

SOLANO COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Solano County Administrator Employment Agreement ("Agreement") is made on September 23, 2025, between the County of Solano, a political subdivision of the State of California, ("County"), and Ian Goldberg, an individual, ("Goldberg").

RECITALS

A. The County of Solano is a public entity organized under the laws of the State of California providing a full range of services to the residents of the County. The County requires the services of a county administrator to oversee the County's administrative services, coordinate the efforts of all the County's departments and agencies in the provision of public services to the residents of the County consistent with the mission of the Board of Supervisors of the County ("Board"), and to otherwise perform the duties of a county administrator as set forth in state law and in Solano County Code sections 2-40 through 2-47.

B. Goldberg is a duly qualified individual who has the knowledge and skills in public administration, demonstrated administrative ability, and knowledge of public budgeting, personnel, finance, and organization to provide the management and administrative services for a general law county required under this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Employment Term.** The County hereby appoints Goldberg as County Administrator, and Goldberg accepts such appointment, as of September 30, 2025 (the "Effective Date"), and terminating September 29, 2029. Goldberg shall be considered to have resigned his position as Assistant County Administrator as of the Effective Date.

2. **Scope of Services.** Goldberg will serve as the County Administrator and perform such services as set forth in the statutes of the State of California, Sections 2-40 through 2-47 of the Solano County Code, and to perform other legally permissible and proper duties and functions consistent with the office of the County Administrator of the County of Solano as the Board shall from time-to-time assign.

3. **Outside Activities.** Goldberg agrees to give full attention to County Administrator's duties and will not engage in any outside employment or business activities which might conflict with these duties. This limitation shall not include occasional teaching, writing, or consulting performed during the County Administrator's vacation or other time off. Any other exceptions must be requested and approved in writing by the Board in advance.

4. **Performance Review.** Reviews of Goldberg's performance shall take place as often as the Board deems appropriate.

5. **Compensation.**

5.1 **Salary.** Goldberg will receive an initial base salary of \$365,340, prorated and paid on the County's normal pay periods. Goldberg is entitled to the same percentage increase in his pay for any inflation or similar market adjustments that the County provides to Unit 61 Executive Management.

5.2 Salary Until Reappointment or Successor Appointed. Unless terminated earlier, following the expiration of the four-year term in Section 1, Goldberg shall continue to serve as County Administrator and continue to receive the salary and benefits set forth in this Section 5, until he is reappointed or a successor is appointed by the Board.

5.3 Benefits. Except as expressly modified by this Agreement, Goldberg shall receive the same benefits provided by the County to Unit 61 Executive Management, including a biweekly automobile allowance at Level 1.

5.4 Leave. Goldberg will receive the same vacation leave provided by the County to Unit 61 Executive Management to a maximum of 600 hours of accrued leave. Goldberg is further entitled to all other leave benefits that the County provides to Unit 61 Executive Management. Goldberg will request approval from the Board Chair prior to scheduling vacations that exceed three consecutive weeks.

5.5 Expenses

5.5.1. Meetings and Conferences. The County acknowledges the importance of the County Administrator's participation in professional national, regional, state, and local associations, organizations, and continuing education programs to support the County Administrator's professional development and benefit the County. Accordingly, the County agrees to budget for and pay the County Administrator's reasonable expenses incurred while attending such meetings and programs, provided they are included in the approved annual budget.

Additionally, the County shall pay the membership dues for the County Administrator's participation in the County Administrative Officers Association of California ("CAOAC"), the National Association of County Administrators ("NACA"), and the International City/County Management Association ("ICMA").

5.5.2 Cell phone allowance. County shall provide Goldberg with a cell phone allowance of \$150, or an amount equal to the monthly allowance provided to Unit 61 Executive Management, whichever is greater.

5.6 Other Benefits: Should additional benefits be available generally to Unit 61 Executive Management employees other than those in effect at the commencement of this Agreement, Goldberg shall be entitled to receive those same additional benefits.

6. Termination and Severance.

6.1 Termination by County for Convenience. The position of County Administrator is an at-will employment and the incumbent serves at the pleasure of the Board. Pursuant to Section 2-42 of the Solano County Code, the Board may provide the County Administrator 90 days' written notice to terminate this Agreement which may occur at any time after a public meeting, properly noticed under the Brown Act, except that the County Administrator shall not be removed during the first 120 days following any change in membership of the board of supervisors except upon four-fifths (4/5) vote of the Board. The parties agree that should the Board wish to terminate this Agreement without cause, the Board will first provide the County Administrator an opportunity to separate from County service in lieu of termination and may place County Administrator on administrative leave for up to 90 days following notice of termination during which County Administrator shall be considered in full employment and shall be entitled to all salary,

benefits, and accruals during such 90-day period.

6.2 Termination by County for Cause; No Severance. The Board may terminate this Agreement immediately for cause and Goldberg shall not receive severance. The County will pay Goldberg salary previously earned up to the date of termination and payment for accrued vacation to the extent required by law.

The occurrence of one or more of the following acts or omissions shall constitute sufficient cause to terminate Goldberg without payment of severance: Goldberg's breach of this Agreement, acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.

6.3 Termination by Goldberg. Goldberg may resign from the position of County Administrator or retire from employment at any time. If Goldberg voluntarily resigns or retires from public service, Goldberg shall provide the Board with at least two months' prior written notice, unless the parties mutually agree in writing to a different notice period.

6.4 Severance. The Parties agree that the severance payment obligations of this provision shall apply in lieu of the 90-day notice of intention to remove procedure set forth in Solano County Code section 2-42, which Goldberg voluntarily waives in exchange for the benefits provided in this provision.

If Goldberg is terminated without cause as County Administrator pursuant to Section 6.1 of this Agreement, the County shall provide Goldberg a severance payment equal to six months' salary. The severance payment shall be paid in a lump sum upon the effective date of termination, subject to applicable taxes and withholdings. Notwithstanding the foregoing, in compliance with California Government Code Section 53260, the total severance payment shall not exceed the lesser of: (i) the monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement, or (ii) 18 months' salary.

In addition to the severance payment described above, upon termination for convenience under Section 6.1, Goldberg shall be entitled to payment for all accrued but unused vacation, sick leave, and any other accrued leave balances.

Additionally, following termination without cause under Section 6.1, Goldberg shall continue to receive County health, dental, and other group insurance benefits for a period of six months following the termination date, or until Goldberg finds other employment, whichever occurs first, as provided under Government Code section 53261.

The Parties expressly agree that any expiration of this Agreement pursuant to Section 1 shall not constitute a termination that triggers severance payment obligations. Furthermore, this Agreement is subject to the reimbursement provisions of Government Code sections 53243 through 53243.4, under which Goldberg may be required to reimburse the County as specified in those sections.

7. Best Efforts. Goldberg agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talent perform all the duties that may be required of or from him under the express and implicit terms of this Agreement, the Solano County Code, and applicable law.

8. Abuse of Office. Notwithstanding any provision of this Agreement, if Goldberg is convicted of a crime involving an abuse of his office or position as described in Government

Code section 53243.4, and such conviction arises directly out of conduct materially related to the exercise or misuse of his official duties or authority as County Administrator, Goldberg shall reimburse County for any funds paid to Goldberg for salary, legal criminal defense, or severance or cash settlement related to the termination of Goldberg. For avoidance of doubt, a conviction for a crime that is minor in nature or unrelated to Goldberg's performance of his official duties shall not trigger the reimbursement obligations of this Section.

In addition, Goldberg shall fully reimburse County any funds paid for salary during a paid administrative leave pending an investigation into, or funds paid for criminal defense of, charges of abuse of office or position if Goldberg is convicted of such crime.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the whole agreement between the parties and there are no other inducements, promises terms, conditions or obligations made or entered into by the County and Goldberg other than those recited in this Agreement.

9.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties.

9.3 Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

9.4 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, policies, practices, and procedures in performing this Agreement.

9.5 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, with venue for any legal action or proceeding arising from or related to the enforcement or construction of this Agreement to be in the County of Solano.

9.6 Indemnification. The County shall defend and indemnify Goldberg to the full extent of the law as provided by the California Government Claims Act (California Government Code Section 810 *et seq.*), or otherwise. The County will determine, in its sole discretion, whether to compromise or settle any such claim or suit against Goldberg and the amount of any settlement or judgment rendered thereon.

9.7 Construction of Agreement. Each party has fully participated in drafting, negotiating, reviewing, and revising this Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

9.8 Review and Execution of Agreement. Each party acknowledges that it has had the opportunity to read this Agreement and to consult with legal counsel of its choice concerning the terms, conditions, obligations, duties, and responsibilities set forth in this Agreement, and that each party executes this Agreement based on its own analysis and not upon the representations of the other party.

9.9 Copies. A true and correct copy of this Agreement may be enforced on the same basis as the original.

9.10. **Authority.** Every person executing this Agreement on behalf of a party represents and warrants hereby that they have the requisite authority to enter into this Agreement on behalf of such party and to bind the party to the terms and conditions set forth herein.

9.11. **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.

9.12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IAN GOLDBERG:

Dated: _____


COUNTY OF SOLANO:

Dated: September 23, 2025

By: _____
Mitch Mashburn
Chair, Board of Supervisors

Approved as to Form:

Dated: September 18, 2025

By:  _____
Carrie Blacklock
Assistant County Counsel