

REGION 9
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is a mutual engagement and covenant by and among the undersigned Chapters (“Chapters”) of the Solid Waste Association of North America, Inc. (“SWANA”).

1. Purpose. To create and sustain, through a collaborative relationship, the necessary and proper governance of SWANA, the Chapters hereby jointly and severally undertake the obligations, actions and functions herein set forth. In the event Michigan forms a SWANA Chapter, this MOU will be renegotiated.

2. Term. This MOU shall be in force on the date when it has been signed by all the Chapters (“Effective Date”). Upon the second anniversary of the Effective Date and biennially thereafter, this MOU shall automatically renew for successive 24-month periods on the same terms and conditions (but subject to the addendum referred to in Paragraph 7) unless, during any of such two-year periods, the Chapters shall have otherwise unanimously agreed in writing with respect to Region-specific content in Paragraphs 5 and 7.

3. General Provisions.

(a) The Chapters acknowledge and agree that, besides the commitments hereby pledged, they and each of them shall discharge their responsibilities under applicable law, the SWANA Bylaws (“Bylaws”) and the SWANA Policy Manual (“Policy Manual”).

(b) This MOU shall not restrict the Chapters or any of them from engaging or participating by themselves or with any individuals, groups, or public or private organizations and entities in ventures or activities that do not conflict with their duties hereunder.

4. Regional Director Qualifications.

(a) By vote of the Chapters, the Region shall elect or appoint as its representative to the SWANA Board of Directors (“Board”) a SWANA member who:

(1) (A) Resides or works in the geographical area of a Chapter in this Region or (B) has designated a Chapter in this Region for affiliation;

(2) Has served on the SWANA International Board or as a Chapter officer; and

(3) Provides a written commitment from their employer to accommodate their service on the Board. Such commitment shall specifically acknowledge that a Board member is expected to:

(A) Prepare for, attend and participate in (i) three Board meetings annually, (ii) Board and Standing Committee teleconferences and email exchanges, (iii) Regional and Advisory Board (“AB”) meetings, teleconferences and email exchanges and (iv) WASTECON®;

(B) Consider and vote on all matters presented to the Board for action; and

(C) Devote such time and attention as necessary and sufficient to fulfill Board duties for the upcoming term of service.

(b) The Region may elect or appoint a Deputy Regional Director who may attend and participate in meetings and conference calls if and when attendance and participation by the Regional Director is excused as provided in the Policy Manual. Such participation shall not include the right to vote. Besides such other suitability factors as the Region may require, any such deputy shall possess the qualifications set forth in Paragraph 4(a)(1) and (2) above.

5. Regional Director Selection. The Regional Director and any Deputy Regional Director shall be elected or appointed in the following manner:

- A. *Region 9 Advisory Board (AB) Delegates shall meet in person or conference call to request a volunteer willing to serve the term as Regional Director. If there is no more than one volunteer, the AB Delegates may mutually agree on the volunteer to serve as the Regional Director for the upcoming term.*
- B. *If there is more than one volunteer to serve as Regional Director, a vote shall be taken with each Region 9 AB Member having one vote. The AB Delegate with the most votes will serve as the Regional Director for the upcoming term. In case of a tie, the AB Delegates shall take the following steps:*
 - a. *Cast a revote to determine if the tie can be resolved with the allowance of an abstention if needed; OR*
Conduct a tie-break vote with the assistance from an independent third party mutually agreed upon by the Region 9 AB Delegates.
- C. *The Regional Director shall consider and vote on all matters presented to the Board for action. The Region 9 Director shall vote on any issue that represents the majority of Region 9 AB Delegates individual votes (when and if the Region 9 Chapters conduct a vote on a critical issue such as budgets, acquisitions or any other major decision). If no vote occurred at the Region 9 level, the Region 9 Director may vote as they determine is in the best interest of the Region;*
- D. *The Deputy Regional Director shall be appointed by a majority vote of the Region 9 Delegates on an as needed basis if the Regional Director can't make a commitment of the Board.*
- E. *In the event that the current Regional Director reaches the end of their term limit on the Board of Directors or can no longer serve as the Regional Director, the State Chapter from which the Regional Director resides shall name a replacement AB Delegate, so a new Regional Director can be elected per the process described above.*
- F. *Accountability – The Region 9 Regional Director and Deputy Regional Director shall be accountable to Region 9 using the following criteria:*

- a. *Violating any provision of the current SWANA Code of Conduct manual may be grounds for dismissal as the Region 9 Regional or Deputy Regional Director.*
- b. *Not being responsive to the Region on Board activities and information may be grounds for dismissal as the Region 9 Regional or Deputy Regional Director.*
- c. *Missing consecutive Board Meetings may be grounds for dismissal as the Region 9 Regional or Deputy Regional Director.*
- d. *Not representing and voting at the Board as instructed by the Region 9 AB Delegates on major issues may be grounds for dismissal as the Region 9 Regional or Deputy Regional Director.*

The removal of the Regional Director or Deputy Regional Director would occur using the following procedures:

- a. *An existing Region 9 AB Delegate makes a motion to remove the Regional Director per the criteria listed above which would require a second and a majority vote of the remaining Region 9 AB Delegates to complete the removal of the Regional or Deputy Regional Director.*

The Regional Director shall hold office for such term or terms as provided in the Bylaws.

6. Regional Director Responsibilities and Standards of Conduct. The Regional Director shall be subject to such obligations as are prescribed, in descending authority, by applicable law, the Bylaws, and the Policy Manual.

7. Regional Director Funding Assurance. To enable the Regional Director to fulfill their duties, the Chapters jointly and severally commit to paying the costs and expenses of the Regional Director from such sources and in such amounts as the Chapters shall agree. For the 24-month period beginning on the Effective Date, the funding sources shall be:

- A. *Each Region 9 Chapter shall budget a \$1,000 contribution annually to cover its share of the travel expenses incurred by the Regional Director with the understanding that each Chapter will also be responsible to cover travel expenses for their Chapter AB Delegate to attend the annual WASTECON AB meeting in addition to the funds budgeted for the Regional Director. The Regional Director's home Chapter, employer or other source will be responsible for any travel expenses above and beyond the budgeted amount committed by the Region 9 Chapters.*
- B. *The Regional Director shall be responsible for following the attached Travel Policy and to submit expense reports and reimbursement requests to each funding Chapter for its share of the total amount up to the \$1,000/Chapter amount budgeted.*

On the second anniversary of the Effective Date and biennially thereafter, the Chapters shall prepare and execute an addendum to this MOU identifying the sources of funding and re-confirming the above-stated financial commitment for the ensuing 24 months. A failure to meet this continuing obligation shall be addressed as provided in the Policy Manual.

8. Advisory Board and Standing Committee Participation. Except for the Chapter with which the Regional Director is affiliated, each of the Chapters shall elect or appoint an individual to serve as its AB delegate and, as assigned by the AB Chair, Standing Committee member. All delegates shall prepare for, attend, and participate in all AB and Standing Committee meetings, conference calls, and email exchanges and discussions. The general organization and functioning of the AB and its members shall be as prescribed in the Policy Manual.

9. Dispute Resolution. Any claim or dispute arising out of this MOU, if not settled after the affected Chapters confer in good faith, shall be resolved by the AB. If one or more Chapters consider such resolution unsatisfactory, they may appeal to the Board whose decision, by majority vote, shall be final and binding.


10. Entire Agreement. This MOU constitutes the entire understanding and agreement of the Chapters, and all prior agreements, understandings, representations and statements have been merged herein. This MOU may not be modified, and no agreement hereafter made by and among the Chapters or any of them shall be binding on any party, unless expressed in writing and signed by the affected parties. The fully executed original of this MOU and any subsequent amendments hereof, including the addendum referred to in Paragraph 7, shall be filed with the SWANA Office. Copies shall be retained by each of the Chapters.

IN WITNESS WHEREOF, the Chapters have caused this MOU to be signed by their respective duly authorized presidents.

Illinois Land of Lincoln Chapter of the Solid Waste Association of North America

By:  11/27/18 Christopher Peters
Signature and date Print name - President

Indiana Hoosier Chapter of the Solid Waste Association of North America

By:  11/21/18 Curt Publow
Signature and date Print name - President

Ohio Buckeye Chapter of SWANA

By:  11/20/18 Scott B. Perry
Signature and date Print name - President

Wisconsin Badger State Chapter of the Solid Waste Association of North America

By:  11/12/18 John Welch
Signature and date Print name - President

Attachment: Travel Policy and Associated Expense Report Forms

SWANA REGION 9 Regional Director Travel and Reimbursement Policy

OVERVIEW

The following is the Travel and Reimbursement Policy for expenses incurred during required travel to the SWANA Board of Directors (Board) meetings. This policy supersedes all previous Chapter policies and conforms to the requirements of Memorandum of Understanding agreed upon by Region 9 Chapters (Illinois, Indiana, Ohio and Wisconsin).

PURPOSE

The purpose of this policy is to set policy and define responsibility for travel expenses that Region 9 Chapters will reimburse to the Region 9 Director.

SCOPE

This policy applies to either the Region 9 Director OR the Region 9 Deputy Director if the Deputy Director is serving in the place of the Director.

All expenses must be ordinary, reasonable, necessary and have a valid business purpose.

TRAVEL TO and FROM THE AIRPORT

It is expected that the Region 9 Director (or Deputy Director) use the best means of traveling to and from the airport, taking into consideration cost, time and transportation availability.

Public Transportation – The cost of necessary public transportation is reimbursable and does not require a receipt. Since this is usually the least expensive, it is to be considered first. It is understood that this method of transportation is the most time consuming and sometimes the least available.

Taxi – A taxi, UBER or LYFT may be used to and from the airport. Cost must be considered when choosing this method of travel. Where this cost exceeds the cost of a rental car and such rental car is available, then the rental car should be selected. All Taxi, UBER or LYFT charges in excess of \$10.00 must be presented with a receipt.

Rental Car – The rental car should be selected when the mileage is prohibitive and will increase the cost of a Taxi, UBER or LYFT beyond that of a rental car. Since rental cars are charged by the day and sometimes also by the mile, the car may be rented the night before or returned the morning after the completion of the trip if it does not exceed the term of the rental. A receipt must accompany all requests for reimbursement. When selecting a rental car, the cost of parking the rental car at the hotel or a parking ramp should also be considered.

Private Auto – Private auto may be used in all cases when it is the least costly option. Payment for this type of transportation will be made at \$0.325 per mile or at an amount equal to

discounted roundtrip airfares (whichever is less) plus parking charges and tolls (receipts required).

AIRLINE TRAVEL

Airfares should always be the lowest Coach or economy fare available at the time of booking. The Region 9 Director (or Deputy Director) should make every attempt to make travel arrangements fourteen or more days in advance of travel. When selecting the lowest fare available, the Region 9 Director (or Deputy Director) may consider factors such as flight departure and arrival times, as well as layover times.

Airline fees for a reasonable amount of luggage necessary for attending the meetings is reimbursable. The luggage fees must be for the Director or Deputy Director's luggage only.

In the event the Director or Deputy Director chooses to stay in the location of the meetings beyond the end date of the meetings for personal or work-related reasons, and the later flight time is more expensive, the Region 9 Chapters will only reimburse the Director or Deputy Director for the costs that would have been incurred for the earlier flight time.

Receipts for all air travel must be attached to the expense report. Expenses incurred while in flight for such things as wine, liquor or earphones are not reimbursable but may be absorbed as part of the per diem allowance.

LODGING

Hotels selected should be those that are well established, reasonable in price and conveniently located in relation to the Board meetings the Region 9 Director (or Deputy Director) is required to attend. Rooms should be at single rates and at a price no higher than mid-range of the hotel's published rates.

Room rate should be verified upon checking in. Upon checking out, a receipt must be obtained and verified, regardless of the amount of the bill. If accompanied by a spouse, be sure to determine the single room rate plus tax and note the rate on the hotel receipt for purposes of reimbursement.

In reporting hotel costs, include just the rate of the room and any applicable taxes. Other items on the hotel bill should be segregated and accounted for in the appropriate places on the travel expense report.

MEALS

A Per Diem policy will be used while attending multiple day Board meetings involving overnight accommodations. The Region 9 Director (or Deputy Director) shall be eligible for payment of a PerDiem allowance for all meals and incidentals. The amount of the Per Diem shall be based on the per diem rates posted by the US General Services Administration for the location and dates of the travel. For international travel, the amount of the Per Diem shall be based on the foreign per diem rates posted by the US Department of State for the location and dates of the travel.

The per diem rate excludes the cost of lodging. In instances where the Director (or Deputy Director) will receive a meal as part of the meeting, the appropriate amount of the meal shall be deducted from that particular day's per diem rate.

Coffee breaks or snacks are usually considered a personal expense and are not reimbursable. If there are waits in airports of two hours or more, a beverage or light snack between meals is reimbursable and should appear in the miscellaneous section of the expense report.

CASH ADVANCE

A travel cash advance may be issued if approved by a majority of the Region 9 Advisory Board members. The expense report form may be used when requesting a cash advance in a timely manner prior to the time of travel.

Under normal circumstances, cash advances will be processed for the following purposes:

- Airline or other transportation ticket purchases.
- Room deposit at meeting hotel if a CASH deposit is required. Under normal circumstances, the Director should utilize their personal credit card for room guarantee in lieu of a requested cash advance.
- Per Diem amounts for full days of meeting attendance. If the prices of any meals are included, the appropriate amount will be deducted from the Per Diem amount.

Any advances greater than the substantiated amount or additional reimbursement requests are to accompany the final expense report form. If actual expenses exceed the travel advance, the additional amount will be paid when the expense report has been found to be in compliance with the Region 9 Regional Director Travel and Reimbursement Policy.

GENERAL GUIDELINES

Original receipts are required for reimbursement and copies must be included with the completed travel expense report form. The Director is required to include a written report of SWANA Board actions, and/or issues discussed during required Board meetings when the travel expense form is submitted for payment. Region 9 Chapters may elect to post the Director's report on Chapter websites or in other communication with Chapter members.

Allowed Reimbursable Expenses include –

- Air travel at Coach or Economy fares.
- Airline luggage fees for a reasonable amount of luggage necessary for attending the meetings.
- Transportation necessary to get to the meeting location and back home, including bus, train and taxi, UBER or LYFT fares.
- Transportation between home and airport and the airport to the meeting hotel.
- Mileage for Private Auto as outlined above.
- Parking fees and tolls related to the meetings.

- Overnight lodging for the Director based on the rate associated with a single room rate. Rate differentials for spouse/family attendance in a double occupancy room is the responsibility of the Regional Director.
- Internet connectivity in hotel if not included in daily room rate.

Non-Reimbursable Expenses include –

- Airline upgrades.
- Luggage fees for anyone other than the Regional Director.
- Personal travel insurance.
- Personal reading materials.
- Toiletries, cosmetics or grooming products or services.
- Expenses incurred by spouses, children or relatives.
- In-room movies or video games.
- Sporting activities, shows, etc.
- Lost or delayed luggage and contents.
- Parking citations or traffic violations.
- Personal gifts.
- Combined personal vacation expenses. The Director will only be reimbursed for travel and related expenses related to the required Board meetings to and from that destination.

The Regional Director is responsible for completing the expense report form and including all required receipts. The Regional Director's Chapter President or Treasurer must approve the expense report before it is submitted to the remaining Region 9 Chapters for reimbursement.

The Regional Director is responsible for creating a Summary report of business conducted during required SWANA Board meetings. The Summary report must be included with the completed expense report form and required receipts.

Each Region 9 Chapter will reimburse 25% of the approved expenses to the Director as detailed in the expense report form up to the \$1,000 budget amount agreed upon by the Region. Anything over the \$1,000 per Chapter commitment will be the responsibility of the Region Director home Chapter. The Regional Director is responsible for submitting copies of the expense report form, required receipts and Summary report to each Region 9 Chapter for reimbursement.

The Regional Director is requested to outline anticipated travel expenses when communicating with Region 9 Advisory Board members prior to attending required SWANA Board meetings.