

Invoice 1928

October 15, 2025

The Village of Homer Glen

14240 West 151st Street
Homer Glen, IL, 60491

Terms: Payment 30 days from receipt of invoice.

Agreement Date: November 1, 2025 - October 31, 2026

Service Agreement: *Organizational Workflow Study (Months 1-4),*

Job Description Update/Revision (Months 2-5), Comprehensive Plan (Months 6-12)

Service Fee: **\$50,000.00 (Invoice 1 of 1 for services)**

Payable to: Administrative Consulting Specialists, LLC 21 S
Evergreen Ave
Suite 200 #1054
Arlington Heights, IL 60005

FEIN# 43-2050614

Please contact us if you have any questions.

Thank you and we look forward to serving your Company!

Todd M. Kupsak

(847) 727-9771

info@administrativeconsultingspecialists.com

RIDER A

The Village of Homer Glen, (hereinafter referred to interchangeably as “Owner” or “Village”), and [Administrative Consulting Specialists, LLC], (hereinafter referred to interchangeably as “Company” or “Organization”), hereby acknowledge and agree that this RIDER A, is hereby incorporated into the attached Contract for Professional Services dated [November 1, 2025 to October 31, 2026], between the Village and Company, (hereinafter referred to as “Proposal”). The Village and Company shall be jointly referred to herein as “Parties,” or singularly as “Party.” The Parties acknowledge that this RIDER A, and the Proposal, shall constitute the full and complete understanding between the Parties, **and the Parties further agree that to whatever extent the terms and provisions of this RIDER A conflict with the terms and provisions of the attached Proposal, the terms and provisions of this RIDER A shall control.** The Parties understand and agree that this RIDER A and the Proposal constitute the full Agreement between the Parties, and is referred to hereinafter as the “Agreement”.

I. Insurance:

The Company agrees to procure and obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance, in the following types and amounts:

- a) Worker's Compensation and Employer's Liability with limits not less than:
 1. Worker's Compensation: Statutory;
 2. Employer's Liability;
 3. \$1,000,000 injury-per occurrence
 4. Such insurance must evidence that coverage applies in the State of Illinois.

- b) Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident.

c) Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:

1. Each Occurrence: \$ 2,000,000
2. General Aggregate: \$2,000,000
3. Products and completed operations:
General Aggregate: \$2,000,000

d) Rating. 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 such 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 such loss. This policy must apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Homer Glen. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior history. Company agrees to name the Village of Homer Glen, its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, as additional insureds on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. Company agrees to provide insurance with an endorsement naming the Village of Homer Glen and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys as additional insureds. Company agrees that all insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Village.

e) Professional Liability –

1. Each Claim Made \$ 1,000,000
2. Annual Aggregate \$ 2,000,000

f) Other Insurance Provisions:

The general liability and auto insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the above as additional insureds, on a primary,

noncontributory basis, must be submitted with the Certificate(s) of Insurance.

2. For any claims related to this Agreement, the insurance coverage must be primary insurance coverage at least as broad as ISO CG 20 01 04 13, as it relates to the additional insureds. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and attorneys, must be in excess of the Company's insurance, and not contributory with or to the Company's insurance. Company must procure and maintain for the duration of the Agreement, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Company, its agents, authorized contractors, vendors, representatives, employees, and any sub-Companies.

3. The insurance shall contain no special limitation on the scope of protection afforded the Village, and shall contain a "contractual liability" clause.

4. Insurance coverage shall waive all rights of subrogation against the Village.

II. Indemnification:

To the maximum extent permissible by law, Organization shall protect, defend, indemnify and hold harmless the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, (hereinafter referred to collectively as "Indemnitees"), from and against any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including but not limited to all litigation expenses, court costs, expert fees, and attorneys' fees, ("hereinafter collectively referred to as Claims") for any injury to or death of any person, and any loss of or damage to any property that: (1) is caused, in whole or part by (i) the Organization, (ii) any sub-Organization, (iii) Organization's contractor or subcontractor; or (iv) any third-party; and/or (2) caused in part by the Village and any of the other Indemnitees. Nothing herein shall be construed as to require Organization to indemnify the Indemnitees from any and all claims, damages, losses or expenses caused by the Indemnitees' sole negligence. The Organization's obligations to protect, defend, indemnify and hold harmless shall not be construed to negate, abridge, or otherwise reduce any other right or obligations that the Organization may have to protect, defend, indemnify, and hold harmless, which would otherwise exist as to any party or person described in this Paragraph.

The Organization shall also protect, defend, indemnify, and hold harmless the

Indemnitees from any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including but not limited to all litigation expenses, court costs, expert fees, and attorneys' fees, incurred by the Village or any of the Other Indemnitees, by reason of Company's breach of any of its obligations under, or Company's default of any provision of this Agreement.

III. Miscellaneous Terms & Provisions:

- a) If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
- b) The Parties to this Agreement agree and acknowledge that the terms and provisions herein shall not be construed against either Party, as the drafter or primary drafter of this Agreement.
- c) Company has not relied on any oral statements that are not included in this Agreement. This Agreement supersedes all prior agreements and understandings concerning the subject matter of this Agreement.
- d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court of Will County, Illinois. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, said court in any such legal action or proceeding.
- e) This Agreement may be executed in counterparts. Electronically executed copies are deemed to be the equivalent of physically signed originals. However, no signature shall be binding upon any one Party, unless all of the signatures to this Settlement and Agreement are duly executed by all Parties.

Agreed and Acknowledged by the Parties:

Todd Kupsak

**Administrative Consulting Specialists,
President or Owner**

By: Todd Kupsak

Signature

Date: 10/15/2025

Joseph D. Baber

Village of Homer Glen,
Village President or Village Manager

By:

Joseph D. Baber

Signature

Date: 10/8/25

Village of Homer Glen

14240 W 151st St.

Homer Glen, IL 60491

A.C.S. Service Contract

▪ **Contract Description**

For a period of 12 months from the date of the execution of this contract, Administrative Consulting Specialists (A.C.S.) will provide research, proposal development, and the presentation of three (3) administrative projects (as determined by Homer Glen), to be completed during the timeframe of the signed contract.

Selected Projects - Organizational Workflow Study, Job Description Update/Revision & Comprehensive Plan.

Your consultant(s) will have at least 10 years of administrative experience and be available to you throughout the year. All administrative work we prepare is property of the village and remain with you after our contract is over.

The annual service fee due for this contract is \$50,000.00.

This Contract may be terminated with 30 days' notice by the Homer Glen to A.C.S. If this Contract is cancelled by the client, then the village shall be entitled to a pro rata refund of the annual service fee based on the length of the annual period that remains after the effective date of the cancellation. In the event that there is a breach of this agreement, or payment is not made timely and collection actions are necessary, A.C.S. will be entitled to recover all costs of litigation, including attorneys' fees and court costs.

Contract period – 11/01/2025 to 10/31/2026

Payments on all financial commitments will be received within 30 days of the signed contract.

This Contract was executed this 15th day of, October 2025

Signature: Todd Kapsak

Administrative Consulting Specialists, LLC

Signature: Joseph D. Baker

Title: Village Manager

Attest: Jana Mancetta