VENTURA REGIONAL SANITATION DISTRICT
4105 WEST GONZALES ROAD, OXNARD, CA 93036-2748
A Public Waste Management Agency

October 15, 2026

Board of Directors
Ventura Regional Sanitation District
Ventura, California

CONSIDER AMENDING COMPENSATION TERMS OF CONTRACT NO. 25-006 GENERAL MANAGER EMPLOYMENT AGREEMENT

RECOMMENDATION

It is recommended that the Board:

A. Discuss amending the Compensation Terms of the General Manager's Employment Agreement, Contract No. 25-006; Propose amendments, if any, to agreement by motion; Board Vote on any proposed motion; and Direct amendments, if any, as approved by Board; and

B. If the Board directs an Amendment to the General Manager's compensation, then Approve and Authorize the Board Chair to sign Contract Amendment No. 1 to Contract No. 25-006, Employment Agreement with Eric Zetz, General Manager, reflecting amendments approved in item A above.

C. Provide necessary Direction to VRSD staff following above actions.

FISCAL IMPACT

Funding for any contract adjustment within the adopted pay scale for the General Manager position is included in the FY 2027-28 Adopted Budget.

BACKGROUND/ANALYSIS

Mr. Zetz was hired by the Board as General Manager under Contract No. 25-006 effective August 18, 2025, at an annual salary of $236,038.40 per year (step 1 of the adopted pay scale for the General Manager position). The initial salary scale for the General Manager was subsequently amended by Board actions related to the adoption of the Compensation Study on February 19, 2026 as well as to the annual organization-wide inflationary adjustment (a.k.a. Cost of Living Adjustment).

At its regular meeting on September 17, 2026, the Board conducted a closed session pursuant to Government Code Section 54957 Public Employee Performance Evaluation - General Manager. Following the performance evaluation, the Board convened in open session and directed VRSD staff to place an item on the next regular Board meeting agenda to discuss any corresponding salary compensation changes to the General Manager's Employment Agreement based on their closed session discussion .

The Board will have the opportunity to discuss salary compensation changes for the General Manager based on their closed session performance evaluation of the General Manager and, if the Board reaches agreement on an amendment, consider approval of Contract Amendment No. 1 to Contract No. 25-006 reflecting the amendment to the compensation or salary amount.

To facilitate this Board discussion, the following information is provided:

a. The current adopted salary scale for the position of General Manager is between $249,849.60 (Step 1) and $304,886.40 (Step 21);

b. Each step in the salary scale augments the annual compensation amount by one-percent (1%);

c. Advancements throughout the salary scale typically occur in five-percent (5%) increments, although the Board has full discretion on placement within the adopted salary scale.

d. Salary adjustments typically occur after completion of a 12-month period. Mr. Zetz completed the 12-months on August 17, 2026.

e. Mr. Zetz is currently at Step 1 of the 21 Step the salary scale.

This letter and the associated amendment have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4646 or via email at TinaRivera@vrsd.com.

ALVERTINA RIVERA, DIRECTOR OF FINANANCE/ADMINISTRATIVE SERVICES

APPROVED FOR FISCAL IMPACT: Alvertina Rivera
Alvertina Rivera, Director of Finance/Administrative Services

APPROVED FOR AGENDA: _____
Eric Zetz, General Manager

Attachments: 1. Proposed Amendment 1 General Management contract
2. General Management Contract

Item# 6

VENTURA REGIONAL SANITATION DISTRICT

AMENDMENT NO. 1 TO CONTRACT NO. 25-006
EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

This Amendment to Ventura Regional Sanitation District Contract No. 25-006 ("Employment Agreement") entered as of July 17, 2026 by and between the Ventura Regional Sanitation District ("District,") a special district authorized by Health & Safety Code §4700 et seq., and Eric Zetz, an individual ("Theisen" or "General Manager.") Together, District and Zetz shall be referred to herein as Parties.

RECITALS

WHEREAS, the District and Zetz entered into an Employment Agreement for General Manager on July 17, 2026, where the District offered and Zetz accepted employment as General Manager of the District with a starting annual base salary of $236,038.40, payable in installments in like manner with other District management employees; and

WHEREAS, on September 17, 2026, following the District Board of Directors' performance evaluation of the General Manager, the District Board of Directors voted to amend this Employment Agreement by increasing the annual base salary of the General Manager by ____%, which resulted in an annual base salary of $____; and

WHEREAS, Parties agree that these changes can be made operative through an amendment to the Employment Agreement as permitted in Section 4.B.

AMENDMENT TERMS AND CONDITIONS

NOW THEREFORE, the Parties hereby agree, based on the foregoing recitals and the valuable consideration set forth here and in the Employment Agreement, that the Employment Agreement shall remain in full force and effect except that Section 4.A. regarding salary shall be replaced in its entirety with the following:

A. Compensation

District agrees to pay General Manager an annual base salary of $_____ , effective the first full pay period after _____, payable in installments at the same time that the other District management employees are paid. Such annual base salary is Step ___ of the 21 Step the District Board of Directors approved salary schedule for the General Manager position.

TO EVIDENCE THEIR AGREEMENT to the foregoing Amendment, the Parties have executed this Agreement Amendment on the day and year first above written.

VENTURA REGIONAL SANITATION DISTRICT

By:_____
Christina Villasenor, Chairperson
Board of Directors

ERIC ZETZ

By:_____
Eric Zetz
General Manager

ATTEST:

_____
Mayra Rodriguez
Clerk of the Board

APPROVED AS TO FORM:

By:_____
Robert N. Kwong, Legal Counsel
Nossaman LLP

VENTURA REGIONAL SANITATION DISTRICT

CONTRACT NO. 25 -006

EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

This Agreement is made July 17, 2025, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq*. ("District") and ERIC ZETZ ("General Manager"). Together, District and General Manager shall be referred to herein as Parties.

RECITALS

WHEREAS, the District has a need to fill its general manager position with someone who is qualified and experienced in leading a regional sanitation district with solid waste and wastewater facilities and commitments; and

WHEREAS, the District, with the assistance of Ralph Anderson & Associates, an executive search firm consultant, conducted a robust general manager recruitment and careful candidate review and interview process with its Board of Directors to determine its next general manager; and

WHEREAS, the District, through its Board of Directors, selected Eric Zetz to be its next general manager; and

WHEREAS Ralph Anderson & Associates, on behalf of the District, and the General Manager have reached oral agreement on the terms and conditions of employment; and

WHEREAS the District's executive search firm consultant and negotiator recommends that the District approve and authorize this Agreement; and

WHEREAS this Employment Agreement is entered into in accordance with the terms and conditions in Article X, Sections 1 and 3 of the Ventura Regional Sanitation District Bylaws; and

WHEREAS the District and General Manager desire to put their employment agreement into writing and provide the General Manager with a written employment agreement.

NOW THEREFORE, the District and General Manager, based upon the Recitals above and for the valuable consideration specified below, agree as follows:

AGREEMENT

1. EMPLOYMENT & TERM.

The District hereby employs Eric Zetz as General Manager and Eric Zetz hereby accepts employment with the District beginning on or before August 18, 2025. This Agreement shall

remain in full force and effect from August 18, 2025, until terminated by the District or General Manager as provided in Section 8 of this Agreement.

2. DUTIES & AUTHORITY OF GENERAL MANAGER.

A. General.

General Manager is the chief executive officer of District and shall faithfully perform the duties as prescribed in the job description set forth in the District Board of Directors Bylaws, Article X. In this capacity, General Manager is authorized to and shall perform all services, acts or other things necessary or reasonably advisable to manage, sustain, and conduct the short and long-term operations of the District to achieve its statutory and District Board of Directors-established policies and programs subject to all relevant and applicable federal, state and local laws, ordinances, regulations and requirements.

B. Devotion and Fiduciary Duty to District's Affairs.

(1) The General Manager shall devote his entire productive time, ability, and attention to District's business and affairs during the term of this Agreement and perform the duties of the District with reasonable care, diligence, skill, and expertise.

(2) The General Manager shall not engage in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without prior written consent from the District's Board of Directors.

(3) This Agreement shall not be interpreted to prohibit General Manager from making passive personal investment or conducting private business affairs, if those activities do not materially interfere or conflict with the services required under this Agreement and are in full compliance with all laws and regulations pertaining to public employee conduct and conflict of interest. However, the General Manager shall not directly or indirectly acquire, hold, or retain any interest in any business, partnership, joint venture, or other business entity which provides solid waste, wastewater, or water services of a nature similar to the services provided by the District.

(4) General Manager acknowledges and agrees to abide by the terms and conditions of the California Political Reform Act (Government Code § 87100 *et seq*.) and the Fair Political Practices Commission regulations (tit. 2, Cal. Code of Regs., § 18701 *et seq*.) and other provisions in state law regarding conflicts of interest.

3. OBLIGATIONS OF DISTRICT.

The District shall provide the General Manager with the compensation, benefits, and expense reimbursement specified below. The District will provide the General Manager with an office, and other facilities and services suitable for this position and adequate for the performance of the general managerial duties.

4. COMPENSATION.

A. Initial Compensation

The District agrees to pay General Manager an initial annual base salary of $236,038.40, which is Step 1 of the 21 Step District Board of Directors approved salary schedule for the General Manager position, payable in installments at the same time that the other management employees of the District are paid.

B. Merit Increases

Pursuant to Section 7 below and the corresponding District Policy 3.1.02 (Performance Evaluation Policy, General Manager), the District's Board of Directors shall conduct annual evaluations of the General Manager's performance during the preceding year and make appropriate adjustments to his compensation.

C. Cost of Living Adjustments (COLAs)

Pursuant to District Board of Director's Resolution No. 22-09 (Resolution of the Ventura Regional Sanitation District Board of Directors Providing for Base Salary Increases to Non-Represented Employees for the Period of January 2022 to July 2027) and the District Compensation Philosophy approved by the Board of Directors on June 19, 2025, beginning in the Fiscal Year 2026-27 and each year thereafter, the General Manager's annual base salary shall be increased on the basis of the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI) less one-half (1/2) of a percent. The minimum and maximum increase per year (or range of possible annual base salary increase) shall be between 0% and 4.5%, respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

D. The District shall have the right to deduct or withhold from the compensation due the General Manager hereunder any and all sums required for federal income tax and all state or local taxes now applicable or that may be enacted and become applicable in the future.

E. Parties acknowledge and agree that the District, as of July 2025, is in the process of conducting a class and compensation study of all District positions, including for the General Manager position ("2025 Compensation Study"), with an expected date of completion on or before December 30, 2025. Parties further acknowledge and agree that the results of the 2025 Compensation Study may have an impact on the compensation specified above. Thus, the Parties further acknowledge and agree that the District's Board of Directors and the General Manager shall meet and confer in good faith to determine how the 2025 Compensation Study will or will not be applied to the General Manager position. This provision shall be superseded by any future class and compensation studies authorized by the District Board of Directors.

5. HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS.

A. Benefits, Generally.

Throughout the term of this Agreement, General Manager shall receive all other benefits of employment generally available to District unrepresented employees, including, but not limited to, medical, dental, and life insurance, paid holidays, and retirement programs. General Manager, however, is responsible for all of the General Manager's share of the Ventura County Employees' Retirement Association ("VCERA") retirement program payment subject to applicable state laws and regulations.

B. Comprehensive Annual Leave ("CAL").

Subject to the provisions of this paragraph, the General Manager shall be entitled to comprehensive annual leave ("CAL") pursuant Section 404 – Comprehensive Annual Leave Program in the District's Personnel and Salary Ordinance, Ordinance VRSD-97. General Manager shall accrue CAL at 8.28 hours per pay period for the first six (6) years of employment under this Agreement. Beginning in year seven (7) of employment under this Agreement, the CAL accrual rate will increase to 8.59 hours and will increase with each successive year of employment under this Agreement until the maximum CAL accrual rate of 9.82 hours has been reached in accordance with the schedule in Section 404 of the District's Personnel and Salary Ordinance, Ordinance VRSD-97. The General Manager will be eligible to cash out a portion of unused CAL subject to District policies.

C. Severance Compensation.

If the General Manager's employment is terminated for reasons other than the causes listed below and other than by resignation, General Manager shall receive within thirty (30) days of his last day of employment, a lump-sum severance payment equal to his then-current gross biweekly salary for six (6) biweekly pay periods of his then-current base salary.

The above-provided severance compensation will not be available to the General Manager in instances where termination is for any of the following causes:

(1) Willful destruction or misuse of District property;

(2) Drunkenness on duty, whether by alcohol or non-prescription drugs;

(3) Willful violation of the State or Federal anti-discrimination laws concerning race, religious creed, color, ethnicity, national origin, ancestry, physical handicap, marital status, sex, sexual orientation, or age concerning either members of the general public or District employee(s) while acting in the course and scope of employment, and while acting without the prior approval or direction of the District;

(4) Willful and unlawful retaliation against any other District officer or employee or member of the general public who in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or directly related thereto;

(5) Willful violation of any conflict of interest or incompatibility of office laws;

(6) Performance of outside business interests which directly conflict with the activities and duties as District General Manager;

(7) Conviction of a felony or conviction of a misdemeanor involving moral turpitude (a conviction following a plea of *nolo contendere* is deemed a conviction); or

(8) Habitual and willful neglect of duty.

D. Maximum Case Settlement.

If this Agreement is terminated by either party, the maximum cash settlement that General Manager may receive shall not exceed the amount allowed pursuant to California Government Code sections 53260 and 53264 and subsection 5.C. above, and this provision shall be interpreted consistently with these statutes and Agreement terms.

6. BUSINESS, TRAVEL, AND CONFERENCE EXPENSE.

In accordance with established District procedures and approved budgets, General Manger shall receive reimbursement for the actual and necessary expenses he incurs for attendance at such meetings, luncheons, dinners, ceremonies, conferences, seminars, and other events as required or beneficial in the official performance of the duties of General Manager.

7. EVALUATION PROCEDURE.

Both the District and the General Manager acknowledge that the employment relationship between the District and General Manager is a special, at-will employment relationship, which is especially important to the District. This special relationship requires regular communication and feedback from and to both Parties. Therefore, Parties agree to abide by the terms and conditions of District Policy No. 3.1.02, Performance Evaluation – General Manager as the governing document for the General Manager's performance evaluation.

8. TERMINATION.

District, by this Agreement, employs General Manager as an at-will employee. Subject to the terms and conditions set forth herein, District, at its sole discretion, may terminate this Agreement and the employment hereunder at any time, with our without cause, by providing General Manager with thirty (30) days' written notice of the District's intent to terminate this Agreement; provided that if the termination is for a cause listed in subsection 5.C. above, the written notice thereof shall be effective immediately upon delivery. This Agreement may be terminated by General Manager at any time for any reason upon thirty (30) days' written notice of termination to the District Board of Directors.

9. MISCELLANEOUS PROVISIONS.

A. Severability.

All promises contained herein are severable, and in the event any of them shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid promise(s) were not contained herein.

B. Law Governing Agreement and Forum.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any action relating to this Agreement shall be the Ventura County Superior Court.

C. Attorney's Fees and Costs.

If any action at law or in equity is necessary to enforce or to interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which the party may be entitled.

D. Entire Agreement.

This Agreement sets forth the entire agreement of the parties and may not be changed orally, but only by an agreement in writing signed by the parties against whom any enforcement, waiver, change, modification, extension, or discharge is sought. This Agreement supersedes all prior memoranda, agreements and understanding of the parties hereto. The General Manager specifically acknowledges that no other promises, commitments, inducements, or agreements other than as set forth herein have been made to the General Manager with respect to the duration or opportunities of General Manager's employment.

E. Precedence.

In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the District's policies, ordinances or rules and regulations, or any permissive state or federal law, then the terms of this Agreement shall take precedence over contrary provisions of the District's policies, ordinances, rules and regulations or any such permissive law during the term of this Agreement, unless otherwise prohibited by law.

F. Modification.

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

G. Confidentiality

1. General Manager agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by General Manager under this Agreement, or any information made available to General Manager by District, shall be revealed, disseminated or made available by General Manager to any person or entity other than District without the prior written consent of District, unless required by applicable federal or state law, which shall include, but not be limited to, the California Public Records Act (Gov. Code §7920.000 *et seq*.) and the Brown Act Open Meetings Law (Gov. Code §54950 *et seq*.). All work, analyses, data, calculations, drawings, and other documents developed, prepared, completed or acquired by General Manager during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

2. The General Manager shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, etc.) of all work completed as part of this Agreement. Such files shall not be protected, encrypted, or otherwise have their access restricted.

3. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the General Manager shall be the property of the District and under the ownership of the District.

H. Dispute Resolution

If the General Manager and the District have a dispute concerning the terms and conditions of this Agreement, including but limited to, the payment of sums pursuant to this Agreement, the Parties agree that General Manager shall file a written claim with District. The District shall respond in writing within forty-five (45) days or, within thirty (30) days, request additional documentation and respond within fifteen (15) days after said request. Parties will agree to work in good faith toward a mutually agreeable resolution.

I. Assignment

This Agreement is a personal service contract, and the general managerial work hereunder shall not be delegated or assigned by the General Manager to any person or entity without the prior written consent of the District. Breach of this provision shall be grounds for immediate termination of this Agreement.

J. Force Majeure

Neither the General Manager nor District shall be liable or deemed to be in default for any delay or failure in performance under this Agreement due to interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the General Manager or District.

K. No Waiver

No failure or delay by the District in asserting any of the District's rights and remedies as to any default of the General Manager shall operate as a waiver of the default, of any subsequent or other default by the General Manager, or of any of the District's rights or remedies. No such delay shall deprive the District of its right to institute and maintain any action or proceeding which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

L. Indemnification.

Beyond that required under Federal, State or local law or regulation, the District shall defend, save harmless, and indemnify the General Manager against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of General Manager's official duties as General Manager for the District or resulting from the exercise of judgment or discretion in connection with the performance of District program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The General Manager may request, and the District shall not unreasonably refuse to provide independent legal representation at District's expense and District may not unreasonably withhold approval. Legal representation, provided by the District to the General Manager, shall extend until a final determination of the legal action including any appeals brought by either party. The District shall indemnify General Manager against any and all losses, damages judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by General Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her official duties. Any settlement of any claim must be made prior to approval of the District, as the employer in this Agreement, in order for indemnification, as provided in this Section, to be available.

General Manager recognizes that District shall have the right to compromise and unless the General Manager is a party to the suit which General Manager shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to General Manager. Further, the District agrees to pay all reasonable litigation expenses of General Manager throughout the pendency of any litigation to which the General Manager is a party, witness, or advisor to the District. Such expense payments shall continue beyond General Manager's service to the District as long as litigation is pending. Further, the District agrees to pay the General Manager reasonable consulting fees and travel expenses when General Manager serves as a witness, advisor, or consultant to the District regarding pending litigation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Executed this 14 day of July 2025

Eric Zetz

Eric Zetz (Jul 14, 2025 09:58 PDT)

Eric Zetz

VENTURA REGIONAL SANITATION DISTRICT

Executed this 17 day of July 2025

Christina Villaseñor

Christina Villaseñor (Jul 18, 2025 12:40 PDT)

Christina Villaseñor, Vice Chairperson for
David Newman, Chairperson
of the Board of Directors

ATTEST:

Alvertina Rivera

Alvertina Rivera (Jul 17, 2025 15:52 PDT)

Alvertina Rivera, Finance Director for
Mayra Rodriguez
Clerk of the Board

APPROVED AS TO FORM:

Robert N Kwong

Robert N Kwong (Jul 18, 2025 15:32 PDT)

Robert N. Kwong
NOSSAMAN LLP