

**Resolution of the County Board
of
Kankakee County, Illinois**

RE: AUTHORIZING THE COUNTY BOARD CHAIRMAN TO SIGN AN AGREEMENT WITH JDB CONSULTING SERVICES, INC. FOR SOLID WASTE PROJECTS

WHEREAS, the Planning, Zoning, and Agriculture Committee at its May 29, 2013, meeting discussed the solid waste plan and determined that a strategic plan needs to be updated and developed; and,

WHEREAS, the County will need to identify and effectuate any updates necessary to manage and evaluate prospective projects and assist in evaluating proposals and negotiate any agreements in relation to solid waste projects, including but not limited to landfills; and,

WHEREAS, the County is in need of advisory services and assistance in analyzing and evaluating the business operations and financial position of the County as it relates to the solid waste projects/issues; and,

WHEREAS, the Planning, Zoning, and Agriculture Committee at its regularly scheduled meeting of May 29, 2013, after discussion, review and consideration recommends hiring JDB Consulting Services, Inc., an Illinois Corporation, to advise and coordinate updates for solid waste projects; and,


WHEREAS, the fee charged by JDB Services, Inc. is \$20,000 a month with half or \$10,000 due on an ongoing basis on the first of the month and the remainder would be due when an application for a host agreement is received; and,

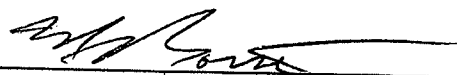
WHEREAS, the agreement shall commence on the effective date and shall remain in effect until terminated by either party, with or without cause, by no less than sixty (60) days written notice to the other party. (Exhibit A)

NOW, THEREFORE, BE IT RESOLVED by the Kankakee County Board that the County Board Chairman or his designee after review, consideration, and discussion is hereby authorized to sign the agreement with JDB Consulting Services, Inc. to assist the County in developing and effectuating solid waste projects by managing and coordinating the process.

PASSED and adopted this 11th day of June, 2013.

ATTEST:


Bruce Clark, County Clerk


Michael Bossert, County Board Chairman

JDB Consulting Services, Inc.

Private & Confidential

JDB Consulting Services, Inc.
4532 Seeley Ave.
Downers Grove, IL 60515

April 4, 2013

Michael G. Bossert
Kankakee County Board Chairman
Kankakee County Administration
189 E. Court Street
Kankakee, IL 60901

Dear Michael,

I am pleased to confirm our understanding as set forth in this letter agreement (the "Agreement") under which JDB Consulting Services, Inc. ("JDB") an Illinois Corporation along with its officers, agents and representatives, is engaged by Kankakee County. ("the County").

1. Engagement

- a. **Scope of Engagement.** JDB is hereby engaged as the as the County's exclusive strategic solid waste planning and development advisor regarding the County's Services (as defined below).
- b. **Definitions.** For purposes of this Agreement, the term "Services" shall mean one or more services including consultation and coordination of a Solid Waste Project(s).

"Solid Waste Project" or "Projects" shall refer to any project in regard to solid waste facilities, recycling or material recovery facilities, planning, or development within the County.

- c. **Services Provided by JDB.** The services provided by JDB to the County are expected to include the following, as deemed necessary and advisable in connection with the Solid Waste Project:
- i. assist the County in analyzing and evaluating the business, operations and financial position of the County as it relates to their solid waste planning issues;
 - ii. assist the County in developing a strategy to effectuate a Solid Waste Plan update, including identifying and soliciting potential projects and managing the process;
 - iii. assist the County in the screening of prospective projects;
 - iv. assist the County in evaluating proposals;
 - v. assist the County in structuring and negotiating any agreements in relation to Solid Waste Projects; and
 - vi. perform certain other appropriate and customary advisory services that JDB and the County deem advisable in connection with a Solid Waste Project.
- d. **Advisors.** Any action taken to implement any advice provided may require you to rely on other advisors. It is your responsibility to ensure that the advice you receive from other advisors in relation to the Services relating thereto is considered by you and that it is adequate for the purposes for which it was requested.
- e. **Best Interest of County.** By entering into or performing our obligations under this Engagement letter, JDB is not representing that it is or will be possible for any Solid Waste Project to proceed. JDB's obligation is to advise you in this respect as we see fit, in what JDB perceives to be your best interests, in light of the circumstances prevailing at the time at which advice is given. It is for the directors of the County to decide whether or not any course of action (whether to pursue any project or plan recommendation or not) JDB advises and is in the best interest of the County and whether or not the County should proceed with any such course of action.

2. Compensation and Expenses.

- a. **Compensation.** As compensation for the services provided by JDB hereunder, the County shall pay to JDB

the Monthly Fee: A fee of \$20,000 per month is payable for the duration of this engagement payable at the first day of each month.

- b. **Expenses.** The County will reimburse JDB monthly for all (i) reasonable out-of-pocket indirect and direct costs and expenses incurred by JDB in connection with the services to be rendered by JDB hereunder, and (ii) travel expenses. The foregoing costs, expenses and charges will be paid by the County to JDB promptly upon receipt by the County of an invoice(s) from JDB. Where individual expense items exceed \$300, JDB will seek prior approval. Any advised legal or engineering services expected to be incurred by the County will be pre-approved by the County in writing.

- c. **Information Provided to JDB.** The County will cooperate and make available to JDB all the information that JDB reasonably requests, including without limitation, information concerning the County's business, assets, operations, financial condition and plans relating to their solid waste management position. It is agreed and understood that in performing its services hereunder, JDB will rely solely upon the accuracy and completeness of the County's plans, and shall have no duty to investigate or verify, reports prepared for or provided by the County, and information provided to JDB, whether in written, oral or other form, by or on behalf of the County. All such information concerning the County is and will be true and accurate in all material respects, to the best knowledge of the County, and does not and will not as of its date, and will not as supplemented or amended as of the date of termination, contain any untrue statement of a material fact or omit to state a material fact known to the County necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are or were made.

Representatives of the County shall be available to answer questions of, and to provide additional information to JDB during Term of this Agreement. All non-public information concerning the County which is provided to JDB will be used solely in the course of the performance of our services hereunder and will be treated confidentially by JDB for so long as it remains non-public. Except as otherwise required by law, JDB will not disclose this information to a third party without the consent of the County.

- 4. **Term and Termination; Survival.** JDB's engagement hereunder shall continue from April 2013 until Project(s) are completed or terminated or until terminated by either party, with or without cause, by no less than sixty (60) days written notice to the other party of such termination. The termination of such engagement shall not result in any liability or obligation of either party to the other. Notwithstanding any such termination, (i) the County shall remain liable for the payment of all fees and expenses payable pursuant to Section 2 of this Agreement accruing prior to such termination; and (ii) if, subsequent to such termination but during the period ending nine (9) months after the date of termination, the County pursues a Project, with a third party with whom discussions have been held during the term of this agreement, the County agrees to extend to JDB

an offer to act as the Exclusive Advisor or similar leading role for such proposed Project (the "Right of First Refusal") on terms substantially similar to those contemplated herein. If the County does not extend to JDB the Right of First Refusal, upon the commencement of any subsequent Solid Waste Project during the twelve (12) months after the date of termination, JDB will be entitled to payment in full of the Monthly Fee payable in respect to such Solid Waste Project as calculated in accordance with Section 2 above. In addition, notwithstanding the foregoing, the monthly fee, expenses, indemnification, contribution and confidentiality of advice provisions hereof shall survive any expiration or termination of JDB engagement hereunder.

5. Miscellaneous.

- a. **Notices.** All notices or communications hereunder will be in writing and mailed or delivered as follows:

If to JDB :

James D. Burnham

President

JDB Consulting Services, Inc.

4532 Seeley Ave.

Downers Grove, IL 60515

If to the County:

Michael G. Bossert

Kankakee County Board - Chairman

Kankakee County Administration

189 E. Court Street

Kankakee, IL 60901

- b. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.
- c. **Captions.** The captions in this Agreement are used for convenience only, and shall not be considered in interpreting this Agreement.
- d. **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute a binding agreement between JDB and the County.
- e. **Date of the Agreement.** All references herein to the date of this Agreement shall be deemed to mean the date on which this letter is executed by the County as set forth below.

- f. **Relationship Created.** JDB is an independent contractor. The County is interested only in the services to be performed by JDB for the County and JDB shall have sole control of the manner and means of performing the services under this Agreement. During the Term, JDB may appoint in its sole discretion or otherwise designate suitable employees to assist JDB with performing the Services hereunder. JDB may also appoint agents or representatives following the prior written consent of the County.
- g. **Scope of Responsibility.** Neither JDB, nor any of its affiliates (nor any of their respective directors, officers, agents and employees) shall be liable to the County or to any other person claiming through the County for any claim, loss, damage, liability, cost or expense suffered by the County or any such other person arising out of or relating to this engagement, except for a claim that arises primarily out of or is based primarily upon any action or failure to act by JDB, other than an action or failure to act undertaken at the request or with the consent of the County, that constitutes bad faith, willful misconduct or gross negligence on the part of JDB.
- h. **Entire Agreement.** This Agreement, including Exhibit A hereto contains the entire agreement between the County and JDB concerning the subject matter hereof and supersedes any prior understanding or agreement between them with respect thereto. Any amendment to the terms of this Agreement and any waiver of any right or obligation hereunder must be in writing signed by the party against whom enforcement is sought.
- i. **Confidentiality of Agreement.** The terms of this Agreement shall not be disclosed to any third party without the prior written consent of both parties to this Agreement, unless required by law.
- j. **Authority, Binding Agreement, Successors.** Each party represents to the other that it has taken all necessary organizational actions and obtained all necessary organizational approvals to execute, deliver and perform this Agreement, and that the person executing and delivering this Agreement on behalf of each party has been duly authorized to do so by such actions and approvals. This Agreement shall be binding upon, and inure to the benefit of, JDB and the County, and all of their respective successors, affiliates and assigns.

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Services Agreement

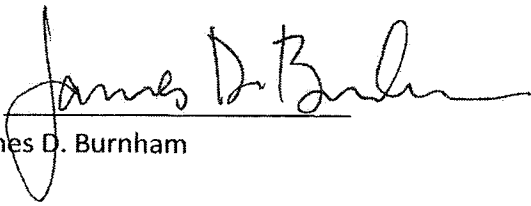
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Please confirm your agreement to the foregoing by signing and returning to me a copy of this letter.

Sincerely,

JDB CONSULTING SERVICES, INC.

By:


James D. Burnham

AGREED AND ACCEPTED

Kankakee County

By:


Date: June 14, 2013