



Professional Services Agreement

Azavar Agreement

Created by:

Tom Fagan
Azavar

Prepared for:

Blaine Wing
City of Crest Hill

Professional Services Agreement

This Professional Services Agreement (this “Agreement”) is made and entered into on the 1st day of June 2026 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Crest Hill an Illinois municipal corporation having its principal place of business at 202600, Crest Hill, Illinois 60403 (“Customer”).

1. SCOPE OF SERVICES

- 1.1.** Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services (“Services”) in accordance with written statements of work agreed to by the parties (each, a “Statement of Work”) attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.
- 1.2.** Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.
- 1.3.** Customer agrees to provide reasonable facilities and space should Azavar work on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. INDEPENDENT CONTRACTOR

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar’s employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. PAYMENT TERMS

Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice, Azavar, at its discretion, may accelerate all payments due under this Agreement, any Statement of Work attached hereto, will seek recovery of all estimated fees due to Azavar. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fee, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

4. CONFIDENTIAL INFORMATION

- 4.1.** Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential (“Confidential Information”). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.
- 4.2.** Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

5. INTELLECTUAL PROPERTY

- 5.1. No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.
- 5.2. Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

- 7.1. This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 30 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a twelve (12) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive twelve (12) month periods for three (3) additional years, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.
- 7.2. Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 7.3. The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES

Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:

General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard
Suite 2100
Chicago, Illinois 60604

If to Customer:

City Administrator
City of Crest Hill
20600 City Center Blvd, Crest Hill, IL 60403

9. ASSIGNMENT

Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. NONSOLICITATION OF EMPLOYEES

During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 10.

11. USE OF CUSTOMER NAME

Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

12. COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

Azavar Audit Solutions, Inc

City of Crest Hill

Print Name: Jason Perry

Print Name:

Signature:

Signature:

Title: President

Title:



Exhibit A - Statement of Work

Azavar Agreement

Created by:

Tom Fagan
Azavar

Prepared for:

Blaine Wing
City of Crest Hill

Exhibit A – Statement of Work

This Statement of Work (“Statement of Work”) is made and entered into on this 6th day of May 2026 by and between Azavar Audit Solutions, Inc.’s affiliate, Azavar Technologies Corporation, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Crest Hill, a Illinois an Illinois municipal corporation having its principal place of business at 20600 City Center Blvd, Crest Hill, Illinois 60403 (“Customer”). WHEREBY the parties entered into a Professional Services Agreement (“Agreement”) by signature by the parties attached hereto on 1st day of June 2026.

1. **REVENUE ADMINISTRATION SERVICES:** In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

- 1.1. **Professional Services, Ordinance Review, Analysis, and Modification:** Azavar shall review Customer ordinances and shall present any recommendations (“Findings”) to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of the Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.

- 1.2. **Electronic Monitoring and Automated Management of Locally Authorized and Administered Tax/Fee and Any Other Revenues:** Azavar shall provide Customer for an additional fee with Services and software to continuously monitor and manage locally authorized and administered taxes, fees, and any other revenues to ensure compliance with locally authorized taxes and fees. Services to be included by Azavar are as follows: (i) Customer will have a single Azavar point of contact for inquiries or reporting issues; (ii) Regular (weekly, semi-monthly, or monthly) status calls with the assigned Azavar project manager; (iii) Defect/Enhancement reporting and tracking tool; (iv) Project management portal. Additional Services related to the software specifically to be provided to the Customer are as follows: **Tax and Fee Administration Software Module and Services.**

- 1.2.1. 99.7% guaranteed system uptime (including pre-arranged system maintenance schedule);

- 1.2.2. Cyber liability insurance coverage and NACHA and PCI compliance;

- 1.2.3. Help Desk support for Customer and Customer End Users Monday through Friday, 9am-5pm CST (excluding state and federal holidays);

- 1.2.4. One (1) business day response time to support inquiries;

- 1.2.5. Ongoing adoption program to facilitate 100% adoption of Localgov software by Customer End Users.

- 1.2.6. Customer Service: In the event an individual Customer End User is unable to use the Azavar Software to file and pay Customer Taxes, Azavar shall be responsible for providing manual, individual support to the individual Customer End User.

2. IMPLEMENTATION AND USE OF AZAVAR SOFTWARE

- 2.1. Customer agrees that it shall use Azavar developed, hosted, managed, and supported software pertaining to local government expense management, tax location management, tax filing and payment applications for locally authorized and/or administered taxes, expenses, proceeds, monies owed, or fees, (collectively “Taxes”) and revenue monitoring, management, and reporting software (“Azavar Software” or “Software”). Customer agrees that it shall, within no more than thirty days (30) from the date of execution of this Statement of Work: (a) Provide Azavar full cooperation and information necessary to immediately implement, deploy, and integrate Azavar Software for electronic filing, payment, and collection of Taxes with Customer’s existing database and/or enterprise resource planning (“ERP”) systems, wherein the Azavar Software is accessible on Customer’s official website to users of Customer’s website (“End Users”)

in a live and secure production environment. Customer shall identify one (1) staff person to test the Software and provide feedback to Azavar regarding the Azavar Software on a reasonably regular basis, especially during Customer onboarding on to Azavar Software. Azavar is expressly authorized by Customer to contact and work with web, Information Technology, and/or ERP providers of Customer for the purposes of implementing and updating Azavar Software as necessary. Should Customer require additional Services for implementation, configuration, customization, or integration of Azavar Software not set forth in this Statement of Work, Azavar shall provide said professional services to Customer on a time and materials basis (Azavar's blended hourly rate for said services is \$175.00/hour for the 2026 Calendar Year) at Azavar's then current rate schedule; and,

- 2.2.** Azavar shall retain all rights, at its sole discretion, to recover service fees or cost(s) from Customer and/or End Users and to set reasonable prices for Customer and/or End Users. This includes, but is not limited to, reclamation of fees for ACH/EFT/eCheck processing electronic payments and shall be included in the fee per filing set forth below or for Credit/Debit Card processing fees. End Users with returned ACH/EFT/eCheck payments shall be assessed a fee of \$25.00 by Azavar and shall be retained by Azavar. **Azavar shall assess fees for processing electronic payments per transaction for ACH - \$2 per and 3.2% for credit card transactions shall be absorbed by the Consumer.**

2.3. ONBOARDING AND ADDITIONAL SERVICES

2.3.1. Onboarding Services: Azavar commits to providing the following comprehensive onboarding services for the Customer. **Standard Onboarding Inclusions:**

- a. Digitization of all forms, inclusive of testing and implementing ongoing Customer and End User feedback.
- b. Drafting a letter and email blast to taxpayers regarding notification of new online procedures.
- c. Deployment management of the Customer Localgov portal and forms.
- d. Welcome meeting, creation of a Customer onboarding playbook, and ongoing project management.
- e. Execution of the ongoing Adoption Program for 100% platform adoption.
- f. Enrollment assistance in payment processor.
- g. Customer business data aggregation and data migration facilitation to the Localgov platform.
- h. Configuration of historical delinquencies and form submission requirements post-launch.
- i. One (1) onsite or remote training session for Customer staff on the application. Service includes drafting of presentation slide deck. The specifics of the onsite location, date, time, and duration shall be mutually agreed upon by Customer and Azavar. Any travel expenses incurred by Azavar for onsite training will be billed separately to the Customer.
- j. One (1) onsite or remote demonstration and training session for Customer End Users and taxpayers. Service includes drafting of presentation slide deck. The particulars of the onsite location, date, time, and duration will be mutually decided upon by Customer and Azavar. Any travel expenses incurred by Azavar for onsite training will be billed separately to the Customer.
- k. Optional setup of an on-site kiosk within Customer facilities, with the kiosk billed separately. Azavar staff will facilitate remote kiosk setup in collaboration with designated Customer staff member.

2.3.2. Additional Charges: Azavar may provide the following professional services to Customer on a time and materials basis (Azavar's blended hourly rate for said services is \$175.00/hour for the 2026 Calendar Year) at Azavar's then current rate schedule. Azavar will only execute the following services if requested by the Customer.

- a. Dispatching of taxpayer letters by Azavar will incur a charge of \$10 per mailing, covering supplies, labor, and mailing costs.
- b. Custom reports and integrations with third-party software are not included in the standard onboarding services will be scoped and estimated post a detailed elaboration call with Customer. Upon Customer approval, these projects will be billed on a time and materials basis.
- c. Additional training sessions, beyond the one End User and one Customer staff training provided, will be charged on a time and materials basis.

- d. Additional marketing materials, beyond the one End User training presentation, one Customer staff training presentation, one email blast, and one taxpayer letter, will be charged on a time and materials basis.

2.3.3. Exclusions from Onboarding: Custom reports, custom third-party software integrations, additional training sessions, additional marketing materials, and kiosk product are expressly excluded from the onboarding fee. These services will be separately scoped and billed as per the stipulations in subsection (b).

2.3.4. Additional Service Requests: Services requested by the Customer that fall outside the scope of the onboarding services outlined in subsection (a) will be provided on a time and materials basis at the rate of \$175.00/hour for the 2026 Calendar Year.

3. END USER LICENSE AGREEMENT

3.1. Software License. Azavar hereby grants a non-exclusive license to the Customer to use the Azavar Software for the purpose of payment, filing and collection of all Taxes, as well as for collection of all additional and ancillary data generated by such collections. The Customer shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said Software. The license granted hereunder shall not imply ownership by Customer of said Software, rights of the Customer to sell the Software, or rights to use said software for the benefit of others, except as provided below in Section 3.2. Customer shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without prior written consent of Azavar. Azavar agrees that it shall install and maintain the Software during the Initial Term and for any further term as agreed upon by the parties.

3.2. Sublicense: The license grant provided to Customer includes a limited right to allow an unlimited number of End Users to the system for the purposes of reporting, filing, and paying of all locally authorized and/or administered Taxes and revenue. Each End User shall generate a user name and password and will agree to a limited end user license agreement for accessing and using the Azavar Software for the purposes of filing, payment, and collection of Taxes and revenue due to Customer.

3.3. Customer Data: Azavar acknowledges that the data provided by the Customer (“Customer Data”) during the use and implementation of the Software is the property of the Customer. Customer authorizes Azavar to access, import, process and generate reports (“Azavar Data”) from the Customer Data with Azavar’s various proprietary systems. No confidential or otherwise sensitive information will be released. Azavar owns any rights in and to the Azavar Data, including but not limited to all Intellectual Property rights that may vest in such Azavar Data. The Azavar Data shall be made available to the Customer in a format acceptable to both the Customer and Azavar.

3.4. Duration, Fee, and Term:

3.4.1. Duration: The grant of the Software License in Section 2.1 above is provided to Customer for the Initial Term and any Renewal Terms to use, install, implement and deploy the Azavar Software at the license fee set forth below.

3.4.2. Fee:

3.4.2.1. Onboarding Fee: Customer shall pay a one-time onboarding service fee of zero dollars (\$0) upon execution of this Statement of Work.

3.4.2.2. Tax Filing Module License Fee: Customer shall pay Azavar a fixed annual service/license fee of \$8,000 based an estimate of 750 filings on an Monthly or Quarterly basis. The Customer will be responsible for paying the first \$6,000 of the service/license fee in quarterly installments. The taxpayer will pay a per filing fee of \$3 for tax collection to cover the remaining \$2,000 of the yearly service/license fee.

3.4.2.2.1. Minimum Module Fee: The Customer agrees to pay a minimum annual fee for access and use of Azavar Software Tax Filing Module. This fee is due irrespective of the extent of actual usage of the provided services. The minimum annual fee for the Tax Filing Module shall be eight thousand dollars (\$8,000). Customer has reachd this threshold per 3.4.2.2 stated above.

3.4.2.3. Registration Module License Fee: Taxpayer shall pay Azavar a discounted service/license fee of twenty five dollars (\$25.00) per application and fifteen dollars (\$15.00) per certificate issued for the distinct and unique locally authorized and/or administered Registration form(s) implemented within Azavar Software for the Customer's benefit upon execution of this Statement of Work, whether or not such Registration form(s) has yet been deployed to a live production environment. Taxpayer shall pay a fixed annual service/license fee of \$40 per application/registration as a platform fee within the system registering on an Annual basis.

3.4.2.3.1. Minimum Module Fee: The Customer agrees to pay a minimum annual fee for access and use of Azavar Software Registration Module. This fee is due irrespective of the extent of actual usage of the provided services. The minimum annual fee for the Registration Module shall be eight thousand dollars (\$8,000). This has been waived per the transaction fee stated in 3.4.2.3.

3.4.2.4. Operating Platform Fee: For each form submitted through the Azavar Software for which the applicable transaction fees are paid by the Business/Citizen End User ("Business"), Azavar shall assess a one dollar (\$1.00) Operating Platform Fee, which shall be collected from the Business at the time of payment; provided, however, that if Customer elects to absorb the transaction fees on behalf of the Business, no Operating Platform Fee shall be assessed to or collected from the Business with respect to such form submission.

3.4.3. Billing: Billing of the service/license fee shall start upon the contract start date. Customer agrees and authorizes that Azavar shall deploy a distinct and unique license and/or Tax form for filing and collection of each, but not limited to, Customer Tax and Fee and Registration upon execution of this Statement of Work. The per filing fee of twelve dollars (\$12.00), per application fee of twenty five dollars (\$25.00), and per certificate fee of fifteen dollars (\$15.00) is guaranteed for three contract years. Customer may request at any time, in writing to Azavar, that Azavar implement and deploy any additional module(s). A separate fee may be applicable for additional modules. All services are billed quarterly.

4. LICENSE, PERMITS, AND/OR APPROVALS

- 4.1. Azavar and Customer will work together to obtain such licenses, permits, and/or approvals ("Approvals") as necessary and
- 4.2. required by law for the performance of the Services and implementation of the Azavar Software as provided in this Statement of Work. Customer shall be responsible for payment of all such fees or licenses necessary for said implementation.

5. INDEMNITY

- 5.1. **For Azavar:** Azavar shall indemnify and hold harmless Customer and its officers, officials, and employees from any liability for damage or claims for personal injury, as well as from claims of breach of confidentiality, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Azavar, its officers, agents and employees under this Statement of Work.

6. INTELLECTUAL PROPERTY

- 6.1. **Ownership:** Azavar owns all rights in and to the Azavar Software as well as all modifications and amendments necessary for implementation of Azavar Software. In the event that it should be determined that any Azavar Software or related documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.
- 6.2. **Proprietary Information:** As used herein, the term "Proprietary Information" means any information which relates to Azavar's Software, audit processes or related services, techniques, or general business processes. Customer shall

hold in confidence and shall not disclose to any other party any Proprietary Information in connection with this Statement of Work, or otherwise learned or obtained by the Customer through implementation of the Azavar Software.

7. **COMPLETE AGREEMENT:** This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth above.

Azavar Audit Solutions, Inc

City of Crest Hill

Print Name: Jason Perry

Print Name:

Title: President

Title:

Signature:

Signature: