

AMENDMENT NO. 1

Approving Revised Attachment B to add additional \$75,000

1. Parties. The parties to this Contract Amendment are the City of Hercules, a public body corporate and the following named Contractor:

Yiftee
325 Sharon Park Drive #215, Menlo Park, CA 94025
(650) 533-0938
Attention: Donna Novitsky
donna@yiftee.com

The parties to this Contract Amendment do mutually agree and promise as follows:

2. Purpose. This Amendment No. 1 is being entered into to amend an existing contract between the City and Contractor which was approved by the City Council of the City of Hercules on April 26, 2022, by Resolution No. 22-032. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment Agreement.

4. Amendment. This Amendment No. 1 is intended to amend the Original Contract and previously approved amendments (collectively, the "Amended Contract") thereto to provide for additional compensation in an amount not to exceed \$75,000, for a total contract amount of \$140,000.

5. Amendment Approval: This Amendment No. 1 is hereby approved by the City Council of the City of Hercules on this 28th day of February, 2023.

6. Signatures. These signatures attest the parties' agreement hereto:

City of Hercules
DocuSigned by:
s/ Dante Hall
Dante Hall, City Manager
Date: 3/6/2023

Contractor: Yiftee
DocuSigned by:
s/ Donna Novitsky
Donna Novitsky
CEO, Yiftee, Inc.
Name/Title
Date: 3/14/2023

Approved as to form:
DocuSigned by:
By Patrick Tang
Patrick Tang, City Attorney

ORDINANCE NO. 486

AN ORDINANCE OF THE CITY OF HERCULES ESTABLISHING POLICIES TO ADDRESS AND PREVENT NEPOTISM AND CRONYISM IN CITY EMPLOYMENT AND CONTRACTING

WHEREAS, to promote and maintain confidence in City government, it is imperative that City employment and contracting are free from nepotism, cronyism, patronage, and favoritism; and

WHEREAS, it is imperative that City employment and City contracts be based on merit, so that citizens are assured that City employees will be providing the highest quality service to those deserving citizens; and

WHEREAS, nepotism, cronyism, patronage, and favoritism are demoralizing and dispiriting to the dedicated, hard-working employees of the City; and

WHEREAS, the hiring of city officials, contractors and consultants who have a family, business, or consensual romantic and/or sexual relationship with a City official creates the appearance of impropriety and should be discouraged.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hercules as follows:

1. The Hercules Municipal Code is hereby amended to include Title 2, Chapter 3, Article 4, to read as follows:

“Article 4. PREVENTION OF NEPOTISM AND CRONYISM IN EMPLOYMENT AND CONTRACTING

Sec. 2-3.401 Purpose

In adopting this Article, it is the intent of the City Council to prohibit the contracting with, and employment of, relatives and friends of City Officials, to ensure that no conflict of interest, favoritism, preferential treatment, or discrimination enters into the hiring, promotion, contracting and/or transfer practices of the City.

The regulations established by this Article shall apply to all City officials, as defined herein, and to all individuals or firms who provide services to the City as independent contractors or paid consultants.

Sec. 2-3.402 Definitions

“City” as used herein shall mean the City of Hercules, California.

“City Officials” for the purposes of this Article means City Elected Officials, City Appointed Officials, appointees to City ad hoc or standing committees, appointees to City Commissions, and City Employees, including all individuals who are employed by the City Manager, City Attorney, and City Clerk, as well as all employees of City Agencies and Departments.

“Contractor” means any individual or firm providing material, equipment, or services to the City pursuant to a written or oral agreement with the City as an independent contractor or consultant, and not as an employee.

"Family Relationship" means a relationship by blood, adoption, marriage, domestic partnership, foster care, and cohabitation, and includes parents, grandparents, great-grandparents, grandchildren, great-grandchildren, children, foster children, uncles, aunts, nephews, nieces, first cousins, second cousins, siblings, and the spouses or domestic partners of each of these relatives and cohabitants. This definition includes any relationship that exists by virtue of marriage or domestic partnership, such as in-law and step relationships, which are covered to the same extent as blood relationships.

"Consensual Romantic and/or Sexual Relationship" means any consensual romantic and/or sexual relationship between a City official or Contractor and any City official who may supervise him or her directly or indirectly, or who may influence the terms and conditions of his or her employment or contract with the City.

“Cronyism” means making an employment or contracting decision based upon personal, political, financial, or commercial relationships instead of merit when the person or entity benefitting from the employment, promotion, supervision or contract does not have the qualifications for the position or contract, or is being compensated at a rate that is more than the rate that would be paid other employees or contractors performing the same or similar functions.

“Nepotism” means employing, promoting, supervising or contracting with a person or persons who have a family relationship or a consensual romantic and/or sexual relationship with a City official.

Sec. 2-3.403 Restricting Nepotism and Cronyism in Public Employment.

(a). Statement of Policy.

It is the policy of the City of Hercules to hire, promote, and transfer employees on the basis of individual merit and to avoid favoritism or discrimination in making such decisions. The employment of relatives of City officials, in positions where one might have influence over the other’s status or job security, is regarded as a violation of this Section. Nepotism and cronyism, as defined in Section 2-3.402, are prohibited from City employment decisions to the full extent permitted by law.

It is therefore the City’s policy to prohibit nepotism and cronyism in public employment according to the guidelines below:

- (1) An individual will not be hired, promoted, transferred, or otherwise placed into a position when a person with whom the individual has a family relationship or consensual romantic and/or sexual relationship occupies a position in his or her direct supervisory chain of command.
- (2) Individuals will not be hired, promoted, transferred, or otherwise placed into a position when to do so would constitute cronyism.
- (3) Department Heads are prohibited from employing or supervising any person with whom the Department Head has a family relationship or consensual romantic and/or sexual relationship within his/her department in any capacity in which that person may receive compensation.
- (4) Department Heads are prohibited from employing or supervising any individual, when to do so would constitute cronyism.
- (5) City positions should be advertised to the public and filled pursuant to an objective selection process based upon qualification.

(b) Resolving a Violation.

In the event nepotism or cronyism arises due to circumstances such as through promotion, transfer, the development of a consensual romantic and/or sexual relationship or marriage, the involved individuals have six (6) months in which to settle the issue voluntarily (i.e. by having one of them change assignment or leave City employment.)

If the affected parties are unable to resolve the situation within the time provided, their immediate supervisors will review the case at the end of the six-month period. The supervisor's decision concerning which employee must change assignment, made after consultation with the Director of Human Resources, will be binding.

(c) Responsibility to Report.

It is the responsibility of a City Official to report a violation of this Section. A City employee must notify his/her supervisor, and it is the responsibility of an elected or appointed official to notify the City Manager, or the City Attorney in the case of a violation by the City Manager, when any of the following situations occur:

- (1) When a person who is hired or appointed, or is being considered to be hired or appointed, has a family relationship or consensual romantic and/or sexual relationship with a City Official, and/or
- (2) When a City Official has or develops a family relationship or consensual romantic and/or sexual relationship with another City Official who occupies a position in his or her direct supervisory chain of command, and/or
- (3) When hiring, promotion, appointment or supervision of a City Official constitutes cronyism as defined in Section II.

The intent of this Section is to ensure that no conflict of interest, favoritism, preferential treatment, or discrimination enters into the hiring, promotion, and/or transfer practices of the City.

(d) Penalty for Failure to Report.

A City Official, other than an elected official, who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is employed by the City, or who knows or should know of any employment decision that constitutes nepotism or cronyism and fails to report the violation, is subject to discipline, including but not limited to suspension or termination.

An elected official who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is employed by the City, or who knows or should know of an employment decision that constitutes nepotism or cronyism and fails to report the violation, is subject to censure.

Sec. 2-3.404 Restricting Nepotism and Cronyism in Public Contracting.

(a) Statement of Policy.

It is the policy of the City of Hercules to avoid favoritism or discrimination in making decisions to award contracts for supplies, construction, maintenance, professional or other services. The awarding of a contract or the approval of payments or expenses under a contract by a City Official, to a person with whom she or he has a family relationship or a consensual romantic and/or sexual relationship, is regarded as a violation of this Section. Nepotism and cronyism as defined in Section 2-3.402 are hereby prohibited from City contracting decisions to the full extent permitted by law.

It is therefore the City's policy to prohibit nepotism and cronyism in City contracts, according to the guidelines below:

(1) An individual Contractor shall not be awarded a contract with the City when the Contractor has a family relationship or consensual romantic and/or sexual relationship with a City Official who may have some influence over the award or management of the contract, or when the award of a contract to that individual Contractor would constitute nepotism or cronyism.

(2) Firms shall not be awarded contracts with the City when an owner, manager, senior member, principal, officer, or partner of the firm has a family relationship or consensual romantic and/or sexual relationship with a City Official who may have some influence over the award or management of the contract, or when the award of a contract to a firm would constitute nepotism or cronyism.

(3) A City Official is prohibited from awarding contracts to any individual with whom he or she has a family relationship or consensual romantic and/or sexual relationship, or to any firm when an owner, manager, senior member, principal, officer, or partner of the firm has a family relationship or consensual romantic and/or sexual relationship with the employee or official, or when to do so would constitute nepotism or cronyism.

The intent of this Section is to ensure that no conflict of interest, favoritism, or discrimination enters into the contracting practices of the City.

(b) Responsibility to Report a Violation of Regulations Against Contracting with Relatives or Contracts that Constitute Cronyism.

It is the responsibility of a City Official to report a violation of this Section. A City employee must notify his or her supervisor, and an elected or appointed official must notify the City Manager, or the City Attorney in the case of a violation by the City Manager, when he or she is aware of any of the following situations:

(1) When a person who has a family relationship or consensual romantic and/or sexual relationship with a City Official is being considered for the award of a contract to provide services to the City, and/or

(2) When a City Official has or develops a family relationship or a romantic and/or consensual sexual relationship with a person who has an existing contract to provide services to the City, and/or

(3) When the award of a contract would constitute nepotism or cronyism as defined in Section 2-3.402.

(c) Penalty for Failure to Report.

A City Official, other than an elected city official, who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is being considered for or has been awarded a contract with the City in violation of this Section, and fails to report the violation, is subject to discipline, including, but not limited to, suspension or termination.

An elected official who knows or should know that a person with whom he or she has a family relationship or consensual romantic and/or sexual relationship is being considered for or has been awarded a contract with the City in violation of this Section and fails to report the violation, is subject to censure.

A Contractor who has a contract with the City or who seeks a contract with the City and fails to report that a person with whom she or he has a family relationship or consensual romantic and/or sexual relationship is employed by the City or is a City Official, or that the award of the contract constitutes cronyism in violation of this Section, may have his or her contract terminated and may be precluded from being awarded any future contracts with the City.

Sec. 2-3.405 Penalties Not Exclusive.

The penalties provided under this Article are not exclusive, and do not preclude punishment under any other applicable provision of law.

Sec. 203.406 Notice and Acknowledgment.

(a) The requirements of this Article shall be acknowledged annually by all City Officials who are required to comply with State of California financial disclosure requirements, on a form developed by the City Attorney and provided by the City Clerk. The written acknowledgment must be submitted at the time such financial disclosures are required to be submitted.

(b) All contractors and prospective contractors shall be notified in writing of the requirements of this Article at the time the City issues a request for proposals or qualifications, and prior to entering into a sole source agreement.”

2. Severability.

In the event that any one or more of the provisions of this Ordinance are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this Ordinance, and this Ordinance shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

3. The foregoing Ordinance was duly and regularly adopted at a regular meeting of the City Council of the City of Hercules held on the twenty-eighth day of April, 2015 by the following vote of the Council:

AYES: M. de Vera, C. Kelley, B. Kelly, S. McCoy. D. Romero

NOES: None

ABSENT: None

ATTEST:

Margaret S. Roberts
Margaret S. Roberts, MMC
Administrative Services Director/City Clerk





CONTRACTOR ACKNOWLEDGMENT OF CITY OF HERCULES NEPOTISM AND CRONYISM POLICY

SECTION A:

To be completed by City Representative Prior to Distribution to Contractor:

City Representative Edwin Gato Phone 510-799-8200 Project Spec No. 22-012_Amendment1 Reso 23-010
Department Finance Contract/Proposal Name Shop Local Gift Card Program

SECTION B:

This is an Original Revised form (check one). If Original, complete all that applies. If revised, complete Contractor Name and include any changed data.

Contractor/Consultant Name Yiftee, Inc. Phone 650-533-0938
Street Address 325 Sharon Park Dr #215 City Menlo Park State CA Zip 94025

Type of Submission (Check One) Bid Proposal Qualification Contract/Agreement/Amendment

SECTION C:

The undersigned Contractor's Representative acknowledges by his or her signature the following:

It is the policy of the City of Hercules to avoid favoritism or discrimination in making decisions to award contracts for supplies, construction, maintenance, professional or other services. The awarding of a contract or the approval of payments or expenses under a contract by a City Official, to a person with whom she or he has a family relationship or a consensual romantic and/or sexual relationship, is regarded as a violation of this Section. Nepotism and cronyism as defined in Section 2-3.402 are hereby prohibited from City contracting decisions to the full extent permitted by law.

I have read Hercules Ordinance Number 486 and certify that I/we have not knowingly, nor will I/we in the future, enter into a contract with the City of Hercules or accept payment from the City of Hercules when to do so is in violation of Ordinance Number 486.

If circumstances require changing the information on this form while I/we have a bid, proposal, or qualifications under review, or while we are under contract with the City, we will amend this form within five business days.

DocuSigned by:
Donna Novitsky
Signature
Donna Novitsky
Print Name of Signer

3/14/2023
Date
CEO, Yiftee, Inc.
Position

SECTION D:

To Be Completed by Administrative Services Department with the City of Hercules after Submission of the Completed Form by Contractor

Date Received by City 3/15/2023

DocuSigned by:
Eilleis Melendez
Eilleis Melendez
Acting City Clerk

ORDINANCE NO. 534

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HERCULES AMENDING HERCULES MUNICIPAL CODE TITLE 2, BY ADDING A NEW ARTICLE 5 (CHAPTER 2-3.5) ENTITLED, “CITY CONTRACTOR EQUAL PAY ACT COMPLIANCE”, TO PROVIDE A LOCAL MEANS OF DETERMINING WHETHER ENTITIES CONTRACTING WITH THE CITY OF HERCULES ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA EQUAL PAY ACT

WHEREAS, the California Equal Pay Act was originally enacted to prohibit an employer from paying its employees less than employees of the opposite sex for equal work; and

WHEREAS, in 2015, Governor Jerry Brown signed the California Fair Pay Act, which strengthened the California Equal Pay Act and signaled California’s commitment to achieving real gender pay equity; and

WHEREAS, since 2015 there have been additional amendments to the California Equal Pay Act; effective January 1, 2017, Governor Brown signed a bill that added race and ethnicity as protected categories so that the Act now prohibits paying employees less than employees of the opposite sex, or of another race, or of another ethnicity for substantially similar work; and

WHEREAS, the protections, procedures, and remedies relating to race- or ethnicity-based claims are now identical to the ones relating to gender; and

WHEREAS, in addition, employers are prohibited from using prior salary to justify any sex-, race-, or ethnicity-based pay difference; and

WHEREAS, while the State of California has amended the Equal Pay Act to eliminate loopholes and expand its protections, there is no mechanism for a local agency to determine whether contractors or firms who seek to contract with the local agency are in compliance with the requirements of the Equal Pay Act; and

WHEREAS, recent salary studies have shown that women continue to be paid less than men for the same line of employment; and

WHEREAS, recent salary studies have verified that similarly qualified Black, Asian, and Latinx women continue to earn less on average than their white counterparts; and

WHEREAS, anecdotal evidence suggests that the COVID-19 pandemic has disproportionately impacted women, especially women of color.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HERCULES DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby incorporates the above recitals into this Ordinance by this reference.

SECTION 2. Amendment. That the City Council of the City of Hercules does hereby AMEND the Hercules Municipal Code to ADD Title 2, Chapter 3, Article 5, to read as follows:

“Article 5. City Contractor EQUAL PAY ACT Compliance

Sec. 2-3.501 Purpose.

In adopting this Article, it is the intent of the City Council to provide a local means of determining whether entities contracting with the City are in compliance with the California Equal Pay Act.

The regulations established by this Article shall apply to all individuals or firms who provide services to the City as independent contractors or paid consultants.

Sec. 2-3.502 Definitions.

“City” as used herein shall mean the City of Hercules, California.

“City Officials,” for the purposes of this Article, means City elected officials, City appointed officials, and City employees, including all individuals who are employed by the City Manager, City Attorney, and City Clerk, as well as all employees of City agencies and departments.

“Contractor” means any individual or firm providing or proposing to provide material, equipment, or services to the City as an independent contractor or consultant.

Sec. 2-3.503 Requiring Equal Pay Act Compliance in Public Contracting.

(a) Statement of Policy. It is the policy of the City of Hercules to avoid awarding contracts for supplies, construction, maintenance, and professional or other services to contractors that are not in compliance with the requirements of the California Equal Pay Act. The awarding of a contract or the approval of payments or expenses under a contract

by a City Official, to a person or entity that has not complied with the reporting requirements of this Article, is regarded as a violation of this Section.

It is therefore the City's policy to prohibit awarding City contracts, according to the guidelines below:

(1) A contractor shall not be awarded a contract with the City when the contractor has been determined to have violated the Equal Pay Act at any time within the preceding five (5) years.

(2) A firm shall not be awarded a contract with the City when an owner, manager, senior member, principal, officer, or partner of the firm has been determined to have violated the Equal Pay Act at any time within the preceding five (5) years.

(3) ~~A City Official~~ The City Manager is prohibited from approving the awarding of a contract to a contractor who refuses to comply with the requirement to provide an acknowledgment of Equal Pay Act compliance pursuant to Section 2-3.506.

The intent of this Section is to ensure that no discrimination against individuals or groups protected under the California Equal Pay Act enters into the contracting practices of the City.

(b) Responsibility to Report a Violation of Contractor Equal Pay Act compliance requirements. It is the responsibility of City Officials to report a violation of this Section. A City employee must notify his or her supervisor, and an elected or appointed official must notify the City Manager, when he or she is aware of any of the following situations:

(1) When a contractor has been found to be in violation of the Equal Pay Act and is being considered for the award of a contract to provide services to the City; and/or

(2) When a City Official becomes aware of a contractor with an existing contract to provide material, equipment or services to the City is found to be in violation of the Equal Pay Act.

(c) Penalty for Failure to Report. A City Official who knows or should know that a contractor is being considered for or has been awarded a contract with the City in violation of this Article, and fails to report the violation, is subject to discipline, including, but not limited to, suspension or termination.

(d) A contractor with a contract with the City or who seeks a contract with the City and fails to report a violation of the Equal Pay Act or is otherwise not in compliance with requirements of this Article may have his or her contract terminated and may be precluded from being awarded any future contracts with the City.

Sec. 2-3.505 Penalties Not Exclusive.

The penalties provided under this Article are not exclusive, and do not preclude punishment under any other applicable provision of law.

Sec. 2-3.506 Notice and Acknowledgment.

(a) The requirements of this Article shall be acknowledged by all contractors, on a form developed by the City Attorney and provided to contractors by the City Clerk. No contract shall be entered into without submission of the required acknowledgment form.

(b) All contractors, and all prospective contractors, shall be notified in writing of the requirements of this Article at the time the City issues a request for proposals or qualifications, and prior to entering into an agreement.”

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decisions shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be deleted.

SECTION 4. Effective Date and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall publish or post the Ordinance as required by law. This Ordinance shall be effective thirty (30) days from date of final adoption.

THE FOREGOING ORDINANCE was first read at a regular meeting of the Hercules City Council on the 13th day of July, 2021, and was passed and adopted at a regular meeting of the Hercules City Council on the 27th day of July, 2021, by the following vote:

AYES: COUNCIL MEMBERS: T. Grimsley, D. Romero, A. Walker-Griffin, Vice Mayor D. Bailey,
Mayor C. Kelley.

NOES: None.

ABSENT: None.

ABSTAIN: None.

DocuSigned by:

Chris Kelley

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Chris Kelley, Mayor

DocuSigned by:



Lori Martin, MMC

Administrative Services Director / City Clerk



CONTRACTOR ACKNOWLEDGMENT OF COMPLIANCE WITH CALIFORNIA EQUAL PAY ACT

SECTION A:

To be completed by City Representative Prior to Distribution to Contractor: 22-012_Amendment1 Reso
 City Representative Edwin Gato Phone 510-799-8200 Project Spec No. _____
 Department Finance Contract/Proposal Name Shop Local Gift Card Program

SECTION B:

This is an Original Revised form (check one). If Original, complete all that applies. If revised, complete Contractor Name and include any changed data.

Contractor/Consultant Name Yiftee, Inc. Phone 650-533-0938
 Street Address 325 Sharon Park Dr #215 City Menlo Park State CA Zip 94025

Type of Submission (Check One) Bid Proposal Qualification Contract/Agreement/Amendment

SECTION C:

The undersigned Contractor's Representative acknowledges by his or her signature the following:

It is the policy of the City of Hercules to avoid awarding contracts for supplies, construction, maintenance, professional or other services to contractors who are not in compliance with the equal pay requirements of the California Equal Pay Act. The awarding of a contract or the approval of payments or expenses under a contract by a City Official, to a person or contractor not in compliance with the California Equal Pay Act, is regarded as a violation of this Section.

I have read Hercules Ordinance Number 534 and certify that I/we have not in the past 5 years been found to be in violation of the California Equal pay Act, and I/we have not knowingly, nor will I/we in the future, enter into a contract with the City of Hercules or accept payment from the City of Hercules when to do so is in violation of Ordinance Number 534 .

If circumstances require changing the information on this form while I/we have a bid, proposal, or qualifications under review, or while we are under contract with the City, we will amend this form within five business days.

DocuSigned by: <u>Donna Novitsky</u> Signature	<u>3/14/2023</u> Date
<u>Donna Novitsky</u> Print Name of Signer	<u>CEO, Yiftee, Inc.</u> Position

SECTION D:

To Be Completed by Administrative Services Department with the City of Hercules after Submission of the Completed Form by Contractor

Date Received by City 3/15/2023

By Eilleis Melendez
 Eibleis Melendez
 Acting City Clerk

Certificate Of Completion

Envelope Id: B9894C9AD8364795AC6CF5C3C9CA96CB	Status: Completed
Subject: Contract - 22-012_Yiftee_Shop Local Gift Card Program_Amendment 1	
Source Envelope:	
Document Pages: 14	Signatures: 7
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	A. Clarisse Saechao
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	acsaeachao@ci.hercules.ca.us
	IP Address: 66.7.246.210

Record Tracking

Status: Original	Holder: A. Clarisse Saechao	Location: DocuSign
3/6/2023 10:09:01 AM	acsaeachao@ci.hercules.ca.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Hercules	Location: DocuSign

Signer Events

Patrick Tang
 PTang@jarvisfay.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 080A41B9F2FB438...

Timestamp

Sent: 3/6/2023 10:14:04 AM
 Viewed: 3/6/2023 4:26:03 PM
 Signed: 3/13/2023 12:32:26 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 66.7.246.210

Electronic Record and Signature Disclosure:
 Accepted: 3/6/2023 4:26:03 PM
 ID: 82c2028d-6dec-4c91-a8a8-516bc7276f76

Dante Hall
 DHall@ci.hercules.ca.us
 City Manager
 Security Level: Email, Account Authentication (None)

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 664EC62BC8D8428...

Sent: 3/6/2023 10:14:04 AM
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Signature Adoption: Pre-selected Style
 Using IP Address: 66.7.246.210

Electronic Record and Signature Disclosure:
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 ID: 6cca8b1d-d30b-4975-afdb-8884bc13929e

Donna Novitsky
 donna@yiftee.com
 CEO, Yiftee, Inc.
 Yiftee, Inc.
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Sent: 3/6/2023 10:14:05 AM
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 Using IP Address: 73.189.205.130

Electronic Record and Signature Disclosure:
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 ID: 633334dd-879b-47dc-9c0d-c500feb62eb7

Eibleis Melendez
 emelendez@ci.hercules.ca.us
 Acting City Clerk
 City of Hercules
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Sent: 3/14/2023 8:08:01 PM
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 Signed: 3/15/2023 8:55:07 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 66.7.246.210

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Nahid Vafadari NVafadari@ci.hercules.ca.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/7/2022 11:20:35 AM ID: 3937c10a-a099-4cdc-82ec-bc0b8a7cb54e	COPIED	Sent: 3/15/2023 8:55:09 AM
Deysi Ortega dortega@ci.hercules.ca.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/7/2022 11:46:26 AM ID: d0828472-f8aa-4910-87a1-c73a4bbba623	COPIED	Sent: 3/15/2023 8:55:09 AM
Edwin Gato EGato@ci.hercules.ca.us Finance Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/30/2023 3:30:59 PM ID: 5a231397-c95e-46d1-af4a-ac016f36a3db	COPIED	Sent: 3/15/2023 8:55:09 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2023 10:14:05 AM
Certified Delivered	Security Checked	3/15/2023 8:54:30 AM
Signing Complete	Security Checked	3/15/2023 8:55:07 AM
Completed	Security Checked	3/15/2023 8:55:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Hercules (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Hercules:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lmartin@ci.hercules.ca.us

To advise City of Hercules of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lmartin@ci.hercules.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Hercules

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lmartin@ci.hercules.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Hercules

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lmartin@ci.hercules.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Hercules as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Hercules during the course of your relationship with City of Hercules.