



SACRAMENTO INNOVATION GRANT PROGRAM

INNOVATION AND ENTREPRENEURSHIP EVENT GRANTS

Grant Identification Number: G23020014005

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Questions Due by: Thursday, June 22, 2023, at 5 p.m. (PDT)

Grant Applications Due by: Monday, July 17, 2023, at 5 p.m. (PDT)

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INTRODUCTION & BACKGROUND

The City of Sacramento's Office of Innovation and Economic Development has up to \$200,000 available to sponsor small events that will bring together the people, businesses, and organizations that keep Sacramento's economy on the cutting edge.

HISTORY

The Sacramento Innovation Grant Program (previously RAILS Grant Program) offers up to \$1 million in grants annually from the City's Innovation and Growth Fund to support the development of Sacramento's entrepreneurial and innovation ecosystem through "startup enablers" – community-based initiatives and programs that help entrepreneurs take their startup from initial idea to viable company.

The grant program and application categories are separated out into three tiers:

- Tier 1 – Expanding the reach of entrepreneurial support organizations;
- Tier 2 – Marketing broadly to change the perception of the ecosystem; and
- Tier 3 – Fostering and facilitating high-growth startups.

These tiers are designed for the Sacramento Innovation Grant Program to achieve the following objectives:

- Expand the reach of entrepreneurial support organizations;
- Increase opportunities for startups to grow;
- Increase the number and viability of startups;
- Increase VC investment in Sacramento;
- Marketing broadly to change the perception of the ecosystem;
- Foster and facilitate high-growth startups;
- Encourage targeted collaborations; and
- Build key industry verticals.

INDUSTRY VERTICALS

In alignment with the City's Inclusive Economic Development action plan, key verticals have been identified in Sacramento industry clusters that are economic strengths, well-positioned for industry growth, or prime for innovation. These are further outlined in the full [ScaleUp Sacramento plan](#). They are:

- Future Mobility
- Life Sciences
- Clean Economy
- Agriculture, Food & Beverage Manufacturing
- Headquarter and Business Services

Applications for innovation and entrepreneurship event grant funding aligned with these industry clusters will be given scoring preference.

GRANT OVERVIEW & GUIDELINES

Up to \$15,000 will be awarded to each successful applicant to fund one-time or a series of events focused on fostering knowledge and ideas that inspire entrepreneurship and the growth of innovative businesses and programs.

For this round of funding, events must be completed by December 31, 2023, and occur within the city limits of the City of Sacramento.

Examples of eligible events include, but are not limited to:

- 1) **Regularly scheduled meetups** to connect entrepreneurs, investors, and industry experts;
- 2) **Startup weekends** gathering entrepreneurs to kickstart new companies focused on solving stated problems;
- 3) **Speaker series** featuring experts from industry fields highlighted by this grant proposal;
- 4) **Business pitch competitions** where startups present their companies and business models for funding and promotion;
- 5) **Half-day or one-day conferences** featuring speakers, breakout sessions, and networking;
- 6) **Hackathons** gathering coders, designers, and others to create new apps or products;
- 7) **“Maker” events** sharing the processes and products that help innovators build and test potential products;
- 8) **Educational opportunities** for entrepreneurs to build soft skills and technical expertise, such as design thinking training;
- 9) **Webinars** featuring business topic presentations and discussions; and
- 10) **Other in-person or virtual events** supporting the entrepreneurial ecosystem in Sacramento.

Regular, recurring events, and in-person events will be given slight preference in scoring criteria.

This innovation event grant funding is focused on supporting smaller events. A second round of grants is being planned with a focus on large scale, multi-day innovation, tech, and business conferences. For inquiries, please contact Project Manager Michael Young at mkyoung@cityofsacramento.org.

As a competitive application process, grantees must have a track record that demonstrates their commitment to advancing the innovation ecosystem and ability to execute.

All project activities funded through this program must be open and advertised to the general public and include publicity that recognizes the funding received from the City of Sacramento.

GRANT FUNDING & ELIGIBILITY

The City has allocated up to \$200,000 for this Innovation and Entrepreneurship Event Grant solicitation. The minimum funding request is \$5,000 and funding requests may not exceed \$15,000.

MINIMUM ELIGIBILITY

Applicants must meet the baseline requirements outlined below:

- Events must be completed before December 31, 2023;
- Events must be located within the city limits of the City of Sacramento:
 - An applicant may have its headquarters outside of the city limits of the City of Sacramento as long as events are held within the city limits;
- Applicant is in compliance with current or previous City grants; and
- Application is complete.

USE OF FUNDS

FUNDABLE ACTIVITIES

Examples of expenditures this grant may be used for include:

- Equipment rental and supplies;
- Venue rental;
- City/County/Park Fees;
- Parking;
- Marketing;
- Professional services (e.g. speaker fees, lighting, AV, security, etc.);
- Food and beverage – excluding alcohol;
- Salaries for event staff; and
- Stipends for volunteers.

INELIGIBLE USES

This grant may not be used for:

- Events restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation;
- General operating expenses that are not specific to the event;
- Costs associated with proposal or grant application preparation;
- Costs incurred or obligated outside of the grant period;
- Re-granting, contributions to other organizations and donations;
- Reimbursement of costs that are paid prior to the execution of the grant award agreement or outside the dates stated in the grant agreement; and
- Costs to purchase alcohol.

METRICS, OBJECTIVES & GOALS

Expected project outcomes must be stated and assessed in the application. Participant and audience numbers must be tracked, and the project must be documented (e.g. video/ audio recording, collateral materials such as flyers, postcards, and programs, use of a social media hashtag, etc.).

Successful applicants must articulate and identify the goals, steps to reach goals, deadline for goals, and measures or benchmarks whereby those goals can be determined. Achievement of these goals will be documented in reports required by contract.

REVIEW CRITERIA & SCORING RUBRIC

APPLICATION SCORING RUBRIC

The following criteria will be used to evaluate and score applications:

- Potential Impact: Proposed event aligns with the vision and goals of the grant program and Innovation and Growth fund; clear event deliverables and success metrics, matches industry focus, recurring event, in-person event;
- Capacity: Staffing experience, expertise, and capacity to deliver event and programming;
- Budget and financials: Clear and detailed budget with accurate cost estimates;
- Equity and inclusion: Applicant’s consideration of the needs of underserved populations into programming and outreach; cost of event attendance; does applicant meet city’s Local Business Enterprise preference?; and
- Community partnerships and collaboration: the quality and commitment of potential partners.

WRITTEN PROPOSAL	MAXIMUM POINTS	REVIEWER SCORE
I. Potential Project Impact		
Meets vision and goals of the grant program and innovation and growth fund.	15	
Clear event success deliverables and metrics.	10	
Aligns with a grant program industry focus.	10	
Is the event in-person and/or recurring.	5	
II. Staff Experience and Capacity		
Experience and expertise of organization and staff.	10	
Sufficient plans to staff proposed event.	10	
III. Finance and Budget		
Clear, detailed budget with accurate cost estimates.	10	

Financial capacity to complete event with grant and other funds.	10	
IV. Equity and inclusion		
Event programming has the potential to promote program goals for a variety of participants and/or multiple industries of interest.	5	
Outreach plans outline ways to reach underserved and target audiences.	5	
Small and local business enterprise preference.	5	
V. Community partnership and collaboration		
Level of commitment from appropriate community/industry partners.	10	
TOTAL	105	

GRANT TIMELINE

APPLICATION & CONTRACTING TIMELINE

This schedule may be altered at any time at the discretion of the City of Sacramento. All times stated are based on Pacific Daylight Time (PDT) unless otherwise noted:

- Applications open: Monday, June 5, 2023
- Optional information session: Week of June 19, 2023 ([See grant website for updated details](#))
- Questions accepted until: Thursday, June 22, 2023, at 5 p.m.
- Question answers posted: Friday, June 30, 2023, by 5 p.m.
- Application close: Monday, July 17, 2023, at 5 p.m.
- Pre-screening complete: Friday, July 21
- Panel review complete: Friday, August 4
- Awardees notified and contracting begins: August 2023
- Council approval: August/September 2023
- Projects begin: September 2023

HOW TO APPLY

All applicants are required to submit the following information:

1. **Application form:** Applicants must complete all required questions included in [the online application](#).

2. **Project budget narrative and table:** Applicants applying for grant funds must submit a proposed budget detailing how the award funds will be used to accomplish the proposed activity. A budget template can be found in Appendix A.

Completed grant applications must be submitted no later than **Monday, July 17, 2023, at 5 p.m.**

The City will only accept applications submitted on Submittable at <https://cityofsacramentooid.submittable.com/submit>. An email will be returned to verify the receipt of your application. To ensure your experience with Submittable goes smoothly, we offer these tips:

- Submittable works best on Google Chrome, Firefox, and Safari. Internet Explorer is not supported. Please make sure you are using a supported browser.
- Particularly for questions requiring lengthy responses, compose your written responses in a Word document then copy and paste into Submittable.
- Save your draft application frequently using the “Save” button at the top of the screen.
- When saving your draft to return to at a future time, log out of the Submittable portal and relog-in each session.
- Be sure to “allow” list notification emails from Submittable and check the email you used to sign up for your Submittable account regularly.

TECHNICAL ASSISTANCE

FAQS

All questions regarding this grant solicitation are to be directed in writing via Microsoft Form at: <https://forms.office.com/g/47Lx1qPeyj>. Answers addressing questions submitted by the deadline will be posted on the Submittable grant overview page by June 30.

All questions must be submitted no later than Thursday, June 22, 2023, at 5 p.m. Questions via phone or email will not receive a response. Applicants may rely only on written instructions from the City. The City will not be responsible for any oral information or instructions given by third parties regarding this solicitation.

To maintain a fair and equal process for all Applicants, upon receipt of this solicitation, Applicants (or their designated agents) SHALL NOT directly or indirectly contact any Council member, Mayor’s Tech Council members or other City staff, other than the contact person identified in this NOFA, for meetings, conferences or technical discussions related to the NOFA. Unauthorized contact of any these individuals may be cause for immediate disqualification from the grant process.

If applicants require in language assistance, please email Michael Young at mkyoung@cityofsacramento.org and the City will make reasonable accommodations to provide assistance as practicable.

SUBMITTABLE TECHNICAL SUPPORT

For technical questions related to the Submittable platform, please refer to the Submittable Resource Center (<https://submittable.help/en/collections/185534-submitters>). Contact information for Submittable Customer Support can be found at (<https://www.submittable.com/help/submitter/>).

INFORMATION SESSION

City staff will host an optional information session on **the week of June 19** to answer questions about this solicitation. No preference will be given to applicants who attend. Please see the project website at www.cityofsacramento.org/innovationgrants for time, date, and location information.

APPLICATION REVIEW PROCESS

The City anticipates implementing the following process for reviewing and evaluating proposals:

1. City staff will review grant applications for completeness and minimum criteria.
2. Members of the Mayor’s Tech Council will review and score all eligible applications using the application scoring rubric and recommend applicants for awards to the City Council.
3. The City Council will make the final decision on adopting the review panel’s recommended awards and amounts.

GRANT IMPLEMENTATION

CONTRACTING PROCESS

Prior to contracting, grantee must meet the following requirements:

- Be registered and in good standing with the California Secretary of State. (<https://bizfileonline.sos.ca.gov/search/business>), if registration is required by law.
- Have an active Business Operations Tax Certificate or exemption letter as required by City Code Chapter 3.08 (available for application or look-up at <https://www.cityofsacramento.org/Finance/Revenue/Business-Operation-Tax>).
- If applicant is a non-profit organization, it must be registered and in good standing with the California Attorney General: Registry of Charitable Trusts (<https://oag.ca.gov/charities>).
- Meet the City’s requirements for general liability of insurance and provide proof of insurance prior to executing grant agreement. Insurance requirements can be reviewed in Sample Grant Agreement in Appendix A.

All grant recipients must execute an Innovation Grant Agreement with the City. The form of the grant agreement is attached as Attachment A. The Applicant is responsible for reading and understanding the sample grant agreement’s terms and conditions prior to submitting an application.

PAYMENT

The City will work with the grantee to determine an initial award amount, which may include partial or full grant awards. Grantee must submit a W-9 tax form and either a CA-590 tax form for in-state grantees and non-profit organizations or CA-587 for out-of-state grantees, to be eligible to receive payment issued by the City’s Accounting Division.

REPORTING

Grantees must provide a detailed post-event report within 30 days after the event for analysis by the City of Sacramento.

The report should include an analysis of economic and/or social impact on the community, an outline of the completed activities in the original scope and executed changes, copies of advertisements and other materials provided to the public, a financial summary with specifics on actual revenue and expenditures, photos documenting the event and the number of spectators that attended the event.

ADDITIONAL CONSIDERATION

CONFLICTS OF INTEREST

Application reviewers will comprise both City staff and the Mayor's Tech Council. No reviewer may be financially interested in a grant.

AMENDMENTS

The City reserves the right to revise or amend any part of this solicitation by issuing an addendum up to the due date/time for submittal. If necessary due to the revisions or amendments, the due date for applications may be postponed.

INCLUSIVE ECONOMIC DEVELOPMENT STATEMENT

The City of Sacramento is committed to ensuring fair and just treatment, access, opportunity, and advancement for all people, while identifying and eliminating barriers that have prevented the full participation of some groups. In alignment with the City's [Inclusive Economic Development](#) priorities, this program aims to expand economic opportunities that benefit underserved and underrepresented communities, thereby reducing social, racial, health, and economic disparities in these communities.

1. **PURPOSE** – The purpose of Inclusive Economic Development Investments is to foster economic and community development and job growth within the City of Sacramento that create opportunities for all of Sacramento's residents, while at the same time prioritizing strategic investments for people of color, low-income individuals, and underinvested communities. The City will make Inclusive Economic Development Investments in projects and programs that advance inclusive economic development and reduce inequities by improving the health, stability, and economic security of residents and neighborhoods; fostering business and job growth; increasing household wealth; encouraging productivity; and supporting people, places, and actions that promote economic growth throughout the City's diverse communities.
2. **DEFINITIONS:**
 - a. **Inclusive Economic Development Investments or Investments:** Investments that expand economic opportunities that benefit underserved and underrepresented communities, thereby reducing social, racial, health, and economic disparities in these communities. Through public and private actions that are responsive to community need and builds on resident assets, these investments foster small business growth,

- increase quality jobs, stabilizes people in safe and affordable homes, prepare residents of all ages to fill those jobs, improve neighborhoods, and increase household wealth.
- b. **Equity:** Fair and just treatment, access, opportunities, and advancement for all people, while identifying and eliminating barriers that have prevented the full participation of some groups.
 - c. **Racial and gender equity:** The development of policies, practices, and strategic investments to reverse racial disparity trends, eliminate institutional racism, and ensure that outcomes and opportunities for all people are no longer predictable by race and gender.
 - d. **Priority Neighborhoods:** Neighborhoods already having a federal, state, or local designation (could include city Priority Neighborhoods, federal Promise Zone, federal Opportunity Zone, Health Need Assessment Focus Communities, etc.) or neighborhoods experiencing a cost of living that outpaces the incomes of the residents, lagging commercial and residential investment, increased poverty and gentrification pressures; limited access to services and amenities, substantial change due to major development and/or public infrastructure improvements and local business displacement.
3. **OBJECTIVES** – Investments must seek to advance economic growth and development by achieving the following objectives:
- a. **Catalyze Inclusive Economic Development:** Investments must help to further develop and/or grow targeted industry clusters, tradable sectors, and university-industry innovation districts. Investments must catalyze economic development and community revitalization in targeted geographic areas that increase the economic security and mobility of vulnerable families and workers.
 - b. **Stimulate Job Growth:** Investments must help retain and grow job opportunities by cultivating the entrepreneurial ecosystem, attracting new businesses that create a range of quality jobs, and supporting the growth and advancement of existing businesses. Investments must also support hiring and retaining of low income and historically underserved and underrepresented residents.
 - c. **Create Experiential and Educational Opportunities:** Investments must expand access to experiential and educational opportunities that lead to career pathways that lead to the middle class. Investments must also cultivate homegrown talent through strong cradle-to-career pipelines that increase economic security and access to job opportunities and residents that have been historically underserved and underrepresented.
 - d. **Create Vibrant, Healthy, Opportunity-Rich Neighborhoods:** With the goal of reducing racial, social, health, and economic disparities, Investments must increase the supply and access to safe and affordable housing, transit, and transportation options, promote clean and safe neighborhoods, create positive youth development experiences, and remove barriers to future economic development, particularly in distressed and disadvantaged neighborhoods that have not benefited from previous economic growth. Investments must ensure all communities have access to services and amenities that support healthy and vibrant neighborhoods.
 - e. **Increase Revenue and Other Social and Economic Benefits to the City:** Investments must directly or indirectly increase City revenue and/or generate other significant public

benefits (as outlined in Section 5F – Public Benefit) that provide a return on investment to the City.

Read the full [Inclusive Economic Development Investment Guidelines](#) approved by the City Council for more information on Guiding Principles for equity-focused investments and criteria for significant economic impact.

Example Innovation and Entrepreneurship Event Grant Agreement

This INNOVATION AND ENTREPRENEURSHIP EVENT GRANT AGREEMENT, dated [DATE] for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the “City”), and [ORGANIZATION], a [ORG TYPE] (the “Grantee”).

Background

The Innovation and Entrepreneurship Event Grants are part of the City’s annual innovation grant program authorized under the City’s Innovation and Growth Fund Policy, Guidelines, and Procedures (Resolution 2016-0240). The Sacramento Innovation Grant Program (previously RAILS Grant Program) offers up to \$1 million in grants annually from the City’s Innovation and Growth Fund to support the development of Sacramento’s entrepreneurial and innovation ecosystem through “startup enablers” – community-based initiatives and programs that help entrepreneurs take their startup from initial idea to viable company.

The grant program and application categories are separated out into three tiers:

- Tier 1 – Expanding the reach of entrepreneurial support organizations;
- Tier 2 – Marketing broadly to change the perception of the ecosystem; and
- Tier 3 – Fostering and facilitating high-growth startups.

Innovation and Entrepreneurship Event Grants are focused on supporting events that bring together the people, businesses, and organizations that keep Sacramento’s economy on the cutting edge. The Grantee applied for, and has been selected by the City to receive, an Innovation and Entrepreneurship Event Grant.

With these background facts in mind, the parties agree as follows:

- 1. Term.** This agreement takes effect as described in section 5 and terminates on [DATE], subject to early termination under section 7.
- 2. Disbursement of Funds.** [information here about disbursement, including not-to-exceed award amount]
- 3. Authorized Uses.** The following terms apply to the Grantee’s activities and expenditures related to this agreement:
 - (a) The Grantee may expend funds received under this agreement to solely to carry out the activities listed in attachment 1 (“**Authorized Activities**”) in accordance with the budget listed in attachment 2 (the “**Approved Budget**”). If a term included in attachment 1 is stated as an obligation, then the Grantee is obligated to perform the term under this agreement.
 - (b) The Grantee may expend these funds only during the period between the effective date of this agreement and December 31, 2023. No later than January 15, 2024, the Grantee shall return all unexpended funds to the City by check payable to the City and delivered to the City at the address shown in section 8.
 - (b) The Grantee shall not cumulatively adjust any line-item expenditure in the Approved Budget by more than 10% without the prior written approval of the City. Any line-item adjustment made by the

Grantee without the City's prior written approval that either causes the cumulative adjustments for the line item to exceed 10% or is made after the cumulative adjustments for the line item have reached 10% is void. The Grantee shall submit requests for line-item adjustments in accordance with section 8.

4. **Separate Accounts.** The Grantee shall keep all funds received under this agreement separate from all other funds under its control.
5. **Books and Records.** During the term of this agreement and for three years thereafter, the Grantee shall keep appropriate books, records, and accounts in connection with the funds received and activities performed under this agreement and is subject to the following:
 - (a) The Grantee shall maintain all records related to this agreement in accordance with generally accepted accounting practices, including the following records: (i) general ledger and subsidiary ledgers used to account for the receipt of the grant funds and the disbursements of the grant funds to meet eligible expenses; (ii) budget records for all fiscal years covered by this agreement; (iii) payroll, time records, human resource records to support costs incurred for payroll expenses related to this agreement; (iv) receipts of purchases made related to this agreement; (v) contracts and subcontracts entered into using the grant funds and all documents related to such contracts; (vi) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Grantee, and subrecipients; (vii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement; (viii) all internal and external email/electronic communications related to use of the grant funds; and (ix) all investigative files and inquiry reports involving payment of the grant funds.
 - (b) The Grantee shall make its books, records, and accounts (both those that relate to this agreement and those that do not), employees, performance-related records, property, and equipment related to this agreement available to the City's Accounting Manager (the "**Accounting Manager**"), the City Auditor, and any independent auditor at all reasonable times so that the Accounting Manager, City Auditor, or independent auditor may determine whether the Grantee has complied with this agreement.
 - (c) Upon demand by the City, given in accordance with section 8, the Grantee shall reimburse the City for all grant funds that the Accounting Manager, City Auditor, or an independent auditor determines were expended for activities other than Authorized Activities in accordance with this agreement, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 8.
6. **Reports.** (a) The Grantee shall provide a closeout report that includes all of the following by (1) [date], or (2) the 30th day after Grantee completes the Authorized Activities, whichever is earlier: (i) economic impact; (ii) social impact; (iii) an outline of completed activities in the original scope and executed changes;

(iv) copies of advertisements and other materials provided to the public; (v) number of participants; (vi) photos documenting the authorized activities; (vii) a financial summary of revenue and expenditures; (viii) and any other information the City may request to demonstrate that the grant funds were used solely for Authorized Activities.

(b) If the Authorized Activities take place over a period of 90 days or more, then in addition to the closeout report required under section 6(a), above, the Grantee shall also provide reports with the information required under section 6(a), above, on the 90th day after the effective date of this agreement and quarterly thereafter until the Grantee submits the closeout report.

(c) All reports must include certification by the Grantee that it used the grant funds solely for Authorized Activities.

7. Termination. The City may terminate this agreement if the City Manager determines that:

(a) Grantee has failed to perform, or has performed unsatisfactorily, any term of this agreement;

(b) Grantee has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this agreement; or

(c) There is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this agreement that may materially jeopardize or adversely affect the undertaking of or the carrying out of the Authorized Activities.

8. Notices. Any notice, request, report, or demand under this agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 8 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:

City of Sacramento
Office of Innovation and Economic
Development
915 I Street, Third Floor
Sacramento, California 95814

Attention:
Email:
Phone:

If to the Grantee:

[ORGANIZATION]
[ADDRESS LINE 1]
[ADDRESS LINE 2]

Attention:
Email:
Phone:

9. Effective Date. This agreement is effective on the date that both parties have signed it, as indicated by the dates in the signature blocks below.

- 10. Indemnity.** The Grantee shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "**Liabilities**"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to this agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the direct supervision and control of Grantee. The provisions of this section 10 will survive the termination of this agreement.
- 11. Insurance.** During the term of this agreement, the Grantee shall maintain at its sole expense insurance coverage as follows:
- (a) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee, its contractors, subcontractors, products and completed operations of the Grantee, its contractors, subcontractors, and premises owned, leased, or used by the Grantee, its contractors, subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy.
 - (b) The minimum limits of insurance required by section 11(a) may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance must contain, or be endorsed to contain, a provision that it applies on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of such umbrella or excess coverage and does not contribute with it.
 - (c) The City, its officials, employees, and volunteers must be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of the Grantee and its contractors and subcontractors; products and completed operations of the Grantee and its contractors and subcontractors; and premises owned, leased, or used by the Grantee and its contractors and subcontractors.
 - (d) The policies must contain, or be endorsed to contain, the following provisions:
 - (1) The Grantee's insurance coverage, including excess insurance, is primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of the Grantee's insurance and does not contribute with it.
 - (2) Any failure to comply with reporting provisions of the policies does not affect coverage provided to the City, its officials, employees, or volunteers.

- (3) Coverage must state that the Grantee's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) The City must be provided with 30 days' written notice of cancellation or material change in the policy language or terms.
- (e) Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms, or other variations that do not comply with the requirements of this section 11 must be declared to and approved by the City in writing prior to execution of this agreement.
- (f) The Grantee shall furnish the City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements must be forwarded to the City representative named in section 8. Copies of policies must be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.
- (g) For all insurance policy renewals during the term of this agreement, the Grantee shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 947
Murrieta, CA 92564

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com
- (h) The City may withdraw its offer of contract or terminate this agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this agreement. The City may withhold payments to the Grantee or terminate the agreement if the insurance is canceled or Grantee otherwise ceases to be insured as required by this section 11.
- (i) Any available insurance proceeds in excess of the specified minimum limits and coverages must be made available to the City.
- (j) The Grantee's liability to the City is not in any way be limited to or affected by the amount of insurance coverage required or carried by Grantee in connection with this agreement.

12. Compliance with all Laws, Requirements, and Orders. The Grantee shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this agreement, including all non-discrimination and equal opportunity laws to ensure that Grantee does not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).

13. City Recognition. The Grantee shall use the City of Sacramento logos on printed and web-based materials that promote or explain the Authorized Activities, including flyers, programs, and similar materials.

14. Tax Implications and Consequences. The City makes no representations as to the tax consequences associated with the disbursement of funds under this agreement, and any determination related to this issue is the sole responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors or

tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this agreement. Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the funds disbursed to Grantee under the terms of this agreement.

15. Conflicts of Interest. Grantee, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders Grantee's performance this agreement.

16. Miscellaneous.

- (a) *Assignment.* The Grantee may not assign or otherwise transfer this agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 16(a) is void.
- (b) *Successors and Assigns.* This agreement binds and inures to the benefit of the successors and assigns of the parties. This section 16(b) does not constitute the City's consent to any assignment of this agreement or any interest in this agreement.
- (c) *Interpretation.* This agreement is to be interpreted and applied in accordance with California law. Attachments 1, and 2 are part of this agreement.
- (d) *Waiver of Breach.* A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon the other party's breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- (e) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
- (f) *Counterparts.* The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
- (g) *Electronic signatures.* The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for all purposes.
- (h) *Time of Essence.* Time is of the essence in performing this agreement.
- (i) *Integration and Modification.* This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.

(Signature Page Follows)

City of Sacramento

[ORGANIZATION]

By: _____

By: _____

Dated: _____

Dated: _____

Attest

Sacramento City Clerk

By: _____

Deputy City Clerk

Approved as to Form

Sacramento City Attorney

By: _____

Deputy City Attorney

Attachment 1

Authorized Activities

1. The Grantee shall use the grant funds solely to do the following:
 - (a) The Grantee shall organize and host a showcase and pitch event that features and spotlights startups and innovators in the industries of future mobility, life sciences, clean economy, agriculture, food and beverage manufacturing, or headquarter and business services (the “**Event.**”) Grantee expects 200-250 attendees from key stakeholder groups including investors, startups, innovators, business leaders, economic development leaders, educators, and students.
 - (b) The Grantee shall ensure that the Event includes speakers, pitches, and exhibits to facilitate exposure and introductions for startups into the Sacramento ecosystem. At a minimum the Event must include:
 - Talks and panels with thought-leaders in the focus industries, including a recognized and influential keynote speaker;
 - Pitch competition including six-minute presentations by startup companies representing key industry verticals; and
 - Exhibition including exhibits from 20-30 technology startups representing the focus industries, entrepreneurial ecosystem builders, students, and STEM-focused workforce development.
 - (c) Grantee shall host the event at [location within the city limits of the City of Sacramento] on [date].
 - (d) The Grantee shall carry out these Authorized Activities during the period beginning July 1, 2023, and ending July 31, 2023.

Attachment 2

Budget Narrative and Table

BUDGET NARRATIVE

Purpose

The purpose of the Budget Narrative is to provide support and an explanation for the amounts requested in the Budget Table.

The applicant must provide cost information for each applicable category listed below and explain how the requested funds will allow the applicant to achieve the program goals. If you are not requesting funds for a particular category, list \$0 for that category in your narrative and cost list. Each expenditure must be supported by a justification to support the cost. All costs must be reasonable and allocable.

Cost Categories

Direct Costs, including:

- (a) Salaries and Benefits: List the classification/title, hourly rates, and estimated hours for each role funded by the grant. Briefly describe each position's roles and responsibilities for grant activities.
- (b) Services and Supplies: Itemize all services and supplies to be purchased with grant funds to support the grant activities. This section should include any food and beverage purchases, including numbers of people to be served.
- (c) Marketing Expenses: Costs related to advertising the program services to the target audience.
- (d) Equipment/Fixed Assets: Itemize any equipment or fixed assets to be rented or purchased with grant funds. List each piece of equipment or fixed asset separately.
- (e) Venue Expenses: Venue rentals, associated parking fees, etc.
- (f) Other: Itemize any other direct costs that are not listed in the categories above.

BUDGET TABLE

Cost Categories	A. Grant Funds	B. Cash Match (if any)	C. In-Kind Match (if any)	D. Total (A+B+C)
1. Salaries and Benefits				
2. Services and Supplies				
3. Marketing				
4. Equipment/Fixed Assets				
5. Venue Expenses				
6. Other Direct Costs				
TOTAL	\$0	\$0	\$0	\$0