

REPORT TO CITY COUNCIL

DATE: MAY 8, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR
GENE BURSE, SENIOR PLANNER

SUBJECT: AGREEMENT FOR CONSULTANT SERVICES WITH AVENU INSIGHTS & ANALYTICS RELATED TO ADMINISTRATION OF THE SHORT-TERM RENTAL PROGRAM

The purpose of this item is to seek approval of a three-year agreement between the City and Avenu Insights & Analytics (Consultant) to help City staff with the administration of the short-term rental program. The agreement amount totals \$27,190, which will be paid over the three-year period. Consultant's services include short-term rental monitoring, address identification, reporting self-help, community outreach, short-term rental permit portal, transient occupancy tax remittance portal, and a 24/7 hotline phone number. The proposed agreement has been reviewed by the City Attorney and approved as to form.

The City previously contracted with Granicus to provide similar services for the administration of the short-term rental program. The contract with Granicus has been terminated.

FISCAL IMPACT

This agreement will require an adjustment of the FY 2023-24 and FY 2024-25 Budget. Funds for this contract must be allocated to account 010-4305-5520 for both fiscal years. While funds are not currently allocated to the contract with Avenu, the Community Development Department allocated funds in both budget years to a potential commercial cannabis ordinance which is no longer moving forward. The excess funds already allocated to account 010-4305-5520 can be transferred to the Avenu contract and will not result in an impact to the existing City budget. The City has received a credit from Granicus for \$7,305, as a result of not fulfilling their contractual obligations, which will be used to pay for other services Granicus already provides to the City. These savings will not be reflected in the budget for Community Development.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Consultant Services with Avenu Insights & Analytics for consultant services associated with the administration of the short-term rental program.

Attachment: Agreement for Consultant Services with Avenu Insights & Analytics

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Avenu Insights & Analytics
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Rachelle Arizmendi
CONSULTANT'S ADDRESS: 5860 Trinity Parkway Suite #120
Centreville, VA 20120
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Gene Burse
COMMENCEMENT DATE: May 8, 2024
TERMINATION DATE: May 8, 2027
CONSIDERATION: Contract Price
Not to Exceed: \$ 27,190.00

(Not to exceed \$9,063.64 for Year 1;
\$9,063.18 for Year 2*; \$9,063.18 for Year
3*)

** If the City exercises optional year*

<p>ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i></p> <p>Unforeseen or unexpected service needs</p> <hr/> <hr/> <hr/> <hr/> <hr/>

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND AVENU INSIGHTS &
ANALYTICS**

THIS AGREEMENT is made and effective as of March 27, 2024, between the City of Agoura Hills, a municipal corporation ("City") and Avenu Insights & Analytics ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on March 27, 2024, and shall remain and continue in effect until tasks described herein are completed but in no event later than March 27, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for two additional one-year terms (2025-2026 term and 2026 to 2027 term) upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the first year anniversary (for the 2025-2026 term) and the second year anniversary (for the 2026-2027 term) of the Agreement. Such extension shall be at the price and conditions as set forth in Exhibit "B". This Agreement shall be deemed automatically terminated if the City does not exercise its option to extend this Agreement pursuant to this Section 1. In no event shall this Agreement be extended beyond March 27, 2027.

2. SERVICES

A. Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (collectively "Services" sometimes herein). Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

B. Service Level Guarantee. Consultant understands and agrees that City is a public entity and that the Services are paid for with public funds. Therefore, in order to ensure accountability to the public and that the public is receiving the level of performance of online services for which public funds are being paid ("Guaranteed Service Levels"), Consultant agrees that, unless otherwise agreed upon in writing, "Uptime Availability" of the Services shall be not less than 99% over any calendar month period based on the following formula: "Scheduled Uptime" = the total minutes in the reporting month, minus the total minutes consumed by scheduled downtime for scheduled maintenance or documented force majeure events. "Actual Uptime" means the total minutes in the reporting month that the Services were actually available to City and Authorized End Users for normal use. "Uptime Availability" = (Actual Uptime/Scheduled Uptime) x 100.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to

CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Twenty-seven Thousand One-hundred Ninety Dollars and Zero Cents (\$27,190.00) ("Contract Price") for the entire Term of the Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices annually by March 27th of each Agreement year for services to be provided in the upcoming Agreement year. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

6. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original and draft documents, designs, drawings, maps, models, electronic files, images, surveys, notes, and all other documents, regardless of their media, prepared in the course of providing the Services, and “City Data” as defined herein, including any and all intellectual property and proprietary rights arising from creation of the foregoing, shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to electronic files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing electronic files.

8. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively “Indemnitees”) free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively “Claims”), in any manner arising out of or incident to Consultant’s breach of this Agreement, and/or any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including with limitation of One-hundred eight thousand seven hundred sixty dollars (\$108,760) the payment of all consequential damages, attorneys’ fees, and other related

costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

Consultant further agrees to indemnify, defend, and hold harmless the Indemnitees from and against any and all Claims, including payment of reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right, provided City is in compliance with the requirements of this Agreement. In the event that Consultant is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that City is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Consultant shall, at its expense: (a) obtain for City the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by City; or, (c) in the event that Consultant is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Consultant shall reimburse to City any prepaid fees and the full cost associated with any transition services.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Cyber Security and Privacy Liability shall be written on a policy form providing cyber security and privacy liability.

5) Cyber Technology Errors and Omissions shall be written on a policy providing cyber technology errors and omissions.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Cyber Security and Privacy Liability coverage: Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including, but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.

b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor's (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.

- d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.
- e. Costs associated with restoring, updating, or replacing data.
- f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolutions services for affected individuals.
- g. If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional three (3) years following termination of the contract.

5) Cyber Technology Errors and Omissions. Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- a. Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI)
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- c. Liability arising from the failure of technology products (software and hardware) required under the contract for Consultant to properly perform the intended services.
- d. Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service.
- e. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- f. Liability arising from the rendering, or failure to render, professional services.
- g. Defense costs in regulatory proceedings (state and federal) involving a violation of privacy laws or intellectual property rights.

- h. Crisis management and other expert services.
- i. If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional three (3) years following termination of the contract.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents.

B. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant and Consultant's personnel shall not supervise any of City's employees;

and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty

to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Section 2701, et seq., Civil Code Section 1798.80, et seq., and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

13. RELEASE OF INFORMATION AND DATA SECURITY

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within

the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

C. Data Security.

1) "City Data", which shall be treated by Consultant as Confidential Information, consists of information and data relating to the City, its authorized users, and members of the public, including personally identifiable information ("PII"), collected, accessed, used, processed, stored, generated, or otherwise made accessible to Consultant, as the result of or in connection with the City's use of the Services, or otherwise pursuant to this Agreement. PII includes, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Personal information also means "personal information" as defined in California Civil Code Section 1798.140. As between City and Consultant, all City Data is and shall remain the sole and exclusive property of City and all right, title, and interest in the same belongs to City.

2) Consultant is provided a limited license to access City Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display City Data only to the extent necessary in the providing of the Services. Consultant shall: (a) keep and maintain City Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose City Data solely and exclusively for the purpose of providing the Services in accordance with this Agreement and applicable law; (c) allow access to City Data only to those employees of Consultant who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available City Data for Consultant's own purposes or for the benefit of anyone other than City without City's prior written consent. Consultant may not utilize aggregated data derived from City Data unless it has been made "anonymous" using technology that irreversibly alters data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, and such data is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3.

Consultant reserves the right to refuse to work with City Data that contains information superfluous to the scope of work (herein "Superfluous Information"), including but not limited to an individual's social security number or other government-issued identification number, date of birth, biometric data, and/or mother's maiden name. Consultant shall not be held responsible for project delays if City cannot provide City Data in the absence of the Superfluous Information.

3) Without limiting Consultant's obligation of confidentiality as further described herein, Consultant shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantially similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of the City Data; (b) protect against any anticipated threats or hazards to the security or integrity of the City Data; (c) protect against unauthorized disclosure, access to, or use of the City Data; (d) ensure the proper disposal of City Data; and, (e) ensure that all employees, agents, and subcontractors of Consultant, if any, comply with all of the foregoing. In no case shall the safeguards of Consultant's data privacy and information security program used to protect City Data be less stringent than the safeguards used by Consultant for its own data.

4) Any and all cloud storage shall be in compliance with ISO/IEC 27001 – 27018 or SOC 2, as applicable, or successor standards thereto. The Services (including all data storage), shall be provided solely from within the continental United States or Canada and on computing and data storage devices residing therein. Verified cloud storage services provided by Amazon Web Services or Microsoft Azure, shall be deemed to comply with this section.

5) In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the security, confidentiality, or integrity of City Data, Consultant shall, as applicable: (a) notify City as soon as practicable but no later than seventy-two (72) hours of becoming aware of such occurrence; (b) cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City; (c) in the case of PII, at City's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.80, et seq. and Section 1798.100, et seq., or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse City for any costs in notifying the affected individuals; (d) perform or take any other actions required to comply with applicable law as a result of the occurrence; (e) without limiting Consultant's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless City with respect to any and all claims and liabilities, including payment of reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from City in connection with the occurrence, up to the limits of Consultant's

Cyber Liability polic(ies) required herein; (f) be responsible for recreating lost City Data in the manner and on the schedule set by City without charge to City; and, (g) provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Consultant will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law.

6) If the Services include handling credit card information, then the Consultant shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Consultant agrees and warrants that it is responsible for the security of "cardholder data" that Consultant possesses, stores, processes or transmits on behalf of the City, and for any impact on the security of City's cardholder data environment adversely affected by any failure of the Consultant to maintain compliance with provisions of the PCI-DSS applicable to the Services.

7) City shall have full and complete access to, and ability to download, its City Data 24 hours per day, 7 days per week, except during authorized periods of maintenance by Consultant. Further, Consultant shall, within five (5) business day of City's request, provide City, without charge and without any conditions or contingencies whatsoever (including, but not limited to, the payment of any fees due to Consultant), an extract of the City Data in the format specified by City which is limited to the following file formats (CSV, XLSX, PDF, HTML, JPG, KML, SQL or ZIP). In the event City gives Consultant written notice of a "litigation hold", then as to all data identified in such notice, Consultant shall, at no additional cost to City, isolate and preserve all such data pending receipt of further direction from the City.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: **Avenue Insights & Analytics**
5860 Trinity Parkway Suite #120
Attention: Rachelle Arizmendi

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

16. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each

party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Where a City user of the Services is required to "click through" or otherwise accept or be made subject to any online terms and conditions not expressly referenced herein, such terms and conditions are not binding and shall have no force or effect as to the Services or this Agreement.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Avenu Insights & Analytics
5860 Trinity Parkway Suite #120
Centreville, VA 20120
Rachelle Arizmendi
213-200-6376

By: James Barkman
Name: James Barkman
Title: Chief Financial Officer

By: Paul Colangelo
Name: Paul Colangelo
Title: CEO

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

Service Category	Description
Address Identification	<p>Ongoing monitoring of 80+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Deduplicate all known listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. Service will include ongoing monitoring of all listings in the City of Agoura Hills.</p> <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing once per month - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
24/7 Hotline	<p>24/7 web and phone hotline to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:</p> <ul style="list-style-type: none"> - Mobile-enabled online web form for citizens to contact for citizens to submit tips or complaints to contact and report complaints verbally - Recordings for all call center complaints available upon request - Email notifications to your team when complaints are logged - Automatic outbound live operator calls to permit emergency contacts notifying them of the complaint - Live operator callback for emergency contacts to mark a complaint as acknowledged or resolved with the ability to report resolution notes - Hotline dashboard for tracking complaint volumes, trends, and categories - Ability to upload notes/comments to each complaint
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. Configure compliance definition specific to the City's rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, the portal will:</p> <ul style="list-style-type: none"> - Allow City staff to send letter to non-compliant properties 24/7 - Configure letter templates with branding and letterhead - Up to 2 rounds of letters per non-compliant property per year mailed by Consultant prior to escalation to City - Monitor properties that become complaint after letter enforcement
Rental Activity Monitoring	<p>Ongoing monitoring of Short Term Rental listings for signs of rental activity including historical revenue estimates & occupancy. Use of tax collection product for users to compare historical revenue estimates to actual reported revenue to identify Short Term Rental operators who may be underreporting and underpaying Transient Occupancy Tax</p>
Enhanced Short-Term Rental Registration Portal	<p>Mobile-enabled online portal and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. Registration forms and workflows shall include:</p> <ul style="list-style-type: none"> - Host login and dashboard - Assessor Information Number (Parcel Number) lookup and validation - ACH, debit, and credit payments - Registration number & certificate creation - Document upload renewals - Email confirmation - Admin workflow management for approval & denial
Enhanced Short-Term Rental Tax Collection Portal	<p>Tax Collection as a separate mobile-enabled portal or coupled with Mobile Permitting & Registration in one single portal allowing users to:</p>

	<ul style="list-style-type: none"> - Report revenue monthly, quarterly, or annually and pay tax due (i.e TOT) - Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments
Address Identification- Setup and Configuration	<p>Setup and configure the platform to facilitate the systematic identification of the addresses and owner's contact information for short term rentals located in the City</p> <p><i>Note: The implementation timeline for Client is dependent on Avenu Insights & Analytics' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i></p>
Address Identification- Online Training	Virtual training session with an Avenu Insights & Analytics professional services trainer.
24/7 Hotline- Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline- Setup and Configuration	Virtual training session with an Avenu Insights & Analytics professional services trainer.
Compliance Monitoring – Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with Insights & Analytics professional services trainer.
Rental Activity Monitoring - Setup and Configuration	Setup and configuration of ongoing monitoring of Short-term Rental listings for signs of rental activity.
Rental Activity Monitoring - Online Training	Virtual training session with an Avenu Insights & Analytics professional services trainer.
Mobile Permitting & Registration	<p>Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:</p> <ul style="list-style-type: none"> - Assessor Information Number) Parcel Number) lookup and validation - E-Signatures - ACH, Debit, and Credit Payments - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial
Tax Collection	<p>Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting & Registration in one single portal allowing your users to:</p> <ul style="list-style-type: none"> - Report revenue monthly, quarterly, or annually and pay Transient Occupancy Tax (TOT)

	<ul style="list-style-type: none"> - Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments
Mobile Permitting & Registratio- Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Mobile Permitting & Registration - Online Training	Virtual training session with an Avenu Insights & Analytics professional services trainer.
Tax Collection - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the monthly/quarterly collection of taxes from individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Tax Collection - Online Training	Virtual training session with an Avenu Insights & Analytics professional services trainer.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

1. Contract total shall not exceed \$27,190. The contract total shall be divided up as follows:
 - a. Year 1 (May 8, 2024 to May 8, 2025)- one annual installment of \$9,063.64
 - b. Optional Year 2 (May 8, 2025 to May 8, 2026) - one annual installment of \$9,063.18 if option for Year 2 is exercised by the City
 - c. Optional Year 3- (May 8, 2026 to May 8, 2027) one annual installment of \$9,063.18 if option for Year 3 is exercised by the City
2. Consultant shall submit invoices annually for Year 1, Year 2, and Year 3. Invoices shall be submitted at the earliest May 8th of each Agreement year, for services to be provided in the upcoming Agreement year. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees.