

**SIDE LETTER AGREEMENT No. 3
BETWEEN CITY OF SAN PABLO
AND SAN PABLO POLICE EMPLOYEES ASSOCIATION
RE: NOTARY PAY**

WHEREAS, the City of San Pablo ("City") and the San Pablo Police Employees' Association ("SPPEA" or "Association") have entered into a Memorandum of Understanding (MOU) covering a term of July 1, 2022 through June 30, 2027;

WHEREAS, the SPPEA has requested Notary Pay for employees who provide notary services;

WHEREAS, the City is willing to provide Notary Pay for employees represented by SPPEA who provide notary services;

NOW THEREFORE, the City and SPPEA hereby agree to modify Section 4 of the Memorandum of Understanding between the parties as follows:

SECTION 4. SALARIES

4.3 Special Assignment Pay

4.3.3 Notary Pay

Effective the first pay period following City Council approval of this side letter in 2026, the Police Chief may assign employees in the job classification of Police Executive Assistant who obtain and maintain a notary public certificate from the State of California to be the Police Department's Notary Public.

An employee, who is assigned to be a Notary Public for the City, shall receive a monthly compensation of fifty dollars (\$50) for providing Notary Public services to the City of San Pablo. The employee must obtain a certificate as a Notary Public and is responsible for any license or recertification process required to maintain the certificate as a Notary Public. The City will pay for the fees associated in obtaining and renewing the certificate on behalf of the assigned employees.

This Settlement Agreement settles any and all matters related to notary pay for all affected employees, including Tracey Thebodeau, the prior affected grievant in SPPEA's related grievance, dated January 27, 2026, which was voluntarily withdrawn on January 28, 2026. Any and all prior grievances are hereby withdrawn with prejudice.

This Agreement fully settles and resolves any and all claims, disputes, grievances, demands, or causes of action, known or unknown, arising out of or related to notary pay by employees during the course of employment with City through the effective date of this Agreement.

SPPEA hereby releases and discharges the City, its officers, representatives, employees, agents, successors and assigns, from any liability for such claims.

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The Parties agree that this settlement does not establish precedent or past practice between the Parties regarding notary pay.

The Parties declare and represent that no promise, inducement or agreement not discussed in this document has been made between the Parties and that this document contains the entire expression of agreement between the Parties on the subjects addressed herein.

This Side Letter Agreement shall be effective upon City Council adoption, and shall remain in effect until the next successor MOU is negotiated, at which time the side letter will be incorporated into the MOU, unless otherwise agreed by both parties in writing.

SO AGREED:

FOR THE CITY

FOR SPPEA

Signature

Signature

Date

Date:

TRACEY THEBODEAU



Signature

Date

4/30/26

4/30/2024