:

Map ID	Parcel Number
1	07-09-31-00-000-003.000
2	08-07-36-00-000-009.000
3	08-09-29-00-000-003.000
4	08-09-29-00-000-003.002
5	08-09-29-03-000-016.000
6	08-09-30-04-000-001.000
7	08-09-32-00-000-002.000
8	08-09-32-00-000-002.001
9	08-09-32-00-000-003.000
10	16-06-13-00-000-034.000
11	16-06-24-00-000-001.000
12	16-07-25-00-000-001.000

13	17-01-01-00-000-001.000
14	17-01-01-00-000-001.001
15	17-01-01-00-000-001.002
16	17-01-01-00-000-001.003
17	17-01-01-00-000-001.004
18	17-01-01-00-000-001.005
19	17-01-01-00-000-001.009
20	17-01-01-00-000-003.000
21	17-01-01-00-000-005.000
22	17-01-01-00-000-006.001
23	17-01-01-00-000-008.000
24	17-01-01-00-000-009.000
25	17-01-01-00-000-010.000
26	17-01-01-00-000-011.000
27	17-01-01-00-000-012.000
28	17-01-02-00-000-001.000
29	17-01-12-00-000-008.000
30	17-01-12-00-000-022.000
31	17-02-03-00-000-001.000
32	17-02-03-00-000-001.001
33	17-02-03-00-000-005.001
34	17-02-03-00-000-006.000
35	17-02-04-00-000-014.001
36	17-04-18-00-000-004.000
37	17-04-19-00-000-001.000
38	17-04-19-00-000-002.000
39	17-04-19-00-000-003.000
40	17-04-19-00-000-004.000
41	17-04-20-00-000-001.000
42	17-04-20-00-000-002.000
43	17-05-16-00-000-005.000
44	17-05-16-00-000-005.001
45	17-05-21-00-000-001.000
46	17-05-21-00-000-001.001
47	17-05-22-00-000-003.000
48	17-09-29-00-000-004.000
49	17-09-30-00-000-001.000
50	18-03-06-00-000-004.003
51	18-03-06-00-000-004.004
52	18-03-06-00-000-004.005
53	18-03-06-00-000-004.006
54	18-03-06-00-000-004.010
55	18-03-06-00-000-004.011
56	18-03-06-00-000-004.012

J. Each municipality and the County shall abide by and recognize this Court's delineation of the corporate limits of Pike Road and Montgomery as depicted on the map attached as Exhibit B and as provided in this Agreement as the actual boundaries of the respective municipalities upon the entry of a final judgment herein. Each municipality agrees to abide by and recognize any actions taken or rulings made by the other municipality affecting the area depicted in either blue or yellow on the map attached hereto as Exhibit B prior to the entry of a final judgment herein which allows for or restricts the use of land, zoning, or site development. Upon execution of this Settlement Agreement, neither municipality will take action which allows for or restricts the use of land, zoning, or site development on property designated for inclusion within the corporate limits of the other municipality without the consent of the other municipality.

K. Upon the court's entry of a final judgment in this case and within 30 days of the entry of the final judgment in this case, any property owner(s) whose property is depicted in yellow or blue on the map attached as Exhibit B, with the exception of those properties identified as the Shared Tax Area in Section I(H)(1.) may submit to the municipality in which that property is located, a petition for deannexation. Such petition need not be in any particular form and will be deemed sufficient if it is in writing, signed by the owner(s) of the property and conveys the owner(s) desire to have the property deannexed. Once a petition is received by one of the municipalities, the mayor of each municipality shall notify the mayor of the other municipality of the receipt of such petition. The municipality receiving the petition hereby agrees to consider deannexation of the property identified in the petition within the next thirty days. Montgomery and Pike Road shall not directly annex, lobby for, or support the annexation

of the land deannexed pursuant to this provision for a period of five (5) years after entry of the final order herein.

L. The parties, by agreeing to the terms of this Settlement Agreement, do not admit, but to the contrary deny, any liability or wrong-doing in any form or fashion, but have entered into this Settlement Agreement to avoid the expense, adverse publicity, and uncertainty of litigation, and for other reasons set forth above. The parties strongly contend that each annexation to each respective municipality was proper and legal.

M. Subject only to the Court's order (and upon a final binding affirmance or dismissal in the event of an appeal) becoming a final judgment, all claims whatsoever which were or could have been asserted by the parties against the other parties regarding the Released Claims (as defined in Section II below) will be adjudicated by the Court's final judgment in this case. Upon entry (and final binding affirmance or dismissal in the event of appeal) of the final judgment provided for in this Settlement Agreement, and without further action by anyone, each and all parties shall be deemed to have released the other parties as set forth in Section II below. Further, the parties agree to jointly submit an application for dismissal of the case pending in the Probate Court of Montgomery County, Alabama numbered 05-645 and the Alabama Supreme Court case numbered 1050151 upon the entry of a final judgment herein.

N. If this Settlement Agreement is not approved in its entirety by the Court by a judgment which conforms to the provisions of this Settlement Agreement: (i) the parties shall be restored to the status which existed prior to the execution of this Settlement Agreement; and (ii) the obligations of the parties to implement the Settlement Agreement, shall be null and void.

II. **Released Claims**.

Effective upon the final approval of all aspects of this Settlement Agreement by the Circuit Court of Montgomery County, Alabama, and the binding affirmance of said approval in the event of any appeal, the parties, do hereby fully, finally, and forever release the other parties hereto, each of their past, present, and/or future, affiliated and related entities and persons, and their officers, employees, agents, successors, and assigns, separately and severally, of and from all claims, causes of action and liabilities (known or unknown) which have been or could be asserted by any party, whether arising under state or federal statutory or common law, to the extent such claims, causes of action or liabilities arise from, are connected with, or are in any way based upon or related to any allegation contained in the complaints, cross-claims and counterclaims related to any annexation which occurred on or before the date of this Settlement Agreement.

III. **Procedures to Obtain Court Approval**.

The parties shall, as soon as practicable after execution of this Settlement Agreement and the provisions of Section I(G) have been satisfied, apply jointly for entry of an Order with Respect to Proposed Settlement substantially in the form attached hereto as Exhibit A. None of the parties to this Settlement Agreement will appeal the Order of this Court if and when such Order is entered.

IV. **Other Actions**.

If any Released Claims (as defined in Section II above) are brought by any person in any court, all parties shall cooperate to have the action (or actions) transferred to the Circuit Court of Montgomery County, Alabama and to seek dismissal of the action (or actions) or otherwise to have it resolved in accordance with this Settlement Agreement. This paragraph shall be binding upon all parties immediately upon the full execution of this Settlement Agreement and shall continue to be effective unless and until the Court's order is set aside or reversed or vacated on appeal.

V. **Miscellaneous.**

A. **Additional Documentation**. The parties agree to execute such additional documents as may be reasonably necessary to effectuate the Settlement Agreement.

B. All parties agree that the sales and use tax rate on all parcels in the Shared Tax Area described in Section I(H) will be the same rate.

C. **Counterparts**. This Settlement Agreement may be simultaneously executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Settlement Agreement may also be executed in duplicate originals each of which shall be deemed an original for all purposes.

D. **Entire Agreement**. This document and the exhibits referenced herein constitute the entire agreement between the parties with regard to the subject matter hereof and all negotiations, oral or otherwise, prior to the execution of this Settlement Agreement are merged herein. The terms of this Settlement Agreement may not be modified, varied or amended except in writing signed by all parties hereto.

E. **Parties Bound**. This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto.

F. **Continuing Jurisdiction**. All proceedings with respect to this Settlement Agreement and the determination of all controversies relating thereto, including but not limited to implementation and enforcement of the judgment and of the terms of the Settlement and resolution of any disputed questions of law and fact with respect to the release of the Released Claims, shall be subject to the continuing jurisdiction of the Circuit Court of Montgomery County, Alabama.

G. **Counsels' Authority to Execute**. Any attorney(s) executing this Settlement Agreement on behalf of their respective parties have been duly authorized and empowered to execute this Settlement Agreement on behalf of such party.

IN WITNESS WHEREOF, and as evidence of our understanding and voluntary execution of this document, we have hereunto set our hands and seals to this Settlement Agreement on this the _____ day of _____, 2010.

The City of Montgomery, Alabama

By: _____ Its Mayor

The Town of Pike Road, Alabama

By: _____ Its Mayor

Montgomery County, Alabama

By: _____ Its _____

Home Depot U.S.A., Inc.

By: _____ Its _____

F. **Continuing Jurisdiction**. All proceedings with respect to this Settlement Agreement and the determination of all controversies relating thereto, including but not limited to implementation and enforcement of the judgment and of the terms of the Settlement and resolution of any disputed questions of law and fact with respect to the release of the Released Claims, shall be subject to the continuing jurisdiction of the Circuit Court of Montgomery County, Alabama.

G. **Counsels' Authority to Execute**. Any attorney(s) executing this Settlement Agreement on behalf of their respective parties have been duly authorized and empowered to execute this Settlement Agreement on behalf of such party.

IN WITNESS WHEREOF, and as evidence of our understanding and voluntary execution of this document, we have hereunto set our hands and seals to this Settlement Agreement on this the _____ day of _____, 2010.

The City of Montgomery, Alabama

By: _____ Its Mayor

The Town of Pike Road, Alabama

By: _____ Its Mayor

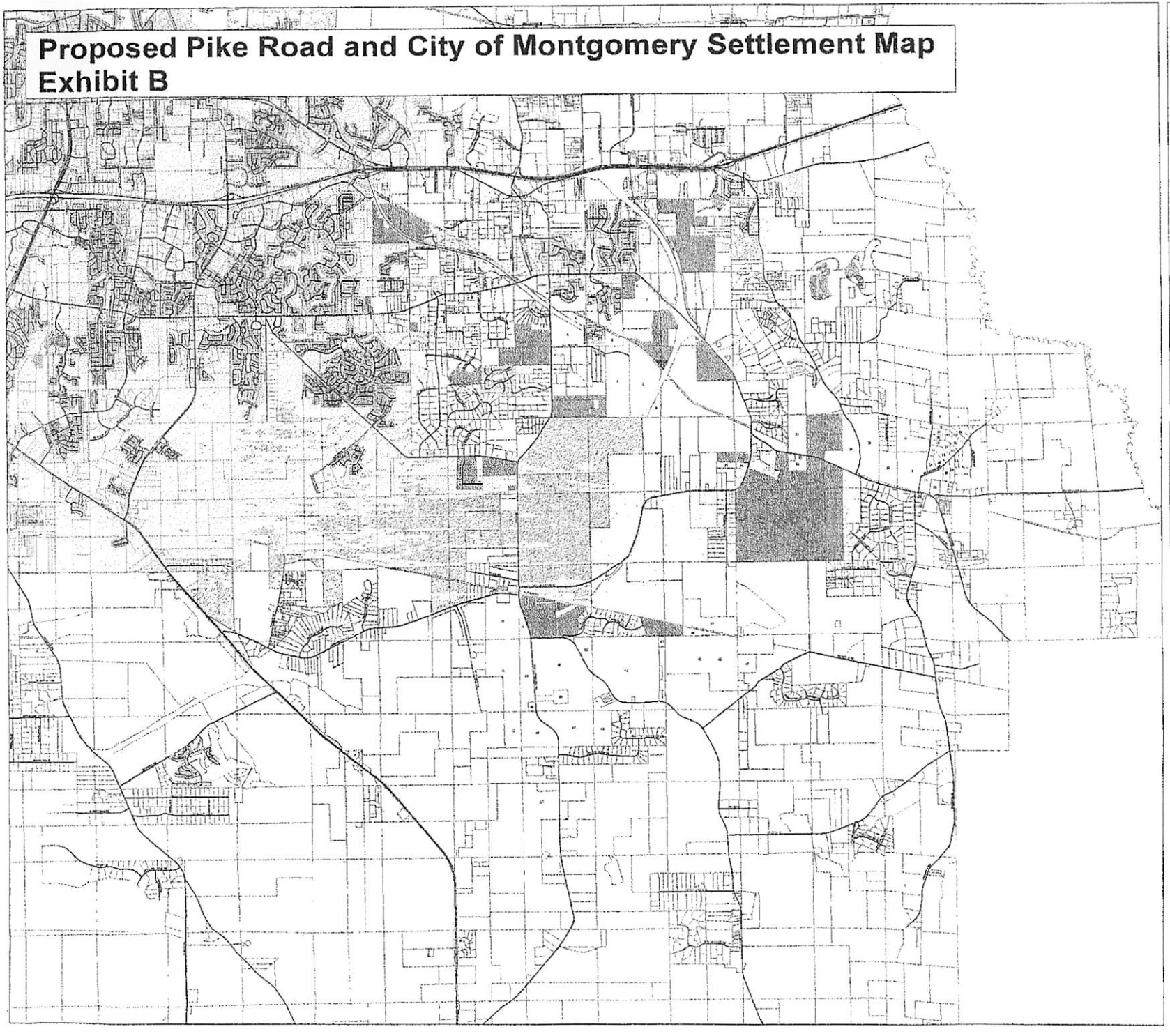
Montgomery County, Alabama

By: Elton N. Dean, Sr Its Chairman

Home Depot U.S.A., Inc.

By: _____ Its Jennifer M. Evans
Attorney

Proposed Pike Road and City of Montgomery Settlement Map
Exhibit B



Town of Pike Road, Al

N
W E
S

December 16, 2010

Legend

- Town of Pike Road
- City of Montgomery 2005-
- City of Montgomery Prior 2
- Montgomery County

Map ID	Parcel Number
1	27-09-31-00-000-001.000
2	08-01-36-00-000-003.000
3	08-09-32-00-000-002.000
4	08-09-33-00-000-001.000
5	08-09-33-00-000-010.000
6	08-09-33-14-000-001.000
7	08-09-32-00-000-002.000
8	30-09-32-00-000-001.000
9	08-09-31-00-000-001.000
10	18-06-12-00-000-004.000
11	18-06-24-00-000-001.000
12	18-01-29-00-000-001.000
13	17-01-01-00-000-001.000
14	17-01-01-00-000-002.000
15	17-01-01-00-000-003.000
16	17-01-01-00-000-004.000
17	17-01-01-00-000-005.000
18	17-01-01-00-000-006.000
19	17-01-01-00-000-007.000
20	17-01-01-00-000-008.000
21	17-01-01-00-000-009.000
22	17-01-01-00-000-010.000
23	17-01-01-00-000-011.000
24	17-01-01-00-000-012.000
25	17-01-01-00-000-013.000
26	17-01-01-00-000-014.000
27	17-01-01-00-000-015.000
28	17-01-12-00-000-001.000
29	17-01-12-00-000-002.000
30	17-01-12-00-000-003.000
31	17-01-03-00-000-001.000
32	17-01-03-00-000-002.000
33	17-01-03-00-000-003.000
34	17-01-03-00-000-004.000
35	17-04-01-00-000-001.000
36	17-04-18-00-000-014.001
37	17-04-18-00-000-014.002
38	17-04-18-00-000-014.003
39	17-04-19-00-000-001.000
40	17-04-19-00-000-004.000
41	17-04-20-00-000-001.000
42	17-04-20-00-000-002.000
43	17-04-18-00-000-014.000
44	17-05-18-00-000-014.000
45	17-05-21-00-000-001.001
46	17-05-21-00-000-001.002
47	17-05-22-00-000-003.000
48	17-05-28-00-000-004.000
49	17-05-33-00-000-001.000
50	18-03-01-00-000-004.000
51	18-03-06-00-000-004.004
52	18-03-06-00-000-004.005
53	18-03-06-00-000-004.006
54	18-03-06-00-000-004.010
55	18-03-06-00-000-004.011
56	18-03-06-00-000-004.012

61-1

COPY

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

TOWN OF PIKE ROAD,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**CASE NO. CV-05-948**
	)	
CITY OF MONTGOMERY,	)	
	)	
Defendant.	)	
MONTGOMERY COUNTY, ALABAMA, MONTGOMERY COUNTY COMMISSION,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	**CASE NO. CV-07-900684**
	)	
THE TOWN OF PIKE ROAD, GORDON STONE, IN HIS OFFICIAL CAPACITY AS THE MAYOR,	)	
	)	
Defendants.	)	
CITY OF MONTGOMERY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**CASE NO: CV-2008-001559**
	)	
TOWN OF PIKE ROAD, and HOME DEPOT USA, INC.,	)	
	)	
Defendants.	)	

ORDER AND FINAL JUDGMENT

This matter comes before this Court on the parties' submission for this Court's approval of the December 2010 Settlement Agreement entered into by the parties in the above-styled cases and the parties request for entry of an order approving and implementing said Settlement

1-20

Agreement. Upon consideration of the December 2010 Settlement Agreement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. The December 2010 Settlement Agreement entered into by the parties in the above-styled cases is hereby approved and adopted by this court as a part of its order, as if fully setout herein and all parties are hereby ordered to implement all items and provisions of this Agreement;
2. The map attached to the December 2010 Settlement Agreement as Exhibit B is a correct depiction of the area in dispute in these cases;
3. The Court finds that the territory, boundaries and corporate limits agreed upon by the parties, as depicted on Exhibit B to the Settlement Agreement, are fair and reasonable and in the public interest;
4. The areas on Exhibit B of the Settlement Agreement depicted in yellow will hereafter be defined as lawfully annexed or incorporated into the corporate limits of the Town of Pike Road;
5. The areas on Exhibit B of the Settlement Agreement depicted in blue will hereafter be defined as lawfully annexed or incorporated into the corporate limits of the City of Montgomery;
6. The parties shall enter into a revenue sharing agreement as described in Section I(H)(1) through (8) of the December 2010 Settlement Agreement;
7. The parties will not annex, lobby for or support the annexation of the land identified in Section I(I) of the December 2010 Settlement Agreement for a period of five years from the date of this Order and Final Judgment;

8. The City of Montgomery and the Town of Pike Road will consider any and all petitions for deannexation from landowners whose property is depicted in yellow or blue, with the exception of those properties identified as the Shared Tax Area in Section I(H)(1), if such petition is presented to the respective municipalities within 30 days of this Order and Final Judgment;
9. Any properties that are deannexed pursuant to the above-paragraph shall also be subject to the 5 year limitation set forth in Section 7 above;
10. All parties shall abide by any remaining conditions set forth in the December 2010 Settlement Agreement;
11. The parties shall jointly dismiss any other adversarial proceedings involving these parties that are currently pending in any other court and that involve any of the matters that are the subject of the December 2010 Settlement Agreement;
12. Subject to this Court's retention of jurisdiction to administer, implement, interpret and enforce the December 2010 Settlement Agreement and this Order and Final Judgment, all claims asserted or which could have been asserted by or on behalf of the parties in CV-05-948, CV-07-900684 and CV-08-1559 relating to the Released Claims as set forth in Section II of the December 2010 are dismissed in their entirety with prejudice, all parties are hereby released from all claims, actions, causes of action and liabilities which could be asserted by or on behalf of all parties, or any party, which relate to the Released Claims as defined in Section II of the December 2010 Settlement Agreement;
13. All parties are hereby permanently enjoined from filing, pursuing, initiating, maintaining, continuing, appealing or participating as a litigant (by intervention or

otherwise) in these cases or any separate lawsuit or action in any court asserting any of the claims dismissed herein or any of the Released Claims set forth in Section II of the December 2010 Settlement Agreement and/or from encouraging any person to file such an action;

14. In the event that a third party challenges any provision of the December 2010 Settlement Agreement, the parties will provide legal counsel and work to defend said settlement.

Done this the ____ day of December, 2010.

_____

EUGENE W. REESE
Circuit Judge

MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Agenda

JAN 24 2011

November 18, 2010

TO: Donnie Mims – County Administrator
Montgomery County Commission

FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

RE: Request for Agenda Item - Proposed Contract with Chemical Addictions Program, Inc. for Drug Court Residential Services

The Montgomery County Drug Court has a long established relationship with Chemical Addictions Program, Inc. (CAP) as a provider of substance abuse treatment services for offenders assigned to the Drug Court. Presently, intensive outpatient services and some residential substance related treatment services are being provided by CAP. The Drug Court is the recipient of a Federal appropriations grant, a portion of which is designated to cover the cost of residential substance abuse services for up to fifteen (15) offenders at a significantly reduced rate of $619.00 per episode. This rate was previously negotiated in advance of notification of the grant award.

The proposed contract stipulates that the contract is limited to the fifteen referrals funded by the appropriations grant and has an expiration date which is expected to coincide with the time frame of the duration of the grant funded initiative. I included a standard clause regarding mediation of any contract disputes.

It is my view that the proposed contract best serves the needs of the offender, the Drug Court, and the interests of public safety.

I am requesting that the proposed contract be placed as an agenda item on the next Commission Meeting agenda for consideration, subject to the County Attorney's approval or modification.

Respectfully submitted,

Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

Haskell | Slaughter
attorneys at law

MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM

December 13, 2010

TO: Donnie Mims
FROM: Tommy Gallion

RE: Montgomery County Community Punishment and Corrections Authority Contractual Agreement with Chemical Addictions Program, Inc

---

I have reviewed your December 13, 2010 memorandum and the December 13, 2010 memorandum from Paul Brown to you regarding the Montgomery County Community Punishment and Corrections Authority's Drug Court. I have also reviewed the Contractual Agreement by and between Montgomery County Commission and Chemical Addictions Program, Inc. ("CAP"). It is my understanding that MCC has secured a grant enumerating funding for residential substance abuse services for the Drug Court participants.

I am of the opinion that the services provided for in this contractual agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-317
#4050415_1

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

CONTRACTUAL AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission and the Chemical Addictions Program, Inc., for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

WHEREAS, Montgomery County, through its Circuit Courts, conducts a Drug Court, hereinafter referred to as DC; and,

WHEREAS, Montgomery County Community Punishment and Corrections Authority serves as the administrative arm of the DC; and,

WHEREAS, there is a need for residential substance abuse treatment services for defendants identified by the DC; and,

WHEREAS, Chemical Addictions Program, Inc., is certified by the Alabama Department of Mental Health and Mental Retardation (DMH/MR) Division of Substance Abuse Services (SAS) to provide residential substance abuse treatment services in the State of Alabama; and,

WHEREAS, Chemical Addictions Program, Inc., is willing and able to provide required substance abuse treatment services for the DC.

WHEREAS, The Montgomery County Commission has secured a grant enumerating funding for residential substance abuse services for DC participants.

NOW THEREFORE IN CONSIDERATION THEREOF, THE MONTGOMERY COUNTY COMMISSION AND THE CHEMICAL ADDICTIONS PROGRAM, INC., HEREBY AGREE AS FOLLOWS:

Montgomery County Commission agrees that individuals enrolled in DC who are referred by the DC for residential substance services and who are designated to receive residential substance abuse services as funded by the aforementioned grant shall be provided said residential treatment at a rate of $619.00 per residential treatment episode. Chemical Addictions Program, Inc. shall be permitted to bill for any DC participants referred by the DC under the aforementioned grant commencing the beginning of the County Commission fiscal year which commenced on October 1, 2010.

Chemical Addictions Program, Inc. will submit a monthly report to Montgomery County Community Punishment and Corrections Authority verifying specific services provided. The report will provide an individual accounting by name of the client and the specific services rendered by date and duration of service.

Services will be provided through the Residential Substance Abuse program as approved by DMH/MR (SAS).

Chemical Addictions Program, Inc. understands that the funding for these specified services are funded by a special federal appropriations grant which is limited to no more than fifteen (15) referrals during the term of the grant which is expected to expire on or before October 1, 2011. It is further understood that only those referrals made by the DC through the Montgomery County Community Corrections DC Coordinator and deemed eligible for grant funding shall be billed to the Montgomery County Commission.

Chemical Addictions Program Inc. must maintain its certification by DMH/MR throughout the duration of this Contractual Agreement. Chemical Addictions Program, Inc. will maintain all records related to these services for a minimum of three (3) years and these records will be made available to the DC, Montgomery County Community Punishment and Corrections Authority or other appropriate officials for review and audit upon request.

Either party may terminate this Agreement by providing 30 days written notice.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute can not be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, between the Montgomery County Commission and Chemical Addictions Program, Inc.

The duration of this Contractual Agreement is for one (1) year, beginning from date of award of the contract and ending one (1) year thereafter or upon depletion of the aforementioned grant funds, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on the _____ day of _____, 2010.

CHEMICAL ADDICTIONS PROGRAM, INC.

BY: _____
EXECUTIVE DIRECTOR

MONTGOMERY COUNTY COMMISSION

BY: _____
CHAIRMAN

Agenda

JAN 24 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: January 4, 2011

SUBJECT: Contract for Cleaning of Two (2) Restrooms at Snowdoun Park

Request approval to extend the above referenced contract between Montgomery County Commission and Preferred Cleaning Service/Phyllis Carnes, for an additional one (1) year period, with the option to renew for one (1) year. A price increase may be allowed at the end of the one (1) year period but shall not exceed 5%.

The price that Ms. Carnes originally quoted to clean the two (2) restrooms, twice a week, at Snowdoun Park was $50.00 per week and in the event there is an emergency clean-up other than the scheduled clean-up there will be a $25.00 charge, will remain the same for the one (1) year period.

Your help with this matter is appreciated.

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
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

JAN 24 2011

December 27, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Proposed Changes to American Behavioral Contract

On December 20, 2010, I discussed with the County Commission some changes to the employees' mental health benefits administered by American Behavioral. The changes, related to ambulance services, are recommended to avoid an interface charge with Blue Cross Blue Shield and to comply with Healthcare Reform.

The specific changes will be modifying the employer's contribution rate from 80% to 100% for in-network and out-of-network ambulance services. The Montgomery County Commission pays American Behavioral based on the number of employees. American Behavioral is making this change and absorbing the potential cost increase without changing the County's rate. I have enclosed the modified agreement to reflect these changes.

I am requesting this item be on the next agenda for the Commission's consideration of approval.

Cc: John Mitchell, Sr.

4-1

American Behavioral

MONTGOMERY COUNTY COMMISSION
INTEGRATED BEHAVIORAL HEALTHCARE SERVICES
AGREEMENT WITH
AMERICAN BEHAVIORAL BENEFITS MANAGERS, INC.

Effective Date: June 1, 2010

THIS AGREEMENT entered into by and between AMERICAN BEHAVIORAL BENEFITS MANAGERS, INC. (AMERICAN BEHAVIORAL) and MONTGOMERY COUNTY COMMISSION (MONTGOMERY COUNTY COMMISSION) as follows:

WHEREAS, AMERICAN BEHAVIORAL is an Alabama-based organization that develops and administers employee assistance programs (EAP) and managed mental healthcare and substance abuse treatment services for the self insured employers, employees and dependents.

WHEREAS, AMERICAN BEHAVIORAL has a network of credentialed providers and facilities located throughout the United States; and

WHEREAS, MONTGOMERY COUNTY COMMISSION, a self-insured employer desires to have AMERICAN BEHAVIORAL develop and administer an integrated behavioral healthcare program for MONTGOMERY COUNTY COMMISSION and other designated related entity employees and their dependents who participate in the MONTGOMERY COUNTY COMMISSION health care insurance plans and provide EAP services only for all regular, full-time employees and dependents of MONTGOMERY COUNTY COMMISSION and other designated related entity employees and dependents who do not participate in the MONTGOMERY COUNTY COMMISSION health care insurance plan;

WHEREAS, MONTGOMERY COUNTY COMMISSION acknowledges that AMERICAN BEHAVIORAL is not an insurer, underwriter nor guarantor with respect to any benefits payable.

NOW, THEREFORE, both parties agree as follows:

I. AMERICAN BEHAVIORAL Obligations:

A. Develop and administer an integrated program of behavioral healthcare services consisting of an employee assistance program (EAP) and managed mental health and substance abuse services for the eligible employees and dependents who participate in the MONTGOMERY COUNTY COMMISSION health insurance plans; develop and administer employee assistance program (EAP) for all regular full-time employees and dependents who are not enrolled in the health care insurance plan.

B. Administer services under this *Agreement* in accordance with *Addendum A, Integrated Service Agreement Components* and *Addendum B, Certificate for Group Mental Health and Substance Abuse Benefits.*

C. Process and pay all claims for services rendered in compliance with this *Agreement.*

D. Report to MONTGOMERY COUNTY COMMISSION, at agreed upon intervals, the current utilization of services provided.

II. MONTGOMERY COUNTY COMMISSION Obligations

MONTGOMERY COUNTY COMMISSION shall coordinate services with AMERICAN BEHAVIORAL by accomplishing the following:

A. Provide eligible individuals with *Addendum B, Certificate for Group Mental Health and Substance Abuse Benefits* available under the *Agreement.*

B. Provide AMERICAN BEHAVIORAL, by the first working day in each month, an electronic file of all eligible participants with necessary demographic information in a mutually agreed upon format. MONTGOMERY COUNTY COMMISSION shall inform AMERICAN BEHAVIORAL if and when individuals are added or terminated as soon as reasonably possible.

C. Pay all appropriate fees as set forth in *Addendum A* of this *Agreement* to AMERICAN BEHAVIORAL by the tenth working day of each month or within thirty days of receipt or an invoice.

III. Schedule of Costs

AMERICAN BEHAVIORAL shall be compensated by MONTGOMERY COUNTY COMMISSION on a monthly basis according to the schedule outlined in *Addendum A, Integrated Service Agreement Components.* AMERICAN BEHAVIORAL shall be reimbursed as per the attached fee schedule, Addendum A.

IV. Termination of Agreement

A. ***Voluntary Termination of this Agreement***: The effective date of this *Agreement* shall be June 1, 2010. After the initial twelve months, MONTGOMERY COUNTY COMMISSION or AMERICAN BEHAVIORAL may terminate this *Agreement* in its entirety, effective as of the last day of any month, by notifying the respective parties in writing at least sixty (60) days prior thereto. MONTGOMERY COUNTY COMMISSION shall notify all participants of the prospective termination. All obligations of AMERICAN BEHAVIORAL shall terminate as of the effective date of the termination of this *Agreement.* Any individual who is currently hospitalized when such termination occurs will be allowed to continue hospitalization if medically necessary under the provisions of this *Agreement* until discharged, unless the individual's coverage has been exhausted or is no longer authorized.

B. ***Involuntary Termination of this Agreement:*** If MONTGOMERY COUNTY COMMISSION shall be dissolved, be deemed bankrupt or insolvent, be merged into another company, or cease compensations as required hereunder, this *Agreement* shall be considered terminated effective as of the date of such dissolution, bankruptcy, merger, or cessation of required compensations, unless the successor of MONTGOMERY COUNTY COMMISSION, if any, shall simultaneously agree to continue this *Agreement.* Upon such involuntary termination, MONTGOMERY COUNTY COMMISSION shall notify all participants that this *Agreement* has been terminated. Any individual who is currently hospitalized when such termination occurs will be allowed to continue hospitalization if medically necessary under the provisions of this *Agreement* until discharged, unless the individual's coverage has been exhausted or is no longer authorized.

C. ***Disposition of Claims and Fund after Termination:*** In the event of the termination of this *Agreement*, MONTGOMERY COUNTY COMMISSION shall

immediately notify all participants to submit and file all unreported and unpaid claims for benefits under this *Agreement*, if any, with AMERICAN BEHAVIORAL within ninety (90) days from the date of such notice. Claims received beyond ninety (90) days will be considered void by AMERICAN BEHAVIORAL; AMERICAN BEHAVIORAL will have no obligation to settle such claims.

D. ***Continuity:*** Except in the case of voluntary or involuntary termination as set forth in Sections IV.A and IV.B. This *Agreement* shall continue in full force and effect for 1 year from the effective date of this *Agreement*. This *Agreement* shall renew automatically for consecutive one year periods, effective on the anniversary date, unless terminated by either party.

V. Liabilities and Indemnification

A. ***Indemnification*:** MONTGOMERY COUNTY COMMISSION and AMERICAN BEHAVIORAL agree to indemnify and hold harmless each other and its directors, officers, employees and agents from any claim, liability, cost, loss, expense or damage (including reasonable attorneys' and accountants' fees) that may be made by any participant or any other person or entity employed by either party in connection with this *Agreement*, unless such claim, liability, cost, loss, expense or damage results from the other party's gross negligence, willful misconduct or fraud.

B. ***Discretionary Acts***: All discretionary acts taken by AMERICAN BEHAVIORAL in connection with providing services hereunder shall be uniform in their nature and application to all persons similarly situated.

C. ***No Responsibility for Acts of Others***: AMERICAN BEHAVIORAL does not assume any responsibility for any act of omission or breach of duty by the MONTGOMERY COUNTY COMMISSION benefits administrator or any "fiduciary" responsibility (as defined in Section 3(21) of the Employee Retirement Income Security Act of 1974 (ERISA) with respect to the employee benefit plan, unless such liability is mandated by ERISA Sections 405 (a) and (c), and, with respect to any third party. AMERICAN BEHAVIORAL is not to be deemed an insurer, underwriter or guarantor with respect to any benefits payable.

VI. HIPAA Compliance

To the extent required by the Privacy Regulations and/or the Security Regulations promulgated by the United States Department of Health and Human Services and contained in 45 C.F.R. Parts 160 and 164 pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "Regulations"), AMERICAN BEHAVIORAL and MONTGOMERY COUNTY COMMISSION Health Insurance Plan and the MONTGOMERY COUNTY COMMISSION EAP will enter into (or have entered into) a mutually acceptable Business Associate (as defined in the Regulations) Agreement whereby AMERICAN BEHAVIORAL and the Business Associates, will agree (or have agreed) to transmit, create, receive, and/or maintain Protected Health Information (as defined in the Regulations) and Electronic Protected Health Information (as defined in the Regulations) in accordance with the Business Associate provisions of the Regulations.

VII. Communication and Notices

Communication to AMERICAN BEHAVIORAL or MONTGOMERY COUNTY COMMISSION shall be addressed to such party at its respective principal office, provided, however, that upon written request, communication shall be sent to such other address as AMERICAN BEHAVIORAL or MONTGOMERY COUNTY COMMISSION may specify. No communication shall be binding upon any party until it is received by such party.

VIII. Applicable Law

This *Agreement* shall be governed by, construed and enforced under the laws of the state of Alabama, except as otherwise preempted by ERISA.

IX. Assignment

Except as expressly permitted herein, no party to this *Agreement* may assign any of its rights, duties or responsibilities hereunder without the express written consent of the other party.

X. Entire Agreement

This *Agreement* constitutes the entire *Agreement* of the parties hereto with respect to the subject matter hereof. There are no representations, warranties, conditions or obligations except as herein specifically provided.

XI. Waiver

Any waiver of any breach of the terms of this *Agreement* shall not be valid unless such waiver is in writing signed by the waiving party. A waiver in one instance shall not be deemed to be a continuing waiver unless expressly so stated therein.

XII. Severability

If any provision of this *Agreement* shall be deemed unenforceable for any reason, then such provision shall be severed and it shall not affect the validity or enforceability of the remaining terms of this *Agreement*; provided, however, that if the unenforceable provision materially and adversely affects the obligations of either party, then the party materially and adversely affected may terminate this *Agreement* upon thirty (30) days notice after a court of law has determined that such provision is enforceable

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents.

AMERICAN BEHAVIORAL BENEFITS MANAGERS, INC.

By: _____ October 5, 2010

Allen S. Blackwell — Date
President and
Chief Executive Officer

MONTGOMERY COUNTY COMMISSION

By: _____

Date

_____

Printed Name — Position

American Behavioral
MONTGOMERY COUNTY COMMISSION
Addendum A, Effective Date: June 1, 2010
Integrated Service Agreement Components

Pricing

Communication materials:	Direct cost pass through

EAP

EAP only:	$1.90 per employee per month

(For covered employees and dependents not participating in the health plan)

EAP and Behavioral Healthcare

(For covered employees and dependents participating in the MONTGOMERY COUNTY COMMISSION health plan)

In Alabama:

Single	$5.00 per employee per month
Family	$11.20 per employee per month
Out of network (*Direct pass-through of treatment costs)	as incurred

Outside of Alabama:

Out-of-State administrative fee	$2.25 per member per month

(Includes establishment and maintenance of a network of providers and facilities, case management and utilization review of all services, processing and payment of claims and cost/utilization reporting)

*Direct pass-through of treatment costs as incurred

****Above pricing includes the following services:**

Access to comprehensive, on-line resources and educational materials	Unlimited free use for one full year
Employee orientation sessions	Up to 1 session at corporate location
Manager orientation sessions	Up to 1 session at corporate location
Management consultations (telephonic)	Unlimited

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*Direct costs are those costs AMERICAN BEHAVIORAL must pay to providers and/or facilities as a result of this arrangement for the Group Mental Health and Substance Abuse Benefits; does not apply to EAP benefits. Facility charges including Intensive Outpatient, Partial and Regular Hospitalization charges (if covered by this plan) shall be billed on a direct pass-through basis for the following diagnoses: autism spectrum disorder, sexual gender identity disorder, eating disorder, residential care.

**Any additional services needed may be purchased on a fee-for-service basis as per the following fee schedule.

American Behavioral

Addendum A *Continued*
Integrated Service Agreement Components
Fee for Additional EAP Services
(these services are available in addition to those included on the previous page on a fee-for-service basis)

Manager/Supervisor Consultations
- $35 per consult via telephone
- $150 per consult on-site

Communication/Marketing materials for distribution within MONTGOMERY COUNTY COMMISSION
- Direct cost pass through

Orientation and training sessions for Key Personnel/Administration, Supervisors, and Employees
- $250 per session

Participation in Wellness Fairs/Benefit Fairs/Open Enrollment Meetings on site
- $150 first hour
- $100 per hour there after

Critical Incident Stress Debriefing (CISD) on site
- In Alabama: $250-$350 per hour based upon location and immediacy of response
- Outside of Alabama: Direct pass through; cost plus case management as incurred (average of two hours at $90 per hour)

Presentations for the Workplace/Lunch and Learns
- $250 per session, plus travel and materials

Psychological testing/Hiring, Promotional, Fit for Duty, etc.
- $275 per test (includes the testing process, interview, and scoring/reporting)

American Behavioral

INTEGRATED BEHAVIORAL HEALTHCARE
FEE FOR SERVICE PRICE LIST

Outpatient Treatment/Mental Health and Substance Abuse

Initial Evaluation

Physician Level	$200.00
Clinical Psychologist	$130.00
Counselor, Social Worker or Masters Level	$115.00

Follow-Up Visits	Physician	Psychologist	Masters
Therapy	$150	$120	$110
Brief therapy/med check	$ 75	$ 65	$ 60
Group therapy	$ 75	$ 65	$ 60

Psychological Testing $120 per hour (limit of 5 hours)

Case Management Included in above treatment rates
(Case management services include initial telephone assessment/triage, eligibility determination, provider options and referral, care coordination, and treatment plan review.)

Inpatient Treatment Facility Charges

Negotiated rates are billed on a direct-pass through basis.

Per Diem Ranges:

Adult	$390-$800
Child & Adolescent	$390-$800
Adult Substance Abuse	$300-$500
Adolescent Substance Abuse	$300-$500
Partial Hospitalization/Intensive Outpatient	$165-$300

Third Party Administrative Fees
Inpatient Facility Charge $750 per episode
(Includes eligibility determination, care coordination, medical necessity review, quality assurance, provider negotiation and contracting, claims processing and utilization reports)

Case Management Fees
Inpatient Case Charges are included in Third Party Administrative Fee.

Additional Services may be purchased as needed and cost of these services will be mutually agreed upon at such time a specific request is made by the individual client organizations.

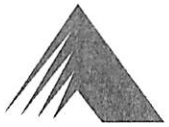
CERTIFICATE FOR GROUP MENTAL HEALTH BENEFITS

PLAN 300

ADDENDUM B

MONTGOMERY COUNTY COMMISSION

Administered By:



American Behavioral

APPROVED:

_____

Signature Date

_____

Its:

4-11

TABLE OF CONTENTS

American Behavioral

Welcome Covered Employees And Family Members

We are pleased that your employer has selected American Behavioral to serve as your behavioral healthcare benefits administrator. Since its inception in 1990, our company has achieved success as a managed behavioral health organization by being responsive and flexible in serving businesses, industries, employees and families. American Behavioral has continued to earn a solid pattern of growth throughout this time, and currently serves corporations throughout the United States.

American Behavioral has developed a model of care that encompasses planning, educating, monitoring, and coordinating access to care while maintaining and improving quality of service. From outpatient visits to inpatient care, American Behavioral is there every step of the way to ensure that you and your loved ones receive the appropriate level and type of care.

Employee Assistance Program Services (If Applicable)

The Employee Assistance Program (EAP) is designed to provide assessment, brief counseling and referral services for eligible employees and dependents. It is a confidential service to assist you in identifying and resolving common problems of every day life, including issues such as:

- Marital and Family Problems
- Job Stress
- Alcohol and other Drug Dependencies
- Financial/Legal Referrals
- Child Care or Elder Care Concerns
- Wellness Coaching

Both face-to-face and telephonic counseling sessions are available through the EAP. Call our toll free number to schedule an appointment today, 800-925-5EAP (5327).

There are also an additional 20,000 on-line resources in the Personal Advantage section of the American Behavioral website including:

- Over 3,500 Clinically Reviewed Articles
- 700 Videos on Behavioral Health and Well-Being
- 150 Videos on Parenting, Child Care, Family Care and Elder Care
- Numerous Health and Well-Being Videos
- 300 Consumer Friendly Financial Calculators
- Thousands of Helpful Federal and State Tax Forms
- Hundreds of Legal Forms, including Wills and Advance Directives

Visit our website: www.americanbehavioral.com or ask your Human Resource Representative for information on how to access the website.

Managed Behavioral Healthcare Services (If Applicable)

A managed behavioral healthcare program is available to provide additional resources when needed. It is a program of care designed to provide disorder identification, clinical treatment referrals, and crisis intervention for employees and family members who experience clinical mental health or behavioral conditions such as:

- Adjustment Disorders
- Attention Deficit Disorders
- Anxiety Disorders
- Mood Disorders

American Behavioral has a large network of providers who are credentialed in a variety of areas to meet your needs and provide clinical assistance in your area of concern. Providers include psychiatrists, psychologists, nurse practitioners, clinical social workers and licensed professional counselors, among others.

The following levels of care are available through this program:

- Crisis Assessment
- Outpatient Treatment
- Intensive Outpatient Treatment Program
- Mental Health Partial Hospitalization/Day Treatment Program
- Acute Psychiatric Inpatient Hospitalization
- Electroconvulsive Therapy
- Case Management
- Ambulance and Emergency Care

This document contains valuable information about the specific benefits available through your program along with descriptions and definitions of available services. We look forward to assisting you in your behavioral healthcare needs.

Summary Plan Description

The benefits described in this *Certificate For Group Mental Health Benefits Plan 300 (Certificate)* are provided in conjunction with your Employer's group health plan. Please refer to your Employer's group health plan booklet for important additional information such as eligibility, enrollment, privacy and security of your protected health information, and COBRA rights. To the extent that the benefits described in this *Certificate* and your Employer's group health plan are subject to the *Employee Retirement Income Security Act of 1974* ("ERISA"), this *Certificate* is considered to be a supplement to your Employer's group health plan *Summary Plan Description* (SPD), which may be the same document as the group health plan booklet discussed above.

Member Rights and Responsibilities

Through American Behavioral, you have the following rights and responsibilities:

Member Rights

American Behavioral believes that every Member has the right to:

- Be treated with dignity, respect and courtesy;
- Be treated without regard to race, religion, gender, sexual orientation, ethnicity, age, disability or communication needs;
- Confidentiality of protected health information and treatment information;
- Receive information about American Behavioral services, Providers, clinical guidelines, quality improvement programs, Member rights and responsibilities and any other rules or guidelines used in making coverage and payment decisions;
- A clear explanation of your health plan benefits and how to access services;
- Access to services and Providers that meet your needs;
- Choose or change your Provider;
- Request an interpreter or assistance for language translation or hearing problems;
- Participate in making your health care decisions by receiving appropriate information about your diagnosis, treatment options and prognosis;
- Participate in decisions concerning your care and treatment plan;
- An individualized treatment plan that is periodically reviewed and updated;
- Refuse or consent to treatment or tests to the extent provided by law and be made aware of the medical consequences of such decisions;
- Refuse to participate in any proposed investigational studies, clinical trials, or research projects;
- Receive treatment within the least restrictive environment;
- Give your health care Provider "advanced directives" (also called a "living will" or a "durable power of attorney for health care") concerning options when you are unable to direct your own care. This may include your wishes concerning life support such as a respirator, tube feedings or the use of dialysis;
- Be informed of the reason for any adverse determination by utilization management, including the specific utilization review criteria or benefits provision used in the determination;
- Utilization Management decisions based on appropriateness of care. American Behavioral does not reward Providers or other individuals conducting Utilization Review for issuing adverse determinations;
- Submit either positive or negative comments concerning your care to American Behavioral, your health care Provider(s) or your employer;
- Information about how to file a formal complaint or appeal;
- Voice complaints regarding use or disclosure of protected health information;
- Receive a copy of these rights and responsibilities;
- Make recommendations regarding these rights and responsibilities; and
- To appoint your next of kin, a legal guardian or legal designee to exercise these rights if you are unable to do so.

Member Responsibilities

American Behavioral believes that every Member has the responsibility to:

- Know your health plan benefits and adhere to the guidelines of your policy;
- Provide an accurate medical and social history. This includes granting a release of medical records from former Providers, if needed;
- Respect the rights, privacy, and confidentiality of other Patients and their families;
- Gather and carefully consider all information needed to give consent for treatment or to refuse care;
- Cooperate with the agreed upon treatment plan, instructions and guidelines, and to discuss the results with your Provider;
- Notify your health care Provider when you expect to be late for an appointment or need to cancel;
- Ask questions regarding your illness or treatment and to tell your Provider about your expectations of treatment;
- Provide a copy of your "advanced directives" to your Provider whenever changes are made; and
- Ensure timely payment for your treatment.

I. Eligibility

Employee and Dependent eligibility is determined by the Employer. Please see your Employer's group health plan booklet and/or SPD for additional information.

II. Coordination of Benefits

Coordination of Benefits applies when a Covered Employee or Covered Dependent has health coverage under the *Group Mental Health Benefits Plan 300* (*Plan*) and one or more other plans. The Coordination of Benefits provisions in this section apply to the benefits described in this *Certificate*. Separate Coordination of Benefits rules may apply to other benefits provided by your employer through its group health plan. Please refer to your Employer's group health plan booklet/SPD for any such Coordination of Benefits provisions.

A. Duplicate Coverage Not Intended

It is not intended that payments made for services rendered to you shall exceed one hundred percent (100%) of the cost of the services provided. Therefore, in the case of duplicate coverage, the *Plan* may recover from you or from any other plan under which you are covered proceeds consisting of benefits payable to you or on your behalf, up to the amount of the *Plan's* cost obligation for Covered Services.

B. Workers' Compensation

The *Plan* will not cover services required to be covered under applicable Workers' Compensation Law whether or not the Employer has Workers' Compensation coverage.

C. Benefit Determinations

The *Plan* and the other plan(s) providing benefits shall determine which plan is primarily responsible for payment of covered benefits (e.g., the primary plan). If the *Plan* is primary, only those services outlined in this *Certificate* are Covered Services. If your other plan is primary, the *Plan* is secondary. The other plan must, therefore, pay up to its maximum benefit level after which the *Plan* shall pay for any remaining expenses subject to the following provisions:

1. The total combined payment by the *Plan* and any other plan to you or on your behalf shall not exceed the maximum amount that the *Plan* would pay if it were primary.

2. The *Plan* shall not cover services rendered to you that were denied by the primary plan due to your failure to comply with its terms and conditions, except when such services were provided by or under the care of a Participating Provider.

3. The *Plan* shall not be liable for payments for any services or supplies that are not Covered Services as outlined in this *Certificate*. All requirements must be met in order for services to be Covered Services even when the *Plan* is secondary.

4. Benefits will only be paid when Covered Services are provided by Participating Providers, or when the *Plan* has an out-of-network coverage benefit, except for treatment of Emergency Psychiatric Conditions when a non-Participating Provider is the nearest Provider as determined by American Behavioral (unless use of a non-Participating Provider is dictated by ambulance or hospital policy). You are required to notify us within 48 hours or as soon as reasonably possible after Emergency Services are initially provided

D. Order of Benefit Determination Rules

The rules determining whether the *Plan* or another plan is primary will be applied in the following order:

1. The plan having no coordination of benefits provision or non-duplication coverage exclusion shall always be primary.

2. The plan covering a Member who is the Subscriber is the primary plan. In addition, the benefits of a plan that covers a Member as an Employee who is neither laid off nor retired (or as that Employee's Dependent) are determined before those of a plan that covers the Member as a laid off or retired Employee (or as that Employee's Dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this provision is ignored.

3. The following is known as the *Birthday Rule:* The plan of the parent whose birthday comes first in the calendar year shall be primary with respect to dependent coverage. The year of birth is ignored. This rule is subject to the following rules for divorced or separated parents:

   a. If the parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
   b. If there is a court decree that establishes financial responsibility for medical, dental, or other health care expenses for the child, the plan covering the child as a dependent of the parent who has the responsibility will be primary.
   c. If the specific terms of a court decree state that the parents shall share joint custody without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination rules that apply to dependents of parents who are not separated or

divorced.

d. In the absence of a court decree, the plan of the parent with legal custody will be primary.

e. If the parent with custody has remarried, the order of benefits will be:

i. The plan of the parent with custody;
ii. The plan of the stepparent with custody;
iii. The plan of the parent without custody.

4. If none of the above rules determine the order of benefits, the benefits of the plan that covered a Member, or Subscriber longer are determined before those of a plan that covered that person for the shorter time.

III. Right to Release and Receive Necessary Information

A. Additional Information

At times we may need additional information from you. You must agree to furnish us with all information and proofs that may be reasonably required regarding any matters pertaining to the *Plan*.

B. Possible Delay or Denial of Payment

If you do not provide information when we request it, there may be a delay in payment or denial of payment of Benefits.

C. Rights of American Behavioral

1. Right to Request Information From Providers

By accepting the Mental Health and Substance Abuse Services under the *Plan*, you authorize and direct any person or institution that has provided services to you to furnish us with all information or copies of records relating to those services. We have the right to request this information. This applies to all Members, including Dependents. American Behavioral agrees that such information and records will be considered confidential.

2. Right to Release Records

We have the right to release any and all records concerning health care services that are necessary to implement and administer the terms of the *Plan* for appropriate medical review, quality assessment or as we are required to do by law or regulation.

D. Member Requests for Medical Records or Billing Statements

You may contact your Provider to request complete listings of medical records or billing statements pertaining to you. Providers may charge a fee to cover the cost

of providing records or completing requested forms.

IV. Recovery Provisions

A. Refund of Overpayments

1. If we pay benefits for expenses incurred on your behalf, you or any other person or organization that was paid must make a refund to us if:

   a. All or some of the expenses were not paid by you or did not legally have to be paid by you;
   b. All or some of the payment we made exceeded the benefits under this *Plan*; and
   c. The refund equals the amount we paid in excess of the amount it should have paid under the *Plan*.

2. If the refund is due from another person or organization, you agree to help us recover the refund amount when requested.

3. If you or any other person or organization that was paid, does not promptly refund the full amount, we may reduce the amount of any future benefits that are payable under the *Plan*. We may also reduce future benefits under any other group benefits plan we administer for the Employer. The reductions will equal the amount of the required refund. We may have other rights in addition to the right to reduce future benefits.

B. Subrogation

1. Right of Subrogation

   If we pay or provide any benefits for you under this plan, we are subrogated to all rights of recovery which you have in contract, tort, or otherwise against any person or organization for the amount of benefits we have paid or provided. That means that we may use your right to recover money from that other person or organization. In addition, we have a security interest in and lien upon any recovery to the extent of the amount of benefits paid by the plan and for expenses incurred by the plan in obtaining a recovery.

2. Right of Reimbursement

   Besides the right of subrogation, we have a separate right to be reimbursed or repaid from any money you, including your family members, recover for an injury or condition for which we have paid plan benefits. This means that you promise to repay us from any money you recover the amount we have paid or provided in plan benefits. It also means that if you recover money as a result of a claim or a lawsuit, whether by settlement or otherwise, you must repay us from the money that you recover. And, if you are paid by any person or company besides us,

including the person who injured you, that person's insurer, or your own insurer, you must repay us. In these and all other cases, you must repay us from the funds that you recover.

We have the right to be reimbursed or repaid first from any money you recover, even if you are not paid for all of your claim for damages and you are not made whole for your loss. This means that you promise to repay us first even if the money you recover is for (or said to be for) a loss besides plan benefits, such as pain and suffering. It also means that you promise to repay us first even if another person or company has paid for part of your loss. And it means that you promise to repay us first even if the person who recovers the money is a minor. In these and all other cases, we still have the right to first reimbursement or repayment out of any recovery you receive from any source.

3. Right to Recovery

You agree to furnish us promptly all information which you have concerning your rights of recovery or recoveries from other persons or organizations and to fully assist and cooperate with us in protecting and obtaining our reimbursement and subrogation rights in accordance with this section.

You and your attorney must notify us before filing any suit or settling any claim so as to enable us to participate in the suit or settlement to protect and enforce our rights under this section. If you do notify us so that we are able to and do recover the amount of our benefit payments for you, we will share proportionately with you in any attorney's fees charged you by your attorney for obtaining recovery. If you do not give us that notice, our reimbursement or subrogation recovery under this section will not be decreased by any attorney's fee for your attorney.

You further agree not to allow our reimbursement and subrogation rights under this plan to be limited or harmed by any other acts or failures to act on your part. It is understood and agreed that if you do, we may suspend or terminate payment or provision of any further benefits for you under the plan.

4. Our Lien Rights

We have a lien against the amount of any money you or your family member recover for an injury or condition for which we have paid plan benefits (including any amounts you recover from another person's insurer or from your own insurer). This lien is for the full amount of the medical expenses we paid on account of the injury caused by the other person. The lien will stay in effect until we have been reimbursed in full from any judgment or settlement obtained or we agree to waive some or all of the lien. If we have to sue you or your dependent to enforce our lien or to be reimbursed by you or your dependent, you or your dependent will also

have to reimburse us for the costs we had to pay to collect the amount you owed us, including our attorney's fees.

5. Governing Law

The law governing the plan and all rights and obligations related to the plan shall be ERISA, to the extent applicable. To the extent ERISA is not applicable, the plan and all rights and obligations related to the plan shall be governed by, and construed in accordance with, the laws of the state of Alabama, without regard to any conflicts of law principles or other laws that would result in the applicability of other state laws to the plan.

V. Termination of Coverage

A. Employee Coverage

1. Employee coverage ends on the earliest of the following:

a. The day the *Plan* ends;
b. The end of the month for which contributions for the cost of coverage have been made after employment stops. See *Disability* below; or
c. The last day of a period for which contributions for the cost of coverage have been made if the contributions for the next period are not made when due.

2. Disability

a. The Employer has the right to continue a person's employment and coverage under the *Plan* during a period in which the person is away from work due to disability.
b. The period of continuation is determined by the Employer based on the Employer's general practice for an Employee in the person's job class.
c. Coverage ends on the date the Employer notifies us that the person's employment has stopped and coverage is to be ended.

VI. Member Complaints and Administrative Appeals

A. Types of Complaints

1. Inquiry

a. An Inquiry is the act of requesting information or a close examination of facts or evidence.
b. Inquiries are not subject to appeal.

2. Quality of Care Complaint

a. A Quality of Care Complaint is a report of behavior that could

adversely impact a person's health and well-being.

b. Quality of Care Complaints are not subject to appeal.

B. Complaint Procedure

1. To submit a complaint by telephone, you may call us at (205) 871-7814 or (800) 677-4544. We will assist you with the specific process.

2. To submit a written complaint, mail all pertinent documentation to:

Attn: Quality Management
American Behavioral
550 Montgomery Highway
Suite 300
Birmingham, Alabama 35216

3. We reserve the right to require complaints be submitted in writing, depending on the nature of the allegation.

VII. Member Claims and Appeals Rights

This section explains the rules for filing claims and appeals.

A. In General

Claims for benefits under the plan can be post-service, pre-service, or concurrent. This section of the certificate explains how these claims are processed and how you can appeal a partial or complete denial of a claim. You must act on your own behalf or through an authorized representative.

B. Post-Service Claims

For you to obtain benefits after services have been rendered, we must receive a properly completed claim form from you or your provider. Most providers are aware of our claim filing requirements and will file claims for you. If your provider does not file a claim form for you, then you can call us and ask for a claim form. When you receive the claim form, complete it, attach an itemized bill, and send it to us at 550 Montgomery Highway, Suite 300, Birmingham, Alabama 35216. Claims must be submitted and received by us within 45 days after the service takes place to be eligible for benefits.

If we receive a submission from you or your provider that does not qualify as a claim, we will notify you or your provider of any additional information that we need. After we receive that information, we will process the submission as a claim.

Sometimes we may need additional information in order to determine whether the claim is payable. If we need additional information, we will ask you to furnish it to us, and we will suspend processing of your claim until the information is received. We may request the information directly from your provider and send

you a copy of our request. You will have 90 days to provide the information to us.

Ordinarily, we will notify you of our decision within 30 days of the date on which your claim was filed. If we request additional information, we will notify you of our decision within 15 days after we receive the requested information. If the requested information is not provided within the 90-day period that we gave you for furnishing the additional information, then your claim will be considered denied.

In some cases, we may ask for additional time (up to 90 days) to process your claim. In such cases our request will be made in writing and will indicate the special circumstances requiring the extension of time. If you do not wish to give us time, then we will process your claim based on the information that we have.

C. Pre-Service Claims

Non-emergency Mental Health Services must meet established medical necessity guidelines. American Behavioral is available 24 hours per day, seven (7) days per week. The toll-free number is 1-800-677-4544. If you attempt to file a pre-service claim but fail to follow our procedures for doing so, we will notify you of the failure and the proper procedures within 24 hours (for urgent pre-service claims) or five days (for non-urgent pre-service claims).

American Behavioral will retrospectively review claims for Emergency Services to determine if each of the criteria listed in *Section VII* is met and that the Services are not listed as excluded by the *Plan*.

We will treat your claim as urgent if a delay in processing your claim could seriously jeopardize your life, health, or ability to regain maximum function or, in the opinion of your treating physician, a delay would subject you to severe pain that cannot be managed without the care or treatment that is the subject of your claim. If your treating physician tells us that your claim is urgent, we will treat it as such.

If your claim is urgent, we will notify you of our decision within 72 hours. If we need more information we will notify you within 24 hours of your claim. We will tell you what further information we need, and you will then have 48 hours to provide that information to us. We will notify you of our decision within 48 hours after we receive the requested information. If we do not receive the information, your claim will be considered denied at the expiration of the 48-hour period that you were given for furnishing the information to us.

If your claim is not urgent, we will notify you of our decision within 15 days. If we need more information, we will let you know before the 15-day period expires. We will tell you what further information we need, and you will then have 90 days to provide this information to us. We may request the information directly from your provider and send you a copy of the request. We will notify you of our decision within 15 days after we receive the requested information. If

we do not receive the information, your claim will be considered denied at the expiration of the 90-day period that you were given for furnishing the information to us.

D. Concurrent Care Determinations

If we have previously approved a course of treatment to be provided over a period of time or number of treatments, and we later decide to limit or reduce the previously approved stay or course of treatment, we will give you enough advance written notice to permit you to initiate an appeal and obtain a decision before the date on which the care or treatments are no longer approved. You must follow any reasonable rules we establish for the filing of your appeal, such as time limits within which your appeal must be filed.

If a previously approved course of treatment is about to expire, you may submit a request to extend your approved care. The phone number to request an extension of care is 1-800-677-4544.

If your request for additional care is urgent and is submitted no later than 24 hours before the end of your pre-approved course of treatment, we will give you our decision within 24 hours of when your request is submitted. If your request is not made before this 24-hour time, and your request is urgent, we will give you our determination within 72 hours. If your request is not urgent, we will treat it as a new claim for benefits.

E. Your Right to Information

Upon request, you have the right to receive copies of any documents that we relied on in reaching our decision and any documents that were submitted, considered, or generated by us in the course of reaching our decision. You also have the right to receive copies of any internal rules, guidelines, or protocols that we may have relied upon in reaching our decision. If our decision was based on a medical or scientific determination (such as medical necessity), you may also request that we provide you with a statement explaining our application of those medical and scientific principles to you. If we obtained advice from a health care professional (regardless of whether we relied on that advice), you may request that we give you the name of that person. Any request that you make for information under this paragraph must be in writing. We will not charge you for any information that you request under this paragraph.

F. Appeals

1. In General

a. You or your authorized representative may appeal (either verbally or in writing) any adverse benefit determination. An adverse benefit determination includes any of the following:

(i) Any determination that we make with respect to a post-

service claim that results in your owing any money to your provider other than copayments you make, or are required to make, to your Provider;

(ii) Our denial of a pre-service claim;

(iii) An adverse concurrent care determination (for example, we deny your request to extend previously approved care); or

(iv) An adverse medical necessity decision.

b. Either an urgent/expedited appeal or a non-urgent/standard appeal can be requested. An urgent/expedited appeal can be requested if a delay in treatment would result in:

(i) A significant increase to the risk of the Member's health or the health of others;

(ii) Severe pain; or

(iii) The inability to regain maximum functioning.

2. How to Initiate an Internal Appeal Review Through American Behavioral

a. You or your authorized representative may initiate an appeal by contacting us at the address or numbers listed below.

Attn: Appeals
American Behavioral
550 Montgomery Highway, Suite 300
Birmingham, AL 35216

Toll Free Telephone: (800) 677-4544
Fax Number: (205) 868-9625

b. The appeal request should include all of the following:

(i) The Member's name;

(ii) The Member's date of birth;

(iii) An identification number, if applicable;

(iv) The date(s) of service(s);

(v) The name of the treating Provider;

(vi) Any additional information to be considered during the appeal process.

c. Information that can be included in an appeal is:

(i) Records relating to the current conditions of treatment,

(ii) Notation of coexisting conditions; and

(iii) Any other relevant information.

d. For clinical cases, a Physician in the same or similar specialty area as your treating Physician will review and make the decision about the appeal request. If the treating Provider is not a Physician, a

doctoral level Psychologist or a Physician will review and make a decision about the appeal request. The Physician or Psychologist will have no previous involvement in decisions about the case.

3. Appeal Review Process

a. We have two levels of appeal. The non-urgent/standard appeal is the final level of appeal. You may request a non-urgent/standard appeal if a previously-filed urgent/expedited appeal resulted in an adverse determination.

(i) You must request an appeal within 180 calendar days from the receipt date of our letter that contained the adverse determination decision.
(ii) We will notify you, as well as your Provider(s), of the appeal resolution in writing within 30 calendar days from the receipt date of the request.
(iii) If you request an appeal of a denied pre-service request, we will complete the review and notify you of the outcome within 15 calendar days from the receipt date of the request.

b. Urgent Process (Expedited Appeal)

(i) You or your Provider(s) may request an expedited appeal by calling (205) 871-7814 or (800) 677-4544.
(ii) We will review the urgent appeal, render a decision, and notify you and your Provider(s) within 72 hours of the appeal request.

4. Additional Rights

a. You may request, free of charge, a paper copy of any relevant documents, records, guidelines or other information we used to make our decision. To request a copy of this information, contact us at the address or numbers listed below:

Attn: Appeals
American Behavioral
550 Montgomery Highway, Suite 300
Birmingham, AL 35216

Toll Free Telephone: (800) 677-4544
Fax Number: (205) 868-9625

b. Some information will require you to provide a written request or consent before it can be released.

VIII. Benefit Conditions

A. Mental Health Services are services which are:

1. Covered Benefits as outlined in this *Certificate*;

2. Rendered by a Participating Provider or Facility;

3. Furnished by a Provider or Facility we recognize as an Approved Provider or Facility for the type of services being furnished. For example, we reserve the right not to pay for some or all services furnished by Providers who are not Medical Doctors (M.D.s), even if the services are within the scope of the Provider's license.

B. No benefits will be provided for services you receive after the *Plan* or your coverage ends, even if they are for a condition which began before the *Plan* or coverage ended.

C. Benefits for Mental Health Services are subject to copayments, deductibles, conditions, limitations and exclusions as noted in this *Certificate.* See the *Summary of Mental Health Benefits* for the amount we cover and your financial obligations.

D. Treatment Authorization

1. Mental Health Services must meet established medical necessity guidelines as described in *Section VII.*

2. American Behavioral will retrospectively review claims for Emergency Services to determine if each of the criteria listed in *Section VII* is met and that the Services are not listed as excluded by the *Plan.*

E. If you are not satisfied with your Participating Provider(s), you may call us and ask for a referral to another Participating Provider(s).

F. Payment to Non-Participating Providers

If the *Plan* allows for out-of-network benefits, you may elect non-Participating Providers or Facilities, but higher copayments, deductibles and other conditions may apply as outlined in this *Certificate.* You must use the services of Participating Providers and Facilities to receive full benefits.

G. <u>Authorization Does Not Guarantee Payment</u>

Excluded treatment of pre-existing conditions, if any, is not covered by the *Plan* even if such treatment is authorized. If the Member has other coverage, and such other coverage is responsible for payment or would have been responsible if the Member had complied with its terms and conditions, the *Plan* is not responsible for payment even if services were authorized.

IX. Explanation of Benefits

A. Mental Health Services may include the following:

1. Assessment;

2. Diagnosis;

3. Treatment Planning;

4. Medication Management;

5. Psychotherapy (e.g. Individual, Family and Group);

B. Mental Health Services may be provided by the following licensed providers:

1. Psychiatrists;

2. Nurse Practitioners;

3. Psychologists;

4. Professional Counselors;

5. Marriage and Family Therapists; and

6. Clinical Social Workers.

C. Mental Health Services include the following:

1. Crisis Assessment

Crisis Assessment is designed to help a Member cope with a crisis and gain access to the next appropriate level of care. Crisis Assessment is usually indicated when there is evidence of an impending or current psychiatric emergency without clear indication for inpatient treatment.

2. Outpatient Treatment

Outpatient Treatment is provided in an ambulatory setting and includes the following services:

a. Psychotherapy provided by a licensed mental health Provider in

order to treat a mental health disorder. Brief, goal-directed talk therapy is provided for individuals, groups, and families.

b. Pharmacotherapy provided by psychiatrists who are medical doctors and specialize in treating mental disorders using the biomedical approach, which includes psychotherapy. Pharmacotherapy may also be provided by licensed nurse practitioners working alongside psychiatrists.

3. Intensive Outpatient Treatment Program (IOP)

Treatment in an intensive outpatient program is an alternative to inpatient or partial hospitalization/day program treatment for certain psychiatric conditions as determined by the patient's symptoms and level of functioning.

An intensive outpatient program is indicated for patients, often in crisis, who require structured treatment (e.g. individual therapy, group therapy, family and/or multi-family therapy and psychoeducation) to decrease symptoms and improve the patient's level of functioning. Depending on the structure of the program, IOP occurs up to five (5) times per week for up to four (4) hours each session.

4. Partial Hospitalization/Day Treatment Program (PHP)

Partial hospitalization is a day or evening treatment program that may be hospital-based or conducted in a free-standing facility. It is an alternative to inpatient hospital treatment of certain psychiatric conditions as determined by the patient's level of functioning. These services include nursing, psychiatric evaluation and medication management, group and individual/family therapy, psychological testing, substance abuse evaluation and counseling. This highly structured level of treatment includes up to eight hours of clinical services per day.

Partial hospitalization may be accessed as a transitional level of care (e.g., step-down from inpatient) or a stand-alone. Partial hospitalization is under the supervision of a psychiatrist.

5. Acute Inpatient Hospitalization

Acute inpatient treatment is the most intensive level of care and is provided in a secure and protected hospital setting. Inpatient treatment is indicated for stabilization of individuals who display acute conditions or are at a risk of harming themselves or others.

Acute inpatient hospitalization includes structured treatment services and 24-hour on site nursing care and monitoring. An evaluation by a psychiatrist should occur within the first 24 hours of the admission. Daily, active treatment by a psychiatrist supervising the plan of care is required.

All general services relevant to the patient's co-morbid medical condition(s) should be available as needed.

6. Dual Diagnosis

Dual diagnosis programs are usually indicated when a Member has a severe or complex Mental Health Disorder(s) and a comorbid Substance-Related Disorder(s).

7. Psychological Testing

Psychological testing is provided in an ambulatory or confined setting (e.g. hospital, skilled nursing facility or in a rehabilitation facility). Psychological testing is administered and interpreted by a licensed Clinical Psychologist. The testing must have sound psychometric properties and be conducted for purposes of aiding in diagnosis of a Mental Health -Related Disorder or in the process of reassessing a failed treatment.

8. Electroconvulsive Therapy (ECT)

Electroconvulsive therapy (ECT), also known as electroshock, is a psychiatric treatment in which seizures are electrically induced in patients that are under anesthesia for a therapeutic effect. Electroconvulsive therapy administered by a specially trained psychiatrist may differ in its application. The frequency and total number of treatments will vary depending on the condition being treated, the individual response to treatment and the medical necessity of the treatment. ECTs are provided in an outpatient facility or when necessary during an acute inpatient stay.

9. Emergency Mental Health Services

a. Emergency Mental Health Services, including those rendered in a Hospital Emergency Department, are covered in and out of the Service Area if the following conditions exist:

   i. The Member has an Emergency Psychiatric Condition;
   ii. The treatment is Medically Necessary; and
   iii. Treatment is sought immediately after the onset of symptoms (within 24 hours of occurrence).

b. In determining whether an Emergency Psychiatric Condition existed, we will consider whether a prudent layperson with an average knowledge of health and medicine would reasonably have considered the condition to be an Emergency Psychiatric Condition.

c. If admitted to an Acute Inpatient Hospitalization, the Emergency Department Copayment is applied toward the Inpatient

Hospitalization copayment.

d. Follow-up care in an Emergency Department is not a Covered Service. Follow-up care is subject to all provisions of this *Plan*.

10. Ambulance Services:

Emergency Ambulance Transportation by a licensed ambulance service to a Hospital for treatment of an Emergency Psychiatric Condition is a Covered Service. See the *Summary of Mental Health Benefits*.

MONTGOMERY COUNTY COMMISSION MENTAL HEALTH BENEFITS SUMMARY PLAN DESCRIPTION

Emergency admissions require notification within 48 hours of admission.
Call 205-871-7814 or 800-677-4544 for information on benefits and eligibility.
Effective Date of This Plan: January 1, 2011

Benefits	In-Network			Out-of-Network (If Applicable)		
	Limitations	**Coverage**	**Member Responsibility**	**Limitations**	**Coverage**	**Member Responsibility**
EAP Services	**Up To Six (6) Free, Confidential EAP Counseling Sessions Per Plan Year.** ***Pre-service authorization is required for all EAP services. Call 800-925-5327for authorization.***					
Outpatient Treatment	Based on appropriate level of care and medical necessity guidelines	Covered at 100% of allowed amount* subject to copay	$30 copay per visit/session/group therapy session	Based on appropriate level of care and medical necessity guidelines	Covered at 80% of allowed amount	20% of allowed amount plus any amount not covered by the health plan
Psychological Testing	Based on appropriate level of care and medical necessity guidelines	Covered at 100% of allowed amount* subject to copay	$30 copay per hour	Based on appropriate level of care and medical necessity guidelines	Covered at 80% of allowed amount	20% of allowed amount plus any amount not covered by the health plan
Acute Psychiatric Inpatient Hospital Services	Based on appropriate level of care and medical necessity guidelines	Covered at 100% of allowed amount* after per admission deductible and copay	$300 deductible per admission; $50 copay on day 3 of hospitalization	Based on appropriate level of care and medical necessity guidelines	Covered at 80% of allowed amount after per admission deductible and copay	$600 deductible and $50 copay on day 3 of hospitalization; 20% of allowed amount and any other amount not covered by the health plan
Inpatient Physician Services	Based on appropriate level of care and medical necessity guidelines	Covered at 100% of allowed amount*	None	Based on appropriate level of care and medical necessity guidelines	Covered at 80% of allowed amount*	20% of allowed amount* and any other amount not covered by the health plan
Intensive Outpatient Treatment	Based on appropriate level of care and medical necessity guidelines	Covered at 100% of allowed amount* subject to copay	$30 per day copay	Based on appropriate level of care and medical necessity guidelines	Covered at 80% of allowed amount*	20% of allowed amount* and any other amount not covered by the health plan
Partial or Day Hospitalization	Based on appropriate level of care and medical necessity guidelines	Covered at 100% of allowed amount after per admission deductible	$300 deductible per admission; $50 copay on day 3 of hospitalization	Based on appropriate level of care and medical necessity guidelines	Covered at 80% of allowed amount*, subject to deductible and copays	$600 deductible and $50 copay on day 3 of hospitalization; plus 20% of allowed amount* and any other amount not covered by the health plan
Ambulance Services	Based on appropriate level of care and medical necessity guidelines	Covered at 100% of allowed amount*	None	Based on appropriate level of care and medical necessity guidelines	Covered at 100% of allowed amount*	None
Residential Treatment	Not Available			Not Available		
Electroconvulsive Therapy in conjunction with Acute Psychiatric Hospital Services or as Outpatient Surgical Setting	Based on appropriate level of care and medical necessity guidelines	Covered at 100% of allowed amount* subject to facility copay	$75 facility copay	Based on appropriate level of care and medical necessity guidelines	Covered at 80% of allowed amount*	20% of allowed amount* and any other amount not covered by the health plan
Anesthesia *(In conjunction with ECT)*	Based on appropriate level of care and medical necessity guidelines	Covered at 100% of allowed amount*	None	Based on appropriate level of care and medical necessity guidelines	Covered at 80% of allowed amount*	20% of allowed amount* and any other amount not covered by the health plan
Emergency Department	Based on appropriate level of care and medical necessity guidelines	100% of allowed amount* after facility copay	$75 facility copay	Based on appropriate level of care and medical necessity guidelines	100% of allowed amount* after facility copay	$75 facility copay

*Allowed amount: The amount of a provider's/facility's charge that American Behavioral recognizes for payment. This is based on the payment method used by American Behavioral where services are received. The allowed amount shall be determined by American Behavioral using pre-established fee schedules and/or per diem rates in every situation possible.

XI. Exclusions

There are some services that are not covered under the *Plan's* basic benefits. There are no benefit provisions for the following:

A. General Exclusions

1. Services, care or treatment received after the date coverage ends

2. Care that is not Medically Necessary or that is not a Covered Service as determined by American Behavioral

3. Services performed in connection with conditions not classified in the current edition of the *Diagnostic and Statistical Manual of Mental Health Disorders*

4. Treatment provided by non-Participating Providers or Facilities, unless the Employer provides an out-of-network benefit

5. Treatment or consultation provided by a Provider with the same legal residence as you or who is a part of your family, including spouse, brother, sister, parent, or child

6. Members who do not keep their appointments for outpatient services shall be responsible to the Provider for any charges incurred as a result. We shall not be responsible for charges incurred for appointments that are not kept

7. Expenses for psychiatric/psychological report preparation and presentation when not required by Participating Providers

8. Psychiatric or psychological examinations or treatments that are not otherwise Covered Services. Examples of such excluded services include when such services relate to career, education, sports, camp, travel, employment, insurance, marriage, adoption, medical research, or to obtain or maintain a license of any type

9. Services or supplies to the extent that you are or would be, entitled to reimbursement under Medicare, regardless of whether you properly and timely applied for, or submitted claims to Medicare, except as otherwise required by Federal law

10. Services for which you have no legal obligation to pay or for which a charge would not ordinarily be made in the absence of coverage under this *Plan*

11. Services and expenses provided to a hospitalized Member that could have been provided at a lower level of care based on Medical Necessity Criteria and given the Member's condition and the services provided (e.g. an

Inpatient admission that could have been treated on an Outpatient basis)

12. Services and expenses of an Emergency Psychiatric Hospitalization if American Behavioral is not notified within 48 hours after admission, or if American Behavioral determines that the admission was not Medically Necessary

13. Travel and transportation to receive consultation or treatment even though prescribed by a Provider, except for Emergency Psychiatric Ambulance Services

14. Therapies which are not short-term or crisis-oriented

15. Treatment or consultations provided via telephone unless specifically pre-authorized

16. Treatment or consultations provided via web-based practice

17. Services or expenses for which a claim is not filed in a timely manner

18. Services or expenses for which a claim is not properly submitted

B. Mandated/Regulatory Exclusions

1. Services for Mental Health Conditions that by Federal, State or local law must be treated in a public Facility, including, but not limited to, commitments for mental illness. In addition, to the extent allowed by law, we do not cover care or treatment provided in a Facility that is owned or operated by any Federal, State or other governmental entity.

2. Court-ordered treatment unless it is determined that such services are Medically Necessary based on Medical Necessity Criteria for the treatment of a treatable Mental Health Disorder.

3. Services for conditions that require coverage to be purchased or provided through other arrangements such as Workers' Compensation, no-fault automobile insurance or similar legislation; care that is provided in a school; health services received while on active military duty or as a result of terrorism, war or any act of war, whether declared or undeclared; care for disabilities related to military service for which you are entitled to service and for which facilities are reasonably available to you.

4. Services required as a result of participation in a riot or in the commission of any assault or felony or required while incarcerated in a prison, jail, or any other penal institution

C. Diagnostic Exclusions

Note: Where applicable, a list of specific diagnoses codes from the *Diagnostic And Statistical Manual Of Mental Health Disorders* (DSM) follows each exclusion. These are not all inclusive.

1. Chronic pain, except for diagnoses associated with psychological factors

2. Eating disorders (307.1; 307.50; 307.51)

3. Learning, motor skills, and communication disorders as the primary diagnosis except for purposes of making the initial diagnosis

315.00	Reading Disorder	315.1	Mathematics Disorder
315.2	Disorder of Written Expression	315.31	Expressive Language Disorder
315.32	Mixed Receptive-Expressive Language Disorder	315.39	Phonological Disorder
315.4	Developmental Coordination Disorder	315.9	Learning Disorder NOS

4. Mental retardation as the primary diagnosis except for purposes of making the initial diagnosis (317 -319)

5. Personality disorders as the primary diagnosis except for purpose of making the initial diagnosis (301.0; 301.20-301.9)

6. Pervasive Developmental disorders as the primary diagnosis except for purposes of making the initial diagnosis

299.00	Autistic Disorder	299.10	Childhood Disintegrative Disorder
299.80	Asperger's Disorder		
	Pervasive Developmental Disorder NOS		
	Rett's Disorder		

7. Sexual, paraphilia, and gender identity disorders as the primary diagnosis except for purposes of making the initial diagnosis (302.2- 302.9)

8. Studies conducted in order to find the cause of an organic disorder (e.g.. CT scan, neuropsychological testing, MRI, etc.) or treatment of such disorders are not covered. Organic disorders include, but are not limited to, Organic Brain Disease and Alzheimer's Disease. These studies and treatments are, by design and definition, part of the medical/surgical component of your coverage

9. Truancy, disciplinary or other behavioral problems as the primary diagnosis

D. Psychological Testing Exclusions

1. Psychological testing that is not pre-authorized

2. Psychological testing that is not conducted by a licensed Clinical

Psychologist or other Mental Health Providers who are duly licensed to conduct psychological testing

3. Psychological testing, except when conducted for purposes of diagnosing a mental disorder or when rendered in connection with treatment for a mental disorder

4. Psychological testing without sound psychometric properties including empirically substantiated reliability, validity, standardized administration, and clinically relevant normative data based on age, educational attainment, and when relevant ethnicity and gender

5. Psychological testing administration, scoring, and interpretation that is above and beyond the time limit(s) reported in peer review publications

6. Psychological testing in which the Provider does not compose a final report that, at minimum, summarizes clinical impressions and recommendations that will be forwarded to the referring Provider and discussed with you

7. Psychological testing that is not relevant and valid for evaluating the clinical concerns under consideration. Psychological testing for Attention Deficit Disorder and pervasive developmental disorders will be considered only after self-report inventories have been administered, scored, and interpreted and reveal equivocal findings

8. Neuropsychological Testing is not a Covered Benefit when undertaken for medical diagnosis of a neurological disorder, traumatic brain injury, stroke, closed head injury, dementia; for the diagnosis of attention deficit disorders; for legal reasons such as competency to handle business affairs, disability applications or workman's compensation claims. Testing under those conditions should be billed under medical insurance or paid for by other entities such as Worker's Compensation. Neuropsychological Testing may be a Covered Benefit in cases where clear confusion exists as to whether a symptom pattern reflects a psychiatric problem as opposed to a neurological pattern

9. Psychological testing as related to an evaluation process for a surgical procedure (e.g.. gastric bypass surgery, chronic pain stimulator implantation), unless psychological testing is needed to aid in differential diagnosis

10. Psychological testing that is not otherwise a Covered Service. Examples of such excluded testing include when such services relate to career, education, sports, camp, travel, employment, insurance, marriage, adoption, medical research, or to obtain or maintain a license of any type

11. Achievement testing

12. Intelligence quotient (IQ) testing

E. Specialty Treatment Exclusions

1. Acupressure or acupuncture
2. Alternative therapy
3. Animal assisted therapy (e.g. equestrian therapy)
4. Aroma therapy
5. Aversion therapy
6. Biofeedback
7. Bio-energetic therapy
8. Carbon dioxide therapy
9. Co-dependency treatment, except when provided in association with services provided for a treatable mental or substance disorder
10. Confrontation therapy
11. Convalescent care
12. Crystal healing therapy
13. Cult deprogramming
14. Custodial care
15. Developmental delays
16. Domiciliary care
17. Educational or professional growth training or certification related to employment
18. Experimental or investigational treatments or therapies
19. Expressive therapies (e.g. psychodrama) when billed as a separate service
20. Electrical aversion therapy
21. Guided imagery

22. Hearing or vision impairment

23. Hemodialysis for Schizophrenia

24. Holistic medicine

25. Hyperbaric therapy or other oxygen therapy

26. Hypnotherapy

27. Insight-oriented therapy

28. Investigative services related to employment

29. Laboratory tests

30. Marathon therapy

31. Marriage or family counseling when such counseling is in a non-crisis situation, except when rendered in connection with services provided for a Member's treatable mental or substance disorder or through the American Behavioral Employee Assistance Program (EAP), if applicable.

32. Massage therapy

33. Motivational training programs

34. Orthomolecular therapy

35. Personal growth and development

36. Pharmaceutical preparations except as given in an inpatient setting and included in a predetermined Hospital per diem or case rate

37. Primal therapy

38. Private duty nursing

39. Psychoanalysis

40. Rehabilitation programs, regardless of duration or the setting in which the services are provided: Mitral valve prolapsed programs, PMS programs, work hardening programs, vocational rehabilitation, educational rehabilitation or rehabilitation related to learning disabilities

41. Residential treatment

42. Rest cures

43. Respite care

44. Rolfing

45. Sanatorium care

46. Sedative action electrostimulation therapy

47. Sensitivity training

48. Self-help training

49. Services administered for insurance purposes

50. Services provided in order to obtain or maintain employment

51. Services related to judicial or administrative proceedings

52. Sex therapy programs or treatment for sex offenders

53. Sleep diagnostic clinics

54. Speech therapy

55. Stress treatment, except when rendered in association with services provided for a treatable mental or substance disorder

56. Transcendental Meditation

57. Tryptophan therapy

58. Vitamin (megavitamin) therapy

59. Weight management treatment or any treatment related to weight reduction or obesity

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
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

January 24, 2011

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) to:

*NC-2011-20: Rescind Appropriation to Alabama State University, Department of Athletics, for Tennis Program, Attn: Coach Bernard Sewell - $1,500; (Williams)

C-2011-36: Montgomery County Recreation Department, for Selma-Montgomery-Tuskegee Tennis, Inc., for Neighborhood Tennis Program - $1,500 (Williams)

C-2011-37: Montgomery Symphony Orchestra, for Music Education and Musical Enrichment Programs for All Ages - $4,000; (Wilson)

C-2011-38: The Alabama World Affairs Council, for Educational Programs - $500; (Wilson)

NC-2011-22: Montgomery County Recreation Department, for Trees at the Snowdoun Park - $200; (Ingram)

NC-2010-23: BOE, Carver Elementary School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-24: BOE, Floyd Middle Magnet School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-25: BOE, Floyd Elementary School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-26: BOE, William R. Harrison Elementary School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-27: BOE, Davis Elementary School, for Principal's Discretionary Fund- $500; (Dean)

NC-2010-28: BOE, Catoma Elementary School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-29: BOE, Martin L. King Elementary School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-30: BOE, Southlawn Elementary School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-31: BOE, Southlawn Middle School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-32: BOE, MacMillian International Academy, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-33: BOE, Hayneville Road Elementary School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-34: BOE, Sidney Lanier High School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-35: BOE, Pintlala Elementary School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-36: BOE, Carver Senior High School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-37: BOE, Bellingrath Junior High School, for Principal's Discretionary Fund - $500; (Dean)

NC-2010-38: Alabama State University, Department of Athletics, for Baseball Camp, Attn: Coach Larry Watkins - $500; (Dean)

NC-2010-39: Alabama State University, Department of Athletics, for Tennis Camp, Attn: Coach Bernard Sewell - $500; (Dean)

NC-2010-40: Alabama State University, Department of Athletics, for Men's Basketball Camp, Attn: Lewis Jackson - $500; (Dean)

NC-2010-41: Alabama State University, Department of Athletics, for Ladies' Basketball Camp, Attn: Coach Freda Jackson - $500; (Dean)

NC-2010-42: Alabama State University, for Alabama State University Marching Band Camp, Attn: James Oliver - $500; (Dean)

NC-2010-43: Alabama State University, Department of Athletics, for Football Camp, Attn: Coach Reggie Barlow - $500; (Dean)

NC-2010-44: Alabama State University, Department of Athletics, for Track Camp, Attn: Track Coach - $500; (Dean)

DLM/tll

Agenda

JAN 24 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: January 5, 2011

SUBJECT: Bid No. 52110-10B-036, Weapon Systems

Request approval of award on the above referenced Invitation to Bid to Gulf States Distributors, Inc., the only bid received, for the amount of $23,474.00, be placed on the agenda for the County Commission meeting on January 10, 2011. (copy of spread sheet attached)

The Sheriff's Office will be purchasing 121 weapons for a total of $52,514.00, less $29,040.00 for the trade-in of 121 weapons.

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

Coordination of award made with Sheriff D.T. Marshall.

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52110-10B-036				GULF STATES DIST., INC. - ATTN: CONRAD NAFTEL; PHONE#271-2010; FAX#279-9267		NO BID RECEIVED: LAWMEN'S & SHOOTERS SUPPLY							
DATE ISSUED: DECEMBER 9, 2010													
DATE OPENED: JANUARY 4, 2011													
DEPARTMENT: SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
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
1	WEAPON SYSTEMS	EA	121	$434.00	$52,514.00								
	SIDEARM												
1A	LESS TRADE-IN OF												
	SIG PRO BLUE LINE,												
	MAGS & HOLSTERS	EA	121	-$240.00	29,040.00								
	11 BIDS MAILED												
TOTAL BID AMOUNTS					$23,474.00								

Notes:

2-2

SPRTSHTWEAPONSSYSTEMS

MONTGOMERY COUNTY COMMISSION
Purchasing Department
P.O. Box 1667
Montgomery, Alabama 36102-1667

INVITATION TO BID

Bid Date	Bid Number	Return Bid By
DECEMBER 9, 2010	**52110-10B-036**	**JANUARY 4, 2011 10:00A.M.**

Please submit a sealed price quotation on the items listed below (Note: **No Faxed Bids).** The submissions will be received at 101 S. Lawrence Street until the date and time shown above and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return. Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent. The Montgomery County Commission reserves the right to award this bid on an all or none, item by item basis, with or without trade-ins, to refuse all bids and waive technicalities. **A Bid Bond in the amount of five-percent (5%) over the amount of $50,000 must accompany your bid, unless otherwise indicated. A certified check or money order will be acceptable.** Note: "No Company Checks". If you have any questions regarding this bid, please contact Pat Silas, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.

DONALD L. MIMS, ADMINISTRATOR/PURCHASING AGENT

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
	121 Each	**Weapon Systems: Sidearm; Caliber: .357 sig; XD-Springfield, Smith & Wesson M&P or Approved Equal. Holster: Safariland 6360STX Basket Weave Finish or Approved Equal; Specifications Attached Name Brand and Model Being Bid: Weapon Systems:_____ Holster System:_____**	**$____**	**$_____**
	121 Each	**Less Trade-In of Sig Pro Blue Line .357 sig with 3 mags each and holsters. Uncle Mikes Level III**	**-$____**	**$_____**
		TOTAL BID $_____		

MONTGOMERY COUNTY COMMISSION DESIRES TO ENTER INTO A ONE (1) YEAR CONTRACT, WITH THE OPTION TO RENEW FOR TWO (2) YEARS, IN ONE (1) YEAR PERIODS, WITH THE SUCCESSFUL VENDOR FOR THE PURCHASE OF WEAPON SYSTEMS. PRICES SHALL REMAIN FIRM FOR THE FIRST YEAR. A PRICE ESCALATION MAY BE ALLOWED AFTER THE FIRST YEAR BUT SHALL NOT EXCEED 5% PER YEAR.
Montgomery County Sheriff's Office will make a one-time purchase of 121 Each Weapon Systems and reserves the right to order more during the contract period.

1. **BID NO. 52110-10B-036 SHALL APPEAR ON OUTSIDE OF BID ENVELOPE.**
2. **BID BOND SHALL BE ATTACHED TO BID FORM.**
3. **NO ORAL, TELEPHONIC, TELEGRAPH, FACSIMILE BIDS, MODIFICATIONS OR ALTERNATE BIDS WILL BE CONSIDERED. BIDS WILL NOT BE CONSIDERED FROM FIRMS, INDIVIDUALS OR THE SAME OWNERS OF SEPARATE COMPANIES SUBMITTING MORE THAN ONE BID.**
4. **THREE (3) "NO RESPONSES" TO INVITATION TO BIDS WILL BE REASON FOR DELETION OF FIRMS' NAME FROM THE BID LIST. ONCE DELETED FROM BID LIST, FIRMS' NAME MAY BE PLACED BACK ON THE BID LIST WITH A WRITTEN REQUEST FROM THE FIRM.**
5. **SEE ATTACHED BID PROTEST PROCEDURE.**

_____
COMPANY

_____
MAILING ADDRESS

_____
CITY STATE ZIP

_____
OFFICIAL SIGNATURE

_____
OFFICIAL NAME (TYPE/PRINT)

_____
TITLE

F.O.B._____

TERMS OF PAYMENT_____

DELIVERY DATE:_____

COMPANY PHONE NO.:_____

FAX NO.:_____

FEDERAL I.D.#_____

E-MAIL ADDRESS:_____

BID PROTEST PROCEDURE
MONTGOMERY COUNTY COMMISSION

1. A formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

2. Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

3. The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with 41-16-31 of the Code of Alabama.

SPECIFICATIONS
FOR
WEAPON SYSTEMS
XD-SPRINGFIELD, SMITH & WESSON M & P
OR APPROVED EQUAL
121 EACH

1. Caliber: .357 sig
2. Frame: Black Polymer
3. Magazine: 3 – 12 to 15 rounds stainless steel
4. Slide: Forged Steel, Black Melonite Finish
5. Barrel: 4.5 to 5 inch Melonite Finish
6. Safety: Grip or Ambidextrous Thumb
7. Sights: Night Sights 10 years +
8. Rail to accommodate for different light systems
9. Life Time Warranty
10. Fit a holster that is designed to carry a weapon with or without a light system
11. Hammer less double action only, able to fire with magazine out, round in chamber observation system, with a 5 or 6 pound trigger pull
12. Vendor conducts an Armorers Course for 8 to 10 Instructors at the Sheriff's Office Training Facility within 90 days of delivery of weapon system with a supply of basic parts for 5 guns.
13. Vendor will respond to any weapon system problem within a 24 hour period and will have a contact person for the Montgomery Sheriff's Office Account.
14. Holster will need to be a Safariland 6360STX Basket weave finish, medium ride, black, Security Level III, and will carry weapon system with or without a light system. The light system to be used by Montgomery County Sheriff's Office will be either the RLR1 or the M3.
15. Option Package by vendor showing price that will be firm for a two (2) period on magazines, lights, holsters, and basic parts.
16. Montgomery Sheriff's Office Star and MCSO stamped on the upper receiver.

THE ATTACHED SPECIFICATION CHECKLIST SHALL BE COMPLETED AND ATTACHED TO BID WHEN SUBMITTED TO THE PURCHASING DEPARTMENT. BIDS RECEIVED WITHOUT THIS CHECKLIST WILL BE DISQUALIFIED.

BID NO. 52110-10B-036
SPECIFICATION CHECKLIST
121 EACH WEAPON SYSTEMS

	COMPY	DOES NOT COMPLY	EXCEPTIONS TO SPECIFICATIONS
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

THIS CHECKLIST SHALL BE FILLED OUT AND ATTACHED TO BID FORM WHEN SUBMITTED TO THE PURCHASING OFFICE. BIDS RECEIVED WITHOUT THIS COMPLETED CHECKLIST WILL BE DISQUALIFIED.

Agenda

JAN 24 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: January 19, 2011

SUBJECT: Invitation to Bid No. 51261-10B-038,
An Automobile

Request approval of award on the above referenced Invitation to Bid, to the second low bid of Classic Buick GMC Cadillac, in the amount of $30,829.00, be placed on the agenda for the County Commission meeting on January 24, 2011. (copy of spread sheet attached)

The low bid of Stivers Ford Lincoln did not meet the attached warranty specifications. Even though Stivers is $1,583.85 lower, without the requested warranty, one break-down could go far above this amount.

Award of bid coordinated with Rhonda Cape of the District Attorney's Office.

Your approval is appreciated.

Attachment

INVITATION TO BID
NO. 51261-10B-038

SPECS REQUESTED	STIVERS BID
-Bumper to Bumper Limited Warranty 4 years/50,000 miles	36 months/36,000 miles
-Powertrain/Drivetrain Limited Warranty 5 years/100,000 miles	60 months/60,000 miles
-Rust Warranty – 6 years/Unlimited Miles	60 months/Unlimited Corrosion
-Roadside Assistance Program – 5 years/ 100,000 miles	60 months/60,000 miles

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 51261-10B-038				STIVERS FORD LINCOLN - ATTN: JULIUS THOMAS; PHONE#613-5000; FAX#613-5018		CLASSIC BUICK GMC CADILLAC; ATTN: GERALD JONES; PHONE#272-0043; FAX#272-7002		NO BIDS RECEIVED: RIVERSIDE CHEVROLET; CAPITOL CHEVROLET					
DATE ISSUED: DECEMBER 29, 2010													
DATE OPENED: JANUARY 18, 2011													
DEPARTMENT: D.A.'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
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
	AUTOMOBILE: 2011	EA	1	$29,245.15	$29,245.15	$30,829.00	$30,829.00						
	BUICK LACROSSE												
	CXL OR APPROVED												
	EQUAL												
	17 BIDS MAILED												
TOTAL BID AMOUNTS					$29,245.15		$30,829.00						

Notes:

2-3

SPRTSHTAUTODAREBID

Agenda

JAN 24 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: John A. Mitchell, Sr., Deputy Administrator JAM

DATE: January 4, 2011

SUBJECT: Final Pay for Contract No. 51100-10C-027, Renovation of 530 S. Lawrence Street, Family Justice Center

Request approval of the attached final payment on the above referenced project to David Armster General Contractors, for the amount of $2,805.57, be placed on the agenda for the County Commission meeting on January 10, 2011.

Coordination of final payment made with Mr. Kelley Pennington of T.C.U. Consulting Services, LLC.

JAM/ps

MCC - Family Justice Center @ 530 So. Lawrence

e-Builder

Transmittal - Workflow : 12

Subject:	FJC_David Armster General Contractors_Application for Payment #3		
Author:	Megan Proctor	**Held By:**	Kelley Pennington
Date Created:	01.03.2011 03:03pm	**Date Due:**	01.10.2011 02:30pm

To:	Montgomery County Commission
Address:	101 S. Lawrence Street Montgomery, AL 36104
Attention:	Mr. John Mitchell

Document Due:	01.10.2011
We are sending:	Application for Payment
Submitted for:	Approval,Payment
Sent Via:	Attached
Action Taken:	Approved
Copies:	1
Status:	Pending
Remarks:	TCU recommends David Armster General Contractor's Application for Payment #3 for processing and payment.
Attachment:	FJC_David Armster_Pay App #3.pdf
Signed:	M. Proctor

Form Created
01.03.2011 03:03pm

To: Kelley Pennington
CC:

8-2

RECEIVED
JAN 03 2011

ABC Form C-10ST
July 2004

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. 3
DATE: 12/27/2010
B.C. No.

TO OWNER:	PROJECT:
Montgomery County Commission 101 S Lawrence St Montgomery Al 36104	Family Justice Center 530 S Lawrence St Montgomery Al 36104
FROM CONTRACTOR:	**TO: ARCHITECT**
David Armster GeneraL Contractor Inc 1311 E South bLvd Montgomery Al 36116 **FEIN** 20-8571995	

TOTAL ORIGINAL CONTRACT		$ 109567.00
CHANGE ORDER(S)	Numbers 1 through 1	$ 53455.70 ✓
TO CONTRACT TO DATE		$ 56111.30

1.	Brought Forward: TOTAL CONTRACT TO DATE	$ 56111.30	$ 56111.30
	AMOUNT COMPLETE	100 %	$ 56111.30
2.	Stored Materials per the attached inventory of Stored Materials		$ 0
3.	Total Completed Work and Stored Materials		$ 56111.30
4.	Less Retainage		$
5.	Total Completed Work and Stored Materials, less Retainage		$ 56111.30
6.	Less credits to Owner for the "Totals To Date" amounts in the referenced Columns of attached MATERIALS INVOICE SUMMARY NO. ____ :		$
	a. Owner's portion of Cash Discounts: Column No. 4 ($ _____) X 50%		$
	b. Owner's Payments for Materials: Column No. 5		$
	c. Sales & Use Tax Savings: Column No., 6		$
7.	Total Due		$ 56111.30
8.	Less Total Previous Payments to Contractor		$ 53305.73 ✓
9.	Balance Due This Estimate		$ 2805.57 ✓

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By David Armster Date 12/27/10
PRESIDENT
(Title)

Sworn and subscribed before me this 30th day of December

Notary Public — NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 5, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

(Architect)

By _____

Date _____

REVIEW AND APPROVALS

Approved by _____ (Owner) _____ Signature Date 1/3/11

Approved by _____ _____ Signature Date _____

8-3

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda

JAN 24 2011

Request # 11

Date: December 23, 2010

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

Departure Date: February 17, 2011 Return Date: February 18, 2011

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: to attend the 2011 GFOAA 27th Annual Conference

Traveler (s) Name: 1. Donald L. Mims 4.

2. 5.

3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]

Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $597.84 Advance Registration Required: $250.00

Department Name: County Commission Fund Name: General

Additional Comments: Hotel - 104.00; Mileage - 93.84; Registration - 250.00; Meals - 150.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 01/24/11 reimbursement of actual and necessary expenses in the approximate amount of $597.84 and advance registration of $250.00 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:	$15,272.48	
Budget Available:	$7,227.52	
Current Requests:	$597.84	
Budget Balance:	$6,629.68	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/27/2010

cc: Finance Director / Buyer

9-1

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 12

Agenda

JAN 24 2011

Date: January 12, 2011

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL

Departure Date: February 16, 2011 Return Date: February 17, 2011

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: ALGTI Course: Financial Administration

Traveler (s) Name: 1. Ham Wilson, Jr. 4.

2. 5.

3. 6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

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

Department Name: County Commission Fund Name: General

Additional Comments: Registration Fee - 190.00 (Lunch Included)

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 01/24/11 reimbursement of actual and necessary expenses in the approximate amount of $190.00 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:	$15,272.48	
Budget Available:	$7,227.52	
Current Requests:	$787.84	
Budget Balance:	$6,439.68	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/12/2011

cc: Finance Director / Buyer

9.2

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 7

Agenda

JAN 24 2011

Date: December 27, 2010

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Gulf Shores, AL

Departure Date: February 15, 2011 Return Date: February 17, 2011

Conference Leave (Days / Hours): 3 days

Purpose of Travel: SLLETS Training Symposium

Traveler (s) Name:
1. Sgt. Ernest Murray
2. Deputy Troy Arnold
3.
4. Cpl. Dennis Smithee
5. Deputy Charles Driggers
6.

Check Mode of Transportation: County Vehicle [X] Commercial Air [ ] Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $1,250.00 Advance Registration Required: $0.00

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments:

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 01/24/10 reimbursement of actual and necessary expenses in the approximate amount of $1,250.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-52110.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$20,000.00	
Approved Requests:	$7,096.30	
Budget Available:	$12,903.70	
Current Requests:	$1,250.00	
Budget Balance:	$11,653.70	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 12/28/2010

cc: Finance Director / Buyer

9.3

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
JAN 24 2011

Request # 9

Date: January 5, 2011

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL

Departure Date: February 15, 2011 Return Date: February 18, 2011

Conference Leave (Days / Hours): 4 days

Purpose of Travel: Teaching at 2011 Alabama Sheriff's Orientation

Traveler (s) Name: 1. Chief Derrick Cunningham 4.
2. 5.
3. 6.

Check Mode of Transportation: County Vehicle [X] Commercial Air [ ]
Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $700.00 Advance Registration Required: $0.00

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments:

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 01/24/11 reimbursement of actual and necessary expenses in the approximate amount of $700.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-52110.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$20,000.00	
Approved Requests:	$7,096.30	
Budget Available:	$12,903.70	
Current Requests:	$1,950.00	
Budget Balance:	$10,953.70	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/5/2011

cc: Finance Director / Buyer

9-4

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda

JAN 24 2011

Request # 9

Date: January 19, 2011

To: Donald L. Mims, Administrator

From: Scott Kramer, Risk Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Destin, FL

Departure Date: March 23, 2011 Return Date: March 25, 2011

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: to attend the Spring 2011 Meeting of States' Joint Boards and Committees and General Membership Meeting

Traveler (s) Name: 1. Scott Kramer 4.

2. 5.

3. 6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [X]
Private Vehicle [ ] Other (Specify) [ ]

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

Department Name: Risk Management Fund Name: General Liability

Additional Comments: All Expenses Paid By States

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 01/24/11 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	007-51120.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$16,000.00	
Approved Requests:	$1,982.00	
Budget Available:	$14,018.00	
Current Requests:	$0.00	
Budget Balance:	$14,018.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/19/2011

cc: Finance Director / Buyer

9-5

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Request # 3

Agenda

JAN 24 2011

Date: January 3, 2011

To: Donald L. Mims, Administrator

From: George C. Speake, County Engineer

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Embassy Suites Hotel, Montgomery, AL

Departure Date: February 17, 2011 Return Date: February 18, 2011

Conference Leave (Days / Hours): 12 hours

Purpose of Travel: Attend AL Society of Professional Land Surveyors Forty-Eight Annual Membership Meeting and Workshop for Professionals

Traveler (s) Name: 1. George C. Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle [X] Commercial Air [ ]
Private Vehicle [ ] Other (Specify) [ ] _____

Total (est.) Cost: $225.00 Advance Registration Required: $225.00

Department Name: Engineering Fund Name: Gasoline Tax 111-53600-265

Additional Comments: _____

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 01/24/11 reimbursement of actual and necessary expenses in the approximate amount of $225.00 and advance registration of $225.00 is authorized.

To be completed by the Finance Department		
Fund Code:	111-53600.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$5,000.00	
Approved Requests:	$350.00	
Budget Available:	$4,650.00	
Current Requests:	$225.00	
Budget Balance:	$4,425.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/4/2011

cc: Finance Director / Buyer

9-6

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda

JAN 24 2011

Request # 4

Date: January 3, 2011

To: Donald L. Mims, Administrator

From: George C. Speake, County Engineer

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Bryant Conference Center, Tuscaloosa, AL

Departure Date: February 28, 2011 Return Date: March 2, 2011

Conference Leave (Days / Hours): 30 hrs.

Purpose of Travel: Attend Alabama Vegetation Management Society Annual Meeting

Traveler (s) Name: 1. Danise D. Nettles 4. _____

2. _____ 5. _____

3. _____ 6. _____

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]

Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $500.00 Advance Registration Required: $75.00

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600-265

Additional Comments: Includes registration, lodging & meals

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 01/24/11 reimbursement of actual and necessary expenses in the approximate amount of $500.00 and advance registration of $75.00 is authorized.

To be completed by the Finance Department		
Fund Code:	111-53600.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$5,000.00	
Approved Requests:	$350.00	
Budget Available:	$4,650.00	
Current Requests:	$725.00	
Budget Balance:	$3,925.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/4/2011

cc: Finance Director / Buyer

9-7

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda

JAN 24 2011

Request # 2

Date: January 7, 2011

To: Donald L. Mims, Administrator

From: Barbara M. Montoya, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama

Departure Date: February 1, 2011 Return Date: February 1, 2011

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: to attend 2011 Career Fair at Faulkner University for the purpose of recruiting qualified applicants.

Traveler (s) Name:
1. Shenita Mitchell
2. Karen Cason
3.
4.
5.
6.

Check Mode of Transportation:
County Vehicle [X] Commercial Air [ ]
Private Vehicle [ ] Other (Specify) [ ]

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

Department Name: Personnel Fund Name: Merit System

Additional Comments: PLEASE USE ACCOUNT NUMBER 123-51961-190 RECRUITING

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 01/24/11 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:	123-51961.190	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$2,000.00	
Approved Requests:	$721.07	
Budget Available:	$1,278.93	
Current Requests:	$50.00	
Budget Balance:	$1,228.93	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/11/2011

cc: Finance Director / Buyer

9-8

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda

JAN 24 2011

Request # 4

Date: January 19,2011

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Baltimore, Maryland

Departure Date: February 8, 2011 Return Date: February 11, 2011

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Attend Justice Department Training on Mental Health Court

Traveler (s) Name:
1. Judge Calvin Williams
2. Dr. Warren Brantley
3. Dr. Tom Petee
4. Amy Hinton
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	XX
Private Vehicle	XX	Other (Specify)	

Total (est.) Cost: $5,200.00 Advance Registration Required:

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: This required training is paid entirely out of the Mental Health Court Grant
Dr.Petee and Mrs. Hinton are AUM employees written into the Grant

---

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 01/24/11 reimbursement of actual and necessary expenses in the approximate amount of $5,200.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	125-55702.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$11,457.00	
Approved Requests:	$0.00	
Budget Available:	$11,457.00	
Current Requests:	$5,200.00	
Budget Balance:	$6,257.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/19/2011

cc: Finance Director / Buyer

9-9

Revised October 12, 2005

Appendix C

Montgomery County Commission
Travel / Training Request Approval

Agenda
JAN 24 2011

Request # 10

Date: January 19, 2011

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: February 10, 2011 Return Date: February 10, 2011

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To Attend: Infant Death Prevention Conference

Traveler (s) Name: 1. Kevin Davidson 4.
2. Steve Searcy 5.
3. 6.

Check Mode of Transportation: County Vehicle [X] Commercial Air [ ]
Private Vehicle [ ] Other (Specify) [ ]

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

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments:

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 01/24/11 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	760-51260.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$45,000.00	
Approved Requests:	$8,030.00	
Budget Available:	$36,970.00	
Current Requests:	$0.00	
Budget Balance:	$36,970.00	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/19/2011

cc: Finance Director / Buyer

9-10

Revised October 12, 2005

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
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

JAN 24 2011

January 20, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Election of Chairman of the County Commission

During the County Commission meeting on November 10, 2010, the Commission carried over the Election of the Chairman of the County Commission to the first meeting in January 2011. Due to the weather, the January 10, 2011 meeting was cancelled. I am asking that the Commission consider the Election of the Chairman during the January 24, 2011 meeting.

DLM/tn

10-1