

**DIRECTOR OF PUBLIC SAFETY EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF ROHNERT PARK  
AND  
TIMOTHY S. MATTOS**

This Employment Agreement (the “Agreement”) is made and entered into and is effective on December 28, 2018, by and between the City of Rohnert Park, California, a municipal corporation (the “City”), and Timothy S. Mattos, an individual (“Mattos”). The City and Mattos are sometimes individually referred to as a “Party” and collectively as “Parties.”

**RECITALS**

- A. The City requires the services of a Director of Public Safety.
- B. Mattos has the necessary education, experience, skills and expertise to serve as the City’s Director of Public Safety.
- C. The City desires to employ Mattos to serve as the City’s Director of Public Safety, as provided for by the Rohnert Park Municipal Code in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.
- D. Mattos desires to accept at-will employment as the City’s Director of Public Safety in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.
- E. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260, *et seq.*

**AGREEMENT**

Therefore, in consideration of the Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as follows:

**1. DUTIES.**

- A. **Position.** Mattos accepts employment with the City as City’s Director of Public Safety and shall perform the functions, services and duties set forth in Section 1.B [Duties] of this Agreement.
- B. **Duties.** Mattos shall have the powers, duties and responsibilities set forth in this Section 1.B, and shall exercise such powers and perform such duties and responsibilities at the direction and under the supervision of the City Manager.

(1) Mattos shall serve as the City’s Director of Public Safety and perform the duties set forth in the City’s and Department of Public Safety’s personnel rules,

policies, regulations, procedures, ordinances, resolutions, and City's Municipal Code, as they may be amended or supplemented from time to time, state and federal law and the Director of Public Safety Job Description attached hereto and incorporated herein by reference as Attachment "A".

(2) As the City's Director of Public Safety, Mattos shall: (a) keep the City Manager fully apprised of all significant ongoing operations of the Department of Public Safety; (b) report directly to the City Manager; and (c) periodically, or as may be otherwise specifically requested by the City Manager or City Council, provide status reports to the City Council on his activities and those of the Department of Public Safety.

(3) Mattos shall provide such other services as are customary and appropriate to the position of Director of Public Safety, together with such additional services consistent with California and federal law, the City's and Department of Public Safety's personnel rules, policies, regulations, procedures, ordinances, resolutions, and City's Municipal Code, that are assigned from time to time by the City Manager. Mattos shall devote his best efforts and full-time attention to the performance of these duties.

(4) Mattos shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession.

C. **Hours of Work.** Mattos is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Public Safety's position. At a minimum, the Director of Public Safety is expected to work customary business hours Monday through Friday unless otherwise agreed to by the City Manager. Mattos further acknowledges and agrees that the position of Director of Public Safety is an exempt position under state and federal wage and hour laws and that Mattos' compensation (whether salary or benefits) is not based on hours worked and that Mattos is not entitled to any compensation for overtime.

D. **At-Will.** Mattos acknowledges that he is an at-will employee of the City who shall serve at the pleasure of the City Manager at all times during the period of his employment and that his employment may be terminated at any time for any or no reason with or without cause as provided in Section 4 [Termination] of this Agreement and/or by operation of applicable California or federal law. The terms of the City's and Department of Public Safety's personnel rules, policies, regulations, procedures, ordinances, resolutions, or Municipal Code, as they may be amended or supplemented from time to time, (collectively "Personnel Policies") shall not apply to Mattos to the extent such Personnel Policies conflict with this at-will status. This provision is not intended to limit, in any way, any right that Mattos has under the Public Safety Officers Procedural Bill of Rights Act, as set forth in California Government Code Sections 3300-3313 ("POBRA") or the Firefighters Procedural Bill of Rights Act, as set forth in California Government Code Sections 3250-3262 ("FBORA").

E. **No Property Right.** Nothing in this Agreement is intended to, or does, confer upon Mattos any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City to terminate his employment, except as is expressly provided in Section 4 [Termination] of this Agreement and/or by operation of California or federal law. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Mattos as provided in Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mattos to resign at any time from this position with City, subject only to the provisions set forth in Section 4 [Termination] of this Agreement. This provision is not intended to limit, in any way, any right that Mattos has under the POBRA or FBORA.

F. **Other Activity.** In accordance with Government Code Section 1126, during the period of his employment, Mattos shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity whether or not for pecuniary advantage, that is or may be competitive with City, that might cause a conflict-of-interest with City, or that otherwise might interfere with the business or operation of City or the satisfactory performance of Mattos' duties as Director of Public Safety. Prior to performing any services under this Agreement and annually thereafter, Employee must complete any disclosure forms required by law.

## 2. **TERM.**

This Agreement commences and is effective on December 28, 2018 ("Effective Date") after being approved by the City Council and after being executed by both Parties. Subject to the provisions set forth in Section 4 [Termination], Mattos shall be employed in the position of Director of Public Safety for a term commencing on the Effective Date. This agreement shall expire as of the first of the following to occur: (1) 5:00 p.m. on December 27, 2021; or (2), upon termination of this Agreement by either Party in accordance with the provisions set forth in Section 4 [Termination] of this Agreement.

## 3. **COMPENSATION AND BENEFITS.**

A. **Base Salary.** Mattos shall receive an annual base salary of one hundred eighty three thousand and seven hundred fifty dollars (\$183,750.00), Step 4 of Salary Range 105, paid according to the schedule as other employees of the City are paid and subject to all applicable payroll taxes and withholdings. Movement to the next step in the salary range is performance based at the City Manager's discretion. Beginning the first pay period which includes July 1, 2019 Mattos shall be entitled to a two and a half percent (2.5%) cost of living adjustment. Beginning the first pay period which includes July 1, 2020 Mattos shall be entitled to a three percent (3%) cost of living adjustment.

**B. Benefits.**

1) Mattos shall be entitled to all benefits, rights and privileges afforded to the non-public safety Management Unit in the Management Unit Outline except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety City Department Directors or other unclassified employees, this Agreement shall control.

2) Mattos shall be entitled to accrue the same Annual Leave hours and Administrative Leave hours provided to the Rohnert Park Public Safety Managers' Association in accordance with the Memorandum of Agreement, effective June 25, 2017 to June 30, 2021 ("RPPSMA MOA").

a) Administrative Leave hours shall be prorated the first year;

b) Pursuant to the Recruitment and Retention Incentive Program for Public Safety Positions (Resolution No. 2018-066) Mattos shall receive an initial annual leave bank of 40 hours on date of hire and annual accruals based on 11-15 years of service (232 hours annually).

3) City acknowledges that Mattos has submitted a valid Peace Officers Standards and Training (P.O.S.T.) Executive Certificate and agrees to pay Mattos a P.O.S.T. Certification Stipend in the amount of eight and a half percent (8.5%) of base salary per month.

4) Mattos shall be included in the City's Safety Plan with the California Public Employees' Retirement System ("CalPERS") with a formula of 3% at 55, with a three year average. Mattos shall pay through payroll deduction 9% of the employee contribution amount established by CalPERS. This contribution percentage is subject to change.

5) The City shall provide a Uniform Maintenance Allowance of \$1,080 per calendar year. The Uniform Maintenance Allowance shall be paid monthly, and the City will comply with CalPERS' requirements for reporting these allowances. Under current CalPERS regulations, uniform allowances are to be reported to CalPERS only for Classic members.

6) City shall provide Employee with a cell phone, City vehicle for his use at City expense and any other equipment deemed appropriate by the City Manager. Use of said items are subject to the applicable City or Department of Public Safety policies.

7) Mattos acknowledges and agrees that he shall not be eligible or entitled to receive a recruitment and retention bonus or payment in accordance with Resolution No. 2018-066, Recruitment and Retention Incentive Program for Public Safety Positions, during the term of the Agreement.

8) City shall provide reimbursement up to two thousand five hundred dollars (\$2,500) for IRS approved relocation expenses.

9) City shall budget sufficient funds to cover dues, subscriptions, conferences, seminars, travel and related expenses for participation in regional, state and local associations necessary and desirable for the full representation of the City's interest and Mattos' professional development.

C. **Reimbursement.** City shall reimburse Mattos for reasonable and necessary travel, subsistence and other business expenses incurred by Mattos in the performance of his duties. All reimbursements shall be subject to and in accordance with California and federal law and City's policies and procedures regarding reimbursement and shall be subject to approval by the City Manager.

#### 4. **TERMINATION.**

A. **By CITY.** City may terminate Mattos for any reason, and at any time, with or without cause, during the term of the Agreement, by providing Mattos with written notice of the reason(s) and an opportunity for administrative appeal, as provided by the City's Director of Public Safety Administrative Appeal Policy which will be prepared in accordance with the requirements of the POBRA and the FBORA ("Director of Public Safety Administrative Appeal Policy"). CITY's right to terminate Mattos shall only be subject to the Director of Public Safety Administrative Appeal Policy and not be subject to or in any way limited by any other Personnel Policies or past City practices relating to the employment, discipline, or termination of its employees. Mattos expressly waives any rights provided for the Director of Public Safety or City personnel under the Personnel Policies or under other State or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except as provided by the Director of Public Safety Administrative Appeal Policy.

(1) **By City for Cause.**

(a) City may immediately terminate this Agreement at any time, during the term of the Agreement, by providing Mattos written notice of his termination for cause and the facts and grounds constituting cause in accordance with the Director of Public Safety Administrative Appeal Policy. For purpose of this Agreement, cause for termination shall include, but shall not be limited to the following: (1) theft or attempted theft; (2) dishonesty; (3) willful or persistent material breach of duties; (4) engaging in unlawful discrimination or harassment of employees or any third party while on City premises or time; (5) engaging in conduct tending to bring embarrassment or disrepute to City; (6) unauthorized absences; (7) breach of any of the terms of this Agreement; (8)

conviction of a felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, or conflict of interest resulting in conviction (“Cause”).

(b) If the termination remains in effect following an administrative appeal in accordance with the Director of Public Safety Administrative Appeal Policy, or if Mattos does not exercise his right to administrative appeal, no severance payment or any further salary shall be paid beyond the effective date of the termination. However, Mattos shall receive any such other termination payments and extension of benefits as may be required by law.

(2) **By City for Reasons Other Than Cause.**

(a) By providing Mattos at least thirty (30) days prior written notice thereof, during the term of the Agreement, City may terminate Mattos for reasons other than Cause for the purpose of implementing the City’s goals or policies, including but not limited to: (1) change of administration; or (2) incompatibility of management styles.

(b) If the termination remains in effect following administrative appeal in accordance with the Director of Public Safety Administrative Appeal Policy, or if Mattos does not exercise his right to administrative appeal, Mattos shall be entitled to a “severance payment” equal to six (6) months base salary, less applicable deductions. Mattos shall also receive any such other termination payments and extension of benefits as may be required by law. This provision is intended to comply with Government Code Sections 53260 and 53261.

B. **By Employee.** Mattos may terminate his employment for any reason, and at any time, during the term of the Agreement, with or without reason, by providing the City Manager with thirty (30) days advance written notice. City shall have the option, in its complete discretion, to make Mattos’ termination effective at any time prior to the end of such period, provided City pays Mattos all compensation due and owing him through the last day actually worked and complies with the Director of Public Safety Administrative Appeal Policy. Mattos shall not be entitled to any severance payment under the Agreement. It is understood and agreed that any notice of termination should be given as soon as practicable and in the best interest of the City.

C. **No Notice for Expiration.** Nothing in Section 4 [Termination] shall be construed to require either the City or Mattos to give advance written notice in order for the Agreement to expire as set forth in Section 2 [Term].

D. **Benefits Upon Termination.** All benefits to which Mattos is entitled under this Agreement shall cease upon the termination of Mattos’ employment in accordance with Section 4, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to Mattos, or unless otherwise required by law.

E. **Effect of Conviction on Termination.** If Mattos is convicted of a crime involving an abuse of his office or position, as defined in Government Code section 53243.4, the following restrictions shall apply: (i) any paid leave given to Mattos pending an investigation shall be fully reimbursed to City, (ii) any funds expended by City for the legal criminal defense of Mattos shall be fully reimbursed to City, (iii) any cash settlement paid to Mattos shall be fully reimbursed. Upon conviction of a covered felony under California Government Code sections 7522.72 or 7522.74, Mattos may forfeit the benefits in accordance with those sections.

5. **MISCELLANEOUS PROVISIONS.**

A. **Amendments.** Except as prescribed herein, this Agreement cannot be amended or modified except by written mutual agreement signed by the Parties and approved by the City Council.

B. **Conflict of Interest.** Mattos represents and warrants to City that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his duties and services under this Agreement.

C. **Indemnification.**

(1) To the full extent of the law as provided by the California Torts Claims Acts (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to Mattos, the City shall defend and indemnify Mattos against and for all losses sustained by Mattos in direct consequences of the discharge of Mattos' duties on the City's behalf for the period of Mattos' employment.

(2) The City shall defend, save harmless and indemnify Mattos against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Mattos' duties as Director of Public Safety provided that such indemnity shall not extend to any judgement for damages arising out of any willful wrongdoing or acts performed outside the normal course and scope of his employment. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in Mattos' capacity as Director of Public Safety, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that Mattos may have under the law. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon.

- D. **Severability.** If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.
- E. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Sonoma County, California.
- F. **Entire Agreement.** This Agreement represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by a written, fully executed agreement of the Parties.

G. **Notices.**

Any notice, amendments, or additions to this Agreement, including change of address of either Party during the term of the Agreement, which Mattos or the City shall be required, or may desire, to make shall be in writing and shall be hand-delivered to the respective Parties or sent by first class mail with postage prepaid as follows:

TO CITY:                      City Manager  
    City of Rohnert  
    Park 130 Avram  
    Avenue  
    Rohnert Park, CA 94928

TO MATTOS:                 Timothy S. Mattos  
    Address on file with Human Resources

- H. **Attorney's Fees.** In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each Party shall bear its own attorney's fees and costs.
- I. **Assignment.** Mattos shall not assign any rights or obligations under this Agreement. City may, upon prior written notice to Mattos, assign its rights and obligations hereunder.
- J. **Waiver.** Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
- K. **Interpretation.** This agreement shall be construed as a whole, according to its fair meaning and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in

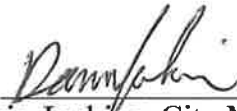


favor of the party receiving a benefit nor against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

- L. **Acknowledgment.** Mattos acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

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

CITY OF ROHNERT PARK

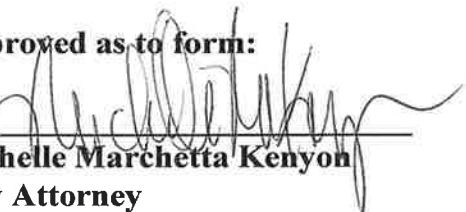
By:   
Darrin Jenkins, City Manager

MATTOS:

By:   
Timothy S. Mattos

**Per Resolution Number 2018-102  
Adopted by City Council on December 11, 2018**

**Approved as to form:**

By:   
**Michelle Marchetta Kenyon**  
City Attorney

**Attest**

  
Asst. City Clerk, Caitlin Saldanha

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT  
Between  
CITY OF ROHNERT PARK AND TIMOTHY S. MATTOS**

**1. PARTIES AND EFFECTIVE DATE**

The parties to this First Amendment to Employment Agreement (“First Amendment”) are the City of Rohnert Park (“City”) and Timothy S. Mattos (“Employee”). The effective date of this First Amendment shall be November 24, 2019.

**2. PURPOSE**

The parties have previously entered into an Employment Agreement between City of Rohnert Park and Timothy S. Mattos (“Employment Agreement”) effective as of December 28, 2018. The City and Employee hereby desire to amend the Employment Agreement as set forth below.

**3. AMENDMENT TO SECTION 3**

Section 3(A) of the Amended Employment Agreement is hereby modified in its entirety to read as follows:

**3. COMPENSATION AND BENEFITS.**

- A. Base Salary. Mattos shall receive an annual base salary of one hundred eighty three thousand and seven hundred fifty dollars (\$183,750.00), Step 4 of Salary Range 105, paid according to the schedule as other employees of the City are paid and subject to all applicable payroll taxes and withholdings. Movement to the next step in the salary range is performance based at the City Manager’s discretion. Beginning the first pay period which includes July 1, 2019 Mattos shall be entitled to a two and a half percent (2.5%) cost of living adjustment. Beginning November 24, 2019 Mattos shall be entitled to a 1.6% equity pay adjustment for a base salary of \$191,423.00. Beginning the first pay period which includes July 1, 2020 Mattos shall be entitled to a three percent (3%) cost of living adjustment.

**4. GENERAL PROVISIONS**

A. This First Amendment consists of pages 1 through 2 inclusive and constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the terms discussed in this First Amendment.

B. Except as specifically modified herein, all remaining terms and obligations set forth in the Amended Employment Agreement between the City of Rohnert Park and Employee shall remain in full force and effect.

CITY OF ROHNERT PARK

By:   
Darrin Jenkins,  
City Manager

Dated: 1/8/2020  
Per Reso. No. 2019-150 adopted November 26, 2019

EMPLOYEE


By:   
Timothy S. Mattos

Dated: 01/08/2020

APPROVED AS TO FORM:

By:   
Michelle Marchetta Kenyon  
City Attorney

Attest:

By:   
City Clerk

**EXHIBIT "A"**

**SECOND AMENDMENT TO  
EMPLOYMENT AGREEMENT**

**Between**

**CITY OF ROHNERT PARK AND TIMOTHY S. MATTOS**

**1. PARTIES AND EFFECTIVE DATE**

The parties to this Second Amendment to Employment Agreement ("Second Amendment") are the City of Rohnert Park ("City") and Timothy S. Mattos ("Employee"). The effective date of this Second Amendment shall be June 6, 2021.

**2. PURPOSE**

The parties have previously entered into an Employee Agreement between City of Rohnert Park and Timothy S. Mattos ("Employment Agreement") effective as of December 28, 2018. On November 24, 2019, the City entered into a First Amendment to Employment Agreement with Timothy S. Mattos to modify the compensation provision of the Employment Agreement. The Employment Agreement as amended by the First Amendment to the Employment Agreement shall be referred to as the "Amended Employment Agreement." The City and Employee hereby desire to amend the Amended Employment Agreement as set forth below.

**3. AMENDMENT TO SECTION 4**

Section 4(c) of the Amended Employment Agreement is hereby modified in its entirety to read as follows:

**4. COMPENSATION AND BENEFITS.**

(c) Employee shall be entitled to the following salary adjustments: \$214,269.65 base salary (which represents a 3.5% increase from the previous year) effective June 6, 2021; \$218,555.05 base salary (which represents a 2% increase from the previous year) effective the first day of the first pay period which includes July 1, 2022; \$224,018.92 base salary (which represents a 2.5% increase from the previous year) effective the first day of the first pay period which includes July 1, 2023; \$230,739.49 base salary (which represents a 3.0% increase from the previous year) effective the first day of the first pay period which includes July 1, 2024.

**4. GENERAL PROVISIONS**

A. This Second Amendment consists of pages 1 through 2 inclusive and constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the terms discussed in this Second Amendment.

B. Except as specifically modified herein, all remaining terms and obligations set forth in the Amended Employment Agreement between the City of Rohnert Park and Employee shall remain in full force and effect.

CITY OF ROHNERT PARK

By:   
Darrin Jenkins,  
City Manager

Dated: July 28, 2021  
Per Reso. No. 2021-~~79~~ adopted 6/22/21

EMPLOYEE

By:   
Timothy S. Mattos

Dated: 7/26/21

APPROVED AS TO FORM:

By:   
Michelle Marchetta Kenyon  
City Attorney

Attest:

By:   
**Acting** City Clerk

## **EXHIBIT "A"**

### **THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**

**Between  
CITY OF ROHNERT PARK AND TIMOTHY S. MATTOS**

#### **1. PARTIES AND EFFECTIVE DATE**

The parties to this Third Amendment to Employment Agreement ("Third Amendment") are the City of Rohnert Park ("City") and Timothy S. Mattos ("Employee"). The effective date of this Third Amendment shall be December 5, 2021.

#### **2. PURPOSE**

The parties have previously entered into an Employee Agreement between City of Rohnert Park and Timothy S. Mattos ("Employment Agreement") effective as of December 28, 2018. On November 24, 2019, the City entered into a First Amendment to Employment Agreement with Timothy S. Mattos to modify the compensation provision of the Employment Agreement. On June 6, 2021, the City entered into a Second Amendment to Employment Agreement with Timothy S. Mattos to modify the compensation provision of the Employment Agreement. The Employment Agreement as amended by the Second Amendment to the Employment Agreement shall be referred to as the "Amended Employment Agreement." The City and Employee hereby desire to amend the Amended Employment Agreement as set forth below.

#### **3. AMENDMENT TO SECTION 2**

Section 2 of the Amended Employment Agreement is hereby modified in its entirety to read as follows:

##### **2. TERM**

This Agreement commences and is effective on December 5, 2021 ("Effective Date") after being approved by the City Council and after being executed by both Parties. Subject to the provisions set forth in Section 4 [Termination], Mattos shall be employed in the position of Director of Public Safety for a term commencing on the Effective Date. This agreement shall expire as of the first of the following to occur: (1) 5:00 p.m. on December 5, 2024; or (2), upon termination of this Agreement by either Party in accordance with the provisions set forth in Section 4 [Termination] of this Agreement.

#### **4. AMENDMENT TO SECTION 3**

Section 3(a) of the Amended Employment Agreement is hereby modified in its entirety to read as follows:

**3. COMPENSATION AND BENEFITS.**

- (a) Base Salary. Employee shall be entitled to the following salary adjustments:  
\$219,626.39 base salary (which represents a 2.5% increase from the previous year) effective December 5, 2021; \$229,509.58 base salary (which represents a 4.5% increase from the previous year) effective the first day of the first pay period which includes July 1, 2022; \$240,985.06 base salary (which represents a 5% increase from the previous year) effective the first day of the first pay period which includes July 1, 2023; \$248,214.61 base salary (which represents a 3.0% increase from the previous year) effective the first day of the first pay period which includes July 1, 2024.

**4. GENERAL PROVISIONS**

A. This Third Amendment consists of pages 1 through 3 inclusive and constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the terms discussed in this Third Amendment.

B. Except as specifically modified herein, all remaining terms and obligations set forth in the Amended Employment Agreement between the City of Rohnert Park and Employee shall remain in full force and effect.

CITY OF ROHNERT PARK


By:   
Darrin Jenkins,  
City Manager

Dated: 1/5/2022  
Per Reso. No. 2021-~~136~~ adopted 11-23-21

EMPLOYEE

By:   
Timothy S. Mattos

Dated: 12/15/2021

APPROVED AS TO FORM:  
By:   
Michelle Marchetta Kenyon  
City Attorney

Attest:

By:   
Deputy City Clerk