



**DATE:** June 28, 2023  
**TO:** Waste Management Authority Board  
**FROM:** Bob Carling, WMA Interim President  
**SUBJECT:** Executive Director Contract Amendment

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### **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 Francisco Zermeño (2nd Vice President), Jack Balch (Energy Council President), Shelia Young (immediate Past President), and me.

Based on his outstanding performance and input from the full Board, the Evaluation Team recommends a 5.0% salary increase (\$13,676) for fiscal year 2024, effective the first pay period for FY 2024. In addition, the evaluation team recommends that the employment agreement be amended to reflect that he shall earn 80 hours per year of management leave.

### **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

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**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 amended in 2022; 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 2022/23 by increasing Employee’s salary by 5.0% from \$273,520 per year to \$287,196 per year effective June 25, 2023 (first pay period in July consistent with pay adjustments for Authority staff).

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

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

5. SALARY.

- (a) Effective July 1, 2023, WMA agrees to pay Employee ~~\$273,520 (Two hundred seventy three thousand five hundred twenty dollars)~~ **\$287,196 (Two hundred eighty seven thousand one hundred ninety six 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.

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

6. BENEFITS.

Upon the Effective Date, Employee shall accrue vacation at the rate of 6.154 hours per pay period (currently the top tier for vacation accruals), retain all benefits accrued from his current employment by WMA, and continue to receive the same benefits as received by other WMA employees in exempt positions **except that he shall earn 80 hours per year of management leave.**

3. All other terms of the Employment Agreement remain in full force and effect.
4. 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.

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**WMA:**

By: \_\_\_\_\_  
Bob Carling, Interim President  
Alameda County Waste Management Authority

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Richard S. Taylor  
Authority Counsel

Date: \_\_\_\_\_

**EMPLOYEE:**

By: \_\_\_\_\_  
Timothy Burroughs

Date: \_\_\_\_\_