



DATE: July 22, 2020
TO: Waste Management Authority Board
FROM: Tim Rood, WMA Past President
SUBJECT: Executive Director Contract Amendment

SUMMARY

At the WMA meeting in June, the Board approved the annual review for Executive Director Wendy Sommer conducted by Deborah Cox, Shelia Young, Dave Sadoff and me.

Based on her outstanding performance, we recommend a 3% salary increase (CPI of 2.9% + 0.1% merit increase) retroactive to the first pay period for FY 2020-21, and an additional \$1,500 bonus that would not be subject to PERS.

RECOMMENDATION

That the Waste Management Authority Board amend the Executive Director Employment Agreement.

Attachment:

Amendment to Agreement for Employment as Executive Director of the Alameda County Waste Management Authority

**AMENDMENT TO
AGREEMENT FOR EMPLOYMENT AS EXECUTIVE DIRECTOR
OF THE ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY**

This agreement is between the ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY (“Authority”) and Wendy Sommer (“Employee”) and provides:

WHEREAS, Authority hired Employee as Executive Director of the Authority beginning on January 1, 2016 pursuant to an agreement dated September 16, 2015 which was revised and restated effective July 1, 2018 and further amended effective July 1, 2019 (“Employment Agreement”); and

WHEREAS, Authority desires to continue to employ Employee as Executive Director and amend the Employment Agreement based on Employee’s positive annual review for 2020 by increasing Employee’s salary by 3% to \$272,120 per year effective the start date of the new fiscal year (June 28, 2020) and providing a one-time bonus of \$1500 that is not subject to PERS.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. Section 5 of the Employment Agreement is amended as shown below:

5. SALARY.

Effective ~~July 1, 2019~~ **with the 2020-21 fiscal year** Authority agrees to pay Employee ~~\$264,194 (Two hundred sixty four thousand and one hundred ninety four dollars)~~ **\$272,120 (Two hundred seventy-two thousand and one hundred twenty dollars)** per annum (“salary”) for her services, payable in installments at the same time as other employees of the Authority are paid. Authority may increase this base salary annually based on the results of performance evaluation as described in Section 7. In the event the Board does not hold such evaluation prior to the end of the calendar year, the base salary shall be increased on the next anniversary of the Effective Date by the California CPI for Urban Wage Earners and Clerical Workers for the most recent 12 months between June and June as calculated by the Department of Industrial Relations as authorized by Government Code §§ 3511.1 and 3511.2. Payment will be retroactive to the pay period closest to ~~October~~ **July** 1st, which is consistent with the time that other employees receive salary increases.

2. Section 6 of the Employment Agreement is amended as shown below:

6. BENEFITS.

Employee shall retain all benefits accrued from her past employment by Authority and receive the same benefits as received by other Authority employees and shall have an additional 20 hours of management leave and a

\$400 per month transportation allowance. **For fiscal year 2020-21 Employee shall receive a one-time bonus of \$1500 to be paid in a lump sum no later than August 31, 2020 and categorized as "Other Pay" in the Authority - payroll system.**

3. All other terms of the Employment Agreement remain in full force and effect.
4. This Agreement shall be executed simultaneously in three counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WMA:

By: _____ Date: _____
Deborah Cox, President
Alameda County Waste Management Authority

APPROVED AS TO FORM:

By: _____ Date: _____
Richard S. Taylor
Authority Counsel

EMPLOYEE:

By: _____ Date: _____
Wendy Sommer