



September 25, 2025  
Village of Homer Glen  
14240 West 151st Street  
Homer Glen, IL 60491

## **Re: Professional Communications Services Proposal**

Dear Village Leadership,

ClariFi Digital is pleased to present this proposal to provide comprehensive communications support to the Village of Homer Glen. Our goal is to ensure clear, consistent, and proactive messaging that builds trust, engages residents, and strengthens the Village's connection with the community.

### **Scope of Services**

- Public Relations & Messaging: Draft and distribute press releases, op-eds, newsletters, and talking points that effectively communicate Village priorities and initiatives.
- Media Relations: Serve as a liaison with local and regional media, manage interview requests, prepare statements, and ensure consistent public messaging.
- Digital & Social Media Strategy: Create and manage content for the Village's website, social platforms, and hyperlocal outlets to ensure timely, engaging communication.
- Video & Creative Production: Produce high-quality video content to support announcements, updates, and campaigns. Depending on production needs, additional costs may apply; no work will be undertaken without prior client approval.
- Direct Outreach: Utilize digital advertising, targeted campaigns, and texting programs to reach residents directly and efficiently.
- Crisis Communications: Establish and implement protocols for urgent communication needs, ensuring rapid and coordinated responses.
- Strategic Planning: Collaborate with Village leadership to develop both short- and long-term communication strategies, including surveys and feedback tools to inform messaging.



### Fee Structure

ClariFi Digital will provide these services for a monthly retainer of \$5,000, which includes staff time, strategy development, content creation, media coordination, and digital support.

We are committed to being a strong communications partner for the Village of Homer Glen. Please feel free to contact me with any questions or to discuss next steps.

Sincerely,

Dennis Cook

ClariFi Digital

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into on this 26 day of October 2025, by and between the Village of Homer Glen, an Illinois Municipal Corporation (the "Village") and Clarifi Digital, LLC (the "Consultant").

WHEREAS, the Village wishes to obtain the benefits of Consultant's experience and expertise in professional communications and messaging services; and

WHEREAS, the Village wishes to engage Consultant to provide professional consulting services with the overall objectives and goals to assist the Village with public relations and messaging to its residents and the general public, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each Party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Consultant agree as follows:

1. **Consulting Services/Scope.**

- a. The Village hereby engages Consultant as a consultant to the Village, and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement.
- b. During the Term (as hereinafter defined) of this Agreement, Consultant shall provide professional communications and messaging services which, at a minimum, shall include the scope of services set forth in Exhibit A.

2. **Term.** The term of this Agreement shall be for 30 days, beginning upon the execution of this Agreement by both Parties, at which time the Consultant shall commence its duties and obligations under this Agreement, and provide professional communications and messaging services as described in Exhibit A, with the overall goal to assist the Village with public relations and messaging to its residents and the general public. The Parties acknowledge that this Agreement will terminate on the 30<sup>th</sup> day after the complete execution of this Agreement, unless otherwise terminated in accordance with Paragraph 6 herein.

3. **Compensation.** In consideration for all services to be performed by the Consultant, or any co-consultant, sub-consultant, expert, or assistant(s), that the Consultant may require, that relate to this Agreement, the Village agrees to solely pay Consultant Five Thousand Dollars (\$5,000.00), (hereinafter referred to as "Monthly Consultancy Payment"), for the 30-day duration of this Agreement, unless terminated prior to the expiration of this Agreement pursuant to Section 6 herein. Said Monthly Consultancy Payment shall be paid to Consultant within 7 business days after the complete execution of this Agreement.

4. **Payment of Taxes.** Consultant shall be responsible for the payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any applicable Social Security (FICA) and/or self-employment taxes. The Village will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
5. **Expenses.** The Consultant is the sole Party responsible to pay all costs and expenses that the Consultant incurs in the performance of its duties under this Agreement, and any and all fees and remuneration to any co-consultant, sub-consultant, expert, or assistant(s) that the Consultant requires.
6. **Termination of Agreement.**
  - (1) **Termination for Cause.** In addition to all other remedies available to the Village at law or in equity, the Village may elect to terminate this Agreement if Consultant; (A) commits any dishonest, fraudulent or grossly negligent act in its capacity as a consultant to the Village, (B) in bad faith acts in a manner materially inconsistent with the best interests of the Village; or (C) otherwise breaches this Agreement, and Consultant does not cure such breach to the sole satisfaction of the Village within ten (10) days of receipt of such written notice.
  - (2) **30 days:** The term of this Agreement shall commence upon the execution of this Agreement by both Parties, and shall expire on the 30<sup>th</sup> day after commencement. It is understood by the Parties that this 30-day Agreement is a trial period, and no promises, guarantees, or assurances have been made by either Party regarding any future extensions to the 30-day term, or any renewal, modification, or amendments to this Agreement in the future.
7. **Incapacity.** If Consultant is unable to perform its duties and responsibilities hereunder on a full-time basis for more than ten (10) days during the period of the Consulting Agreement, the Village shall have the right to terminate this Agreement.
8. **Independent Contractor.** It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of the Village, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner or joint venture of the Village, and the Village shall not exercise any control or supervision with respect to Consultant's services, except to the extent that the Village may provide specifications, descriptions, time schedules and goals for projects and exercise the right to evaluate Consultant's work product provided under this Agreement.
9. **Non-Disclosure.** Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of the Village. Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the Village:
  - (1) disclose, directly or indirectly, any confidential information to anyone

outside the employ of the Village, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement (and in which case the necessity or appropriateness shall be identified in advance to the Village Attorney for ratification thereof); or

(2) use, directly or indirectly, any confidential information for the benefit of anyone other than the Village.

10. **Indemnification.** Consultant shall indemnify the Village from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.
11. **Notices.** All Notices shall be given to the parties at the addresses set forth below, unless otherwise directed in writing. All payments by the Village shall be made to Consultant at Consultant's address set forth below unless otherwise directed in writing.

All notices, requests, consents and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested.

To Village: Village Manager  
14240 W. 151<sup>st</sup> Street  
Homer Glen, Illinois 60491  
E-mail: jbaber@homerglenil.org

With Copy To: Michael Pasquinelli, Village Attorney  
Peterson, Johnson & Murray, LLC  
1301 W. 151<sup>st</sup> Street, Suite 500  
Oak Brook, Illinois 60523  
E-mail: mpasquinelli@pjmlaw.com

To Consultant: Clarifi Digital, LLC  
Att: Dennis Cook  
600 Enterprise Dr., Suite 111B  
Oak Brook, Illinois 60523  
E-mail: DCook@clarifidigital.com

12. **Assignability.** Neither Party shall assign any of its rights or obligations under this Agreement to any other person or entity, without the prior written consent of the non-assigning Party. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns.

13. **Miscellaneous.**

- a. This Agreement inclusive of Exhibit A attached hereto, constitutes the entire

understanding and agreement between the Consultant and the Village with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the Parties in their entirety, and may not be modified or amended in any way except in writing by both Parties to this Agreement. All covenants, promises and agreements set forth in the Agreement shall be binding, and apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

- b. The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.
- c. If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable. None of the provisions herein, shall be construed against any one Party as the drafter or primary drafter of this Agreement.
- d. Any Party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that Party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is in writing.
- e. 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.
- f. 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.
- g. The headings contained in this Agreement are for convenience and for referencing purposes only, and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

**CONSULTANT:**

Clarifi Digital, LLC



Dennis Cook

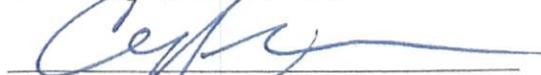
Title: President

\_\_\_\_\_  
Matthew Salts

Title: \_\_\_\_\_

**VILLAGE:**

The Village of Homer Glen

  
Christina Neitzke-Troiike, Village President

  
Joseph Baber, Village Manager