

Regional Solid Waste Association

City of Del Mar
Dwight Worden

City of Encinitas
Catherine Blakespear

City of National City
Ron Morrison

City of Poway
Dave Grosch

City of Solana Beach
Kelly Harless

City of Vista
Joe Green

Special Contract Party
City of Escondido
Michael Morasco

General Manager/General Counsel
James H. Eggart

REGULAR MEETING AGENDA

December 1, 2022
8:30 a.m.

Fletcher Cove Community Center
133 Pacific Avenue
Solana Beach, CA



**REGIONAL SOLID WASTE ASSOCIATION
BOARD OF DIRECTORS**

REGULAR MEETING AGENDA

**December 1, 2022
8:30 a.m.**

**Fletcher Cove Community Center
133 Pacific Avenue
Solana Beach, CA**

****Note: For health and safety reasons, the City of Solana Beach recommends that meeting attendees wear masks.****

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. SWEARING-IN OF NEW BOARD MEMBER(S) - ACTION ITEM

This item is scheduled to swear-in new board members or alternates as the delegate/representative from a member city.

3. ORAL COMMUNICATIONS

This item is scheduled to provide an opportunity for public testimony on matters within the jurisdiction of the Association. The Association may receive comments, but no action may be taken.

4. CONSENT CALENDAR – ACTION ITEM (*Roll Call Vote*)

(Consent Calendar items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Board Member.)

- A. Minutes of the October 6, 2022 Meeting of the Board of the Regional Solid Waste Association – Recommended Action: Receive and File.**
- B. RSWA Website Activity Report for Second Quarter of FY 2022/2023 (through November 22, 2022) – Recommended Action: Receive and File.**

- C. **Consultant Services Agreement with Woodruff, Spradlin & Smart for Legal and General Manager Services** – Recommended Action: Approve and Authorize the Chairperson to Execute the Proposed Consultant Services Agreement between Regional Solid Waste Association and Woodruff, Spradlin & Smart.
- D. **Resolution No. 2022-06, A Resolution of the Board of Directors of the Regional Solid Waste Association Adopting Procedures Regarding the Presentation and Administration of Claims for Money or Damages Against Regional Solid Waste Association** – Recommended Action: Adopt Resolution No. 2022-06.

5. **SB 1383 COMPLIANCE SUPPORT SERVICES STATUS REPORT – INFORMATION ITEM**

The Board will receive a status report on the SB 1383 compliance support services being provided to the RSWA Member Cities by Solana Center for Environmental Innovation.

6. **FINANCE AND BUDGET - INFORMATION & ACTION ITEMS**

- A. **RSWA Investment Report for the Second Quarter of Fiscal Year 2022/2023 – Information Item (Receive and File) (Roll Call Vote)**

General Manager Eggart, Treasurer Grosch, and Phil Davis of the City of National City will review the investment report as of October 31, 2022.

Recommended Action: Receive and File.

- B. **Budget and Expenditure Status for the Second Quarter of Fiscal Year 2022/2023 - Information Item (Receive and File) (Roll Call Vote)**

General Manager Eggart, Treasurer Grosch, and Phil Davis of the City of National City will review the financial status and cash activity reports as of October 31, 2022.

Recommended Action: Receive and File.

7. **HOUSEHOLD HAZARDOUS WASTE (HHW), ORGANIC WASTE, AND OTHER SOLID WASTE ISSUES – INFORMATION AND POSSIBLE ACTION ITEM(S)**

A. HHW Participation Reports - Information Item

This item is scheduled for presentation of the fiscal year HHW participation reports.

B. Legislative Update – Information and Potential Action Item

This item is scheduled for the General Manager Eggart to update the Board on pending legislation of interest relating to solid waste and household hazardous waste. The Board may provide direction regarding taking positions on specific pieces of legislation.

C. Update on HHW Issues, Organic Waste Disposal Issues, and Other Potential Future Issues – Information Item

This item is scheduled for the General Manager Eggart to update the Board on other current household hazardous waste, organic waste, and solid waste issues, and other potential future issues affecting RSWA.

8. **ADMINISTRATIVE MATTERS – INFORMATION AND POSSIBLE ACTION ITEMS**

A. Review Future Meeting Schedule – Possible Action Item

April 6, 2023
July 6, 2023
October 5, 2023

This item is scheduled for discussion and approval of the future meeting schedule. The Board may make changes to the time, date, location, and/or format of future meetings.

B. Subcommittee Reports – Information and Potential Action Item

This item is scheduled for Board subcommittees to provide a report to the full Board regarding subcommittee meetings and actions. The full Board may provide direction to subcommittees.

C. Update on Potential Educational Conference Attendance – Information Item

General Manager Eggart will review information on upcoming educational conferences.

D. Reports by Board Members and/or RSWA Staff Regarding Conferences Attended – Information Item

This item is scheduled to provide an opportunity for Board Members or RSWA Staff to report on conferences attended.

9. COMMENTS FROM ASSOCIATION MEMBERS, GENERAL COUNSEL AND GENERAL MANAGER

The Members may ask questions, make comments and ask that any matter be agenized for consideration at a later meeting.

10. ADJOURNMENT

Adjournment to the meeting of April 6, 2023, at 9:00 a.m. at the Fletcher Cove Community Center, 133 Pacific Avenue, Solana Beach, CA.

REGIONAL SOLID WASTE ASSOCIATION

ADDRESSING THE ASSOCIATION BOARD

If you wish to speak to an item not on the posted agenda, but within the Association's subject matter jurisdiction, please submit a speaker slip to speak during Oral Communications. The Brown Act does not allow any discussion or action by the Board or staff on matters raised during public comment except: 1) to briefly respond to statements made or questions posed, 2) ask a question for clarification, 3) receive and file the matter, 4) if it is within staff's authority, refer it to them for a reply, or 5) direct that it be placed on a future board agenda for a report or action. A reasonable amount of time will be allocated by the Chair for public comment. Time donations are not permitted during Oral Communications.

If you wish to speak to an item on the agenda, please fill out a speaker slip indicating which agenda Item number you wish to speak to and hand it in before that item has been announced by the Chair. To donate time to another person, fill out a speaker slip indicating that fact. The person or persons donating time must be present when the speaker to whom they have donated time is heard.

ADDITIONAL INFORMATION: This agenda provides a brief description of each item to be considered by the Association Board. All revised or additional documents and writings related to any items on the agenda, which are distributed to all or a majority of the Board Members within 72 hours preceding a meeting, shall be available for public inspection (1) at the Solana Beach City Clerk's office during normal business hours; and (2) at the Fletcher Cove Community Center at the time of the meeting. Additional information is available through the General Manager to the Association at (714) 415-1062.

**PUBLIC NOTICE FOR THE REGULAR MEETING OF
THE REGIONAL SOLID WASTE ASSOCIATION
BOARD OF DIRECTORS**

**December 1, 2022
8:30 a.m.**

**Fletcher Cove Community Center
133 Pacific Avenue
Solana Beach, CA**

In accordance with the requirements of California Government Code Section 54954.2(a)(1), this Notice and the Agenda has been posted at Fletcher Cove Community Center, 133 Pacific Avenue, Solana Beach, CA and Solana Beach City Hall, 635 South Highway 101, Solana Beach, CA not less than 72 hours prior to the meeting date and time above.

For health and safety reasons, the City of Solana Beach recommends that meeting attendees wear masks. In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Association's General Manager, James Eggart, at (714) 415-1062 at least forty-eight (48) hours prior to the meeting to allow the Association to make reasonable arrangements to ensure accessibility to this meeting.

I, James H. Eggart, General Manager of the Regional Solid Waste Association, do hereby declare that I caused the posting of the agenda for the regular meeting of the Regional Solid Waste Association for December 1, 2022 in the locations listed above which are freely accessible to the public at or prior to 8:30 a.m. on November 28, 2022.



**James H. Eggart
General Manager
Regional Solid Waste Association**

Item 4.A.

**MINUTES
REGIONAL SOLID WASTE ASSOCIATION
REGULAR MEETING**

**October 6, 2022
9:00 a.m.**

**Fletcher Cove Community Center
133 Pacific Avenue
Solana Beach, CA**

BOARD MEMBERS IN ATTENDANCE:

**Council Member Ron Morrison, City of National City – RSWA Chairperson
Mayor Dwight Worden, City of Del Mar – RSWA Vice-Chairperson
Council Member Joe Green, City of Vista – RSWA Secretary
Council Member Dave Grosch, City of Poway – RSWA Treasurer
Council Member David Zito, City of Solana Beach (Alternate)
Council Member Michael Morasco, City of Escondido**

STAFF RESOURCES IN ATTENDANCE:

**James H. Eggart, General Manager/General Counsel
Phil Davis, Financial Analyst – City of National City**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairperson Morrison called the meeting to order at 9:15 a.m.

RSWA Secretary Green led the Board in the Pledge of Allegiance.

2. SWEARING-IN OF NEW BOARD MEMBER(S)

None. General Manager Eggart advised the Board that David Zito was sworn in as an Alternate Board Member for the City of Solana Beach prior to the meeting.

3. ORAL COMMUNICATIONS

None.

4. CONSENT CALENDAR

The consent calendar included the following items:

- A. Minutes of the June 30, 2022, Meeting of the Board of the Regional Solid Waste Association – Recommended Action: Receive and File.
- B. RSWA Website Activity Report for the First Quarter FY 22/23 – Recommended Action: Receive and File.

MOTION WAS MADE TO APPROVE THE CONSENT CALENDAR.

(Motion by Secretary Green, City of Vista / Second by Treasurer Grosch, City of Poway). Motion was approved by a vote of 6 ayes, 0 nays, and 0 abstentions, with 1 absent.

Ayes: Morrison, Worden, Green, Grosch, Zito, Morasco
Nays:
Abstain:
Absent: Blakespear

5. AMENDMENT NO. 2 TO AGREEMENT FOR TRANSFER AND DISPOSAL SERVICES – ACTION ITEM

General Manager Eggart and the Board Subcommittee consisting of Chairperson Morrison, Vice-Chairperson Worden, and Treasurer Grosch provided a report to the Board regarding the proposed amendment to the Agreement for Transfer and Disposal Services Between RSWA and EDCO Disposal Corp. A staff report and copy of the proposed amendment was included in the Board’s agenda packet and made available to the public. It was noted that the terms of the proposed amendment had been provided to each RSWA member’s city manager in advance of publication of the agenda packet. Steve South from EDCO addressed the Board. The Board discussed the amendment. Chairperson Morrison noted that the City of Escondido representative was not entitled to vote on this matter.

MOTION WAS MADE TO APPROVE AMENDMENT NO. 2 TO THE AGREEMENT FOR TRANSFER AND DISPOSAL SERVICES WITH EDCO DISPOSAL CORP. AS PRESENTED AND AUTHORIZE THE CHAIRPERSON TO EXECUTE THE AMENDMENT ON BEHALF OF RSWA.

(Motion by Secretary Green, City of Vista / Second by Vice-Chairperson Worden, City of Del Mar). Motion was approved by a vote of 5 ayes, 0 nays, and 1 abstention, with 1 absent.

Ayes: Morrison, Worden, Green, Grosch, Zito
Nays:
Abstain: Morasco
Absent: Blakespear

6. **SB 1383 COMPLIANCE FUNDING AND PROPOSED AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN RSWA AND SOLANA CENTER FOR ENVIRONMENTAL INNOVATION – ACTION ITEM**

General Manager Eggart provided a report to the Board regarding the proposed revised scope of work, pricing, terms, and budget for a potential amendment to the agreement between RSWA and Solana Center for Environmental Innovation for SB 1383 compliance support services. He noted that a copy of the proposed scope of work and pricing had been provided to the RSWA member cities and he solicited the cities' input before it was finalized. It was noted that under the proposal, the term of the agreement would be extended through June 30, 2023, RSWA would pay for program management costs for the services utilized by the cities, with the cost capped at \$40,000, and that RSWA would also pay up to an additional \$25,000 of the initial costs the cities incur, which would be split proportionately between the cities based roughly on the number of Tier 1 and Tier 2 businesses and food recovery agencies in each city. It was also noted that the Board had previously given the General Manager authority to enter into amendments to the agreement on behalf of RSWA, provided the cost did not exceed funds budgeted by the Board, and that item 7.D. on the Agenda included a proposed budget adjustment. A staff report and copy of the proposed scope of work was included in the Board's agenda packet and made available to the public. The Board discussed the matter. Chairperson Morrison noted that the City of Escondido representative was not entitled to vote on this matter.

MOTION WAS MADE TO AUTHORIZE GENERAL COUNSEL TO MOVE FORWARD WITH ENTERING INTO THE AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN RSWA AND SOLANA CENTER FOR ENVIRONMENTAL INNOVATION IN ACCORDANCE WITH THE TERMS SET FORTH IN THE STAFF REPORT.

(Motion by Vice-Chairperson Worden, City of Del Mar / Second by Secretary Green, City of Vista). Motion was approved by a vote of 5 ayes, and 0 nays, 1 abstention, with 1 absent.

Ayes: Morrison, Worden, Green, Grosch, Zito
Nays:
Abstain: Morasco
Absent: Blakespear

7. **FINANCE AND BUDGET – INFORMATION AND ACTION ITEMS**

A. Final Financial Reports for FY 2021/2022 – Information Item (Receive and File)

Treasurer Grosch, General Manger Eggart and Fiduciary Agent Davis of the City of National City reviewed the final budget status and cash activity reports for FY 2021/2022. Details were provided to the Board Members and public in their respective agenda packets. The reports show final revenues of \$343,478, or about 101% of the budgeted amount, and final expenditures of \$496,790, or about 99% of the adjusted budgeted amount for FY 2021/2022. As of June 30, 2022, RSWA

had a fund balance of \$322,632, which included \$80,000 in reserves for HHW facility closures.

MOTION WAS MADE TO RECEIVE AND FILE THE FINAL FINANCIAL REPORTS FOR FY 2021/2022 AS PRESENTED.

(Motion by Secretary Green, City of Vista / Second by Vice-Chairperson Worden, City of Del Mar). Motion was approved by a vote of 6 ayes, 0 nays, and 0 abstentions, with 1 absent.

Ayes: Morrison, Worden, Green, Grosch, Zito, Morasco

Nays:

Abstain:

Absent: Blakespear

B. Investment Report for the First Quarter of Fiscal Year 2022/2023 – Information Item (Receive and File)

Treasurer Grosch, General Manger Eggart, and Fiduciary Agent Davis of the City of National City reviewed the investment report as of September 30, 2022. All of RSWA's funds are invested in the City of National City's portfolio. As of September 30, 2022, RSWA had an invested cash balance of \$326,104. Details on the City of National City's portfolio and investment activity through June 30, 2022, was provided to the Board Members in their respective agenda packets.

MOTION WAS MADE TO RECEIVE AND FILE THE INVESTMENT REPORT FOR THE FIRST QUARTER OF FISCAL YEAR 2022/2023 AS PRESENTED.

(Motion by Treasurer Grosch, City of Poway / Second by Board Member Morasco, City of Escondido). Motion was approved by a vote of 6 ayes, 0 nays, and 0 abstentions, with 1 absent.

Ayes: Morrison, Worden, Green, Grosch, Zito, Morasco

Nays:

Abstain:

Absent: Blakespear

C. Budget and Expenditure Status for the First Quarter of Fiscal Year 2022/2023 – Information Item (Receive and File)

Treasurer Grosch, General Manger Eggart and Fiduciary Agent Davis of the City of National City reviewed the Financial Status and Cash Activity Reports for the First Quarter of FY 2022/2023. Details were provided to the Board Members and public in their respective agenda packets. The reports show revenues of \$68,914 and expenditures of \$71,991, as of September 30, 2022. As of September 30, 2022, RSWA had a fund balance of \$326,104, which includes \$80,000 in reserves for HHW facility closures.

MOTION WAS MADE TO RECEIVE AND FILE THE FINANCIAL STATUS AND CASH ACTIVITY REPORTS FOR THE FIRST QUARTER OF FISCAL YUEAR 2022/2023 AS PRESENTED.

(Motion by Secretary Green, City of Vista / Second by Treasurer Grosch, City of Poway). Motion was approved by a vote of 6 ayes, 0 nays, and 0 abstentions, with 1 absent.

- Ayes:** Morrison, Worden, Green, Grosch, Zito, Morasco
- Nays:**
- Abstain:**
- Absent:** Blakespear

D. Fiscal Year 2022/2023 Budget Adjustments – Action Item.

General Manager Eggart discussed the report on proposed adjustments to the Fiscal Year 2022/2023 Budget. The recommended action was to approve the adjustments to the Fiscal Year 2022/2023 Budget.

General Manger Eggart reviewed, and the Board discussed, proposed adjustments to the adopted Budget for Fiscal Year 2022/2023. A staff report and proposed Amended Budget detailing the proposed Budget adjustments was provided to the Board Members and the public in the agenda packet. The proposed Budget adjustments included (1) increasing the revenues budget to reflect an additional \$50,000 resulting from the approved contract amendment with EDCO, (2) increasing the expenditure budget SB 1383 compliance funding by \$50,000 to fund the proposed amendment to the agreement with Solana Center for Environmental Innovation, and (3) increasing the expenditure budget for website maintenance to reflect actual costs. Total anticipated revenues under the proposed Amended Budget increased from \$359,852 to \$409,852. Total expenditures under the proposed Amended Budget increasec from \$397,979 to \$448,039. The recommended action was to approve the proposed adjustments and Amended Budget for Fiscal Year 2022/2023.

MOTION WAS MADE TO APPROVE THE PROPOSED BUDGET ADJUSTMENT AND AMENDED BUDGET FOR FISCAL YEAR 2022/2023 AS PRESENTED.

(Motion by Secretary Green, City of Vista / Second by Alternate Board Member Zito, City of Solana Beach). Motion was approved by a vote of 6 ayes, 0 nays, and 0 abstentions, with 1 absent.

- Ayes:** Morrison, Worden, Green, Grosch, Zito, Morasco
- Nays:**
- Abstain:**
- Absent:** Blakespear

E. Report on Environmental Enhancement Program and HHW & Organic Waste Education Distributions – Information Item (Receive and File)

General Manager Eggart provided a report on the Environmental Enhancement Program and Educational Appropriation distributions to the RSWA member cities. Details were provided to the Board Members in their respective agenda packets.

MOTION WAS MADE TO RECEIVE AND FILE THE ENVIRONMENTAL ENHANCEMENT PROGRAM AND HHW & ORGANIC WASTE EDUCATION DISTRIBUTIONS REPORT AS PRESENTED.

(Motion by Secretary Green, City of Vista / Second by Treasurer Grosch, City of Poway).
Motion was approved by a vote of 6 ayes, 0 nays, and 0 abstentions, with 1 absent.

Ayes: Morrison, Worden, Green, Grosch, Zito, Morasco
Nays:
Abstain:
Absent: Blakespear

With the consent of the Board, Chairperson Morrison advanced items 9.A – 9.D.

9. ADMINISTRATIVE MATTERS – INFORMATION AND ACTION ITEMS

A. Review Future Meeting Schedule – Possible Action Item

This item was scheduled for discussion and approval of the future Board meeting schedule. It was noted that the previously approved meeting schedule was as follows:

January 5, 2023
April 6, 2023
July 6, 2023

The Board discussed holding another meeting in early December to ensure a quorum of the Board would be present.

MOTION WAS MADE TO MOVE THE DATE AND TIME OF THE JANUARY 5, 2023, REGULAR BOARD MEETING TO DECEMBER 1, 2022 AT 8:30 A.M. AT FLETCHER COVE COMMUNITY CENTER IN SOLANA BEACH.

(Motion by Secretary Green, City of Vista / Second by Treasurer Grosch, City of Poway).
Motion was approved by a vote of 6 ayes, 0 nays, and 0 abstentions, with 1 absent.

Ayes: Morrison, Worden, Green, Grosch, Zito, Morasco
Nays:
Abstain:
Absent: Blakespear

B. Approval of Board Member and General Manager Attendance at and Reimbursement of Conference Expenses for all Meetings, Including Out of State Meetings, of the Following Organizations (“List of Accepted Organizations and Conferences”) – Action Item

1. SWANA (Solid Waste Association of North America) sponsored conferences and SWANA chapter meetings.
2. Waste 360 – Waste Age and Waste Expo Events, including WasteExpo.
3. NSWMA (National Solid Waste Management Association) and WASTEC (Waste Equipment Technology Association) sponsored conferences.
4. NAHMMA (North American Hazardous Materials Management Association) sponsored conferences and meetings.
5. National Recycling Coalition sponsored events.
6. California Department of Resources Recycling and Recovery (CalRecycle) sponsored events.
7. San Diego Food System Alliance sponsored events.

General Manager Eggart recommended the Board approve Board Member and General Manager attendance at meetings, including out of state meetings, on the List of Accepted Organizations and Conferences, and the reimbursement of associated expenses. This includes authorization for reimbursement of actual costs for attendance that exceed \$1,000.

MOTION WAS MADE TO APPROVE BOARD MEMBER AND GENERAL MANAGER ATTENDANCE AT, AND REIMBURSEMENT OF EXPENSES INCURRED FOR, MEETINGS AND CONFERENCES, INCLUDING OUT-OF-STATE MEETINGS AND CONFERENCES, OF THE ORGANIZATIONS LISTED ON THE LIST OF ACCEPTED ORGANIZATIONS AND CONFERENCES PRESENTED AT THE MEETING, INCLUDING AUTHORIZATION FOR REIMBURSEMENT OF ACTUAL COSTS FOR ATTENDANCE THAT EXCEED \$1,000.

(Motion by Board Member Morasco, City of Escondido / Second by Board Member Zito, City of Solana Beach). Motion was approved by a vote of 6 ayes, 0 nays, and 0 abstentions, with 1 absent.

Ayes: Morrison, Worden, Green, Grosch, Zito, Morasco
Nays:
Abstain:
Absent: Blakespear

C. Update on Potential Educational Conference Attendance – Information Item

This item was scheduled for review of information on upcoming educational conferences. General Manager Eggart provided the Board with information about (1) the upcoming WASTECON conference to be held from December 5th through 8th at the San Diego Convention Center and (2) the WasteExpo conference scheduled for May 1-4 in New Orleans.

D. Reports by Board Members and/or RSWA Staff Regarding Conferences Attended – Information Item

This item was scheduled to provide an opportunity for Board Members or RSWA staff to report on conferences attended. There were no reports.

Board Member Morasco left the meeting at 10:00 a.m.

8. HOUSEHOLD HAZARDOUS WASTE (HHW), ORGANIC WASTE AND OTHER SOLID WASTE ISSUES – INFORMATION AND POSSIBLE ACTION ITEM(S)

A. HHW Participation Reports – Information Item

General Manager Eggart reported to the Board that the HHW Participation Reports would be presented at a future meeting.

B. Legislative Update – Information Item

General Manager Eggart advised the Board on pending legislation of interest relating to solid waste, organic waste, recycling, and household hazardous waste and provided a PowerPoint presentation. A memorandum was provided in the agenda packet and supplement provided to the Board Members and the public. No action was taken.

C. Update on HHW Issues, Organic Waste Disposal Issues and Other Potential Future Issues – Information Item.

This item was scheduled for the Board to be updated on other current household hazardous waste, organic waste, and solid waste issues, and other potential future issues affecting RSWA. General Manager Eggart provided a brief report. No action was taken.

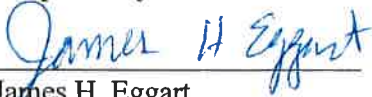
10. COMMENTS FROM ASSOCIATION MEMBERS, GENERAL COUNSEL AND GENERAL MANAGER

General Manager Eggart advised the Board about the Biennial Conflict of Interest Code review and that he had advised the County that no changes to RSWA’s recently adopted Conflict of Interest Code was necessary.

No Board Members made comments.

11. ADJOURNMENT

Chairperson Morrison adjourned the meeting at 10:38 a.m. to the rescheduled regular meeting of December 1, 2022, at 8:30 a.m. to be held at the Fletcher Cove Community Center, 133 Pacific Avenue, Solana Beach, California.

Respectfully Submitted:

James H. Eggart
General Manager

Approved:

Joe Green
RSWA Secretary

Item 4.B.

RSWA Quarterly Dashboard

Oct 1, 2022 - Nov 21, 2022

All Users
100.00% Sessions

Visits
135
% of Total: 100.00% (135)

Unique Visitors
112
% of Total: 100.00% (112)

Pageviews
229
% of Total: 100.00% (229)

Pages / Visit
1.70
Avg for View: 1.70 (0.00%)

Avg. Visit Duration
00:00:36
Avg for View: 00:00:36 (0.00%)

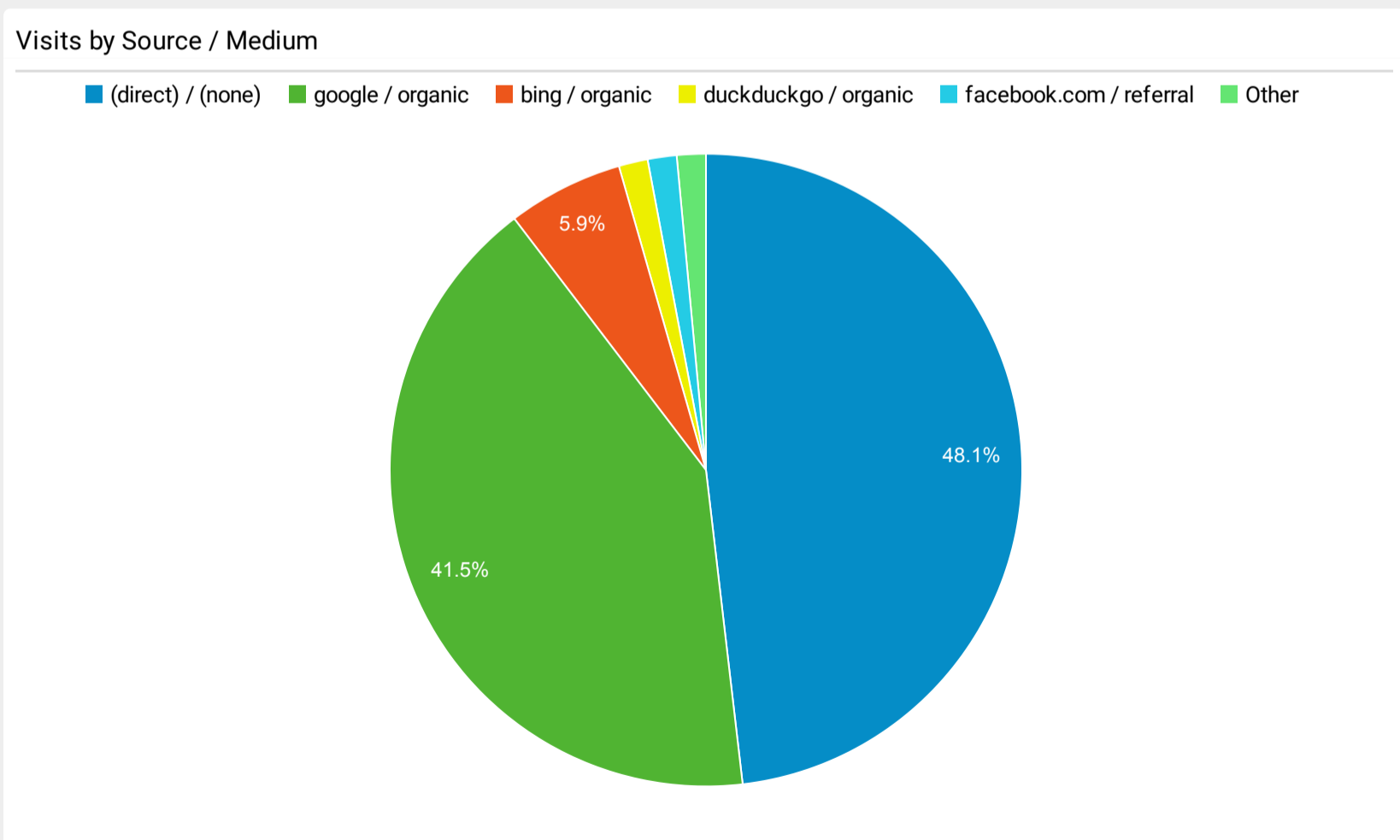
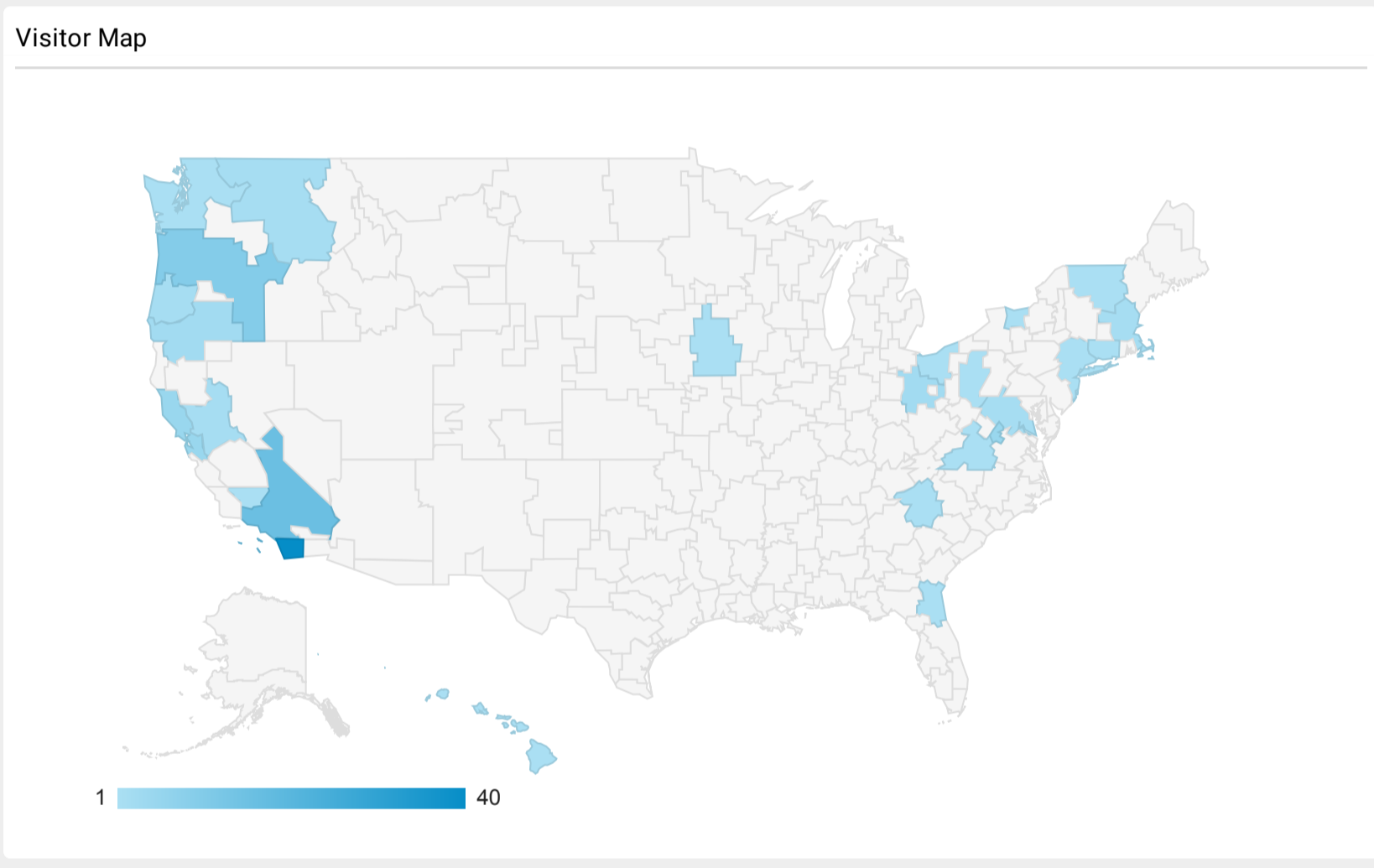
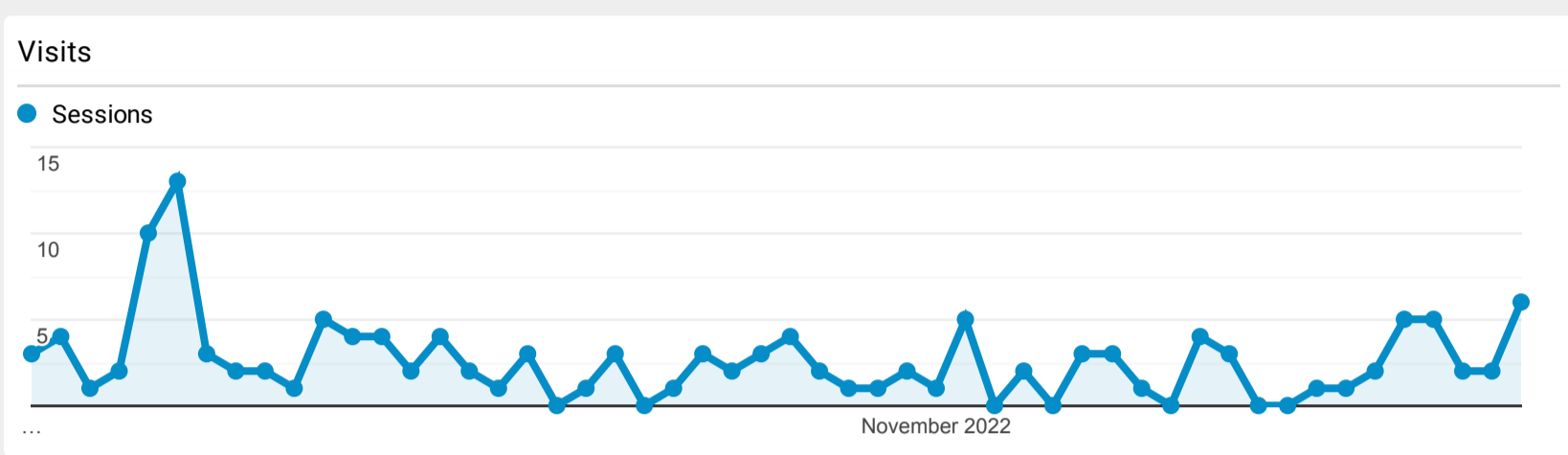
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77.78%
Avg for View: 77.78% (0.00%)

Keywords

Keyword	Sessions
There is no data for this view.	

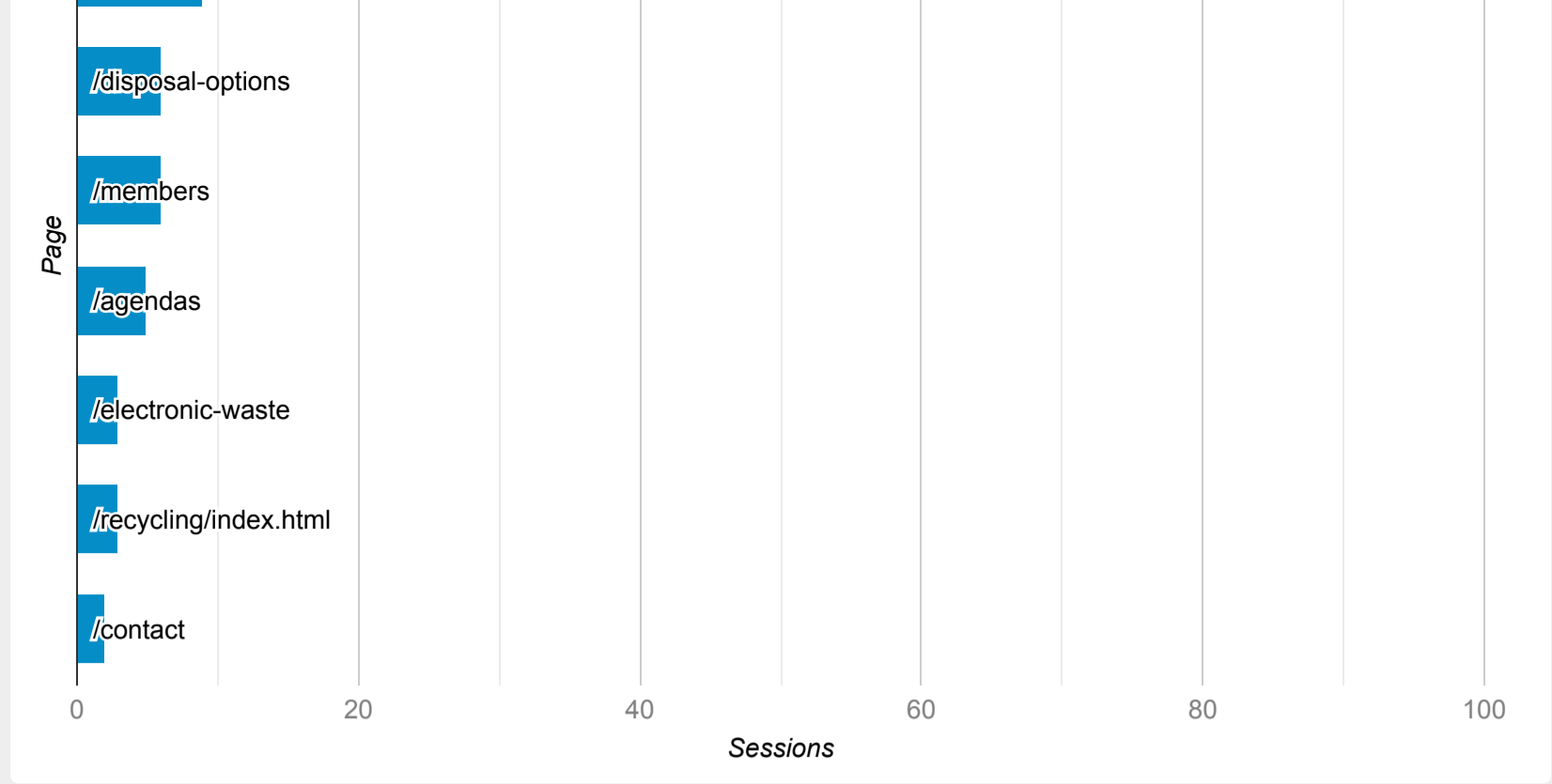
Referrerring Sites

Full Referrer	Sessions
(direct)	65
google	56
bing	8
duckduckgo	2
facebook.com/	2
baidu.com/	1
cn.bing.com/	1



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Item 4.C.

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (“Agreement”) is made and entered into, to be effective July 1, 2023 (“Effective Date”), by and between the Regional Solid Waste Association (“Association”) and Woodruff, Spradlin & Smart (“Consultant”), both of whom agree as follows:

Section 1: Term. This Agreement shall take effect on July 1, 2023 and shall remain in full force and effect until June 30, 2026, and may be subsequently extended by mutual agreement of the parties. Notwithstanding the foregoing, this Agreement may be terminated at any time by Association or Consultant as provided in Section 7 of this Agreement.

Section 2: Scope of Services. Consultant agrees to provide General Manager services and legal services to Association in accordance with directions from Association’s Board of Directors.

Section 3. Legal Services Fees and Billing Practices. Legal services will be provided by Consultant at the hourly rates set forth in Exhibit A attached hereto and incorporated herein by reference, as such rates may be adjusted from time to time pursuant to this Agreement. Association agrees to pay to pay Consultant a nonrefundable retainer for legal services in the monthly amount set forth in Exhibit A, as such retainer amount may be adjusted from time to time pursuant to this Agreement payable on the first of each month. Consultant shall bill against the retainer at the then current hourly rates. The parties agree to periodically review the applicable hourly rates and retainer fee amount set forth in Exhibit A and make adjustments as the parties deem appropriate. Such rates and/or retainer amount may be adjusted by action of the Board of Directors, without amending this Agreement.

Consultant will charge Association for the time spent on telephone calls relating to Association matters, including telephone conversations with Association and opposing counsel. The legal personnel assigned to Association matters may confer among themselves about the matters, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of Consultant’s legal personnel attends a meeting or other proceedings, each will charge for the time spent. Consultant will charge for waiting time in court and elsewhere and, for travel time, both local and out of town, should any be required.

Consultant will provide Association periodic statements for fees and costs incurred. Each statement will be due upon receipt. Association may request a statement at intervals of no less than 30 days; upon request Consultant will provide the statement within 10 days. Consultant shall draw on the retainer for fees for legal services. Once the annualized retainer has been exhausted, any remaining fees owed Consultant for legal services, which are in excess of the total retainer amount for legal services paid in each fiscal year, shall be paid upon expiration of each fiscal year following review and approval by the Executive Committee of the Association.

Section 4: General Manager Services Fees and Billing Practices. General Manager services will be provided by Consultant at the hourly rate set forth in Exhibit B attached hereto and incorporated herein by reference, as such rate may be adjusted from time to time pursuant to this Agreement. Association agrees to pay to pay Consultant a nonrefundable retainer for General Manager services in the monthly amount set forth in Exhibit B, as such retainer amount may be adjusted from time to time pursuant to this Agreement, payable on the first of each month. Consultant shall bill against the retainer at the then current hourly rates. The parties agree to periodically review the applicable hourly rates and retainer amount and make adjustments as the

parties deem appropriate. Such rates and/or retainer amount may be adjusted by action of the Board of Directors, without amending this Agreement.

In accordance with Association's request and in consideration of the General Manager's services fee rate and retainer amount, attendance by one attorney at Board of Directors and Board subcommittee meetings shall be billed by Consultant at the applicable legal services hourly fee rate and Association shall not be separately charged for that attorney's attendance at such meetings in the capacity of General Manager. In the event it is necessary for more than one attorney to attend a Board or subcommittee meeting, such additional attorneys' time shall be billed at the General Manager services hourly fee rate. In addition, all travel time to and from San Diego County for Association Board of Directors or Board subcommittee meetings shall be billed by Consultant at the applicable General Manager services hourly fee rate.

If Consultant travels on behalf of Association for conferences or meetings, the maximum daily compensation shall be eight (8) hours per travel day or day of conference/meeting.

Consultant will provide Association periodic statements for fees and costs incurred. Each statement will be due upon receipt. Association or its Treasurer may request a statement at intervals of no less than 30 days; upon request Consultant will provide the statement within 10 days. Consultant shall draw on the retainer for fees for legal services. Once the annualized retainer has been exhausted, any remaining fees owed Consultant for General Manager services, which are in excess of the total retainer amount for General Manager services paid in each fiscal year, shall be paid upon expiration of each fiscal year following review and approval by the Executive Committee of the Association.

Section 5: General Business Costs, Expenses and Reimbursement Practice. Association recognizes that certain costs and expenses of a non-personal but job-related nature will be incurred by Consultant and agrees to reimburse Consultant for such general costs and expenses in addition to the monthly retainers. Examples of such costs and expenses include long distance telephone calls, postage, mileage, parking, photocopying and other reproduction costs, clerical staff overtime, extraordinary word processing charges, charges for computer research time and other similar items. Except for the items listed on Exhibits A and B, all costs and expenses will be charged at Consultant's rates which are competitive with other sources of the same products or services. Consultant will send invoices to Association for all general costs expenses described in this section for which it desires reimbursement as such expenses are incurred. Consultant shall maintain receipts for all business-related expenses, and, upon request, shall provide copies of all receipts to the Association Treasurer and the Association's fiduciary agent, currently the City of National City, prior to reimbursement. Expenses for airfare, car rental, lodging, meals, and similar expenses associated with travel conducted on behalf of Association shall be reimbursed in the same manner as set forth in this section. For any expenditure over One Thousand Dollars (\$1,000.00), Consultant shall first obtain the authorization of the Association Chairperson or Association Board.

Section 6. Finance Charges. Any statement not paid within sixty (60) days of the date of the statement will incur finance charges at the rate of one and one-half percent (1-1/2%) per month, compounded monthly.

Section 7. Discharge and Withdrawal. This Agreement may be terminated by either party by providing ninety (90) days written notice to the other party pursuant to Section 10 herein.

When Consultant's services conclude, all unpaid charges will immediately become due and payable. After Consultant's services conclude, Consultant will, upon Association's request, deliver Association's files to Association, along with any funds or property of Association in Consultant's possession.

Section 8: Indemnification. Association shall defend, indemnify and hold harmless Consultant against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of services as General Manager. Association may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

Section 9: Bonding. Association shall bear the full cost of any fidelity or other bonds required of Consultant under any law or ordinance for General Manager services.

Section 10: Notices. Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by United States mail, postage prepaid. Mailed notices shall be addressed to the parties as set forth below, but each party may change its address by written notice given in accordance with this paragraph. In the event of a change in Chairperson of the Association, the name and address for notice to Association shall be deemed automatically changed without the need for written notice to Consultant to reflect the name of the Chairperson and the address of the Association Member said Chairperson represents. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing:

Association: Regional Solid Waste Association
Attention: Ron Morrison, Chairperson
City of National City
1243 National City Boulevard
National City, CA 91950

Consultant: Administrator
Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626

Section 11: General Provisions.

- (a) Integration. This Agreement sets forth and establishes the entire understanding between Association and Consultant relating to this Agreement. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. This Agreement replaces that certain Consultant Services Agreement entered into between the parties to be effective July 1, 2018, and subsequently amended by the parties effective July 1, 2020 and July 1, 2021. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement.
- (b) Binding Effect. This Agreement shall be binding on Association and Consultant as well as their heirs, assigns, executors, personal representatives and successors in interest.

- (c) Enforcement. If either party is required to resort to court to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.
- (d) Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- (e) Non Liability of Officials and Employees of Association. No board member, official or employee of Association shall be personally liable to Consultant in the event of any default or breach by Association, or for any amount which may become due to Consultant.
- (f) Independent Contractor. It is agreed that Consultant shall act and be an independent contractor and not an agent or employee of Association, and shall obtain no rights to any benefits which accrue to Association's employees. In the event of any claim or action made or brought by Consultant or any other person contending that Consultant is an employee of Association, Consultant shall defend, indemnify and hold harmless Association and its directors, officers and employees from such claim or action.
- (g) Compliance with Law. Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government in the performance of services pursuant to this Agreement.
- (h) Periodic Rate and Retainer Review. Association and Consultant may annually review the applicable services rates and retainer amounts. Such rates and retainer amounts may be adjusted by action of the Board of Directors, without amending this Agreement.
- (i) Billing. Should any issue concerning billing pursuant to this Agreement arise, such issue shall be addressed by Association's Chairperson and Treasurer with Consultant.

Section 12. Execution. This Agreement has been executed in duplicate and fully executed copies given to Consultant and Association, receipt of which is hereby acknowledged.

Section 13. Effective Date. This Agreement will take effect as of July 1, 2023.

“Consultant”

WOODRUFF, SPRADLIN & SMART
A Professional Corporation

Date: _____, 2022

By: _____
Patrick M. Desmond
President

“Association”

REGIONAL SOLID WASTE ASSOCIATION

Date: _____, 2022

By: _____
Ron Morrison, Chairperson

EXHIBIT A

LEGAL FEE RATE SCHEDULE (Effective July 1, 2023)

Identification

Client: REGIONAL SOLID WASTE ASSOCIATION
Matter: General Counsel Legal Services

Rate Structure

Retainer Fee: \$2,250 monthly, payable on the first of each month.

Attorney Rate: \$260.00 per hour
Paralegal Rate: \$145.00 per hour

Standard Charges

Charges for legal services shall be in minimum units of six minutes.

Costs and Expenses

Costs advanced will be charged at rates which are competitive with other sources of the same products or services. Rates for in-house costs are currently:

In-office photocopying	
Black & White	\$ 0.25 per page
Color	\$0.85 per page
Binding	
Velobound	\$0.75 per page
Spiral Bind	\$0.09 per page
Exhibit Tabs	\$0.07 each
Binders	\$2.90 - \$15.54 each depending on size
Mileage	at Current IRS Rate
Faxing	actual telephone charges
Clerical staff overtime	\$60.00 per hour

Subject to Change

The rates and retainer fee amounts on this schedule are subject to change on 30 days' written notice. If Association declines to pay any increased rates or retainer fee amounts, Consultant will have the right to withdraw as Association's lawyers and may terminate this Agreement pursuant to Section 7 of the Agreement. Rate and retainer fee adjustments may be made by action taken by Association's Board of Directors.

EXHIBIT B

GENERAL MANAGER SERVICES FEE RATE SCHEDULE (Effective July 1, 2023)

Identification

Client: REGIONAL SOLID WASTE ASSOCIATION
Matter: General Manager Services

Rate Structure

Retainer Fee: \$4,250.00 monthly, payable on the first of each month.

Rate (first 180 hours per fiscal year): \$200.00 per hour
Rate (after 180 hours per fiscal year): \$260.00 per hour

Standard Charges

Charges for services shall be in minimum units of six minutes.

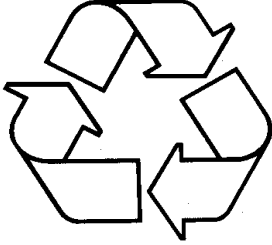
Costs and Expenses

Costs advanced will be charged at rates which are competitive with other sources of the same products or services. Rates for in-house costs are currently:

In-office photocopying	
Black & White	\$ 0.25 per page
Color	\$0.85 per page
Binding	
Velobound	\$0.75 per page
Sprial Bind	\$0.09 per page
Exhibit Tabs	\$0.07 each
Binders	\$2.90 - \$15.54 each depending on size
Mileage	at Current IRS Rate
Faxing	actual telephone charges
Clerical staff overtime	\$60.00 per hour

The rates and retainer fee amounts on this schedule are subject to change on 30 days' written notice. If Association declines to pay any increased rates or retainer fee amounts, Consultant will have the right to terminate this Agreement pursuant to Section 7 of the Agreement. Rate and retainer fee adjustments may be made by action taken by Association's Board of Directors.

Item 4.D.



REGIONAL SOLID WASTE ASSOCIATION

Member Agencies: Cities of Del Mar, Encinitas, Escondido,
National City, Poway, Solana Beach, and Vista

To: RSWA Board Members
From: General Counsel James H. Eggart
Subject: Proposed Resolution Adopting Procedures Governing the
Presentation and Administration of Claims for Money or Damages
Date: December 1, 2022

BACKGROUND / DISCUSSION

The California Government Claims Act (Government Code sections 810-996.6) sets forth the requirements and procedures that must be followed in most instances if a person or entity is seeking money or damages from a local public agency. This generally involves the filing of a “government claim” containing specified information with the public agency and the public agency acting on that claim within specified periods of time. If a public agency rejects a claim, the Government Claims Act requires claimant to bring a lawsuit within 6 months or 1 year, depending on the nature of claim.

Upon review of RSWA’s existing policies, it was discovered that the RSWA Board has never adopted procedures governing the presentation and administration of claims filed against it. Public agencies are not required to adopt specific procedures to implement the Government Claims Act. However, by doing so, an agency can require specified procedures be followed, apply those procedures to types of claims that otherwise are not covered, authorize the filing of claims electronically, and delegate certain authority to employees and/or its attorney to act on and/or settle claims.

To the General Counsel’s knowledge, no government claim has ever been filed seeking money or damages against RSWA. Nonetheless, should one ever be presented, it would be helpful to have adopted procedures in place. Accordingly, General Counsel has prepared a proposed Resolution adopting Procedures Governing the Presentation of Claims for Money or Damages. The proposed Procedures would, among other things:

- Authorize the General Manager to prepare a Claim Form that would need to be completed by anyone seeking to file a claim against RSWA.

- Authorize claims to be presented to RSWA via e-mail to the General Manager (since RSWA does not have a fixed office).
- Delegate authority to the General Manager to provide notice of the insufficiency of a claim or notice of a claim that is filed late and to reject claims without bringing them to the Board. The Government Claims Act requires agencies to act on claims within specified time periods. The RSWA Board typically only meets once every three months. Delegating authority to the General Manager to act on claims would allow compliance with the Government Claims Act without the need to call a special meeting in the event a claim is received.
- Delegate authority to the General Manager to settle claims up to \$10,000 with the consent of the Board Chairperson, provided there are sufficient funds in the budget.
- Delegate authority to the General Counsel to settle any lawsuit brought upon a claim within the same limits.

RECOMMENDED ACTION

Adopt Resolution No. 2022-06 Procedures Governing the Presentation and Administration of Claims for Money or Damages Against Regional Solid Waste Association.

ATTACHMENTS

Resolution No. 2022-06 (including Exhibit "A": Procedures Governing the Presentation and Administration of Claims for Money or Damages Against Regional Solid Waste Association)

Resolution No. 2022-06

RESOLUTION OF THE BOARD OF DIRECTORS OF REGIONAL SOLID WASTE ASSOCIATION ADOPTING PROCEDURES REGARDING THE PRESENTATION AND ADMINISTRATION OF CLAIMS FOR MONEY OR DAMAGES AGAINST REGIONAL SOLID WASTE ASSOCIATION

The Board of Directors of Regional Solid Waste Association hereby finds, determines, declares, and resolves as follows:

WHEREAS, except as otherwise provided in California Government Code Section 905, claims for money or damages against Regional Solid Waste Association are generally subject to the provisions of the Government Claims Act, Division 3.6 of Title I of the California Government Code; and

WHEREAS, the Government Claims Act establishes the procedural requirements pursuant to which a claimant may seek an award of money or damages from a public agency, including procedural rules requiring the filing of an administrative claim within the applicable six month or one year limitations period as a prerequisite to the filing of a civil action against the public agency; and

WHEREAS, the provisions of the Government Claims Act facilitate the timely investigation and settlement of claims and provide public agencies the opportunity to reduce litigation expenses and potential judgments, and to limit liability by barring some claims which would otherwise be substantively valid; and

WHEREAS, pursuant to California Government Code Section 935.4, the Board, by ordinance or resolution, may authorize an employee to perform certain functions of the Board under Part 3 of the Government Claims Act, California Government Code Section 900, *et seq.*; and

WHEREAS, in order to ensure that all claims for money or damages against Regional Solid Waste Association are investigated, acted upon, and responded to in an efficient, prompt, and appropriate manner and in compliance with the provisions of the Government Claims Act, the Board of Directors desires to formally establish procedures governing the presentation and administrative processing of such claims and to authorize the General Manager to perform certain functions of the Board under the Government Claims Act; and

WHEREAS, pursuant to California Government Code Section 905, certain types of claims are excepted from the administrative claims presentation procedures of the Government Claims Act; and

WHEREAS, notwithstanding California Government Code Section 905, pursuant to California Government Code Section 935, the Board of Directors is authorized to adopt procedures governing claims for money or damages which are otherwise excepted by California Government Code Section 905 from the claims presentation provisions of the Government Claims Act; and

WHEREAS, in order to ensure that all claims for money or damages against Regional Solid Waste Association are uniformly subject to the same substantive and procedural requirements and limitations, pursuant to California Government Code Section 935, the Board of Directors desires make those excepted types of claims set forth in California Government Code Section 905 subject to the administrative claims presentation procedures established by the Government Claims Act and this Resolution and to make presentation of, and action upon, such claims pursuant to such procedures a prerequisite to suit thereon against Regional Solid Waste Association.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF REGIONAL SOLID WASTE ASSOCIATION DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

1. The Board of DIRECTORS hereby approves and adopts those procedures entitled, "PROCEDURES GOVERNING THE PRESENTATION AND ADMINISTRATION OF CLAIMS FOR MONEY OR DAMAGES AGAINST REGIONAL SOLID WASTE ASSOCIATION," attached as Exhibit "A" to this Resolution ("Procedures"). Pursuant to California Government Code Section 935, such Procedures shall apply to any claim for money or damages, including claims which would otherwise be excepted by California Government Code Section 905, and which are not governed by any other statutes or regulations expressly relating thereto. Pursuant to such Procedures, any and all claims for money or damages against Regional Solid Waste Association shall be presented within the time, and in the manner, prescribed by Part 3 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 900 thereof), as those provisions now exist or shall hereafter be amended, and as further provided by this Resolution, and presentation of, and action upon, such claims pursuant to such Procedures shall be a prerequisite to suit thereon against Regional Solid Waste Association.

2. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Directors of Regional Solid Waste Association hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Adopted this 1st day of December 2022.

Ron Morrison, Chairman
Regional Solid Waste Association

APPROVED AS TO FORM:
James H. Eggart, General Counsel

By: _____

CERTIFICATION

I, Ron Morrison, Chairman of the Regional Solid Waste Association, do hereby certify that the foregoing Resolution No. 2022-06 was duly adopted at a regular meeting of the Association, held on the 1st day of December, 2022, by the following vote of the members of the Association:

AYES:

NOES:

ABSENT:

ABSTAIN:

And I further certify that I signed and approved said Resolution on the ____ day of _____, 2022.

Ron Morrison, Chairman
Regional Solid Waste Association

EXHIBIT "A"

REGIONAL SOLID WASTE ASSOCIATION

**PROCEDURES GOVERNING THE PRESENTATION AND
ADMINISTRATION OF CLAIMS FOR MONEY OR DAMAGES**

I. Purpose.

To set forth procedures governing the presentation and administrative processing of all claims for money or damages against the Regional Solid Waste Association in order to ensure that such claims are investigated, acted upon, and responded to in an efficient, prompt, and appropriate manner and in compliance with the provisions of the Government Claims Act.

II. Application.

The procedures set forth herein apply to any claim for money or damages against the Regional Solid Waste Association or any officer, employee, or board of the Regional Solid Waste Association, including claims which would otherwise be excepted by California Government Code Section 905, and which are not governed by any other statutes or regulations expressly relating thereto.

III. Claims Presentation Procedures Applicable to All Claims for Money or Damages.

- A. Claims Required. As a prerequisite to bringing suit thereon against the Regional Solid Waste Association or any officer, employee, or board of the Regional Solid Waste Association, any claim for money or damages, including claims which would otherwise be excepted by California Government Code Section 905, and which are not governed by any other statutes or regulations expressly relating thereto, shall be presented within the time, and in the manner, prescribed by Part 3 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 900 thereof), as those provisions now exist or shall hereafter be amended, and as further provided by these Procedures.
- B. Form of Claims. All claims shall be made in writing and verified by the claimant or by his or her guardian, conservator, executor or administrator. In addition, all claims shall contain the information required by California Government Code Sections 910 and 910.2 and by any claim form(s) provided by the Regional Solid Waste Association. In order to ensure that sufficient information is provided to facilitate timely processing and investigation of, and action upon, claims, the General Manager is authorized to prepare and provide a standardized Claim Form for use by persons wishing to present claims to the Regional Solid Waste Association.
- C. Filing of Claims. All claims and applications for leave to file a late claim presented to the Regional Solid Waste Association shall be filed with General Manager by any of the means set forth in the California Government Code Section 915. Such claims and applications may be submitted to the General Manager electronically via electronic mail at the electronic mail address or addresses specified by the General Manager.

- D. Claim Prerequisite to Suit. In accordance with California Government Code Sections 935(b), 945.4, and 945.6, all claims shall be presented as provided in these Procedures and acted upon by the Regional Solid Waste Association prior to the filing of any action on such claims and no such action may be maintained by a person who has not complied with the requirements of this Section.
- E. Suit. Any action brought against the Regional Solid Waste Association upon any claim or demand shall conform to the requirements of California Government Code Sections 940-949. Any action brought against any employee or former employee of the Regional Solid Waste Association shall conform with the requirements of California Government Code Sections 950-951.

IV. Administrative Procedures for the Processing of Claims.

- A. Insufficient Claims. If the General Manager, or his or her designee, determines that a claim fails to comply substantially with the presentation requirements of Government Code Sections 910 and 910.2, he or she may give written notice of its insufficiency within twenty (20) days in accordance with Government Code Sections 910.8 and 915.4.
- B. Late Claims.
- (1) When a claim is not presented within the time limits prescribed in Government Code Section 911.2, the General Manager, or his or her designee, is authorized to return the claim without further action, in accordance with California Government Code Section 911.3.
 - (2) All applications for leave to file a late claim made pursuant to California Government Code Section 911.4 shall be forwarded to the Board of Directors to be acted upon in accordance with California Government Code Section 911.6. The General Manager, or his or her designee, shall give written notice of the Board of Directors' action upon any such application within forty-five (45) days of the application in accordance with California Government Code Sections 911.8 and 915.4.
- C. Acceptance, Settlement and/or Denial of Claims.
- (1) Upon receipt of a timely and sufficient claim, the General Manager may either (a) reject the claim in whole (b) settle the claim as authorized in these Procedures, or (c) present the claim to the Board of Directors for action thereon. The acceptance and/or settlement of any claim, in whole or in part, shall be subject to the review and approval of the Board of Directors, except as provided in subsection IV.C(2), below. The General Manager shall make a report to the Board of Directors of all claims rejected or settled by the General Manager or his or her designee. The Board of Directors may re-examine any previously rejected claim in accordance with California Government Code Section 913.2.
 - (2) The General Manager is authorized to review, grant, deny, handle and process any claims made against the Regional Solid Waste Association for contract or liability

damages, or other similar damages. The General Manager is authorized to settle such claims not otherwise covered by insurance by payment of a sum not to exceed \$10,000 per claimant with the consent of the Chairperson, provided sufficient funds have been authorized in the annual budget adopted by the Board of Directors for payment thereof. In the event a claim results in litigation, the Association's General Counsel shall review and provide direction regarding such matters and shall have settlement approval authority within the same limits.

- (3) Upon action on a claim by either the General Manager (or designee) or the Board of Directors, the General Manager, or his or her designee, shall give written notice of such action within forty-five (45) days after the claim is presented in accordance with California Government Code Sections 913 and 915.4.
- (4) The Treasurer/ Financial Fiduciary of the Regional Solid Waste Association is hereby directed to make payments in accordance with the decisions made pursuant to these procedures upon written direction of the General Manager.

Item 6.A.

CITY OF NATIONAL CITY MEMORANDUM

TO: James H. Eggart, RSWA General Manager/General Counsel
FROM: Phillip Davis, Financial Analyst
DATE: November 17, 2022
SUBJECT: Regional Solid Waste Association's Investment Report

BACKGROUND

A quarterly investment report shall be submitted to the Regional Solid Waste Association (RSWA) Board. The report shall include information in accordance with Section 53646(b) of the California Government Code.

RESULTS

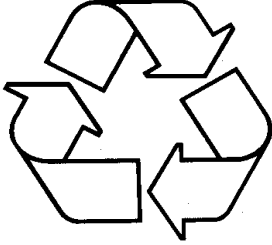
The invested RSWA cash balance as of October 31, 2022 was \$383,412.

The cash activities of RSWA are accounted for in a separate fund (Fund 730) within the City of National City's general ledger. Investment earnings are allocated to RSWA on a monthly basis, based upon RSWA's cash balance as a percentage of the City's overall cash balances.

RSWA's cash balance is available on an "on demand" basis with immediate liquidity. The most recent Investment Report for quarter ended June 30, 2022 was accepted by the City Council on September 6, 2022 and reviewed at the October 6, 2022 RSWA meeting. The City of National City Council will consider the Investment Report for quarter ending September 30, 2022 at its December 6th meeting

RSWA is in compliance with its adopted investment policy and California Government Code.

Item 6.B.



**REGIONAL SOLID WASTE
ASSOCIATION**

Member Agencies: Cities of Del Mar, Encinitas, Escondido,
National City, Poway, Solana Beach, and Vista

To: RSWA Board Members
From: General Manager James H. Eggart
Subject: Second Quarter FY 22/23 Budget and Expenditure Status – Item 6.B.
Date: RSWA Agenda December 1, 2022

Attached for your information are the following reports:

The Financial Status Report as of October 31, 2022 (Second Quarter FY 2022/2023) which shows a Fund Balance for the Second Quarter in the amount of \$383,412.

The RSWA Cash Activity Report as of October 31, 2022.

CITY OF NATIONAL CITY

MEMORANDUM

TO: James H. Eggart, RSWA General Manager/General Counsel

FROM: Phillip Davis, Financial Analyst

DATE: November 17, 2022

SUBJECT: Regional Solid Waste Association's Budget Status

Attached are the Financial Status Report and Cash Activity Report for the Regional Solid Waste Association (RSWA) for the fiscal year (FY) 2022-23. The attached reports present activity from July 1, 2022 through October 31, 2022.

REVENUES

Year-to-date (YTD) activity includes actual revenue of \$150,926 which represents 50 percent of the FY 2022-23 budgeted revenue. Actual revenues are consistent with what would be expected at the end of the second quarter.

EXPENDITURES

The YTD activity includes actual expenditures through October 31, 2022, totaling \$90,146 which represents 20.12 percent of the FY 2022-23 budgeted amount. The actual expenditures are consistent with what would be expected at this time.

FUND BALANCE

The total fund balance as October 31, 2022 is \$383,412 which includes a balance of \$80,000 set aside and reserved for two household hazardous waste facility closures in the future.

**REGIONAL SOLID WASTE ASSOCIATION
FY 2022-2023 FINANCIAL STATUS REPORT
AS OF OCTOBER 31, 2022**

	<u>ANNUAL BUDGET</u>	<u>ACTUAL THRU 10/31/2022</u>	<u>% of Budget</u>
BEGINNING BALANCE (6-30-2022 Fund Balance)	\$ 322,632	\$ 322,632	
GASB 31 FAIR MARKET VALUE ADJ		5,298	
ADJUSTED BEGINNING BALANCE		<u>327,930</u>	
 REVENUES			
DISPOSAL AGREEMENT VOLUME REBATE	301,852	150,926	50.00%
DISPOSAL AGREEMENT AMENDMENT PAYMENT	50,000		
HHW NON-MEMBER	50,000	-	0.00%
INVESTMENT EARNINGS	8,000		0.00%
GASB 31 FAIR MARKET VALUE ADJ	-	(5,298)	0.00%
TOTAL REVENUES	<u>409,852</u>	<u>145,628</u>	35.53%
 EXPENDITURES			
DIRECTOR STIPENDS/PAYROLL PROCESSING	12,000	4,844	40.37%
INSURANCE	8,000	8,166	102.07%
TRAINING, TRAVEL AND MEETINGS	8,000	-	0.00%
AUDIT SERVICES	5,000	-	0.00%
LEGAL SERVICES	30,000	10,000	33.33%
CONSULTANT SERVICES	45,000	11,000	24.44%
REIMBURSEMENTS	1,000	-	0.00%
HHW & ORGANIC EDUCATION	49,000	49,000	100.00%
HHW PERMITS	5,000	2,578	51.56%
HHW FACILITY SECURITY & PHONE	3,250	3,248	99.94%
WEBSITE MAINTENANCE	1,310	1,310	100.00%
SPECIAL PROGRAMS (HHW & ORGANICS)	3,000	-	0.00%
SB 1383 COMPLIANCE FUNDING	65,000	-	0.00%
EQUITY ADJUSTMENT PAYMENT	42,479	-	0.00%
ENVIRONMENTAL ENHANCEMENT PROGRAM	150,000	-	0.00%
TREASURER/CONTROLLER	10,000	-	0.00%
CONTINGENCY	10,000	-	0.00%
TOTAL EXPENDITURES	<u>448,039</u>	<u>90,146</u>	20.12%
 TOTAL ENDING FUND BALANCE	 <u><u>\$ 284,445</u></u>	 <u><u>\$ 383,412</u></u>	
 CASH		 <u>\$ 383,412</u>	
TOTAL ASSETS		<u><u>\$ 383,412</u></u>	
 ACCOUNTS PAYABLE		 <u>\$ -</u>	
TOTAL LIABILITIES		<u><u>\$ -</u></u>	
 FUND BALANCE, UNRESERVED/UNDESIGNATED		 \$ 303,412	
VISTA HHW FACILITY CLOSURE DESIGNATION		40,000	
POWAY HHW FACILITY CLOSURE DESIGNATION		40,000	
TOTAL FUND BALANCE		<u><u>\$ 383,412</u></u>	
 TOTAL LIABILITIES AND FUND BALANCE		 <u><u>\$ 383,412</u></u>	

RSWA Cash Account
JULY 1, 2022 - JUNE 30, 2023

Date	Check #	Name	Description	Deposit	Disbursement	Cash Balance
7/1/2022		BALANCE CARRIED FORWARD FROM 6/30/2022				322,631.80
7/8/2021	359041	WOODRUFF, SPRADLIN & SMART	LEGAL SERVICES (JUL-SEP)		5,000.00	317,631.80
7/8/2021	359041	WOODRUFF, SPRADLIN & SMART	GENERAL MANAGER SVCS (JULY)		2,750.00	314,881.80
7/1/2022		EDCO	EDCO CONTRACT VOLUME REBATE	75,463.02		390,344.82
10/6/2022	360254	WOODRUFF, SPRADLIN & SMART	HHW PHONE REIMBURSEMENT		800.00	389,544.82
7/18/2022	359180	PROGRESSIVE TECHNOLOGY SECURITY SYS	HHW SECURITY SYSTEM MONITORING		2,448.00	387,096.82
7/18/2022	359136	CITY OF DEL MAR	HHW EDUC APPROPRIATION FY22/23		7,000.00	380,096.82
7/18/2022	359137	CITY OF ENCINITAS	HHW EDUC APPROPRIATION FY22/23		7,000.00	373,096.82
7/18/2022	359138	CITY OF ESCONDIDO	HHW EDUC APPROPRIATION FY22/23		7,000.00	366,096.82
7/18/2022	359139	CITY OF NATIONAL CITY	HHW EDUC APPROPRIATION FY22/23		7,000.00	359,096.82
7/18/2022	359141	CITY OF POWAY	HHW EDUC APPROPRIATION FY22/23		7,000.00	352,096.82
7/18/2022	359142	CITY OF SOLANA BEACH	HHW EDUC APPROPRIATION FY22/23		7,000.00	345,096.82
7/18/2022	359143	CITY OF VISTA	HHW EDUC APPROPRIATION FY22/23		7,000.00	338,096.82
7/18/2022	359193	THE SIMPLE WEB SOLUTION	WEBSITE MAINT/HOSTING/DOMAIN FY 22/23		1,309.98	336,786.84
7/12/2022	358979	ALLIANT INSURANCE SERVICES	COMMERCIAL CRIME INSURANCE POLICY		2,605.00	334,181.84
7/12/2022	358993	COUNTY OF SAN DIEGO	UNIFIED PROGRAM FACILITY PERMIT-POWAY		2,578.00	331,603.84
8/15/2022	360075	WOODRUFF, SPRADLIN & SMART	GENERAL MANAGER SVCS (AUG)		2,750.00	328,853.84
9/15/2022	360076	WOODRUFF, SPRADLIN & SMART	GENERAL MANAGER SVCS (SEPT)		2,750.00	326,103.84
10/6/2022	360191	ALLIANT INSURANCE SERVICES	SPECIAL LIABILITY INSURANCE PROGRAM		5,560.88	320,542.96
10/6/2022		EDCO	EDCO CONTRACT VOLUME REBATE	75,463.01		396,005.97
10/13/2022	360425	WOODRUFF, SPRADLIN & SMART	LEGAL SERVICES (OCT-DEC)		5,000.00	391,005.97
10/13/2022	360425	WOODRUFF, SPRADLIN & SMART	GENERAL MANAGER SVCS (OCT)		2,750.00	388,255.97
10/20/2022	DIR DEP	BOARD OF DIR STIPEND PAYMENTS	VARIOUS MEETING DATES		4,844.28	383,411.69
TOTALS				150,926.03	90,146.14	383,411.69