

# **Dale County Commission**

### Commission Meeting Minutes – April 23, 2024

The Dale County Commission convened in a regular session Tuesday, April 23, 2024. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; and District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Carroll opened with prayer. Commissioner Grantham followed with the Pledge of Allegiance.

# APPROVED - AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the memorandum of warrants and minutes:

Memorandum of Warrants:

- Accounts Payable Check Numbers: 98948 99134.
- Payroll Check Numbers: 154965 154965.
- Direct Deposit Check Numbers: 428435 428580.

Minutes: Commission Meeting of April 9, 2024.

Commissioner Wilson seconded the motion, all voted aye. Motion carried,

### APPROVED - PERSONNEL TRAVEL

Commissioner Grantham made a motion to approve the following:

- Willie Worsham EMA EMA Preparedness Conference 06/23-26/2024.
- Sheila Waller & Kim Goode Revenue Tag Supv Workshop 04/23-24/24.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

### APPROVED - EMS TAG DISTRIBUTION - JAN-MAR, 2024

Commissioner Wilson made a motion to approve the expenditure of EMS tag distribution for January-March, 2024. See Exhibit 1.

Commissioner Enfinger the motion, all voted aye. Motion carried.

#### APPROVED – IAC REVIEW – OZARK/DALE COUNTY E-911

Commissioner Carroll made a motion to approve an IAC review of ARPA funds expenditure for Ozark-Dale County E-911.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

#### APPROVED – PRECINCT 6 VOTING LOCATION - PINCKARD

Commissioner Enfinger made a motion to approve a Resolution to change the voting location for Pinkard's Precinct 6. See Exhibit 2.

Commissioner Wilson seconded the motion, all voted aye. Motion carried,

### APPROVED - PRECINCT 14 VOTING LOCATION - EWELL

Commissioner Grantham made a motion to approve a Resolution and Agreement to change the voting location for Ewell's Precinct 14 and See Exhibit 3.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

### APPROVED – SOFTWARE AGREEMENT - PROBATE

Commissioner Wilson made a motion to approve a software agreement with Ingenuity, Inc. for the Probate department. The professional services fees of \$3,000/month will be paid from the Probate department's budget and all other paid expenses from the Probate Special Fund. See Exhibit 4.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

### APPROVED – ARPA EXPENDITURE – MUNICIPALITIES OF DALE COUNTY

Commissioner Enfinger made a motion to approve ARPA funds expenditures of up to \$60,000. for each municipality that doesn't already have ARPA projects previously approved. These municipalities are: City of Daleville; City of Level Plains, Town of Clayhatchee, City of Midland City, Town of Pinckard; Town of Napier Field, Town of Newton, and Town of Grimes. See Exhibit 5.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

# APPROVED – ARPA EXPENDITURE – DALEVILLE BOYS & GIRLS' CLUB

Commissioner Grantham made a motion to approve ARPA funds expenditures of up to \$80,000 for operations expenses. See Exhibit 6.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

### APPROVED - IAC REVIEW- AG PLEX ARENA

Commissioner Carroll made a motion to approve an IAC review of ARPA expenditures for the Ag Plex Arena.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

### ANNOUNCEMENT - NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, May 14, 2024, at 10:00am.

#### ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Wilson made a motion to adjourn the meeting. Commissioner Grantham seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.

Star 9

Steve McKinnon, Chairman

# EMS FUNDS January - March, 2024 Tag Fee Distribution

| ARITON       | \$<br>3,264.25  |  |
|--------------|-----------------|--|
| DALEVILLE    | \$<br>13,515.55 |  |
| ECHO         | \$<br>20,956.49 |  |
| LEVEL PLAINS | \$<br>1,500.00  |  |
| MARLEY MILLS | \$<br>3,264.25  |  |
| OZARK EMS    | \$<br>20,825.92 |  |

\$63,326.45

| ENDING<br>BALANCE   | •.                            |              |             |                        | æ            |   |            |               | ï            |              |              |                |      | ×            |  |   |   |  |  | I            |              |
|---|-------------------------------|--------------|-------------|------------------------|--------------|---|------------|---------------|--------------|--------------|--------------|----------------|------|--------------|--|---|---|--|--|--------------|--------------|
| FUNDS APPROVED<br>FOR PAYMENT   | 16,321.25                     | 13,515.55    |             | 1,500.00               | 15,015.55 \$ |   | 3,264.25   | 3,264.25      | 6,528.50 \$  |              | 10,445.60    |                |      | 10,445.60    | 4,504.67   | 4,504.67  | 4,504.67  | 750.78                                       | 750.78   | 15,015.55 \$ | 63,326.45 \$ |
| <u> </u>  | <del>ب</del> ه                | Ŷ            |             | ŝ                      | ş            | - | <b>v</b> 4 | ŝ             | ŝ            |              | ŝ            | _              | _    | t)           | <del>ري</del>                                    | <del>v</del>                                      | ÷   | Ş  | s  | \$           | ŝ            |
| FUNDS<br>REQUESTED  | \$ 161,842.81                 | \$ 20,000.00 |             | \$ 1,500.00            | \$ 21,500,00 | - |            | \$ 11,403.30  | \$ 16,647.09 |              | \$ 21,190.20 |                |      | \$ 21,190.20 | see ozark  | see Echo  | see Echo  | see Echo                                     | see Echo   | \$0.00       |              |
| EMS<br>RESPONSE/CALLS<br>FOR QUARTER                                      | 2576/2583                     |              |             | contract w/ enterprise |              |   | 102/103    | 141/146       |              |              | 754/764      |                |      |              | k Jan 24   | io Jan 24   | Echo Jan 24   | Jan 24                                       | Echo Jan 24  |              |              |
| SPONSOR   | Ozark EMS                     | Daleville    | Clayhatchee | Level Plains           |              |   | Ariton     | Marley Mill * |              | Skipperville | Echo         | Choctawhatchee | Ewil |              | 4,504.57 Newton (30%) Contract with Ozark Jan 24 | 4,504.67 Pinckard (30%) Contract with Echo Jan 24 | 4,504.67 Midland City (30%) Contract with Echo Jan 24 | 750.78 Grimes (5%) Contract with Echo Jan 24 | 750.78 Napier Field (5%) Contract with Echo Jan 24 |              |              |
| TOTAL FUNDS<br>AVAILABLE  | <b>\$ 16,321.25</b> Ozark EMS |              |             |                        | \$ 15,015.55 |   |            |               | \$ 6,528.50  |              |              |                |      | \$ 10,445.60 | \$ 4,504.67                                      | \$ 4,504.67                                       | \$ 4,504.67   | \$ 750.78                                    |  | \$ 15,015.55 | \$ 63,326.45 |
|   |                               |              |             |                        |              |   | -          |               |              |              |              |                |      |              |  |   |   |  |  |              |              |
| FUNDS AVAILABLE   | 16,321.25                     |              |             |                        | 15,015.55    |   |            |               | 6,528.50     |              |              |                |      | 10,445.60    |  |   |   |  |  | 15,015.55    | 63,326.45    |
| CARRY OVER FROM<br>PREVIOUS QTR   | \$                            |              |             |                        | \$           |   |            |               | \$           |              |              |                |      | \$ 5         |  |   |   |  |  | \$ * \$      | Ŷ            |
| % OF FUNDS TO BE DISTRIBUTED<br>(3% for Rev Commission already taken out) | 25%                           |              |             |                        | 23%          |   |            |               | 10%          |              |              |                |      | 16%          |  |   |   |  |  | 23%          |              |

EMS Funding January - March, 2024

### Exhibit 1

63,326.45 Total Ending Balance: 🕏 Total to Pay Out:

- 63,326.45 Total on Books 705-23600-000 63,326.45 total EMS funding to distribute difference . ŝ
- 3% for Rev Comm 1,958.55 63,326.45 Total qtr distribution \$ 65,285.00 \$ Total Funds for Current Quarter ŝ
- 63,326.45 63,326.45 Total carryover <mark>\$</mark> \$ Total to distribute this period \$

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#### STATE OF ALABAMA

#### **DALE COUNTY**

#### **RESOLUTION DESIGNATING VOTING PLACE**

Wheres, the Dale County Commission is the governing body responsible for designating the places of holding elections in the precincts established by the Commission; and

Whereas, the present voting place in Precinct 6 - Pinckard is the Voting Center - City Hall, 1309 E. Highway 134, Pinckard, AL 36371, which has become unsuitable for use as a voting place; and

Whereas, the new Town Hall is located nearby and is more suitable for elections, is ADA compliant, has sufficient parking, and is a public facility; and

Whereas, the Commission desires to relocate the voting place in Precinct 6 - Pinckard from the Voting Center - (Old) City Hall to the Voting Center - City Hall for the convenience of the voting public;

Now therefore, the Dale County Commission does hereby designate the Voting Center - City Hall, 1301 E. Highway 134, Pinckard, AL 36371, as the place for holding elections in Precinct 6 -Pinckard.

This designation shall be filed with the Judge of Probate of Dale County and with the Dale County Board of Registrars. The Judge of Probate shall carry out the notice provisions as are required under the laws of Alabama, particularly Section 17-6-4, Code of Alabama. This place of voting, so designated, shall be the same for all elections, either primary, general, special, and whether said election is Federal, State, District, or County.

Dated this the 23<sup>rd</sup> day of April, 2024.

#### **Dale County Commission:**

Cinnon, Chairman

Chris Carroll, District One

Donald O. Grantham, District Two

Enfinger? District Three

Frankie Wilson, District Four

ATTEST:

Cheryl Ganey, County Administrator

#### STATE OF ALABAMA

#### **DALE COUNTY**

#### **RESOLUTION DESIGNATING VOTING PLACE**

Wheres, the Dale County Commission is the governing body responsible for designating the places of holding elections in the precincts established by the Commission; and

Whereas, the present voting place in <u>Precinct 14 - Ewell</u> is the Voting Center - Ewell Fire Station, 2215 E. Highway 27, Ozark, AL 36360, which has become unsuitable for use as a voting place; and

Whereas, the Ewell Bible Baptist Church - Lewis Hall is located nearby and is more suitable for elections, is ADA compliant, has sufficient parking, and is a quasi-public facility; and

Whereas, the Commission desires to relocate the voting place in <u>Precinct 14 - Ewell</u> from the Ewell Fire Station to the Voting Center - Ewell Bible Baptist Church - Lewis Hall for the convenience of the voting public;

Now therefore, the Dale County Commission does hereby designate the Voting Center - Ewell Bible Baptist Church - Lewis Hall, 2443 AL-27, Ozark, AL 36360, as the place for holding elections in <u>Precinct 14 - Ewell</u>.

This designation shall be filed with the Judge of Probate of Dale County and with the Dale County Board of Registrars. The Judge of Probate shall carry out the notice provisions as are required under the laws of Alabama, particularly Section 17-6-4, Code of Alabama. This place of voting, so designated, shall be the same for all elections, either primary, general, special, and whether said election is Federal, State, District, or County.

Dated this the 23<sup>rd</sup> day of April, 2024.

**Dale County Commission:** 

Steve McKinnon, Chairman

Chris Carroll, District One

O. Grantham, District Two Donald

Adam Enfinger, District Three

Frankie Wilson, District Four

ATTEST: **County** Administr Cheryl Ganey,

### MEMORANDUM OF AGREEMENT REGARDING THE USE OF EWELL BIBLE BAPTIST CHURCH - LEWIS HALL AS A DALE COUNTY POLLING LOCATION

This memorandum of agreement regarding the use of the Ewell Bible Baptist Church - Lewis Hall as a polling location ("MOA") is entered into between the Ewell Bible Baptist Church ("Church") and the Dale County Commission ("Commission").

#### RECITALS

- A. The Commission conducts elections within the boundaries of Dale County, and it has become necessary to change the polling location in the Ewell community.
- B. The Church owns and operates Ewell Bible Baptist Church within the Ewell community and has agreed to let the Commission use the Church, specifically Lewis Hall, as a polling location for all elections within Dale County.
- C. The Commission and Church desire to enter into this MOA to memorialize their mutual understanding regarding operating a polling location at the Church.

# Now, therefore, the Church and Commission hereby agree as follows:

- The Church shall grant the Commission exclusive use of the Church's Lewis Hall ("Hall") as a polling place for election purposes for every election within the County.
- 2. The Commission will not be charged fees for access to the Hall pursuant to this MOA.
- 3. The Commission shall provide written notice to the Church with all known election dates as soon as they are determined.
- 4. The Church shall provide access to the Commission pursuant to this MOA beginning before an election day, as necessary to move polling equipment into the location, and until the election process is completed after polls close on election day.
- 5. The Church shall ensure that the doors to the Hall are open on every election day within the County.
- 6. The Commission is responsible for ensuring that all election rules are followed, including, but not limited to, that polls are opened to the public for voting at appropriate times and in an appropriate manner and that any layout and accessibility comply with the law.
- 7. The Commission will work with Church officials to take all reasonable steps to ensure that Commission staff, poll workers, observers, and members of the public do not access any other part of the Church grounds other than the Hall.
- 8. The Commission will be responsible for obtaining and setting up all necessary equipment for any election and ensuring its accessibility and security.
- 9. The Church shall provide Commission staff and election workers keys and/or access to the Hall during any time period when access is permitted under this MOA. Any such keys provided may not be copied or duplicated in any way and must be promptly returned upon the end of any access.

- 10. The Commission shall be responsible for removing all election equipment from the Hall after an election and returning the Hall to its condition that existed prior to an election.
- 11. This MOA shall be in effect until either party terminates it under this MOA.
- 12. The Church may terminate this MOA by providing the Commission written notice of the intent to terminate twelve months prior to the termination date. The parties understand that lengthy notice is required due to the legal intricacies in the changing of polling places. The Commission may terminate by voting to change or close the Ewell community polling place.
- 13. The Commission agrees to defend, indemnify, and hold harmless the Church, its board, administrators, employees, and volunteers, individually and collectively, from any and all costs, losses, claims, actions, attorney fees, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by the negligence of the Commission as a result of the services, equipment, property-owned, leased, or rented, or other activities as shown in the MOA. The County agrees to add the Church as an additional Covered Person under its General Liability Coverage in the amount of one million dollars. The Church shall be covered only with respect to the liability arising out of the use of the premises by the County during the agreed-upon election periods mentioned herein.
- 14. The Church agrees to defend, indemnify, and hold harmless the Commission, their boards, agents, employees, and volunteers, individually and collectively, as well as their insurers or anyone else charged or chargeable with their liability, from any and all costs, losses, claims, actions, attorney fees, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by the negligence of the Church as a result of the services, equipment, property-owned, leased, or rented, or other activities as shown in the MOA.
- 15. The parties acknowledge and agree that the mutual indemnification agreement contained herein is adequate consideration for the execution of this memorandum of agreement.
- 16. Nothing herein is intended or shall be construed as a waiver of defenses or immunities available under the law which the Commission or Church are entitled to raise.

IN WITNESS WHEREOF, the parties hereto have executed this MOA and, by so signing, certify that they have been duly authorized by their respective entities to execute this MOA.

**Dale County Commission** 

**Ewell Bible Baptist Church** 

innon Chairman Steve Witness Attesting Dale Goodwin - Pastor

**Attesting Witness** 



This Statement of Work ("SOW - 03") dated April 23, 2024 references and is incorporated within the Master Agreement (the "Agreement") dated August 1, 2019 between the Dale County Commission ("Dale County") and Ingenuity, Inc. ("Ingenuity").

- Ingenuity will customize, provide, implement, maintain, and support a Probate Court and Land Services: Records Application (the "Application") for the Dale County Probate Judge ("Dale Probate"). The Application will include functionality for registering business licenses, recording, indexing, and imaging legal instruments (including marriage affidavits) and managing probate court cases. The Application will contain integrated functionality for customers to search, view and print recorded instruments from computers in the Dale County Records Room, as well as from a publically accessible website. To strengthen integration of credit and debit card payments with the Application, Dale Probate will utilize the services of GovtPortal, LLC ("GovtPortal") related to the processing of credit and debit card payments associated with transactions completed using the Application. The GovtPortal fees are listed in Attachment 2 - GovtPortal Application. If Dale Probate elects to change payment processors, which is Dale Probate's option throughout the term of this SOW - 03, it will provide Ingenuity with at least ninety (90) days written notice of such change. The Services listed above are further described in Attachment 1 - Scope Document. Dale Probate will pay Ingenuity \$2,500 per month (the "Monthly Fees") related to the Services Price:
  - addressed in this SOW 03 beginning the month the Application is implemented. Ingenuity and Dale County agree that Ingenuity can raise these Monthly Fees during an extended term for this SOW – 03, but also agree that these Monthly Fees will not be increased by more than 10% in any year of the extended term. Dale Probate will also pay Ingenuity an additional implementation fee of \$25,000 (the "Probate Implementation Fee") to cover Ingenuity's initial Services and expenses related to this SOW -03 including the initial database conversion, system implementation, training, testing and related travel. The Probate Implementation Fee payment will be due within 30 days of the execution of this Statement of Work. If Dale Probate elects to change to a payment processor not currently integrated with the Application and approved by Ingenuity, Dale Probate will pay an additional one-time integration and testing fee, and additional monthly fees may apply. Dale Probate customers who choose to take advantage of the online services provided by Ingenuity (including the Internet-based access to Dale Probate recorded instrument images) will pay an additional convenience fee directly to Ingenuity. During each applicable quarter, Ingenuity will pay Dale Probate one-half of the net fees (after subtracting the related merchant processing fees) that Ingenuity collected from customers during the preceding quarter related to their Internet-based access to Dale Probate recorded instrument images.
- Start Date: 6/01/2024 the Application will be implemented as soon as possible following all the necessary initial Services including user testing. The target date for implementation is the first business day of September 2024.
- End Date: 8/31/2027 the End Date will be automatically extended in two (2) year increments unless either party provides the other party written notice of termination at least six (6) months prior to the original End Date or an extended End Date as may be applicable.
- Payment Schedule: Ingenuity will invoice Dale County on a monthly basis for all applicable services and fees. Dale County will pay all Ingenuity invoices in accordance with the terms of the Agreement.

Dale Probate Representative: Dale County Probate Judge

**Dale County Commission** 

Signature: Steve McKinnon By: Title: Chairman

#### Ingenuity, Inc.

Signature:

By: Rick A. Hayes Title: President



# Statement of Work – 03 Attachment 1 - Scope Document

# **Probate Court and Land Records**

For

**Dale County** 

April 2024

Dale County SOW --- 03 Scope Probate Court and Land Records

# **Table of Contents**

| OVERVIEW                        | 1  |
|---------------------------------|----|
| APPROACH                        | 1  |
| Requirements and Planning Phase | 2  |
| Customization Phase             | 2  |
| Implementation Phase            | 3  |
| Testing/Training Phase          | 3  |
| Production Phase                | 4  |
| Additional Services             | 4  |
| FUNCTIONAL REQUIREMENTS         | 4  |
| Business Licenses               | 7  |
| Online Document Search/Viewing  | 7  |
| Online Renewals                 | 8  |
| Reporting and Other Features    | 9  |
| Data Maintenance                | 9  |
| ROLES AND RESPONSIBILITIES      | 9  |
| Dale Probate                    | 9  |
| Ingenuity                       | 10 |
| CHANGE CONTROL                  | 11 |

Dale County SOW -- 03 Scope Probate Court and Land Records

# Overview

This document describes the scope related to the customization, implementation and provision of a Probate Court and Land Records Software Application (the "Application") by Ingenuity, Inc. ("Ingenuity") for the Dale County Probate Judge ("Dale Probate"), as well as Ingenuity's ongoing maintenance and support related to the Application. It also presents Ingenuity's approach, requirements and assumptions.

Ingenuity will provide the Application to Dale Probate with the following:

- Features to enable the creation, renewal, transfer or update of business licenses
- Features to allow the recording, indexing, and digital imaging of all legal instruments submitted to the Probate Court
- Features to allow the management of the Probate Court docket, including any applicable instrument recording, event scheduling, etc.
- Integrated document scanning and e-signature capabilities
- E-Recording capabilities
- Functionality for the online renewal of business licenses
- Functionality for the online searching, viewing, and purchasing of recorded legal instruments
- Administrative functionality such as reporting, transaction management and data maintenance

The Application will take advantage of web-based technologies.

# Approach

Ingenuity will work with Dale Probate in a collaborative manner to achieve the objectives of this initiative based on the requirements presented in the Functional Requirements Section below.

The Ingenuity approach for customizing and implementing the Application will include the following phases:

- Requirements and Planning
- Customization
- Implementation
- Testing/Training
- Production

Dale County SOW – 03 Scope Probate Court and Land Records

# **Requirements and Planning Phase**

During the Requirements and Planning Phase, Ingenuity will conduct the following activities:

- Conduct project kickoff
- Develop project schedule
- Validate all of the requirements for the project including:
  - Reports
  - Data migration
  - Technical infrastructure (server/network layout, etc.)
  - Security
  - Test data

Key deliverables of the Requirements and Planning Phase are:

- Project Schedule
- Infrastructure Plan that defines the infrastructure (e.g., hardware, network, host and thirdparty integration points) that is recommended for the production environment
- Specifications that describe the process and design for using existing Dale Probate data in the new Application environment

### **Customization Phase**

Because of the differences in policies and procedures among Alabama counties, the Application must be customized for Dale Probate prior to implementation. During the Customization Phase, Ingenuity will:

- Develop, test, and implement a custom import routine tailored to data made available from Dale Probate's legacy systems.
- Research all applicable local legislation pertaining to Recording and Probate Court in Dale Probate. Develop, test, and implement any required new functionality or modifications to the Application to comply with applicable local legislation.
- Load Dale Probate specific tax rates and fees to the Application.
- Meet with accounting staff to discuss all monthly reports and how each fee/tax is distributed. Create and test all required distribution reports and supplemental reports using Dale Probate specific recipient information.
- Develop and test any local reports used by Dale Probate accounting staff.

Dale County SOW – 03 Scope Probate Court and Land Records

- Customize all generated forms with Dale Probate data.
- Customize the verbiage for the Dale Probate Website to include Dale Probate contact information and disclosure of rates/fees.
- Meet with a Dale Probate representative to discuss employee-specific roles/permissions in the Application. Develop, test, and implement any custom role/permission based on Dale Probate's specifications.
- Meet with Dale Probate representative to discuss workflow. Develop, test, and implement any custom workflow based on Dale Probate's specifications.
- Meet with the appropriate IT staff supporting Dale Probate to discuss IT Infrastructure. Develop, test, and implement any new interfaces required to be compatible with existing or newly procured hardware.
- Meet with a Dale Probate accounting representative to discuss Bank Reconciliation and perform a review of all applicable bank statements. Develop, test, and implement any required changes to the Application's Bank Reconciliation tools to conform to Dale Probate accounts.

Because many of the items completed during the Customization Phase described above require new development or modification of existing processes to conform to Dale Probate specifications, special attention should be paid to these customizations during User Acceptance Testing (UAT) conducted during the Test/Training Phase.

### **Implementation Phase**

During the Implementation Phase, Ingenuity will:

- Test data import routines
- Review test plan, describing the overall testing approach and the test data to be used
- Implement the Application in test mode in the production environment

## **Testing/Training Phase**

Following completion of the implementation activities, Ingenuity will conduct formal system testing of the software. The testing will consist of the following:

- Functional Testing: Functional validation testing, which includes validation of the user interface (UI) forms, will be conducted for all components of the Application.
- Performance Testing: Performance testing will be conducted to demonstrate that the Application meets or exceeds reasonable performance metrics for these types of applications.

Dale County SOW -- 03 Scope Probate Court and Land Records

- Data Load Testing: Testing will be conducted to ensure that any of Dale Probate's data that is brought into the Application is successfully loaded.
- User Acceptance Testing (UAT) The primary objective of UAT is for Dale Probate representatives to validate that the application is working as described in the Functional Requirements. Dale Probate's approval of UAT will include the formal acceptance of the Application.

Concurrent with these testing activities, Ingenuity will conduct onsite classroom training for all supervisors and clerks.

During the Testing Phase, Dale Probate will continue to use its current production systems.

## **Production Phase**

Upon completion of the Testing Phase, the project will move to the Production Phase.

Ingenuity and Dale Probate will develop a production checklist that will determine the exact steps that will be taken to put the Application into production.

# **Additional Services**

In addition to the tasks and deliverables outlined in the five project phases above, Ingenuity will provide the following services:

- Project management
- Coordination and establishment of processes to facilitate outsourcing of the creation and mailing of renewal notices
- Ongoing maintenance and support
  - These services shall include support calls and Application maintenance, as well as periodic data updates based on new requirements from the State of Alabama

# **Functional Requirements**

The Application will have four primary components:

- An intuitive and web-based interface, providing the following features and functionality:
  - Allow creation, renewal and updating of business licenses
  - Allow recording, indexing, and digital imaging of legal instruments, with:
    - The ability to cross-index recorded instruments to one another.
    - The ability to index as the document is recorded or at a later time.

Dale County SOW – 03 Scope Probate Court and Land Records

- The ability to have 2-step index verification should Dale Probate elect to use such a process. To use this process, one user would enter indices for a given document and another user would verify the indices as a part of the index workflow.
- All documents should be stamped in accordance to Ala. Code § 35-4-58 (1975). This stamp will be initially accomplished using printed labels.
- Allow recorded instruments to be searched by:
  - Book and Page
  - Indices (Grantees / Grantors)
- Allow the scanned image of the instrument to be stored and viewable by Dale Probate personnel, as well as the public in the Dale Probate Records Room, including features to allow for the collection of copy fees if a customer prints a recorded image.
  - This printing will be tracked to the user who printed the document and billed to his/her account. There should also be a way to allow for one-time printing/collection in the event a user does not wish to setup an account.
- Allow the collection of fees and taxes based on user input during the recording process. Where possible, these fees and taxes will be calculated automatically using rules defined for each Instrument type in the Requirements Phase.
- Allow for the recording of Marriage Affidavits.
- Allow Dale Probate personnel to create Probate case matters, including entering basic information (e.g., Petitioner, Attorney, Matter Type).
  - The system should automatically assign a case number and allow for the recording, indexing, and imaging of all relevant documents associated with the case. Any applicable fees and taxes will be calculated and stored as receivable. Upon final settlement, all fees and taxes should be collected and appropriately disbursed on the month-end reconcilement reports.
  - All hearings and other events should be viewable and modifiable on a separate 'Events' tab on the main Case Management interface.
  - All scanned instruments and documents should be retrievable and viewable by case, as a separate 'Documents' tab on the main Case Management interface.
  - Certain types of matters are always sealed (juvenile name changes, etc.). This function should be automatic when a case is opened.

Dale County SOW - 03 Scope Probate Court and Land Records

- For Probate Court, each document or event pertaining to a case should be noted in a chronological 'Case Summary' list with each item being a link to any relevant recorded documents.
  - Each case will have a tab for 'Case Info' which will present all case demographic information including but not limited to petitioner, assigned attorney, matter type, and case number.
  - Each case will have a tab for 'Documents' which will present any documents recorded for the case. The 'Documents' tab should have a static 'Preview' pane where documents can be viewed with a single click.
  - If claims are relevant to a case (Estates, as an example), a 'Claims' tab should be visible. This tab will allow easy data entry of new claims and satisfaction of claims (including recording relevant documents).
  - If fees are relevant to a case, a 'Fees' tab should be visible. This tab will allow easy
    data entry of new fees and offer an overall view of all historical fees (including
    status as paid, unpaid, etc.)
  - All hearings, meetings, and other case events should be tracked on an integrated calendar and scheduling system.
    - If applicable, these events should be associated with the matter they reference.
    - The scheduling system should be designed such that it may also include any other scheduled commitments to ensure that the Probate Judge's assistant can easily track open dates/times to schedule future hearings, meeting, calls, etc.
  - Integrated credit card processing using encrypted card readers will be included.
  - A document template repository will be included where document templates can be loaded and managed by users. These document templates can then be used to produce documents with relevant case information in the 'Documents' tab.
  - E-recording functionality will be included.
  - Initial Books and Instrument types will be defined and loaded into the Application during the Requirements and Planning phase.
    - The Application should also allow new instrument types and books to be added.

Dale County SOW – 03 Scope Probate Court and Land Records

- The Application should allow existing books and instruments to be modified by users with appropriate permissions.
- Access to all features and components should be controlled with a permission hierarchy.
- Detailed reports showing all fees and taxes collected, including what day/user collected the fees to facilitate deposit and bank reconciliation, will be included.
- An Administrative console, including features to:
  - View and update transaction details
  - Create and manage users, roles, and privileges
  - Run reports
  - Perform other miscellaneous administrative tasks necessary for the normal operation of the Application

### **Business Licenses**

Business License transactions will include but are not limited to the following types:

- New Registration
- Renewal
- Replacement
- Transfer

## **Online Document Search/Viewing**

Dale Probate will offer online document search/viewing with the following features:

- Online Account Creation
- Login/Basic Account Maintenance
- Search by Indices or Book/Page
- View/Print any Recorded Document
- Ability to search for open estates by index

The following assumptions apply to the online renewal features:

Dale County SOW – 03 Scope Probate Court and Land Records

- Users must create a free account and provide credit card payment information to purchase documents
- Users will be able to view watermarked and obfuscated documents at no charge
- Users will be able to select which pages to purchase and download with downloaded images not including any watermark or obfuscation
- Initially, users will be charged \$2 per page downloaded
- Accounts will be settled daily

### **Online Renewals**

The Ingenuity Online Renewal system allows for Dale Probate customers to renew their business licenses online.

Using the Online Renewal website, Dale Probate customers will:

- Enter Business License Renewal Information
- Select which licenses to renew
- Enter Payment Information via a third-party provider utilizing SSL (Secure Sockets Layer)
- View and Print Payment Receipt

The following assumptions apply to the online renewal features:

- Renewals will be authorized using either a special code provided to customers through a link included with the renewal reminder emails and on renewal postcards mailed to customers or by using the customer's driver's license number in lieu of the special code
- Any necessary certifications will be determined during the Requirements Phase and may include certifications for insurance or other conditions

Once a customer has completed payment for an online renewal, no further transaction processing is required by Dale Probate. Because the online renewal system is integrated into the Application, the registration must simply be printed and mailed to the customer with the applicable receipt included.

The integrated Online Renewal system also contains an administrative console for Dale Probate personnel to manage online renewals. This console allows for the review, updating, and printing of all online renewal registration receipts. In addition to the administrative console, Ingenuity has created several reports that Dale Probate personnel may use to further manage and streamline the online renewal fulfillment process.

# **Reporting and Other Features**

The following will be provided for Dale Probate:

- A detailed month-end reconcilement process including creation of all mandated reports and corresponding remittance checks. These reports include, but are not limited to, any remittance checks to the County Commission, Judgment/Trust remittances to attorneys, and User Print Account invoicing and account management.
- A detailed month-end reconcilement process including creation of all mandated reports and corresponding remittance checks. These reports include, but are not limited to, any remittance checks to the County Commission, Judgment/Trust remittances to attorneys, and User Print Account invoicing and account management.
- Various administrative reports to assist Dale Probate in daily activities, including but not limited to:
  - End-of-Day Deposit Reports
  - Transaction Summary Reports
  - Online Renewal Reports
  - End-of-Month Distribution and Remittance Reports
  - User Performance Reports

In addition to these reports, the Application allows for Dale Probate and Ingenuity to create additional local reports to facilitate internal reconciliation processes and other administrative tasks.

## Data Maintenance

Ingenuity will provide the following maintenance functionality and support services for Dale Probate:

- Importing of external source files needed to maintain the Application
- Loading of any new tax rates or other information on an as-needed basis

### **Roles and Responsibilities**

### **Dale Probate**

The deliverables presented in this Scope Document are based on the following assumptions:

 Dale Probate will be responsible for providing the work station computers, scanners, printers, and any other hardware/peripheral devices used for the Application. Dale Probate

will also be responsible for the maintenance and support of this hardware and software including any related expenses.

- Dale Probate will identify and provide Subject Matter Expert (SME), application users, and the required documentation as necessary during the project.
- Dale Probate will provide a representative responsible for coordinating resources and support for this project.
- Dale Probate will be responsible for providing test data for the application on a timely basis.
- Dale Probate will be responsible for PCI Compliance related to credit card payments. Ingenuity will assist Dale Probate in the preparation of responses to Compliance Self-Assessment Questionnaires.
- Related to the Application implementation, Dale Probate will provide all information (including record layouts and data dictionary information regarding database records and indicator values) needed by Ingenuity from Dale Probate's current application(s) in a format to be defined by Ingenuity.
- Dale Probate and Ingenuity will promote the use of online services using notifications on the online payment website as well printed receipts if applicable. Other mutually agreed upon methods of advertisement and/or promotion of online services may also be used.
- Dale Probate will provide resolution to Ingenuity-initiated project issues within three (3) business days of receipt.
- Dale Probate and Ingenuity intend to publish a joint press release about the new system.
- Dale Probate will provide any Ingenuity personnel working onsite in Dale Probate with the necessary work facilities, tools, workspace, work materials, print facilities and any special software, hardware and system access to perform tasks associated with the project. These requirements will include the equipment and facilities needed to perform the onsite classroom training sessions.

Any changes to the requirements detailed in this proposal will be addressed through a formal change control process.

# Ingenuity

- Ingenuity will be responsible for the overall project management and implementation of the Application.
- Ingenuity will host the Application, as well as the online renewal/records search site, and will
  maintain the server used for these applications at no additional cost to Dale Probate.
  Ingenuity cannot guarantee continuous and uninterrupted availability of the Application or

Dale County SOW - 03 Scope Probate Court and Land Records

the reliability of the related internet services and therefore cannot be liable for any unavailability of these applications. However, the availability of Ingenuity's hosted applications has been consistently high in the past and will continue to be a very important priority for Ingenuity.

 Ingenuity will conduct testing of the application using a combination of Microsoft Edge, Google Chrome, and Microsoft Windows.

# **Change Control**

Due to the importance of completing this project in an effective and efficient manner, Ingenuity and Dale County agree that it is critical that the entire effort be closely managed. Therefore, the following change procedures will be followed in regards to any change control issue that arises during this project:

- The Dale Probate Representative will submit to Ingenuity a written description of any Dale Probate desired change to the project's scope, effort or schedule.
- Ingenuity will respond to any Dale Probate change request within three (3) business days with a written response that explains the effect of the requested change.

# RESOLUTION TO ALLOCATE AMERICAN RESCUE PLAN REVENUE REPLACEMENT FUNDS TO SUPPORT THE MUNICIPALITIES OF DALE COUNTY

WHEREAS, Dale County, Alabama ("the County") has received American Rescue Plan Act state and local fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"), which, in accordance with the Final Rule issued by Treasury on January 6, 2022, has been duly designated as revenue replacement funds ("revenue replacement funds"); and

WHEREAS, these ARPA revenue replacement funds may be used for the purpose of providing government services; and

WHEREAS, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11, 2021, 135 Stat 4, the County may transfer ARPA funds to eligible entities to carry out government services; and

WHEREAS, consistent with Code of Alabama (1975) § 11-1-10 the County may provide funds to municipalities if deemed for the public interest in the promotion of industrial, agricultural, recreational, or any other beneficial development;

WHEREAS, the municipalities located throughout the County provide necessary governmental services to the County's citizens;

**WHEREAS,** by way of resolution dated March 11, 2024, the County previously allocated up to \$60,000.00 to provide for the renovation of a cultural museum; and

WHEREAS, the Dale County Commission has determined that providing funding to the other to municipalities support governmental services is a necessary, reasonable, and proportionate expenditure of ARPA funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- The County Commission hereby allocates up to \$480,000.00 of ARPA funds, hereby designated as revenue replacement funds, to facilitate the governmental services as described herein. Specifically, the County Commission allocates up to \$60,000.00 to each of the following municipalities:
  - a. City of Daleville;
  - b. City of Level Plains;
  - c. Town of Clayhatchee;
  - d. City of Midland City;
  - e. Town of Pinckard;
  - f. Town of Napier Field;
  - g. Town of Newton; and

- h. Town of Grimes.
- 2) The Commission Chairman is hereby authorized to negotiate and execute funding agreements with each of the above-listed municipalities to support governmental services, provided that the agreements are consistent with this Resolution, state and federal law, and the terms and conditions of the County's ARPA award.
- 3) Upon execution, the County Administrator is delegated the authority to expend ARPA revenue replacement funds to provide for these governmental services in support of this public purpose.
- 4) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.
- 5) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

**IN WITNESS WHEREOF**, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 23rd day of April 2024.

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Steve McKinnon Chairman, Dale County Commission

### RESOLUTION TO ALLOCATE AMERICAN RESCUE PLAN REVENUE REPLACEMENT FUNDS TO SUPPORT THE DALEVILLE BOYS AND GIRLS CLUB

WHEREAS, Dale County, Alabama ("the County") has received American Rescue Plan Act state and local fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"), which, in accordance with the Final Rule issued by Treasury on January 6, 2022, has been duly designated as revenue replacement funds ("revenue replacement funds"); and

**WHEREAS**, these ARPA revenue replacement funds may be used for the purpose of providing government services, including recreational services for the community; and

WHEREAS, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11, 2021, 135 Stat 4, the County may transfer ARPA funds to eligible entities to carry out government services; and

**WHEREAS**, the County may contract with third parties to provide recreational services for the community if doing so is deemed to be in public interest;

WHEREAS, the Boys and Girls Club of Daleville ("Boys and Girls Club") provides recreational services to youth in the community; and

**WHEREAS**, providing funds to the Boys and Girls Club to provide these services will serve a public purpose by conferring a direct benefit to a significant portion of the community and it is within the county's statutory authority to provide these services; and

**WHEREAS**, the Dale County Commission has determined that entering into an agreement with the Boys and Girls Club to support this public purpose is a necessary, reasonable, and proportionate expenditure of ARPA funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- 1) The County Commission hereby allocates up to \$80,000.00 of ARPA funds, hereby designated as revenue replacement funds, to facilitate the governmental services as described herein.
- 2) The Commission Chairman is hereby authorized to negotiate and execute a funding agreement with the Boys and Girls Club to support this public purpose, provided that the agreement is consistent with this Resolution, state and federal law, and the terms and conditions of the County's ARPA award.
- 3) Upon execution, the County Administrator is delegated the authority to expend ARPA revenue replacement funds to provide for these governmental services in support of this public purpose.

- 4) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.
- 5) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

**IN WITNESS WHEREOF**, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 23rd day of April 2024.

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Steve McKinnon Chairman, Dale County Commission