

RESOLUTION NUMBER 09 -23

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS,
AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT
WITH AZAVAR AUDIT SOLUTIONS, INC., OF CHICAGO, ILLINOIS, TO PROVIDE
COMPREHENSIVE TAX SOFTWARE FOR THE VILLAGE OF EAST DUNDEE
FOR THREE YEARS IN THE AMOUNT OF \$60,000**

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village strives to protect, preserve and maintain the Village's financial position; and

WHEREAS, the Village has reviewed and discussed a demonstration of Azavar's Localgov Financial Software Platform at its January 20, 2023 meeting; and

WHEREAS, the Village believes the software package to be robust and value-added; and

WHEREAS, Village staff recommends Village Board approve a resolution authorizing the Village Administrator to enter into an Agreement with Azavar Audit Solutions for \$20,000 per year for a three year period.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: The Village's corporate authorities approve a resolution authorizing the Village Administrator to enter into an Agreement with Azavar Audit Solutions to provide the Village with access to the Localgov Software Platform for a period of three years in the amount of \$60,000 and further authorize and direct the Village Administrator to execute the Agreement and for the Village Clerk to attest the Agreement.

ADOPTED this 17th day of April, 2023, pursuant to a roll call vote as follows:

AYES: Mahony, Kunze, Brittin, Saviano and Sauder

NAYES: Ø

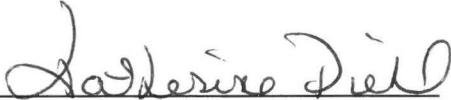
ABSENT: Treiber

APPROVED by me this 20th day of March, 2023.



Jeffrey J. Lyham, Village President

ATTEST:



Katherine Diehl, Village Clerk

Published in pamphlet form this 17th day of April, 2023, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on April 17, 2023.

**VILLAGE OF EAST DUNDEE
PROFESSIONAL SERVICES AGREEMENT WITH
AVAZAR AUDIT SOLUTIONS, INC.**

THIS AGREEMENT (“**Agreement**”) is dated as of the 25 day of April, 2023 (“**Effective Date**”) and is by and between the Village of East Dundee, an Illinois home rule, municipal corporation (“**Village**”), and Azavar Audit Solutions, Inc., (d/b/a Azavar Government Solutions), an Illinois corporation (“**the Consultant**”) (collectively, the “**Parties**”).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: **Professional management, government, revenue and tax, and computer consulting services as set forth in and attached hereto as EXHIBIT A** (collectively, the “**Services**”).

B. Services. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (“**Scope of Services**”). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (“**Commencement Date**”). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (“**Time of Performance**”).

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed the one-time \$2,500 onboarding fee and \$20,000 service / license fee per year ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim

submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Administrator after approval in accordance with applicable procedures.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be

subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause

all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq* subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized

consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration

of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Administrator or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village East Dundee
Attention: Village Administrator
120 Barrington Ave., East Dundee, IL 60118
E-mail: estorlie@eastdundee.net

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Kelley A. Gandurski
E-mail: Kelley.Gandurski@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Azavar Audit Solutions, Inc.
Attention: General Counsel
55 East Jackson Blvd., Ste. 2100
Chicago, IL 60604
Email: _____

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will

have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Kane County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Kane County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and B attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5.D, 8.A-C and 9.A-B will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

By: *Katherine Dield*
VillageClerk

VILLAGE OF EAST DUNDEE

By: *Jeff Lynam*
Village President, Jeff Lynam

ATTEST:

By: _____
Title: _____

CONSULTANT

By: *[Signature]*
Its: _____

EXHIBIT A

SERVICES – [CONSULTANT TO PROVIDE]

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of East Dundee including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

Additional Insured

Policy or Policies

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The Village has developed digital map information through Geographic Information Systems Technology (“**GIS Data**”) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;
2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
 - a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;
 - b. **Consent of Village Required. The Consultant** may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.
 - c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use of the GIS Data; and
 - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.



Exhibit A - Statement of Work

Azavar Agreement

Created by:

Tom Fagan

Azavar

Prepared for:

Erika Storlie

Village of East Dundee, Illinois

Exhibit A – Statement of Work

This Statement of Work (“Statement of Work”) is made and entered into on this 31st day of March 2023 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 Village of East Dundee, Illinois, a Illinois a municipal corporation having its principal place of business at 120 Barrington Avenue East Dundee, Illinois 60118 (“Customer”). WHEREBY the parties entered into a Professional Services Agreement (“Agreement”) by signature by the parties attached hereto on 31st day of March 2023.

- 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:
 - I. 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.
 - II. ii. 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. 99.7% guaranteed system uptime (including pre-arranged system maintenance schedule);
 2. Cyber liability insurance coverage and NACHA and PCI compliance;
 3. Help Desk support for Customer and Customer End Users Monday through Friday, 9am-5pm CST (excluding state and federal holidays);
 4. One (1) business day response time to support inquiries;
 5. One (1) onsite or remote training on application for Customer staff (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
 6. One (1) onsite or remote demonstration and training for Customer End Users and taxpayers (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
 7. Report generation configured to the Customer’s requirements in collaboration between the Customer and Azavar;
 8. Production of marketing material to communicate the Services and software to Customer End Users;
 9. 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;
 10. Setup of an on-site kiosk (optional) within Customer facilities.

Exhibit A – Statement of Work

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 \$150.00/hour for the 2021 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 which shall not exceed 1.95% and shall be absorbed by Customer.

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.

Exhibit A – Statement of Work

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: Customer shall pay a \$2,500 one-time onboarding fee upon execution of this Statement of Work. Customer shall pay Azavar a service/license fee of \$20,000.00 per year (invoiced yearly) for the distinct and unique locally authorized and/or administered license and Tax forms listed below and implemented within Azavar Software for the Customer's benefit upon execution of this Statement of Work, whether or not such Tax form(s) has yet been deployed to a live production environment. Billing of the service/license fee shall start upon deployment of Azavar Software to a live production environment. Customer agrees and authorizes that Azavar shall deploy a distinct and unique license and/or Tax form for filing and collection of each of the following, but not limited to, Customer Taxes upon execution of this Statement of Work: Lodging Licenses, Lodging Taxes and Food and Beverage Taxes. 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.

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 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.

Exhibit A – Statement of Work

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

Print Name: Jason Perry

Title: President

Signature:



Village of East Dundee, Illinois

Print Name: Jeff Lynam

Title: Village President

Signature:





Localgov Proposal

East Dundee, Illinois

Proposal Details & Terms

Company Name: Azavar Audit Solutions, Inc. DBA Azavar Government Solutions, Azavar Technologies Corporation, & Localgov LLC

Company Address: 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604

Payment Terms: Localgov Insights & Analytics price is guaranteed for 36-months. Billed annually.

Prepared On: Sep 21, 2022

Created by:

Name: Tom Fagan

Title: Senior Marketing Executive

Company: Azavar

Phone: 708.997.0528

Email: tfagan@azavar.com

Prepared for:

Name: Erika Storlie

Title: Village Administrator

Government: East Dundee, Illinois

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About Us (3)

Localgov brings a fresh, innovative, out-of-the box, and comprehensive approach to East Dundee's tax administration and customer user experience.

Localgov brings together the entire tax administration experience for both groups of customers – the Village and its taxpayers. The Localgov platform is first and foremost customer-centric. Localgov customer service achieves 100% platform adoption through training of local government staff, educating taxpayers, working with taxpayers in the field, on the phone, or online, and being available 24/7/365 online via computer or mobile device. The Localgov platform is completely cloud based and therefore reduces internal management costs for the Village.

Using the Localgov platform and professional services provided by Azavar Technologies Corporation and Azavar Government Solutions ("Azavar"), Azavar shall act as East Dundee's third-party administrator for the Village's tax collection. Azavar Technologies Corporation manages all distribution, onboarding, deployment, production management, technology, and customer service functions. Azavar Government Solutions manages taxpayer filing and remittance compliance, taxpayer discovery and tax recovery, and ensures that East Dundee maximizes its tax and fee revenues, especially as the Village endeavors to collect taxes from the multitudes of sources.

Together, the Azavar group of companies and its 40 team members will collaborate with East Dundee based on the following program mission.

Azavar maximizes revenues, reduces costs, and strengthens community relationships for East Dundee as its third-party tax administrator by delivering professional services, including compliance reviews, and automation of taxes and fees resulting in a streamlined and positive customer user experience.



About Azavar Technologies

Since 1996, Azavar Technologies has developed custom web and mobile applications and integrated these applications with myriad database and enterprise systems. By listening to our local government customers, Azavar has developed the Localgov platform to advance communities into the digital era.

Azavar sets itself apart from the competition through the Azavar Advantage. Our experience began with the birth of the Internet, and from this we have developed the Azavar Advantage — giving each local government customer we serve an immediate value-added edge using professional services and Localgov technology for improved tax administration.

The Azavar Difference, the Azavar Approach, The Azavar Timing and the Azavar Team are the advantage we give to our customers are all designed to produce maximum and scalable results using the Localgov Platform, building a bridge to future opportunity. The Azavar Advantage combines both expertise and proven methodologies to transform your tax administration automation possibilities into realities.

By combining experienced software engineers, top-shelf customer service representatives, and strong, bottom-line driven project managers, Azavar provides tailored strategic solutions to our clients using Localgov at the highest levels possible.

The Azavar Difference — We make working in the digital world a rewarding user experience by combining your organization's know-how and our expertise to build and nurture local relationships, producing verifiable results along the way.

The Azavar Approach — We start onboarding by analyzing your data and needs, generating ideas that help develop strategic options which lead to ensuring Localgov is scalable to your current and future automation objectives.

The Azavar Team — We are a team-based firm, granting you access to our arsenal of information strategists, integrators and developers, designers, consultants, customer service representatives, onboarding specialists and project managers. Our team aims to exceed your expectations that generate a positive Return on Investment (ROI).

The Azavar Timing — Through the guidance of our seasoned project managers and onboarding methodology, we are committed to deploying all tax administration programs and Localgov solutions on time and within budget.

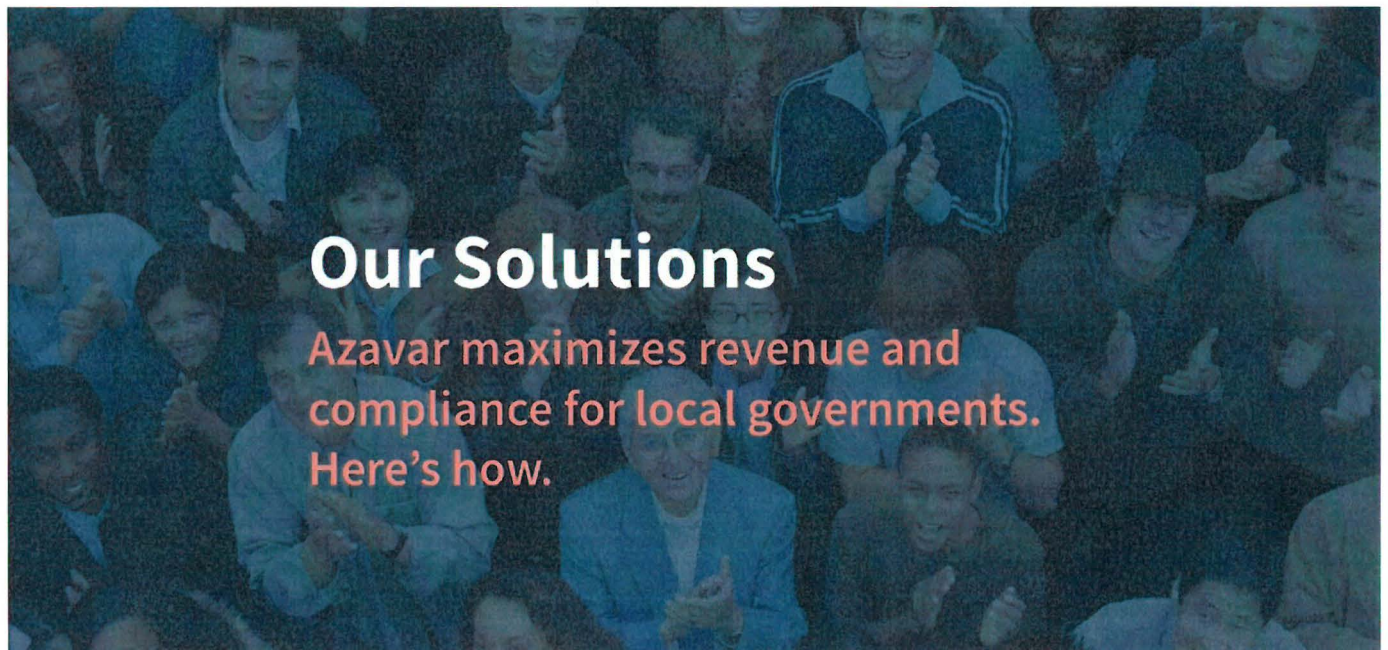
About Azavar Government Solutions

Azavar Government Solutions is a leader in reviewing and identifying missing revenues for local governments nationwide with over 7,000 compliance reviews conducted for over 400 local governments in the last 25 years.

Azavar Government Solutions services include professional compliance reviews of taxes and fees for local governments including, but not limited to, sales, use, and occupation taxes (especially hotel taxes), excise taxes, ad valorem taxes, and franchise fees and utility taxes. Azavar Government Solutions alone has returned over \$500MM to local government clients in refunds, credits, savings, and future revenues.

Taxpayer compliance is a critical aspect of ensuring that East Dundee maximizes its revenues and shows a positive ROI in implementing East Dundee's ordinances. As part of the Localgov platform onboarding, Azavar Government Solutions ensures that all existing East Dundee taxpayers are educated, informed, and compliant with East Dundee's ordinances and specific aspects such as the definition of "Rent" and "Exemption". Subsequent to onboarding, the Localgov platform monitors businesses and taxpayer compliance. Azavar Government Solutions investigates any existing taxpayers that may not be compliant with East Dundee's ordinances.

Additionally, Azavar Government Solution identifies and brings into compliance businesses that are not, but likely should be, registered as a East Dundee tax or fee payer.



Localgov Insights & Analytics Reports (6)

Sales tax is complex. Localgov makes it simple. Localgov's reports provides accountability and provides insights that helps you look down the road. Localgov is not just charts, graphs, and data. We staff full time analysts that are available that provide full customer service to help you understand the data and solve problems. Online reports through utilizing our Localgov platform will take the Village's sales and use tax data and organize it for simple analysis and meaningful insights including:

Flexible and customizable graphs:

- Historical data to get a better picture of revenue.
- Map data sets by business entity to analyze revenues.
- Identify your community's largest revenue contributors.
- Track revenue trends with customizable graphs and charts over months, quarters, and years.
- Summary tables with the ability that reveal five year history of business segments (like sporting good stores, car dealerships, etc.).

Robust reporting:

- Report Top 100 and specifically requested top listed groups with changes from prior year; Top 25 Reports; Top 10 Reports.
- Snapshots of sales and use tax metrics.
- Reports related to industry segment listings with changes from prior years including trends, variances, and other related metrics.
- Reports that measures and compares against other local and State data.
- Drill-down capabilities such as query on data for a report, and search and sort by SIC code.
- Area mapping reports that the Village predefined boundaries such as TIF Districts, streets, shopping centers, and other geographically defined areas within the Authority.
- Set up customizable groups such as restaurants, TIF districts, and special economic zones.

Action alerts enable you to:

- Immediately identify issues that need to be addressed right now.
- Be made aware of non-reporting businesses, revenue drops, and missing data sets.
- The ability to see new businesses added to the database when they are uploaded.

Never worry about security:

- Each Village approved employee will be provided secure unique passwords to access all reports. There is no limit on employees that may have access to reports.
- Cyber liability insurance coverage and NACHA and PCI compliance.
- Ensure data security with two-factor access authentication.

Specialized service:

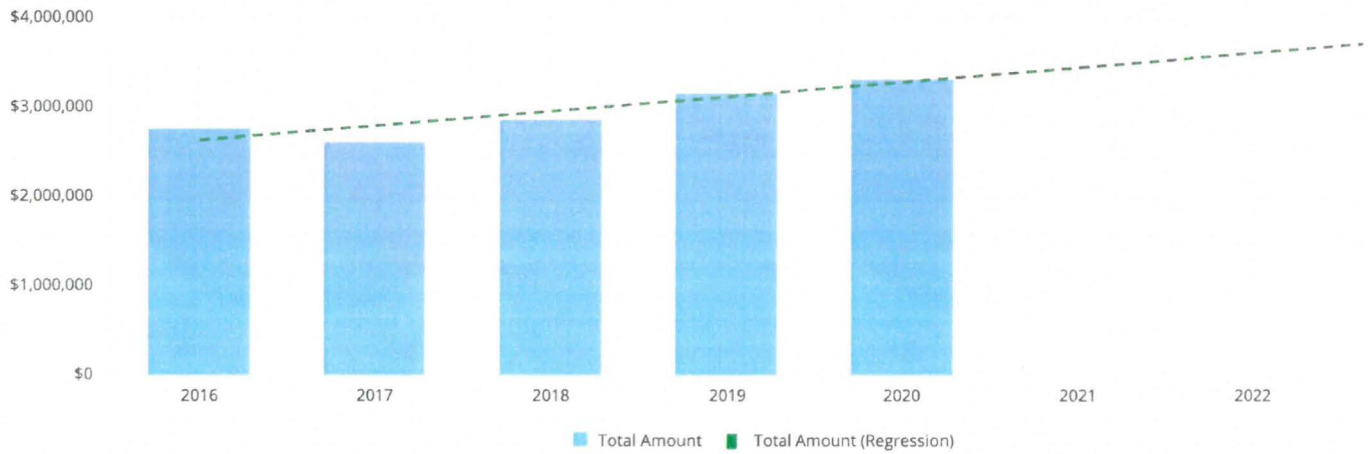
- Work directly with Village staff on specific recommendations on specialized analytical reports & other improvements. We will tailor data as needed for presentations, special projects, or to solve a development problem. Azavar works directly with each of our clients to enhance and customize reports and dashboards to meet specific needs of the entity at no additional costs. These changes are made on an ongoing basis with consultation throughout the contract term.

Azavar will provide the City with series of monthly reports, individually or aggregated in a package, as listed below:

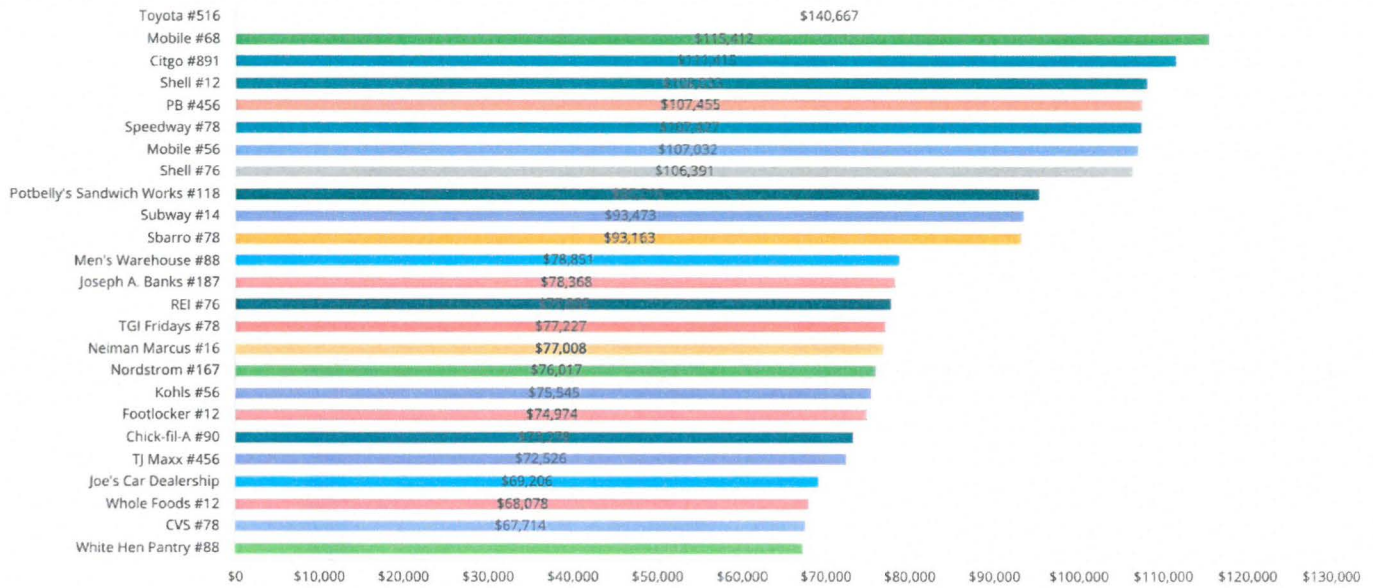
- **STS:** a snapshot summary of several East Dundee sales tax metrics
- **MSTG:** current and historical sales tax receipts and their change and trends
- **TOP 100:** Top 100 sales taxpayers in rank order with change from prior year
- **TOP 30:** Top 30 sales taxpayers in rank order with aggregated total and change from prior year
- **MVAR:** current month's sales tax collections variance contributor analysis
- **FYTDVAR:** fiscal year-to-date sales tax collections variance contributor analysis
- **STPD:** net sales tax payment detail and change from prior year
- **ISRD:** sales tax from industry segments rank and distribution
- **ISRC:** sales tax from industry segments ranked and change from prior year
- **1ST:** sales tax from top industry segments trends
- **STTG:** a graphical report of East Dundee's month and year-to-date sales tax collections change compared with selected jurisdictions in East Dundee's County

Screenshots of reports

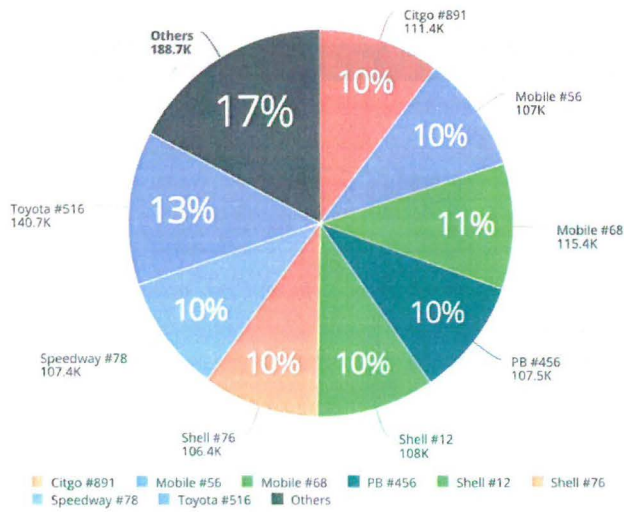
Trend for All Tax Revenues Year Over Year



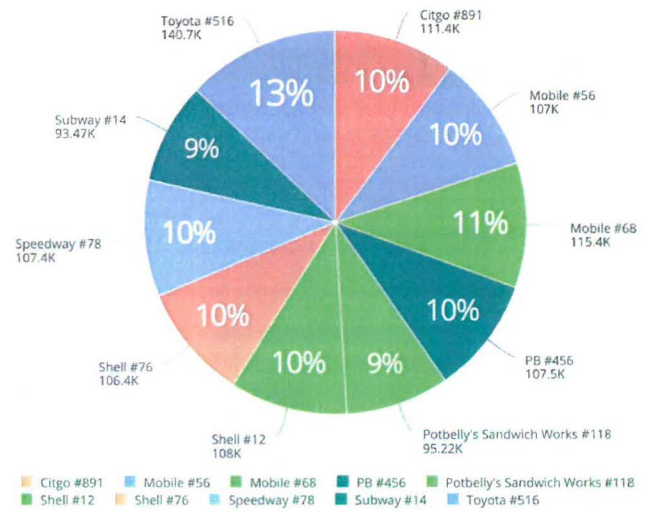
Top Tax Revenue Producers



Contribution of Top 10 to Revenue



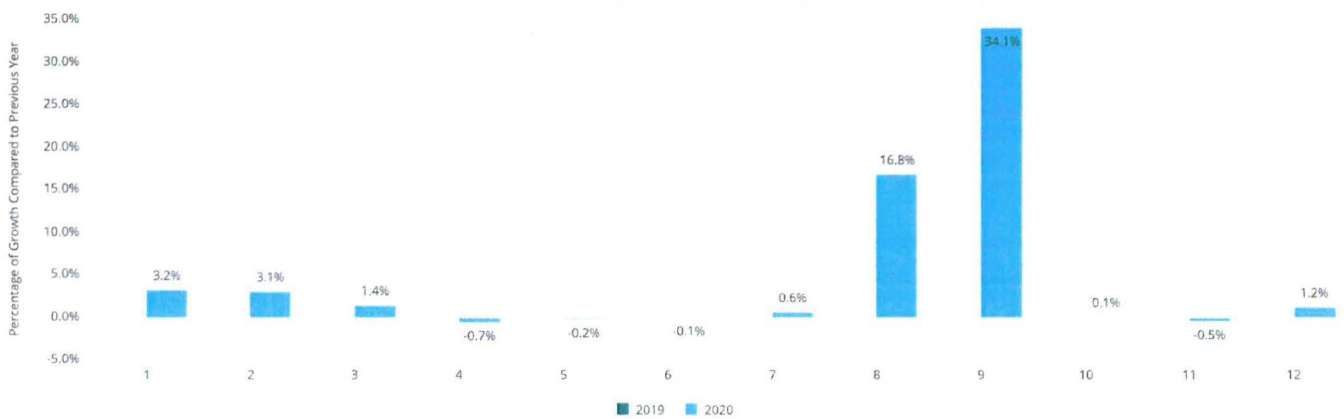
Top 10 Businesses



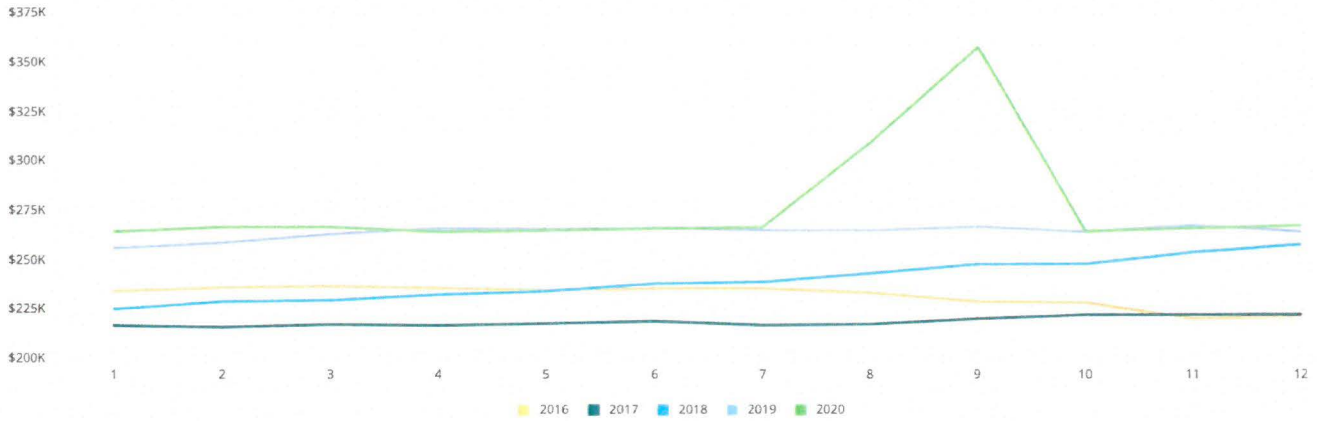
% Change From Past Month



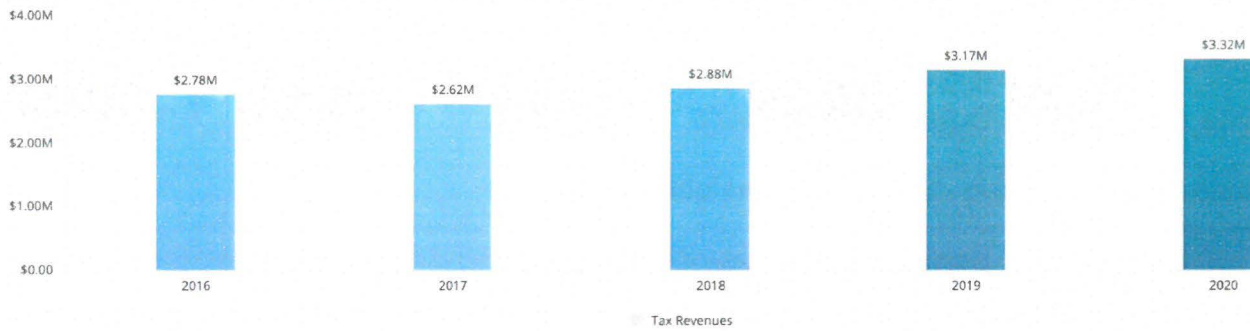
Year Over Year % Change By Month



Revenue Month Over Month By Year



Tax Revenues By Year



Tax Paid By Business Matrix

Account Number	Site #	DBA	Address1	Year	Total Amount							
					1	2	3	4	5	6	7	8
0006-0561	1	Tawnya's Gift Shop/Misc Retail	2692 Norway Maple Center	2020	\$1,386.8	\$1,568.62	\$1,653.72	\$1,420.94	\$1,571.64	\$1,361.6	\$1,517.92	\$
				2019	\$1,503.88	\$1,579.96	\$1,361.82	\$1,519.02	\$1,448.96	\$1,645.62	\$1,511	\$
				2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
				2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
				2016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0041-2680	1	Joe's Car Dealership	03562 Clemons Street	2020	\$1,949.65	\$2,122.94	\$2,032.7	\$2,014.38	\$2,009.34	\$2,030.76	\$1,935.42	\$
				2019	\$2,018.88	\$1,776.89	\$1,994.35	\$1,893.47	\$2,115.02	\$2,087.55	\$1,992.78	\$
				2018	\$1,914.86	\$1,925.88	\$1,818.77	\$1,778.39	\$1,741.33	\$1,786.98	\$1,747.44	\$
				2017	\$1,935.99	\$1,766.16	\$1,973.74	\$1,877.37	\$1,771.11	\$1,977.3	\$1,782.24	\$
				2016	\$2,100.47	\$1,936.98	\$1,834.21	\$1,750.04	\$1,857.67	\$1,899.37	\$1,772.42	\$
0112-0050	1	Devorah's Tobacco	929 Main Street	2020	\$1,834.48	\$1,848.2	\$2,128.3	\$1,943.86	\$2,211.16	\$1,835.44	\$1,802.76	\$
				2019	\$2,010.62	\$1,845.5	\$1,829.3	\$2,120.9	\$1,930.12	\$1,933.28	\$1,929.62	\$
				2018	\$1,712.38	\$1,586.62	\$1,595.22	\$1,549.96	\$1,577.84	\$1,632.32	\$1,570.8	\$
				2017	\$1,359.56	\$1,341.2	\$1,612.26	\$1,588.32	\$1,399.72	\$1,380.3	\$1,404.34	\$
				2016	\$1,664.72	\$1,989.42	\$1,676.46	\$1,939.7	\$1,780.66	\$1,986.58	\$1,964.92	\$
0141-1720	1	Yevette's Grocery Store	056 Melrose Center	2020	\$952.07	\$858.57	\$953.85	\$942.58	\$905.32	\$918.84	\$889.59	\$
				2019	\$884.97	\$899.21	\$982.97	\$876.89	\$859.7	\$948.64	\$977.57	
				2018	\$897.02	\$931.74	\$1,021.82	\$992.65	\$946.51	\$977.94	\$869.63	
				2017	\$933.96	\$881.09	\$934.83	\$937.89	\$994.57	\$1,009.12	\$860.75	
				2016	\$1,004.89	\$985.05	\$870.66	\$995.85	\$1,000.95	\$993.71	\$878.8	
0149-2445	1	Lucio's Grocery Store	25031 3rd Trail	2020	\$875.07	\$787.22	\$800.58	\$828.09	\$907.74	\$920.68	\$908.28	
				2019	\$743.36	\$862.56	\$798.15	\$834.29	\$871.76	\$789.67	\$747.77	
				2018	\$785.56	\$870.9	\$810.46	\$776.61	\$802.6	\$811.18	\$818.81	
				2017	\$802.94	\$786.9	\$858.91	\$864.14	\$751.84	\$781.67	\$917.16	
				2016	\$794.59	\$753.15	\$799.42	\$749.08	\$783.74	\$793.66	\$826.12	

« 1 2 3 4 5 6 7 »

Rows 1-25 (1140 Total)

Insights & Analytics Pricing Summary (11)

One-Time Fee

Solution	One-Time Fee
Onboarding One-time fee for comptroller authorization, account creation, historical data upload, and software training.	\$500.00

Annual Price

Insights & Analytics Subscription Tiers	Annual Price
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