

RESOLUTION NO. 2012-012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF THOUSAND OAKS APPOINTING CITY ATTORNEY,  
APPROVING COMPENSATION, AND EMPLOYMENT  
AGREEMENT FOR CITY ATTORNEY**

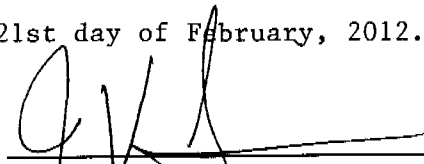
WHEREAS, Section 2-1.501 of the Thousand Oaks Municipal Code provides that the City Attorney shall serve under the direct supervision and control of the Council as its and the City's legal advisor; and

WHEREAS, Section 2-1.502 of the Thousand Oaks Municipal Code provides that the City Attorney shall receive such compensation as determined by the City Council and fixed by Resolution.

NOW, THEREFORE, the City Council of the City of Thousand Oaks does hereby resolve as follows:

1. City Council appoints Tracy Noonan as City Attorney, effective March 19, 2012.
2. The attached Employment Agreement (Exhibit A) is approved for personal services of the City Attorney and the compensation package set forth in the attached Employment Agreement is hereby approved.

PASSED AND ADOPTED this 21st day of February, 2012.

  
\_\_\_\_\_  
Jacqui V. Irwin, Mayor  
City of Thousand Oaks

ATTEST:

  
\_\_\_\_\_  
Linda D. Lawrence, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christopher G. Norman, Interim City Attorney

CERTIFICATION

STATE OF CALIFORNIA     )  
COUNTY OF VENTURA     ) SS.  
CITY OF THOUSAND OAKS   )


I, LINDA D. LAWRENCE, City Clerk of the City of Thousand Oaks, DO  
HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution  
No. 2012-012, which was duly and regularly passed and adopted by said City  
Council at a regular meeting held February 21, 2012, by the following vote:

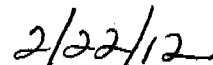
AYES:     Councilmembers Fox, Glancy, and Mayor Irwin

NOES:     Councilmember Bill-de la Peña

ABSENT:   Councilmember Gillette

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of the City of Thousand Oaks, California.

  
\_\_\_\_\_  
Linda D. Lawrence, City Clerk  
City of Thousand Oaks, California

  
\_\_\_\_\_  
Date Attested

## EXHIBIT A

### AGREEMENT OF EMPLOYMENT BETWEEN THE CITY OF THOUSAND OAKS AND THE CITY ATTORNEY

THIS EMPLOYMENT AGREEMENT is made this 21st of February 2012, between Tracy M. Noonan and the City of Thousand Oaks, hereinafter referred to as the "City".

#### *Recitals*

- A. The City desires to employ the services of Tracy M. Noonan as the City Attorney of the City.
- B. The City desires to establish certain conditions of employment, provide certain compensation and benefits, and set working conditions for such employment, which was authorized by the City Council of the City.
- C. Tracy M. Noonan desires to accept such employment on such terms as set forth herein.

#### *Agreement*

The parties agree as follows:

#### **Section 1. Duties; Exclusive Employment**

The City agrees to employ Tracy M. Noonan, (hereinafter "City Attorney") to perform the duties and functions specified in (1) the Thousand Oaks Municipal Code, (2) certain City Resolutions, (3) the attached job classification and/or performance plan, and (4) such other legally permissible duties and functions as the City Council may, from time to time, hereafter assign.

The City Attorney agrees that she will at all times be employed exclusively by the City to perform all of the duties and obligations required, either expressly or implicitly, by this Agreement, and may not be employed in any other capacity while employed by the City, except as set forth below. Employee shall focus her professional time, ability, and attention to City business during the term of this Agreement.

Employee 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 the prior consent of the City Council, and the City Council hereby acknowledges and consents to City Attorney's current ownership interest and business activity in Four Brix Winery LLC. The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

## **Section 2. At-Will Employee Status**

This Agreement shall become effective on March 19, 2012. Inasmuch as employee serves at the will of the City Council, there is no term to this Agreement. It shall remain in force and effect unless or until terminated as provided in Section 3.

The City Attorney serves as an "at-will" employee (as defined in California Labor Code Section 2922), serving at the pleasure of the City Council, and nothing in this Agreement shall require cause for removal, or prevent, limit or otherwise interfere with the right of the City Council to Terminate the services of the City Attorney at any time, subject only to the provisions set forth in Section 3, paragraph A, of this Agreement.

## **Section 3. Termination and Severance Pay**

A. The City Council may terminate the services of the City Attorney at any time with a written notice to the City Attorney, and the date of such termination shall be the date set forth in that notice. If the City Attorney is terminated because she is insubordinate, dishonest, mishandles public funds, falsifies City records, is convicted of any misdemeanor concerning an act amounting to improper conduct as the City Attorney, or involving moral turpitude, or is convicted of a felony, the City shall have no obligation to pay any severance pay as provided for in this Agreement.

In the event the City Attorney is terminated by the City Council during such time that she is willing and able to perform the duties under this Agreement, the City agrees to pay the City Attorney pursuant to Government Code Sections 53260-53264 a cash payment equaling one year of her annual salary (with no benefits).

B. In the event the City Attorney voluntarily resigns her position with the City, she shall give the City Council written notice. The Council may, at its discretion, ask for as much as forty-five (45) days notice, i.e., that City Attorney provides up to 45 days advance notice of the effective date of her resignation.

## **Section 4. Salary**

The City agrees to pay the City Attorney for her services rendered pursuant hereto a salary of \$200,000 per year, payable in the normal payroll installments at the same time as other management employees of the City are paid. The City Council shall review the City Attorney's initial salary in 6 months and may adjust the annual compensation. The City Council shall review the City Attorney's salary annually as part or her performance evaluation as explained in Section 5.

## **Section 5. Performance Evaluation**

A. The City Council shall annually review and evaluate the performance of the City Attorney. Said review and evaluation shall be in accordance with specific criteria provided by the City Council which it can ask the City Attorney to develop. Further, the City shall provide the City Attorney with a summary of the performance

findings of the City Council and provide an adequate opportunity for the City Attorney to discuss that evaluation with the City Council in closed session.

B. An initial performance evaluation, under this Agreement, shall be conducted in six (6) months of the employment date of the City Attorney and annually thereafter. On an annual basis, the City Council and the City Attorney shall define such goals and performance objectives which the City Attorney determines are necessary for the proper operation of the City, and those also needed to attain the City Council's policy goals, and she shall further establish a relative priority among those various goals.

#### **Section 6. Hours of Work**

It is expected the City Attorney will work a work schedule between Monday and Friday and will work the appropriate number of hours to successfully run the City Attorney's Office.

#### **Section 7. Benefits**

Benefits provided to City Attorney via this Agreement are addressed in Exhibit A. Also City Attorney shall be entitled to all benefits, rights and privileges granted to City Executives pursuant to any Resolution, Memorandum of Understanding/Agreement, and/or other City Council action setting Executive benefits in addition to those benefits, rights and privileges specified in this Agreement.

#### **Section 8. Professional Development**

The City expects that the City Attorney will continue to develop professionally and, to that end, will utilize part of the budget provided for in the City Attorney's Office for her own professional development. It is expected that the City Attorney will keep up with all changes in the law to adequately protect the City.

#### **Section 9. Bonding**

The City shall bear the full cost of any fidelity or other bonds required of the City Attorney under any law or Ordinance.

#### **Section 10. Notices**

Notices pursuant to the Agreement shall be given by deposit such in the custody of the United States Postal Service, postage prepaid and addressed to City Attorney at her home address, or to the City Council:

Care of City Attorney  
Civic Center  
2100 E. Thousand Oaks Boulevard  
Thousand Oaks, CA 91362

Alternatively, notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

## **Section 11. General Provisions**

A. All of the City Attorney's writings, reports and other documentations generated as a result of her employment shall be the property of the City, including, but not limited to, at termination of the Agreement.

B. This Agreement is for professional personal services, which are personal to the City, and this Agreement is not assignable by the City Attorney.

C. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Where required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

D. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California.

E. The text herein shall constitute the entire Agreement between the parties and supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of these services, compensation or benefits. Any modifications of this Agreement will be effective only if it is in writing and signed by both parties.

F. This Agreement shall inure to the benefit of the heirs at law and executor(s) of the City Attorney.

G. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

H. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a Court, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.


I. This Agreement supersedes any and all other agreements, either oral or in writing, between the City Attorney and the City of Thousand Oaks. This Agreement contains all of the covenants and agreements between the parties with respect to the City Attorney's employment with the City of Thousand Oaks in any manner whatsoever.

J. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

K. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement. Therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.


CITY COUNCIL:

  
Jacqui V. Irwin, Mayor

CITY ATTORNEY:

  
Tracy M. Noonan

ATTEST:

  
Linda D. Lawrence, City Clerk

APPROVED AS TO FORM:

  
Christopher G. Norman, Interim City Attorney

## CITY OF THOUSAND OAKS

### CITY ATTORNEY BENEFITS

March 19, 2012

Benefits will be provided as follows:

1. **Health/Medical Insurance:** The City will make required premium payments for the City Attorney and her eligible dependents for insurance policies for disability income benefits, dental, vision, accident, and medical (up to but not to exceed the cost of the PERS Choice Plan [80/20 plan]).
2. **Retirement:** **The City pays** seven (7) percent of the City Attorney's employee PERS retirement contribution in addition to the normal employer contribution. The City will report as compensation to PERS the seven percent City-paid-member contribution. This benefit is known as the Employer Paid Member Contribution. If at any time other executive management employees of the City receive a larger percentage of City Paid employee retirement contribution, then this amount paid by the City on behalf of the City Attorney shall be increased accordingly. Final compensation is based on the employee's average monthly pay rate for the highest 12 months of employment. The City contracts for the fourth level of 1959 Survivor Benefits. The City provides 2% at 55. City Attorney may buy back military service credit prior to retirement.
3. **Deferred Compensation:** The City agrees to contribute each pay period an amount equal to ten (10) percent of City Attorney's current salary into applicable City Internal Revenue Code Section 401A and/or Section 457 deferred compensation plan(s). City Attorney is also eligible to voluntarily participate in the City's 457 Plan and Retiree Health Savings plan. .
4. **Life Insurance:** Pay for the cost equal to two times annual salary up to a maximum of \$300,000 plus dependent life policy. A \$250,000 travel life provision is also included.
5. **Long-Term Disability:** 66 2/3% of salary once eligibility requirement (a thirty (30) day waiting period) is met. Pursuant to the provisions of the City's insurance plan.
6. **Holidays:** City Hall is closed on these holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
7. **Annual Leave:** City Attorney's annual leave accrual is based on 200 hours per year for the first four years of hire and, thereafter, annual leave hours will increase in accordance with Executive Management benefits. Maximum annual



leave accrual is 1440 hours. If 1440 hours are reached, annual leave will not continue to accrue until leave is used. Annual leave will only be cashed out at the termination of this Agreement. Annual leave can be used for sick or vacation leave. The City Attorney will be credited with two weeks of annual leave upon date of hire.

8. **Automobile Allowance:** City Attorney has the option to either receive a monthly \$500 Automobile Allowance from the City or the City will pay up to \$30,000 to pay off a car loan by the City Attorney and upon payment, the City Attorney shall sign title of said car over to City. Thereafter, the City shall be responsible for the operation, maintenance, repair, and the provision of liability and other essential insurance for said automobile. The City Attorney may use said automobile for personal use without restriction. At the City Attorney's option, she may pay the yearly registration for said automobile. If this Agreement is terminated for any reason, the City Attorney has the option to purchase said automobile at salvaged value as determined by the City Finance Director.
9. **Section 125 Plan:** employee will be eligible to enroll in the City's Section 125 Plan. The City will pay the administrative fee.
10. **Employee Assistance Program:** The City will pay for the full cost of the employee assistance program for employee and dependents.
11. **Tuition Reimbursement and PC Loan Program:** The City Attorney is eligible to participate in both of these employee benefit programs, as provided for in the Senior Management Association MOU.
12. **Annual Physical Exam:** The City Attorney shall be permitted to have an annual physical examination and City will reimburse for any out-of-pocket expenses (not covered by the City's Health Plan).
13. **California Bar Dues:** The City will pay for the City Attorney's State of California Bar Dues and Ventura County Bar Association dues.
14. **Employee Discretionary Contribution:** City agrees to provide \$400 per year to be used at the employee's discretion for such purposes, but not limited to, medical expenses through 125 Plan, directly incurred medical costs, medical insurance premiums, deferred compensation, health club membership for physical and mental wellness, Personal Digital Assistant (PDA) equipment for increased employment productivity, or direct cash disbursement.

**CITY ATTORNEY**  
**Code Number: 01070**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the final qualifications of incumbents within the position.*

**SUMMARY DESCRIPTION**

Under general administrative direction, plans, organizes, and directs the operations, programs, and services of the City Attorney's Office; represents and advises the City Council and City officials in all legal matters pertaining to their offices; prosecutes criminal cases arising from violations of applicable laws and ordinances; represents the City in all actions or legal proceedings; coordinates assigned activities with other departments and outside agencies; provides highly responsible and complex administrative support to the City Manager's Office; and performs related duties as required.

**DISTINGUISHING CHARACTERISTICS**

The City Attorney is a department head with responsibility for policy development, program planning, fiscal management, administration, and operational direction of all departmental functions. The incumbent is responsible for developing and accomplishing department objectives and goals within guidelines established by the City Council and City Manager. Assignments are broad in scope and allow for a high degree of administrative discretion in their execution.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Plans, organizes, controls, integrates and evaluates the work of the City Attorney's Office; develops, implements and monitors long-term plans, goals and objectives focused on achieving the City's mission and City Council priorities; manages and directs the development, implementation and evaluation of plans, policies, systems and procedures to achieve annual department goals and work standards.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Plans and evaluates staff performance; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; makes decisions on compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with the City's Personnel Rules and Regulations.
- Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
- Provides leadership and works with staff to develop and retain highly competent, customer service-oriented staff through selection, compensation, training, and day-to-day management practices that support the City's mission and values.

- Directs the development of and monitors performance against the annual department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
- Oversees and represents the City in litigation cases; handles all aspects of assigned cases/claims including investigation, pleading preparation, discovery, law and motion, court appearances, settlement negotiations, legal research, witness preparation and trials.
- Performs legal research and prepares legal opinions on various legal problems for City departments, City Council, and City Boards and Commissions; studies and interprets the constitution, laws, court decisions, ordinances, and other legal authorities to give legal advice or prepare opinions.
- Researches, reviews, and prepares proposed ordinances, resolutions, policies, and other legislation.
- Oversees and/or investigates claims by or against the City and recommends action to be taken; assists in or prepares cases for hearings; represents the municipality in hearings; prepares cases for trial; tries cases in court as necessary.
- Ensures City Council actions are legally supportable by providing legal advice and services to the Council; assures City Council's actions are in accordance with City policies and City Charter.
- Provides legal services to City Officials and employees as required by City Charter; Responds to inquiries and complaints from citizens, government officials, and City Department Heads.
- Provides staff assistance to the City Manager; completes special projects as assigned; represents the City at various meetings and events; prepares and presents staff reports and other necessary correspondence.
- Maintains effective relationships with a variety of community organizations, groups and individual to promote positive public relations; coordinates assigned activities with those of other departments and outside agencies and organizations.
- Maintains current knowledge of new trends and innovations in the field of municipal law; attends and participates in professional group meetings; participates in professional development activities; reads publications relevant to area of assignment.
- Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues; responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Performs related duties as required.

#### **DESIRED MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

##### **Knowledge of:**

Operations, services, and activities of a City Attorney's office.

Advanced legal principles, practices, and procedures of civil, criminal, constitutional, and administrative law.

**CITY OF THOUSAND OAKS**  
**City Attorney (Continued)**

Principles and practices of program development and administration.  
Advanced methods and techniques of legal research.  
Duties, powers, and limitations of a city government.  
Legal principles and developments.  
Appellate practices.  
Judicial procedures and rules of evidence.  
Legal precedents and court decisions impacting assigned litigation area.  
Pleadings and effective practices and techniques in the presentation of court cases.  
Municipal government organization, structure and functional responsibilities.  
Office procedures, methods, and equipment including computers and applicable software applications.  
Principles and techniques of public relations.  
Principles and practices of municipal budget preparation and administration.  
Principles and practices of management, supervision, training, and performance evaluation.  
Pertinent federal, state, and local laws, codes, and regulations.

**Ability to:**

Manage and direct the operations of a City Attorney's office.  
Develop and administer departmental goals, objectives, and procedures.  
Exercise sound, expert independent judgment within general policy guidelines.  
Analyze and assess programs, policies, and operational needs and make appropriate adjustments.  
Identify and respond to sensitive community and organizational issues, concerns, and needs.  
Plan, organize, direct, and coordinate the work of lower level staff.  
Delegate authority and responsibility.  
Select, supervise, train, and evaluate staff.  
Perform difficult and complex analysis and research, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.  
Exercise sound, independent judgment within general policy guidelines and legal parameters.  
Research, analyze, and evaluate new service delivery methods and techniques.  
Provide expert legal advice to city departments.  
Properly interpret and make decisions in accordance with laws, regulations and policies.  
Read, understand, interpret, apply and explain codes, regulations and other written materials.  
Prepare clear and concise legal documents, including but not limited to, briefs, ordinances, resolutions, correspondence and supporting documents.  
Conduct research on legal problems and prepare sound legal opinion.  
Present statements of fact, law and argument clearly and logically.  
Prepare and administer large and complex budgets.  
Prepare clear, concise, and comprehensive administrative and technical reports.  
Read and interpret complex data, information, and documents.  
Work on multiple, concurrent projects with strict deadlines and with frequent interruptions.  
Utilize standard office equipment including computers and related software applications.  
Understand, interpret, explain and apply applicable federal, state and local policies, laws and regulations.  
Communicate clearly and concisely, both orally and in writing.  
Establish and maintain effective working relationships with those contacted in the course of work.  
Respond and perform assigned duties in the event of a City-declared emergency.

**Education and Experience Guidelines** - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education/Training:**

Graduation from a law school accredited by the American Bar Association with a Juris Doctorate degree.

**Experience:**

Ten years of increasingly responsible experience in the practice of law including trial experience and at least three years as a City Attorney or Assistant City Attorney in a small municipality.

**Licenses; Certificates; Special Requirements:**

Requires admission to practice law in California.

Possession of a valid class C California driver's license.

**PHYSICAL AND ENVIRONMENTAL CONDITIONS**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Physical:** Sufficient physical ability to work in an office setting; sit, stand, walk, reach, twist, turn, kneel, bend, squat, and/or stoop for prolonged periods of time; perform duties requiring grasping, repetitive hand movement, and fine coordination; and operate office equipment. **Vision:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate office equipment. **Hearing:** Hear in the normal audio range with or without correction.

**Environment:** Standard office setting.

*Johnson & Associates*

*Pursuant to California Government Code Section 3100, all public employees are required to serve as disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law.*

RESOLUTION NO. 2013-085

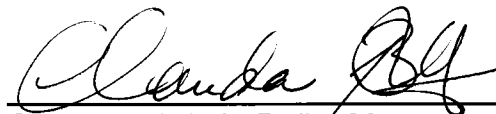
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
THOUSAND OAKS APPROVING COMPENSATION AND  
FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
FOR CITY ATTORNEY

WHEREAS, Section 2-1.502 of the Thousand Oaks Municipal Code provides that the City Attorney shall receive such compensation as determined by the City Council and fixed by Resolution; and

NOW, THEREFORE, the City Council of the City of Thousand Oaks does hereby resolve as follows:

1. The compensation package set forth in the attached First Amendment to Employment Agreement is approved for the City Attorney's personal services.

PASSED AND ADOPTED THIS 5th day of November, 2013.



Claudia Bill-de la Peña, Mayor  
City of Thousand Oaks

ATTEST:



Linda D Lawrence, City Clerk

APPROVED AS TO FORM:



Christopher Norman, Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA       )  
COUNTY OF VENTURA       ) SS.  
CITY OF THOUSAND OAKS    )


I, LINDA D. LAWRENCE, City Clerk of the City of Thousand Oaks, DO  
HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution  
No. 2013-085, which was duly and regularly passed and adopted by said City  
Council at a regular meeting held November 5, 2013, by the following vote:

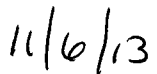
AYES:     Councilmembers Adam, Price, Irwin, Fox, and Mayor Bill-de la Peña

NOES:     None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of the City of Thousand Oaks, California.

  
\_\_\_\_\_  
Linda D. Lawrence, City Clerk  
City of Thousand Oaks, California

  
\_\_\_\_\_  
Date Attested

FIRST AMENDMENT TO EMPLOYMENT  
AGREEMENT BETWEEN THE CITY OF THOUSAND  
OAKS AND THE CITY ATTORNEY

This First Amendment to Employment Agreement between the City of Thousand Oaks and the City Attorney ("Agreement") is entered into this 5th day of November, 2013, by and between Tracy M. Noonan ("City Attorney") and the City of Thousand Oaks ("City").

**RECITALS**

**Whereas** City and City Attorney desire to amend Agreement by which Tracy Noonan undertook the position of City Attorney as described therein and otherwise subject to all of the covenants and conditions set forth therein.

**AGREEMENT**

**Now therefore** City and Tracy Noonan agree that the Agreement be, and hereby is, amended as follows:

**1. Section 4: Salary**

Effective July 6, 2013, City agrees to pay City Attorney for her services rendered pursuant hereto a salary of Two Hundred Ten Thousand, Five Hundred Dollars (\$210,500.00) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Attorney's salary annually as part of her performance evaluation, as explained in Section 5.

Effective July 5, 2014, subject to an overall performance rating of exceeds expectations or better provided by the City Council, City agrees to pay City Attorney for her services rendered pursuant hereto a salary of Two Hundred Twenty One Thousand, Five Hundred Fifty-One Dollars (\$221,551.00) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Attorney's salary annually as part of her performance evaluation, as explained in Section 5.

City Council shall annually review City Attorney's salary range and benefits, with any increase(s) to be made to such extent as City Council may determine desirable. Increase(s) provided to other executive management employees shall be taken into consideration by City Council during this review period.



2. **Section 7. Benefits**

Benefits provided to City Attorney via this Agreement are addressed in Exhibit A. Exhibit A, Section 2., is amended as follows:

2. Retirement: Effective July 6, 2013, City Attorney shall pay three and one-half percent (3.5%) of City Attorney's employee contribution. Effective July 6, 2013, City agrees to pay three and one-half percent (3.5%) of City Attorney's employee PERS retirement contribution in addition to the normal employer contribution. City will report as compensation to PERS the three and one-half percent (3.5%) City paid member contribution. This benefit is known as the Employer Paid Member Contribution (EPMC). Effective July 5, 2014, City Attorney shall pay seven percent (7%) of City Attorney's employee contribution and City shall pay zero percent (0%) of the City Attorney's employee contribution. If at any time other executive management employees of the City receive a larger percentage of City Paid employee retirement contribution, then this amount paid by the City on behalf of the City Attorney shall be increased accordingly. Final compensation is based on employee's average monthly pay rate for the highest twelve 1(2) months of employment. City contracts for the fourth level of 1959 Survivor Benefits. City provides a PERS retirement benefit using the 2% at 55 formula. The City Attorney may buy back military service credit prior to retirement.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Third Amendment has been executed by the parties effective on the date and year first written above.

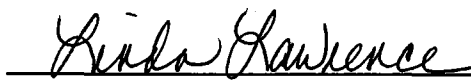
CITY OF THOUSAND OAKS:

  
\_\_\_\_\_  
Claudia Bill-de la Peña, Mayor

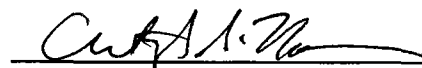
CITY ATTORNEY:

  
\_\_\_\_\_  
Tracy M. Noonan

ATTEST:

  
\_\_\_\_\_  
Linda D. Lawrence, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christopher Norman  
Assistant City Attorney

RESOLUTION NO. 2013-086

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF THOUSAND OAKS FOR PAYING AND  
REPORTING THE VALUE OF EMPLOYER PAID  
MEMBER CONTRIBUTIONS NON-REPRESENTED  
EMPLOYEES (CITY ATTORNEY)

WHEREAS, the governing body of the City of Thousand Oaks has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Thousand Oaks has written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Thousand Oaks of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);


WHEREAS, the governing body of the City of Thousand Oaks has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all non-represented employees (City Attorney).
- This benefit shall consist of paying three and one-half percent (3.5%) (Percent) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable\*\* {excluding Government Code Section 20636(c)(4)} as additional compensation.
- The effective date of this Resolution shall be July 6, 2013.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Thousand Oaks elects to pay and report the value of EPMC, as set forth above.

\*\* Note: Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMC on compensation earnable.

PASSED AND ADOPTED THIS 5th day of November, 2013.

  
Claudia Bill-de la Peña, Mayor  
City of Thousand Oaks, California

ATTEST:

  
Linda D. Lawrence, City Clerk

APPROVED AS TO FORM:

  
Christopher G. Norman  
Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA     )  
COUNTY OF VENTURA     ) SS.  
CITY OF THOUSAND OAKS    )

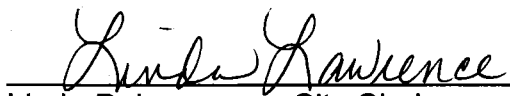
I, LINDA D. LAWRENCE, City Clerk of the City of Thousand Oaks, DO  
HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution  
No. 2013-086 which was duly and regularly passed and adopted by said City  
Council at a regular meeting held November 5, 2013, by the following vote:

AYES: Councilmembers Adam, Price, Irwin, Fox, and Mayor Bill-de la Peña

NOES: None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of the City of Thousand Oaks, California.

  
Linda D. Lawrence, City Clerk  
City of Thousand Oaks, California

11/6/13  
Date Attested

RESOLUTION NO. 2013-087

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF THOUSAND OAKS TO TAX DEFER  
MEMBER PAID CONTRIBUTIONS – IRC 414(h)(2)  
EMPLOYER PICK-UP (CITY ATTORNEY)

WHEREAS, the City Council of the City of Thousand Oaks has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

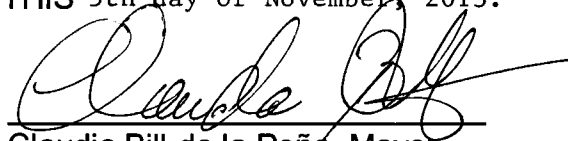
WHEREAS, the City of Thousand Oaks has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to the City Attorney who is a member of the California Public Employees' Retirement System:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Thousand Oaks as follows:

- I. That the City of Thousand Oaks will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the California Public Employees' Retirement System on behalf of all its employees or all its employees in a recognized group or class of employment who are members of the California Public Employees Retirement System. "Employee contributions" shall mean those contributions to the Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.
- II. That the contributions made by the City of Thousand Oaks to the California Public Employees' Retirement System, although designated as employee contributions, are being paid by the City of Thousand Oaks in lieu of contributions by the employees who are members of the California Public Employees' Retirement System.

- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Thousand Oaks to the California Public Employees' Retirement System.
- IV. That the City of Thousand Oaks shall pay to the California Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the City of Thousand Oaks to the California Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the California Public Employees' Retirement Law (California Government Code Sections 20000, et seq.).
- VI. That the contributions designated as employee contributions made by the City of Thousand Oaks to the California Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the California Public Employees' Retirement System.


PASSED AND ADOPTED THIS 5th day of November, 2013.

  
\_\_\_\_\_  
Claudia Bill-de la Peña, Mayor  
City of Thousand Oaks, California

ATTEST:

  
\_\_\_\_\_  
Linda D. Lawrence, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christopher G. Norman  
Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA       )  
COUNTY OF VENTURA       ) SS.  
CITY OF THOUSAND OAKS    )


I, LINDA D. LAWRENCE, City Clerk of the City of Thousand Oaks, DO  
HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution  
No. 2013-087, which was duly and regularly passed and adopted by said City  
Council at a regular meeting held November 5, 2013, by the following vote:

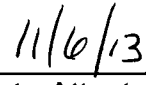
AYES:     Councilmembers Adam, Price, Irwin, Fox, and Mayor Bill-de la Peña

NOES:     None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of the City of Thousand Oaks, California.

  
\_\_\_\_\_  
Linda D. Lawrence, City Clerk  
City of Thousand Oaks, California

  
\_\_\_\_\_  
Date Attested

RESOLUTION NO. 2014-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THOUSAND OAKS FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR NON-REPRESENTED EMPLOYEES (EXECUTIVE MANAGERS AND APPOINTED OFFICIALS), AND RESCINDING RESOLUTION NOS. 2013-060, 2013-083 AND 2013-086

WHEREAS, the governing body of the City of Thousand Oaks has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Thousand Oaks has written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, the final step in the procedures to implement Section 20691 is the adoption by the governing body of the City of Thousand Oaks of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Thousand Oaks has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all non-represented employees (Executive Managers, and Appointed Officials).
- This benefit shall consist of paying zero percent (0%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable\*\* {excluding Government Code Section 20636(c)(4)} as additional compensation.
- The effective date of this Resolution shall be July 5, 2014.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Thousand Oaks elects to pay and report the value of EPMC, as set forth above.

**\*\* Note:** Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMC on compensation earnable.


This resolution shall rescind and supercede Resolution Nos. 2013-060, 2013-083 and 2013-086.

**PASSED AND ADOPTED** this 8th day of July, 2014.



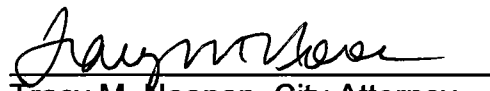
\_\_\_\_\_  
Andrew P. Fox, Mayor  
City of Thousand Oaks, California

**ATTEST:**



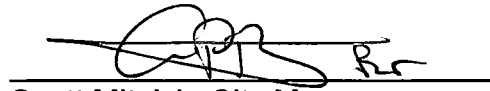
\_\_\_\_\_  
Linda D. Lawrence, City Clerk

**APPROVED AS TO FORM:**  
Office of the City Attorney



\_\_\_\_\_  
Tracy M. Noonan, City Attorney

**APPROVED AS TO ADMINISTRATION:**



\_\_\_\_\_  
Scott Mitnick, City Manager



CERTIFICATION

STATE OF CALIFORNIA       )  
COUNTY OF VENTURA       ) SS.  
CITY OF THOUSAND OAKS    )


I, LINDA D. LAWRENCE, City Clerk of the City of Thousand Oaks, DO  
HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution  
No. 2014-046 which was duly and regularly passed and adopted by said City  
Council at a regular meeting held July 8, 2014, by the following vote:

AYES:     Councilmembers Bill-de la Peña, Irwin, Price, Adam, and Mayor Fox

NOES:     None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of the City of Thousand Oaks, California.

  
\_\_\_\_\_  
Linda D. Lawrence, City Clerk  
City of Thousand Oaks, California

  
\_\_\_\_\_  
Date Attested

RESOLUTION NO. 2015-074


A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
THOUSAND OAKS APPROVING COMPENSATION AND  
SECOND AMENDMENT TO EMPLOYMENT AGREEMENT  
FOR CITY ATTORNEY

WHEREAS, Section 2-1.502 of the Thousand Oaks Municipal Code provides that the City Attorney shall receive such compensation as determined by the City Council and fixed by Resolution; and


NOW, THEREFORE, the City Council of the City of Thousand Oaks does hereby resolve as follows:

1. The compensation package set forth in the attached Second Amendment to Employment Agreement (Contract No. 9799-2012) is approved for the City Attorney's personal services.

PASSED AND ADOPTED THIS 15th day of December, 2015.

  
\_\_\_\_\_  
Joel Price, Mayor  
City of Thousand Oaks

ATTEST:

  
\_\_\_\_\_  
Linda D Lawrence, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patrick Hehir, Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA       )  
COUNTY OF VENTURA       ) SS.  
CITY OF THOUSAND OAKS    )


I, LINDA D. LAWRENCE, City Clerk of the City of Thousand Oaks, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution No. 2015-074 which was duly and regularly passed and adopted by said City Council at a regular meeting held December 15, 2015, by the following vote:

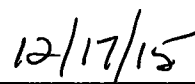
AYES:       Councilmembers Adam, McCoy, Bill-de la Peña, and Mayor Price

NOES:       None

ABSENT:     Councilmember Fox

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Thousand Oaks, California.

  
\_\_\_\_\_  
Linda D. Lawrence, City Clerk  
City of Thousand Oaks, California

  
\_\_\_\_\_  
Date Attested

SECOND AMENDMENT TO EMPLOYMENT  
AGREEMENT BETWEEN THE CITY OF THOUSAND  
OAKS AND THE CITY ATTORNEY

This Second Amendment to Employment Agreement (Contract No. 9799-2012) between the City of Thousand Oaks and the City Attorney ("Agreement") is entered into this 15th day of December, 2015, by and between Tracy M. Noonan ("City Attorney") and the City of Thousand Oaks ("City").

**RECITALS**

**Whereas** City and City Attorney desire to amend Agreement by which Tracy Noonan undertook the position of City Attorney as described therein and otherwise subject to all of the covenants and conditions set forth therein.

**AGREEMENT**

~~Now therefore~~ City and City Attorney agree that the Agreement be, and hereby is, amended as follows:

**1. Section 4: Salary**

Effective July 4, 2015, City agrees to pay City Attorney for her services rendered pursuant hereto a salary of Two Hundred Thirty-One Thousand, Five Hundred Twenty-One Dollars (\$231,521.00) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Attorney's salary annually as part of her performance evaluation, as explained in Section 5.

City Council shall annually review City Attorney's salary range and benefits, with any increase(s) to be made to such extent as City Council may determine desirable. Increase(s) provided to other executive management employees shall be taken into consideration by City Council during this review period.

**2. Section 7. Benefits**

Benefits provided to City Attorney via the Agreement are addressed in Exhibit A, Section 1, and are amended as follows:

1. Health/Medical Insurance: Effective January 1, 2015, the City will make required premium payments for the City Attorney and her eligible dependents for insurance policies for disability income benefits, dental, vision, accident and medical (up to but not to exceed the cost of the PERS Choice Plan). Effective

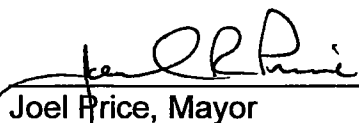
January 1, 2016, the City will make required premium payments for the City Attorney and her eligible dependents for insurance policies for disability income benefits, dental, vision, accident and medical (up to but not to exceed the cost of the PERS Care Plan).

3. Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Second Amendment has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS:

CITY ATTORNEY:


  
Joel Price, Mayor

  
Tracy M. Noonan

ATTEST:

APPROVED AS TO FORM:

  
Linda D. Lawrence, City Clerk

  
Patrick Mehir  
Assistant City Attorney

RESOLUTION NO. 2017-004

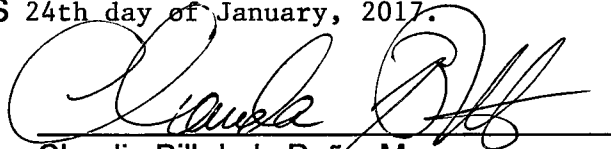
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
THOUSAND OAKS APPROVING COMPENSATION AND  
THIRD AMENDMENT TO EMPLOYMENT AGREEMENT  
FOR CITY ATTORNEY

WHEREAS, Section 2-1.502 of the Thousand Oaks Municipal Code provides that the City Attorney shall receive such compensation as determined by the City Council and fixed by Resolution; and

NOW, THEREFORE, the City Council of the City of Thousand Oaks does hereby resolve as follows:

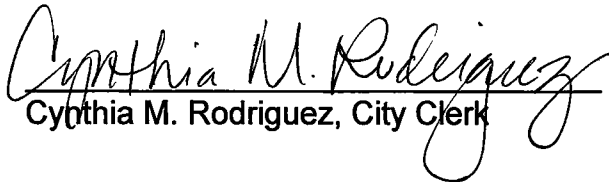
1. The compensation package set forth in the attached Third Amendment to Employment Agreement (Contract No. 9799-2012) is approved for the City Attorney's personal services.

PASSED AND ADOPTED THIS 24th day of January, 2017.



Claudia Bill-de la Peña, Mayor  
City of Thousand Oaks

ATTEST:

  
Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:

  
Patrick Mehiri, Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA     )  
COUNTY OF VENTURA     ) SS.  
CITY OF THOUSAND OAKS   )

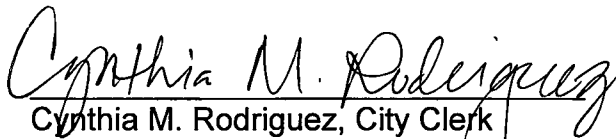
I, CYNTHIA M. RODRIGUEZ, City Clerk of the City of Thousand Oaks, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution No. 2017-004 which was duly and regularly passed and adopted by said City Council at a regular meeting held January 24, 2017, by the following vote:

AYES: Councilmembers Price, Adam, McCoy, Fox, and Mayor Bill-de la Peña

NOES: None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Thousand Oaks, California.

  
Cynthia M. Rodriguez, City Clerk  
City of Thousand Oaks, California

  
Date Attested

**THIRD AMENDMENT TO EMPLOYMENT  
AGREEMENT BETWEEN THE CITY OF THOUSAND  
OAKS AND THE CITY ATTORNEY**

This Third Amendment to Employment Agreement (Contract No. 9799-2012) between the City of Thousand Oaks and the City Attorney ("Agreement") is entered into this 24th day of January, 2017, by and between Tracy M. Noonan ("City Attorney") and the City of Thousand Oaks ("City").

**RECITALS**

**Whereas** City and City Attorney desire to amend Agreement by which Tracy Noonan undertook the position of City Attorney as described therein and otherwise subject to all of the covenants and conditions set forth therein.

**AGREEMENT**

**Now therefore** City and City Attorney agree that the Agreement be, and hereby is, amended as follows:

**1. Section 4: Salary**

Effective July 2, 2016, City agrees to pay City Attorney for her services rendered pursuant hereto a salary of Two Hundred Forty-Three Thousand, Ninety-Seven Dollars (\$243,097.00) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Attorney's salary annually as part of her performance evaluation, as explained in Section 5.

City Council shall annually review City Attorney's salary range and benefits, with any increase(s) to be made to such extent as City Council may determine desirable. Increase(s) provided to other executive management employees shall be taken into consideration by City Council during this review period.

**2.** Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.



**IN WITNESS WHEREOF**, this Third Amendment has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS:

CITY ATTORNEY:

\_\_\_\_\_  
Claudia Bill-de la Peña, Mayor

\_\_\_\_\_  
Tracy M. Noonan

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

\_\_\_\_\_  
Patrick Hehir  
Assistant City Attorney

RESOLUTION NO. 2017-048

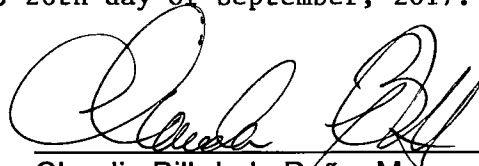
A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF THOUSAND OAKS APPROVING  
COMPENSATION AND FOURTH AMENDMENT TO  
EMPLOYMENT AGREEMENT FOR CITY  
ATTORNEY

WHEREAS, Section 2-1.502 of the Thousand Oaks Municipal Code provides that the City Attorney shall receive such compensation as determined by the City Council and fixed by Resolution; and

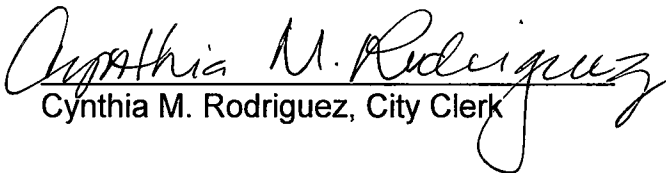
NOW, THEREFORE, the City Council of the City of Thousand Oaks does hereby resolve as follows:

1. The compensation package set forth in the attached Fourth Amendment to Employment Agreement (Contract No. 9799-2012) is approved for the City Attorney's personal services.

PASSED AND ADOPTED THIS 26th day of September, 2017.

  
\_\_\_\_\_  
Claudia Bill-de la Peña, Mayor  
City of Thousand Oaks

ATTEST:

  
\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David Womack, Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA       )  
COUNTY OF VENTURA       ) SS.  
CITY OF THOUSAND OAKS    )


I, CYNTHIA M. RODRIGUEZ, City Clerk of the City of Thousand Oaks, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution No. 2017-048 which was duly and regularly passed and adopted by said City Council at a regular meeting held September 26, 2017 by the following vote:

AYES:     Councilmembers Price, Adam, McCoy, Fox, and Mayor Bill-de la Peña

NOES:     None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Thousand Oaks, California.

  
Cynthia M. Rodriguez, City Clerk  
City of Thousand Oaks, California

  
Date Attested

FOURTH AMENDMENT TO EMPLOYMENT  
AGREEMENT BETWEEN THE CITY OF THOUSAND  
OAKS AND THE CITY ATTORNEY

This Fourth Amendment to Employment Agreement (Contract No. 9799-2012) between the City of Thousand Oaks and the City Attorney ("Agreement") is entered into this 26th day of September 2017, by and between Tracy M. Noonan ("City Attorney") and the City of Thousand Oaks ("City").

**RECITALS**

**Whereas** City and City Attorney desire to amend Agreement by which Tracy Noonan undertook the position of City Attorney as described therein and otherwise subject to all of the covenants and conditions set forth therein.

**AGREEMENT**

**Now therefore** City and City Attorney agree that the Agreement be, and hereby is, amended as follows:

**1. Section 4: Salary**

Effective July 1, 2017, City agrees to pay City Attorney for her services rendered pursuant hereto a salary of Two Hundred Fifty-One Thousand, Six Hundred and Six Dollars (\$251,606.00) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Attorney's salary annually as part of her performance evaluation, as explained in Section 5.

City Council shall annually review City Attorney's salary range and benefits, with any increase(s) to be made to such extent as City Council may determine desirable. Increase(s) provided to other executive management employees shall be taken into consideration by City Council during this review period.

**2.** Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Fourth Amendment has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS:

CITY ATTORNEY:

\_\_\_\_\_  
Claudia Bill-de la Peña, Mayor

\_\_\_\_\_  
Tracy M. Noonan

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

\_\_\_\_\_  
David Womack  
Assistant City Attorney

RESOLUTION NO. 2018-064

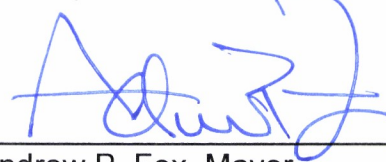
A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF THOUSAND OAKS APPROVING  
COMPENSATION AND FIFTH AMENDMENT TO  
EMPLOYMENT AGREEMENT FOR CITY  
ATTORNEY

WHEREAS, Section 2-1.502 of the Thousand Oaks Municipal Code provides that the City Attorney shall receive such compensation as determined by the City Council and fixed by Resolution; and

NOW, THEREFORE, the City Council of the City of Thousand Oaks does hereby resolve as follows:

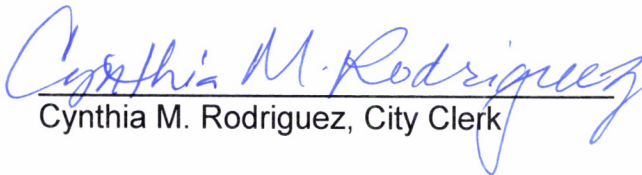
1. The compensation package set forth in the attached Fifth Amendment to Employment Agreement (Contract No. 9799-2012) is approved for the City Attorney's personal services.

PASSED AND ADOPTED THIS 11th day of September, 2018.



Andrew P. Fox, Mayor  
City of Thousand Oaks

ATTEST:

  
Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:

  
Patrick Hehir, Assistant City Attorney

Res. No. 2018-064

CERTIFICATION

STATE OF CALIFORNIA       )  
COUNTY OF VENTURA       ) SS.  
CITY OF THOUSAND OAKS    )


I, CYNTHIA M. RODRIGUEZ, City Clerk of the City of Thousand Oaks, DO  
HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution  
No. 2018-064 which was duly and regularly passed and adopted by said City  
Council at a regular meeting held September 11, 2018 by the following vote:

AYES:     Councilmembers Bill-de la Peña, Price, Adam, McCoy, and Mayor Fox

NOES:     None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of the City of Thousand Oaks, California.

  
Cynthia M. Rodriguez, City Clerk  
City of Thousand Oaks, California

  
Date Attested

RESOLUTION NO. 2019-046

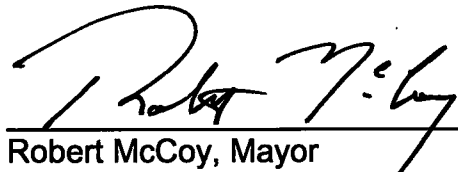
A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF THOUSAND OAKS APPROVING  
COMPENSATION AND SIXTH AMENDMENT TO  
EMPLOYMENT AGREEMENT FOR CITY  
ATTORNEY

WHEREAS, Section 2-1.502 of the Thousand Oaks Municipal Code provides that the City Attorney shall receive such compensation as determined by the City Council and fixed by Resolution; and

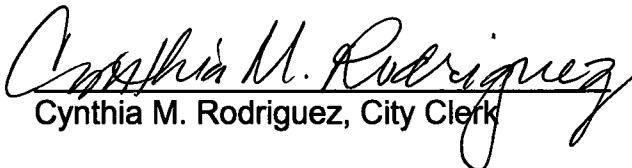
NOW, THEREFORE, the City Council of the City of Thousand Oaks does hereby resolve as follows:

1. The compensation package set forth in the attached Sixth Amendment to Employment Agreement (Exhibit A) is approved for the City Attorney's personal services.

PASSED AND ADOPTED THIS 10<sup>th</sup> day of September, 2019.

  
Robert McCoy, Mayor  
City of Thousand Oaks

ATTEST:

  
Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:

  
Patrick J. Hehir, Assistant City Attorney



CERTIFICATION

STATE OF CALIFORNIA       )  
COUNTY OF VENTURA       ) SS.  
CITY OF THOUSAND OAKS    )

I, CYNTHIA M. RODRIGUEZ, City Clerk of the City of Thousand Oaks, DO  
HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution  
No. 2019-046 which was duly and regularly passed and adopted by said City  
Council at a regular meeting held September 10, 2019 by the following vote:

AYES: Councilmembers Bill-de la Peña, Engler, Jones, Adam, and Mayor McCoy

NOES: None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
official seal of the City of Thousand Oaks, California.

  
Cynthia M. Rodriguez, City Clerk  
City of Thousand Oaks, California

  
Date Attested

## EXHIBIT A

### SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS AND THE CITY ATTORNEY

#### CONTRACT NO. 9799-2012

This Sixth Amendment to Employment Agreement (Contract No. 9799-2012) between the City of Thousand Oaks and the City Attorney ("Agreement") is entered into this 10th day of September 2019, by and between Tracy M. Noonan ("City Attorney") and the City of Thousand Oaks ("City").

#### RECITALS

WHEREAS, City and City Attorney desire to amend Agreement by which Tracy Noonan undertook the position of City Attorney as described therein and otherwise subject to all of the covenants and conditions set forth therein.

#### AGREEMENT

NOW, THEREFORE, City and City Attorney agree that the Agreement be, and hereby is, amended as follows:

1. **Section 4: Salary**

Effective July 13, 2019, City agrees to pay City Attorney for her services rendered pursuant hereto a salary of Two Hundred Seventy-Two Thousand, One Hundred and Thirty-Six Dollars and Eighty Cents (\$272,136.80) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Attorney's salary annually as part of her performance evaluation, as explained in Section 5.

City Council shall annually review City Attorney's salary range and benefits, with any increase(s) to be made to such extent as City Council may determine desirable. Increase(s) provided to other executive management employees shall be taken into consideration by City Council during this review period.

2. Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, this Sixth Amendment has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS:

CITY ATTORNEY:

\_\_\_\_\_  
Robert McCoy, Mayor

\_\_\_\_\_  
Tracy M. Noonan

ATTEST:

\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Patrick J. Hehir  
Assistant City Attorney

RESOLUTION NO. 2021-051

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF THOUSAND OAKS APPROVING  
COMPENSATION AND EIGHTH AMENDMENT TO  
EMPLOYMENT AGREEMENT FOR CITY  
ATTORNEY

WHEREAS, Section 2-1.502 of the Thousand Oaks Municipal Code provides that the City Attorney shall receive such compensation as determined by the City Council and fixed by Resolution; and

NOW, THEREFORE, the City Council of the City of Thousand Oaks does hereby resolve as follows:

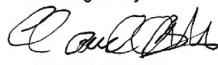
1. The compensation package set forth in the attached Eighth Amendment to Employment Agreement (Exhibit A) is approved for the City Attorney's personal services.

PASSED AND ADOPTED THIS 14<sup>th</sup> day of September, 2021, by the following vote:

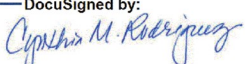
Ayes: Councilmembers Adam, Jones, Engler, and Mayor Bill-de la Peña

Noes: Councilmember McNamee

Absent: None

DocuSigned by:  
  
0F5DE74C0896425...  
Claudia Bill-de la Peña, Mayor  
City of Thousand Oaks

ATTEST/CERTIFY:

DocuSigned by:  
  
1BE21485944D4F7...  
Cynthia M. Rodriguez, City Clerk

Date Attested: 9/16/2021

APPROVED AS TO FORM:

DocuSigned by:  
  
ECFF0D79C3D94FD...  
David Womack, Assistant City Attorney

*The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the City of Thousand Oaks City Council on the date cited above.*

## EXHIBIT A

### EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS AND THE CITY ATTORNEY

This Eighth Amendment to Employment Agreement (Contract No. 9799-2012) between the City of Thousand Oaks and the City Attorney ("Agreement") is entered into this 14th day of September, 2021, by and between Tracy M. Noonan ("City Attorney") and the City of Thousand Oaks ("City").

### RECITALS

WHEREAS, City and City Attorney desire to amend Agreement by which Tracy Noonan undertook the position of City Attorney as described therein and otherwise subject to all of the covenants and conditions set forth therein.

### AGREEMENT

NOW, THEREFORE, City and City Attorney agree that the Agreement be, and hereby is, amended as follows:

#### 1. **Section 4: Salary**

Effective July 10, 2021, City agrees to pay City Attorney for her services rendered pursuant hereto a salary of Two Hundred Eighty-Two Thousand, Twenty-Two Dollars and Forty-Eight Cents (\$282,022.48) per year, payable in the normal payroll installments at the same time as other executive management employees of City are paid. City Council shall review City Attorney's salary annually as part of her performance evaluation, as explained in Section 5.

City Council shall annually review City Attorney's salary range and benefits, with any increase(s) to be made to such extent as City Council may determine desirable. Increase(s) provided to other executive management employees shall be taken into consideration by City Council during this review period.

#### 2. **Appendix A: City Attorney Benefits**

Item 3. **Deferred Compensation:** delete "and Retiree Health Savings plan".

Item 15. **Retiree Health Savings (RHS) Plan:** City shall establish a Retiree Health Savings (RHS) Plan for the benefit of the City Attorney. City shall make a direct annual mandatory employer contribution to the plan in

the amount of \$1,360 during the first full pay period after July 1 of each year beginning in 2021. The account shall be 100% vested at all times. Upon death of member without a spouse or eligible dependent, assets shall forfeit to the City to be reallocated for other healthcare contributions/expenses.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement and any amendments thereto shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Seventh Amendment has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS:

CITY ATTORNEY:

\_\_\_\_\_  
Claudia Bill-de la Peña, Mayor

\_\_\_\_\_  
Tracy M. Noonan

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

\_\_\_\_\_  
David Womack  
Assistant City Attorney