

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into on the \_\_\_\_ day of February, 2020 by and between **Azavar Audit Solutions, Inc.**, d/b/a 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 **Village of Westmont**, an Illinois municipal corporation having its principal place of business at 31 West Quincy Avenue, Westmont, Illinois 60559 (“**Customer**”) (Azavar and Customer are each a “Party” and are hereinafter collectively referred to as the “**Parties**”).

WHEREAS, the Azavar provides a variety of professional consulting, auditing and software services for its clients.

WHEREAS, Customer desires to utilize Azavar’s software and related services and agrees to engage the Azavar to perform services as described on the Statement of Work attached to this Agreement in accordance with these terms.

NOW, THEREFORE, in consideration of the covenants, promises and agreements set forth below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES.

1.1 Subject to the following terms and conditions, Azavar shall provide software and related electronic monitoring and automated management of locally authorized and administered taxes/fees (“Services”) in accordance with the written statement of work agreed to by the Parties ( “Statement of Work”) attached hereto as Exhibit A, which may be subsequently amended by the Parties. The 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. Any Statement of Work that is negotiated between the Parties shall be in writing and executed by both Parties. 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 the 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 the Statement of Work.

1.4 In the event of any conflict between this Agreement and any express written terms contained in the Statement of Work, the terms of the Statement of Work shall govern. In all other circumstances, the terms of this Agreement shall control.

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. Nothing in this Agreement or the Statement of Work should be construed to create a partnership, joint venture, or employer-employee relationship.

Neither Party is an agent of the other Party and neither Party is authorized to make any representation, warranty, contract, or contract commitment on behalf of the other Party.

3. PAYMENT TERMS.

3.1. Customer shall compensate Azavar the fees set forth in the Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in the Statement of Work. Azavar shall submit an invoice to Customer (to the contact person listed below) on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and the Statement of Work hereto. Customer shall remit payment to Azavar as set forth in Section 3.2 below. Subject to the Notice and Cure section of this Agreement, 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, and seek recovery of all actual 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 fees, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

3.2 Payment of any and all invoices by Customer are subject to the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, and such payment will be made in accordance with that Act. Nothing in this Agreement or any Statement of Work shall be deemed a waiver by any Party of the Local Government Prompt Payment Act, and to the extent that any portion of this Agreement or any Statement of Work conflicts with that Act, the Local Government Prompt Payment Act controls.

3.3. To the extent that any payment is due to Azavar after April 30, 2021 (the "Illinois Date"), this Section 3.3 shall apply:

(a) Azavar shall estimate the total amount due after the Illinois Date and shall bill Customer for this amount on or before one (1) day before the Illinois Date, with a due date of the Illinois Date.

(b) Notwithstanding the due date of the Illinois Date, Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act) for nonpayment until sixty (60) days following the Illinois Date.

(c) If Customer signs a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date, payment terms shall revert to those that would have applied in the absence of this Section 3.3.

(d) If Customer does not sign a new contract (or contract amendment) within sixty (60) days following the Illinois Date and has not paid the bill the day before one (1) day before the Illinois Date within sixty (60) days following the Illinois Date, Customer shall be in default, retroactive to the Illinois Date and agrees that the Government Prompt Payment Act is applicable and has not been waived by Azavar.

(e) Both Azavar and Customer agree that neither Party is admitting or acknowledging that the applicability of ILCS 5/8-1-7(a)-(b) is or is not applicable to this Agreement and both Azavar and Customer agree that this Agreement shall not be used in support of an argument for the applicability of ILCS 5/8-1-7(a)-(b).

3.4 Azavar shall send invoices to Customer via email transmission as follows:

Customer's Invoicing and Financial Contact: Spencer Parker, Finance Director  
A/P Contact Person: Spencer Parker, Finance Director  
E-mail: sparker@westmont.il.gov  
Invoices E-mail: sparker@westmont.il.gov  
Direct Phone: (630) 981-6234  
Special Instructions (if applicable): N/A

or to such other person as Customer's Finance Director may designate in writing

#### 4. CONFIDENTIAL INFORMATION.

4.1 Each Party acknowledges that in the performance of its obligations hereunder, each Party may have access to information belonging to the other which is proprietary, trade secret, or highly confidential ("Confidential Information"). Each Party, on behalf of itself and its employees, agrees not to disclose to any third Party any Confidential Information 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.

4.2 Confidential Information does not include: (i) written information lawfully obtained 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 public from third Parties and such third Parties have no confidentiality obligations to either Party; (iv) information subject to disclosure under any state or federal laws; or (v) information which is independently developed by either Party without use of such Confidential Information.

4.3 Azavar agrees that any work product or any other data or information that is developed by Azavar for 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 the completion of the Services provided under each Statement of Work hereto.

4.4 Notwithstanding anything in the foregoing to the contrary, either Party shall disclose any Confidential Information to the relevant authority as is required to comply with a judicial or administrative proceeding, or is otherwise requested or required to do so by a court of law.