



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

January 18, 2023

President
Frank DeSimone

Board of Trustees
Rosa Carmona
Ann Franz
Marie T. Frey
McLane Lomax
Nicholas Pancola Jr.
Armando Perez

Village Clerk
Nancy Dunn

Village Manager
Evan K. Summers

Mr. Chris McCullough
829 Brentwood Drive
Bensenville, Illinois 60106

Re: January 11, 2023 FOIA Request

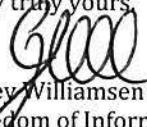
Dear Mr. McCullough:

I am pleased to help you with your January 11, 2023 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on January 11, 2023. You requested copies of the items indicated below:

"Any and all contracts and/or agreements between the Village of Bensenville and Westbrook Strategic Consultants and/or Jay Dalicandro. Any and all invoices submitted to the Village of Bensenville from Westbrook Strategic Consultants and/or Jay Dalicandro between 1/1/22 and 12/31/22. The date on which services began with Westbrook Strategic Consultants and/or Jay Dalicandro."

Your FOIA Request is hereby granted in full with the enclosed documents. No redaction have been made.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

RESOLUTION NO. R-124-2015

**A RESOLUTION APPROVING THE EXECUTION OF A CONSULTING
AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND
WESTBROOK STRATEGIC CONSULTANTS, INC. FOR CONSULTING
SERVICES**

WHEREAS, the Village of Bensenville (hereinafter referred to as the "Village") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, pursuant to said statute, the Village is empowered to provide for the carrying out of its purposes thereunder, including the hiring of such permanent and temporary employees as are necessary and convenient for such; and

WHEREAS, the Village has recently undergone a change in the Administrative staffing resulting from the resignation of the Village Manager, Assistant Village Manager and the Finance Director, all of whom left the Village to pursue other opportunities; and

WHEREAS, the Village has appointed an Interim Village Manager, Interim Assistant Village Manager and a new Finance Director in light of the recent resignations; and

WHEREAS, said change in the Administrative staffing has resulted in the necessity to utilize the services of an independent consultant to assist the Interim Village Manager in performing some of the functions of the Administrative staff; and

WHEREAS, Westbrook Strategic Consultants, Inc. (hereinafter referred to as "WSC") is an Illinois Corporation with personnel versed in village and municipal operations; and

WHEREAS, The Village desires to retain WSC to provide independent consulting services to the Village under terms and conditions mutually agreed upon; and

WHEREAS, the Village President and Board of Trustees has found that WSC Consulting possesses the requirements and professional qualifications to serve as an independent consultant on behalf of the Village; and

WHEREAS, the Village President and Board of Trustees desire to contract with WSC for a term commencing November 16, 2015, through December 31, 2015, and thereafter on a month-to-month basis until such time as either Party terminates said agreement; and

WHEREAS, WSC is willing to serve in the capacity as an independent contractor on behalf of the Village; and

WHEREAS, the terms and conditions of said Contract with WSC are set forth in the Consulting Agreement, attached hereto and incorporated herein by reference as Exhibit "A;" and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to approve the Agreement with WSC as set forth in Exhibit "A."

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

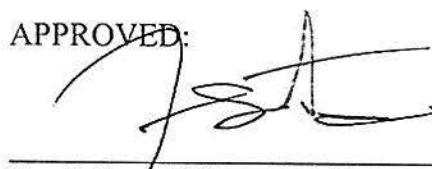
SECTION 1. The recitals set above are incorporated herein and made a part hereof.

SECTION 2. The Village President, on behalf of the Village, is authorized to execute, and the Village Clerk is authorized to attest to said signature, the Consulting Agreement in the form attached hereto as Exhibit "A."

SECTION 3. This Resolution shall take effect immediately upon its passage and approval as provided by law.

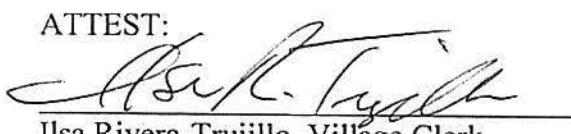
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 10th day of November, 2015.

APPROVED:



Frank Soto, Village President

ATTEST:



Ilsa Rivera-Trujillo, Village Clerk

Ayes: DeSimone, Jaworska, Carmona, Janowiak, O'Connell

Nays: None

Absent: Wesseler

**Village of Bensenville/ Westbrook Strategic Consultants, Inc.,
Consulting Agreement**

This Consulting Agreement is entered into and effective on the 10th day of November, 2015, by and between the Village of Bensenville ("VILLAGE") and Westbrook Strategic Consultants, Inc., ("WSC"), and collectively referred to as the ("PARTIES") to memorialize all agreements and understandings reached between the PARTIES regarding WSC'S consulting contract with the VILLAGE.

RECITALS

WHEREAS, the VILLAGE desires to contract with WSC to provide independent consulting services to the VILLAGE, commencing on November 16, 2015; and

WHEREAS, WSC is an Illinois Corporation licensed in the State of Illinois; and

WHEREAS, the VILLAGE desires to retain WSC to provide independent consulting services to the VILLAGE, under terms and conditions mutually agreed upon; and

WHEREAS, the WSC personnel assigned to the VILLAGE will independently perform the duties and responsibilities more fully provided for herein; and

WHEREAS, the PARTIES acknowledge that they mutually desire to enter into an agreement between the VILLAGE and WSC for independent consulting services; and

WHEREAS, the VILLAGE and WSC desire to memorialize all matters between them concerning WSC'S agreement to provide independent consulting services to the VILLAGE; and

WHEREAS, the PARTIES have determined that it is in the best interest for WSC and the VILLAGE to memorialize their contractual relationship in accordance with the terms and conditions set forth herein.

REPRESENTATIONS

The provision of consulting services is one which is best served through an independent contractor arrangement. The PARTIES acknowledge that there have been no representations, promises, agreements, explicitly or implied, to WSC with the VILLAGE, except as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the PARTIES agree as follows:

1. **Agreement:** The VILLAGE agrees to enter into an independent contract with WSC and WSC hereby accepts the contractual responsibilities, upon the terms and conditions hereinafter set forth.

2. Term: The term of this Agreement shall begin on November 16, 2015, and continue for an initial period of six (6) weeks, ending December 31, 2015, unless terminated sooner by either PARTY, as provided for herein. This Agreement will automatically renew for a monthly term every month thereafter, unless notice is given at least thirty (30) days prior to the expiration of the term, for a period of one (1) additional month, upon the same terms and conditions as set forth herein.
3. Compensation: For the independent consulting services rendered by WSC, the VILLAGE shall pay WSC a fee of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) per month.
4. Independent Contractor: WSC will act as an independent contractor in the performance of the consultant's duties under this Agreement and nothing herein shall be construed to create the relationship of employer and employee between WSC or any of its officers or employees and VILLAGE. Nothing in this Agreement is intended or to be construed to create an agency, employment or joint venture relationship, or any other relationship that would allow the VILLAGE to exercise control or direction over the manner or method by which WSC provides its services hereunder. WSC and WSC's officers and employees shall have no authority, executive or otherwise, to contractually or otherwise bind the VILLAGE, or to determine the affairs of the VILLAGE, and shall not participate as employees in any plan or program maintained by VILLAGE for the benefit of its employees. Accordingly, WSC shall be responsible for payment of all taxes including Federal, State and local taxes arising out of WSC's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

At all times other than those during which WSC is performing services under this Agreement, WSC and its officers and employees have the full opportunity to engage in other business pursuits.

5. Duties: WSC shall serve as an independent consultant to the VILLAGE. WSC shall assign a consultant of WSC to perform said services for the VILLAGE. The WSC consultant shall perform the duties necessary to assist the Village Manager, which shall include, but not be limited to, providing consulting related to Village activities, the preparation and administration of the Annual Budget, economic development, public works projects, financial matters and other related duties, as assigned by the Village Manager. WSC shall not have the authority to hire, promote or terminate any employee and, as stated above, WSC shall have no authority, executive or otherwise, to contractually or otherwise bind the VILLAGE, or to determine the affairs of the VILLAGE. The WSC Consultant assigned to the VILLAGE shall also assist, as requested, in the preparation of recommendations for presentation to the appropriate Committee or directly to the Board of Trustees as the case may be, for any action sought to be taken which requires Board action and/or input.

6. Scope of Services: The services provided to the VILLAGE by WSC shall be on an as-needed basis. There is no guarantee regarding the number of hours of work per week that may be necessary.
7. Confidentiality: Any and all WSC Consultants assigned to the VILLAGE shall maintain all "confidential information" obtained in connection with the services provided hereunder. "Confidential information" shall mean any and all development information, financial information, ideas, research, financial projections, business plans and any and all other information obtained exclusively through the services rendered under this Agreement on behalf of the VILLAGE. Said confidentiality obligations under this Agreement do not extend to information that is publicly known at the time of disclosure or subsequently becomes disclosed through no fault of the WSC Consultant or information learned by, or disclosed to, the WSC Consultant through means other than the services rendered on behalf of the Village. However, any such information may be publicly released in response to any lawful subpoena, order or command of any Court or other Adjudicative or Administrative Tribunal or as required to comply with any and all disclosure laws. A breach of this provision shall constitute a breach of the Agreement.
8. Termination: The VILLAGE may terminate this Agreement at any time the Board of Trustees determines that the services of WSC are no longer of benefit to the VILLAGE. The VILLAGE shall afford WSC at least thirty (30) day notice of the decision to terminate the Agreement. In the event this Agreement is terminated by the VILLAGE, the VILLAGE shall nevertheless be liable to WSC for the payment of any payments due under this Agreement to WSC up to the date of termination of the Agreement. WSC may terminate this Agreement upon thirty (30) days written notice to the VILLAGE. In such event, WSC shall continue to render said services, and shall be paid for services rendered, up to the date of termination.
9. Indemnification: To the fullest extent permitted by law, the VILLAGE agrees to defend, indemnify, and hold harmless WSC, its officers, agents and employees, from and against any and all injuries, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including, but not, limited to, attorneys' fees, which may accrue against WSC, its officers, agents and employees, and which may arise, in whole or in part, directly or indirectly, or otherwise in consequence of, the performance of the services provided by WSC, his agents or employees, under this Agreement. In addition, the VILLAGE specifically agrees to defend, indemnify, and hold harmless WSC, its officers, agents and employees for any costs or losses, including but not limited to attorneys' fees, in an amount of up to Fifteen Thousand Dollars (\$15,000.00), associated with or resulting from any action related to or in defense of any pension or retirement benefit attributable to any WSC officer or employee, assigned to the Village.

10. Notices: Any notice required under this Agreement shall be sufficient if in writing, and if sent by hand delivery or registered mail to 2585 Camberley Circle, Westchester, IL 60154 in the case of WSC, or to the Principal Office in the case of the VILLAGE, at Village Hall, 12 S. Center Street, Bensenville, IL 60106.
11. Waiver of Breach: The waiver by either PARTY hereto to enforce a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
12. Entire Agreement: This instrument contains the entire Agreement of the PARTIES. It may not be changed orally, but only by an agreement in writing signed by the Party against whom enforcement of any change, modification, extension or discharge is sought.
13. Dispute Resolution: This Agreement shall be governed by the laws of the State of Illinois. The PARTIES agree and stipulate that any disputes arising under this Agreement shall be resolved in the venue of the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois. In the event either PARTY is required to resort to a judicial resolution, the prevailing PARTY shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with said enforcement.
14. Certifications:
 - A. WSC hereby certifies, represents and warrants to the VILLAGE as a condition of any Agreement with the VILLAGE, that it is:
 - (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - (c) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.
 - B. During the performance of this Agreement, WSC agrees that WSC will not discriminate against any employee because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service or any other protected class.
 - C. No officer or employee of the VILLAGE has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from

WSC in violation of the VILLAGE'S Ethics Ordinance.

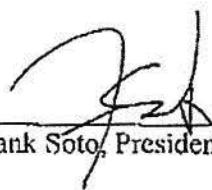
D. WSC has not given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the VILLAGE'S Ethics Ordinance.

The PARTIES acknowledge that this Agreement reflects the entire agreement between the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement this 10th day of November, 2015. The execution and delivery hereof by VILLAGE is taken pursuant to and in accordance with the action of its Board of Trustees taken at a duly convened Board Meeting thereof on the 10th day of November, 2015.

VILLAGE OF BENSENVILLE

AGREED:



Frank Soto, President

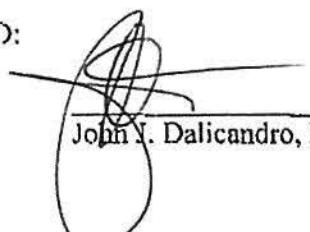
ATTEST:



Ilsa Rivera-Trujillo, Village Clerk

WESTBROOK STRATEGIC CONSULTANTS, INC.

AGREED:



John I. Dalicandro, President



Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

January 03, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

Invoice Number: 201

RE: Consulting

Scope of Services to be performed in January 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

February 01, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

Invoice Number: 203

RE: Consulting

Scope of Services to be performed in February 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

March 01, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

Invoice Number: 205

RE: Consulting

Scope of Services to be performed in March 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

March 30, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

Invoice Number: 206

RE: Consulting

Scope of Services to be performed in April 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

May 01, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

Invoice Number: 209

RE: Consulting

Scope of Services to be performed in May 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

June 01, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

Invoice Number: 212

RE: Consulting

Scope of Services to be performed in June 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

July 05, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

Invoice Number: 215

Scope of Services to be performed in July 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

August 01, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

Invoice Number: 218

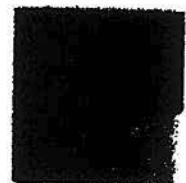
Scope of Services to be performed in August 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this invoice	3,750.00
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Invoice Number: 218

Page 1 of 1



Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

September 01, 2022

Invoice Number: 221

Scope of Services to be performed in September 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

October 01, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

Invoice Number: 224

Scope of Services to be performed in October 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

October 31, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant Invoice

Invoice Number: 227

Scope of Services to be performed in November 2022. The Village of Bensenville (hereafter the "Village") contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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Westbrook Strategic Consultants
2585 Camberley Circle
Westchester, IL 60154

November 30, 2022

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Consultant invoice

Invoice Number: 230

Scope of Services to be performed in December 2022. The Village of Bensenville (hereafter the 'Village') contracted with Westbrook Strategic Consultants to provide independent consulting services to the Village. The Consultant provides the Village of Bensenville with these consulting services and advisory services (hereafter the "Services"), as requested by Village. In consideration for the performance of the services requested Village shall compensate Consultant \$3,750.

Fixed Fee Amount	3,750.00
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Total for this Invoice	3,750.00
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