

## STAFF REPORT

**DATE:** March 5, 2013  
**TO:** City Council  
**FROM:** Steve Pinkerton, City Manager  
**SUBJECT:** Partnership with techDAVIS for Technology Based Economic Development

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### **Recommendation**

1. Adopt the attached Resolution authorizing the City Manager to enter into a three year contract with techDAVIS to provide 50% funding for a Chief Innovation Officer Position. (Attachments 1 and 4)
2. Approve the attached job description for the position of Chief Innovation Officer. (Attachment 2)
3. Approve attached budget adjustment for the City's portion of funding for the remainder of Fiscal Year 12/13. (Attachment 3)

### **Fiscal Impact**

The total compensation for the position of Chief Innovation Officer is approximately \$240,000 annually. The total cost to the City's General Fund on an annual basis is approximately \$120,000; the City is able to leverage on a 1:1 basis private dollars to help fund the balance of the position.

For the remainder of the 12-13 fiscal year, the total cost of the position will equal \$80,000, with \$40,000 of that coming from City funds and an equal amount from private funds. The attached budget adjustment reflects both the incoming funds for the remainder of this fiscal year, as well as the city funds necessary for the remainder of FY 12-13. Funding for future fiscal years will be incorporated into the budget process.

### **Council Goal(s)**

Economic Development (see also Attachment 5)

### **Analysis**

The City is seeking to create a new Chief Innovation Officer executive management position to provide economic development advocacy, strong leadership and additional staff resources needed to implement the City's economic development priorities. Working within existing budget constraints, creation of this position is envisioned as a public/private partnership. The City and techDAVIS, a local, non-profit business association comprised of current and former senior technology executives as well as ex officio members from the government, university, and business services sectors propose to share the \$240,000 salary and benefit costs of the position equally for an initial three-year contract. Under the agreement, techDAVIS will fund 50% of a full time employee, with the other 50% of funding coming from the City of Davis. This

employee's work would be directed solely by the City Manager, based on the goals set forth by the City Council.

The Chief Innovation Officer will be responsible for attracting and retaining technology businesses in the City and developing a positive business climate supporting local business interests and growth of innovation/technology companies. The objectives include creation of highly skilled, high wage jobs, increased private sector investment, and new revenue generation.

While focusing on moving the City forward, the position would be a crucial link between the City and prospective businesses looking to move into Davis. This position would focus on the technology and innovation businesses that Council has directed staff to pursue and develop Davis' position as "thought leader" through outreach, articles and presentations. This position would also be a key resource in developing a customer service driven, economic development focused mindset and expanding innovation capabilities across City departments.

Developing the competencies and capacities to innovate is essential to truly have innovation within a City. This not only applies to external resources, but within the organization as well. Innovation should be a part of every City employee's everyday job. The new Chief Innovation Officer would be charged with creating a culture, climate and environment that is needed for innovation; and removing barriers both real and perceived that hinder business growth and improve customer service. Attachment 2 provides a more detailed description of the responsibilities and experience required for the position.

#### **Priority on Implementation and Measurable Results**

The Economic Development goals of the Davis General Plan have long focused on leveraging the City's intellectual capital and UC Davis's research strengths. The severity and duration of the recent economic downturn have made proactive economic development activities even more essential for sustainable local and regional economies. Recognizing this, the City and local business and civic leaders have taken measures to better position Davis to pursue economic development opportunities. These include:

- *Designing a Sustainable and Innovative Davis Economy – ad hoc public/private group focused on improving Davis economy*
  - *DSIDE Economic Development Forum & Action Priorities September 2010*
- *Participation in State Certified Innovation Hubs*
  - *Sacramento Area Regional Technology Alliance, (SARTA) Innovation Hub*
  - *i-GATE iHUB, Innovation for Green Alternative Transportation Excellence*
- *Support of Davis Roots business incubator*
- *Business Park Land Strategy*
- *Working Draft – (DAVIS) Comprehensive Economic Development Strategy*
- *Innovation Park Task Force & Davis Innovation Center Study*
- *Participation in Next Economy Capital Region Prosperity Plan*
- *Creation of new Davis Chamber of Commerce Economic Development Committee*
- *Substantial participation in Metro Chamber 2013 CAP to CAP regional lobbying effort*

The priority now is on implementing identified actions and achieving positive measurable results. The new Chief Innovation Officer position is considered critical for implementation efforts to be successful.

**Focus on Supporting Innovation and Technology Businesses**

The Chief Innovation Officer position was conceived to acquire the talent, experience and agility needed for the City to be responsive to the needs of new and existing technology companies, new University start-ups, and operate effectively in the current “innovation economy.”

During the last several decades, the U.S. economy has been undergoing a dramatic transformation as the nation and globe move to economies driven by innovation through the creation of new industries and the application of new technologies in traditional industries. Competing in a global economy, regions must have an economic base composed of firms that constantly innovate and maximize the use of technology in the workplace. Technology-based economic development is the approach used to help create a climate where that new economic base can thrive.

Based on the experience of tech-based economies like Silicon Valley, Research Triangle, and Route 128, it is generally acknowledged now that the following elements are required for a tech- or innovation based economy:

- An intellectual infrastructure, i.e. universities and public or private research laboratories that generate new knowledge and discoveries
- Mechanisms for transferring knowledge from one individual to another or from one company to another
- Physical infrastructure that includes high quality telecommunications systems and affordable high speed Internet connections
- Highly skilled technical workforce
- Sources of risk capital
- Quality of life, and
- Entrepreneurial culture

Based on the above criteria, the City of Davis is poised to be a leader in technology-based economic development. The City Council has recognized this and has expressed a desire to take a more innovative approach to economic development within the City of Davis through building partnerships, creating consortia, and identifying opportunities to leverage inherent assets/resources.

A few ideas of the activities that might be metrics of success:

- Work with local technology leaders and businesses to identify trends, assess gaps, create a needs assessment, and action steps regarding the innovation ecosystem.
- Take stronger leadership role in SARTA, SACTO, and Metro Chamber.
- Become integral to the relationship between UC Davis and the two national labs in Livermore.

- Continue to make Davis a primary partner in i-GATE, leveraging SF Bay Area relationships.
- Work to increase interaction between agricultural research groups and other institutions around the state and nationally.
- Work to engage Silicon Valley groups like Silicon Valley Leadership Group.
- Establish strong relationships with UC Davis; identify ways to work with other local universities and research institutions to create coalitions and partnerships.
- Work with city staff to identify appropriate land use regulations to encourage technology and innovation businesses to grow in Davis.

Successful achievement of these objectives is best served by a position specifically charged with these tasks, and techDAVIS has agreed to partner with the City of Davis for a three-year period to fund an employee dedicated to Technology Based Economic Development.

**Attachments**

1. Resolution in Support of new Chief Innovation Officer
2. Chief Innovation Officer - Job Description
3. Budget Adjustment
4. City and techDAVIS Partnership Contract
5. Council 2012-2014 Economic Development Goals

**RESOLUTION 13-XXX, SERIES 2013**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
A THREE YEAR CONTRACT WITH TECHDAVIS TO FUND FIFTY PERCENT OF  
A CHIEF INNOVATION OFFICER POSITION**

WHEREAS, it is the policy of the City of Davis to encourage technical based economic development; and

WHEREAS, the City has met with techDAVIS Business Association and wishes to partner with the non-profit in funding a City Chief Innovation Officer; and

WHEREAS, the Chief Innovation Officer (CIO) is responsible for developing and pursuing new revenue-generating business relationships with targeted firms, identifying and securing additional business opportunities among existing clients, and fostering relationships with both; and

WHEREAS, this position will be a City of Davis employee and report to the City Manager.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Davis does hereby authorize the City Manager to take all actions necessary by the City of Davis to enter into an agreement with techDAVIS Business Association for funding; and

BE IT FURTHER RESOLVED that the City Manager, in consultation with the City Attorney, may approve minor modifications to the contract, so long as the fiscal impact to the City does not change.

PASSED AND ADOPTED by the City Council of the City of Davis on this 5th day of March, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Joseph F. Krovoza  
Mayor

ATTEST:

Zoe Mirabile, CMC  
City Clerk



**Job Code:**  
**FLSA:** Exempt  
**Bargaining Unit** Executive  
Management  
**Medical** Sedentary Class  
**Revision Date(s)**

## CHIEF INNOVATION OFFICER

### **DEFINITION**

Chief Innovation Officer (CIO) is responsible for developing and pursuing new revenue-generating business relationships with targeted firms, identifying and securing additional business opportunities among existing clients, and fostering relationships with both. The CIO reports directly to the City Manager. The incumbent will develop, implement, and coordinate the potential for sustainable innovation and building a diverse knowledge-based economy by defining community/region-wide opportunities and ideas; evaluate, develop and present comprehensive programs to secure business growth and modernization in Davis; and provide economic development support from concept through completion. The objective of this position is to attract and retain private-sector business interests in the City, utilizing fluency in technology development and deployment to create an internal culture, climate and environment that is needed for innovation and removing barriers both real and perceived that hinder innovative growth.

### **DISTINGUISHING CHARACTERISTICS**

This is an individual-contributor executive management classification reporting to the City Manager. Responsibilities include coordinating the activities of the department with those of other City departments and local agencies to provide required services in an efficient, effective and economical manner. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

Assignments allow for a high degree of administrative discretion in their execution.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives administrative direction from the City Manager.

Exercises direct supervision over assigned personnel.

**EXAMPLES OF ESSENTIAL FUNCTIONS** - *Essential functions may include, but are not limited to, the following:*

City of Davis  
Chief Innovation Officer (continued)

Plan, organize and implement a City program supporting City Council goals related to technology-based business development opportunities; develop policies that support a knowledge-based economy. Establish and maintain outreach, communication and cooperative relationships with business leaders, potential developers, organizations, private, public and non-profit agencies, educational institutions, business and community groups, and the general public to promote and coordinate with the City's information technology development program; meet with a variety of individuals and groups to provide information, enlist support; resolve issues, plan and coordinate programs and activities.

Market, recruit and help retain businesses to sustain economic diversity and growth; formulate, plan and execute development projects and business attraction and retention strategies.

Develop and pursue new revenue-generating business relationships with key decision-makers at targeted firms, as well as continually identifies and secures additional business opportunities within Davis' borders through prospecting and networking.

Define business and marketing strategies according to the regional climate and market, and in line with City of Davis business guidelines; establish and grow key relationships with new and existing customers.

Plan and execute meetings of business and industry representatives to encourage the retention, expansion, and location of business activity in Davis.

Make presentations about the Davis economy and economic opportunities to diverse public and private audiences.

Conduct special studies and prepares comprehensive reports and analysis on a wide range of related economic development issues; makes presentations and advises the City Council, outside agencies and various community groups on related matters.

Work with the City Manager and other City departments to formulate policy recommendations to ensure that Council and City goals and objectives are met; evaluate and communicate City position on related development projects to City Manager and other City officials; coordinate with other departments on projects to provide policy and technical support.

Assist in negotiating and preparing business development contracts and recommends related Council actions; enforces contracts and monitors compliance with numerous existing developer agreements.

Assist in resolving land development and entitlement processing issues for businesses and selected land developers to accelerate the building of technology research and manufacturing.

As assigned, serves as staff support to City Council, citizen and business advisory boards; acts as community liaison with City Council.

City of Davis  
Chief Innovation Officer (continued)

Function as a liaison with techDAVIS, the Chamber of Commerce and other professional technology and economic development organizations.

Assume management responsibilities for all services and activities of economic development including attracting increased capital investments and expanding and diversifying employment opportunities; establishes and maintains a private/public partnership for positive long-term economic change.

Analyze existing economic situations relative to business attraction and expansion; review modern techniques for business attraction and retention and negotiates and resolves sensitive and controversial issue; monitors program performance and periodically report status to City Manager.

Analyze current availability of space for retail, office and industrial use.

Coordinate economic development efforts with those of other communities and Yolo County.

Meet, confer and provide detailed information to new businesses contemplating a relocation or expansion into Davis.

Collect, analyze and compile economic, market and demographic data for dissemination.

Assist with the negotiation, preparation and processing of documents and implementation of such documents as depositions and development agreements, owner participation agreements, contracts, resolutions, and requests for proposals/qualifications.

Manage the development and implementation of economic change through retention, expansion, attraction of commerce and light industry and the creation of incentive zones and lending programs.

Serve as a resource for the public, including the development community, property owners, businesses, community organizations, and the general public; negotiates and resolves significant and controversial issues; responds to and resolves difficult and sensitive citizen inquiries and complaints.

Initiate media and marketing strategies; oversees and manages an advertising program to highlight City's research and technology sectors; seeks out and assists commercial and industrial prospects for business within the City.

Evaluate and access the City's internal innovation capabilities, work through culture, climate and environment needed for innovation, remove the barriers to innovation to increase the City's potential.

Reinvent management for a new age, management model innovation, and management of innovation activity in general. Build innovation into the City's organization.



City of Davis  
Chief Innovation Officer (continued)

Work with City management staff on how innovation processes can be facilitated, developed and embedded through coaching, championing and facilitating.

**EXAMPLES OF NON-ESSENTIALS FUNCTIONS**

Perform other duties as assigned.

**MINIMUM QUALIFICATIONS**

Knowledge of:

Principles and practices of public relations and public information, including conduct of media relations relative to public agencies.

Operational characteristics, services and activities of an economic development programs.

Principles and practices of local planning and development; planning, zoning, design and subdivision law, theory and applications; local government structure and operation, including budgetary procedures.

Principles and practices of business development, business management and private sector decision-making.

Thorough knowledge of principles, practices, methods and theories of the telecommunications industry and/or related information technology.

Pertinent State, Federal, and local laws and regulations.

The technical and business aspects of the economic marketplace to make project-related decisions.

A broad, in-depth understanding of up-and-coming technologies being leveraged in the market.

The concepts and terms applicable to state-of-the-art information systems, telecommunications systems and technologies.

Principles, practices and procedures of grant writing.

Supervise, train and evaluate assigned personnel

Ability to:

Utilize a unique blend of business and technical confidence; a big-picture visionary and driver who makes that vision a reality; must enjoy spending time in the market to

understand ever-changing trends and find innovative solutions for implementing broader opportunities in the Davis business community.

Stay abreast of technological trends and potential influences on the Davis private sector market.

Recognize the next big things in the technology sector.

Work independently but within controlled business policies.

Foster strong teamwork and bring together diverse perspectives.

Create a positive public image related to City's "information technology" programs;

Make presentations to large and small audiences of varying levels of sophistication.

Identify and assist potential businesses, build relationships, quickly spot and communicate potential risks and obstacles.

Effectively develop, negotiate, and monitor contracts and agreements.

Communicate clearly and effectively both orally and in writing by using correct English grammar, spelling, and punctuation.

Work effectively and independently with solid time management and organization skills.

Coordinate multiple projects and complex tasks simultaneously.

Develop creative and practical solutions to complex and difficult problems; and Gain cooperation through discussion and persuasion.

Successfully develop, control and administer budget and expenditures.

Analyze problems, identify alternative solutions, project consequences of propose actions and implement recommendations in support of goals.

Interpret and apply City policies, procedures, rules and regulations.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Five years of progressively-responsible management-level experience with marketing communication/information technology business operations to enhance economic development which includes at least three years of related marketing or business development experience.

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in business or public administration, political science, journalism, marketing, public relations or a related field. A Master's Degree is preferred.

License or Certificate

Must possess and maintain a valid California C driver's license and a satisfactory driving record.

**PHYSICAL/SENSORY REQUIREMENTS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is regularly required to sit, stand or walk; talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally may be exposed to wet and/or humid conditions, or airborne particles. The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

F-928-20  
07/90  
TO: City Manager  
VIA: Finance Director

CITY OF DAVIS  
Request for Budget Adjustment  
Fiscal Year 2012/13

Agenda Item: **5B**  
City Council Meeting Date: **3/5/13**

FROM: Administrative Services

Dept Head

*[Signature]* 3/1/13  
Signature and Date

I request the following budget adjustments:

**A. Internal Transfers of Currently Appropriated Funds:**

TRANSFERS FROM PROGRAM NAME	FUND NO.	DIV/PROG.	ACTIVITY	ELEMENT/OBJECT	AMOUNT (CR)	FUND
					\$ -	
				TOTAL	\$ -	

**B. New Appropriation's Source of funding/Revised Revenue Change:**

Unallocated Reserve	<u>General Fund</u>			001	\$ 40,000	
Unallocated Reserve						
	<u>FUND NO.</u>	<u>DIV/PROG.</u>	<u>ACTIVITY</u>	<u>ELEM/OBJ</u>		
New/Revised Revenue Account	001	1140	382	1200	\$ 40,000	
New/Revised Revenue Account					\$ -	
	<u>Revenue Account Number</u>					
				TOTAL	\$ 80,000	

**C. Allocation of Internal Transfers and/or New Appropriations:**

TRANSFERS TO PROGRAM NAME	FUND NO.	DIV/PROG.	ACTIVITY	ELEMENT/OBJECT	AMOUNT (DR)	FUND
Economic Development	001	1140	410	0101	\$ 80,000	
					\$ -	
					\$ -	
					\$ -	
				TOTAL	\$ 80,000	

D: Reason For Adjustment (Explain fully. Attach sheet if necessary. If new revenue, record a description on reverse side on Part VI.)

To appropriate FY 12/13 remaining year funding for the Chief Innovation Officer. Funding is a 50/50 match between the City of Davis and Tech Davis.

A.  Funds have been appropriated & are available.

A.  Approved  
 Disapproved

B.  Funds have been appropriated.  
 Funds must be appropriated.

B.  City Council appropriated funds.  
 City Council informed of revised revenue estimate.

*Kelly Hobbs* 3/1/13  
Signature and Date

\_\_\_\_\_  
Signature and Date

Date: 3/1/13 BA No. 129

Posted By: \_\_\_\_\_

Section A			Section B		
TRANSFER FROM	Fund		TRANSFER TO	Fund	
002-8110-410-0101	24,652	531	001-7101-490-0101	24,652	531
001-7602-490-0101	1,291	531	001-7101-490-0101	1,291	531
001-7259-480-0101	4,669	475	001-7259-480-0101	4,669	475
520-7701-490-4801	2,870	520	001-7150-490-4605	2,870	520
520-7701-490-0401	1,930	520	001-7150-490-0501	1,930	520
001-7258-480-0101	40,919	109	001-7257-480-0101	40,919	109
001-7258-480-0101	1,443	475	001-7257-480-0101	1,443	475
001-7605-430-0101	58,054	001	001-7642-430-0101	58,054	001
001-7605-430-0101	10,874	001	001-7643-430-0101	10,874	001
	146,702			146,702	

Section A TRANSFER FROM	Fund	Section B TRANSFER TO	Fund
001-7101-490-0101	(24,652)	002-8110-410-4506	24,652
531-7313-490-4601	(24,652)	001-7101-490-0101	24,652
002-8110-910-9515	(24,652)	531-8110-910-9515	24,652
Correction to B/A #135			
	(73,956)		73,956

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF DAVIS AND  
techDAVIS BUSINESS ASSOCIATION**

**Cost Funding Agreement**

This Agreement (the "Agreement") is made and entered this 5<sup>th</sup> day of March, 2013 (the "Effective Date"), by and between the CITY OF DAVIS, a California municipal corporation (the "City") and techDAVIS Business Association, a California non profit corporation ("techDAVIS") (hereinafter collectively referred to as "Parties"), on the basis of the following facts, understandings and intentions of the parties.

**RECITALS**

WHEREAS, each party has an interest in increasing the Economic Development function within the City of Davis;

WHEREAS, the City wishes to enter into a public/private partnership with techDavis;

WHEREAS, a public/private partnership provides opportunities for cost savings and an increased level of service for each party, while avoiding the full cost of completely funded employees;

WHEREAS, this Agreement is voluntarily entered into by both parties;

WHEREAS, the employee hired pursuant to this Agreement shall be solely an employee of the City under a separate employment contract and shall not be an employee of techDavis;

WHEREAS, techDavis agrees to fund fifty percent (50%) of the cost of an executive management level City employee, provided that techDavis's funding pursuant to this Agreement shall not exceed one hundred twenty thousand dollars (\$120,000) per year for three years.

WHEREAS, this Agreement provides a cost effective option for sharing said functions between the Parties.

NOW THEREFORE, the Parties agree as follows:

**1. Purpose.** This Agreement when executed shall constitute an agreement by the PARTIES to fund an executive management position for the City relating to economic development activities. The Parties desire to maximize the use of existing resources, create cost containment opportunities, maintain local control and deliver a high level of service.

**2. Hiring of Employee.** The City shall hire an employee to fill the executive management position with the duties as more specifically described in the job description attached as Attachment A and incorporated by this reference (the "Employee"). The City shall select,

employ, retain and/or release the Employee at its sole and absolute discretion, subject to all applicable federal, state and local laws, ordinances, rules and regulations.

**3. Employee of City.** The Employee hired pursuant to this Agreement shall be and remain an employee of the City and shall at all times be subject to the direction, supervision and control of the City. The City shall have sole responsibility of paying the salaries, taxes, including, but not limited to Federal Social Security Taxes, Federal, California and Employment taxes and all other employee related expenses including but not limited to Workers' Compensation Insurance and Retirement Benefits regarding said Employee.

#### **4. Compensation.**

4.1 techDavis agrees to fund fifty percent (50%) the total cost of the Employee hired by the City pursuant to this Agreement, provided that techDavis's contribution shall not exceed one hundred twenty thousand dollars (\$120,000) per year for three years.

4.2 On April 1, 2013, and quarterly thereafter, techDavis shall make a funding payment to the City equal to fifty percent (50%) of the cost of total compensation to be provided to the Employee for the following quarter, provided that techDavis' total annual payments to the City shall not exceed thirty thousand dollars (\$30,000) each quarter. The City shall notify techDavis of the amount of the first funding payment not less than ten (10) days before the payment is due. Thereafter, the City shall notify techDavis in writing in the event there is any change in the amounts of the quarterly payments due to a change in total compensation to the Employee. All funding payments made pursuant to this Agreement shall be delivered to City of Davis, 23 Russell Boulevard, Davis CA 95616, Attn: Finance Department.

4.3 On or before April 1, 2014, and annually thereafter for the term of this Agreement, the City shall notify techDavis of the total cost of compensation provided to the City employee during the prior year of the Agreement. In the event that the position is vacant for some period of time, techDavis' contribution will be reduced accordingly to acknowledge the vacancy period.

#### **5. Duration of Agreement.**

5.1 The term of this Agreement shall commence on the Effective Date, and shall continue in full force and effect until April 1, 2016.

5.2 Termination without Cause. Each party may terminate this Agreement, without cause, by giving written notice to the other party. Such termination shall be effective thirty (30) days following receipt of the written notice.

5.3 Termination for Cause. Should any party be in default of any covenant or condition hereof, the other party may immediately terminate this Agreement for cause if the defaulting party fails to cure the default within ten (10) calendar days of receiving a written notice of the default.



5.4 In the event this Agreement is terminated by techDavis without cause or by the City for cause, funding payments received by the City of Davis shall be non-refundable and shall not be prorated for a partial quarter.

5.5 In the event this agreement is terminated by the City without cause or by techDavis for cause, the City may prorate a funding payment received for a partial quarter, based on the effective date of such termination of this Agreement.

**6. Non-assignability.** This Agreement shall not be assigned by any party without first obtaining the express written consent of the other party, which may be granted or withheld in their sole discretion.

**7. Notices.** Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to the Parties shall be in writing and shall be deemed duly served and given when personally delivered to the party whom directed or in lieu of such personal services when deposited in the United States mail, postage pre-paid to:

techDavis  
105 E Street, Suite 2C  
Davis, CA 95616  
Telephone: (530) 554-1849

City of Davis  
23 Russell Blvd.  
Davis, CA 95616  
Attn: City Manager  
Telephone: (530)757-5602

**8. Indemnification.** Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement.

Each party hereby agrees to defend itself from any claim, action or proceeding arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.

For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors or volunteers.

Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor or volunteer of any party to this Agreement shall be considered an "employee" of any other party to this Agreement for purposes of indemnification.

9. **Entire Agreement.** Parties agree that this Agreement constitutes the sole and only Agreement between them representing the funding obligations of techDavis for the Employee and correctly sets forth their obligations and duties with respect to each other.

10. **Amendment.** This Agreement may be amended only in writing and executed by both the Parties to the Agreement.

11. **Subject Headings** The subject heading of the Paragraphs in this Agreement are included solely for the purposes of convenience and references, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any provision of this Agreement.

12. **No Interpretation Against Drafting.** This Agreement has been negotiated at arm's length between Parties hereto. Accordingly, any rule or law (including California Civil Code §1635 et seq.) or legal decisions that would require interpretation of any ambiguities in this Agreement against the party that has drafted the applicable provisions, is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties.

13. **Execute in Counterparts.** The parties hereto agree that there shall be two originals of this agreement which shall be identical in all respects, including form and substance. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original, but all of which, together, shall constitute one and the same instrument.

14. **Governing Law and Forum.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to enforce the terms of the Agreement or for breach thereof shall be brought and tried in Yolo County, California.

15. **Captions.** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

[Signatures on following page]

**Signature Page for Cost Funding Agreement  
by and between the City of Davis and techDavis Business Association**

Executed at Davis, California on the date and year first appearing above.

techDavis

By: \_\_\_\_\_

Name: David Morris, PhD

Its: Interim Managing Director

City of Davis

a Municipal Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Harriet A. Steiner  
City Attorney

**ATTACHMENT A**

**Job Description**

**[attached behind this cover page]**

## **Attachment 5. Council 2012-2014 Economic Development Goals**

Promote economic development consistent with our community values and niche as home of a world-class university.

### **Guiding Principles:**

- Cultivate a diversified economy, workforce and tax base.
- Develop Davis as a visitor destination.
- Consider potential optimal revenue generated by land use decisions.
- Capitalize on the resources of a university town, including human capital.
- Promote appropriate partnerships with the private sector and the university community.
- Improve the Davis business climate.

**ED Action 1.** Actively partner with UC Davis, Yolo County and other regional partners on land use planning and economic development to define opportunities and remove constraints to future innovation business growth.

- Entitle the Downtown/University Mixed-Use Innovation District

**ED Action 2.** Streamline for certainty, consistency and efficiency on processes of build-outs and renovations.

- Encourage densification.
- Process streamlining for business approvals

**ED Action 3.** Support entrepreneurship and access to business support services to strengthen the entrepreneurial network and to provide opportunities for local business growth.

- Identify/develop/promote low cost incubator space to increase number of start-ups in Davis
- Work with UC Davis, SARTA, SEED Central and other industry partners to develop an Ag Innovation Center.
- Pursue dispersed innovation center strategy, including centers at the east and west edges of the City.
- Maximize benefits of existing inventory and increase supply of flexible business space.

**ED Action 7.** Develop and implement a comprehensive economic development strategy

- Initiate Community Engagement aligned with other economic development efforts.
- Update and Use Davis Economic Health and Prosperity Report to inform decisions on economic policy.
- Conduct annual Business Walk plus targeted outreach to key technology and retail businesses
- Identify impediments to economic development.
- Establish concrete benchmarks of economic success and meet them.
- Market Davis as a desirable location for innovation, highlighting recent success stories.
- Support the growth of Davis Roots, including providing them with a long-term lease.