SACRAMENTO



Sacramento Innovation Incubator and Accelerator Grant Program Notice of Funding Availability (NOFA)

> **NOFA #:** P25020014001 **NOFA Posted on:** Monday, July 15, 2024

NOFA Priority Questions Due by: August 7, 2024, by 5 p.m. PDT

Grant Applications Due by: Monday, Sept. 9, 2024, by 5 p.m. PDT

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INTRODUCTION AND BACKGROUND

The Sacramento Innovation Grant Program offers grants annually to support the development of Sacramento's entrepreneurial and innovation ecosystem. The Innovation Grant Program focuses on funding "startup enablers" – community-based initiatives and programs that help entrepreneurs take their startup from the initial idea to a viable company.

The Sacramento Innovation Grant Program aims 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 venture capital 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.

The following guidelines are for Incubator and Accelerator Grants within the Innovation Grant Program.

INCUBATOR AND ACCELERATOR GRANT GUIDELINES & OUTCOMES

GUIDELINES

Incubator and Accelerator Grants are focused on nurturing and supporting early-stage businesses with an end goal of the participants of the funded incubator and accelerator programs starting or growing their own business, spurring innovation, and stimulating economic development in the Sacramento region. Companies and non-profits are invited to apply to fund incubator and accelerator programs for a cohort of startups with high growth potential and innovative solutions. These programs should provide support through a combination of the following services:

- **Mentorship and Coaching:** Guidance from experienced entrepreneurs, industry experts, and mentors on business development, strategy, marketing, fundraising and more;
- Educational Programs: Training sessions or workshops on topics such as business planning, market research, product development, and financial management;
- **Product Development Support:** Assistance or guidance on prototyping, testing, iteration, and product refinement based on market research;
- Legal and Administrative Support: Assistance with legal, accounting, and administrative tasks such as business incorporation, intellectual property protection, and contracts;
- Marketing and Branding Support: Assistance in identifying and reaching target audiences and customers through marketing and public relations strategies;
- **Strategic Partnerships:** Connections with other startups, industry leaders, corporate entities, and business support organizations to expand access to resources and expertise;

- Access to Funding: Pitch training and hosting pitch events, demo days, and introductions to investors including venture capital firms, angel investors, and government grants; and
- **Office Space:** Access to shared office space for startups to work and collaborate.

Proposed incubators or accelerators must be hosted in the Sacramento city limits.

Proposed incubators or accelerators must commit to at least 90% of cohort participants of grant funded activities having either a residence or business with an address within the City of Sacramento. All grant cohort participants of grant funded activities must have a residence or business within the six-county Sacramento region (Sutter, Placer, Yolo, Yuba, Sacramento and El Dorado counties).

Proposed incubators or accelerators may be new for the applicant or represent further development of existing programs.

Proposed incubator or accelerator cohorts must be completed within a 12-month contract period.

As a competitive application process, grantees must have a track record that demonstrates their commitment to advancing Sacramento's innovation ecosystem and ability to execute successful projects.

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

INDUSTRY VERTICALS

The City encourages applicants to propose programs that advance emerging industries and efforts in Sacramento. By focusing on specific areas, we aim to amplify Sacramento's unique strengths and advance key sectors that promise long-term economic and social benefits. Examples of emerging industries and efforts include, but are not limited to:

- 1. The Farm to Fork Movement (including Food and AgTech)
- 2. Clean Technology and Sustainability
- 3. Life Sciences and Healthcare
- 4. Creative Economy and the Arts
- 5. Government and Smart City Initiatives

An incubator or accelerator focused on a specific industry is not required but encouraged as these industries play a crucial role in the city economic development. The city requests applicants provide reasoning for their choice of industry focus or lack thereof, and how that choice benefits the innovation ecosystem of the City of Sacramento and the six-county Sacramento region.

METRICS, OBJECTIVES & GOALS

Successful applicants must identify the desired outcomes and goals of their incubator or accelerator project, steps to reach goals, deadline for goals, and metrics or benchmarks whereby those goals can be determined. Proposed metrics should measure the effectiveness of the incubator and accelerator program as well as the success of the cohort participant companies.

Progress toward the achievement of these goals will be documented in quarterly reports.

Awarded projects will be required to measure, at minimum, the following: revenue generated by participants, funding raised by participants, job created by participants, number of Sacramento businesses participating, number of new businesses started, graduation rates, customer acquisitions, patents filed, utilization of resources offered by the incubators and accelerators, and participant satisfaction through collection of surveys and testimonials.

GRANT FUNDING & ELIGIBILITY

The City has allocated approximately \$500,000 for this Incubator and Accelerator Grant solicitation. Grant requests may be for no more than \$100,000. The amount of any grant award(s) will be based on a number of factors, including, but not limited to, the perceived impact of the incubator or accelerator grant activities, justification of proposed budget, experience of the incubator or accelerator staff, equitable and inclusive project goals and outreach, collaboration with appropriate partners, and the total number of applicants. No cash match is required, but applications with additional financial support for programming are encouraged.

MINIMUM ELIGIBILITY

Applicants must meet the baseline requirements outlined below:

- Applicants must operate from a fixed place of business within the Sacramento city limits, except as follows:
 - Applicants that do not operate from a fixed place of business within the city limits are eligible if grant-supported programming is provided within the city limits, and
 - Applicants must be in compliance with current and past City grants.

USE OF FUNDS

FUNDABLE ACTIVITIES

Examples of what expenditures this grant may be used for include:

- Program development and delivery;
- Salaries for staff delivering programming;
- Stipends for volunteers and participants;
- Training supplies and equipment;
- Office space and co-working membership fees;
- Marketing and public relations for program recruitment;
- Food and non-alcoholic beverages provided to participants at the funded programs (costs cannot exceed 5% of the grant total);
- Scholarships for program participants;
- Software subscription fees; and

• Professional services.

INELIGIBLE USES

This grant may not be used for:

- Projects 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;
- Registration fees to attend classes, workshops, or conferences;
- Fundraising activities;
- Capital campaigns or endowments;
- Consultation or facilitation related to capital projects;
- General operating expenses that are not specific to the project;
- Costs associated with proposal or grant application preparation;
- Costs incurred or obligated outside of the grant period;
- Costs for lobbying;
- Costs for entertainment;
- Re-granting, contributions to other organizations and donations except if grant is explicitly received on behalf of a fiscally sponsored organization;
- Reimbursement of costs that are paid prior to the execution of the grant award agreement or outside the dates stated in the grant agreement; or
- Public works as defined in the California Labor Code.

REVIEW CRITERIA & SCORING RUBRIC

The following criteria will be used to evaluate and score applications (*Sum of scores for all criteria, maximum 100 points*):

- Potential Project Impact (30 points)
 - Excellent (30 points): Demonstrates clear, measurable impact on startups, local economy, and community; Provides compelling success stories and evidence of previous achievements, focuses on key target audiences and or industry.
 - Good (22.5 points): Shows potential for significant impact on startups, economy, and community, with some supporting evidence.
 - Fair (15 points): Identifies potential impact, but lacks detail or evidence. Limited success stories provided.
 - Poor (7.5 points): Impact is unclear or poorly articulated. Minimal evidence of potential impact.
 - Inadequate (0 points): Little to no evidence of potential impact provided.
- Staff Experience and Capacity (20 points)
 - Excellent (20 points): Leadership team possesses extensive experience and qualifications relevant to incubator/accelerator management; Demonstrates capacity to execute programs effectively.

- Good (15 points): Leadership team has relevant experience and qualifications, with adequate capacity to execute programs.
- Fair (10 points): Leadership team has some relevant experience but may lack depth or capacity.
- Poor (5 points): Limited information on staff experience or capacity provided.
- Inadequate (0 points): Leadership team lacks relevant experience or capacity to execute programs.

• Finance and Budget (20 points)

- Excellent (20 points): Provides a detailed budget with realistic allocations and justifications for grant funds; Demonstrates financial sustainability beyond the grant period; leverages other funding sources; and offers registration at no or low cost to participants.
- Good (15 points): Offers a budget with reasonable allocations and justifications; Shows some consideration for financial sustainability. Leverages some outside funding sources. Offers low-cost participation.
- Fair (10 points): Budget is provided but lacks detail or justification; Limited consideration for financial sustainability. Leverages minimal outside funding sources. Offers low-cost participation.
- Poor (5 points): Budget is vague or poorly justified; Minimal consideration for financial sustainability. No other funding sources are listed. Cost for participation is moderate.
- Inadequate (0 points): Budget provides no narrative and lacks any consideration for financial sustainability. No other funding sources are listed. The cost for participation is high.

• Equity and Inclusion (15 points)

- Excellent (15 points): Outlines comprehensive strategies to promote diversity, equity, and inclusion within the startup ecosystem. Provides evidence of successful implementation. Project to take place mainly in a priority neighborhood.
- Good (12 points): Describes efforts to promote equity and inclusion, with some evidence of effectiveness. Some portions of the project will take place in a priority neighborhood.
- Fair (8 points): Mentions equity and inclusion initiatives but lacks detail or evidence.
 Limited evidence of implementation. Minimal or no portions of the project will take place in a priority neighborhood.
- Poor (4 points): Equity and inclusion strategies are unclear or poorly articulated.
 Minimal evidence provided. No portions of the project will take place in a priority neighborhood.
- Inadequate (0 points): No mention of equity and inclusion strategies or initiatives.

• Partnership and Collaboration (15 points)

 Excellent (15 points): Demonstrates strong partnerships with relevant stakeholders, enhancing program effectiveness; Provides examples of successful collaborations and their impact.

- Good (12 points): Describes partnerships and collaborations, with some evidence of effectiveness.
- Fair (8 points): Mentions partnerships or collaborations but lacks detail or evidence; Limited evidence of impact.
- Poor (4 points): Partnerships and collaborations are unclear or poorly articulated; Minimal evidence provided.
- Inadequate (0 points): No mention of partnerships or collaborations.

Total Score: (Sum of scores for all criteria, maximum 100 points)

GRANT TIMELINE

APPLICATION & CONTRACTING TIMELINE

This schedule may be altered at any time at the discretion of the City of Sacramento.

- Application open: Monday, July 15, 2024
- Optional information session: Week of July 29, 2024
- Questions accepted until: Week of August 7, 2024
- Question answers posted: Week of August 19, 2024
- Application close: Monday, September 9, 2024
- Awardees notified and contracting begins: Fall 2024
- City Council approval: November 2024
- Execute contracts: November-December 2024
- Projects begin: Jan. 2025

HOW TO APPLY

All applicants are required to submit the following information:

- 1. **Application form:** Applicants must complete all questions included in the online application. Application questions can be reviewed in Appendix A.
- 2. **Project budget narrative and table:** Applicants applying for grant funds must submit a proposed budget detailing how the grant funds will be used to accomplish the proposed activity. A budget template can be found in Appendix C.

Completed grant applications must be submitted no later than **Monday, September 9, 2024 at 5 p.m. PDT.** If an applicant does not complete all questions in the online application and submit a proposed budget detailing how the award funds will be used to accomplish the proposed activity, the application is incomplete and not scored.

The City will only accept applications submitted on Submittable at

<u>https://cityofsacramentooied.submittable.com/submit</u>. 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 relogin 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: <u>https://forms.office.com/g/Gi1AD2ZfQe</u>. An addendum addressing questions submitted by the deadline will be posted on Submittable.

All questions must be submitted no later than **the Wednesday**, **August 7**, **2024**, **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 member or 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 Aubree Taylor at <u>ajtaylor@cityofsacramento.org</u> and the City will make reasonable accommodations to provide assistance as practicable.

SUBMITTABLE TECHNICAL SUPPORT

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

INFORMATION SESSION

City staff will host an optional information session **the week of July 29, 2024,** to answer questions about this solicitation. The session will be recorded and the link will be posted on Submittable. No preference will be given to applicants who attend.

APPLICATION REVIEW PROCESS

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

- 1. City staff will review grant applications for completeness, minimum criteria and conduct an initial scoring using the listed rubric. Applications that meet a minimum scoring threshold will be forwarded to the judging panel for final review.
- 2. A committee including members of the Mayor's Tech Council, city employees and non-conflicted subject matter experts will review and score all eligible applications using the application scoring rubric above and designate the top applications as finalists.
 - a. Interviews may be requested by the review committee.
- 3. City Council will vote to amend or adopt awards and amounts recommended by the review committee.

GRANT IMPLEMENTATION

CONTRACTING PROCESS

Prior to contracting, grantee will be expected to do the following:

- Be registered and good standing with the California Secretary of State (<u>https://bizfileonline.sos.ca.gov/search/business</u>) or the Secretary of State the business is registered in;
- If applicant is a non-profit organization, it must be registered and in good standing with the California Attorney General: Registry of Charitable Trusts (<u>https://oag.ca.gov/charities</u>); and
- 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 B.
- Have an active Business Operations Tax Certificate or exemption letter (available for application or look-up at <u>https://www.cityofsacramento.org/Finance/Revenue/Business-Operation-Tax</u>); and
- Register as a supplier with the City of Sacramento by providing a complete W9 and Form 590.

All grant recipients must execute an Innovation Grant Agreement with the City. The form of the grant agreement is attached as Attachment B. The Applicant is responsible for reading and understanding the grant agreement's terms and conditions prior to submitting an application and must submit in writing with their application any potential changes requested to the grant agreement template.

PAYMENT

Grantees will be paid on a reimbursement basis and may request payment no more frequently than once a month.

REPORTING

On a quarterly basis, the Grantee shall provide the City with a written report on the progress made on the authorized activities. With each payment request, the Grantee shall provide the City a financial report including an itemized list of expenditures and supporting documentation to substantiate costs including receipts, staff hours worked, contractor invoices, and proof of payment to staff and contractors. The City may request any additional documentation it determines is needed to show appropriate use of funds and progress toward program objectives. A closeout report will also be required after the performance period of the grant has ended summarizing grant activities including reporting on the outcomes of goals and metrics required by contract.

ADDITIONAL CONSIDERATION

CONFLICTS OF INTEREST

Applications will be reviewed by City staff, the Mayor's Tech Council, and non-conflicted subject matter experts. No reviewer may be financially interested in any grant applications or awards.

REJECTION OF APPLICATIONS

The City of Sacramento may, at its discretion, determine not to award any grant in response to this request or to negotiate with any grantee in any manner necessary to serve the best interests of the City. No applicant shall receive any compensation for preparing any grant application.

PUBLIC RECORDS

All applications and application materials are public records. All information received from an applicant, whether received in connection with a grant application or in connection with any grant funded activities performed, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act. Application scores may also be disclosed. The City reserves the right to use application materials as demonstration examples in future workshops.

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 <u>Inclusive Economic Development</u> 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.

- 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 <u>Inclusive Economic Development Investment Guidelines</u> approved by the City Council for more information on Guiding Principles for equity-focused investments and criteria for significant economic impact.

APPENDIXES

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APPENDIX A – Application Questions

BASIC INFORMATION

- Organization/Company Name
- Organization Website
- Contact Name
- Contact Email
- Contact Phone Number

ORGANIZATION DESCRIPTION

- What is the overall mission of your incubator/accelerator?
- Describe the organizational structure of your incubator/accelerator and qualifications of key leadership team members?
- Describe your organization's target audience (such as startups or entrepreneurs from specific industries or groups) and the focus areas or industries your programs support.

PROJECT DESCRIPTION AND DETAILS

- Grant project short description (Describe your grant project in three sentences or less).
- Project long description Provide an overview of the incubator/accelerator programs and services your project will offer startups and entrepreneurs. How do these programs support their development and what specific objectives do you expect to accomplish in 12 months.
- Does your incubator/accelerator grant project have an industry focus? (yes/no).
- Describe the target audiences and focus areas/industries of your Grant project explain the benefits of this focus.
- Will your incubator/accelerator be held in the City of Sacramento? (yes/no)
- At what location will most of your project activities take place?
- Will your project be prepared to begin in late January 2025? (yes/no).
- (Conditional, if not prepared) If not, when do you plan to start grant activities? (date).
- How many participants will your project serve?
- Program Website where can we find more details on your project¹.

PROJECT IMPACT, GOALS, AND METRICS

- What industry gap or need does your project address?
- What are the long-term and short-term (12 months) goals and objectives of your project?
- Please list the metrics that will be used to measure the project's success.
- Please indicate how you will measure these metrics.
- Please list some key project dates and milestones that need to be met to reach project objectives.

PARTNERSHIPS

- Describe your organization's history partnering with other organizations on projects and how their assistance lead to improved outcomes.
- What organizations will you partner with, what will their roles be and how do they enhance your project or program? Please distinguish which partnerships have been confirmed and which are currently anticipated.

¹ optional

DIVERSITY, INCLUSION AND MARKETING

- How do you plan to recruit residents of the City of Sacramento or businesses located in the City of Sacramento?
- Describe how your program design and outreach incorporates diversity and equity principals and will help to increase participation by underserved populations in the startup ecosystem?
- Will your project be located or primarily serve a priority neighborhood? A priority neighborhood map can be found on the <u>City's website</u>.
- (Conditional, if yes) Please list the neighborhood(s) and describe how you will be located in or serving the neighborhood(s).

ORGANIZATION CAPACITY AND EXPERINCE

- Please describe projects you and your team have worked on of a comparable scope to this project. Please include the outcomes and metrics you used to measure success.
- Describe an success story that illustrates how your program has contributed to the success and growth of a business or entrepreneur that has graduated from your program. What impact have they had on their community and local economy?
- References: List the names and contract information for one past partner organization and one past business participant.

FINANCE AND BUDGET

- Requested grant amount.
- Please upload budget and narrative for requested amount (file upload). In the narrative, describe how grant funds will be utilized to support the goals and activities of your grant project and justify the estimated costs in each budget category.
- Does the requested grant amount cover the cost of the project? (yes/no)
- Please list the sources and amounts of any additional funds that will be provided to the project Please include any funding your organization plans to contribute to the project.
- List registration costs and/or stipends for participants.
- Between grant funds, and other source(s) of funds noted by the applicant, are there unmet costs? If so, how does your organization plan to fund those costs?
- How will your project be financially sustainable after the grant period? If this is a one-time project, please specify.

OTHER

- Please list the sources and amounts of City funds awarded or received in the last 36 months. Please count all sources of City funds, including grants, small business loans, and contracts not related to innovation and economic development.
- Is there anything else we should know?
- The applicant acknowledges that recommend awardees must execute an Innovation Grant Agreement with the City. The form of the grant agreement is included in the grant guidelines as Appendix B. The Applicant is responsible for reading and understanding the grant agreement's terms and conditions prior to applying.
- The applicant should indicate his/her acceptability of the terms and conditions of the grant agreement contained. Any proposed deviations and modifications to the agreement should be noted, with reasons given, in an attachment for review by the City.
- Additional agreement changes will not be considered by the City once selection has been made.

APPENDIX B – Grant Agreement Template

Example Incubator/Accelerator Grant Agreement

This INCUBATOR/ACCELERATOR GRANT AGREEMENT ("**Agreement**"), dated January XX, 2024, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the "**City**"), and INSERT GRANTEE HERE, a California non-profit mutual benefit corporation (the **"Grantee"**).

Background

The Incubator/Accelerator 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) (the "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.

A rich regional entrepreneurial ecosystem has positive economic development impacts within the City because it encourages talent attraction, business attraction, knowledge spillover, the growth of networks outside the city, regional collaboration, increased economic activity, and increased access to capital spurred by the actual and perceived improvement of the entrepreneurship ecosystem.

As approved by City Council in 2020 from the June 2019 RAILS grant program final report, 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 (Resolution 2020-0103).

Incubator/Accelerator Grants are designed to catalyze innovation in the startup community and build pipelines for entrepreneurs into key industry verticals. The Grantee applied for an Incubator/Accelerator Grant. The City selected the Grantee to receive the grant based on the Grantee's expertise and capacity to address Tier 1 and Tier 3 above through the Authorized Activities, further described in Attachment 1. The Grant funds, described below, fall within the threshold of the \$100,000 limit set in the guidelines for this program.

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

With these background facts in mind, the City and Grantee agree as follows:

1. Term. This Agreement takes effect as described in section 11 and terminates on December 31, 2025, subject to early termination under section 7.

- 2. Disbursement of Funds. The City shall disburse to the Grantee a total sum not to exceed \$100,000 in accordance with section 3 below. The funds disbursed by the City under this Agreement are referred to as "Grant funds." In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after December 31, 2025.
- 3. Reimbursement Basis. The City will make payments to the Grantee in arrears as follows:
 - (a) Progress Payments. The Grantee may request payment on an as-needed basis, but no more frequently than once a month. To request payment, the Grantee shall provide the City with a Financial Report (in accordance with section 9(a), below) that includes a detailed accounting of costs incurred in sufficient detail for the City, in its opinion, to substantiate the costs. The City will notify the Grantee within 15 business days following receipt of its Financial Report of any circumstances or data identified by the City that would cause withholding of approval and subsequent payment. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after invoice approval.
 - (b) Final Payment. As a condition of receiving final payment under this Agreement, the Grantee shall provide the City with (i) a Financial Report covering the period since the Grantee last submitted a payment request, and (ii) the Closeout Report required under section 9(c), below. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement or that is needed to complete the closeout report. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after Closeout Report approval.
- **4. Authorized Uses.** The following terms apply to the Grantee's activities and expenditures related to this Agreement:
 - (a) The Grantee may seek reimbursement solely for costs it incurs that are necessary to carry out the activities listed in attachment 1 ("Authorized Activities") in accordance with the budget listed in attachment 2 ("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 adjust the line items in the Approved Budget only with the prior written approval by the City, which the City may grant or withhold in its sole discretion, except that the total amount of those adjustments may not exceed 10% of the direct costs in the Approved Budget. Any adjustment in excess of this limit is void unless authorized in advance in an amendment to this Agreement.
 - (c) The Grantee may seek reimbursement solely for eligible costs that it incurs between the effective date of this Agreement and April 30, 2025. If Grantee receives a refund or credit for any cost for which it received a payment of Grant funds, Grantee shall return Grant funds in an amount equal to the refund or credit to the City by check payable to the City and delivered to the City at the address shown in section 10 no later than 10 days following receipt of such refund or credit, unless otherwise agreed to, in writing, by the City.

- (d) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within 60 days unless the City approves in writing an alternative repayment plan.
- (e) The Grantee shall not use the Grant funds to supplant funding provided by the City to the Grantee under any other agreement. The Grantee shall include a term in every grant subaward agreement and contract that prohibits the subrecipient or contractor from using Grant funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.
- (f) If the Grantee has received other grant funds from the City or any other governmental entity, Grantee shall not use the Grant funds awarded pursuant to this Agreement to pay for direct or indirect costs already covered by the other government grant payments.
- **5. Books and Records.** During the term of this Agreement and for 4 years after the termination or expiration of this Agreement, the Grantee shall keep appropriate books, records, and accounts in connection with the Grant funds 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 Grant funds and the disbursements of 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 Grant funds and all documents related to such contracts; (vi) grant subaward agreements entered into using Grant funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Grantee, and subrecipients; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this Agreement; (ix) all internal and external email/electronic communications related to use of Grant funds; and (x) all investigative files and inquiry reports involving payment of 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 an independent auditor may determine whether the Grantee has complied with this Agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee's sole cost, an independent financial audit of the Grantee's use of the Grant funds.
 - (c) Upon demand by the City, given in accordance with section 10, 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 10.

- 6. Supervision or Discipline of Minors. The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this Agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.
- 7. Termination. The City may terminate this Agreement if the City Manager determines that:
 - (a) The Grantee has failed to perform, or has performed unsatisfactorily, any term of this Agreement, including failing to use the Grant funds solely for Authorized Activities;
 - (b) The 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. Pass-through Entity and Subaward Requirements. In connection with its activities and expenditures related to this Agreement, the Grantee shall do the following:
 - (a) The Grantee shall enter into a written grant subaward agreement for each subaward of Grant funds that the Grantee makes to a subgrantee;
 - (b) The Grantee shall enter into a written contract when it purchases goods or services totaling \$5,000 or more from the same source using Grant funds; and
 - (c) The Grantee shall ensure that each written grant subaward agreement for a subaward of Grant funds imposes on the subrecipient all the obligations that this Agreement imposes on the Grantee.

9. Reporting.

- (a) Financial Reports. With each payment request, the Grantee shall provide the City a written report that includes all the following: (i) an itemized list of all expenditures of Grant funds to date, (ii) the amount of any subaward and the name of each subaward recipient; (iii) the names of any contractors paid with Grant funds and the amount paid; and (iv) any other information the City may request to demonstrate that the Grant funds are being used solely for Authorized Activities and in accordance with this Agreement and all applicable laws (each such report, a "Financial Report").
- (b) Activity Reports. On a quarterly basis, the Grantee shall provide the City with a written report on the progress made on the Authorized Activities that includes: (i) a narrative explanation of the Grantee's progress toward all goals set forth in the Authorized Activities; and (ii) any other

information the City may request to demonstrate that the Grant funds are being used solely for Authorized Activities and in accordance with this Agreement and all applicable laws.

- (c) Closeout Report. The Grantee shall provide the City with a report that includes all the following: (i) an itemized list of all expenditures of Grant funds; (ii) the name of each subrecipient of Grant funds; (iii) the name of each contractor who is paid with Grant funds; (iv) the amount of each subaward of Grant funds; (v) the amount of each contract for the purchase of goods or services that is paid for in whole or in part with Grant funds; (vi) all information required to be reported under Attachment 1; and (vii) any other information that the City may request to demonstrate that the Grant funds were used solely for Authorized Activities in accordance with this Agreement (this report, the "Closeout Report"). The Grantee shall include with the Closeout Report a certification that it used the Grant funds solely for Authorized Activities in accordance with the terms of this Agreement.
- **10.** 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 10 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, 3rd Floor Sacramento, California 95814 Attention: Michael Young

If to the Grantee: Insert Contact Here

- **11. Effective Date.** This Agreement is effective on the date that all parties have signed it, as indicated by the dates in the signature blocks below.
- 12. 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 the Grantee.

- **13. Insurance.** During the term of this Agreement, the Grantee shall maintain 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 subcontractors, products and completed operations of Grantee, its subcontractors, and premises owned, leased, or used by the Grantee, its 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. The policy must not include an exclusion for sexual abuse, physical abuse, or molestation.
 - (b) The minimum limits of insurance required by section 13(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 Grantee and its subcontractors; products and completed operations of Grantee and its subcontractors; and premises owned, leased, or used by Grantee and its subcontractors.
 - (d) The policies must contain, or be endorsed to contain, the following provisions:
 - (1) 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 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 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.
 - (e) The Grantee shall provide the City with 30 days' written notice of cancellation or material change in the policy language or terms.
 - (f) 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 13 must be declared to and approved by the City in writing prior to execution of this Agreement.

- (g) The Grantee shall furnish the City with certificates evidencing the insurance required. The certificates must be forwarded to the City representative named in section 10. 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.
- (h) 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

- (i) The City may withdraw its offer of contract or terminate this Agreement if the certificates of insurance 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 the Grantee otherwise ceases to be insured as required by this section 13.
- (j) Any available insurance proceeds in excess of the specified minimum limits and coverages must be made available to the City.
- (k) 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 the Grantee in connection with this Agreement.
- **14. 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).
- **15. 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.
- **16.** 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. The 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. The Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the funds disbursed to the Grantee under the terms of this Agreement.
- 17. Conflicts of Interest. The 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 the Grantee's performance under this Agreement.

18. 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 18(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 18(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) *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.
- (g) *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.
- (h) *Time of Essence*. Time is of the essence in performing this Agreement.
- (i) Authority to Sign. The person signing this Agreement on Grantee's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Grantee to this Agreement. City shall have no obligations whatsoever under this Agreement, unless and until this Agreement is executed by the City Manager or the City Manager's authorized designee.
- (j) 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]
Ву:	Ву:
Dated:	Dated:
Attest	
Sacramento City Clerk	
By: Deputy City Clerk	
Approved as to Form	
Sacramento City Attorney	
By: Deputy City Attorney	
Deputy city Attorney	

Attachment 1

Example Authorized Activities

1. Overview.

Description of Incubator/Accelerator: The Grantee shall support and expand its business accelerator program within the city of Sacramento by offering additional mentorship, professional leadership coaching, and access to investors and investment capital to company founders and the community (the "**Program**").

As part of the Program, the Grantee will also offer additional supplemental entrepreneur training and services.

Program features will include:

- One 16-week accelerator program for company founders (the "Accelerator Program");
- At least 12 small group training sessions for select company founders
- 2. Eligibility Requirements of Program Participants. The Grantee shall provide Accelerator Program and Small Group Sessions only to individuals who are company founders or community members who are entrepreneurs or potential entrepreneurs (each of these individuals, a "Participant").
 - a. At least 90% of Participants in the Accelerator Program must reside or have a business address within the Sacramento city limits; and all must be located in the six-county region.
- 3. **Performance Term.** The Grantee shall perform the Authorized Activities of this attachment, between the effective date of this agreement and Dec. 31, 2025. The Grantee will also have the period until January 31, 2026, to prepare and submit the Closeout Report.
- 4. **Program location:** Grantee shall host all in-person authorized activities within the city limits of the City of Sacramento.
- 5. **Authorized Activities:** Descriptions of the overarching activities that will be conducted for the Project.
- 6. **Outcomes:** Desired outcomes or goals of the Project.
- 7. Key Performance Indicators: Required metrics to measure success of the Project.

Attachment 2

Budget Narrative and Table

[See APPENDIX C]

APPENDIX C – Budget and Narrative Template

Purpose:

The purpose of the Budget Narrative is to provide support and an explanation for the amounts requested in the Budget Table (itemized cost list).

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:
 - Salaries and Benefits: (program administration): List the classification/title, percentage of time, salary or hourly rates, and benefits costs (if applicable) for every staff member funded by the grant. Briefly describe each position's roles and responsibilities for grant activities and if they are employees or W9 contractors.
 - Participant Stipends: Outline any proposed participant stipends and how they will be distributed.
 - Services: If utilizing a subcontractor for professional or non-professional services, list subcontractor names (if known) and the amount of funds to be allocated to each services. Please provide billing rates and/or task-based costs for each service. Briefly describe how these services will support the grant activities.
 - Supplies: Itemize all supplies to be purchased with grant funds to support the grant activities. Briefly describe how these supplies will support the grant activities.
 - Marketing Expenses: Costs related to advertising the program services to the target audience and why they are cost effective.
 - Equipment/Fixed Assets: Itemize any equipment or fixed assets to be purchased with grant funds. List each piece of equipment or fixed asset separately and describe their use. Computers are an example of a fixed asset purchase.
 - Program Evaluation: Itemize all costs associated with evaluating progress toward the program goals.

> Other: Itemize any other direct costs that are not listed in the categories above.

Budget Table (Itemized Cost List)

Indirect Costs are not allowable expenses under this grant. Program-specific administrative costs are allowable and should be detailed in the Budget Narrative and included in the Budget Table.

Cost Categories (itemize within category)	Grant Funds	Outside Funds	Total
Salaries and Benefits	\$0	\$0	\$0
Participant Stipends	\$0	\$0	\$0
Services	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Marketing Expenses	\$0	\$0	\$0
Equipment/ Fixed Assets	\$0	\$0	\$0
Program Evaluation	\$0	\$0	\$0
Other	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

Within each cost category in blue, expenses should be itemized in sufficient detail to allow the City to determine the allocability and reasonableness of the expense (e.g., salary and benefits should be listed for each position, sub-awards should be itemized for each partner known at the time of the application).

APPENDIX D – Examples of Past Grant Projects

2016/17 Cohort:

• The Entrepreneurs Showcase received a \$100,00 Acceleration Grant to run its 8th annual Entrepreneurs Showcase Accelerator Program concluding in the Impact Global Venture Summit demo day event at the Golden 1 Center.

2018/19 cohort:

• The Center at Sierra Health Foundation received a \$99,750 grant to build a Networking and professional learning community to promote entrepreneurship and economic investment in Sacramento's communities of color.

2020 cohort:

Inteligenca, Inc. received \$97,049.30 to implement a workforce training accelerator helping close the cybersecurity talent gap for women through fast-track technical training, mentorship, AI hands-on simulator, hand-on workshops, and internship opportunities, at a 70% faster rate than the traditional education path.

2023/2024 Cohort

 FourthWave received a \$109,000 innovation ecosystem building grant to support and expand its women-led technology business accelerator programs. The programs aim to host 10 women-led, Sacramento-based businesses over two cohorts providing invaluable access, expertise, business coaching, and leadership development.