Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") by and between <u>City of Columbia</u>, a municipal corporation of the State of Missouri ("CLIENT") and <u>Avenu Insights & Analytics</u>, <u>LLC</u>, a Delaware limited liability company duly authorized to do business in the State of Missouri ("CONSULTANT"), collectively the Parties, is entered into on the date of the last signatory noted below (the "Effective Date"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

- 1. CONSULTANT will provide CLIENT with the Services described in EXHIBIT A, Statement of Work, which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
- 2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

I. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, Compensation Schedule, incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The term of this Agreement shall be for a period of five (5) years following the Effective Date (the "Term"). Upon mutual written agreement of the parties, the Term may be extended for an additional five (5) year period, subject to the execution of a corresponding amendment. 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 sixty (60) days prior 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 sixty (60) days' notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if CLIENT has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by CLIENT to secure the necessary funding and if no substitute arrangement is made by CLIENT to obtain the same or similar System or Services from another source. CLIENT agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination. CLIENT shall have the right at any time, with sixty (60) days prior written notice to CONSULTANT, to terminate and cancel this Agreement, without cause, for the convenience of CLIENT. In such event, CLIENT shall not be liable to CONSULTANT except for payment for actual work performed through the effective date of termination in an amount proportionate to the completed contract price and for the actual costs of preparations made by CONSULTANT for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by CONSULTANT. Should CLIENT terminate this Agreement, any advance payment made shall be non-refundable.

- 2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.
- 3. <u>Independent Contractor</u>: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
- 4. Employment of Unauthorized Aliens: CONSULTANT shall comply with Missouri State Statute section 285.530 in that CONSULTANT shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of the contract, the CONSULTANT shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONSULTANT shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONSULTANT shall require each subcontractor to affirmatively state in its contract with CONSULTANT that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. CONSULTANT shall also require each subcontractor to provide CONSULTANT with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 5. <u>Subcontractors</u>: CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, 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. CONSULTANT 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.
- 6. Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, by facsimile, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CLIENT:

City of Columbia

Attn: Patrick Zenner 701 E. Broadway Columbia, MO 65205 Phone: (573) 874-7246

Email: patrick.zenner@como.gov

If to CONSULTANT:

Avenu Insights & Analytics, LLC

Attn: Contracts Department 5860 Trinity Parkway, Suite 120

Centreville, VA 20120

Email: contracts@avenuinsights.com

7. Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

Jim Hulley, Client Services Manager Phone: (901) 361-7082 / jim.hulley@avenuinsights.com

- 8. Indemnity: To the fullest extent not prohibited by law, CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.
- 9. Limitation of Liability: IN NO EVENT SHALL EITHER PARTY, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE TO THE OTHER 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 SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, TOTAL CUMULATIVE LIABILITY FOR A PARTY HEREUNDER, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES DESCRIBED IN EXHIBIT B. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE CLIENT AND CONSULTANT'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.
- 10. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 aggregate. The Cybersecurity insurance minimum coverage shall be at least \$2,500,000 per incident, claim or occurrence. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
- 11. <u>Equal Opportunity to Draft</u>: 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. <u>Assignment</u>: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT 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, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
- 13. Ownership of Documents: Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.
- 14. <u>Intellectual Property Rights</u>: The entire right, title and interest in and to CONSULTANT'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 CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.

15. Data Ownership and Security

CONSULTANT and its software shall comply with the requirements of this Section. CONSULTANT shall require its subcontractors or third party software providers to at all times comply with the requirements of this section.

- a. CONSULTANT further covenants that any data entered into the software from the CLIENT, its employees or customers or derived therefrom (hereinafter "CLIENT Data") shall be stored in the United States of America. CLIENT Data shall not be transferred, moved, or stored to or at any location outside the United States of America. CLIENT Data shall be confidential and proprietary information belonging to either the CLIENT or its customers or users of the Software. CONSULTANT shall not sell or give away any such CLIENT Data.
- b. CONSULTANT shall maintain the security of CLIENT Data and that of CLIENT's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or CLIENT Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.
- c. NO HARMFUL CODE: CONSULTANT warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content

without the consumers consent. CONSULTANT shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code. CONSULTANT shall include a similar provision in its contract with subcontractor.

- d. CONSULTANT warrants and guarantees that the products, equipment, software and services do not include products, software and services prohibited by any presidential order, state or federal law, rule or regulation, including but not limited to the 2019 National Defense Authorization Act.
- 16. <u>Public Records Act.</u> CLIENT is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and the Parties agree to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
- 17. Force Majeure: CONSULTANT 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, quarantines, pandemics, endemics, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.
- 18. Relationship of the Parties This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONSULTANT and CLIENT are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONSULTANT shall not be restricted from providing products or performing services for others and shall not be bound to CLIENT except as provided under this Agreement.
- 19. No Waiver Of Sovereign Immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- 20. Severability If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

- 21. Waiver Or Forbearance Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
- 22. 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 amendment signed by both parties.
- 23. <u>Headings</u> The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.
- 24. Governing Law The Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- 25. Missouri Anti-Discrimination Against Israel Act: To the extent required by Missouri Revised Statute Section 34.600, CONSULTANT certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
- 26. <u>Audit</u>. CONSULTANT shall maintain financial records according to generally accepted accounting standards. Upon providing advance written notice to CONSULTANT, CLIENT has the right, at its sole expense and during normal working hours, to examine the records of CONSULTANT to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.
- 27. <u>Nondiscrimination</u>. During the performance of this Agreement, CONSULTANT shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. CONSULTANT shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment

- Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
- 28. Counterparts and Electronic Signatures: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement shall be deemed to have the same legal effect as original signatures on this Agreement.
- 29. <u>Invalidity</u>: 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 herein.
- 30. <u>Implementation</u>: Implementation should begin as soon as possible from the signing of this Agreement (the "Implementation Date") for the performance of services under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

	By:	cs
	De'Carlon Seewood, City Manager Date:	
APPROVED AS TO FORM:		
By: Nancy Thompson, City Counseld	- or	
is to be charged,	his Agreement is within the purpose of the appropriat Account Number 22904810-412200, and that ce to the credit of such appropriation sufficient to pay	there is an
	By: MatthewLue, Director of Finance	
(Seal)	Avenu Insights & Analytics, LLC By: Sabrina Stover, CFO Date: 93435	
ATTEST: By: Sea Filly Name: \(\int_{15}a \) \(\text{Lilly} \)		

EXHIBIT A STATEMENT OF WORK

This Statement of Work is incorporated in the Consultant Services Agreement ("Agreement") by and between Avenu Insights & Analytics, LLC ("CONSULTANT") and City of Columbia ("CLIENT").

A.1 SHORT-TERM RENTAL COMPLIANCE PRO

Scope of Work

CONSULTANT's Short Term Rental Monitoring and Identification Services are designed to assist CLIENT in enhancing its short-term rental/lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for CLIENT. Using its Short-Term Rental Compliance Software, CONSULTANT will be responsible for providing the following modules and components as part of this Agreement:

Identification Services - Bundled

- Validate STR listing data with at least two (2) different data points to public records
- Correctly identify single-family-dwelling STR listings with exact street address at least ninety-nine percent (99%) of the time
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time

Targeted Website Monitoring

- Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Flipkey, Booking. Additional websites may be supported upon CLIENT request, for additional cost.
- Data collection is run at least once per week.
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- Archive and estimate gross revenue via review or calendar bookings
- Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
- Capture of time-stamped STR listings data in JPG
- Automated matching of STR listings to STR Licensees via proximity and host name

Web Portal for Monitoring

- 24/7 accessible web-portal with keyword-search
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Reporting on sixty-nine (69) different data points and filtering / grouping
- Enter notes and track compliance activity on forty (40) different categories of compliance
- English Customer Support
- Generate a mailout of non-compliant STR operators within the interface
- Compare up to ten (10) STR listings with thumbnail photos at the same time

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and, if the CLIENT so chooses, will make outbound
 outreach to the designated responsible agent of the STR address in question and/or escalate to other
 enforcement agencies.
- Any configuration change to the complaint call flow after thirty (30) days of go-live may result in additional charges.

Compliance Outreach

• Print and Mail - Up to two (2) rounds of letters per non-compliant STR host per year

CONSULTANT Deliverables

- Portal will begin archiving and monitoring, within sixty (60) days of contract signature, at a minimum, the following information, (herein "Self-Service STR Report"):
 - STR unique id, website URL, duplicate STR ids
 - Approximate or exact STR address (and apartment number if applicable), city, state, postal code
 - Partial or Full Operator information (name, address, city, state, postal code)
 - Number of bedrooms
 - Maximum guests
 - Nightly rate
 - Number of reviews
 - Minimum nights
 - Permit numbers displayed on the ad (if any)
- CONSULTANT will provide CLIENT with login access to the system for up to 100 staff members
- Perform all on-going support of the System, including hardware and software throughout Term
- Provide online webinar style training on the System to CLIENT staff once per year for up to two (2) hours. On-site training or online training more than once per year will incur additional costs as outlined in Exhibit B.

CLIENT Assistance

CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

Prior to the start of the work to be performed, provide CONSULTANT with:

- all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to short term rental, hotel occupancy, lodging tax, permits and or business registration.
- Provide CLIENT shape file (boundary file).
- Provide at no additional cost to the CONSULTANT Land Title, Land Ownership, and / or Parcel Ownership File.

- Inform CONSULTANT of any circumstances concerning current existing payees.
- Inform CONSULTANT of the development of new lodging properties no later than the Certificate of Occupancy being granted.

Throughout the course of the Term, CLIENT shall:

- Pursue those Short-Term Rentals identified by CONSULTANT within thirty (30) days of the date they are first identified for non-compliance per CLIENT's ordinance
- In the event of a misidentification, provide CONSULTANT with documentation and feedback
- Provide valid email address(es) and / or phone number(s) to receive 24/7 nuisance escalations, and respond to escalations as required

EXHIBIT B

COMPENSATION SCHEDULE

This Compensation Schedule is incorporated in the Consultant Services Agreement ("Agreement") by and between Avenu Insights & Analytics, LLC ("CONSULTANT") and City of Columbia ("CLIENT").

B.1 SHORT-TERM RENTAL COMPLIANCE PRO

Fees for the Short-Term Rental Monitoring and Identification Services described in the Statement of Work will be billed in accordance with the schedule set forth below. After Year 1, fees will be invoiced to CLIENT at the beginning of each subsequent Term Year. Payments are due within thirty (30) days of invoice receipt.

Description	Invoice Date	Invoice Amount
Year 1 STR Portal Setup / Onboarding	+30 days after signature	\$5,000
Year 1 STR Report	+60 days after signature	\$26,250
Year 2 Maintenance	Annually	\$27,550
Year 3 Maintenance	Annually	\$28,850
Year 4 Maintenance	Annually	\$30,150
Year 5 Maintenance	Annually	\$30,800
Year 6 Maintenance (OPTIONAL)	Annually	\$31,450
Year 7 Maintenance (OPTIONAL)	Annually	\$32,100
Year 8 Maintenance (OPTIONAL)	Annually	\$32,750
Year 9 Maintenance (OPTIONAL)	Annually	\$33,400
Year 10 Maintenance (OPTIONAL)	Annually	\$34,050

ADDITIONAL CONSULTING

CLIENT may request that CONSULTANT provide additional consulting services at any time during the Term of this Agreement. If CONSULTANT and CLIENT agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from Seventy-Five Dollars (\$75) per hour to Two Hundred Dollars (\$200) per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

TRAVEL AND OUT-OF-POCKET

CLIENT shall reimburse CONSULTANT for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

CITY OF COLUMBIA, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530 RSMo

County of Fairfax
State of Commonwealth of Virginia) ss.
My name is <u>Sabrina Stover</u> . I am an authorized agent of
Avenu Insights & Analytics, LLC (Bidder). This business is enrolled and participates in a federal
work authorization program for all employees working in connection with services
provided to the City of Columbia. This business does not knowingly employ any person
who is an unauthorized alien in connection with the services being provided.
Documentation of participation in a federal work authorization program is
attached to this affidavit.
Furthermore, all subcontractors working on this contract shall affirmatively state
in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and
shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn
affidavit under penalty of perjury that all employees are lawfully present in the United
States. Affiant Sabrina Stover Printed Name Subscribed and sworn to before me this 4th day of Utobur, 2025 Notary Public
LISA MARIE LILLY NOTARY PUBLIC PECISTATION

REGISTRATION # 8117719 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES AUGUST 31, 2028

EXHIBIT

Commonwealth of Virginia

Immigration Law Compliance Affidavit

COUNTY OF Fairfax) ss:
AFFIDAVIT (as required by Section 285.530, Revised Statutes of Missouri)
As used in this Affidavit, the following terms shall have the following meanings:
EMPLOYEE: Any person performing work or service of any kind or character for hire within th State of Missouri.
FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.
 KNOWINGLY: A person acts knowingly or with knowledge, a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist(; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.
UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).
BEFORE ME, the undersigned authority, personally appeared <u>Sabrina Stover</u> who, being duly sworn, states on his/her oath or affirmation as follows:
1. My name is Sabrina Stover and I am currently the CFO of Avenu Insights & Analytics, LLC (hereinafter "Contractor"), whose business address is 5860 Trinity Pkwy., Ste. 120, Centreville, VA 20120, and I am authorized to make thi Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Columbia:

- 4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Signature of Affiant

Printed Name: Sabrina Stover

Subscribed and sworn to before me this

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recel

My Commission Expires:

*PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the Contractor; and (2) A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.

LISA MARIE LILLY NOTARY PUBLIC REGISTRATION # 8117719 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES AUGUST 31, 2028