Title:  Grant: Governor’s Office of Business and Economic Development (Go-Biz) Cannabis Equity Grant for Local Jurisdictions

Location: Citywide

Recommendation: Adopt a Resolution authorizing the City Manager, or the City Manager’s designee to: 1) execute any and all necessary documentation, including a standard agreement to accept the Office of the Governor’s Business and Economic Development’s (Go-Biz) Equity Grant for Local Jurisdictions in the amount of $3,831,956; 2) establish the Go-Biz Cannabis Equity Grant operating grant project (G02420200) for the Go-Biz Local Equity Grant fund; and 3) establish the revenue and expense budgets in the amount of $3,813,956 (Operating Grants, Fund 2702) in G02420200.

Contact: Davina Smith, Cannabis Manager, (916) 808-4772; Zarah Cruz, Program Specialist, (916) 808-8925; Christine Autio, Administrative Officer, (916) 808-4773, Office of Cannabis Management, Office of the City Manager.

Presenter: None

Attachments:
1-Description/Analysis
2-Resolution
3-Exhibit A – Go BIZ Equity Grant Agreement
**Description/Analysis**

**Issue Detail:** Go-Biz appropriated $30 million in grant funds to qualifying jurisdictions that have implemented a local social equity program pursuant to AB 97. The Go-Biz social equity grant focuses on the inclusion and support of individuals in California’s legal cannabis marketplace who are from communities that have been negatively or disproportionately impacted by cannabis criminalization. The grant funds are intended to reduce barriers for entrance into the legal cannabis industry for social equity community members.

The City qualified for this grant due to the City Council’s establishment of the Cannabis Opportunity Reinvestment and Equity (CORE) program on August 9, 2018. The CORE program is intended to reduce the barriers of entry into cannabis businesses for individuals and their immediate family members who have been arrested for cannabis-related crimes between 1990 and 2011 and/or have lived in low-income households in 11 zip codes within the City during that time.

On March 9, 2020, the Office of Cannabis Management (OCM) submitted an application for these grant funds. OCM was notified by Go-Biz on April 21, 2020 that the City would be awarded $3,831,955.93, the fourth highest award in the State. Per Go-Biz’s guidelines, these funds must all be utilized within one year from disbursement.

Accordingly, approximately 90 percent of the Go-Biz grant funds will be used to launch a City-sponsored no-interest revolving loan program for cannabis business start-up costs solely for CORE applicants. Feedback suggests that one of the largest barriers to starting a cannabis business is finding a location that already has a Conditional Use Permit (CUP). In most cases, the cost of obtaining the CUP are borne by the cannabis business operator and can range from $16,000 to $33,000. This does not include the expenses associated with tenant improvements to the property, equipment costs, obtaining State licenses, and other regulatory and small business costs. Approximately 10 percent of the grant funds are also intended to be used to secure the services of a third-party provider to set up, service, and underwrite the loan program, as the City does not have personnel with the necessary expertise to perform this function.

Attached is the resolution, with the State-mandated language, authorizing the City Manager, or the City Manager’s designee, to execute all necessary documents to accept the Go-Biz grant funds (Attachment 2).

Earlier this year, the City also received equity grant funds from the Bureau of Cannabis Control (BCC) in the amount of $1,197,119.34. Those funds are currently being expended to reimburse up to $25,000 in start-up costs incurred by CORE applicants and permit holders. To date, 12 requests for reimbursements have been submitted to the City. The grant funds were intended to cover up to 40 requests for reimbursements of $25,000 each, however, due to financial
Challenge faced by businesses in the wake of COVID-19, OCM will be using the remaining funds as grants to CORE small cannabis businesses.

**Policy Considerations:** The recommendations contained in this report are consistent with Council Resolution 2019-0248 Section 11, which requires Council approval to accept grant funding, establish a grant project, and appropriate funding when the grant award is $100,000 or more, and when such action is required by a grantor. In addition, in order to accept the grant, Go-Biz requires that the local agency enter into a standard agreement with Go-Biz and obtain a resolution authorizing the local jurisdiction to enter into the standard agreement and designating by title the individual authorized to sign the agreement on behalf of the local jurisdiction.

**Economic Impacts:** None.

**Environmental Considerations:** This action is exempt from the California Environmental Quality Act (CEQA) because it is the adoption of an ordinance, rule, or regulation that requires discretionary review, including environmental review, and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity (CEQA Guidelines sections 15061(B)(1), California Business and Professions Code section 26055(h)) and because it does not have the potential for causing a significant effect on the environment (CEQA Guidelines section 15061(b)(3)).

**Sustainability:** Not applicable.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** In addition to the grant funds received from BCC’s local equity grant early this year, the Go-Biz grant funds will allow the City to establish a no-interest loan program which CORE applicants can borrow from to cover the start-up costs associated with securing a location and all other start-up expenses incurred in establishing a cannabis business. The grant funds will also cover the cost of administering the loan program.

**Financial Considerations:** According to Go-Biz grant guidelines, up to 10 percent of the grant funds may be allocated to cover the cost of setting up and managing the loan program. For that reason, the cost to the City to implement the loan program will be negligible.

Staff recommends establishing the Go-Biz Cannabis Equity operating grant project (G02420200) with a revenue and expenditure budget in the amount of $3,831,956 in the Operating Grants Fund (Fund 2702).

**Local Business Enterprise (LBE):** Not applicable.
RESOLUTION NO.

Adopted by the Sacramento City Council

GRANT: THE GOVERNOR’S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT CANNABIS EQUITY GRANT PROGRAM FOR LOCAL JURISDICTIONS

BACKGROUND

A. On August 9, 2019, the City Council established the Cannabis Opportunity Reinvestment and Equity (“CORE”) program to provide special assistance for entering in the commercial cannabis industry to individuals who were impacted by the disparate enforcement of cannabis related crimes.

B. The members of the California Legislature have recognized the need for cannabis equity grant funding and passed AB 97 to provide equity grant funds to local governments (Stats. 2019, Ch. 40)

C. Funding has been provided to the Governor’s Office of Business and Economic Development (Go-Biz) to provide $30 million in grant funds to local governments that implement a local equity program.

D. On March 9, 2020, the Office of Cannabis Management submitted an application to Go-Biz for the grant funds. On April 21, 2020, Go-Biz awarded grant funds to the City in the amount of 3,831,955.93.

E. The City of Sacramento has determined that it will use the Go-Biz grant funds to assist social equity applicants and permit holders through the CORE Program as described in the application for grant funds.

F. In order to accept the grant, Go-Biz requires that the local agency enter into a standard agreement with Go-Biz and obtain a resolution with certain language wherein the local agency’s governing body authorizing the local jurisdiction to enter into the standard agreement and designating by title the individual who is authorized to sign the agreement on behalf of the local jurisdiction.
BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager, or the City Manager’s designee, is authorized to execute by electronic signature on behalf of the City of Sacramento any and all necessary documentation to accept and utilize the Go-Biz grants in the amount of $3,831,956, and including any extensions or amendments thereof and any subsequent grant agreement with the Governor’s Office of Business and Economic Development in relation thereto.

Section 2. It is agreed that any liability arising out of the performance of this grant agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the City. The Governor’s Office of Business and Economic Development and the State of California disclaim responsibility for any such liability.

Section 3. The Go-Biz Cannabis Equity Grant operating project (G02420200) is hereby established.

Section 4. The City Manager, or the City Manager’s designee, is authorized to establish the revenue and expense budgets in G02420200 in the amount of $3,831,956 in the Operating Grants Fund (Fund 2702).

Section 5. Exhibit A is a part of this Resolution.
CANNABIS EQUITY GRANTS PROGRAM FOR LOCAL JURISDICTIONS

GRANT AGREEMENT

This Cannabis Equity Grants Program for Local Jurisdictions Grant Agreement ("Agreement") is by and between the City of Sacramento ("Grantee") and the California Governor's Office of Business and Economic Development ("GO-Biz"), hereinafter jointly referred to as the "Parties" or individually as the "Party." Unless otherwise specified in this Agreement, all definitions, rules, guidelines, and requirements specified in the Cannabis Equity Grants Program for Local Jurisdictions Grant Solicitation ("Grant Solicitation") issued on February 5, 2020, shall apply to this Agreement. The identification number for this Agreement is CEG-2020-10.

In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. Authority. This Agreement is authorized and entered into pursuant to the California Cannabis Equity Act as amended by AB 97 (Stats. 2019, Ch. 40) and an interagency agreement between the Bureau of Cannabis Control and GO-Biz, in which GO-Biz is authorized to provide grants to Eligible Local Jurisdictions to do either of the following:
   a. Assist the Local Jurisdiction in the development of its Local Equity Program.
   b. Assist Local Equity Applicants and/or Local Equity Licensees in the Local Jurisdiction to gain entry to, and to successfully operate in, the state’s regulated cannabis marketplace.

The Bureau of Cannabis Control shall retain the powers and authority granted to it under California Business and Professions Code Section 26244, and nothing in this Agreement shall be construed to limit or impair its authority under that section.

2. Grant Term. The performance period of this Agreement shall be from May 15, 2020, or when this agreement is fully executed by all Parties, whichever is later, through August 31, 2021. Except as provided for in section 7 of this Agreement, grant funds shall be expended only during the Grant Term.

3. Grant Award. Based on its grant application and the points allocated to Grantee pursuant to the scoring criteria in the Grant Solicitation, and conditioned upon the requirements set forth in this Agreement, GO-Biz shall provide Grantee a grant award of three million eight hundred thirty-one thousand nine hundred fifty-five dollars and ninety-three cents ($3,831,955.93) for the term of this Agreement. In no event shall GO-Biz be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against GO-Biz, the Bureau of Cannabis Control, and the State of California for any costs that exceed the grant award.

4. Grant Scope/Description. Grantee agrees to use the grant award, in accordance with Exhibit A ("Budget"), for the purposes of assisting its Local Equity Applicants and/or Local Equity Licensees to gain entry to, and to successfully operate in, the state’s regulated cannabis marketplace.

5. Grant Award Disbursement. The grant award will be issued directly to Grantee in one disbursement, after execution of this Agreement by all parties, and Grantee providing to GO-Biz a copy of the resolution its governing body passed to provide Grantee the authorization to execute this Agreement.
6. **Unused Grant Funds.** Except as provided for in section 7, any amount of the grant award provided for under this Agreement that is not expended within the Grant Term, or at the termination of this Agreement, whichever is sooner, shall be returned to GO-Biz. Grantee shall notify GO-Biz of such unused grant funds and GO-Biz shall provide Grantee with instructions as to how to return the funds.

7. **Continued Use of Grant Funds.** Any portion of the grant award originally expended by Grantee during the Grant Term that is returned or repaid to Grantee (e.g., loan repayments from Local Equity Licensees to Grantee, in which the loaned amounts were grant funds from this Agreement) may be used subsequent to the end of Grant Term, however, any such funds shall retain their character and may only be used for the same purposes as identified in the Budget and subject to the same conditions as set forth in this Agreement, which will survive the Grant Term.

8. **Eligible Uses.** Grant funds may only be used for the following purposes in accordance with the Budget:
   a. To provide low-interest or no-interest loans or grants to Grantee’s Local Equity Applicants and/or Local Equity Licensees to assist the applicants and/or licensees with startup and ongoing costs.
   b. To provide or fund direct technical assistance to Grantee’s Local Equity applicants and/or Local Equity Licensees. No more than 10 percent of the total grant award may be used for direct technical assistance.
   c. To assist in the administration of the Grantee’s Local Equity Program. No more than 10 percent of the total grant award may be used for administration, which includes the following:
      - Employing staff or hiring consultants to administer Grantee’s Local Equity Program, including administering loans and grants.
      - Grantee’s costs associated with its efforts to provide sources of capital to its Local Equity Applicants and/or Local Equity Licensees.

9. **Subcontractors.** No amount of the grant award may be used to subcontract any of the commitments contemplated in this Agreement to another entity or person, unless such amount is specifically identified as a subcontracted expense in the Budget.

10. **Funding Contingency Clause.** Grantee agrees that GO-Biz’s obligation to pay any sum under this Agreement is contingent upon availability of funds disbursed to GO-Biz for such purposes. If there is insufficient funding, GO-Biz shall have the option to either: 1) terminate this Agreement, whereby no party shall have any further obligations or liabilities under this Agreement, or 2) negotiate an Agreement amendment with Grantee to reduce the grant award to be provided under this Agreement.

11. **Documentation and Reporting Requirements.**
    (a) Grantee must be able to demonstrate to the satisfaction of GO-BIZ that the grant award was expended for eligible uses in accordance with the Budget.
    (b) Grantee shall submit periodic reports to GO-Biz to document its progress assisting its Local Equity Applicants and/or Local Equity Licensees to gain entry to, and to successfully operate in, the state’s regulated cannabis marketplace in accordance with the Budget. Grantee shall use the periodic performance report template available at www.business.ca.gov/CEG. Each periodic report shall be due in accordance with the chart below.

<table>
<thead>
<tr>
<th>Period</th>
<th>Report Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>May – August 2020</td>
<td>September 30, 2020</td>
</tr>
<tr>
<td>September – November 2020</td>
<td>December 31, 2020</td>
</tr>
<tr>
<td>December – February 2021</td>
<td>March 31, 2021</td>
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<tr>
<td>March – May 2021</td>
<td>June 30, 2021</td>
</tr>
<tr>
<td>June – August 2021</td>
<td>September 30, 2021</td>
</tr>
</tbody>
</table>
In addition to the periodic reports referenced above, pursuant to California Business and Professions Code section 26244(c), Grantee shall submit an annual report to GO-Biz on or before January 1, 2021, and annually thereafter for each year grant funds are expended. No report shall be submitted prior to December 15, 2020. Grantee shall provide a report to GO-Biz notwithstanding whether or not the Grant Term has expired, or Grantee has expended the grant funds before the end of the Grant Term. At a minimum, the annual report to GO-Biz shall include all of the following information:

- How Grantee disbursed the grant funds.
- How Grantee identified Local Equity Applicants and/or Local Equity Licensees, including how the Grantee determines who qualifies as a Local Equity Applicant or Local Equity Licensee.
- The number of Local Equity applicants and Local Equity Licensees that were served by the grant funds.
- Aggregate demographic data on Local Equity Applicants, Local Equity Licensees, and all other applicants and licensees in the jurisdiction, including, but not limited to, race, ethnicity, gender, sexual orientation, income level, education level, prior convictions, and veteran status. This information will be consolidated and reported without the individual’s identifying information.
- If the Grantee requires Local Equity Applicants to become eligible through specific ownership percentages, a breakdown of Local Equity Applicants’ and Local Equity Licensees’ business ownership types and percentages of ownership.
- At least one success story that describes a Local Equity Applicant and/or Local Equity Licensee that was assisted as a result of the grant funds.

Grantee must maintain records detailing the expenditure of all grant funds for a period of seven (7) years after the end of the Grant Term, and shall provide this information to GO-Biz or the Bureau of Cannabis Control upon request.

Audit. The books, accounts, files, and other records of Grantee which are applicable to this Agreement shall be made available for inspection, review, and audit upon request by GO-Biz and its representatives to verify proper use of the grant award.

Termination of Agreement. This Agreement may be terminated by GO-Biz upon action, or inaction by Grantee that constitutes a material breach of this Agreement. A material breach includes, but is not limited to, refusal or inability to complete the commitments contemplated in this Agreement, improper expenditure of grant funds, failure to properly maintain records or allow GO-Biz access to records as required under this Agreement, and failure to timely complete and submit the reports required under this Agreement. GO-Biz will notify Grantee in writing if it intends to terminate the Agreement pursuant to this section and provide Grantee an opportunity to cure the breach within thirty (30) calendar days.

Assignment. This Agreement is not assignable by Grantee, either in whole or in part, without the consent of GO-Biz in the form of a written amendment.

Amendment. This Agreement may be amended or modified only in writing signed by all parties.

Grantee – Representations and Warranties. Grantee represents and warrants that:

(a) It is an Eligible Local Jurisdiction as set forth in Grant Solicitation.
(b) It is not a party to any agreement, written or oral, creating obligations that would prevent it from entering into this Agreement or satisfying the terms herein.
(c) All of the information in its grant application and all materials submitted to GO-Biz are true and accurate.
(d) Its governing body has authorized it to enter into this Agreement and has designated by title the individual authorized to sign the Agreement on behalf of it, through a resolution in the form of the Sample Resolution posted on GO-Biz’s website at www.business.ca.gov/CEG.

17. Nondiscrimination. Grantee shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including, but not limited to, race, color, national origin, gender, handicap or disability, sexual preference, drug addiction, and alcoholism.

18. Union Activities. Grantee acknowledges that Government Code Section 16645.2 applies to this Agreement. Pursuant to Government Code Section 16645.2, Grantee certifies that none of the grant award will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, it shall maintain records sufficient to show that no portion of the grant award was used for those expenditures. Grantee shall provide those records to the Attorney General upon request.

19. Media Release. Grantee may elect to issue a press release related to this Agreement, but any release shall be approved by GO-Biz in writing prior to such release. Such approval shall not be unreasonably withheld.

20. Indemnification/Warranty and Disclaimer/Limitation of Liability. Grantee shall defend, indemnify, and hold GO-Biz and its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys’ fees) arising from this Agreement due to Grantee’s breach of this Agreement, or the result of Grantee’s negligence or willful misconduct. UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, THE BUREAU OF CANNABIS CONTROL, GO-BIZ, ITS AGENTS OR EMPLOYEES, BE LIABLE TO GRANTEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT.

21. Force Majeure. If by reason of force majeure Grantee’s performance hereunder is delayed or prevented, then the performance by Grantee may be extended for the amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond Grantee’s control which would excuse Grantee’s performance as a matter of law.

22. Notice of Force Majeure. Grantee agrees to provide GO-Biz written notice of an event of force majeure under this Agreement within ten (10) days of the commencement of such event and within ten (10) days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

23. Integration. This Agreement (including the exhibits hereto and any written amendments hereof executed by the Parties) constitutes the entire Agreement between the Parties related to this grant award and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the grant award described herein.

24. Notice. Within thirty calendar (30) days of the effective date of this Agreement, Grantee shall notify GO-Biz, in writing, of the name, address, phone number, and email of its contact person for future communication relating to this Agreement. In addition, Grantee agrees to immediately inform GO-Biz of any changes to the name, address, phone number, and email of its contact person. Unless otherwise specified in this Agreement, any notice required or permitted to be given under this Agreement to GO-Biz shall be emailed to CEG@gobiz.ca.gov.

25. Ambiguities. Each Party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each Party and its counsel, if appropriate, have participated fully in the negotiation, drafting, review, and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.
26. **Necessary Acts, Further Assurances.** The Parties shall at their own cost and expense execute and deliver any further documents and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

27. **Sections and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

28. **Attorneys’ Fees.** In the event of any litigation between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys’ fees.

29. **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

30. **Severability.** If any portion of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such portion shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

31. **Governing Law and Consent to Jurisdiction.** This Agreement will be governed, construed, and enforced according to the laws of the State of California without regard to its conflict of laws rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state court located within Sacramento County, State of California in connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

*Remainder of the page is intentionally left blank. Signature page immediately follows.*
Governor’s Office of Business and Economic Development

By:
Name: Will Koch
Title: Deputy Director
Date:

Grantee
City of Sacramento

By:
Name: Leyne Milstein
Title: Assistant City Manager
Date:
### Exhibit A

Budget

Cannabis Equity Grants Program for Local Jurisdictions
Assistance for Cannabis Equity Program Applicants & Licensees
Application Budget Detail - Funding Request Type 2

**JURISDICTION NAME:** City of Sacramento

Total Amount Requested (may not exceed $10,000,000): $3,831,955.93

#### A. Grants and Loans

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<th>Grants</th>
<th>No-interest Loans</th>
<th>Low-interest Loans</th>
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<td>Lease</td>
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<td>Regulatory compliance</td>
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<td>Testing of cannabis</td>
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<tr>
<td>Furniture</td>
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<td>Capital improvements</td>
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<td>Training and retention of a qualified and diverse workforce</td>
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<td>$50,000.00</td>
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<td>Real Property Purchase</td>
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<td>$653,196.34</td>
<td>$653,196.34</td>
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Total: $3,448,760.34

#### B. To Provide or Fund Direct Technical Assistance (TA) to Local Equity Applicants and Equity Licensees

**Direct Technical Assistance Costs**

(May not exceed 10% of total amount requested)

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<th>Role in Project</th>
<th>Annual Salary and Benefits</th>
<th>Percentage of Time</th>
<th>Total</th>
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<td>Subtotal</td>
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B2. Other Direct Technical Assistance Costs

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Subtotal: $0.00

#### C. Personnel

**Administrative Costs**

(May not exceed 10% of total amount requested)

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<th>Role in Project</th>
<th>Annual Salary and Benefits</th>
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Subtotal: $0.00

D. Other Administrative Costs

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<th>Amount</th>
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<tr>
<td>D1 Loan and grant underwriting and mangement: Loan program development, advertising &amp; marketing, community outreach, borrower education, loan qualification &amp; repayment services, application review, underwriting, servicing, post-loan technical assistance, tracking of loan outcomes, and reporting to City staff and City Council. (Subcontracted)</td>
<td>$383,195.59</td>
<td></td>
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</table>

Subtotal: $383,195.59

Direct Technical Assistance Costs as Percentage of Total Amount Requested: 0.00%

Administrative Costs Total: $383,195.59

Administrative Costs as Percentage of Total Amount Requested: 10.00%

**GRAND TOTAL**: $3,831,955.93