

## **INSTRUCTIONS ON HOW TO PARTICIPATE AND WATCH THE HERCULES CITY COUNCIL, PLANNING COMMISSION, AND SUB-COMMITTEE HYBRID MEETINGS**

**Attend in Person:** Hercules City Council Chambers – 111 Civic Drive, Hercules, CA 94547

**Attend via Zoom Teleconference:** Details provided below and zoom webinar login, passcode and phone numbers provided on the agenda cover.

**Please note:** Updated COVID-19 safety protocols will be posted outside the City Council Chambers. Please review this information before entering the Council Chambers.

### **How to Submit Public Comments**

**In Person:** Attend meeting at the Hercules City Council Chambers, fill out a public speaker card located on the side table and submit it to the City Clerk.

**Via Zoom:** Members of the public may submit a live remote public comment via Zoom video conferencing. Download the Zoom mobile app from the Apple Appstore or Google Play. If you are using a desktop computer, you can test your connection to Zoom by clicking [here](#) or go to: <https://www.zoom.us/join>. Zoom also allows you to join by phone at +1-669-900-6833 or +1-929-205-6099 or +1-253-215-8782.

- Speakers will be asked to provide their name and city of residence, although providing this information is not required for participation.
- Each speaker will be allowed up to 3 minutes to speak and provide comment. *A limit of 30 minutes will be devoted to taking public comment during the first public comment period on the agenda. If any speaker comments have not been accommodated prior to the initial 30 minute period, time will be reserved at the conclusion of the meeting for the remaining public comments.*
- Speakers will be muted until their opportunity to provide public comment.

When the Mayor opens the comment period for the item you wish to speak on, please use the “raise hand” feature (or press \*9 if connecting via telephone) which will alert staff that you have a comment to provide and press \*6 to unmute.

**Written Comments Submitted Electronically:** All comments received before 3:00 p.m. the day of the meeting will be provided to the City Council prior to the meeting and posted to the City’s agenda website and located by clicking on the “meeting details” tab. Written comments received after 3:00 p.m. will be provided to City Council and posted to the agenda website the following day. Written comments will not be read aloud during the meeting.

**Email comments to [lberges@ci.hercules.ca.us](mailto:lberges@ci.hercules.ca.us).** Please indicate which item on the agenda you are commenting on in the subject line of your email.

**Written comments submitted in person or via mail:** Additional ways to provide your public comment is to either drop off your comment in person to the front desk receptionist located in the City Hall lobby or to mail your comment to City of Hercules, ATTN: City Clerk – Public Comment (Meeting Date), 111 Civic Drive, Hercules, CA 94547 in time to reach the City Clerk no later than 3:00 p.m. on the day of the meeting or you can submit your comment by telephone by calling (510) 799-8215 no later than 3:00 p.m. on the meeting date.

All public comments will become part of the official meeting record. The City cannot guarantee that its network and/or the website will not be uninterrupted. To ensure that the City Council receives your written comments, you are strongly encouraged to submit your comments in writing in advance of the meeting by 3:00 p.m. on the day of the Council or Commission meeting.

## OTHER WAYS TO WATCH THE MEETING

**Live on Channel 28:** City Council meetings will replay the following Thursday at 7:00 p.m. and Saturday at 1:00 p.m. Planning Commission meetings will replay the following Wednesday at 7:00 p.m. and Saturday at 9:00 a.m.

### **Video Streamed Live on the City's Website:**

To view City Council and Planning Commission meeting videos online go to: [Hercules Meeting Videos](#).

Instructions to view Live or On-Demand Videos from the City's website:

1. Go to: [Hercules Meeting Videos](#) or <https://hercules.legistar.com/calendar.aspx>.
2. Locate the desired meeting and date.
3. Click the associated "Video" link (Video status is as follows):
  - **Video** = Video is available for on demand viewing.
  - **In Progress** = Video is available for viewing during live recording.
  - **Not Available** = Video is either unavailable or has not been recorded.

**If none of these options are available to you, or if you need assistance with public comment, please contact: Lauren Berges, City Clerk at [lberges@ci.hercules.ca.us](mailto:lberges@ci.hercules.ca.us) or by calling (510) 799-8215.**

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities act of 1990, if you need special assistance to participate in a City Meeting or if you need a copy of the agenda, or agenda materials in an appropriate alternative format, please contact the City Clerk's Office at (510) 799-8215. Notification at least one week prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**Please note:** Updated COVID-19 safety protocols will be posted outside the City Council Chambers. Please review this information before entering the Council Chambers.



**ECONOMIC DEVELOPMENT SUBCOMMITTEE  
SPECIAL AGENDA - **AMENDED****

**6:00 p.m. – Special Meeting**  
Economic Development Subcommittee  
April 20, 2022

Council Chambers  
City Hall  
111 Civic Drive  
Hercules, CA 94547

Hybrid Option

Zoom ID: 851 6568 7398

Passcode: 008138

Telephone Number: 1-669-900-6833

- I. ROLL CALL – CALL TO ORDER**  
Mayor Dion Bailey  
Council Member Tiffany Grimsley
- II. PLEDGE OF ALLEGIANCE**
- III. INTRODUCTIONS/PRESENTATIONS**
- IV. AGENDA ADDITIONS/DELETIONS**
- V. PUBLIC COMMUNICATIONS**

This time is reserved for members of the public to address issues not included in the agenda. In accordance with the Brown Act, Council will refer to staff any matters brought before them at this time, and those matters may be placed on a future agenda.

Individuals wishing to address the Economic Development Subcommittee are asked to complete a form indicating the name and address of the speaker and the general topic to be addressed. Speakers must make their comments from the podium and will be allowed three (3) minutes to discuss their concerns. All public comments are recorded and become part of the public record. A limit of thirty (30) minutes will be devoted to taking public comment at this point in the agenda. If any speakers remain at the conclusion of the initial thirty-minute period, time will be reserved at the conclusion of the meeting to take the remaining comments.

- VI. INFORMATION ITEM**
- VII. CONSENT CALENDAR**

The Consent Calendar consists of items that are considered to be routine and are recommended for approval. These items may be acted upon and approved by one motion of the Economic Development Subcommittee. However, individual items may be removed from the Consent Calendar, for discussion, by individual Commission Members wishing to consider the matter separately.

#### **VIII. DISCUSSION AND/OR ACTION ITEMS**

1. “Shop Local” Digital Gift Card Program
2. Business Assistance Grant Program
3. Business Rental Assistance Grant Program
4. Electric Vehicle Charging Stations

#### **IX. SUB COMMITTEE ANNOUNCEMENTS**

This is the time for brief announcements on issues of interest to the community. In accordance with the provisions of the Brown Act, matters which do not appear on this agenda but require Sub Committee discussion may be either (a) referred to staff or other resources for factual information or (b) placed on a future meeting agenda.

#### **X. ADJOURNMENT**

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at [www.ci.hercules.ca.us](http://www.ci.hercules.ca.us) and can receive e-mail notification of agenda and staff report postings by signing up to receive an enotice from the City's homepage. Agendas and staff reports may also be obtained by contacting the Administrative Services Department at (510) 799-8215. **(Posted: April 14, 2022)**



## **ECONOMIC DEVELOPMENT SUBCOMMITTEE**

**DATE:** April 20, 2022

**TO:** Members of the Economic Development Subcommittee

**SUBMITTED BY:** Dante Hall, City Manager

**SUBJECT:** DISCUSSION REGARDING THE E- GIFT CARD PROGRAM AND BUSINESS ASSISTANCE GRANT PROGRAMS

### **RECOMMENDATION**

Staff requests that the Economic Development Subcommittee receive a presentation on the business assistance programs and provide direction.

### **BACKGROUND AND DISCUSSION**

At the September 28, 2021, City Council meeting, staff and the HdL Company gave an overview of the agenda staff report, introducing the American Rescue Plan Act (ARPA). The report also described that local governments are encouraged to use payments from ARPA to respond to the direct and immediate needs of the pandemic and its negative economic impacts and the needs of households and businesses that are disproportionately and negatively impacted by the public health emergency. Included in the report to the City Council were several economic development ideas for programs and projects for ARPA funding.

It was recommended to the City Council to conduct a Business Needs Survey, which could be used to better understand the impact of the COVID-19 Pandemic on Hercules' businesses and community. The City Council provided direction to undertake the survey and for City Staff to work closely with HdL representatives in formulating recommendations for an initial first round of ARPA funding possibilities.

The results of the Business Needs Survey were presented to the City Council on January 11, 2022. Based upon the results of the survey, staff and HdL consultants identified potential Business Assistance Categories in allocating the ARPA funds:

- Marketing Assistance Program, including individualized business marketing support and Shop Local Program with the Utilization of Digital Gift Card Program,

- Business Assistance Grants, and
- Business Rental Assistance Grants

Following the Council discussion, staff was directed to bring back details for each of the Business Assistance Program Categories to the Economic Development Subcommittee.

The local recovery program must be carefully and thoughtfully administered to ensure optimal use of the funds in alignment with the City Council's vision, goals, and objectives and compliance with ARPA requirements. Given the complexities involved in administering these federal funds, as well as limited in-house resources to assign to this program, staff will be recommending to the City Council to amend the contract with HdL to assist in the overall administrative oversight of Hercules' ARPA programs at their regular meeting on April 26, 2022.

The following is a general outline for each program and provide examples how other communities have structured similar programs to meet their needs:

1) Marketing Assistance Program (E-Gift Card Program)

The City Council approved an appropriation of \$65,000 for the E-Gift Card Program during FY 21-22 Midyear Budget Update and Adjustments on February 22, 2022.

Municipalities use three community digital gift card platforms, including Factor4, Giverrang, and Yiftee, with Yiftee being the most popular and offer the best customer service rating. Yiftee, based in Menlo Park in the Silicon Valley, is currently doing community digital gift card programs in many Bay Area and Northern California cities, including Alameda, Benicia, Berkley, Brentwood, Cupertino, El Cerrito, Fremont, Hayward, Lafayette, Livermore, Martinez, Merced, Nevada City, Newark, Oakley, Pinole, Pleasanton, Sacramento, San Leandro, Selma, and South Lake Tahoe. Several cities (Benicia, Brentwood, Cupertino, Fremont, and Sacramento) initially funded their community digital gift card programs from the CARES Act and, because they have been so successful, have funded additional rounds utilizing ARPA monies.

The Yiftee Community Digital Gift Card program is a cost-effective way to stimulate the local economy and assist small businesses in recovery. It also provides additional savings to residents who shop locally. As an example, the proposed gift card pilot program would have a resident buy a gift card valued at \$50, with the initial investment from the resident being \$25. Then they receive a 'purchase bonus' amount of another \$25 paid by the city through ARPA funding. In other words, it is 'buy one and get one free' for residents. Attachment 1 is a presentation Yiftee uses to introduce its program to new clients.

To initiate the program, the City would enter into Yiftee's Community Card Customer Agreement. There is no set-up or monthly costs. Other benefits include:

- The \$1+5% eDelivery fee (purchaser fee) plus a \$1 bonus gift fee per card
- A bonus gift card to incentivize use of the program and provide a benefit to all community members

- Branding costs associated with development of the “shop local Hercules” campaign
- Marketing costs for advertisement and promotion of the program and related point-of-sale signage and posters for participating businesses

2) Business Assistance Program Grants

Using the City of Hawthorne, as an example Grants of up to \$5,000, can be provided to individualized assistance to businesses in a variety of areas including employee training, rehiring, COVID-19 grant and loan application processing and financial training. A third-party partner can provide services. Potential partners can include non-profit organization in Hercules. As an example, criteria can include the following:

- Eligible businesses must be located within incorporated Hawthorne.
- The business must demonstrate a reduction in workforce and/or loss of business revenue from March 16, 2020, to December 31, 2021, and that they received little to no financial assistance in response to the pandemic.
- Some business types, including corporate-owned chains or franchises are not eligible for the program.
- Funding is limited and contingent on availability.

Business Rental Relief Assistance Grants

Using the City of Hawthorne, as an example, Grants of up to \$15,000 can be made available to qualified small businesses to be paid directly to their landlords to cover rent that the business owes. As an example, criteria can include the following:

- Eligible businesses must be located within incorporated Hawthorne.
- The program is aimed at brick-and-mortar, for-profit businesses in operation prior to March 16, 2020, with fewer than 25 employees.
- The business must lease/rent their commercial property directly from a landlord.
- The business must demonstrate a delinquency in rent payments at any time from March 16, 2020, to December 31, 2021.
- The business must demonstrate a reduction in workforce and/or revenue loss from March 16, 2020, to December 31, 2021, and that they received little to no financial assistance in response to the pandemic.
- Some business types, including corporate-owned chains or franchises, investment and insurance companies, and commercial and residential landlords, are not eligible for the grant program.
- Funding availability is limited, and award of funds is contingent on available funds.

3. Additional Tasks for American Rescue Plan Act (ARPA) Consulting Work

HdL has been working as the City of Hercules’ consultant for ARPA and together we’ve made good progress in formulating an effective ARPA plan to fund projects and programs which can significantly benefit and positively impact the community in helping to recover from the COVID-19 Pandemic.

As Hercules is formulating projects and programs it will be important to design and implement them to be as effective as possible, while providing the highest level of services possible. In recognition of Hercules' limited staffing resources, as well as HdL's expertise, the City of Hercules is desirous of exploring the possibility of amending the agreement for ARPA services with HdL to have HdL assume a greater role in formulating ARPA programs, as well as effectively implementing them.

The attached proposal assumes HdL will work with the City of Hercules to perform the overall administrative oversight of Hercules' ARPA programs targeted at assisting Hercules businesses including the Business Assistance Grants, the Business Rental Relief Assistance Grants, and marketing assistance for the Shop Local Program - Digital Gift Card Program.

Once the overall design of these programs is established, HdL shall be responsible for the administration of the program including 1) set up of software applications, 2) creating a custom landing page, 3) pre-screen application form, 4) program application form and 5) staffing & management of call center for questions with the on-line application process and submitting required documents.

Additionally, HdL will manage the rollout of the programs, screen and evaluate applications, and overall management of the program including a survey to measure the impact of the grants. A full proposal from HdL has been included as an attachment to this staff report.

### **FISCAL IMPACT**

All expenses for Economic Development initiatives are reimbursable from the ARPA funds.

### **ATTACHMENTS:**

1. Business Survey Results
2. Community Survey Results
3. Yiftee Community Gift Card Presentation
4. Yiftee Community Gift Card Customer Agreement
5. Proposed Amendment #1 to existing HdL Agreement





SIGN UP FREE



# COVID-19 Business Recovery Survey

Hide comment

QUESTION SUMMARIES

DATA TRENDS

INDIVIDUAL RESPONSES

Q1



Please provide your business or organization information:

Answered: 39 Skipped: 0

ANSWER CHOICES	RESPONSES	
Business Name	Responses	100.00% 39
Business Street Address	Responses	94.87% 37
Business Zip Code	Responses	100.00% 39
Business Email	Responses	97.44% 38
Business Website	Responses	69.23% 27
Business Phone Number	Responses	92.31% 36
Social Media Account(s)	Responses	46.15% 18

Q2



What year was your business/organization established in Hercules?

Answered: 38 Skipped: 1

- 2018  
11/20/2021 12:50 AM
- 2004  
11/18/2021 10:30 AM
- 1994  
11/17/2021 2:38 PM
- 2005  
11/17/2021 11:08 AM

Q3



How many employees do you currently have at your Hercules location?

Share Link

<https://www.surveymonkey.com/re>

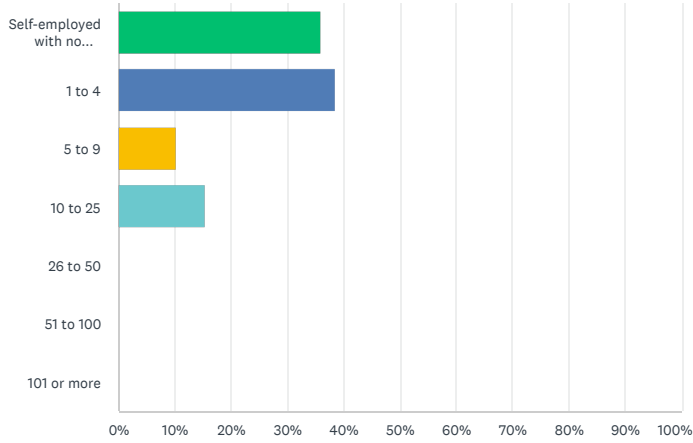
COPY

Answered: 39 Skipped: 0

39 responses



SIGN UP FREE



ANSWER CHOICES	RESPONSES	
Self-employed with no employees	35.90%	14
1 to 4	38.46%	15
5 to 9	10.26%	4
10 to 25	15.38%	6
26 to 50	0.00%	0
51 to 100	0.00%	0
101 or more	0.00%	0
<b>TOTAL</b>		<b>39</b>

Q4



Please indicate your business type:

Answered: 39 Skipped: 0

Share Link

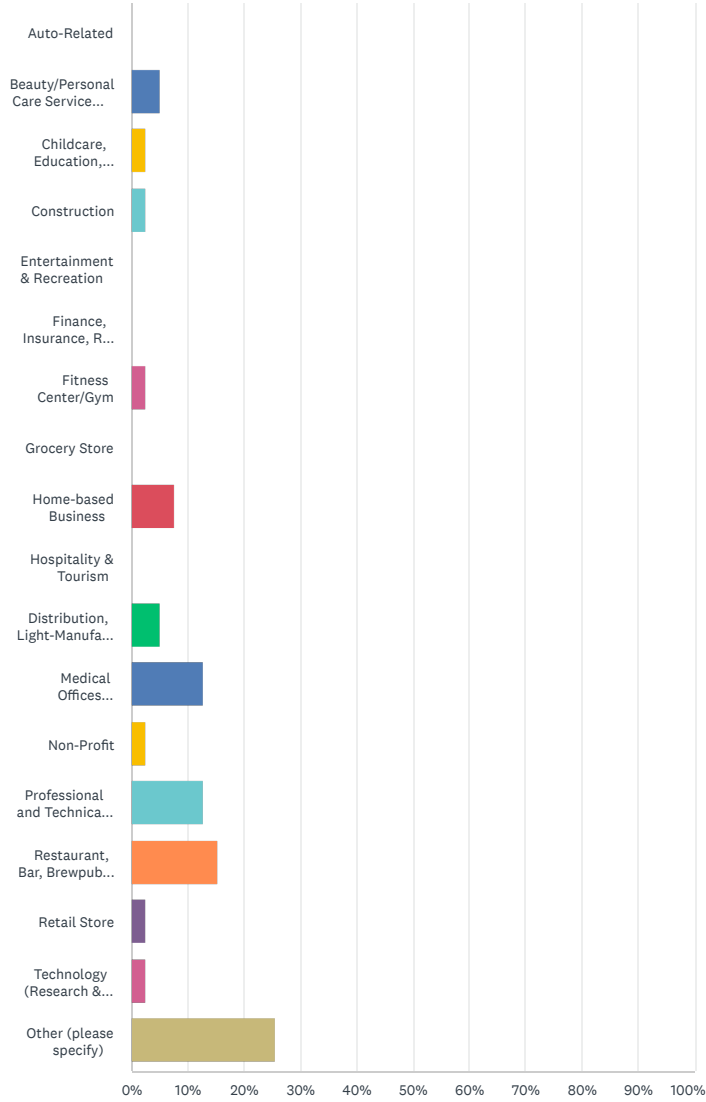
<https://www.surveymonkey.com/re>

COPY

39 responses



SIGN UP FREE



ANSWER CHOICES	RESPONSES	
Auto-Related	0.00%	0
Beauty/Personal Care Services (Hair, Nail, Waxing, Tattoo)	5.13%	2
Childcare, Education, Tutoring	2.56%	1
Construction	2.56%	1
Entertainment & Recreation	0.00%	0
Finance, Insurance, Real Estate	0.00%	0
Fitness Center/Gym	2.56%	1
Grocery Store	0.00%	0
Home-based Business	7.69%	3
Hospitality & Tourism	0.00%	0
Distribution, Light-Manufacturing or Production	5.13%	2
Medical Offices (Dental, Physicians, Pharmacies)	12.82%	5
Non-Profit	2.56%	1
Professional and Technical Services	12.82%	5
Restaurant, Bar, Brewpubs, and Other Food/Drink	15.38%	6
Retail Store	2.56%	1

Share Link

<https://www.surveymonkey.com/re>

COPY

39

39 responses



**ANSWER CHOICES**

Technology (Research & Development, Software)

Other (please specify)

**TOTAL**

**RESPONSES**

2.56% 1

Responses 25.64% 10

**39**

SIGN UP FREE

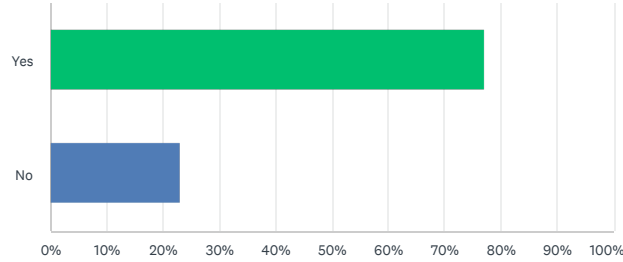


**Q5**



Has your business/organization been negatively impacted by COVID-19?

Answered: 39 Skipped: 0



**ANSWER CHOICES**

Yes

No

**TOTAL**

**RESPONSES**

76.92% 30

23.08% 9

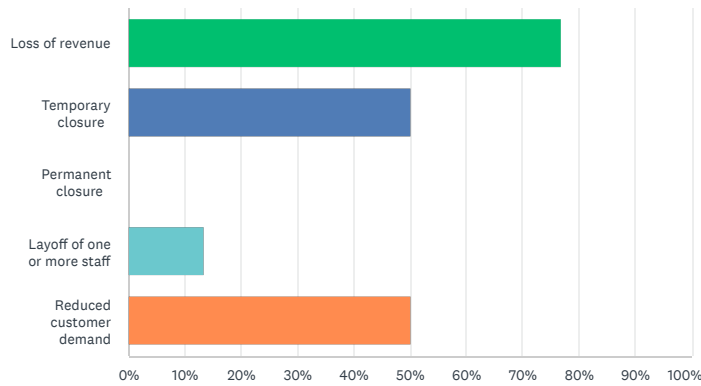
**39**

**Q6**



If yes, how was your business/organization negatively impacted? (Select all that apply):

Answered: 30 Skipped: 9



**ANSWER CHOICES**

Loss of revenue

Temporary closure

Permanent closure

Layoff of one or more staff

Total Respondents: 30

**RESPONSES**

76.67% 23

50.00% 15

0.00% 0

13.33% 4

Share Link

<https://www.surveymonkey.com/re...> COPY

39 responses



**ANSWER CHOICES**

Reduced customer demand

**RESPONSES**

50.00%

15

SIGN UP FREE



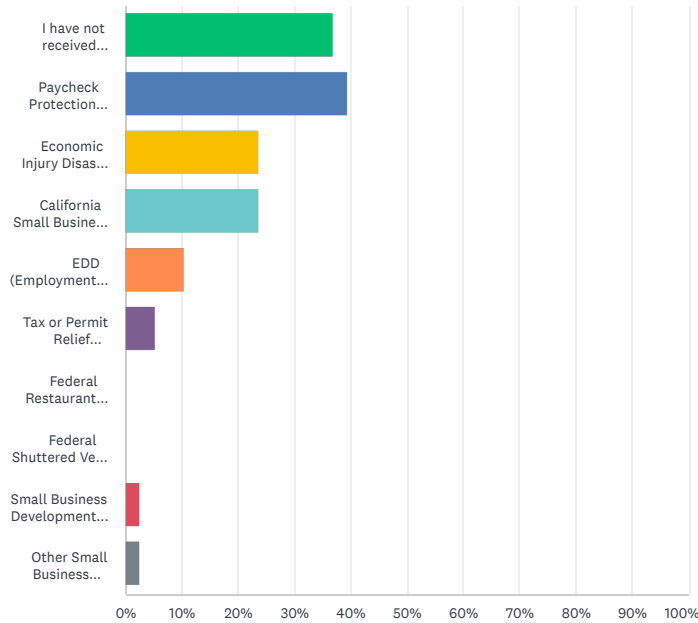
Total Respondents: 30

**Q7**



What COVID-19 relief funding or assistance has your business/organization received? (Select all that apply):

Answered: 38 Skipped: 1



**ANSWER CHOICES**

**RESPONSES**

I have not received COVID-19 relief assistance	36.84%	14
Paycheck Protection Program (PPP)	39.47%	15
Economic Injury Disaster Loan/Advance (EIDL)	23.68%	9
California Small Business COVID-19 Relief Grant	23.68%	9
EDD (Employment Development) - Unemployment or Pandemic Unemployment Assistance	10.53%	4
Tax or Permit Relief (Extended deadlines, waiver of late fees, tax credits, etc.)	5.26%	2
Federal Restaurant Revitalization Fund	0.00%	0
Federal Shuttered Venue Operators Grant	0.00%	0
Small Business Development Center (SBDC) - free training or counseling	2.63%	1
Other Small Business Administration (SBA) loan (e.g., SBA Debt Relief, Express Bridge Loan)	2.63%	1

Total Respondents: 38

**Q8**



How much total COVID-19 relief funding has your business received?

Answered: 24 Skipped: 15

Share Link

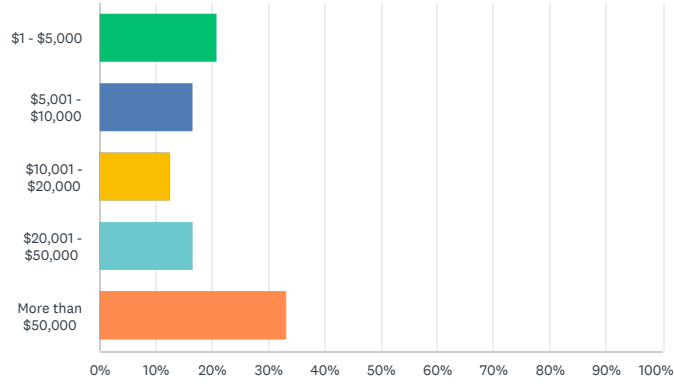
<https://www.surveymonkey.com/re>

COPY

39 responses



SIGN UP FREE



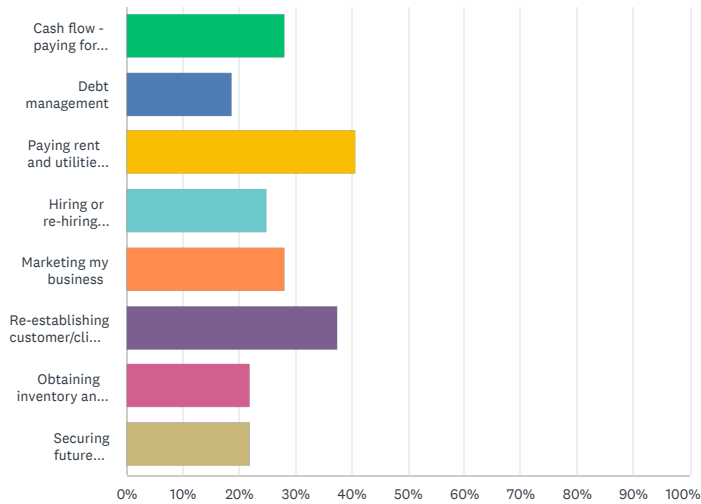
ANSWER CHOICES	RESPONSES	
\$1 - \$5,000	20.83%	5
\$5,001 - \$10,000	16.67%	4
\$10,001 - \$20,000	12.50%	3
\$20,001 - \$50,000	16.67%	4
More than \$50,000	33.33%	8
<b>TOTAL</b>		<b>24</b>

Q9



What will be the greatest challenges to your business/organization recovery? (Select your top three choices):

Answered: 32 Skipped: 7



ANSWER CHOICES	RESPONSES
Cash flow - paying for inventory and pay payroll	28.13% 9
Debt management	18.75% 6
Paying rent and utilities (including back rent)	40.63% 13
Hiring or re-hiring employees	25.00% 8

Share Link

<https://www.surveymonkey.com/re...> COPY

Total Respondents: 32

39 responses



ANSWER CHOICES	RESPONSES	
Marketing my business	28.13%	9
Re-establishing customer/client base	37.50%	12
Obtaining inventory and supplies	21.88%	7
Securing future financing	21.88%	7
<b>Total Respondents: 32</b>		

SIGN UP FREE



**Q10**

If you are a restaurant, have you used outdoor dining during the Pandemic and would you like to continue or enhance outdoor dining?

Answered: 30 Skipped: 9

ANSWER CHOICES	RESPONSES	
Yes	10.00%	3
Not applicable	90.00%	27
<b>TOTAL</b>		<b>30</b>

**Q11**

What type of assistance would be helpful for your business/organization now and in the future? (Select all that apply):

Answered: 30 Skipped: 9

Share Link

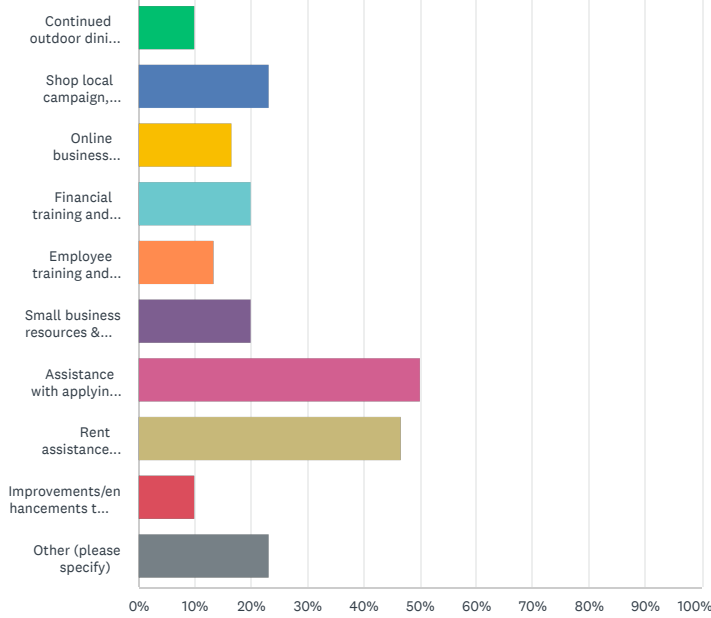
<https://www.surveymonkey.com/re>

COPY

39 responses



SIGN UP FREE



ANSWER CHOICES	RESPONSES
Continued outdoor dining operations with enhancements	10.00% 3
Shop local campaign, including a community gift card program partially subsidized by the City	23.33% 7
Online business support - website assistance	16.67% 5
Financial training and resources -access to capital, debt management, etc.	20.00% 6
Employee training and hiring assistance	13.33% 4
Small business resources & one-on-one counseling	20.00% 6
Assistance with applying for available COVID-19 relief grants and loans	50.00% 15
Rent assistance grants	46.67% 14
Improvements/enhancements to commercial areas (Continued on Question 12)	10.00% 3
Other (please specify)	<a href="#">Responses</a> 23.33% 7

**Total Respondents: 30**

### Q12



(Question 11 Continued) What type of assistance would be helpful for your business/organization now and in the future? If you have selected "Improvements/enhancements to commercial areas" Please select all that apply:

Answered: 16 Skipped: 23

Share Link

<https://www.surveymonkey.com/re>

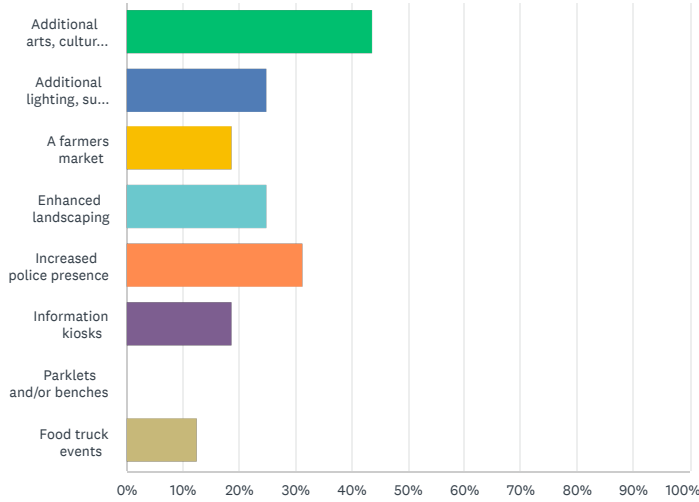
[COPY](#)

39 responses





SIGN UP FREE



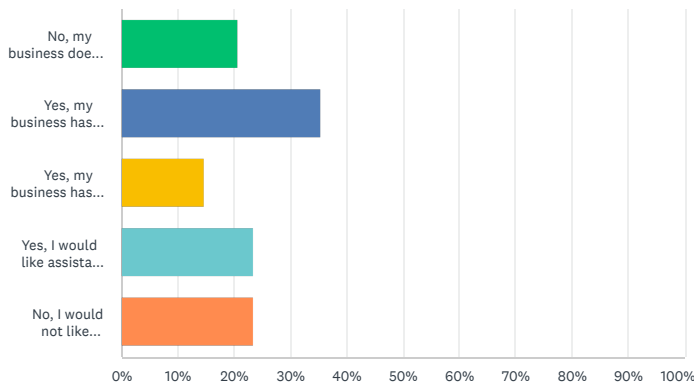
ANSWER CHOICES	RESPONSES
Additional arts, culture and entertainment venues	43.75% 7
Additional lighting, such as decorative strings of lights	25.00% 4
A farmers market	18.75% 3
Enhanced landscaping	25.00% 4
Increased police presence	31.25% 5
Information kiosks	18.75% 3
Parklets and/or benches	0.00% 0
Food truck events	12.50% 2
<b>Total Respondents: 16</b>	

Q13



Is your business/organization online? Would you like assistance in setting up your business online? (Select all that apply):

Answered: 34 Skipped: 5



ANSWER CHOICES	RESPONSES
No, my business does not have its own website	20.59% 7

Share Link

<https://www.surveymonkey.com/re...>

COPY

Total Respondents: 34

39 responses



**ANSWER CHOICES**

ANSWER CHOICES	RESPONSES
Yes, my business has a website, but it does not offer online ordering or delivery	35.29% 12
Yes, my business has a website and customers can order online for pickup and/or delivery	14.71% 5
Yes, I would like assistance improving my business' online presence (e.g., via a grant program to support a local marketing company to get my business set-up online)	23.53% 8
No, I would not like assistance with my business' online presence	23.53% 8

**Total Respondents: 34**

SIGN UP FREE

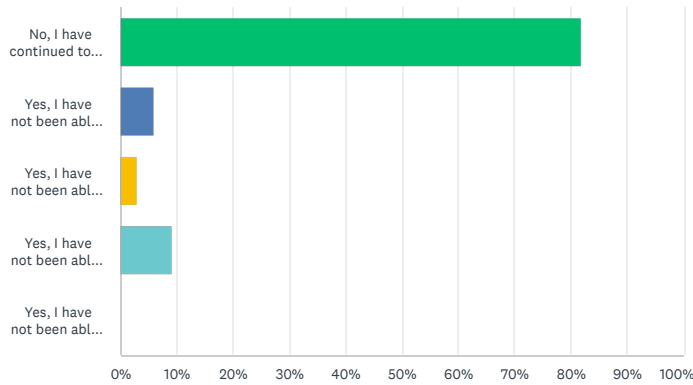


**Q14**



Have you benefitted from protections under the Contra Costa County commercial rent eviction moratorium? Is your business/organization behind on rent? (Answers are confidential):

Answered: 33 Skipped: 6



**ANSWER CHOICES**

ANSWER CHOICES	RESPONSES
No, I have continued to pay full rent during the pandemic/I am currently caught up on rent	81.82% 27
Yes, I have not been able to pay rent during some or all of the time and my back rent is between \$1 and \$10,000	6.06% 2
Yes, I have not been able to pay rent during some or all of the time and my back rent is between \$10,001 and \$20,000	3.03% 1
Yes, I have not been able to pay rent during some or all of the time and my back rent is between \$20,001 and \$50,000	9.09% 3
Yes, I have not been able to pay rent during some or all of the time and my back rent is over \$50,000	0.00% 0

**TOTAL**

**33**

**Q15**



What is the best way to communicate with you? (Select all that apply):

Answered: 39 Skipped: 0

Share Link

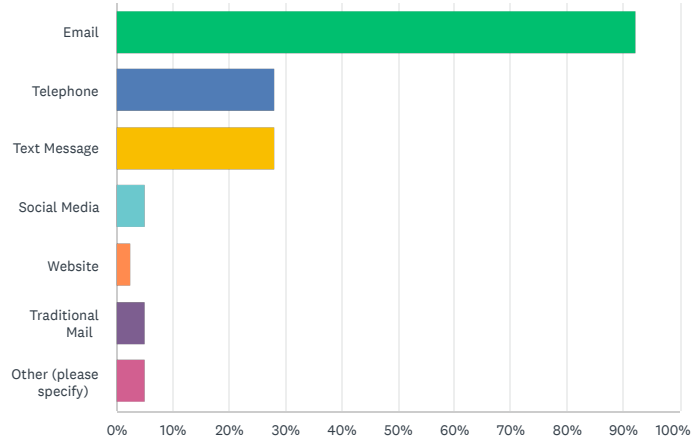
<https://www.surveymonkey.com/re>

COPY

39 responses



SIGN UP FREE



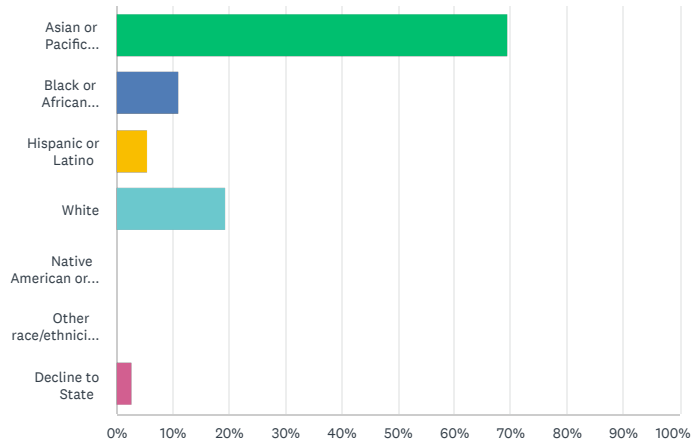
ANSWER CHOICES	RESPONSES	
Email	92.31%	36
Telephone	28.21%	11
Text Message	28.21%	11
Social Media	5.13%	2
Website	2.56%	1
Traditional Mail	5.13%	2
Other (please specify)	Responses 5.13%	2
<b>Total Respondents: 39</b>		

Q16



Please specify business owner race/ethnicity. (Optional Response):

Answered: 36 Skipped: 3



ANSWER CHOICES	RESPONSES	
Asian or Pacific Islander	69.44%	25
Black or African American	11.11%	4
Hispanic or Latino	5.56%	2

Share Link

<https://www.surveymonkey.com/re...> COPY

Total Respondents: 36

39 responses



ANSWER CHOICES	RESPONSES	
White	19.44%	7
Native American or Alaskan Native	0.00%	0
Other race/ethnicity not listed here	0.00%	0
Decline to State	2.78%	1
<b>Total Respondents: 36</b>		

SIGN UP FREE



Powered by  SurveyMonkey

Check out our [sample surveys](#) and create your own now!

Share Link

<https://www.surveymonkey.com/re>

COPY

39 responses



SIGN UP FREE



# ARPA Community Survey

Hide commen

QUESTION SUMMARIES

DATA TRENDS

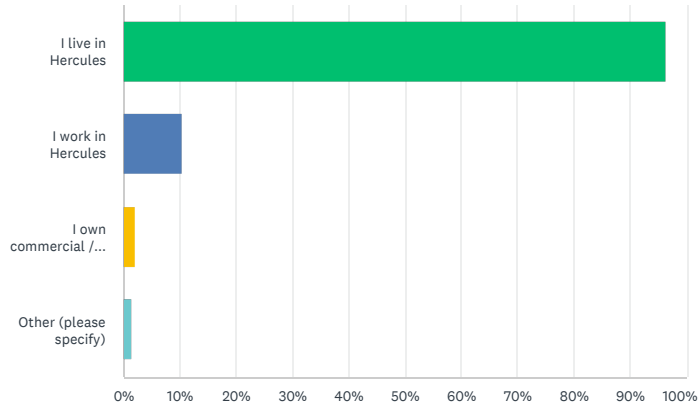
INDIVIDUAL RESPONSES

Q1



### What is your connection to Hercules?

Answered: 135 Skipped: 1



ANSWER CHOICES

RESPONSES

I live in Hercules	96.30%	130
I work in Hercules	10.37%	14
I own commercial / investment property in Hercules	2.22%	3
Other (please specify)	<a href="#">Responses</a> 1.48%	2

Total Respondents: 135

Q2



### What aspects of the Hercules community are most important to you? Please rank the list below with 1 being the most important and 9 the least.

Answered: 136 Skipped: 0

Share Link

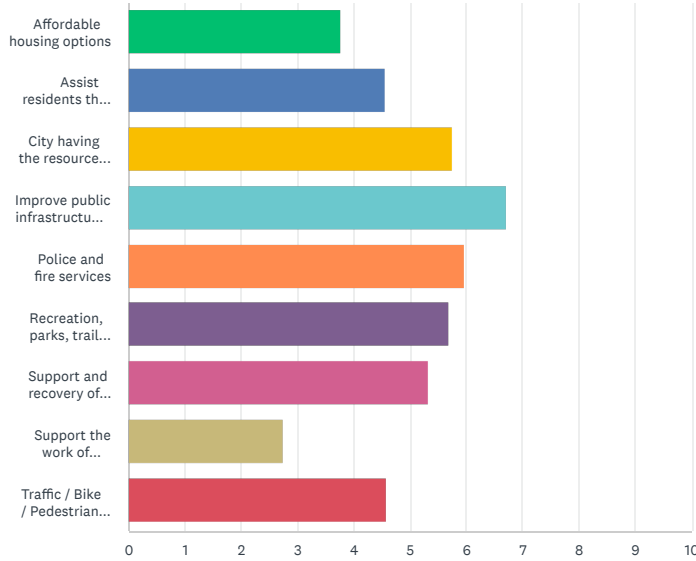
<https://www.surveymonkey.com/re>

COPY

136 responses



SIGN UP FREE



	1	2	3	4	5	6	7	8	9	TOTAL	S
Affordable housing options	12.31% 16	4.62% 6	4.62% 6	7.69% 10	4.62% 6	7.69% 10	12.31% 16	15.38% 20	30.77% 40	130	
Assist residents that need housing, food, healthcare, childcare, rent or utility help	11.28% 15	12.03% 16	5.26% 7	6.77% 9	9.02% 12	9.02% 12	15.04% 20	22.56% 30	9.02% 12	133	
City having the resources to continue to provide high quality services	14.50% 19	18.32% 24	9.92% 13	14.50% 19	9.92% 13	12.21% 16	7.63% 10	6.87% 9	6.11% 8	131	
Improve public infrastructure (roads, sidewalks, storm drains, etc.)	19.40% 26	17.91% 24	26.12% 35	9.70% 13	16.42% 22	2.99% 4	4.48% 6	2.24% 3	0.75% 1	134	
Police and fire services	22.22% 30	12.59% 17	14.81% 20	11.11% 15	8.89% 12	10.37% 14	6.67% 9	5.93% 8	7.41% 10	135	
Recreation, parks, trails, creeks and open spaces	5.26% 7	16.54% 22	15.79% 21	20.30% 27	15.79% 21	12.03% 16	6.02% 8	4.51% 6	3.76% 5	133	
Support and recovery of local businesses	12.88% 17	9.09% 12	10.61% 14	12.12% 16	15.15% 20	16.67% 22	10.61% 14	9.09% 12	3.79% 5	132	
Support the work of non-profit organizations in the community	0.00% 0	0.00% 0	3.82% 5	3.82% 5	3.05% 4	14.50% 19	25.95% 34	24.43% 32	24.43% 32	131	
Traffic / Bike / Pedestrian safety	3.73% 5	8.96% 12	9.70% 13	14.18% 19	16.42% 22	13.43% 18	11.19% 15	8.21% 11	14.18% 19	134	

Q3



Share Link

<https://www.surveymonkey.com/re>

COPY

136 responses



## What specific uses would you recommend for Hercules' ARPA funds?

SIGN UP FREE



Answered: 106 Skipped: 30

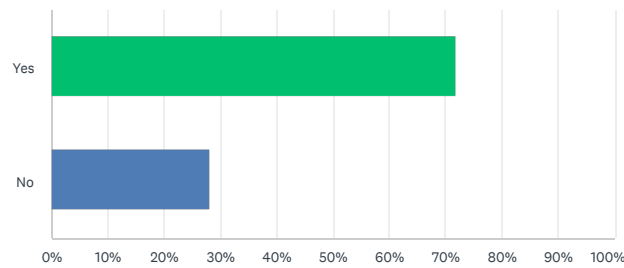
ANSWER CHOICES	RESPONSES	
1.	Responses	100.00% 106
2.	Responses	85.85% 91
3.	Responses	69.81% 74

### Q4



Would you participate in a Community E-Gift Card Program designed to promote Hercules' businesses and encourage shopping, dining, and services in Hercules? For example, if you buy a \$50 gift card, the City would subsidize an additional \$50 using ARPA funding for a total \$100 gift card.

Answered: 135 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	71.85%	97
No	28.15%	38
<b>TOTAL</b>		<b>135</b>

### Q5



A number of temporary outdoor dining spaces were added to restaurants; have you dined in one of these outdoor spaces?

Answered: 101 Skipped: 35

Share Link

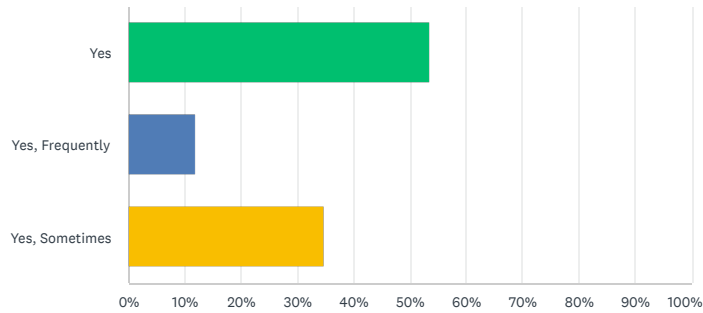
<https://www.surveymonkey.com/re>

COPY

136 responses



SIGN UP FREE



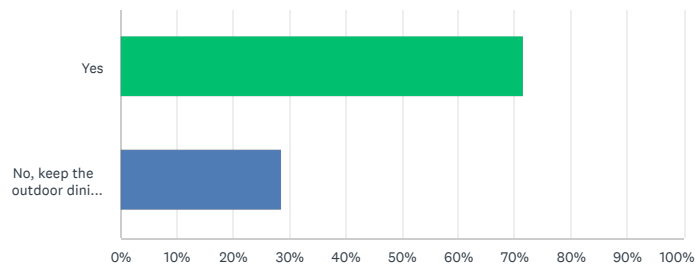
ANSWER CHOICES	RESPONSES
Yes	53.47% 54
Yes, Frequently	11.88% 12
Yes, Sometimes	34.65% 35
<b>TOTAL</b>	<b>101</b>

Q6



Would you like to see the outdoor dining spaces enhanced or enlarged with more permanent and aesthetic structures?

Answered: 133 Skipped: 3



ANSWER CHOICES	RESPONSES
Yes	71.43% 95
No, keep the outdoor dining spaces as they are	28.57% 38
<b>TOTAL</b>	<b>133</b>

Powered by SurveyMonkey

Check out our [sample surveys](#) and create your own now!

Share Link

<https://www.surveymonkey.com/re>

COPY

136 responses



# Community Gift Card Program

---



HdL<sup>®</sup> ECONsolutions



# Community Gift Card Program



- The City Council, at its 2/22/2022 meeting, received a report on the FY 21-22 mid-year budget
- At that meeting the Council adopted a resolution approving appropriations for several ARPA priority items
- One of the priority items approved was to utilize \$65,000 towards a pilot Gift Card Program



# Community Gift Card Program



- **Community Digital Gift Card programs can stimulate the local economy, assist small businesses in recovery and provide some additional savings to residents to shop locally**
- **Both the Business Needs Survey and the Community Survey showed strong support for the use of a gift card program**
- **The Yiftee program is the most popular and offers the best customer service rating**



# Community Gift Card Program



- The Yiftee Community Digital Gift Card program is a cost-effective way to assist small businesses in recovery and can also provide additional savings to residents who shop locally
- The proposed gift card pilot program would be a 'buy one and get one free' for residents.
- There is no set-up fee or monthly costs.

HdL<sup>+</sup> ECON Solutions



# Community Gift Card Program



**The \$65,000 of ARPA monies would pay for:**

- **The \$1+5% eDelivery fee plus a \$1 bonus gift fee per card**
- **A bonus gift card**
- **Branding costs**
- **Marketing costs**

**HdL**  **ECON**Solutions



# RECOMMENDATION



**APPROVE THE PROPOSED RESOLUTION AUTHORIZING  
THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH  
YIFTEE FOR A SHOP LOCAL/GIFT CARD PROGRAM.**

**HdL**  ECONsolutions



# Questions ?

HdL<sup>+</sup> ECON Solutions

## Community Card Customer Agreement

THIS AGREEMENT (the "Agreement") is made effective as of \_\_\_\_\_, 2022 (the "Effective Date") by and between Yiftee Inc., a Delaware corporation, with an address at 325 Sharon Park Drive #215, Menlo Park, CA 94025 ("Yiftee") and \_\_\_\_\_ with an address at \_\_\_\_\_ ("Customer"). The parties agree as follows:

### 1. Definitions.

1.1 "Merchant" means a merchant, prospect or other contact that may be using or desire to use Yiftee Services to redeem eGifts.

1.2 "Participant" means a Merchant who has opted to participate in a Community Card by running an Activation Card and agreeing to the Merchant Agreement.

1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.

1.4 "Purchaser" means a person or entity that purchases or redeems eGifts.

1.5 "eGift" means a digital virtual gift voucher used as payment for goods or services at a Participant.

1.6 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their eGift Card web page.

### 2. Merchant Enrollment.

#### 2.1 Merchant Enrollment Obligations

(a) Customer will collect a set of Merchants who have elected to participate in the Yiftee Services. Merchants must all be located in the same state in the USA, due to varying gift card laws by state. Each Merchant must agree to the Yiftee Community Card Merchant Agreement located on the Yiftee.com website. Merchants who have not agreed to the Merchant Agreement will not be able to utilize the Yiftee Services to redeem eGifts. Customer will upload into the Yiftee Services or provide the names of the Merchants who intend to participate to Yiftee. Upon the agreed upon launch date, the billing for the Yiftee Services will begin ("Commencement Date"). This billing will include the agreed-upon cost for each Participant or group thereof as defined in Appendix A.

(b) Yiftee will provide to Customer or directly to Merchants, upon receipt of the set of Merchant names in 2.1a, a set of unique Activation Cards to be run by each Merchant. Customer will inform Merchants of their individual Activation Card and provide instructions on its use. Additionally, Customer will inform Merchants that running the Activation Card implies consent to the Merchant Agreement located on the Yiftee.com website.

(c) As Merchants run the Activation Cards, they will be included in the set of Merchants enabled to participate in the Yiftee Services, i.e. the Participants. Participant may also post their Offers to be available for eGift Card holders who redeem gifts in their stores.



(d) Yiftee will bill Customer or Merchants as described in Appendix A. Customer can add or remove Participants and fees will be adjusted accordingly, if applicable. There will be no retroactive adjustments allowed by Yiftee (that is, a cancelled Participant's billing obligation will result in that Participant's cost to Customer, as defined in Appendix A, to be eliminated beginning only on the next annual billing cycle). A Participant may be added to the list of Participants at any time ("Enrollment Time"), with billing adjustment for said Participant to begin immediately and to be included in the current month's billing.

(e) Each party shall comply with good, ethical and moral business practices and all applicable laws and regulations in engaging in any activities here under.

(f) Fees and payment terms applicable to the subject matter here under shall be as set forth in Appendix A. Customer is not entitled to compensation other than what is described in Appendix A.

(g) Customer is responsible and liable for any disputes or liability arising out of its relationships with Merchants and Participants, except with respect to any liability of Yiftee under this agreement.

## 2.2 Yiftee Materials.

Yiftee may provide Customer with certain materials for use in conjunction with promoting the Yiftee Services here under ("Yiftee Materials"). No rights or licenses, express or implied, are granted in those Yiftee Materials or otherwise, except as expressly and unambiguously set forth in this Agreement.

## 2.3 Limited Licenses.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to access and use the Yiftee Services and Yiftee Materials solely for the purposes of Customer's performance of this Agreement.

## 2.4 Trademark License.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants Customer and Customer hereby grants Yiftee a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use Yiftee's or Customer's name, trade names, trademarks, service marks, and logos (collectively, a party's "Marks") solely in connection with Customer's and Yiftee's promotion and marketing of the Yiftee Services, subject to written usage guidelines, if any, made mutually available.

**3. Ownership.** As between the parties, Yiftee owns all right, title and interest in and to the Yiftee Services, Yiftee's Marks and the Yiftee Materials. Customer owns all right, title and interest in and to Customer's Marks.

**4. Warranties Disclaimer.** YIFTEE AND ITS LICENSORS MAKE NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

**5. Liability Limitation.** EXCEPT FOR LIABILITY ARISING UNDER SECTION 7, NEITHER PARTY (NOR ITS LICENSORS) WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE AND IN NO EVENT SHALL EITHER PARTY'S

LIABILITY EXCEED THE GREATER OF \$500 OR THE AMOUNTS PAID AND/OR PAYABLE BY YIFTEE TO CUSTOMER (AND/OR BY CUSTOMER TO YIFTEE, IF PAYMENTS ARE PAYABLE BY CUSTOMER TO YIFTEE IN ACCORDANCE WITH PROPOSAL) HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

## **6. Term and Termination.**

6.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force on an annual period from the Effective Date, and thereafter shall automatically renew annually, unless and until either party terminates this Agreement pursuant to Section 6.2.

6.2 Termination.

(a) Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever.

(b) Either party may terminate this Agreement if the other party materially breaches a term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from the non-breaching party.

(c) Participants are obligated to honor all outstanding eGifts issued by Yiftee for the entire duration of those eGift's validity periods. Termination does not relieve Participants from honoring conditions outlined in the Merchant Agreement.

6.3 Effect of Termination. Upon any termination: (a) Customer shall immediately cease all promotion of the Yiftee Services and shall immediately return to Yiftee, or at the option of Yiftee, destroy, all Confidential Information (as defined below) of Yiftee disclosed to Customer, Yiftee Materials, and any Yiftee Services, hardware and software provided to Customer here under, (b) Yiftee shall immediately return to Customer, or at the option of Customer, destroy, all Confidential Information of Customer disclosed to Yiftee here under, and (c) all licenses granted under this Agreement shall immediately cease. The following Sections shall survive termination and remain in effect 1, 3, 4, 5, 6.3, 7 and 8. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

**7. Confidentiality.** Because of this Agreement, the parties may have access to information that is confidential to the disclosing party ("Confidential Information"). Confidential Information shall include, without limitation, Purchaser lists and information relating to the parties' products and pricing and all information designated as confidential by the disclosing party at the time of disclosure. A party's Confidential Information shall not include any information which (i) becomes generally publicly available through no wrongful act or omission of the receiving party; (ii) is lawfully acquired by the receiving party from a third party without any breach of a confidentiality obligation; or (iii) is independently developed without use of or reference to the disclosing party's Confidential Information. Each party agrees to maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses with regard to its confidential information of like nature, but in no event less than reasonable care, and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge that money damages will not be an adequate

remedy if this Section 7 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

**8. Non-solicitation**

During the term of this Agreement, neither party will (on behalf of itself or any other person or entity) solicit any Purchaser or Merchant of the other party to restrict, limit, or terminate such Purchaser's or Merchant's participation in the other party's products and services.

**9. Miscellaneous**

9.1 Choice of Law. This contract shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. The parties will resolve any disputes in the state or federal courts located in Santa Clara County, California, to whose exclusive jurisdiction and venue they irrevocably submit. Notwithstanding anything to the contrary, either party may pursue injunctive or other equitable relief in any court of competent jurisdiction.

9.2 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

9.3 Assignment. Customer may not assign or otherwise transfer, without the prior written consent of Yiftee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Yiftee may freely assign or otherwise transfer this Agreement in connection with the sale of all or substantially all of its business or assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.4 Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer (Print):

YIFTEE, INC.

By:

By:

Name, Title:

Name, Title: Donna Novitsky, Yiftee CEO

## Community Card Customer Agreement

### APPENDIX A

#### Pricing

Customer and Participants are not required to pay Yiftee a subscription fee or a revenue share. Yiftee does not take a percentage of the cards that are redeemed in the Participants' stores.

#### Charges:

Purchasers pay the face value of the card plus a \$1+5% of the eGift Card value eDelivery fee at the time of purchase. Bulk purchases of one thousand dollars (\$1000) or more, and enterprise accounts may qualify for a reduced eDelivery fee by depositing funds into their Yiftee eGifting accounts by check or ACH and disabling credit cards.

Participants pay Mastercard processing fees for a card-not-present (CNP) transaction upon redemption. Yiftee does not control these fees, they are set by the Merchant Acquirer who is their credit card processor.

Subject to applicable laws, Yiftee will implement a monthly maintenance fee on eGift Cards that have been inactive (i.e. no spending on the Card) for periods of greater than 12 months. This will be made clear to cardholders on the face of the eGift Card when implemented, as is required by law.

Yiftee eGift Cards do not generally expire. Subject to applicable laws, in some cases eGift Cards given by corporations or merchants as promotions, rewards and awards may have expiration dates. In the case of eGift Cards expiring, Yiftee retains 10% of the original eGift Card value not to exceed the remaining unspent funds and refunds the balance to the purchaser's Yiftee eGift Card account. eDelivery fees are not refunded.

Participants may choose, at their discretion, to post Offers to encourage Purchasers to use their Community Cards in their stores.

Participants may choose, at their discretion, to offer rebates as fund raisers to local groups such as schools, churches and other non-profits. Such programs are an incentive for the local groups to sell Community Cards to their members, and for the Purchasers to use them in specific stores who are offering rebates. Yiftee will work with the Participants and Purchasers to execute such programs.

No tipping is allowed on Yiftee eGift Cards.

**AMENDMENT NO. 1**

**Approving Revised Attachment A “SCOPE OF SERVICE & PAYMENT”**

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

**Hinderliter de Llamas & Associates (HdL)**  
**120 S. State College Blvd., Suite 200, Brea, CA 92821**  
**(714) 879-5000**  
**Attn: Barry Foster**  
[bfoster@hdlcompanies.com](mailto:bfoster@hdlcompanies.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 Manager of the City of Hercules on June 29, 2021. 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 \$65,000, total contract amount \$114,500.

5. Amendment Approval: This Amendment No. 1 is hereby approved by the City Council of the City of Hercules on this \_\_\_\_ day of \_\_\_\_\_, 2022 by Council Resolution \_\_\_\_\_.

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

**City of Hercules**

Hinderliter de Llamas & Associates (HdL)

s/ \_\_\_\_\_  
Dante Hall, City Manager

s/ \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

**Approved as to form:**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Patrick Tang, City Attorney

**Attachments:**

Attachment A: Scope of Service & Payment

**March 23, 2022**

**Dante Hall  
City Manager  
City of Hercules  
111 Civic Drive  
Hercules, CA 94547**

## **Re: Additional Tasks for American Rescue Plan Act (ARPA) Consulting Work:**

Dante:

HdL has been working as the City of Hercules' consultant for ARPA and together we've made good progress in formulating an effective ARPA plan to fund projects and programs which can significantly benefit and positively impact the community in helping to recover from the COVID-19 Pandemic.

As Hercules is formulating projects and programs it will be important to design and implement them to be as effective as possible, while providing the highest-level of services possible. In recognition of Hercules' limited staffing resources, as well as HdL's expertise, the City of Hercules is desirous of exploring the possibility of amending the agreement for ARPA services with HdL to have HdL assume a greater role in formulating ARPA programs, as well as effectively implementing them.

### **Scope of Work:**

Hinderliter de Llamas & Associates (HdL), hereafter referred to as the 'Consultant', will work with the City of Hercules, hereafter referred as the 'City', to assume the overall administrative oversight of Hercules' ARPA programs targeted at assisting Hercules businesses including the following:

- Business Assistance Grants
- Business Rental Relief Assistance Grants
- Marketing Assistance Program, including individualized business marketing support and Shop Local Program with the utilization of a Digital Gift Card Program

HdL has significant experience working with several cities on designing small business grant programs, creating effective marketing programs and 'shop local' programs for cities, as well as working on Digital Gift Card programs for several cities (San Leandro, Lafayette, Pinole, Hawthorne, Canyon Lake) to utilize the Yiftee digital gift card platform (which is presently serving 50 California cities). Additionally, HdL recently worked with the City of San Leandro in designing and implementing a Commercial Rent Relief Grant Program that was up in running within 45 days and funded 50 grants of \$15,000 each in assisting the most financially impacted small businesses with paying back rent. HdL is also working as the administrator of business assistance programs for the city of Hawthorne. HdL can work to develop a program for Hercules to be used by those businesses and business type categories most impacted by the Pandemic.

Once the overall design of the program is established, the Consultant shall be responsible for the administration of the program including 1) set up of software applications, 2) creating a custom landing page, 3) pre-screen application form, 4) program application form and 5) staffing & management of call center for questions with the on-line application process and submitting required documents.

Additionally, the Consultant manage the rollout of the program, screening & evaluating applications and overall management of the program including a survey to measure the impact of the grants.

**Compensation:**

The Consultant shall be compensated based on hours worked on the program utilizing the following hourly rate schedule.

<u>Staff Position</u>	<u>Hourly Rate</u>
Principal/Managing Director	\$250/hour
Director of Professional Svcs.	\$230/hour
Senior Advisor	\$180/hour
Operations Manager	\$180/hour
Analyst/Call Center Specialists	\$100/hour

An Amendment to the Agreement for ARPA services between the City of Hercules and HdL will add an additional \$50,000 in funding for ARPA services to be provided by HdL.

The Project Manager for the Consultant shall be Barry Foster-Principal/Managing Director with HdL ECONSolutions, along with staffing support from Josh Davis-Director with Professional Services, Eric Myers-Operations Manager with Professional Services, Sandra Meyer-Sr. Advisor and Fienna Cheng-Analyst with ECONSolutions, as well as Tax Specialists working the Call Support Center.

**OPTIONAL SERVICE-ED STAFFING SUPPORT SERVICES**

Additionally, HdL can provide Economic Development staffing services including retail attraction and/or development services support—as needed and directed by the City. HdL presently provides this service for the cities of Menlo Park, Pacific Grove, Rancho Santa Margarita and several more being added soon. This work shall be done on an hourly basis and at the direction of the city manager with a not to exceed annual amount of \$65,000 which will include \$15,000 for an INSIGHT Market Analytics report package, Community Profile & Void Analysis of retailers to target for marketplace, plus up to \$50,000 for staffing support services with the following hourly rates.

Principal/Managing Director	\$250/hour
Sr. Advisor	\$180/hour
Analyst	\$100/hour

Please note that the ED Staffing Support Services in an amount not to exceed \$65,000 may be compensated for out of the ARPA revenue loss component.

Please contact Barry Foster with any questions at 951.233.0414.

Accepted by

CONSULTANT (Hinderliter de Llamas Associates-HdL)

CITY (City of Hercules)

---

---