DATE: June 22, 2022
TO: Waste Management Authority Board
FROM: Shelia Young, WMA President
SUBJECT: Executive Director Contract Amendment

SUMMARY
At the WMA meeting in May, the Board reviewed the annual performance evaluation for Executive Director Timothy Burroughs. The performance evaluation was conducted by an Evaluation Team that included Board Members Dianne Martinez (1st Vice President), Bob Carling (2nd Vice President), Deborah Cox (immediate Past President), and me.

Based on his outstanding performance and input from the full Board, the Evaluation Team recommends a 5.2% salary increase ($13,520) effective the first pay period for FY 2022-23. This recommended salary adjustment is consistent with the most current Consumer Price Index (CPI). In addition, the evaluation team recommends that the employment agreement be amended to direct that the annual performance evaluation occur in May of each year, so that any amendments to the employment agreement may be considered by the full Board at a public meeting in June in alignment with the end of the fiscal year.

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 (“WMA”) and Timothy Burroughs (“Employee”) and provides:

WHEREAS, WMA hired Employee as Executive Director of WMA beginning on July 12, 2021, pursuant to an agreement dated May 20, 2021 (“Employment Agreement”); and

WHEREAS, WMA desires to continue to employ Employee as Executive Director and amend the Employment Agreement based on Employee’s positive annual review for 2022 by increasing Employee’s salary by 5.2% from $260,000 per year to $273,520 per year effective July 1, 2022, revising the month of Employee’s annual performance evaluation from July to May, and making clarifying edits to conform the content of the agreement.

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.

   (a) Beginning on the Effective Date Effective July 1, 2022, WMA agrees to pay Employee $260,000 (Two hundred sixty thousand dollars) $273,520 (Two hundred seventy three thousand five hundred twenty dollars) per annum (“salary”) for his services, payable in installments at the same time as other employees of WMA are paid. WMA may increase this base salary based on the results of the performance evaluation as described in Section 7.

   (b) In the event the Board does not hold a performance evaluation as described in section 7 prior to the end of the calendar fiscal year (year ending June 30), Employee’s base salary shall be increased 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 sections 3511.1 and 3511.2. Payment will be retroactive to the pay period closest to July 1 of that calendar year, which is consistent with the time that other employees receive salary increases.

2. Section 7 of the Employment Agreement is amended as shown below:

   7. PERFORMANCE EVALUATION.

   (a) Each year in July May, Employee will cause to be placed on the WMA agenda a “closed session” for the purpose of the performance evaluation. Prior to that closed session the President of the WMA Board in consultation with other Board officers and one other member of the Board shall evaluate Executive Director Employee’s performance based on the Executive Director job description and performance objectives for
that year, and present the results of the evaluation to the WMA Board in closed session and shall present any amendments to this agreement proposed by Employee or a member of the Board in a closed session for the Board to provide direction to an agency negotiator concerning the proposed amendments. As part of the Employee’s evaluation process, Employee and the WMA Board shall establish performance objectives for Employee for the following year.

(b) The parties agree to fully comply with the Government Code sections that are part of AB 1344 (and as subsequently amended), and to fully comply with other applicable law. AB 1344, as subsequently amended, includes Government Code sections 3511.1-3511.2 and 53243-53243.4.

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.

5. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

WMA:

By: ___________________________________ Date: __________________________

Shelia Young, President
Alameda County Waste Management Authority

APPROVED AS TO FORM:

By: ___________________________________ Date: __________________________

Richard S. Taylor
Authority Counsel

EMPLOYEE:

By: ___________________________________ Date: __________________________

Timothy Burroughs