

COLES COUNTY BOARD
Regular Meeting
December 12, 2023

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present, Bob Bennett, Mike Clayton, Denise Corray, John Doty, Jeremy Doughty, Tad Freezeland, Gail Mason, Andrew McDevitt, Nancy Purdy, Rick Shook, and Michael Watts, with Chairman Darrell Cox Presiding.

Invocation was given by Jeremy Doughty
Moment of Silent Reflection
Pledge to the Flag

PUBLIC COMMENTS

James Dinaso	Charles Stodden	Kevin Gaither	Rob Perry	Nicholas Dale
Les Combs	Gail Mason	Kirk Allen	John Kraft	

APPROVAL OF THE RE-CONVENED MEETINGS

Upon motion by Doughty, seconded by Freezeland to approve the County Board Re-convened meetings dated October 10,2023, October 10, 2023 and November 14, 2023.

AYES: Shook, Watts, Bennett, Clayton, Corray, Doty, Doughty, Freezeland, Mason, McDevitt, Purdy, Cox (12)
NAYS: None (0)
ABSENT: None (0)

AMEND THE NOVEMBER 14, 2023 MINUTES

Motion by Bennett, seconded by Doty to remove the section regarding Ameren Agreement for Employee parking lot.

AYES: Shook, Watts, Bennett, Clayton, Corray, Doty, Doughty, Freezeland, Mason, McDevitt, Purdy, Cox (12)
NAYS: None (0)
ABSENT: None (0)

APPROVAL OF THE AMENDED NOVEMBER 14, 2023 MINUTES

Motion by Clayton, seconded by Corray

AYES: Shook, Watts, Bennett, Clayton, Corray, Doty, Doughty, Freezeland, Mason, McDevitt, Purdy, Cox (12)
NAYS: None (0)
ABSENT: None (0)

RES: STATE'S ATTORNEY APPELLATE PROSECUTOR PROGRAM

For a copy of the resolution see page 6126

Motion was made by Corray, seconded by Bennett

AYES: Shook, Watts, Bennett, Clayton, Corray, Doty, Doughty, Freezeland, Mason, McDevitt, Purdy, Cox (12)

NAYS: None (0)

ABSENT: None (0)

DYNAMIC LIFECYCLE INNOVATIONS SERVICE AGREEMENT

For a copy of the agreement see pages 6127 - 6132

Motion by Corray, seconded by Purdy

AYES: Shook, Watts, Bennett, Clayton, Corray, Doty, Doughty, Freezeland, Mason, McDevitt, Purdy, Cox (12)

NAYS: None (0)

ABSENT: None (0)

APPROVAL OF BILLS - COLES COUNTY

Motion by Bennett, seconded by Freezeland to approve the payment of the Coles County bills, with the approval of the County Board.

AYES: Shook, Watts, Bennett, Clayton, Corray, Doty, Doughty, Freezeland, Mason, McDevitt, Purdy, Cox (12)

NAYS: None (0)

ABSENT: None (0)

ANNOUNCEMENT OF APPOINTMENTS

1. Supervisor of Assessment

ADJOURNED

Upon motion by Freezeland, seconded by Purdy, the Coles County Board was adjourned at 8:08 p.m. with the consent of the County Board.

AYES: Shook, Watts, Bennett, Clayton, Corray, Doty, Doughty, Freezeland, Mason, McDevitt, Purdy, Cox (12)

NAYS: None (0)

ABSENT: None (0)

ATTEST:

_____ County Clerk

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Coles County Board, in regular session, this _____ day of _____, 20____ does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Coles County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2023 and ending November 30, 2024, by hereby appropriating the sum of \$18,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

Passed and adopted by the County Board of Coles County, Illinois, this _____ day of _____ 20_____.

Chairman _____

**ATTEST: _____
County Clerk**



Service Agreement

Parties:	
Recycler:	Dynamic Lifecycle Innovations, Inc.
Customer:	Coles County, IL
Program:	Illinois

This Agreement, on the 29th day of November, 2023, is entered into by and between **Coles County**, 5001 Lake Land Blvd, Matton, IL 61938 (hereafter referred to as "CUSTOMER") and **Dynamic Lifecycle Innovations**, N5549 County Road Z, Onalaska, WI 54650 (hereafter referred to as "DYNAMIC").

CUSTOMER hereby engages DYNAMIC to manage CUSTOMER's electronics for end-of-life recycling and/or asset reuse/recovery, and DYNAMIC agrees to be so engaged to manage CUSTOMER's electronic waste for processing and final disposition.

A. Exhibit Term

The term of this Agreement is Twelve (12) Months, commencing on January 1st, 2024 and ending on December 31st, 2024.

B. Obligations of CUSTOMER: Coles County, IL

CUSTOMER must notify DYNAMIC and clearly designate, at time of scheduling drop off/pick up, what is program eligible/not program eligible. DYNAMIC is to retain all program eligible recycling credits.

CUSTOMER shall separate all electronic waste to be recycled, by material type as specified in the Pricing section, sorted on to skid pallets/Gaylord boxes, or additional sort charges may apply. To ensure safe transport, all material must be secure and stable before picked up by DYNAMIC. DYNAMIC will provide packaging guidelines to CUSTOMER upon request. In no event will CUSTOMER place hazardous waste in, or on, such packaging materials. **Hazardous waste is defined as any radioactive or pathogenic item, asbestos, or any item containing hazardous chemicals which pose a health risk to DYNAMIC's employees, other than those which are normally and routinely contained within the electronic devices to be recycled.**

CUSTOMER guarantees that electronics are collected in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

CUSTOMER will maintain, at its expense, all registrations, permits, certificates, licenses, or other authorizations required to collect and transport electronics.

CUSTOMER agrees to adhere to all of the terms and conditions of this Agreement and to pay invoices for services applicable for the recycling of electronic waste provided to DYNAMIC.

C. Obligations of DYNAMIC: Dynamic Lifecycle Innovations

DYNAMIC shall respond via email or phone to request(s) for pick-ups and/or load deliveries from CUSTOMER within two (2) business days and provide confirmation of said pick-up requests, if applicable, within three (3) business days.

- All requests should be sent via email to: orderrequests@thinkdynamic.com. Request should include a Bill of Lading with the number of skids to be picked up, along with the weight, and any specific dates/times/special instructions for the trucking. Bill of Lading should also describe the origin of the shipment.

DYNAMIC shall inspect the shipment and delivery receipt upon acceptance of an electronic load to ensure that the receipt accurately reflects the shipment documentation created by CUSTOMER. DYNAMIC shall inspect any skid pallets/Gaylord boxes, when applicable, to confirm that the correct recycling materials have been received, sorted, and not tampered with prior to its delivery to DYNAMIC's processing facility. Please note that all loads will be settled based off DYNAMIC's weights when the material is received.

DYNAMIC agrees to process and recycle electronic material in accordance with applicable federal, state and local regulations.

D. Pricing

Material must be sorted to the below categories or sort fees may apply. Upon mutual agreement, Dynamic reserves the right to propose rate increases based on market fluctuations.

End of Life Recycling Services – IL Program	Rates
Program Eligible Electronics	Free
End of Life Recycling Services – Non-Program	Rates
Miscellaneous Electronics (No battery-containing devices; Non-Eligible Electronics)	Charge \$0.05/lb.
Logistics Services	Rates
53' Semi Availability	Free (Underweight Fee may apply)

- In the event that CUSTOMER ships Non-CED material, CUSTOMER will not be charged a transportation fee so long as the gross weight of CED material is 18,000 pounds or greater.

E. Payment Terms and Invoicing

All Statements and Certificates of Recycling from DYNAMIC will be emailed out upon completion of contracted recycling service, within thirty (30) business days of delivery. Payments shall be due thirty (30) days from the date of said invoice. Any invoices not paid within such thirty (30) days shall bear interest at one and one-half percent (1 ½%) per month.

F. Data Management and Disclosure of Non-NAID Services

DYNAMIC’s standard operating procedures includes the moral obligation to provide data management (data sanitization and/or destruction) in accordance to industry leading best practice standards of NIST 800-88 and Dept. of Defense, as a minimum level of service regardless of clients’ requested releases at no additional charge.

DYNAMIC can be contracted to provide enhanced data management capabilities via physical or software destruction methods (or both) either on-site or at a secure DYNAMIC facility with full chain of custody, in accordance with NAID AAA certified processes. These enhanced practices such as the recording of serial numbers of destroyed computer hard drives or devices could be considered a critical element in determining, investigating and defending against regulatory non-compliance, potential data breaches, and data breach notification requirements.

Based on the pricing and all services outlined for the processing of material under this agreement, services are to be considered “Non-NAID Certified” unless otherwise mutually agreed upon in writing. CUSTOMER has been informed of DYNAMIC’s data management practices and potential data security risks.

CUSTOMER willingly agrees to opt out of NAID certified services and agrees that NAID and DYNAMIC will be held harmless from all claims, loss, or threatened loss, or any expenses by reason of the liability or potential liability arising from the failure to record the serial numbers of destroyed computer hard drives or devices.

G. Indemnification

CUSTOMER shall indemnify, defend, and hold DYNAMIC, DYNAMIC’s officers, and DYNAMIC’s customers harmless at all times from, and after, the date of this Agreement against and with respect to all damages, losses, costs, and expenses which DYNAMIC may suffer or incur with respect to, or in connection with:

- i. CUSTOMER’s omissions, acts, or failure to perform its obligations under this Agreement.
- ii. The material breach by CUSTOMER of any other agreement, representation, warranty, or covenant contained in this Agreement.

H. Audit Right

DYNAMIC shall have the right to audit CUSTOMER to assure compliance with the terms and conditions of this Agreement, including the right to audit reporting, processes, procedures, technical systems, records, and documents reasonably identified by DYNAMIC related to performance and compliance with all applicable laws, regulations, rules, program requirements, and DYNAMIC and DYNAMIC's customer's requirements.

I. Termination

DYNAMIC reserves the right to amend the obligation set forth in the above Scope of Work with a written notice to the CUSTOMER at any time throughout the duration of the program year, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed to the fullest extent of the law in regards to the costs of enforcing this Agreement. In the event of termination due to breach, the breaching party's fines, fees, and penalties will survive termination. If the applicable state agency revises its legislation, Dynamic agrees to review the new changes, and must be acceptable to continue under this Agreement. Both parties recognize that all materials (electronic equipment, components, and commodities making up electronic waste) sent to DYNAMIC are wholly owned by DYNAMIC. All rights, credits, interests, and title generated from this process are owned and retained by DYNAMIC.

J. Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws rules.

K. Confidentiality

Each party shall hold confidential all confidential and trade secret information relating to the business of the other party and its affiliated and subsidiary companies disclosed to it by reason of this Agreement, including the terms of this Agreement, and will not disclose any of such information to any person or entity unless legally compelled to do so. Provided, however, that to the extent that a party may become so legally compelled, such party may only disclose the information if such party shall first afford the other party the opportunity to obtain an appropriate protective order or other satisfactory assurance of confidential treatment for the information required to be disclosed.

L. Force Majeure

Notwithstanding any other provision contained in this Agreement, if DYNAMIC is delayed or prevented from performing its obligations under this Agreement by any cause beyond its reasonable control including, but not limited to, acts of God, pandemic, war or other public disorder, governmental laws or orders, strikes or labor disturbances, the unavailability of labor or fuel, or other failure or delays of transportation which by exercise of due diligence, DYNAMIC could not be expected to avoid. In such instances DYNAMIC's performance shall be suspended or excused without damages, cost or penalties while such cause exists. DYNAMIC shall use its best efforts to overcome the event and shall have reasonable time after cessation of the event to commend its performance.

M. Representation of Authority

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS THEREOF, the parties have caused this contract to be duly executed by their duly authorized Representatives on the dates written under their signatures below intending for this Agreement to become effective as of the Effective Date.

Date: _____

Date: _____

Signed: _____

Amanda Tischer-Buros
Director of OEM Solutions
Dynamic Lifecycle Innovations

Signed: _____

Kelly Lockhart
Representing CUSTOMER
Coles County IL

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY: This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Exhibit C1.0

Illinois Memorandum of Understanding

Consumer Electronics Recycling Act

This Exhibit is incorporated by reference into the Service Agreement IL-24-6-Coles County, IL, entered into by and between CUSTOMER and DYNAMIC on November 29, 2023.

For the purpose of this Agreement all definitions and requirements described below align with the Consumer Electronics Recycling Act 415 ILCS 151.

CUSTOMER confirms that all material designated as program eligible meets the requirements as listed in Exhibit C1.0.

1. Program Eligible Entities:
 - a. In alignment with the Consumer Electronics Recycling Act only residential consumers are allowed to generate program eligible material.
2. Program Eligible Material
 - a. Covered Electronic Devices (CEDs):
 - i. Computer (Desktop, Notebook, Tablet)
 - ii. Computer monitors
 - iii. Televisions
 - iv. Desktop printers, fax machines and scanners
 - v. DVD Players, VCRs, DVRs
 - vi. Video game consoles
 - vii. Digital converter boxes, cable and satellite receivers
 - viii. Keyboards, mice, and portable digital musical players
3. Program Year
 - a. January 1st through December 31st of each year
4. CUSTOMER agrees to operate in alignment with all requirements of Illinois Act 415 ILCS 151 and guarantees that all electronics are collected in compliance with the Consumer Electronics Recycling Law.
5. CUSTOMER is a registered collector participating in the Consumer Electronics Recycling Act they must meet all requirements as a registered collector including but not limited to:
 - a. Submit by January 1st annually a complete registration to the Illinois EPA in the format required by the EPA.
 - b. Submit by March 1st annually a report to the Illinois EPA the total weight of residential CEDs collected in Illinois from the program collection site or one-day event during the preceding program year, by CED category
6. CUSTOMER hereby engages DYNAMIC to recycle all of CUSTOMER's Covered Electronic Devices (CEDs) for end-of-life recycling and asset reuse/recovery, and DYNAMIC agrees to be so engaged, to transport and recycle CUSTOMER's CEDs for processing and final disposition as part of an opt-in county participant of the 2024 Illinois Consumer Electronics Recycling Act under Dynamic Lifecycle Innovations' Group Plan.
7. CUSTOMER agrees to operate the collection site or events listed below (and/or update DYNAMIC with specific sites when exact location is finalized), pursuant to the requirements of Section 1-45, Collector Responsibilities (415 ILCS 151/1-45), either through CUSTOMER or through a hired contractor on CUSTOMER's behalf.

Location: Mattoon, IL	Address: TBD
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8. CUSTOMER will assist DYNAMIC in preparing electronic waste for processing by sorting into six major categories:
 - a. CRT TVs and CRT Monitors (grouped together and stretch wrapped on pallets or placed in Gaylord boxes),
 - b. Flat Screen TVs and Flat Screen Monitors (grouped together and placed in Gaylord boxes),
 - c. Projection and Wood Console TVs (grouped together and stretch wrapped on pallets),
 - d. Fax Machines, Printers and Scanners (grouped together and stretch wrapped on pallets or placed in Gaylord boxes),
 - e. Desktops and Laptops (grouped together and stretch wrapped on pallets or placed in Gaylord boxes),

f. and all other CEDs (grouped together and placed in Gaylord boxes).

9. Each shipment must meet, or exceed, 18,000 lbs. gross weight, on a monthly average per collection site or event. Loads not meeting weight minimums are subject to an "Underweight Fee" of up to \$600 per shipment, and is assessed using a sliding scale:

Pounds of Program Eligible Material	Fee Assessed
17,000 – 17,999	\$100
16,000 – 16,999	\$200
15,000 – 15,999	\$300
14,000 – 14,999	\$400
13,000 – 13,999	\$500
12,999 or under	\$600

10. If the Illinois Environmental Protection Agency (IEPA), Electronics Recycling Representative Organization (ERRO) or DYNAMIC determines that CUSTOMER is out of compliance with any laws, regulations and rules under which CUSTOMER must comply with at the local, state, Federal, and international level; CUSTOMER is removed by the IEPA or ERRO from the Illinois Consumer Electronics Recycling Act; and/or the Program Eligible Material collected by CUSTOMER are determined by the IEPA, ERRO or other government agency to no longer be eligible under the state program, then CUSTOMER shall immediately notify DYNAMIC at which point the Contract will terminate. If the IEPA, ERRO or other government agency determines that the Program Eligible Material volume shipped to DYNAMIC cannot be claimed by a manufacturer program, CUSTOMER must immediately repay DYNAMIC for all payments under this Contract and shall also pay DYNAMIC for any fines or penalties incurred by manufacturers or manufacturer programs to which DYNAMIC sold CUSTOMER's volume, or shortfall pounds from CUSTOMER. This amount from CUSTOMER will be considered late and a late charge of three percent (3%) shall apply if not paid to DYNAMIC within thirty (30) days of demand by DYNAMIC. CUSTOMER also confirms that all pounds purchased by DYNAMIC in this contract have not been previously sold and counted for any other state manufacturer program.