

TARRANT CITY COUNCIL REGULAR MEETING

CITY HALL, COUNCIL CHAMBERS
October 3, 2022 at 7:00 PM

AGENDA

1. CALL TO ORDER
2. PLEDGE & PRAYER
3. ROLL CALL
4. APPROVAL OF MINUTES
5. COMMUNICATIONS FROM THE MAYOR
6. COMMITTEE REPORTS
7. OLD BUSINESS

A. Facilities Use Agreement with Tarrant City Board of Education

8. NEW BUSINESS

A. Resolution no. 8957 - Authorizing Mayor to Execute Renewal of Tax Revenue Enhancement Agreement – Occupational Tax Revenue Administration with Avenu Insights & Analytics, LLC.

B. Resolution no. 8958 – Authorizing Mayor to Execute Renewal of Tax Revenue Enhancement Agreement – Business License Administration with Avenu Insights & Analytics, LLC.

C. Resolution no. 8959 – Authorizing Mayor to Execute an Inmate Housing Agreement between the City of Tarrant and Mark Pettway, in his Capacity as Sheriff of Jefferson County, Alabama.

D. Resolution no. 8960 – Resolution Authorizing the Reinstatement of City of Tarrant Chamber of Commerce.

E. Resolution no. 8961 – Resolution Appointing The Honorable Crystal Smitherman as Public Defender.

F. Ordinance 1151 - Amend City of Tarrant Municipal Code §5.3 License term; minimums to reflect increase in Business License Issuance Fee from \$12 to \$14. – First Reading

9. PUBLIC COMMENTS

10. VOUCHERS & EXPENSES

11. ADJOURN

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8957

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
TAX REVENUE ENHANCEMENT AGREEMENT BETWEEN THE
CITY OF TARRANT AND AVENU INSIGHTS & ANALYTICS, LLC
FOR THE RENWAL OF OCCUPATIONAL TAX REVENUE
ADMINISTRATION SERVICES

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while
in regular session on Monday, October 3, 2022 at 7:00 pm as follows:

Section 1. That the Mayor is hereby authorized to execute a Tax Revenue
Enhancement Agreement between the City of Tarrant and Avenu Insights & Analytics,
LLC for the renewal of Occupational Tax Revenue Administration Services for a period of
_____ year(s), attached hereto as Exhibit A; and,

Section 2. That the costs of this agreement shall not exceed those expressly
stated in the Tax Revenue Enhancement Agreement; and,

Section 4. That the expenses inherent to this agreement shall be paid from the
City of Tarrant's operating budget.

ADOPTED AND APPROVED THIS THE 3rd DAY OF OCTOBER, 2022

APPROVED: _____

Wayman A. Newton, Mayor

ATTEST: _____

Michael Bryan, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Michael Bryan, Acting City Clerk of the City of Tarrant, Alabama, do
hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted
by the City Council of the City of Tarrant, Alabama, on the 3rd day of October, 2022 while in regular
session on Monday, October 3rd, 2022, and the same appears of record in the minute book of said date
of said City.

Witness my hand and seal of office this 4th day of October, 2022.

Michael Bryan, Acting City Clerk

EXHIBIT A



Tax Revenue Enhancement Agreement Occupational Tax Revenue Administration

This agreement made by and between Avenu Insights & Analytics, LLC ("AVENU") and City of Tarrant, a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. **Taxes Processed:** AVENU will perform remittance processing for Occupational taxes as designated by CLIENT.
2. **Taxpayer Notification and Remittance:** AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Tarrant, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on Exhibit A.
4. **Posting Process:** Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. **Changes to Exhibit A:** CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CLIENT.
6. **Notification, Reporting to CLIENT:**
 - i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. **Taxes Reviewed:** AVENU will perform compliance services for Occupational and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
 - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence October 1, 2022 with collection of October taxes to be remitted on or before November 20, 2022.
9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU

harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to Occupational and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

19. **Invalidity:** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Tarrant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

July 14, 2022

Wayman Newton
Mayor
City of Tarrant
PO Box 170220
Tarrant, AL 35217

Dear Mr. Newton:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Tarrant			100%	Occupational; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Occupational	General	.5%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC

600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal 1.95% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of eighty-four dollars (\$84.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 5%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Lis Feliciano

Client Relations Manager

213-246-2445

I have reviewed the above distribution and verify that it is correct.

By:

Name:

(AVENU)

Title:

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8958

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
TAX REVENUE ENHANCEMENT AGREEMENT BETWEEN THE
CITY OF TARRANT AND AVENU INSIGHTS & ANALYTICS, LLC
FOR THE RENWAL OF BUSINESS LICENSE ADMINISTRATION
SERVICES

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while
in regular session on Monday, October 3, 2022 at 7:00 pm as follows:

Section 1. That the Mayor is hereby authorized to execute a Tax Revenue
Enhancement Agreement between the City of Tarrant and Avenu Insights & Analytics,
LLC for the renewal of Business License Administration Services for a period of _____
year(s), attached hereto as Exhibit A; and,

Section 2. That the costs of this agreement shall not exceed those expressly
stated in the Tax Revenue Enhancement Agreement; and,

Section 4. That the expenses inherent to this agreement shall be paid from the
City of Tarrant's operating budget.

ADOPTED AND APPROVED THIS THE 3rd DAY OF OCTOBER, 2022

APPROVED: _____

Wayman A. Newton, Mayor

ATTEST: _____

Michael T. Bryan, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Michael T. Bryan, Acting City Clerk of the City of Tarrant, Alabama, do
hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted
by the City Council of the City of Tarrant, Alabama, on the 3rd day of October, 2022 while in regular
session on Monday, October 3rd, 2022, and the same appears of record in the minute book of said date
of said City.

Witness my hand and seal of office this 4th day of October, 2022.

Michael T. Bryan, Acting City Clerk

EXHIBIT A



Tax Revenue Enhancement Agreement Business License Administration

This Agreement made is as of October 1, 2022 by and between Avenu Insights & Analytics, LLC ("AVENU") and City of Tarrant, PO Box 170220, Tarrant, AL 35217, a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Services Performed: AVENU will perform remittance processing for the collection of Business Licenses.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to City of Tarrant, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the P.O. Box for City of Tarrant payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT, as shown in more detail on Exhibit A.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change are captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Underpayments are invoiced for remaining tax due plus any required penalties.
5. Changes to Exhibit A: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT: AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CLIENT's account numbers and all fees paid to AVENU.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.
2. Review and Appeal Process: AVENU has adopted and will use a review and appeals process which is based on the Alabama *Taxpayers' Bill of Rights Act and Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
3. Consideration for Remittance Processing Services, Revenue Analysis Services, and Compliance Services:
 - i. AVENU will receive an amount equal to Thirteen Dollars (\$13.00) per business license notice mailed.



- ii. AVENU archives all original licenses/applications. If a CLIENT wants a copy of the original license application, there is a fee equal to \$3.00 per business license/application that will be charged to CLIENT for the mailing or faxing.
4. Audit Services:
- i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. AVENU Fee: AVENU will receive an amount based on an hourly rate of eighty-four dollars (\$84.00) for audit services, without any contingent fees whatsoever. The fees associated with the auditing portion of this contract will increase by 5% each anniversary year of the effective date.
 - 1. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
 - 2. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
5. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
6. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence October 1, 2022.
7. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.
8. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is



necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.

9. **Indemnity:** To the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities, relating to the determination of fees, penalties, taxes and other amounts due from taxpayers, the collection thereof, the Deposit Process pursuant to Section A (3), above and any refunding related thereto.
10. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU'S total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.
11. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
12. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
13. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
14. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
15. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU'S database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or



works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.

16. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.
17. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

By: _____

Title: _____

Date: _____

City of Tarrant

By: _____

Title: _____

Date: _____



EXHIBIT A
DISTRIBUTION CONFIRMATION

August 4, 2022

Wayman Newton
Mayor
City of Tarrant
PO Box 170220
Tarrant, AL 35217

Dear Mr. Newton:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
City of Tarrant	062000019	Xxxxxx8573	100%	Business License

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham, AL 35209
ATT: Contracts Department

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Lis Feliciano
Client Relations Manager
213-246-2445

I have reviewed the above distribution and verify that it is correct.

By:

Name:

AVENU

Title:

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8959

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INMATE HOUSING AGREEMENT THE CITY OF TARRANT AND MARK PETTWAY, IN HIS OFFICIAL CAPACTIY AS SHERIFF OF JEFFERSON COUNTY, ALABAMA

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, October 3, 2022 at 7:00 pm as follows:

WHEREAS, the City of Tarrant Public Safety Facility is undergoing renovations to the 911/Dispatch Office; and

WHEREAS, due to these renovations, the City Council finds it necessary to outsource inmate housing services, as the municipal jail facility cannot be operated in a safe and secure manner; and

WHEREAS, the City Council seeks to provide inmate housing services in a safe, secure and cost efficient manner.

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, October 3, 2022 at 7:00 pm as follows:

Section 1. That the Mayor is hereby authorized to execute an Inmate Housing Agreement between the City of Tarrant and Mark Pettway, in his official capacity as Sheriff of Jefferson County, Alabama, attached hereto and incorporated herein as Exhibit A.

Section 2. That the costs and terms of this agreement shall not exceed those expressly outlined in the Inmate Housing Agreement; and,

Section 4. That the expenses inherent to this agreement shall be paid from the City of Tarrant Police Department operating budget.

ADOPTED AND APPROVED THIS THE 3rd DAY OF OCTOBER, 2022

APPROVED: _____

Wayman A. Newton, Mayor

ATTEST: _____

Michael Bynum, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Michael Bynum, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 24 day of October, 2022 while in regular session on Monday, October 3, 2022, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 4th day of October, 2022.

Michael Bynum, Acting City Clerk

EXHIBIT A

INMATE HOUSING AGREEMENT

This agreement for the provision of inmate housing ("Agreement") is made and entered effective as of October 3, 2022 ("Effective Date"), by and between the City of Tarrant, Alabama (the "City" and/or "Tarrant") and Mark Pettway, in his official capacity as Sheriff of Jefferson County, Alabama (the "Sheriff") (the City and the Sheriff are hereby sometimes referred to as the "Parties");

WHEREAS, Tarrant is in need of facilities for confining and supporting prisoners: (i) who Tarrant has taken into custody for alleged municipal ordinance violations or misdemeanors upon which the Tarrant Police Department is the arresting agency and who are awaiting hearing or trial of any such alleged violations, or (ii) who have been sentenced by the court and ordered to serve jail time; and

WHEREAS, Sheriff operates the Jefferson County Jail located at 809 Richard Arrington Jr. Blvd. North, Birmingham, Alabama 35203, (the "Jail") for the confinement and support of inmates; and

WHEREAS, Sheriff and Tarrant desire to allow Tarrant to utilize Sheriff's Jail for housing inmates of Tarrant under the terms set forth herein.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. Tarrant shall send to Sheriff and Sheriff agrees to accept from the Tarrant, a maximum of fifteen (15) inmates in the Jail per day, sentenced to jail, awaiting trial for charges filed, or ordered to serve a sentence imposed by the Municipal Court of Tarrant, or pursuant to other valid court orders ordering detention of inmates by the Municipal Court of Tarrant. Tarrant shall provide for all transportation, and costs related thereto, for all such inmates sent from Tarrant to and from the Jail.
2. Tarrant agrees to pay Sheriff the sum of Sixty-Five and NO/100 Dollars (\$65.00) per inmate per day as full compensation for each prisoner's supervision, confinement, and boarding. For the purpose of determining compensation to be paid, any calendar day or any portion thereof shall constitute one day at the agreed upon amount of Sixty-Five and NO/100 Dollars (\$65.00) per day.
3. Tarrant further agrees to reimburse Sheriff for all emergency, including ambulance transport, and non-emergency medical costs incurred by Sheriff for inmates sent from Tarrant while such inmates are housed in the Jail.
4. Tarrant shall provide the Jail personnel with a properly executed surety bond or Order of Release from the Municipal Court or, if applicable, such Court having jurisdiction over the inmate prior to the release of any inmate. The provision of such document(s) may be accomplished by facsimile, hand delivery, or e-mail provided that the original surety bond

or order of release is available for copy or inspection at the request of the Sheriff and/or the Tarrant Chief of Police or their designee.

5. Tarrant must provide to the Jail, an emergency contact number and point of contact for the Sheriff for use in the event of an emergency outside of the normal business hours of 8:00 A.M.-5:00 P.M. Monday – Fridays.

Tarrant's Emergency Contact:
Chief Wendell Major
(205) 965-1508
wmajor@tarrantpd.com

6. An invoice for services rendered by Sheriff shall be submitted to Tarrant monthly and payment shall be due within thirty (30) days of receipt. Tarrant will be invoiced for reimbursement of all expenses herein described as these expenses occur. These expenses are the responsibility of Tarrant and shall be incorporated in invoice for services submitted by Sheriff to Tarrant. If Tarrant fails to make timely payments pursuant to this Agreement, Sheriff shall have the right to terminate this Agreement immediately. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.
7. This Agreement shall become effective as of 12:00 am on October 3, 2022 and shall continue in effect for a period of eight (8) weeks of until 11:59 p.m. on November 27, 2022, with the option for the parties to agree by mutual written agreement to extend the Agreement for an additional five (5) weeks until 11:59 p.m. on January 1, 2023. The Sheriff may terminate this Agreement without cause by providing not less than ten (10) days' prior written notice to City. City may terminate this Agreement without cause by providing not less than (10) days' prior written notice to the Sheriff. Tarrant shall provide for all transportation, and costs related thereto, for all such inmates sent from Tarrant to and from the Jail, including responsibility to possess and transport the Tarrant inmates on the effective date of termination after written notice of termination is provided by any party.
8. In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, epidemics, pandemics, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.
9. This Agreement may not be changed, altered or amended, except in writing, being approved and signed by an authorized representative of both parties to the Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the

housing of Tarrant inmates in the Jail.

10. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address(es) and individual(s) set forth below. All such notices to any party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to Tarrant:

City of Tarrant
Attention: Chief of Police
P.O. Box 159
Tarrant, Alabama 35173

If to Sheriff:

Sheriff of Jefferson County
Attention: Mark L. Pettway, Sheriff of Jefferson County
2200 Reverend Abraham L. Woods Jr. Blvd.
Birmingham, Alabama 35203

11. This Agreement shall be governed under the laws of the state of Alabama. The parties agree that this contract is made and entered into in Jefferson County, Alabama, and that all Services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties hereto consent to the jurisdiction of any state or federal court holding in either Birmingham or Bessemer, Jefferson County, Alabama or in the U.S. District Court for the Alabama Northern District ("Venue"). The parties, to the extent permitted by applicable law, waive any objection based on Venue or forum non conveniens with respect to any action instituted in any such court so identified and agree that such court shall be the exclusive Venue for any action under this Agreement, or concerning or relating to the relationship between the Parties. City acknowledges and agrees after consultation with its attorney that all if not substantially all of the activities flowing to and from the Agreement are in the Birmingham, Bessemer, and Jefferson County Alabama Area; the Sheriff is located in this designated Venue; City is performing all, if not substantially all of its Services pursuant to this Agreement with the Sheriff within this designated Venue; the overwhelming persons to be witnesses work in the Venue selected and/or live in the Venue; the anticipated nexus and connection of the material parties and witnesses should be easily available and not be costly to the parties and witnesses in the Venue; any burden or hardship is overcome and weighted in favor of the selection of this Venue; the parties have agreed upon and the parties agree in contracting for the selected Venue they have considered the alternatives and acknowledge and agree

that the "interest of justice" as cited in Section 6-3-21.1 of the Code of Alabama; and is not and will not be a hardship on either the Sheriff or City.

12. In the event a dispute arises under this Agreement, in the event of any claim, dispute or other matter arising out of or relating to this Agreement, the Parties will promptly attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. If agreement is reached concerning the resolution of such dispute, then such agreement shall be final, conclusive and binding on the Parties. If, on or before the thirtieth (30th) day after written notice of such dispute is given by one Party to the other Party, such dispute has not been resolved to the satisfaction of all the Parties, such dispute shall be settled by an arbitration proceeding by a mutually-agreed-upon arbitrator. In the event that the parties hereto cannot within ten (10) days of the request for arbitration agree on one arbiter, then the Sheriff shall select one attorney and City shall select another attorney and these two attorneys shall agree on a third attorney as arbiter and thus a three (3) person panel of arbiters being attorneys licensed to practice in Alabama shall constitute the panel. The Parties shall provide the arbiter(s) with such information as may be reasonably requested in connection with the arbitration of such dispute and shall otherwise cooperate with each other and such arbiter(s) in good faith and with the goal of resolving such dispute as promptly as reasonably practicable. The arbiter(s) shall issue a decision and award with respect to the dispute as promptly as reasonably practicable using Alabama law and in conformity with the law of the State of Alabama. Further the Arbiter(s) shall use the Rules of Civil Procedure enacted to regulate and govern the civil judicial proceedings in the State of Alabama which would allow full and complete discovery pursuant thereto and fashion as award based on the strict application of the laws of the State of Alabama. The American Arbitration Association (AAA) will not be used in any of the arbitration proceedings. The arbitrator's decision should be with good faith and award with respect to the dispute referred to shall be final and binding on the Parties and may be entered in any court with jurisdiction, and the parties hereto shall abide by such decision and award. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, attorneys' fees and costs), shall be borne by the unsuccessful Party (if any) and shall be awarded as part of the arbiters' award; provided, however, that if the arbiters do not find one Party to be unsuccessful then the cost of the arbitral proceeding shall be paid equally by the parties.
13. The City and the Sheriff hereto agree that nothing contained herein shall in any way waive the sovereign immunity that any of them enjoy presently, separately or jointly, under the Constitution and statutes of the State of Alabama. The parties agree that the City's determination to obtain inmate housing services by contract is an exercise of the legislative planning function of the City and that at no time will the City exercise any operational control over the activities of any employee of the Sheriff, nor shall it perform or undertake any acts that are over and above a planning-level function with regard to the administration of this Agreement.
14. The Sheriff will not defend or pay any judgment against the City arising out of any act or omission of the Sheriff or deputy sheriffs, his law enforcement personnel, or other employees of the Sheriff performing services pursuant to this Agreement. The City will

not defend or pay any judgment against the Sheriff or any deputy sheriffs, whether in their official or personal capacity, said judgment arising out of any act or omission in the performance of this agreement. The City shall maintain separate liability insurance. Lawsuits and claims against the Sheriff and deputy sheriffs that may be filed from time to time hereunder shall be handled by the Sheriff in accordance with normal procedures. Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the City and the Sheriff.

15. Neither Party shall not have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Any such assignment or subcontract in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity shall include all of the obligations contained in this Agreement. Any assignment in violation of this Section will be null and void.
16. Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputies an agent, servant, or employee of the City, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama.
17. Each Party is an independent contractor and is not an employee, employer, agent, partnership relationship, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever, including without limitation assuming or creating obligation or responsibility on the Sheriff's behalf or in the Sheriff's name, except as otherwise explicitly detailed in this Agreement. City shall not represent to any person or entity that City has such power or authority. City will not act as an agent, nor will City be deemed to be an employee of the Sheriff for the purposes of any employee benefit program.
18. As both parties participated in the drafting and revising of this Agreement, the terms contained herein shall not be construed against either party. If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such provision or provisions had not been included.
19. Where the consent of either party is required, it shall not be unreasonably withheld or delayed.
20. The provisions of this Agreement pertaining to the obligation to pay for Services rendered pursuant to this Agreement shall survive the termination of this Agreement.
21. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, the cost of the legal expenses and any costs awarded in arbitration or any proceeding in

court, as applicable (including, without limitation, attorneys' fees and costs), shall be borne by the unsuccessful Party (if any) and shall be awarded accordingly; provided, however, that if the arbiters or any proceeding in court do not find one Party to be unsuccessful then the legal expenses and costs of the proceedings shall be the sole responsibility of each Party.

22. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.
23. The undersigned representative of each Party represents and warrants that he/she has the full authority to execute this Agreement for their respective entities and bind the Party on whose behalf he/she is executing the Agreement and no further approvals are necessary to create a binding agreement.

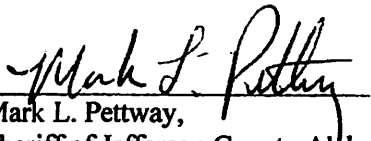
IN WITNESS WHEREOF, the parties hereto have set their hands on the dates set forth below.

City of Tarrant, Alabama

By: _____
Wayman Newton
Mayor of Tarrant, Alabama

By: _____
Wendell Major
Chief of Police Tarrant, Alabama

Sheriff of Jefferson County, Alabama

By: 
Mark L. Pettway,
Sheriff of Jefferson County Alabama

**CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA
RESOLUTION NO. 8960**

**A RESOLUTION AUTHORIZING THE REINSTATEMENT OF THE CITY OF TARRANT
CHAMBER OF COMMERCE**

WHEREAS; the City Council of the City of Tarrant recognizes that businesses whether large or small are an integral part of the city and are a vital part of its prosperity

WHEREAS; the City Council of the City of Tarrant, wishes to reinstate the Chamber of Commerce, as every community should have a local Chamber of Commerce. A local Chamber will provide benefits for its members and for employees of the City of Tarrant.

WHEREAS; the Chamber of Commerce has a goal to help further the interests of small businesses in a local area by hosting events, lobbying to local and national representatives and presenting charitable works for the betterment of the community.

WHEREAS; a reinstated Chamber of Commerce in the City of Tarrant will pave the way and partner via membership with the United States Chamber of Commerce to advocate for polices and assist businesses by creating jobs and growing the economy in the City of Tarrant.

THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, October 3, 2022 at 7:00 p.m. as follows:

Section 1. That the City of Tarrant City Council is hereby authorized to appoint two representatives from the City Council to aid in the reinstatement of the City of Tarrant Chamber of Commerce

Section 2. That said representative will be the Mayor Pro Tempore, Tracie B. Threadford and Council Woman Catherine Anderson.

ADOPTED THIS THE 3RD DAY OF OCTOBER, 2022

APPROVED: _____
Tracie B. Threadford
Mayor Pro Tempore

ATTEST: _____
John "Tommy" Bryant
Senior Council Member

**CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA
RESOLUTION NO. 8961**

**A RESOLUTION APPOINTING THE HONORABLE CRYSTAL SMITHERMAN AS
PUBLIC DEFENDER**

WHEREAS, the City of Tarrant Municipal Court from time to time has indigent defendants who must be represented by legal counsel regarding criminal charges; and

WHEREAS, Hon. Crystal Smitherman is a licensed attorney with the office of Rodger Smitherman and Associates and is qualified to practice law in the City of Tarrant and throughout the State of Alabama; and

WHEREAS, the Hon. Crystal Smitherman has indicated a willingness to accept the appointment as Public Defender to provide legal representation to those indigent defendants who may appear in the City of Tarrant Municipal Court,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the Hon. Crystal Smitherman is hereby appointed as Public Defender for the City of Tarrant Municipal Court for defendants that the Municipal Court Judge may determine to be indigent and that Mayor Pro Tem Tracie Threadford is authorized to enter into and execute an agreement with Ms. Smitherman that will not exceed \$1400 per month and shall be approved by the City Attorney. This appointment becomes effective on the date of the execution of the agreement.

ADOPTED THIS THE 3RD DAY OF OCTOBER, 2022

APPROVED: _____
Tracie B. Threadford
Mayor Pro Tempore

ATTEST: _____
John "Tommy" Bryant
Senior Council Member

STATE OF ALABAMA)

JEFFERSON COUNTY)

CONTRACT FOR INDIGENT LEGAL SERVICES

THIS AGREEMENT made this _____ day of _____, 2022, by and between the City of Tarrant, a municipal corporation of the State of Alabama (hereinafter referred to as “City”, or “the City”), and Crystal N. Smitherman, of Smitherman Law Firm (hereinafter referred to as “Smitherman”);

WITNESSETH:

IT IS MUTUALLY AGREED by and between the City and Smitherman as follows:

Section 1. (a) Smitherman shall provide full legal representation and services of and for indigent defendants charged with violations of municipal ordinances and/or laws of the State of Alabama before the municipal court of the City to the extent required by law. The final determination of indigence shall be made by the Judge of said municipal court.

(b) Legal representation and services as set for the in (a) above shall include representation of such defendants in subsequent appeal proceedings before all courts having jurisdiction in such cases where determined by Smitherman to be appropriate and wherein said court has appointed Smitherman to be the attorney for said defendant and any probation or parole revocation hearings arising out of any of the above mentioned cases.

(c) Smitherman will be present or on call, at the pleasure of the Judge of said municipal court, at and during each regular or special session of the court and an attorney for cases appealed from said municipal court if appointed by the Circuit Judge in said appeal case. It is understood and agreed that the City will not pay for representation of any indigent when said case is not within the jurisdiction of the municipal court.

(d) Smitherman further agrees to maintain adequate records and accounts of monies and time expended by its personnel in effectuating the provisions of this Agreement and to provide such information to the City as may be required. Said records and accounts shall be open to inspection by the City, and any State of Alabama or Federal agency having an interest in the fiscal, administrative or operational affairs of Smitherman.

Section 2. Smitherman shall be paid One Thousand Four Hundred Dollars (\$1,400.00) or the amount of Fair Trail Tax collected, whichever is greater, per month. This payment shall not include any cases which are appealed to the Circuit Court from the municipal court of the City of Tarrant. It shall be Smitherman's responsibility to obtain payment from the State of Alabama for all appealed cases by filing vouchers with the State of Alabama.

Section 3. City shall be under no obligation to Smitherman except to the extent set out expressly in this Agreement.

Section 4. The terms of this Agreement shall commence as of the 6th day of September, 2022, and shall terminate on the 5th day of September, 2023, unless sooner terminated. Either party to this Agreement may terminate this Agreement as of the first day of any month by giving the other party not less than thirty (30) days written notice thereof.

Section 5. Smitherman reserves the right to subcontract to any other entity the performance of the service she agrees to render under this Agreement having obtained prior written approval of such subcontract by the Mayor of the City.

Section 6. Smitherman hereby covenants and agrees that in performing her responsibilities and obligations hereunder Smitherman will not discriminate on the basis of color, sex, race, religion, disability, age, national origin, sexual orientation, weight, or any other basis prohibited by law.

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

Crystal N. Smitherman

**City of Tarrant
A Municipal Corporation
BY: Its Mayor Pro Tempore**

ATTEST: Its City Clerk

ORDINANCE NUMBER 1151

AN ORDINANCE AMENDING CITY OF TARRANT MUNICIPAL CODE §5.3
LICENSE TERM: MINIMUMS TO REFLECT INCREASE IN BUSINSS LICENSE
ISSUANCE FEE FROM \$12 TO \$14.

WHEREAS, every five years the Alabama Department of Revenue is responsible for establishing and publishing adjustments to municipal business licenses fees; and

WHEREAS, as of August 1, 2022, the Alabama Department of Revenue determined that, based on the U.S. Department of Labor's Producer Price Index, municipal business license fees "may be adjusted to a maximum amount of \$14, at the discretion of each municipality, for the license year beginning January 1, 2023; and

WHEREAS, the current City of Tarrant business license issuance fee of \$12 was established pursuant to Ordinance No. 1051 on November 5, 2012; and

WHEREAS, the City Council of the City of Tarrant finds it appropriate and necessary to adjust the municipal business license issuance fee for the City of Tarrant, from twelve dollars (\$12.00) to fourteen dollars (\$14.00) for the license year beginning January 1, 2023.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Tarrant, Alabama, while in regular session on the 3rd day of October 2022, as follows:

Section 1. Section 5.3, Subsection (3) of the City of Tarrant Municipal Code is hereby amended to read as follows: "(3) *Issuance Fee*: For each license issued there shall be an issue fee collected of fourteen dollars (\$14.00) and said issuance fee shall be collected in the same manner as the license tax."

Section 2. All other provisions of Section 5.3 of the City of Tarrant Municipal Code shall remain as stated therein.


Section 2. This Ordinance 1151 shall become effective immediately following its adoption and publication as required by law.

Section 3. The provisions of this Ordinance 1151 shall be included and incorporated in Section 5.3 the Code of Ordinances of the City of Tarrant, Alabama, as an addition or amendment thereto.

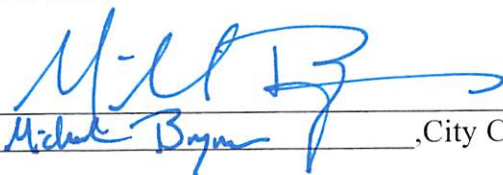
Section 4. All ordinances, resolutions, or portions thereof which are inconsistent with this Ordinance are hereby repealed and all prior versions of Section 5.3, Subsection (3) are hereby replaced.

ADOPTED AND APPROVED this 3rd day of October, 2022.

APPROVED:


Wayman A. Newton
Mayor

ATTEST


Michael Bryan, City Clerk

CERTIFICATION OF CITY CLERK

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, Michael Bayne, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an ordinance duly and legally adopted by the City Council of the City of Tarrant, Alabama, on the 3rd day of October, 2022, while in regular session on Monday, October, 2022.

The above and foregoing ordinance was published on the 4th day of October, 2022, by posting copies thereof in three public places within the City Tarrant, one of which was in the City Hall of the City of Tarrant as required by law.

Witness my hand and seal of office this the 4th day of October, 2022


Michael Bayne, City Clerk

NOTICE

Monday, August 1, 2022

Five-Year Adjustment to Municipal Business License Issuance Fees

Every five years, the Alabama Department of Revenue (ALDOR) is responsible for establishing and publishing adjustments to municipal business license issuance fees. Based on the U.S. Department of Labor's Producer Price Index, municipal business license issuance fees **remain or may be adjusted to a maximum amount of \$14, at the discretion of each municipality, for the license year beginning January 1, 2023.**

ALDOR is required by law to analyze the U.S. Department of Labor's Producer Price Index and determine how much municipal business license issuance fees should increase every five license years. ALDOR must then notify all municipalities and the Alabama League of Municipalities of any such fee increase no later than November 30 preceding the affected license year. (Section 11-51-90, Code of Alabama 1975, and Departmental Rule 810-8-5-.15).

Contact

Business and License Tax Division
Severance and License Section
P. O. Box 327550
Montgomery, AL 36132-7550
334-353-7827, Option 5
license.account@revenue.alabama.gov

CITY OF TARRANT
VOUCHER LIST
MONDAY, OCTOBER 3, 2022

GENERAL FUND

50755-50787	ACCOUNTS PAYABLE RUN	\$ 19,171.70
50788-50811	ACCOUNTS PAYABLE RUN	\$ 91,694.79
50812-50819	ACCOUNTS PAYABLE RUN	\$ 1,588.72
50820	ACCOUNTS PAYABLE RUN	\$ 27,348.83
5007	ACCOUNTS PAYABLE RUN	\$ 9,031.00
NET PAYROLL		
9/30/2022	PAY PERIOD 09/10/2022-09/23/2022	\$ 120,167.44

Bank Name		Bank Number		
General Fund		0017572649		
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
50755	Alabama Crime Victims Comp Com	156	09/16/2022	\$46.00
50756	Alabama Peace Officers Annuity	160	09/16/2022	\$97.00
50757	Alabama Power	12	09/16/2022	\$441.18
50758	Alsco - Birmingham	1438	09/16/2022	\$74.41
50759	Autozone	1005	09/16/2022	\$350.90
50760	Baker & Taylor Entertainment	208	09/16/2022	\$646.91
50761	BRANDON DAVIS	3206	09/16/2022	\$180.00
50762	Cassidy Glass Inc.	3207	09/16/2022	\$275.00
50763	Center Point Large Print	1838	09/16/2022	\$185.16
50764	Chris Rooter Plumbing,Inc	2060	09/16/2022	\$825.00
50765	Circuit Clerk Judicial Adm Fund	1305	09/16/2022	\$44.61
50766	City Of Tarrant Park And Rec	43	09/16/2022	\$400.00
50767	Coleman, Patrick	414	09/16/2022	\$259.08
50768	DARRELL DAVIS	3195	09/16/2022	\$270.00
50769	DARRELL DAVIS JR	3198	09/16/2022	\$270.00
50770	DEFALLUS DUMAS	3197	09/16/2022	\$270.00
50771	Dell Financial Services	975	09/16/2022	\$133.29
50772	District Attorney Fund	1587	09/16/2022	\$378.00
50773	Dolphin Pest Control	62	09/16/2022	\$309.00
50774	Dunn Construction Co., Inc.	562	09/16/2022	\$1,308.15
50775	Express Oil Change Llc	66	09/16/2022	\$93.59
50776	Finance Department, State	155	09/16/2022	\$926.62
50777	Language Line Services, Inc.	2028	09/16/2022	\$1,061.47
50778	Legal Aid Society	152	09/16/2022	\$1,500.00
50779	Lisa Baker	2067	09/16/2022	\$72.77
50780	Municipal And Commercial Uniform And Equipment, Inc.	134	09/16/2022	\$480.95
50781	O'rear Hardware	1855	09/16/2022	\$9.99
50782	Quality Petroleum	1132	09/16/2022	\$926.72
50783	Quill	76	09/16/2022	\$37.79
50784	State Judicial Admin Fund	1304	09/16/2022	\$187.78
50785	Stone & Sons Electrical Cont.	189	09/16/2022	\$175.00
50786	We R Smart Llc	1887	09/16/2022	\$6,820.00
50787	Wells Fargo Financial Leasing	1315	09/16/2022	\$115.33
Bank Total:				\$19,171.70
Bank Payment Count:				33

Bank Name		Bank Number		
General Fund		0017572649		
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
50788	Aflac	98	09/23/2022	\$351.76
50789	Alabama Child Support	37	09/23/2022	\$1,124.41
50790	Alacourt.Com	1688	09/23/2022	\$262.92
50791	American Fidelity Assurance	1731	09/23/2022	\$431.91
50792	Annette Manning	2070	09/23/2022	\$269.98
50793	Avenu	1773	09/23/2022	\$12,643.35
50794	Birmingham Water Works	16	09/23/2022	\$3,516.26
50795	Blue Cross And Blue Shield	140	09/23/2022	\$3,052.32
50796	Bradford W. Caraway	2121	09/23/2022	\$311.54
50797	Colonial Life	1663	09/23/2022	\$99.64
50798	Econo Printing Service, Inc.	598	09/23/2022	\$873.30
50799	Genesis Tire	1291	09/23/2022	\$565.50
50800	Greater Birmingham	1503	09/23/2022	\$1,965.00
50801	Republic Services Mt Olive Msw	2033	09/23/2022	\$7,116.00
50802	Sewer And Water Bill	15	09/23/2022	\$2,523.40
50803	Southern States	1244	09/23/2022	\$62.00
50804	Stone & Sons Electrical Cont.	189	09/23/2022	\$4,572.41
50805	Sun Life Financial	1848	09/23/2022	\$1,097.46
50806	Tarrant Electric Department	111	09/23/2022	\$20,247.20
50807	Texas Life Insurance Co.	1801	09/23/2022	\$50.55
50808	Thompson Tractor Co, Inc	3209	09/23/2022	\$1,075.88
50809	United Way Of Central Alabama	241	09/23/2022	\$30.00
50810	We R Smart Llc	1887	09/23/2022	\$8,680.00
50811	Wright Specialty Insurance	2104	09/23/2022	\$20,772.00
Bank Total:				\$91,694.79
Bank Payment Count:				24

Bank Name	Bank Number			
E911 Account	0215906779			
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
5007	Jefferson County 911 Ecd	2089	09/23/2022	\$9,031.00
Bank Total:				\$9,031.00
Bank Payment Count:				1

Bank Name	Bank Number			
General Fund	0017572649			
Payment Number	Vendor Name	Vendor ID	Payment Date	Payment Amount
50812	Baker & Taylor Entertainment	208	09/23/2022	\$315.70
50813	Coleman, Patrick	414	09/23/2022	\$185.16
50814	Econo Printing Service, Inc.	598	09/23/2022	\$341.00
50815	Express Oil Change Llc	66	09/23/2022	\$75.59
50816	Galls Birmingham Retail Showrm	1921	09/23/2022	\$109.20
50817	Liberty National	832	09/23/2022	\$376.36
50818	O'rear Hardware	1855	09/23/2022	\$9.99
50819	Scott Evans	2091	09/23/2022	\$175.72
Bank Total:				\$1,588.72
Bank Payment Count:				8

<u>Bank Name</u>		<u>Bank Number</u>		
General Fund		0017572649		
<u>Payment Number</u>	<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Payment Date</u>	<u>Payment Amount</u>
50820	Internal Revenue Service	583	09/26/2022	\$27,348.83
Bank Total:				\$27,348.83
Bank Payment Count:				1

TARRANT ELECTRIC DEPARTMENT

VOUCHER LIST MONDAY, OCTOBER 3, 2022

GENERAL FUND

41617-41632	ACCOUNTS PAYBALE RUN	\$ 12,824.37
41633-41649	ACCOUNTS PAYBALE RUN	\$ 20,121.02

GROSS PAYROLL

9/30/2022	PAY PERIOD 09/10/2022-09/23/2022	\$ 22,546.17
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Ranges: From: To:
Check Number First Last
Vendor ID First Last
Vendor Name First Last

Check Date 9/21/2022
Checkbook ID First Last

Sorted By: Check Date

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
41617	001756	SHUKRI MUWAKKIL	9/22/2022	EL02	PMCHK00000912	\$270.00
41618	1220	VANGUARD ALLIANCE	9/22/2022	EL02	PMCHK00000912	\$1,965.40
41619	1941	RENT ONE LLC	9/22/2022	EL02	PMCHK00000912	\$821.99
41620	3377	CORDELL SMITH	9/22/2022	EL02	PMCHK00000912	\$240.00
41621	461	FEDEX	9/22/2022	EL02	PMCHK00000912	\$104.22
41622	630	DERRICK J WILLIAMSON, JR	9/22/2022	EL02	PMCHK00000912	\$270.00
41623	8427	LARVELL M. STEWART	9/22/2022	EL02	PMCHK00000912	\$270.90
41624	9205	Reeves Aerial & Utility Equipm	9/22/2022	EL02	PMCHK00000912	\$7,642.25
41625	983	KIMBALL A. KARMONDI	9/22/2022	EL02	PMCHK00000912	\$270.00
41626	CSM005196	YU JUAN PAN	9/22/2022	EL02	PMCHK00000912	\$76.22
41627	CSM005604	CESSIA JEMIMA JIMENEZ-MEJA	9/22/2022	EL02	PMCHK00000912	\$5.00
41628	CSM006148	RITA CANTY	9/22/2022	EL02	PMCHK00000912	\$95.50
41629	CSM006277	ISAIAH C THOMAS	9/22/2022	EL02	PMCHK00000912	\$95.56
41630	CSM006285	DAVID FIKES	9/22/2022	EL02	PMCHK00000912	\$298.61
41631	CSM006287	THE EPIC COMPANY INC	9/22/2022	EL02	PMCHK00000912	\$254.27
41632	CSM006291	TLM 7 INVESTMENTS LLC	9/22/2022	EL02	PMCHK00000912	\$145.35
Total Checks: 16						Total Amount of Checks: \$12,824.37

Batch ID: CHK09292022
Batch Comment:

Audit Trail Code: PMCHK00000913
Posting Date: 9/29/2022

Checkbook ID: EL02

* Voided Checks

Check Number	Date	Payment Number	Vendor ID	Check Name	Amount
41633	9/29/2022	00000000000011565	001756	SHUKRI MUWWAKKIL	\$810.00
41634	9/29/2022	00000000000011566	002433	THOMAS A PRUITT	\$8,357.50
41635	9/29/2022	00000000000011567	1191	THOMPSON TRACTOR	\$845.85
41636	9/29/2022	00000000000011568	1199	TOMLIN EXCAVATING	\$230.08
41637	9/29/2022	00000000000011569	134	VISION SERVICE PLAN	\$41.19
41638	9/29/2022	00000000000011570	1905	BETTER SAFETY & TRAINING LLC	\$950.00
41639	9/29/2022	00000000000011571	20	AAA ENVIRONMENTAL SERVICE	\$42.00
41640	9/29/2022	00000000000011572	295	CENTRAL SERVICE ASSOCIATION	\$6,242.10
41641	9/29/2022	00000000000011573	2960	LISA A. BARTELS	\$270.00
41642	9/29/2022	00000000000011574	420	ECONO PRINTING SERVICE	\$412.00
41643	9/29/2022	00000000000011575	44	AIR SOLUTIONS	\$429.00
41644	9/29/2022	00000000000011576	630	DERRICK J WILLIAMSON, JR	\$225.00
41645	9/29/2022	00000000000011577	672	LIBERTY NATIONAL LIFE INSURANC	\$384.35
41646	9/29/2022	00000000000011578	977	CHANTE K CROSBY	\$45.00
41647	9/29/2022	00000000000011579	CSM003181	DECAS GROUP INC	\$311.52
41648	9/29/2022	00000000000011580	CSM004149	HAREDH MOHAMED	\$337.22
41649	9/29/2022	00000000000011581	CSM006142	OFFERPAD LLC	\$188.21
Total Checks: 17					Checks Total: \$20,121.02