

## INTER OFFICE MEMO

**To:** Board of Directors

**Date:** 09/07/2022

**From:** Melody Reeb, Director of Planning, Marketing, & Innovation

**Reviewed by:** *RF*

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**SUBJECT: Bus Advertising Contract Extension**

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### **Background:**

In January 2020, County Connection entered into an agreement with Vector Media to provide bus advertising services. The agreement established minimum annual guarantees (MAG) as follows: Year 1 - \$525,000, Year 2 - \$575,004, Year 3 - \$625,008, plus two additional one-year option terms (Year 4 - \$675,000, Year 5 - \$700,000). Prior to COVID-19, Vector Media was submitting monthly payments of \$43,750 per the agreement.

Ad sales plummeted in early 2020 due to the Shelter-in-Place orders imposed throughout the region, and later across the nation. In October 2020, the Board approved Resolution No. 2021-012, adjusting the compensation structure to a revenue share of fifty-five percent (55%) of actual monthly billings rather than the previously agreed upon MAG. The Board subsequently approved Resolution Nos. 2021-023 and 2022-026, which extended the reduced revenue share through December 31, 2022—the end of the base term of the contract.

### **Contract Extension:**

Despite the reduced compensation, the revenues remain higher than those that were proposed by the other vendor that responded to the original RFP in 2019. Thus, staff believe that rebidding the contract will not result in higher revenues. Vector Media has proposed a revised compensation structure for the two option years that reinstates the MAG but at a lower amount based on current market conditions. The MAG for the first option year will be \$337,500, which is 50% of the original contract amount. For the second year, it will be set to \$350,000 or 70% of the previous year's gross advertising revenue, whichever is greater. This is in addition to an increase in revenue share from 55% to 60% of actual billings per the original contract.

### **Financial Implications:**

Advertising revenues will be reduced at most by 50% from the original contract amount through December 31, 2024. The reinstated MAG would provide a minimum of \$687,500 in revenue over the two-year extension term and is consistent with the adopted FY 2023 budget.

### **Recommendation:**

The A&F Committee and staff recommend a two-year extension of the current contract with Vector Media for bus advertising services with a revised compensation structure through December 31, 2024.

**Action Requested:**

The A&F Committee and staff request that the Board approve Resolution No. 2023-011 authorizing the General Manager to exercise the two one-year option terms of the contract with Vector Media with a revised compensation structure.

**Attachments:**

Attachment 1: Letter from Vector Media dated August 16, 2022

Attachment 2: Resolution No. 2023-011

**VECTOR MEDIA**

560 Lexington Avenue  
New York, NY 10022  
[www.vectormedia.com](http://www.vectormedia.com)



August 16, 2022

County Connection  
Attn: Melody Reebbs  
2477 Arnold Industrial Way  
Concord, CA 94520

Dear Melody:

Thank you again for your continued partnership with Vector Media. We are hopeful that we can continue our partnership for many years and appreciate your consideration of our proposal for the two option years available in our contract.

Our sales revenues are gaining momentum as we continue to climb out from the impact of the COVID-19 pandemic, as we are projected to have our best year under our agreement. As we discussed on our August 8th phone call, we would like to propose the following terms for the two option years, effective January 1, 2023.

January 1, 2023 - December 31, 2023:

Vector will pay the greater amount of the Minimum Annual Guarantee (MAG) or 60% of revenues. MAG will be set to \$337,500 and will be paid monthly.

January 1, 2024 - December 31, 2024:

Vector will pay the greater amount of the Minimum Annual Guarantee (MAG) or 60% of revenues. MAG will be set to the greater amount of \$350,000 or 70% of the previous year's gross advertising revenues, paid monthly.

For illustration purposes, if gross advertising sales in 2023 were to equal \$1,000,000, the MAG for 2024 would be set to \$700,000, paid monthly.

Please let me know if there are any questions or feedback you may have. Thank you again for the opportunity to continue working with County Connection.

Sincerely,

A handwritten signature in black ink that reads "Logan Mayer".

Logan Mayer  
VP, Business Development & Strategic Partnerships

**RESOLUTION NO. 2023-011**

**BOARD OF DIRECTORS, CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
STATE OF CALIFORNIA**

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**AUTHORIZING FOURTH AMENDMENT OF CONTRACT TO PROVIDE BUS ADVERTISING SERVICES  
WITH VECTOR MEDIA HOLDINGS CORP.**

**WHEREAS**, the County of Contra Costa and the Cities of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, and Walnut Creek, and the Towns of Danville and Moraga (hereinafter “member jurisdictions”), have formed the Central Contra Costa Transit Authority (CCCTA), a joint exercise of powers agency created under California Government Code Sections 6500, *et seq.*, to provide coordinated and integrated public transportation services within the area of such member jurisdictions;

**WHEREAS**, on October 17, 2019, CCCTA awarded a three-year contract to Vector Media Holdings Corp. (Contractor) for the purpose of providing bus advertising services (Agreement), for which CCCTA would be paid based upon a percentage of gross revenues and a minimum annual guarantee;

**WHEREAS**, as a result of the COVID-19 outbreak and subsequent shelter in place orders issued by the public health officers of seven Bay Area jurisdictions, the Contractor's advertising revenue has been significantly impacted;

**WHEREAS**, the Agreement provides a mechanism for the Contractor to request changes to the compensation due to CCCTA as a result of unforeseen circumstances;

**WHEREAS**, the Contractor availed itself of this mechanism and requested CCCTA consider reducing the compensation due to CCCTA as a result of the impacts of the COVID-19 pandemic, which the Board approved pursuant to Resolution No. 2021-12, Resolution No. 2021-23, and Resolution No. 2022-26;

**WHEREAS**, the Agreement has two one-year options terms that may be exercised by CCCTA;

**WHEREAS**, the Contractor has proposed a revised compensation methodology for the two one-year options terms, which methodology includes a minimum annual guarantee (MAG) of \$687,500 in revenue over the two-year extension term and is consistent with the adopted FY 2023 budget;

**WHEREAS**, CCCTA has analyzed the Contractor's request and has determined the request is reasonable in light of current market conditions; and

**WHEREAS**, staff recommends, and the Administration and Finance Committee concurs, that CCCTA exercise the two one-year option terms, with the understanding that the Contractor's MAG for the first option year will be \$337,500, and the MAG for the second option year will be \$350,000 or 70% of the previous year's gross advertising revenue, whichever is greater.

**NOW THEREFORE BE IT RESOLVED** that the Central Contra Costa Transit Authority Board of Directors hereby authorizes the General Manager, or his designee, to execute an amendment to the Agreement with Vector Media Holdings Corp. to exercise the two one-year option terms, and adjust the compensation methodology as set forth herein.

Regularly passed and adopted this 15th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Dave Hudson, Chair, Board of Directors

ATTEST:

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Lathina Hill, Clerk to the Board