



Staff Report

Date: July 5, 2016

To: City Council

From: Valerie J. Barone, City Manager

Reviewed by: Victoria Walker, Director of Community and Economic Development

Prepared by: Brian Nunnally, Business Development Manager
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(925) 671-3018

Subject: **Considering approval of a Professional Services Agreement with AMF Media Group in a form acceptable to the City Attorney in the amount of \$193,000 to provide marketing, public relations services, and media purchases in support of the City's Economic Development Program (General Fund)**

Report in Brief

Last year the City hired AMF Media Group, a full-service advertising/marketing firm, to provide support for the City's Economic Development marketing initiatives. Staff recommends continuing these services this fiscal year to build on last year's marketing successes.

In order to continue leveraging the marketing efforts already in place, an agreement to retain AMF Media Group is requested in the amount of \$193,000. Of this amount \$117,000 is for the firm's creative and professional work under the contract and \$76,000 is for ad buys on the City's behalf. The proposed Scope of Services is included as Exhibit A to the proposed agreement (Attachment 1).

Recommended Action

Staff recommends approving a Professional Services Agreement with AMF Media Group in a form acceptable to the City Attorney in the amount of \$193,000 to provide marketing, public relations services, and media purchases in support of the City's Economic Development Program (General Fund); and authorize the City Manager to execute the agreement.

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 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 used to communicate Concord's economic development advantages and position Concord as a highly desirable location for businesses, especially those businesses escaping the higher commercial rents found in cities such as San Francisco, Oakland and Walnut Creek.

The current economic climate in the Bay Area is very strong. There has been tremendous growth, particularly in the South Bay, Oakland and San Francisco. While economic/business activity is growing in the East Bay, the East Bay continues to lag behind the South Bay and San Francisco Bay Area. However, San Francisco office rents continue to climb, which has historically resulted in businesses escaping to lower cost office/commercial locations in the East Bay. This is exemplified by Uber's decision to expand in Oakland rather than San Francisco.

The Concord office market recently saw two significant deals completed within one month of each other. In April, Bay Alarm purchased the 66,000-square foot former Heald Business College building on Commercial Circle to serve as its new headquarters, and then in May, Wells Fargo entered into a lease for approximately 285,000 square feet in Swift Plaza (which will be a consolidation of three of its existing locations). In addition, Concord's retail market continues to heat up, particularly in the restaurant segment. The most recent restaurant openings include Habit Burger, Noodles & Company, Jimmy John's Gourmet Sandwiches, Blaze Pizza and Buffalo Wild Wings, along with ice cream shops CREAM and Rick's Rather Rich Ice Cream. Along with these new dining options, the former Coco's on Treat Boulevard is being rehabbed into a Mel's Famous Diner and interior construction of Dos Coyotes Restaurant is progressing in the Willows Shopping Center. The Veranda Shopping Center, which will be built on the former Chevron Campus site, has not yet begun construction, but owner/developer CenterCal already confirmed Whole Foods 365 signed a lease. The City of Concord is well positioned to continue 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.

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Given the improving economy, there continues to exist an opportunity for the Economic Development program to build on the recent Concord economic development marketing successes to capture even more economic growth for Concord. By increasing awareness of Concord in the minds of business leaders who are looking for new locations to relocate or expand, Concord can proactively attract new businesses and investment.

Analysis

The City first entered into a contract with AMF Media Group in December 2015, and staff proposes to again 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, Hewlett Packard, AC Transit, as well as local governments. The firm has also worked with Concord-based businesses such as Garaventa Enterprises and Coldwell Banker. A corporate background package on AMF Media Group (AMF) is included as Attachment 2.

Throughout the past seven months, staff has been impressed with AMF's work product and level of service, quality, and responsiveness. Last year's allocation of \$90,000 led to valuable media placement in the *San Francisco Business Times*, the *East Bay Times* and online commercial real estate news websites "Bisnow" and "The Registry" as a result of AMF's successful public relations efforts. Public relations efforts resulting in such news articles is highly desirable because it results in media coverage that appears in reputable, third-party sources, which carries credibility that traditional advertising simply cannot match. Attachment 3 shows a sampling of the media coverage received as a direct result of AMF's public relations outreach.

Staff is ready to enhance our public relations efforts by shifting from a limited focus on current development projects to an expanded focus on Concord as a market leader and preferred option for commercial real estate and new business opportunities. Concord will continue to develop a reputation as a priority location for company site selectors who determine where their businesses locate and invest for the future. Along with utilizing additional funding to enhance the City's public relations efforts, there is an added cost for this contract year because AMF's principal will be taking a more active role in our efforts.

In addition to the coverage achieved through its public relations efforts, and after conducting focus groups with key real estate brokers and staff, AMF has created compelling advertising that communicates Concord's key business advantages:

- Consideration: Concord is a business friendly city and should be in your consideration set when deciding where to base your organization.

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- Growth: Concord has build-to-suit opportunities. Concord has available space and is a good fit for growing companies.
- Value: Concord offers great value at half the price of Walnut Creek, a quarter of what you would pay in San Francisco, and it is only 29 miles outside of San Francisco.
- Access: Concord has access to mass transit (BART), giving businesses access to top talent in the Bay Area, with plenty of 'free' parking and affordable housing.

Attachment 4 shows the ads that were placed in print and online media, as well as on AC Transit and BART, beginning in February of this year. Estimates indicate that the print and online ads in the *San Francisco Business Times* generated approximately 675,000 impressions, the online Bisnow ads generated nearly 155,000 impressions, the AC Transit bus ads generated about 1.5-million impressions, and the BART station and interior train car ads generated nearly 4.9-million impressions.

In addition, AMF also redesigned Concord's Economic Development web page, including new content and visuals to make it more compelling, attractive, and informative for business decision makers. AMF's continued emphasis will be to maintain and enhance the strategic media campaign to effectively reach business decision makers through both public relations and the purchase of advertisements across a variety of media platforms. All work will be done within this fiscal year, and the Agreement allows for a one-year extension when it expires on June 30, 2017 if all contract terms, including costs, remain the same. The key components of the scope of work for AMF are listed below:

| | |
|---|------------------|
| Public Relations (Proactive media relations, building the City's profile to target audience) | \$102,000 |
| Marketing Support and Design | \$15,000 |
| SUBTOTAL | \$117,000 |
| Media Purchases | \$76,000 |
| TOTAL ALLOCATION/CONTRACT AMOUNT | \$193,000 |

The success of the program will be measured by how many times the advertisements were viewed by the target audience, the number of media stories published in related industry media and the increase in real estate deals that flow to Concord. Like any successful marketing plan, this program must be sustained consistently for a number of years to be impactful, because the messages need to be heard numerous times for an intended audience to retain those messages. The proposed media budget discussed

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below marks a continuation 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. If approved by Council, AMF will again enter into media/advertisement contracts with periodicals, web sites and related outlets and will 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.

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

| | |
|---|----------|
| Media Purchase | \$76,000 |
| (AMF will negotiate and oversee the purchase of advertisements) | |

Financial Impact

The proposed AMF Media Group agreement is for \$193,000. These funds are currently budgeted in the City's Economic Development program.

Public Contact

The agenda was posted in accordance with Brown Act regulations. The Greater Concord Chamber of Commerce and AMF Media were also notified.

Attachments

1. AMF Professional Services Agreement
2. AMF Corporate Background Package
3. Sampling of Media Coverage
4. Advertisements

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on _____, 2016 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 _____, 2016 and expire on June
11 30, 2017.

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 Ninety-Three Thousand dollars (\$193,000) for the term of this Agreement, which represents the
3 combined payment of \$117,000 for professional marketing services and up to \$76,000 for
4 reimbursable media costs and expenses. Any Amendment to this Agreement that includes an increase
5 to this 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
4 or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the
5 price 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 is in the form
23 of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay all
24 taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment
25 insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal
26 property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in
27 connection with the services to be performed by CONSULTANT.
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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
4 the property of CONSULTANT and may not to be released, disclosed, utilized or reproduced without
5 CONSULTANT'S permission.

6 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold
7 harmless the CITY, its officers, agents, employees and volunteers from and against any and all claims,
8 demands, actions, losses, damages, injuries, and liability (including all attorneys' fees and other
9 litigation expenses) arising out of the negligent acts or omissions of CONSULTANT in the
10 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
14 to CITY or any third party for any: (a) special, indirect, incidental, consequential, or exemplary
15 damages of any nature arising out of or related to this Agreement or the services, even if Contractor
16 has been advised of the possibility of such damages; or (b) direct damages arising out of or related to
17 this Agreement or the services in an amount greater than the amount paid to CONSULTANT by
18 CITY in the twelve months prior to the date the claim arose for the individual services that gave rise
19 to the claim. The foregoing limitation of liability will not apply to any claims that CONSULTANT
20 has caused personal injury, death or damage to tangible personal property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

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

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

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

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

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

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

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4 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

8 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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13 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
14 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
15 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
16 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

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

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

26 **CONSULTANT**

**CITY OF CONCORD, a Municipal
Corporation**

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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: _____, 2016

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 \$193,000. Account Code 10083001Z01-6330.

Finance Director's Signature

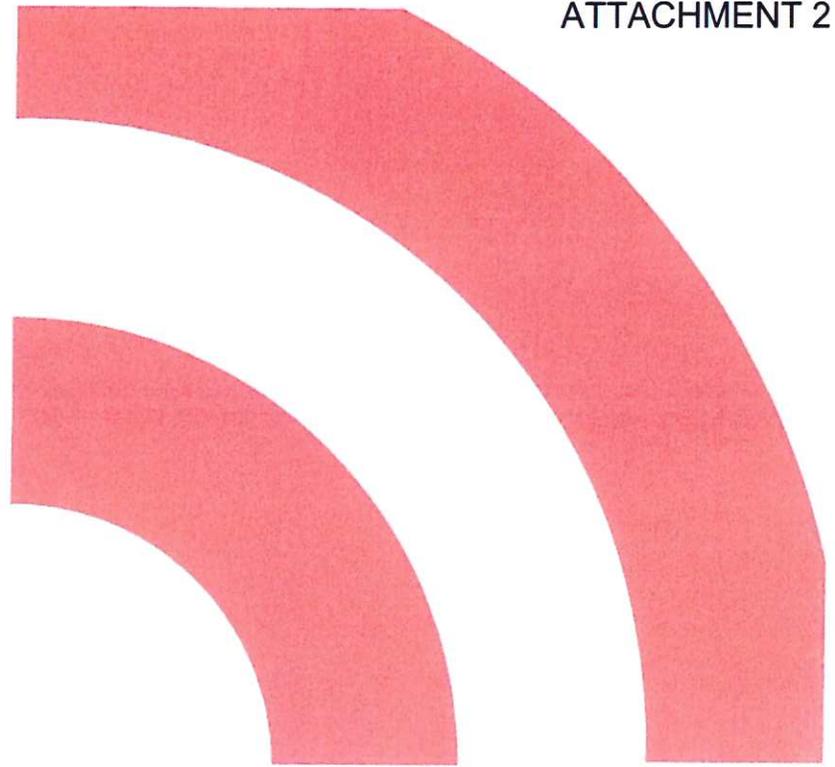
Exhibit A

Scope of Services

\$102,000 – Public Relations. \$8,500/month PR retainer – Efforts will include weekly meetings with Staff. Continued focus on developing public relations to support Economic Development activities and to move toward strategic messaging to position Concord as top of mind with business leaders as a successful business location.

\$15,000 – Radio creative, minor adjustments to existing creative advertisements and some minor creative development.

\$76,000 – Advertisement budget for direct media buys with newspaper, radio, web-based sites and related business outlets to be approved by City Staff. These funds are passed through AMF.



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
Talbot 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



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



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



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

Best Places to Work

in the Bay Area

Tech giant HP turned to AMF Internal Communications to strengthen its sense of team



DAVEY AWARDS
Small firms. Big ideas

leadership



BRENDA GUNDERSON
Account Management Supervisor



LARRY HANCOCK
*VP, Director of Brand Strategy
Client Services*



VINTAGE FOSTER
President



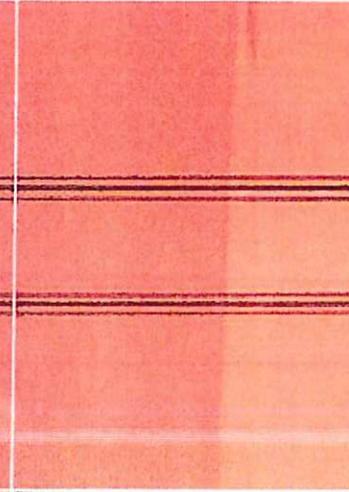
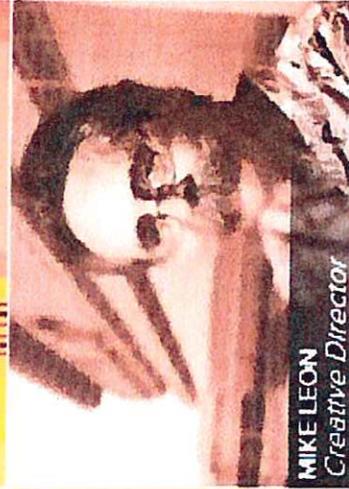
MICHAEL CLINEBELL
Senior Director of Content Services



BRAD KINNEY
Director of Events & Production



MIKE LEON
Creative Director





SAN LEANDRO HOSPITAL
A member of Kaiser Permanente
www.sanleandro-hospital.org

OUR COMMUNITY YOUR PROVIDER
www.sanleandro-hospital.org

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



RESIDENTIAL BROKERAGE

A Home Run

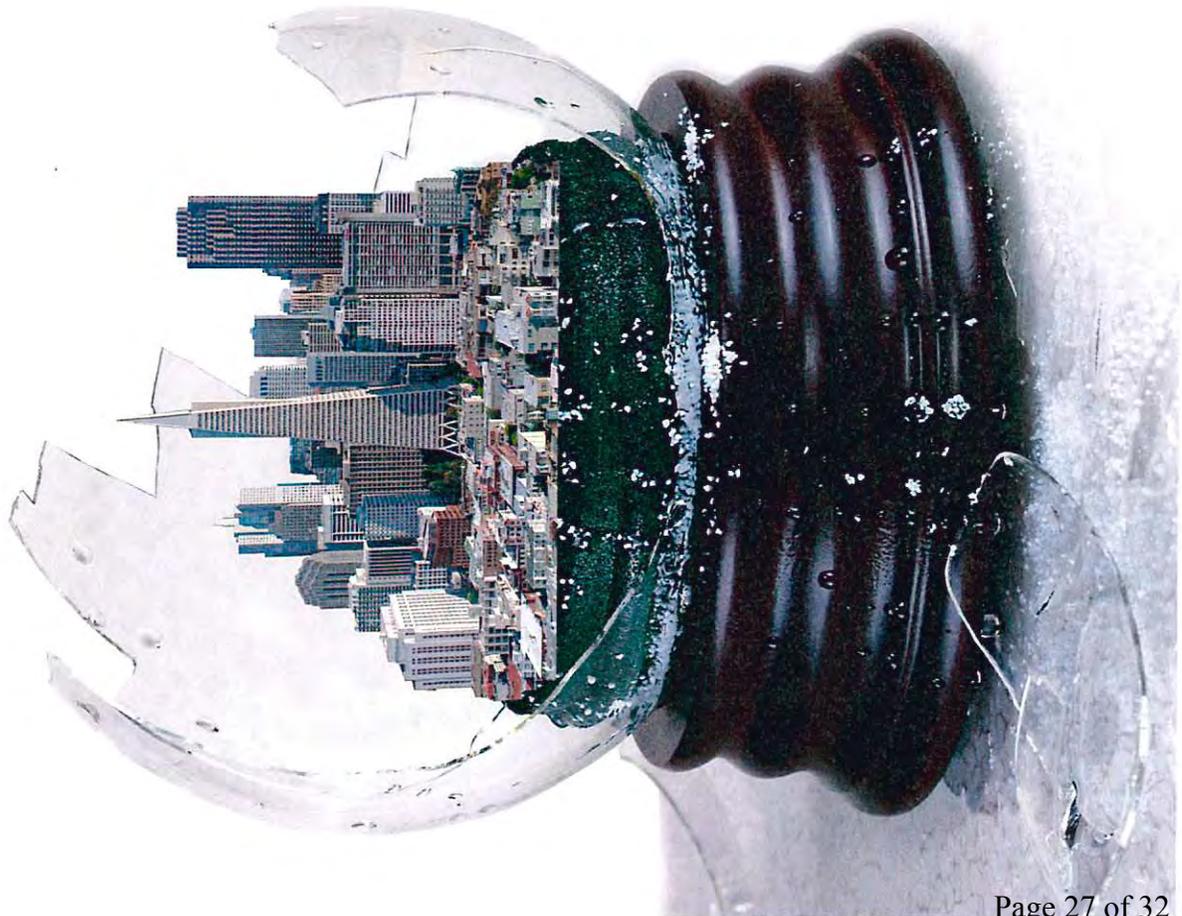
AMF's events pulled out all the stops for Coldwell Banker's dynamic roadshow showcasing its new technology. The #1 real estate firm in the West unveiled state-of-the-art, marketing changing, realtor tools and its new website. Realtors from across California attended one of 10 sessions. And for those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

our clients



EXPAND YOUR HORIZONS

- Affordable Real Estate
- Mass Transit Accessible
- Business Friendly
- A Revitalized Downtown



A BETTER FIT FOR BUSINESS

concordfirst.com



GROWTH SHOULD NEVER BE A PROBLEM

Concord has more than 3.5 million square feet of office space – for about half of what you'll pay in San Francisco – plus 350,000 square feet of retail in the pipeline. Concord is easily accessible with two BART stations and quick access to I-680.

- Build to Suit
- Low Cost Square Footage
- Attainable Live / Work Community



A BETTER FIT FOR BUSINESS

concordfirst.com



PUT YOUR DOLLAR TO BETTER USE

- Low Cost Square Footage
- Affordable Live/Work Community
- Build to Suit
- Mass Transit Accessible



A BETTER FIT FOR BUSINESS

concordfirst.com

THE RIGHT COMBO FOR BUSINESS

- Mass Transit Accessible
- Access to Top Talent
- Low Cost Square Footage
- Affordable Live/Work Community



A BETTER FIT FOR BUSINESS

concordfirst.com



EAST BAY TIMES

Upscale apartment developers eye Concord



Renaissance Phase II

SAN FRANCISCO BUSINESS TIMES

New eatery alert: Millennial influx drives Concord's restaurant row



THE REGISTRY

BAY AREA REAL ESTATE

Bay Alarm buys Concord Property for \$7.9MM



EAST BAY TIMES

Concord Buchanan Field: new commercial flights to Burbank, Las Vegas



JETSUITE X