



TO THE HONARABLE MAYOR AND COUNCIL:

DATE: December 8, 2015

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMF MEDIA GROUP TO PROVIDE MARKETING AND PUBLIC RELATIONS SERVICES IN SUPPORT OF THE CITY'S ECONOMIC DEVELOPMENT PROGRAM IN THE AMOUNT OF \$90,000; AND AUTHORIZE THE EXPENDITURE OF FUTURE MEDIA PURCHASE IN THE AMOUNT OF \$80,000 FOR AN EIGHT MONTH PERIOD (GENERAL FUND)

Report in Brief

The City Council continues to make economic development a priority for the City of Concord; it is one of the Council's adopted five Priority Areas of Focus. To increase support for Economic Development, the City Council enhanced the program this Fiscal Year, including allocating additional marketing funds to support positioning Concord as an attractive and desirable business location for companies, entrepreneurs, manufacturers and businesses to locate, grow and expand.

Staff is currently working with AMF Media Group, a full service advertising/marketing firm, to launch the City's Economic Development marketing initiatives. In order to move forward with a long term marketing effort, an agreement to retain AMF Media Group is required in the amount of \$90,000. The proposed scope of services is included as Exhibit A to the proposed agreement (Attachment 1). In addition to retaining AMF, staff is recommending expending \$80,000 in advertising in a variety of media formats. By authorizing the expenditure of future media buys now, staff will be able to execute the marketing plan expeditiously.

Staff recommends the City Council authorize the City Manager to enter into an agreement with AMF Media Group to provide marketing, advertising and public relations services in support of the City's Economic Development program in the amount of \$90,000 and authorize the future expenditure of \$80,000 for advertisement purchases for an eight month period.

Background

The City Council adopted Economic Development as a Priority Area of Focus for the organization and authorized additional funding to enhance the City's economic development activities and programs as part of its Fiscal Year 2015-16 budget. The increase in funding to the Economic Development program supported increases in staff resources to create a more proactive and robust economic development program to

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attract, retain and expand businesses. The approved budget allocated funds to be used to increase the Economic Development program's marketing efforts. These funds are to be used to communicate Concord's economic development advantages and position Concord as a viable location for businesses looking to flee San Francisco's higher commercial rents.

Currently, the economic climate in the Bay Area is very strong. There has been tremendous growth in the South Bay and specifically in the city of San Francisco. Growth in the East Bay is generally behind that of the South Bay and San Francisco Bay areas. However, San Francisco office rents continue to climb, which have historically resulted in businesses escaping to lower cost office/commercial locations in the East Bay. This was recently seen with the announcement of Uber moving to Oakland.

Concord has experienced a recent uptick in leasing activity in its office and manufacturing segments with leases recently signed by Asset Mark, AIG, AmTrust (consolidated offices from San Francisco and San Ramon) and Molecule Digital. In addition, Concord's retail market continues to see positive signs with the successful openings of businesses such as Lazy Dog, Uniqlo, Lucille's Barbeque, Ulta, Eureka! and soon to open Buffalo Wild Wings, Habit Burger, Noodles and Company, and Cream.

The City of Concord is well positioned to take advantage of potential business attraction and expansion in the market. Concord offers attractive and well-appointed Class A office products, accessible business parks and convenient retail locations. Concord's competitive commercial rents, central location, convenient access to BART, housing opportunities, and business friendly local government are key factors for businesses locating in Concord.

Given the improving economy, there now exists an opportunity for the Economic Development program to be more aggressive in promoting Concord's attributes to support capturing the economic growth being experienced in the Bay Area. By increasing Concord's awareness in the minds of business leaders who are looking for new locations to relocate or expand, Concord can proactively attract new businesses and investment.

Discussion

Staff is proposing to retain AMF Media Group to provide advertising, marketing and public relations services to the City's Economic Development Program. AMF Media Group is a full service award winning advertising firm that works with a variety of business entities and agencies including Alameda Health System, Jamba Juice, Muir Medical Group IPA, Oakland Raiders, HP, AC Transit and local governments.

The firm has also worked with Concord-based businesses such as Garaventa Enterprises and Caldwell Banker. A corporate background package on AMF Media Group is attached to this report (Attachment 2).

Staff engaged AMF Media recently for some initial work to assist with near term marketing items. Staff was pleased and satisfied with AMF's work product and the level of service, quality, and

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responsiveness. In addition staff found AMF's staff qualified and experienced. In the few months that AMF worked with City staff, AMF was able to place a feature news story on the City of Concord's economic activities in Biznow, a commercial real estate news web site, and create compelling advertising that communicated Concord's business advantages as compared to San Francisco. AMF created these advertisements after conducting focus groups with key real estate brokers and staff.

The emphasis of AMF's work will be to create a strategic media campaign to reach business decision makers. This will be done both through public relations (placement of relevant news stories in appropriate media) and the purchase of advertisement across a variety of media platforms. Below are the key components of the scope of work for AMF. All work will be done within this next eight months:

Advertising Design and Marketing Support (Creation of new marketing pieces)	\$38,000
Public Relations (Proactive media relations, building the City's profile to target audience)	\$52,000

The goal of the proposed marketing effort is to increase awareness of Concord as a viable and compelling business location for businesses looking to escape higher business cost cities in the Bay Area. The success of the program will be measured by how many times the advertisements could be viewed by the targeted audience, number of media stories published in related industry media and increase in real estate deal flow to Concord. With any successful marketing plan, it needs to be sustained consistently for a number of years in order to be impactful. Messages need to be heard numerous times for the general public/audience to begin to retain the messages. The proposed media budget discussed below marks the start of Concord's Economic Development marketing campaign. Staff anticipates the need for similar expenditures in future years.

In association with the scope of work proposed to be completed by AMF, the City needs to fund the advertisement/media buys. AMF would enter into media/advertisement contracts with periodicals, web sites and related outlets. AMF would bill the City for these direct advertisement costs on a monthly basis. While the funds for media purchases flow through AMF Media, funds are not retained by AMF Media. A standard 15 percent agency commission would be paid by the various contracted media outlets to AMF Media for placing the advertisements.

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The following is the amount proposed to be used to purchase advertisement:

Media Purchase	\$80,000
(AMF will negotiate and oversee the purchase of advertisements.)	

Fiscal Impact

Proposed AMF Media Group agreement is for \$90,000 and related media purchase of \$80,000. These funds are currently budgeted in the City's Economic Development program. Staff directly negotiated the scope of work and budget with AMF Media Group. The process of identifying AMF was competitive; staff relied on the RFP initiated by the Concord Tourism Improvement District (Visit Concord) in October 2015. While the scope of services and marketing budget for the Visit Concord RFP was more substantial than the scope contemplated in this report, the RFP process allowed for a competitive process to determine base line of fees.

Public Contact

The agenda was posted in accordance with Brown Act regulations. The Chamber of Commerce, Swift Real Estate Partners, Sierra Pacific Properties, Cornish and Carey and Transwestern Real Estate were also notified.

Recommendation for Action

Staff recommends the City Council authorize the City Manager to enter into an agreement with AMF Media Group to provide marketing, advertising and public relations services in support of the City's Economic Development program in the amount of \$90,000; and authorize the future expenditure of \$80,000 for advertisement purchases for an eight month period.

Prepared by: John Montagh
Economic Development and Housing
Manager
John.montagh@cityofconcord.org



Valerie J. Barone
City Manager
Valerie.Barone@cityofconcord.org

Reviewed by: Victoria Walker
Director Community and Economic
Development
Victoria.walker@cityofconcord.org

Attachment 1: AMF Media Group Professional Service Agreement
Attachment 2: AMF Media Group Background

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on December 8, 2015 between the City of
2 Concord ("CITY") and Armanino LLP dba AMF Media Group, 12657 Alcosta Blvd., Suite 500, San
3 Ramon, CA 94583 ("CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
5 and intentions:

6 The CITY desires to contract with CONSULTANT to provide the professional services
7 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

8 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
9 parties herein contained, the parties hereto agree as follows:

10 1. **TERM.** This Agreement shall commence on November 17, 2015 and expire on June
11 30, 2016.

12 A. **Extension of Term.** Upon mutual written agreement by the parties, the term of this
13 Agreement may be extended for one additional period of one year, commencing upon the expiration
14 of the initial or extended term, subject to the same terms and conditions of this Agreement.
15 CONSULTANT shall give written notice of its request for extension of the term of the Agreement to
16 the City's Authorized Representative, as identified in Section 4 below, at least thirty (30) days prior to
17 expiration of the initial or extended term.

18 The extension(s) of the term of this Agreement shall be subject to a review of
19 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and
20 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
21 Amendment to this Agreement.

22 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
23 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail
24 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the
25 projects and undertakings contemplated by this Agreement.

26 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for
27 both professional services and reimbursable expenses and shall be at the rate and schedules in detail in
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1 Exhibit A. However, in no event shall the amount CITY pays CONSULTANT exceed One Hundred
2 and Seventy Thousand dollars (\$170,000) for the term of this Agreement, which represents the
3 combined payment of \$90,000 for professional marketing services and up to \$80,000 for reimbursable
4 media costs and expenses Any Amendment to this Agreement that includes an increase to this
5 compensation amount shall be made in accordance with Section 5 below.

6 CONSULTANT may submit monthly statements for services rendered; all statements shall
7 include adequate documentation demonstrating work performed during the billing period. It is
8 intended that CITY review such statement and pay CONSULTANT for services rendered within 30
9 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall
10 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the
11 time of payment.

12 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
13 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
14 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
15 by the City Council. The CITY's authorized representative is John Montagh, Economic
16 Development & Housing Manager. The CONSULTANT's authorized representative is Vintage
17 Foster, President.

18 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,
19 subject to approval by both parties. If additional services are requested by CITY other than as
20 described in the above Scope of Services, this Agreement may be amended, modified, or changed by
21 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution
22 of an Amendment by authorized representatives of both parties setting forth the additional scope of
23 services to be performed, the performance time schedule, and the compensation for such services.

24 **A. Amendment for Additional Compensation.** CITY's Authorized
25 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
26 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
27 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
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1 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
2 base contract amount, must be approved by City Council.

3 Consultant's failure to secure CITY's written authorization for additional compensation or
4 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price
5 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

6 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that
7 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the
8 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall
9 have any control over the manner by which the CONSULTANT performs this Agreement and shall
10 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT
11 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT
12 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as
13 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation
14 whatsoever, unless otherwise provided in this Agreement.

15 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
16 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
17 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
18 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
19 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
20 performed during non-standard business hours, such as in the evenings or on weekends.
21 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
22 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
23 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
24 all taxes, assessments and premiums under the federal Social Security Act, any applicable
25 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
26 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
27 reason of or in connection with the services to be performed by CONSULTANT.

1 7. **STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
2 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of
3 Work and that such services shall be performed in an expeditious manner, and with the degree of skill
4 and care that is required by current, good, and sound procedures and practices. CONSULTANT
5 further agrees that the services shall be in conformance with generally accepted professional standards
6 prevailing at the time work is performed.

7 8. **PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
8 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
9 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any
10 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S
11 representative as the person primarily responsible for the day-to-day performance of
12 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
13 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise
14 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the
15 quality and timeliness of performance of the services, notwithstanding any permitted or approved
16 delegation hereunder.

17 9. **OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents
18 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's
19 services in respect to this project. They are not intended nor are represented to be suitable for reuse by
20 others except CITY on extensions of this project or on any other project. Any reuse without specific
21 written verification and adoption by CONSULTANT for the specific purposes intended will be at
22 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including
23 attorney's fees arising out of such unauthorized reuse.

24 CONSULTANT's records, documents, calculations, and all other instruments of service
25 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
26 reserves the right to specify the file format that electronic document deliverables are presented to the
27 CITY. If agreement is terminated per Section 13, deliverables shall be provided based on Section 13
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1 requirements.

2 Notwithstanding anything to the contrary in this Agreement, any artwork, concepts, designs,
3 ideas, illustrations and information presented by Consultant and not selected by City remains the
4 property of Consultant and may not to be released, disclosed, utilized or reproduced without
5 Consultant's permission.

6 **10. INDEMNIFICATION.**

7 CONSULTANT agrees to defend, indemnify and hold harmless the CITY, its officers, agents,
8 employees and volunteers from and against any and all claims, demands, actions, losses, damages,
9 injuries, and liability (including all attorneys' fees and other litigation expenses) arising out of the
10 negligent acts or omissions of CONSULTANT in the performance of this Agreement.

11 CONSULTANT makes no warranties of any kind, whether express, implied, statutory or
12 otherwise, and specifically disclaims all implied warranties. To the maximum extent permitted by
13 applicable law and professional regulations, in no event will Consultant or its affiliates be liable to
14 City or any third party for any: (a) special, indirect, incidental, consequential, or exemplary damages
15 of any nature arising out of or related to this Agreement or the services, even if Contractor has been
16 advised of the possibility of such damages; or (b) direct damages arising out of or related to this
17 Agreement or the services in an amount greater than the amount paid to Consultant by City in the
18 twelve months prior to the date the claim arose for the individual services that gave rise to the
19 claim. The foregoing limitation of liability will not apply to any claims that Consultant has caused
20 personal injury, death or damage to tangible personal property

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23 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
24 full force at all times during the term of this Agreement the following insurance:

25 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
26 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)
27 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily
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1 injury, personal injury, and property damage.

2 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile
3 liability insurance covering all vehicles used in the performance of this Agreement providing a one
4 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,
5 and property damage.

6 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT
7 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions
8 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
9 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made
10 annual aggregate basis or a combined single limit per occurrence basis.

11 **D. Compliance with State Workers' Compensation Requirements.**
12 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
13 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
14 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
15 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
16 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
17 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
18 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

19 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to
20 contain the following provisions:

21 **(1) Additional Insured.** CITY, its officers, agents, employees, and
22 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
23 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
24 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
25 or protection afforded to CITY, its officers, officials, employees, or volunteers.

26 Except for worker's compensation and professional liability insurance, the policies mentioned
27 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to
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1 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT
2 receives any notice of cancellation or nonrenewal from its insurer.

3 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be
4 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
5 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
6 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute
7 with it.

8 (3) **Reporting Provisions.** Any failure to comply with the reporting
9 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,
10 employees, or volunteers.

11 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with
12 certificates of insurance and the original endorsements effecting coverage required by this Agreement.
13 The certificates and endorsements for each insurance policy are to be signed by a person authorized by
14 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an
15 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and
16 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.
17 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the
18 right to require complete certified copies of all required insurance policies at any time.

19 **12. TIME OF PERFORMANCE.** The time of performance of the services under this
20 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
21 shall be strictly construed.

22 **13. SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
23 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
24 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
25 performed and reimbursable expenses incurred prior to the suspension date. During the period of
26 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
27 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

1 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
2 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
3 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
4 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
5 recorded, photographic, or visual materials, documents, data, and other deliverables (“Work
6 Materials”) prepared for the CITY prior to the effective date of such termination, all of which shall
7 become CITY’s sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
8 for the services performed as of the effective date of the termination.

9 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
10 CONSULTANT agrees as follows:

11 **A. Equal Employment Opportunity.** In connection with the execution of this
12 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment
13 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited
14 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or
15 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
16 selection for training including apprenticeship.

17 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply
18 with all federal regulations relative to nondiscrimination in federally assisted programs.

19 **C. Solicitations for Subcontractors including Procurement of Materials and**
20 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
21 CONSULTANT for work to be performed under a subcontract including procurement of materials or
22 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
23 CONSULTANT of CONSULTANT’S obligation under this Agreement and the regulations relative to
24 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

25 **16. CONFLICT OF INTEREST.**

26 **A.** CONSULTANT covenants and represents that neither it, nor any officer or
27 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
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1 any manner with the interests of CITY or which would in any way hinder CONSULTANT's
2 performance of services under this Agreement. CONSULTANT further covenants that in the
3 performance of the Agreement, no person having any such interest shall be employed by it as an
4 officer, employee, agent or subcontractor without the express written consent of the CITY.
5 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
6 interest, with the interests of the CITY in the performance of this Agreement.

7 B. CONSULTANT is not a designated employee within the meaning of the
8 Political Reform Act because CONSULTANT:

9 (1) Will conduct research and arrive at conclusions with respect to its rendition
10 of information, advice, recommendation or counsel independent of the control and direction of the
11 CITY or of any CITY official, other than normal contract monitoring; and

12 (2) Possesses no authority with respect to any CITY decision beyond the
13 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

14 17. **COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable
15 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable
16 licenses, including a business license with the City of Concord, and permits for the conduct of its
17 business and the performance of the services.

18 18. **CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
19 with the laws of the State of California, excluding any choice of law rules which may direct the
20 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
21 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
22 County of Contra Costa, California.

23 19. **NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
24 condition contained in the Agreement, or any default in their performance of any obligations under the
25 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
26 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
27 constitute a continuing waiver of same.

1 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
2 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
3 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
4 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
5 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
6 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
7 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
8 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
9 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

10 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
11 incorporated herein by reference. The Agreement contains the entire agreement and understanding
12 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
13 contemporaneous agreements, commitments, representation, writings, and discussions between
14 CONSULTANT and CITY, whether oral or written.

15 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
16 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
17 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
18 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
19 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
20 of this provision shall be void. This Agreement is not intended and shall not be construed to create
21 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
22 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
23 not have any power to bind or commit the CITY to any decision.

24 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
25 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on
26 a generally recognized accounting basis and made available to CITY if and when required.

27 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage
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1 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's
2 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,
3 respectively, designate in a written notice given to the other. Notice shall be deemed received three
4 (3) days after the date of the mailing thereof or upon personal delivery.

5 To CITY:

John Montagh
Economic Development & Housing Manager
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3082
Fax: (925) 671-3218

6 To CONSULTANT:

Vintage Foster
President
AMF Media Group
12657 Alcosta Boulevard, Suite 500
San Ramon, CA 94583
Phone: (925) 790-2662

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15 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
16 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
17 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
18 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

19 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of
20 Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this
21 Agreement on behalf of Applicant and that such execution is binding upon Applicant.

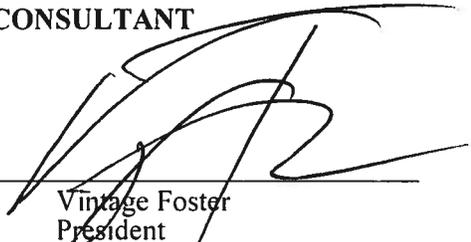
22 This Agreement may be executed in several counterparts, each of which shall constitute one
23 and the same instrument and shall become binding upon the parties when at least one copy hereof
24 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
25 to produce or account for more than one such counterpart.

26 **IN WITNESS WHEREOF,** the parties have executed this Agreement in one (1) or more
27 copies as of the date and year first written above.

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CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: 
Name: Vintage Foster
Title: President
Address: 12657 Alcosta Boulevard, Suite 500
San Ramon, CA 94583
Telephone: (925) 790-2662

By: _____
Name: Valerie J. Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF \$90,000. Account Code 10083001Z01-6330.

Finance Director's Signature



John Montagh
City of Concord
1950 Parkside Dr.
Concord, CA 94519

November 1, 2015

Dear John,

We are pleased to continue to market the City of Concord and to attract businesses from the retail, biotech and advanced manufacturing industries. Please allow this correspondence to serve as a definition of our Scope of Work for phase II.

What follows are the services Armanino, doing business as AMF Media Group, will provide.

- AMF will provide eight months of proactive and reactive media relations, building the city's community profile as an attractive work/live environment and developing and placing thought leadership opportunities in industry and city planning outlets
- AMF will design and support advertising and marketing economic development initiatives. This also includes furthering the current ad campaign and the creation of accompanying supplements, which could include a brochure, eblast campaign, event support and a direct mail effort
- AMF will build a new media plan to work in tandem with the already designed advertising campaign. AMF will negotiate rates, traffic the spots and confirm placement. AMF will receive a standard agency commission of 15% on all media placed

Budget breakdown

Public Relations: \$52,000 / \$6,500 a month.

A team of AMF PR employees will work at a blended hourly rate of \$180 an hour. The team will be led by department head Carolyn Lehman.



Marketing Support and Design: \$38,000

The account management and design team will work on a project by project basis at a blended hourly rate of \$190 an hour. The team will be led by agency Vice President Larry Hancock.

Media Budget: \$80,000 / \$10,000 a month.

The account management team will manage the media buy. The team will negotiate rates, traffic all spots and confirm placement.

John, we are excited to enter this next phase of work for the City of Concord.

Vintage Foster,

President, AMF Media Group



we

BRING MESSAGE TO LIFE.

AMF Media Group ... We Bring Message To Life

AMF Media Group is a full-service agency that delivers a comprehensive and clear approach to brand strategy and marketing. Our offerings include advertising services, public relations, crisis communications, internal communications, multimedia production, web design and development and event management.

Headquartered in San Ramon, CA, the agency is the recipient of multiple awards including Davey Awards, Telly Awards and PRSA awards. AMF was also named 2012 Best Crisis Management firm of the Year by Dow Jones and Ragan's PR Daily.

Our Clients

AC Transit
Alameda Health System
Alameda Hospital
Armanino
BCCI Construction
Blue Shield of California
Brightroll
Carmel Bach Festival
East Bay Agency for Children
Facebook
Garaventa Enterprises
Good Samaritan Hospital
Heffernan Insurance Brokers
Honolulu Zoo
Hospital Corporation of America
HP
Intersect Capital
Jamba Juice
Kaiser Permanente
Kern Medical Center
KNN Public Finance
Men's Wearhouse
Microsoft Dynamics
Monterey Spine & Joint
Muir Medical Group IPA
NSHMBA
Oakland Raiders
Regional Medical Center
San Leandro Hospital
Summerhill Homes
Talbott Teas
TriNet
vCom
Wendel Rosen Black & Dean
Women's Foodservice Forum
YMCA of the East Bay

AMF Media Group Brings Home 11 Davey Awards for 2015 Campaigns

SAN RAMON, Calif., (Oct. 27, 2015) – AMF Media Group (AMF), an award-winning full-service marketing agency, announced today that it won 11 Davey Awards, including two Gold Daveys, for its work in marketing and advertising. With nearly 4,000 entries from across the U.S. and around the world, the Davey Awards honor the achievements of boutique and mid-sized agencies and is sanctioned and judged by the Academy of Interactive and Visual Arts.

“Bringing home nearly a dozen Davey Awards for TV commercials, branding and print campaigns showcases the breadth of our team’s talent and capabilities,” said Vintage Foster, CEO of AMF Media Group. “It’s always special to be recognized by our industry peers for the effective creative work we’re doing.”

AMF earned awards in a variety of categories including Marketing Effectiveness, Film and Video, Corporate Identity, Integrated Campaigns and Television Commercials. The agency won two Gold Daveys for work in the faith-based category and nine Silver Daveys for work in healthcare and for the Honolulu Zoo.

“Last year we won two Silvers and we were excited. But to win nine Silvers and two Golds, that speaks volumes about the trajectory of the agency and the effectiveness of the AMF team,” said Foster.



"You guys did what you said you would do for us, and you exceeded it." James White, Chairman & CEO of Jamba Juice



Jamba Juice

RAGAN and DOWIONES PRESENT
PR Daily AWARDS
2012

All-in-one, award-winning public relations, social media marketing, and executive communications

AMF's Crisis Communications team was named the nation's best by Ragan Communications and Dow Jones

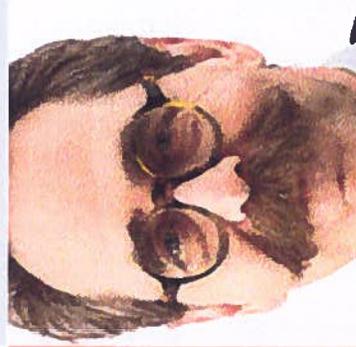


Tellys, Emmys, ADDYs, Deveys, and more. Our multimedia group has the hardware



DAVEY AWARDS
Small firms dig ideas

Meet Mike Leon, Creative Director. Two-time Emmy winner. Resumé with J. Walker Thompson and Doyle Dane Bernbach



AMF named one of the four 2014 National Healthcare Agency of the Year finalists



For seven straight years named among the Bay Area's Best Places to Work

Best Places to Work

in the Bay Area

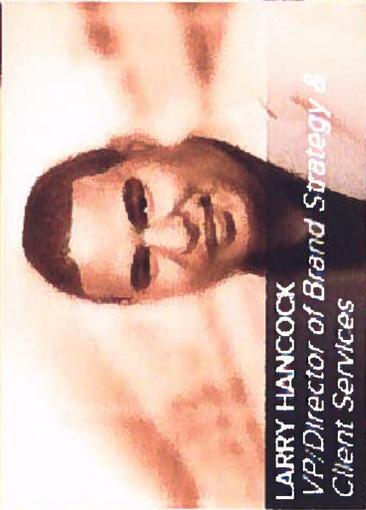
leadership



BRENDA GUNDERSON
Account Management Supervisor



VINTAGE FOSTER
President



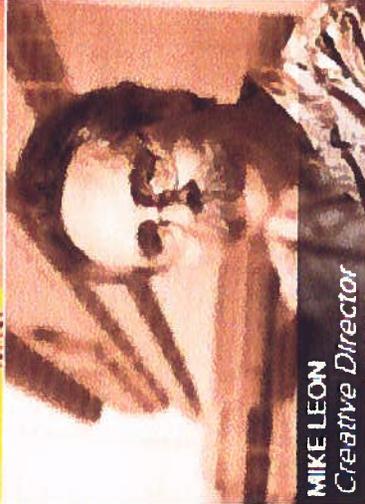
LARRY HANCOCK
VP, Director of Brand Strategy & Client Services



MIKE LEON
Creative Director



BRAD KINNEY
Director of Events & Production



MICHAEL CLINEBELL
Senior Director of Content Services



SAN LEANDRO HOSPITAL
A member of Ascension Health System

OUR COMMUNITY. YOUR PROVIDER.
SCLH.ORG/AMF.CVE

GOOD HEALTHCARE NEVER GETS OLD.

EMERGENCY • GERIATRICS • CARDIOLOGY • SURGERY

Here to Stay, Here to Serve

AMF puts San Leandro Hospital on Spotlight...
[Read more here >>](#)

what's new



A Home Run

AMF's events pulled out all the stops for Coldwell Banker's dynamic roadshow showcasing its new technology. The #1 real estate firm in the West unveiled state-of-the-art, marketing changing, realtor tools and its new website. Realtors from across California attended one of 10 sessions. And for those who needed to tune in - AMF provided a livestream

our clients

