

Resolution No R-24-2016

**A RESOLUTION APPROVING AN AGREEMENT WITH  
THE RORY GROUP, LLC FOR ITS CONSULTING SERVICES IN CONNECTON  
WITH INTERGOVERNMENTAL RELATIONS**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE, pursuant to 65 ILCS 5/2-2-12, is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various services required by the VILLAGE; and

WHEREAS, the VILLAGE desires to enter into an agreement with the Rory Group, LLC (hereinafter the "RORY GROUP") for consulting services in connection with the proposed expansion of the O'Hare Airport and for advisory services in connection with fostering cooperative intergovernmental relations with other municipalities and the State of Illinois; and

WHEREAS, the VILLAGE will benefit from the consulting and advisory services rendered by the RORY GROUP in that said services will enable the VILLAGE to implement a long-range development plan and to establish long-term cooperative relationships with municipalities and the State of Illinois; and

WHEREAS, for the aforesaid reasons, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a consulting agreement with the RORY GROUP for consulting services in connection with advisory services in connection with intergovernmental relations (hereinafter the "AGREEMENT"), which AGREEMENT is

attached hereto as Exhibit "A" and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, as follows:

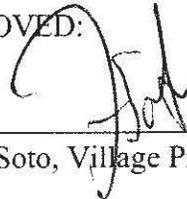
SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the AGREEMENT attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: 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 26th day of January, 2016.

APPROVED:



\_\_\_\_\_  
Frank Soto, Village President

Attest:



\_\_\_\_\_  
Ilsa Rivera-Trujillo, Village Clerk

Ayes: Janowiak, O'Connell, Wessler, President Soto

Nays: Carmona, DeSimone, Jaworska

Absent: None

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** ("Agreement") is made and entered into by and between The Rory Group, LLC, an Illinois Limited Liability Company (the "Consultant") and The Village of Bensenville, Illinois (the "Village") as of the 26th day of January 2016.

**WHEREAS**, the Village wishes to obtain the benefits of Consultant's experience and know-how in connection with the Village's desire to prosper from the enhancement and expansion of relations with other municipalities and the State of Illinois. Village agrees to engage Consultant to render consulting and advisory services to the Village on 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.**

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. During the term of this Agreement, Consultant shall: (1) advise and assist the Village on matters of governmental and other public sector relations and contracts; (2) economic re-development and (3) perform such other additional services as may be assigned to Consultant from time to time by the Village, including but not limited to; general consulting activities, market place and general economic expansion and disadvantaged and minority business enterprise advisement.

b. In performance of its duties under this Agreement, Consultant shall report and be responsible only to the Village Manager, the President of the Village and/or the Village attorney or other designated representative, who shall be responsible for monitoring Consultant's work under this Agreement.

c. In the performance of its duties under this Agreement, Consultant agrees that it will not:

(1) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of, the Village, or otherwise bind the Village, without the prior written consent of the President and/or the Village attorney or other designated representative;

(2) engage in any conduct, or cause the Village to engage in any conduct, which would result in the Village's breach or violation of any agreement, law, ordinance, or regulation;

(3) Consultant is free to perform work on behalf of entities other than the Village, to the extent such work does not interfere with the contractual obligations hereunder.

**2. Term.** The term of Consultant's retention and engagement under this Agreement shall begin on February 1, 2016 and shall end on April 30, 2017.

3. **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, the Village agrees to pay Consultant a total fee of One Hundred Twenty Thousand Dollars (\$120,000.00) over a period of one year. This total fee is to be paid on a monthly basis in twelve equal payments of Ten Thousand Dollars (\$10,000.00) due by the 5<sup>th</sup> day of each month.
4. **Payment of Taxes.** Consultant shall be responsible for 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.
5. **Expenses.** The Village shall be responsible for all reasonable out-of-pocket expenses that the Consultant incurs in performance of his duties under this Agreement, such expenses are to be approved by the Village Manager. Village reserves the right to review all expenses incurred by the Consultant on the Village's behalf.
6. **Termination of Agreement.** Either Party may elect to terminate this Agreement upon the occurrence of any of the following:
  - (1) A written agreement, signed by Consultant and the President and/or the Village attorney or other designated representative of the Village, agreeing to terminate this Agreement;
  - (2) If Consultant; (A) is unwilling to perform his duties or obligations pursuant to this Agreement or otherwise violates this Agreement, (B) commits any dishonest, fraudulent or grossly negligent act in his capacity as a consultant to the Village, or (C) in bad faith acts in a manner materially inconsistent with the best interests of the Village;
  - (3) If Consultant fails to perform as mutually agreed herein and Village outlines, in written notice, consultant's nonperformance as being a specific cause for termination of the Agreement and Consultant does not cure such failure or nonperformance within ten (10) days of receipt of such written notice.
7. **Incapacity.** If Consultant is unable to perform its duties and responsibilities hereunder for more than thirty (30) days during the period of the Consulting Agreement, Village shall have the right to terminate the Agreement, with a ten (10) day written notice.
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 his 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. **Notice.**

Village: The Village of Bensenville  
Attn: Frank Kosman, Interim Village Manager  
12 S. Center Street  
Bensenville, IL 60106  
Facsimile: 630-594-1105

Copy: Bond, Dickson & Associates PC  
Attn: Patrick K. Bond, Esq.  
301 S. County Farm Road, Suite E  
Wheaton, IL 60187  
Facsimile 630-681-1020

Consultant: Rory Group, LLC  
Attn: Mike Brown  
212 W. Washington  
Suite 1904  
Chicago, IL 60606

Copy: Thomas R. Raines Attorney at Law, LLC  
815 W. Van Buren Street, Suite 204  
Chicago, IL 60607  
Facsimile: 312-226-1164

10. **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 consent of the Village President and/or the Village attorney or other designated representative 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; or

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

11. **Miscellaneous.**

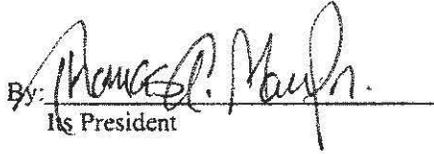
a. This Agreement constitutes the entire agreement of Consultant and the Village with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety, and may not be modified or amended in any way except in writing by the parties to this Agreement.

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.

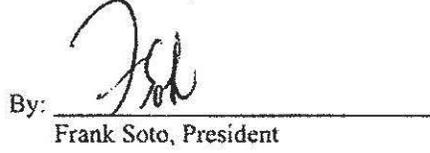
d. Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is in writing.

THE RORY GROUP, LLC

By:   
Its President

Date: January 26, 2016

THE VILLAGE OF BENSENVILLE

By:   
Frank Soto, President

Date: January 26, 2016