



**AGENDA**

**Meeting  
of the  
BOARD OF DIRECTORS  
of the  
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT  
A Public Agency  
Tuesday, July 26, 2016  
8:30 AM  
Santa Barbara MTD Auditorium  
550 Olive Street, Santa Barbara, CA 93101**

**1. CALL TO ORDER**

**2. ROLL CALL OF THE BOARD OF DIRECTORS**

Dave Davis, Chair; Chuck McQuary, Vice Chair; Olivia Rodriguez, Director; Dick Weinberg, Director; Bill Shelor, Secretary; David Tabor, Director; Roger Aceves, Director

**3. REPORT REGARDING POSTING OF AGENDA**

**CONSENT CALENDAR**

**4. APPROVAL OF PRIOR MINUTES - (ATTACHMENT-ACTION MAY BE TAKEN)**

The Board will be asked to waive the reading of and approve the draft minutes for the meeting of June 28, 2016.

**5. APPROVAL OF CASH REPORT - (ATTACHMENTS-ACTION MAY BE TAKEN)**

The Board will be asked to review and approve the cash reports for the periods of June 21, 2016 through July 4, 2016 and July 5, 2016 through July 18, 2016.

**THIS CONCLUDES THE CONSENT CALENDAR**

**6. PUBLIC COMMENT**

Members of the public may address the Board on items within jurisdiction of the Board that are not scheduled for public hearing. The time allotted per speaker will be at the discretion of the Board Chair. If you wish to address the Board under this item number, please complete and deliver to the MTD Board Clerk, a "Request to Speak" form including a description of the subject you wish to address. Additional public comment will be allowed during each agenda item, including closed session items. Please fill out the Request to Speak form and indicate the agenda item number that you wish to comment on.

**7. ANNUAL CUSTOMER OUTREACH UPDATE FOR FISCAL YEAR 2015-16-(INFORMATIONAL)**

Staff will present an update on customer outreach activities.

**8. MARKETING SERVICES RFP CONTRACT AWARD RECOMMENDATION-(ATTACHMENT-ACTION MAY BE TAKEN)**

Staff will present a contract award recommendation for marketing services.

**RELATED TO EACH CLOSED SESSION; PUBLIC COMMENT WILL BE ALLOWED RELATED TO THE CLOSED SESSION ITEM(S) BEFORE THE RECESS**

**9. RECESS TO CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE §54957.6) - (ACTION MAY BE TAKEN)**

Agency designated representative: Mr. Jerry Estrada, General Manager.

Employee organization: International Brotherhood of Teamsters Union, Local 186.

**10. GENERAL MANAGER’S REPORT UPDATE - (INFORMATIONAL)**

- a) August Bid
- b) BYD Buses
- c) Capital Projects

**11. OTHER BUSINESS AND COMMITTEE REPORTS - (ACTION MAY BE TAKEN)**

The Board will report on other related public transit issues and committee meetings

**12. ADJOURNMENT**

**AMERICAN WITH DISABILITIES ACT:** If you need special assistance to participate in this meeting, please contact the MTD Administrative Office at 963-3364 at least **48 hours in advance** of the meeting to allow time for MTD to attempt a reasonable accommodation.



**MINUTES**

**Meeting**  
of the  
**BOARD OF DIRECTORS**  
of the  
**SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**  
A Public Agency  
**Tuesday, June 28, 2016**  
**8:30 AM**  
**Santa Barbara MTD Auditorium**  
550 Olive Street, Santa Barbara, CA 93101

**1. CALL TO ORDER**

Chair Davis called the meeting to order at 8:30 a.m.

**2. ROLL CALL OF THE BOARD OF DIRECTORS**

Chair Davis reported that all members were present with the exception of Director Rodriguez.

**3. REPORT REGARDING POSTING OF AGENDA**

Lilly Gomez, Executive Assistant, reported that the agenda was posted on Friday, June 24<sup>th</sup>, 2016 at MTD's Administrative office, mailed and emailed to those on the agenda list, and posted on MTD's website.

**CONSENT CALENDAR**

**4. APPROVAL OF PRIOR MINUTES-(ATTACHMENT-ACTION MAY BE TAKEN)**

Chair Davis requested a small change in verbiage in the minutes. Director Aceves moved to approve the draft minutes. Director Tabor seconded the motion. The motion passed unanimously

**5. APPROVAL OF CASH REPORT-(ATTACHMENT-ACTION MAY BE TAKEN)**

Director Shelor asked for clarification on the multiple FTA payments. General Manager, Jerry Estrada explained the multiple payments were incoming capitol reimbursements.

Director Aceves moved to approve the cash report for the periods June 7, 2016 through June 20, 2016. Director Tabor seconded the motion. The motion passed unanimously.

**THIS CONCLUDES THE CONSENT CALENDAR**

**6. PUBLIC COMMENT**

None was made.

**7. RENEWAL OF WORKERS' COMPENSATION EXCESS INSURANCE EFFECTIVE: JULY 1, 2016 THROUGH JUNE 30, 2017 - (ACTION MAY BE TAKEN)**

Human Resources Manager, Mary Gregg recommended that the MTD Board of Directors authorize renewal of Workers' Compensation insurance through the California State Association of Counties Excess Insurance Authority (CSAC-EIA) effective July 1, 2016. The Workman's Compensation Insurance amount on the staff report was changed from \$126,067 to \$122,981.

Director Tabor moved to approve renewal of Workers compensation Excess Insurance. Director Aceves seconded the motion. The motion passed unanimously

**8. AUTHORIZATION TO PURCHASE 8 BYD 30' ELECTRIC VEHICLES - (ACTION MAY BE TAKEN)**

Assistant General Manager, Brad Davis and Fleet and Facilities Manager, David Harbour recommended that the Board authorize the General Manager to execute an agreement to acquire

eight new 30-foot battery-electric shuttles manufactured by BYD. Mr. Davis explained that MTD is need of sixteen new shuttles but with the funding currently available, only eight are to be purchased at this time. However a recommendation to lease an additional six needed shuttles will be brought to the board at a later time.

Director Aceves questioned what kind of losses or gains would be obtained by leasing versus purchasing the additional six shuttles and inquired why MTD is considering leasing rather than purchasing. Mr. Estrada stated that at this time funding and infrastructure terms and agreements will to need to be discussed before making any additional purchases.

Mr. Harbour shared BYD is offering a twelve year battery warranty unlike other batteries that we currently use that have to be replaced without warranty approximately every four years, BYD is also offering to pre-wire the new buses to be compatible with the MTD's new AVL system, and complimentary training is offered through BYD for the new battery-electric shuttles.

Director McQuary inquired about the seating capacity on the new BYD battery-electric shuttles. Mr. Harbour explained the different seating options are being discussed to ensure there will be a minimum of twenty seven seats.

Mr. Estrada shared the planned delivery of battery-electric shuttles is expected in January 2017 if the board approves purchases, and are anticipated to be in service field by March 2017.

Mr. Estrada also stated the shuttle status was discussed with the City of Santa Barbara. The Mayor, Helene Schneider was very supportive of the changes discussed.

Chair Davis reported that the R&D Committee also supported the purchase of the new eight BYD 30ft buses.

Director McQuary moved to authorize the General Manager to execute an agreement to acquire eight new 30-foot battery-electric shuttles manufactured by BYD. Director Weinberg seconded the motion. The motion passed unanimously.

Director Davis thanked Mr. Brad Davis and Mr. Harbour for a great report.

***AT THIS POINT, THE BOARD AND STAFF AGREED THERE WAS NO NEED TO DISCUSS ITEM # 11***

***RELATED TO EACH CLOSED SESSION; PUBLIC COMMENT WILL BE ALLOWED RELATED TO THE CLOSED SESSION ITEM(S) BEFORE THE RECESS***

**9. RECESS TO CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE §54957.6) - (ACTION MAY BE TAKEN)**

Agency designated representative: Mr. Jerry Estrada, General Manager.

Employee organization: International Brotherhood of Teamsters Union, Local 186.

Upon returning from closed session Chair Davis reported that no action was taken.

**10. RECESS TO CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION - (ACTION MAY BE TAKEN)**

The Board will meet in closed session pursuant to Government Code § 54956.9(a) four matters:

1. Jose Mendoza
2. Virginia Saucedo
3. Julian Ray Rodriguez v. SBMTD
4. Swostik Lamichhane, Reeti K.C. Lamichhane, Sapana Lamichhane, Rachayita Pant v. SBMTD

Upon returning from closed session Chair Davis reported that no action was taken.

***AT 10:03 A.M. DIRECTOR ACEVES LEFT MEETING***

***AT 10:05 A.M. DIRECTOR SHELOR LEFT MEETING***

**12. OTHER BUSINESS AND COMMITTEE REPORTS - (ACTION MAY BE TAKEN)**

No other items were discussed.

**13. ADJOURNMENT**

Director Tabor moved to adjourn the meeting at 10:08 a.m. Director McQuary seconded the motion. The motion passed unanimously.

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**Santa Barbara Metropolitan Transit District**  
**Cash Report**  
**Board Meeting of July 12, 2016**  
**For the Period June 21, 2016 through July 4, 2016**

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**MONEY MARKET**

**Beginning Balance June 21, 2016** **\$13,161,792.89**

SB-325 (LTF)	664,608.20
Measure "A"	190,471.15
Passenger Fares	114,035.60
Property Tax Revenue	51,620.50
Accounts Receivable	24,804.12
LCTOP Transfers	14,532.64
Miscellaneous/Asset Sales	<u>1,276.10</u>
<b>Total Deposits</b>	<b>1,061,348.31</b>

ACH Garn/Escrow	(12,055.56)
ACH Pensions Transfer	(32,080.75)
ACH Tax Deposit	(142,506.49)
Operations Transfer	(263,223.79)
Payroll Transfer	<u>(318,204.09)</u>
<b>Total Disbursements</b>	<b>(768,070.68)</b>

**Ending Balance** **\$13,455,070.52**

**CASH INVESTMENTS**

LAIF Account	\$3,350,004.78
Money Market Account	<u>13,455,070.52</u>

**Total Cash Balance** **\$16,805,075.30**

**SELF INSURED LIABILITY ACCOUNTS**

WC / Liability Reserves	(\$3,879,157.60)
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**Working Capital** **\$12,925,917.70**

**Santa Barbara Metropolitan Transit District  
Accounts Payable**

Check #	Date	Company	Description	Amount	Voids
112791	6/17/2016	CUMMINS PACIFIC, LLC	BUS PARTS	0.00	V
112842	6/24/2016	ABC BUS COMPANIES INC	BUS PARTS	390.51	
112843	6/24/2016	ACCONTEMPS DBA	CONTRACT EMPLOYMENT	2,191.63	
112844	6/24/2016	ROGER ACEVES	DIRECTOR FEES	180.00	
112845	6/24/2016	HENRY ANDREWS	RETIREE HEALTH REIMBURSEMENT	258.86	
112846	6/24/2016	ASBURY ENVIRONMENTAL SERVI	WASTE OIL RECYCLER	120.00	
112847	6/24/2016	B2B PRINTING SERVICES INC.	OFFICE SUPPLIES	52.92	
112848	6/24/2016	BANK OF AMERICA, N.A.	CREDIT CARD PURCHASES	29.95	
112849	6/24/2016	BIG BRAND TIRES, BRANDCO BILL	SERVICE VEHICLE MAINTENANCE	341.07	
112850	6/24/2016	BIG GREEN CLEANING CO. DBA	JANITORIAL SERV./SUPPLIES	48.93	
112851	6/24/2016	KARL BRETZ	RETIREE HEALTH REIMBURSEMENT	556.26	
112852	6/24/2016	CALIFORNIA ELECTRIC SUPPLY, I	SHOP/B&G SUPPLIES	166.06	
112853	6/24/2016	GILBERT CALLES	RETIREE HEALTH REIMBURSEMENT	98.00	
112854	6/24/2016	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	203.33	
112855	6/24/2016	CINTAS CORPORATION	FIRST AID SUPPLIES	205.58	
112856	6/24/2016	COAST TRUCK PARTS	BUS PARTS	306.27	
112857	6/24/2016	CUMMINS PACIFIC, LLC	BUS PARTS	0.00	V
112858	6/24/2016	CUMMINS PACIFIC, LLC	BUS PARTS	5,980.25	
112859	6/24/2016	COUNTY OF S.B.PUBLIC WORKS D	WASTE DISPOSAL	110.00	
112860	6/24/2016	DAVID DAVIS JR.	DIRECTOR FEES	180.00	
112861	6/24/2016	MARY DEAIL	PAYROLL RELATED	106.15	
112862	6/24/2016	DENMUN OFFICE SOLUTIONS DB	IT CONTRACT SERVICE	4,122.50	
112863	6/24/2016	DOCUPRODUCTS CORPORATION	COPIER MAINTENANCE/SUPPLIES	234.69	
112864	6/24/2016	DONS INDUSTRIAL SUPPLY LLC	BUS PARTS/SHOP SUPPLIES	2.66	
112865	6/24/2016	FEDEX dba	FREIGHT CHARGES	260.45	
112866	6/24/2016	SHERRIE FISHER	RETIREE HEALTH REIMBURSEMENT	724.20	
112867	6/24/2016	MELVIN FOUNTAIN	RETIREE HEALTH REIMBURSEMENT	98.00	
112868	6/24/2016	STATE OF CALIFORNIA	PAYROLL RELATED	422.22	
112869	6/24/2016	FRONTIER CALIFORNIA INC.	TELEPHONES	809.40	
112870	6/24/2016	GENFARE, A DIVISION OF SPX COR	FAREBOX REPAIRS & PARTS	2,946.12	
112871	6/24/2016	GIBBS INTERNATIONAL INC	BUS PARTS	456.18	
112872	6/24/2016	GILLIG LLC	BUS PARTS	5,759.09	
112873	6/24/2016	GARY GLEASON	RETIREE HEALTH REIMBURSEMENT	247.95	
112874	6/24/2016	ALI HABIBI	RETIREE HEALTH REIMBURSEMENT	179.20	
112875	6/24/2016	H&H WHOLESALE PARTS	BUS PARTS & SHOP SUPPLIES	466.04	
112876	6/24/2016	ANN HARBOUR	PAYROLL RELATED	275.00	
112877	6/24/2016	H.G. MAKELIM CO., INC.	BUS PARTS	826.95	
112878	6/24/2016	RODOLFO HURTADO	DMV/VTT REIMBURSEMENT	53.00	

Check #	Date	Company	Description	Amount	Voids
112879	6/24/2016	INTERSTATE BATTERY OF SIERRA	EV ACCESSORY BATTERIES	1,225.53	
112880	6/24/2016	JAY DANIEL ROBERTSON	RETIREE HEALTH REIMBURSEMENT	232.76	
112881	6/24/2016	DONALD JACKSON	RETIREE HEALTH REIMBURSEMENT	147.00	
112882	6/24/2016	KIMBALL MIDWEST	SHOP SUPPLIES	652.54	
112883	6/24/2016	LINDA LEE LACKEY	RETIREE HEALTH REIMBURSEMENT	776.04	
112884	6/24/2016	LARA'S AUTO REPAIR DBA	BUS REPAIRS	90.00	
112885	6/24/2016	LAWSON PRODUCTS INC	SHOP SUPPLIES	240.47	
112886	6/24/2016	MANSFIELD OIL CO.- GAINESVILL	BUS FUEL	32,413.37	
112887	6/24/2016	MC CORMIX CORP. (OIL)	LUBRICANTS	1,826.52	
112888	6/24/2016	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	1,444.97	
112889	6/24/2016	MCMaster-CARR SUPPLY CO.	SHOP/B&G SUPPLIES	25.79	
112890	6/24/2016	CHUCK MCQUARY	DIRECTOR FEES	120.00	
112891	6/24/2016	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	229.82	
112892	6/24/2016	NATIONAL DRIVE	PAYROLL DEDUCTION	92.00	
112893	6/24/2016	NU-COOL REDI GREEN, INC	COOLANTS & SHOP SUPPLIES	480.87	
112894	6/24/2016	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	560.01	
112895	6/24/2016	ANN BRADY OTTIERI	PAYROLL RELATED	277.00	
112896	6/24/2016	POWERSTRIDE BATTERY CO.	EV BATTERIES	592.77	
112897	6/24/2016	OLIVIA RODRIGUEZ	DIRECTOR FEES	120.00	
112898	6/24/2016	AL ROMERO SR.	RETIREE HEALTH REIMBURSEMENT	98.00	
112899	6/24/2016	SB COUNTY FEDERAL CREDIT UNI	PAYROLL DEDUCTION	660.00	
112900	6/24/2016	SANTA BARBARA NEWSPRESS D	BUS SCHEDULE BOOKLETS	73.92	
112901	6/24/2016	SILVAS OIL CO., INC.	LUBRICANTS	321.27	
112902	6/24/2016	SANTA BARBARA SHERIFF'S DEPT	PAYROLL RELATED	483.02	
112903	6/24/2016	WILLIAM JOHN SHELOR	DIRECTOR FEES	120.00	
112904	6/24/2016	SM TIRE, CORP.	BUS TIRE MOUNTING	353.00	
112905	6/24/2016	SO. CAL. EDISON CO.	UTILITIES	3,684.60	
112906	6/24/2016	SPECIALTY TOOL & BOLT, LTD	SHOP SUPPLIES	13.50	
112907	6/24/2016	STAPLES CREDIT PLAN	OFFICE & COMPUTER SUPPLIES	269.79	
112908	6/24/2016	TILFORD WELDING DBA	VENDOR BUS REPAIRS	50.00	
112909	6/24/2016	DAVID T. TABOR	DIRECTOR FEES	180.00	
112910	6/24/2016	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	282.91	
112911	6/24/2016	UNITED PARCEL SERVICE, INC.	FREIGHT CHARGES	340.36	
112912	6/24/2016	UNITED WAY OF SB	PAYROLL DEDUCTION	68.00	
112913	6/24/2016	U.S. DEPARTMENT OF EDUCATION	PAYROLL RELATED	219.52	
112914	6/24/2016	JOHN J. VASQUEZ	RETIREE HEALTH REIMBURSEMENT	141.60	
112915	6/24/2016	VERIZON WIRELESS	WIRELESS PHONES	503.05	
112916	6/24/2016	VOICES TRANSLATION AND INTE	TRANSLATION	63.30	
112917	6/24/2016	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	593.65	
112918	6/24/2016	RICHARD WEINBERG	DIRECTOR FEES	180.00	
112919	6/24/2016	WURTH USA WEST INC.	SHOP SUPPLIES	637.64	

Check #	Date	Company	Description	Amount	Voids
112920	6/24/2016	WRIGHT NATIONAL FLOOD INSUR	FLOOD INSURANCE	27,294.00	
112921	6/24/2016	YACO SCHOLARSHIP FUND	PAYROLL DEDUCTION	108.00	
112922	6/24/2016	ALEXANDER YOUNG	RETIREE HEALTH REIMBURSEMENT	646.80	
112923	7/1/2016	ABC BUS COMPANIES INC	BUS PARTS	550.80	
112924	7/1/2016	BAY ALARM COMPANY, INC	ALARM CONTRACT	326.55	
112925	7/1/2016	BUYNAK, FAUVER, ARCHBALD&S	LEGAL COUNSEL	7,707.05	
112926	7/1/2016	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	83.37	
112927	7/1/2016	CIO SOLUTIONS, LP	IT SERVICES	173.50	
112928	7/1/2016	COAST TRUCK PARTS	BUS PARTS	262.77	
112929	7/1/2016	COX COMMUNICATIONS, CORP.	INTERNET & CABLE TV	107.80	
112930	7/1/2016	CSAC/CPEIA	WORKMANS COMP INSURANCE	67,914.00	
112931	7/1/2016	CUMMINS PACIFIC, LLC	BUS PARTS	3,101.61	
112932	7/1/2016	DEFEO MANUFACTURING INC.	BUS PARTS	168.94	
112933	7/1/2016	DONS INDUSTRIAL SUPPLY LLC	BUS PARTS/SHOP SUPPLIES	208.98	
112934	7/1/2016	DOWNTOWN ORGANIZATION, INC	TC MAINTENANCE	900.00	
112935	7/1/2016	FRED'S UPHOLSTERY DBA	UPHOLSTERY REPAIRS	125.00	
112936	7/1/2016	FLORES AUTO BODY & PAINT DB	BUS REPAIRS	2,934.99	
112937	7/1/2016	GENFARE, A DIVISION OF SPX COR	FAREBOX REPAIRS & PARTS	406.58	
112938	7/1/2016	GIBBS INTERNATIONAL INC	BUS PARTS	1,308.02	
112939	7/1/2016	GILLIG LLC	BUS PARTS	1,853.61	
112940	7/1/2016	GOODYEAR TIRE & RUBBER CO	LEASED TIRES	11,976.38	
112941	7/1/2016	GRAINGER, INC.	SHOP/B&G SUPPLIES	227.91	
112942	7/1/2016	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	31.53	
112943	7/1/2016	LMA ARCHITECTS, CORP.	ARCHITECTURAL SERVICES	13,027.99	
112944	7/1/2016	MANSFIELD OIL CO.- GAINESVILL	BUS FUEL	15,451.68	
112945	7/1/2016	MILPAS RENTAL INC.	EQUIPMENT RENTAL	622.50	
112946	7/1/2016	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	3,339.96	
112947	7/1/2016	MCI SERVICE PARTS, INC.	BUS PARTS	113.10	
112948	7/1/2016	NEWEGG, INC	IT EQUIPMENT & SUPPLIES	885.17	
112949	7/1/2016	NU-COOL REDI GREEN, INC	COOLANTS & SHOP SUPPLIES	322.11	
112950	7/1/2016	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	244.59	
112951	7/1/2016	PETTY CASH - ALEXANDER, NANC	MISC. PURCHASES	192.75	
112952	7/1/2016	PACIFIC MATERIALS LABORATOR	COMPACTION TESTING	178.00	
112953	7/1/2016	PORT SUPPLY DBA	BUS PARTS	53.98	
112954	7/1/2016	ROGERS, SHEFFIELD & CAMPBELL	LEGAL COUNSEL	7,200.00	
112955	7/1/2016	SILVAS OIL CO., INC.	LUBRICANTS	1,811.11	
112956	7/1/2016	SM TIRE, CORP.	BUS TIRE MOUNTING	266.80	
112957	7/1/2016	TOM SHELDON	REIMBURSEMENT	129.59	
112958	7/1/2016	SOAP MAN DISTRIBUTIN DBA	CLEANING SUPPLIES	249.48	
112959	7/1/2016	STAPLES CREDIT PLAN	OFFICE & COMPUTER SUPPLIES	1,367.32	
112960	7/1/2016	STEWART'S DE-ROOTING & PLUM	PLUMBING REPAIRS	348.41	

Check #	Date	Company	Description	Amount	Voids
112961	7/1/2016	SB CITY OF-REFUSE/WATER	UTILITIES	2,468.35	
112962	7/1/2016	J.C. M. AND ASSOCIATES INC.	UNIFORMS	752.84	
112963	7/1/2016	U.S. BANK NATIONAL ASSOCIATIO	MISC. CC PURCHASES	550.93	
112964	7/1/2016	VALLEY POWER SYSTEMS, INC.	BUS PARTS	1,209.31	
112965	7/1/2016	VISIT SANTA BARBARA	MEMBERSHIP DUES	475.00	
112966	7/1/2016	VOICE SMART NETWORKS, LLC	PHONE SYSTEM MAINTENANCE CONTI	2,562.00	
112967	7/1/2016	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	688.62	
				<b>263,223.79</b>	
				<b>Current Cash Report Voided Checks:</b>	0.00
				<b>Prior Cash Report Voided Checks:</b>	0.00
				<b>Grand Total:</b>	<b>\$263,223.79</b>

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**Santa Barbara Metropolitan Transit District  
Cash Receipts of Accounts Receivable**

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<b>Date</b>	<b>Company</b>	<b>Description</b>	<b>Amount</b>
6/21/2016	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 5/12	2,640.00
6/21/2016	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 4/20	4,312.16
6/21/2016	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 4/19	4,312.16
6/21/2016	Department of Rehabilitation	Passes/Passports Sales	1,092.00
6/21/2016	Point Broadcasting LLC	Advertising on Buses	2,930.00
6/22/2016	Godzilla Graphics	Advertising on Buses	6,382.80
6/22/2016	Idea Engineering, Inc.	Advertising on Buses	2,637.00
6/29/2016	KCSB - FM	Advertising on Buses	498.00
<b>Total Accounts Receivable Paid During Period</b>			<b>\$24,804.12</b>

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**Santa Barbara Metropolitan Transit District**  
**Cash Report**  
**Board Meeting of July 26, 2016**  
**For the Period July 5, 2016 through July 18, 2016**

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**MONEY MARKET**

**Beginning Balance July 5, 2016** **\$13,455,070.52**

Passenger Fares	163,662.84
Accounts Receivable	150,802.27
Miscellaneous/Asset Sales	1,260.32
Advertising/Prepaid Deposi	326.00
<b>Total Deposits</b>	<b>316,051.43</b>

WC Transfer	.00
ACH Garn/Escrow	(1,156.14)
ACH Pensions Transfer	(30,765.58)
ACH Tax Deposit	(151,405.43)
Payroll Transfer	(316,050.01)
Operations Transfer	(666,899.77)
<b>Total Disbursements</b>	<b>(1,166,276.93)</b>

**Ending Balance** **\$12,604,845.02**

**CASH INVESTMENTS**

LAIF Account	\$3,350,004.78
Money Market Account	12,604,845.02

**Total Cash Balance** **\$15,954,849.80**

**SELF INSURED LIABILITY ACCOUNTS**

WC / Liability Reserves	(\$3,879,157.60)
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**Working Capital** **\$12,075,692.20**

**Santa Barbara Metropolitan Transit District  
Accounts Payable**

Check #	Date	Company	Description	Amount	Voids
112968	7/6/2016	INTERCON TECHNOLOGIES DBA	EV SPARE PARTS	35,099.98	
112969	7/8/2016	MARY DEAILÉ	PAYROLL RELATED	106.15	
112970	7/8/2016	FRANK SCHIPPER CONSTRUCTION	SHOP ROOF REPAIRS	62,299.37	
112971	7/8/2016	ANN HARBOUR	PAYROLL RELATED	275.00	
112972	7/8/2016	MOUNTAIN SPRING WATER	SHOP & OFFICE SUPPLIES	1,385.95	
112973	7/8/2016	NATIONAL INTERSTATE INS INC.	LIABILITY INSURANCE	27,423.00	
112974	7/8/2016	ANN BRADY OTTIERI	PAYROLL RELATED	277.00	
112975	7/8/2016	SB COUNTY FEDERAL CREDIT UNI	PAYROLL DEDUCTION	860.00	
112976	7/8/2016	SANTA BARBARA SHERIFF'S DEPT	PAYROLL RELATED	489.46	
112977	7/8/2016	SO. CAL. EDISON CO.	UTILITIES	7,286.32	
112978	7/8/2016	SB CITY OF-REFUSE/WATER	UTILITIES	1,309.34	
112979	7/8/2016	TEAMSTERS PENSION TRUST	UNION PENSION	90,331.13	
112980	7/8/2016	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	9,719.85	
112981	7/8/2016	TRAPEZE SOFTWARE GROUP, INC.	ANNUAL SOFTWARE LICENSE FEES	27,979.00	
112982	7/14/2016	ROGER ACEVES	DIRECTOR FEES	120.00	
112983	7/14/2016	ASBURY ENVIRONMENTAL SERVI	WASTE OIL RECYCLER	165.00	
112984	7/14/2016	BIG GREEN CLEANING CO. DBA	JANITORIAL SERV./SUPPLIES	5,240.00	
112985	7/14/2016	BNS ELECTRONICS, INC.	SANTA YNEZ SITE RENTAL	271.76	
112986	7/14/2016	BUENA TOOL, INC.	SHOP/B&G SUPPLIES	21.92	
112987	7/14/2016	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	10.45	
112988	7/14/2016	CENTRAL COAST CIRCULATION, L	BUS BOOK DISTRIBUTION	575.00	
112989	7/14/2016	COASTAL HOUSING PARTNERSHIP	MEMBERSHIP DUES	3,650.00	
112990	7/14/2016	COM3 CONSULTING INC.	PROCUREMENT SERVICES	3,300.00	
112991	7/14/2016	COMMUNITY RADIO, INC.	GIB. SITE RENTAL	244.25	
112992	7/14/2016	CIO SOLUTIONS, LP	IT SERVICES	600.00	
112993	7/14/2016	COAST TRUCK PARTS	BUS PARTS	970.86	
112994	7/14/2016	COSTCO WHOLESALE MEMBERSH	MEMBERSHIP	110.00	
112995	7/14/2016	COX COMMUNICATIONS, CORP.	INTERNET & CABLE TV	344.38	
112996	7/14/2016	CUMMINS PACIFIC, LLC	BUS PARTS	0.00	V
112997	7/14/2016	CUMMINS PACIFIC, LLC	BUS PARTS	9,525.24	
112998	7/14/2016	DAVID DAVIS JR.	DIRECTOR FEES	180.00	
112999	7/14/2016	DELTA DENTAL OF CALIFORNIA	DENTAL INSURANCE	10,291.70	
113000	7/14/2016	DELTA DENTAL INSURANCE COM	DENTAL INSURANCE	2,311.80	
113001	7/14/2016	DEFEO MANUFACTURING INC.	BUS PARTS	110.01	
113002	7/14/2016	DOWNTOWN ORGANIZATION, INC.	TC MAINTENANCE	450.00	
113003	7/14/2016	ELECTRONIC DATA MAGNETICS, I	BUS PASSES	5,416.20	
113004	7/14/2016	ERGOMETRICS, INC.	DRIVER TEST SCORING	50.00	
113005	7/14/2016	JERRY ESTRADA	REIMBURSEMENT	84.00	

Check #	Date	Company	Description	Amount	Voids
113006	7/14/2016	FRONTIER CALIFORNIA INC.	TELEPHONES	94.99	
113007	7/14/2016	GIBBS INTERNATIONAL INC	BUS PARTS	2,490.53	
113008	7/14/2016	GILLIG LLC	BUS PARTS	992.38	
113009	7/14/2016	GOODYEAR TIRE & RUBBER CO	LEASED TIRES	35.00	
113010	7/14/2016	GUARDIAN-APPLETON (DENTAL I	DENTAL INSURANCE	4,498.62	
113011	7/14/2016	GUARDIAN-APPLETON (LIFE INS)	LIFE INSURANCE	602.55	
113012	7/14/2016	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	177.95	
113013	7/14/2016	KLIPPEL TOOL REPAIR DBA	COMPRESSORS MAINT/BUS PARTS	157.50	
113014	7/14/2016	LANSPEED DBA	IT SERVICES	102.50	
113015	7/14/2016	LMA ARCHITECTS, CORP.	ARCHITECTURAL SERVICES	6,878.71	
113016	7/14/2016	MANSFIELD OIL CO.- GAINESVILL	BUS FUEL	32,481.83	
113017	7/14/2016	MC CORMIX CORP. (OIL)	LUBRICANTS	2,725.94	
113018	7/14/2016	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	1,658.72	
113019	7/14/2016	MCGOWAN GUNTERMANN	ANNUAL AUDIT	775.00	
113020	7/14/2016	MCMaster-CARR SUPPLY CO.	SHOP/B&G SUPPLIES	183.29	
113021	7/14/2016	MEDICAL EYE SERVICES, INC.	VISION INSURANCE	356.24	
113022	7/14/2016	CHUCK MCQUARY	DIRECTOR FEES	180.00	
113023	7/14/2016	KENNETH B. MILLS	PROCUREMENT SERVICES	2,431.00	
113024	7/14/2016	MISSION LINEN SUPPLY, INC	UNIFORM & LINEN SERVICE	5,751.41	
113025	7/14/2016	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	72.47	
113026	7/14/2016	NEW FLYER INDUSTRIES CANADA	BUS PARTS	164.91	
113027	7/14/2016	NEW PIG CORP.	B/G SUPPLIES (OF)	773.79	
113028	7/14/2016	NEWARK ELECTRONICS, CORP.	BUS PARTS	70.82	
113029	7/14/2016	NU-COOL REDI GREEN, INC	COOLANTS & SHOP SUPPLIES	182.25	
113030	7/14/2016	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	1,199.50	
113031	7/14/2016	OFFICETEAM	TEMPORARY STAFF	3,101.30	
113032	7/14/2016	PERFECT PATTERN DIFFERENTIAL	OVERHAULED TRANSFERS	1,273.72	
113033	7/14/2016	PETTY CASH - ALEXANDER, NANC	MISC. PURCHASES	176.27	
113034	7/14/2016	PACIFIC MATERIALS LABORATOR	WELDING INSPECTIONS	906.00	
113035	7/14/2016	PITNEY BOWES INC	POSTAGE METER QTRLY CHARGES	145.80	
113036	7/14/2016	POWERSTRIDE BATTERY CO.	EV BATTERIES	592.77	
113037	7/14/2016	RAL COMPANY DBA	B&G REPAIRS & SUPPLIES	457.69	
113038	7/14/2016	REPUBLIC ELEVATOR, INC	ELEVATOR MAINTENANCE	158.58	
113039	7/14/2016	ROGERS, SHEFFIELD & CAMPBELL	LEGAL COUNSEL	7,031.81	
113040	7/14/2016	OLIVIA RODRIGUEZ	DIRECTOR FEES	60.00	
113041	7/14/2016	SANTA BARBARA NEWSPRESS D	BUS SCHEDULE BOOKLETS	497.50	
113042	7/14/2016	SILVAS OIL CO., INC.	LUBRICANTS	433.31	
113043	7/14/2016	SPECIAL DISTRICT RISK MGMT	MEDICAL HEALTH INSURANCE	50,544.06	
113044	7/14/2016	SANTA BARBARA COUNTY EHS	ANNUAL HAZMAT PERMIT FEE	47.10	
113045	7/14/2016	WILLIAM JOHN SHELOR	DIRECTOR FEES	180.00	
113046	7/14/2016	SM TIRE, CORP.	BUS TIRE MOUNTING	131.50	

Check #	Date	Company	Description	Amount	Voids
113047	7/14/2016	SMARDAN-HATCHER CO., INC	B&G REPAIRS & SUPPLIES	89.79	
113048	7/14/2016	SO. CAL. EDISON CO.	UTILITIES	1,499.64	
113049	7/14/2016	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	1,479.84	
113050	7/14/2016	STEWART'S DE-ROOTING & PLUM	PLUMBING REPAIRS	604.45	
113051	7/14/2016	THE MEDCENTER	MEDICAL EXAMS	2,024.00	
113052	7/14/2016	DAVID T. TABOR	DIRECTOR FEES	120.00	
113053	7/14/2016	TEAMSTERS MISC SECURITY TRU	UNION MEDICAL INSURANCE	176,399.00	
113054	7/14/2016	J.C. M. AND ASSOCIATES INC.	UNIFORMS	974.84	
113055	7/14/2016	VALLEY POWER SYSTEMS, INC.	BUS PARTS	176.19	
113056	7/14/2016	VENTURA COUNTY STAR DBA	PUBLIC NOTICE ADS	174.76	
113057	7/14/2016	VERIZON WIRELESS	WIRELESS PHONES	1,118.01	
113058	7/14/2016	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	882.40	
113059	7/14/2016	RICHARD WEINBERG	DIRECTOR FEES	120.00	
113060	7/14/2016	WORKER'S COMPENSATION ADMI	PROFESSIONAL SERVICES	13,766.75	
113061	7/14/2016	YELLOW (YRC) TRANSPORTATION	FREIGHT CHARGES	2,140.67	
113062	7/15/2016	VAQUERO SYSTEMS	AVL/SMART CARD SERVICES	25,670.00	
				<b>666,899.77</b>	
				<b>Current Cash Report Voided Checks:</b>	0.00
				<b>Prior Cash Report Voided Checks:</b>	0.00
				<b>Grand Total:</b>	<b>\$666,899.77</b>

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**Santa Barbara Metropolitan Transit District  
Cash Receipts of Accounts Receivable**

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<b>Date</b>	<b>Company</b>	<b>Description</b>	<b>Amount</b>
7/6/2016	Bristol Farms/Lazy Acres	Advertising on Buses	317.00
7/6/2016	Department of Rehabilitation	Passes/Passports Sales	748.00
7/6/2016	Jim Haggerty	Retiree - Vision	12.20
7/6/2016	MacDonald Media	Advertising on Buses	16,383.60
7/8/2016	City of SB - (Downtown Shuttle)	Downtown Shuttle - June '16	89,090.66
7/11/2016	ASTI Holding Company, LLC	Overpass Property Lease - July '16	15,650.26
7/11/2016	Godzilla Graphics	Advertising on Buses	6,382.80
7/11/2016	Montecito Bank & Trust	Advertising on Buses	5,396.00
7/12/2016	Gem Faire, Inc	Advertising on Buses	3,260.00
7/12/2016	UCSB Bookstore	Passes/Passport Sales	6,393.75
7/15/2016	UCSB - Parking Services-7001	Passes/Passports Sales	7,168.00
<b>Total Accounts Receivable Paid During Period</b>			<b>\$150,802.27</b>

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## BOARD OF DIRECTORS REPORT

**MEETING DATE:** JULY 26, 2016

**AGENDA ITEM #:** 7

**TYPE:** INFORMATIONAL

**PREPARED BY:** NANCY ALEXANDER

\_\_\_\_\_  
*Signature*

**REVIEWED BY:** GENERAL MANAGER

\_\_\_\_\_  
*GM Signature*

**SUBJECT: ANNUAL CUSTOMER OUTREACH UPDATE FOR FISCAL YEAR 2015-16**

### **DISCUSSION:**

It has been a very busy year for MTD as it pertains to customer service activities. Each year we reach out to the community a bit more to promote our services. Many local residents rely on public transit to get to their jobs daily. For numerous senior and mobility challenged individuals public transit is their primary source of transportation. Similarly, college, international, and K-12 students are dependent on MTD's public transit service to get to school and their social activities.

To enhance our ability to reach such a diverse group a calendar of events has been posted on Facebook and it covers a variety of topics – from what bus lines go to various museums and events to highlighting some of our star employees. The calendar provides information to our riders of holiday schedules and employment opportunities as well. We are currently working on adding Instagram, as it is the favored social media app for the younger generation and we can use Instagram to link to our Facebook page or direct viewers to our website.

### Business Groups

MTD participated in employee events at both the Santa Barbara and Goleta Cottage Hospitals; where bus pass reimbursement is an employee benefit. Also, CITRIX invited us to join their employee "Earth Day" event for the first time.

### Seniors

MTD customizes its presentation materials for each senior community center visited. The bus stops and routes for their area are highlighted along with what

they can see and do along the route. At the conclusion of each meeting, each attendee is offered a courtesy pass to try our services. The group at El Patio Gardens decided to use their passes to travel downtown together to go to the museum and out to lunch – making a field trip out of it, while having the seniors help each other in getting accustomed to riding public transportation. In addition to the senior communities, our outreach program has participated in Senior Health Day events at Earl Warren, the Santa Barbara YMCA, and the Carpinteria Senior Day.

### Sight Impaired

For the past two years we have been going to the Braille Institute with a bus and driver to hold a “hands on” workshop with the sight impaired students. They learn how find the handrails to get on the bus, hold their pass in the correct direction for insertion into the farebox, and find their seat. Additionally, we talk to them about the positioning of the bus at bus stops, so they can embark and disembark with little or no trouble. The new automated announcement system will be a tremendous help to this group.

### Student Riders

Students come in all ages and we vary our outreach services to the needs of each student population. At SBCC, we have set up tables at alternative transportation events throughout the school year, at the bus stops at the beginning of the school year, and at other times, as needed. This year I spoke to 10 public elementary school assemblies for 6<sup>th</sup> grade students, preparing them for riding the bus over the summer and to junior high school in the fall. Not only did we discuss behavior on the buses, but we covered some real concerns that children have, such as getting lost, losing bus passes and figuring out the cost vs. benefit of the different passes.

We did a hands on practice with bicycle camp in Goleta, Carpinteria and Santa Barbara this year, letting the kids load their bikes on and remove from the bike racks, while discussing tips on safety. Safety Town is always a favorite, where we take a BIG bus and driver out to talk to the pre-K kids and take them for their first experience on a bus. We point out the safety signs and bus stops along the route, ending with a rousing rendition of “The Wheels on the Bus...”

The Youth Art Poster Contest is becoming a new tradition. This is a way to get different after school groups involved in a region wide event, as well as to give the kids something to work toward – prizes and recognition! The City of Santa Barbara’s RAP program director has asked me to come out and speak to the different after school sites about our bus service and the art contest next year, because they really want to put their full support behind it.

### EF International School

During most of the school year (except when they have no new enrollment) we have a customer service representative go out to the school on Monday mornings to sell passes and help the foreign students familiarize themselves with the bus system.

### Spanish Speakers

Brian Ronces, one of our Customer Service Representatives, put his Spanish language skills to use this year by translating at our community meetings. He also did a great job in presenting our bus system presentation in Spanish for a group at La Casa de La Raza. Many of our new Customer Service Representatives are also bi-lingual, so we look forward to expanding our reach into the Hispanic community even more.

### Other Community Outreach Events

- Annual Earth Day Weekend Festival.
- State Street, Milpas and Carpinteria Holiday Parades
- Carpinteria Independence Day Parade.
- Open Streets Festival.

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## BOARD OF DIRECTORS REPORT

**MEETING DATE:** JULY 26, 2016 **AGENDA ITEM #:** 8

**TYPE:** ACTION

**PREPARED BY:** RYAN GRIPP \_\_\_\_\_

*Signature*

**REVIEWED BY:** GENERAL MANAGER \_\_\_\_\_

*GM Signature*

**SUBJECT: Marketing Services RFP Contract Award Recommendation**

### **RECOMMENDATION:**

Based upon the discussion that follows, staff recommends that the Board award the Marketing Services RFP contract to Celtis Ventures, LLC for a not to exceed amount of \$300,000 for a 3-year base period, and two, one-year options. Such contract is for various marketing services including those in the following concentrations: strategic marketing services, public relations management, creative services, social media, and website development.

### **DISCUSSION:**

#### **PROJECT DESCRIPTION**

The purpose of this RFP is to engage a professional marketing firm to strengthen MTD's marketing efforts to more effectively communicate with passengers and the community as a whole. Such communication is even more imperative at the present as MTD rolls out new passenger resources, service enhancements, and facilities improvements.

The Contractor shall provide marketing services to MTD on an as-needed, project-by-project basis. In collaboration with MTD staff, the Contractor will serve as MTD's expert advisor on matters pertaining to marketing and public relations for the District. The Contractor will assist with developing, implementing, and evaluating communications and marketing objectives that meet specific goals and key performance indicators and construct a plan for achieving them. Most importantly, it is incumbent upon the Contractor to identify new opportunities to advance MTD's marketing program.

#### **PROJECT BUDGET & FUNDING**

The budget for the current fiscal year includes \$100,000 in operating funds for year one of the contract and it is anticipated that a similar budget allocation will be applied for years two and three. Although the number and complexity of marketing projects are likely to fluctuate year-to-year, it is anticipated that the \$100,000 budget allocation is sufficient to cover MTD's marketing objectives each fiscal year.

## SOLICITATION PROCESS

Scope of Work Development—The Marketing Services *Scope of Work (SOW)* was developed to fulfill current needs and requirements as well as those that may arise in the next couple of years. The *SOW* identifies concentrations within the marketing trade each firm must be capable of performing, rather than specific projects, to provide MTD with flexibility in establishing deliverables throughout the 3-year base contract term. These concentrations were developed following input from MTD employees including supervisors, staff, and department managers. The end product is considered a team effort that is expected to be well received both by MTD employees and the public at large.

Request for Proposals—The Request for Proposals (RFP) procurement process was used in order to take into account price and other factors related to experience and technical capacity. The RFP was publicly noticed in April, 2016 in the *Ventura County Star* and the *Santa Barbara News-Press*. It was simultaneously emailed to 13 firms indicating interest in the solicitation. Of the 13 firms showing interest from MTD outreach, six were from Santa Barbara. A pre-proposal conference providing firms an opportunity to ask questions and learn more about the RFP from MTD Staff was well attended. Subsequent questions and requests for clarification resulted in one addendum, and the bid process culminated in the receipt of eight proposals by the May, 2016 deadline.

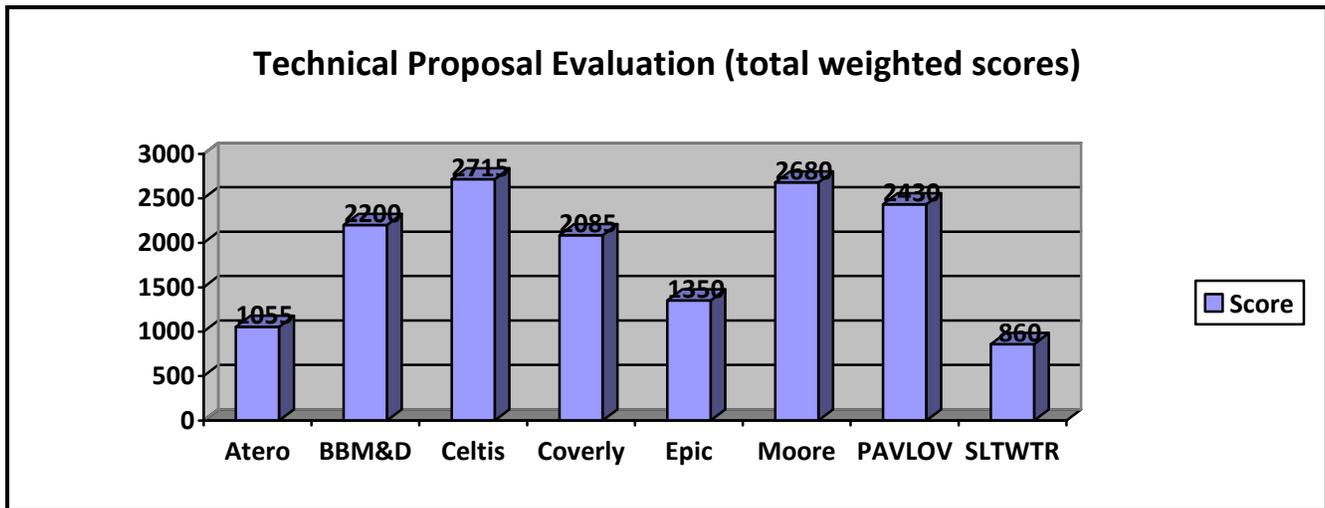
Responsiveness & Responsibility—The proposals were reviewed for “responsiveness” to determine that all required materials, information and forms were provided. All eight proposals/firms were found responsive and thus progressed on to the proposal evaluation stage. After a technical review of the proposals (discussed below), the pool of firms was narrowed to three determined to be in the competitive range for the RFP. Those three proposals/firms were reviewed for “responsibility” which included comprehensive discussions with references and a determination of each firms’ financial capacity to undertake the requirements of the contract. All three proposals/firms were found responsible and thus progressed on to the interview stage.

Proposal Evaluation—Because of the wide ranging marketing concentrations listed in the *Scope of Work*, the evaluation committee was comprised of professionals with diverse marketing expertise. In order to accomplish this, two of the members were invited from agencies outside of MTD. The three-member committee was composed of Cynthia Torres Duque, Communications and Marketing Manager for Gold Coast Transit; Valerie Kushnerov, Community Relations Manager for the City of Goleta; and Cynthia Boche, Assistant Planning Manager for MTD. The committee’s goal was to determine the firms whose proposals most closely met the evaluation criteria established in the Solicitation Instructions of the RFP (i.e., how well the proposal features meet MTD’s requirements).

The technical evaluation was carried out in May, 2016. The committee members independently reviewed each firm’s proposal and came together to score them based upon the following criteria: Demonstrated successful experience performing projects similar to those listed in the *Scope of Work*; experience and expertise of personnel proposed to work on anticipated MTD projects; experience working with transit agencies and/or public entities; and fair and reasonable labor and material costs listed in the *Price Proposal*. Each criterion was weighted by importance according to the following table:

Evaluation Criteria	Weight
Demonstrated successful experience performing projects similar to those in the <i>Scope of Work</i>	40%
Experience and expertise of personnel proposed to work on anticipated MTD projects	25%
Experience working with transit agencies and/or public entities	20%
Fair and reasonable labor and material costs listed in Price Proposal	15%

The committee met over several hours evaluating and discussing the proposals, and individually assigning scores to each of the criteria in a scoresheet. The raw scores from each committee member’s scoresheet were then weighted based upon the table above and totaled. The total out of a possible 3000 points (1000 possible points from each committee member) for each firm is indicated in the following table:



Based on the scores, MTD established the competitive range to include Celtis Ventures, Moore & Associates, and PAVLOV Advertising. The next stage was to contact work and financial references as discussed in the “Responsiveness and Responsibility” section above.

MTD then asked the three firms to visit MTD for interviews. The interview panel was composed of MTD’s General Manager, Jerry Estrada, and MTD’s Assistant Planning Manager, Cynthia Boche. The meetings provided firms an opportunity to further demonstrate how they could meet the requirements of the RFP and allowed the interviewers the opportunity to meet the management and project teams expected to work with MTD. The session for each firm proved very productive and all three firms did a good job of presenting their strengths and answering MTD questions. Nonetheless, the consensus of the interview panel was that Celtis Ventures did a superior job and most closely aligned with MTD’s requirements.

As a result of the interview, MTD decided that it would seek a best and final offer (BAFO) only from Celtis Ventures. Their BAFO was received by the July, 2016 deadline and included a 5% reduction on their fully-loaded, blended hourly rate (now \$95.00 per hour) and confirmation that ancillary expenses (e.g. materials, media buys, out of pocket expenses, etc.) would be billed at cost. Celtis Ventures’ *Price Proposal* was evaluated against all other proposals during the technical evaluation and ranked 4<sup>th</sup> overall. Although their hourly pricing was not the most competitive, the BAFO rate compared with average industry rates appears to be fair and

reasonable. Taking into account all of the evaluation criteria, it is determined that Celtis Ventures, LLC would provide MTD with the most value for the Marketing Services RFP.

### **CONTRACT EXECUTION**

If contract award is authorized by the Board, staff will issue Celtis Ventures a “Notification of Contingent Award” indicating MTD’s intent to execute a contract for the Marketing Services RFP contingent upon receipt of required certificates of insurance. Once required documents are received MTD’s General Manager, Jerry Estrada, will execute the contract with Celtis Ventures, LLC.

# Santa Barbara Metropolitan Transit District

## *Marketing Services*

### MASTER AGREEMENT with CELTIS VENTURES, LLC

THIS AGREEMENT is entered into by and between Santa Barbara Metropolitan Transit District, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code ("MTD"), and Celtis Ventures, LLC, a California limited liability company ("Contractor"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Agreement.

WHEREAS:

- A. MTD desires to engage Contractor to provide MTD with a range of professional marketing services for a three-year period commencing with the effective date of this Agreement (the "Project");
- B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Project pursuant to the terms and conditions hereof, and;
- C. Based upon the representations made by Contractor, MTD desires to retain the services of Contractor to carry out the aforesaid Project, upon the within terms and conditions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
- 2. FTA Provisions. The Project is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3. Public Works Provisions. Not applicable to this agreement.
- 4. Scope of Work. MTD has heretofore issued on April 15, 2016 the Scope of Work contained in Request for Proposal (RFP) for Marketing Services, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
- 5. Submittal and Price Proposal. Contractor has heretofore submitted on July 1, 2016, its best and final offer, including required forms, true copies of which are attached hereto as Exhibit "C" and incorporated herein by reference; and on July 1, 2016 a revised Price Proposal to carry out the Project, true copies of which are attached hereto as Exhibit "D" and incorporated herein by this reference.
- 6. Order of Control. Contractor shall carry out the Project described in Exhibit "B" to this Agreement for the pricing quoted in Exhibit "D". All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B", Exhibit "C", and Exhibit "D".
- 7. Estimated Contract Amount and Delivery Order Pricing. The not to exceed amount of this contract is \$300,000. This amount is a ceiling only and the actual amount may be less depending on actual services ordered by MTD and provided by the Contractor. Individual orders for specific projects will be priced in accordance with this Agreement.
- 8. Payment Schedule. Contractor shall submit monthly invoices to MTD for services rendered or approved expenses incurred for such month. Invoices shall indicate a breakdown for each project invoiced including a description of services provided, Contractor and subcontractor/sub-consultant labor hours by category or individual, materials and supplies, etc. Payment from MTD shall be made to Contractor no later than thirty (30) days after receipt of a valid invoice which shall be sent to: Santa Barbara MTD, Attn: Jerry Estrada, 550 Olive Street, Santa Barbara, CA 93101.

9. Taxes. MTD is exempt from the payment of Federal Excise and Transportation taxes. Unless specified otherwise in the Agreement, MTD is subject to applicable California Sales Tax for Santa Barbara County which shall have been included in the Contractor's proposal price and shall be included on the Contractor's invoice.

10. Project Schedule. To be established for each delivery order.

11. Delivery & Freight. Unless specified otherwise in Exhibit "A" or "B", any item provided under this Agreement shall be delivered FOB Santa Barbara to 550 Olive Street, Santa Barbara, CA 93101. Any Project freight and delivery charges shall have been already included in the Contractor's price and shall not be paid otherwise by MTD.

12. Title & Risk of Loss. The Contractor shall have title to and bear the risk of any loss of or damage to any item provided hereunder until delivered and, if applicable pursuant to this Agreement or standard industry practice, installed or otherwise set up for usage. Upon such delivery and applicable installation and setup, title shall pass from the Contractor to MTD, and the Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from the Contractor's negligence. Such passing of title shall not constitute acceptance of an item by MTD. The Contractor shall further warrant that the title to any item provided hereunder is free from all claims, encumbrances and liens.

13. Damages. All losses or damages arising from any unforeseen circumstances, either natural or artificial, which may be encountered by the Contractor during the performance of the Project under this Agreement shall be sustained solely by the Contractor. This provision shall also apply to losses or damages resulting from any act or omission not authorized by this Agreement on the part of the Contractor or any agent or person employed by the Contractor.

14. Defective, Damaged or Noncompliant Work. Any items, services, work or systems acquired pursuant to this Agreement found to be defective, damaged or non-compliant with the scope of work at the time of delivery or installation shall be replaced by the Contractor without additional cost to MTD. If the Contractor should fail to promptly comply with any order to replace or repair any defective items, services, work or systems, MTD shall have the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Contractor. Nothing in this section shall limit or restrict any warranty provisions of this Agreement or any exhibits hereto.

15. Acceptance. Deliverables to be furnished by the Contractor to MTD pursuant to this Agreement may be subject to acceptance by MTD. If so, MTD shall inspect such deliverables to determine acceptability no later than ten (10) calendar days after said deliverables are received. Acceptance shall occur when it is determined by MTD that deliverables provided are in compliance with the terms of this Agreement.

16. Warranty. The Contractor shall warrant to MTD that, for five (3) years after MTD's full acceptance of items, services, work or systems, each shall conform with the requirements hereof and be free of defects. In addition to other remedies which may be available, MTD may at its option return any non-conforming or defective items to the Contractor and/or require correction or replacement of said item when the defect is discovered, all at the Contractor's risk and expense. If MTD does not require such correction or replacement of non-conforming or defective items, the Contractor shall repay such portion of the payment specified herein or such additional amount as is equitable under the circumstances. The rights of MTD hereunder are in addition to, and not limited by, the Contractor's standard warranties. Acceptance of items, services, work or systems by MTD, or payment therefor, shall not relieve the Contractor of its obligations thereunder.

17. Changes. Any changes or modifications to this Agreement must be in writing, and agreed to by both parties.

18. Insurance.

a. Contractor's Insurance Representations to MTD.

i. It is expressly understood and agreed that the insurance coverages required herein:

A. represent MTD's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and

- B. are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Contractor shall fail to remedy such breach within five (5) business days after written notice by MTD, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by MTD. In the event of any failure to Contractor to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- b. Conditions Affecting All Insurance Required Herein.
- i. Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.
- ii. Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.
- iii. Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.
- iv. Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.
- v. Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- vi. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Contractor to comply with such written notification requirements.
- vii. Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insured coverage shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.
- viii. Waiver of Subrogation. All insurance coverage carried by Contractor required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Contractor waives all rights of action against MTD for such loss.
- ix. Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.
- x. Deductible/Retention. All insurance required for this project shall have a maximum deductible or self-insured retention of \$10,000 per policy.

xi. Claims Against Aggregate. MTD must be notified in writing by Contractor at MTD’s address set forth herein immediately upon knowledge of possible claims against Contractor that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.

c. Commercial General Liability Insurance.

i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.

iii. Amount of Insurance. Coverage shall be provided with limits of not less than:

A. Each Occurrence Limit	\$1,000,000
B. General Aggregate Limit	\$2,000,000
C. Product-Completed Operations Aggregate Limit	\$2,000,000
D. Personal and Advertising Injury Limits	\$1,000,000
E. Fire Damage (any one fire)	\$50,000
F. Medical Expense (any one person)	\$5,000

iv. Required Endorsements.

A. Additional Insured status as required in 18(b)(vii), above.

B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.

C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.

D. Primary Liability, as required in 18(b)(ix), above.

E. Waiver of Subrogation, as required in 18(b)(viii), above.

F. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD of the last bus built pursuant to this Agreement.

d. Auto Liability Insurance.

i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).

ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).

iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.

iv. Required Endorsements.

A. Additional Insured status as required in 18(b)(vii), above.

B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.

C. Waiver of Subrogation, as required in 18(b)(viii), above.

e. Workers’ Compensation/Employer’s Liability Insurance.

i. Coverage. Such insurance shall cover liability arising out of Contractor’s employment of workers and anyone for whom Contractor may be liable for workers’ compensation claims. Workers’ compensation insurance is required, and no “alternative” forms of insurance shall be permitted.

ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:

A. Workers’ Compensation:	Statutory limits
B. Employer’s Liability:	\$1,000,000 each accident and disease.

iii. Required Endorsements.

A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.

B. Waiver of Subrogation, as required in 18(b)(viii), above.

f. Professional Errors & Omissions Liability Insurance.

i. Coverage. Such insurance shall cover claims alleged to arise out of the negligent performance of Contractor's professional services and include Technology Errors and Omissions.

ii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000 annual aggregate.

g. Other Insurance. MTD shall have the right, exercisable in its sole judgment at any time by giving prior written notice thereof to Contractor, to require Contractor to increase the limit and coverage amount of any insurance Contractor is required to maintain pursuant to this Agreement to an amount that MTD may, in its sole judgment, deem reasonably sufficient; and purchase other insurance and/or endorsement in such amounts or types as MTD may reasonably require from time to time.

19. Bonding. Not applicable to this agreement.

20. Termination. For applicable terms, refer to Paragraph 21 (Termination) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".

21. Liquidated Damages. Not applicable to this agreement.

22. Infringement of Patents. The Contractor agrees that it will, at its own expense, defend all suits and proceedings instituted against MTD and pay any award of damages assessed against MTD in such suits or proceedings, insofar as the same are based upon any claim that the items, services, work, systems, or any part thereof, or any tool, or process used in or for the Project, constitutes an infringement of any legal United States copyright or patent. MTD agrees that it will give the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all information, assistance and authority necessary for the Contractor to do so. In case said items, services, work, systems, or any part thereof, or any tool, or process used in or for the Project, is in such suit held to constitute infringement and use of same is enjoined, the Contractor shall, at its own expense and at its option, either procure for the MTD the right to continue using said items, services, work, systems, or any part thereof, or any tool, or process used in or for the Project, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

23. Rights in Data, Definitions. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. Subject data includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software (including, but not limited to, source codes), engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. *MTD Rights.* MTD reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for MTD purposes, any subject data or copyright. As used in the previous sentence, "for MTD purposes," means use only for the direct purposes of MTD. Without the copyright owner's consent, MTD may not extend its license to any other party. *Public Information.* When MTD awards a contract for experimental, developmental, or research work, it is MTD's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless MTD determines otherwise, MTD and the Contractor performing experimental, developmental, or research work required by the contract agrees to permit MTD to make available to the public, either MTD's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data and shall be delivered as MTD may direct.

24. Indemnification. The Contractor shall, to the extent permitted by law protect, indemnify, defend, and hold MTD and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by MTD and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the acts, errors or omissions of the Contractor, including acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the MTD and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The MTD shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The MTD shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The MTD shall have the right to be represented therein by advisory counsel of its own selection at its own expense. The obligations of the Contractor under this clause shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the MTD, its officers, employees, agents or consultants, including negligence in the preparation of the Contract documents, or the giving of directions or instructions with respect to the requirements of the Contract by written order.

25. Notice. Notices in connection with this Agreement shall be made in writing and may be delivered either personally, by governmental postal service (regular, certified or registered), by private delivery service, or by email. Receipt shall be deemed to have occurred when actually made to the party or its designated agent. Such notices shall be properly addressed to the intended party as follows:

MTD:

Jerry Estrada, General Manager  
 Santa Barbara Metropolitan Transit District  
 550 Olive Street  
 Santa Barbara, CA 93101  
[jestrada@sbmtd.gov](mailto:jestrada@sbmtd.gov)

CONTRACTOR:

Matt Raymond, CEO  
 Celtis Ventures, LLC  
 811 N. Catalina Ave., Suite 2006  
 Redondo Beach, CA 90277  
[matt@celtis.com](mailto:matt@celtis.com)

26. Attorney Fees and Costs. In the event of a controversy (including, but not limited to arbitration or a criminal or civil filing in a Federal Court or a court of any of the United States) between the parties with respect to the enforcement or interpretation of this Agreement, the prevailing party in such controversy shall be entitled to receive, in addition to such other award as the court may deem appropriate, full reimbursement for its court costs and reasonable attorney fees incurred therein.

27. Negation of Partnership. This Agreement creates a relationship between two independent contractors and does not, nor may it be interpreted to, create the relationship of joint venturers, partners, employee/employer, or any other business relationship.

28. No Assignment. This Agreement is not assignable by either party, and any attempt by either party to assign its obligations hereunder shall be void ab initio at the election of the other party, which election may be made by written notice within ten (10) days of the non-assigning party's receipt of actual knowledge of such attempted assignment. Notwithstanding the foregoing, however, at the election of the other party, the obligations and burdens of a party shall bind and apply to any permitted successor in interest or assignee of the business and/or operations of a party.

29. Partial Invalidity. In the event that any portion of this Agreement or any provision hereof shall be deemed as invalid as contrary to applicable law, the balance of this Agreement shall be enforced according to its term, and that portion found unenforceable shall be interpreted and enforced to the extent that it may be within said applicable laws.

30. Disputes. This Agreement shall be construed and all disputes arising therefrom shall be settled in accordance with the laws of the State of California. Venue for any dispute arising under this Agreement shall be in Santa Barbara, California. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then pertaining (available at [www.adr.org](http://www.adr.org)), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within twenty business days from commencement of the arbitration from the AAA’s National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures, including reasonable limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the AAA and adhered to by the Parties. The arbitration shall be held in Santa Barbara, California and the arbitrator shall apply the substantive law of California, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Prior to commencement of arbitration, emergency relief is available from any court to avoid irreparable harm. THE ARBITRATOR SHALL NOT AWARD EITHER PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES. Prior to commencement of arbitration, however, the Parties must attempt to mediate their dispute using a professional mediator from AAA, the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of 45 days after the request for mediation, the Parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than 45 days absent agreement of the Parties or interfere with the availability of emergency relief.

31. Prohibited Interest. The parties hereto covenant and agree that to their knowledge no board member, officer, or employee of MTD, during his/her tenure or for one year thereafter, has any interest, whether contractual, non contractual, financial or otherwise, in this transaction, or in the business of a contracting party other than MTD. If any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4, Chapter 1, Divisions 4 and 4.5, Title I of the Government Code of the State of California.

32. Compliance with Laws and Regulations. Contractor shall warrant that in the performance of work under contract to MTD that they shall comply with all applicable federal, state and local laws and ordinances, and all lawful orders, rules, and regulations thereunder.

33. Audit and Inspection of Records. The Contractor shall agree that all materials supplied and services performed under the Project, facilities used in connection therewith, and records and documentation thereunto appertaining shall be subject to inspection, test, or audit by duly authorized representatives of MTD and the State of California. The Contractor agrees to maintain all required records relating to the Project for at least three years after MTD makes final payment and all other pending matters are closed.

34. Equal Employment Opportunity. For applicable terms, refer to Paragraph 24 (Civil Rights Requirements) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".

35. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and shall be deemed to supersede and cancel any and all previous representations, understandings, or agreements between MTD and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

36. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

37. Counterparts & Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a scanned and emailed signature may substitute for and have the same legal effect as the original signature.

38. **Qualifications.** Contractor or Contractor’s representative (Contractor) certifies that Contractor is qualified to do business and is in good standing in the State of California, and that Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

SANTA BARBARA MTD

CELTIS VENTURES, LLC

\_\_\_\_\_  
Jerry Estrada, General Manager

\_\_\_\_\_  
Matt Raymond, CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

**FEDERAL TRANSIT ADMINISTRATION  
CONTRACT PROVISIONS**

*Marketing Services – Celtis Ventures, LLC*

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1. **FLY AMERICA REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**
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3. **CHARTER BUS & SCHOOL BUS REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**
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5. **SEISMIC SAFETY REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**
6. **ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this section in all subcontracts.

#### 7. **CLEAN WATER REQUIREMENTS**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this section in all subcontracts.

#### 8. **BUS TESTING—NOT APPLICABLE TO THIS CONTRACT**

#### 9. **PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**

#### 10. **LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(c) The Contractor shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

[Note: The Contractor shall have previously submitted to MTD a separately signed Lobbying Certification containing the above language for itself and any subcontracts exceeding \$100,000 as a condition of contract award.]

#### **11. ACCESS TO RECORDS & REPORTS**

(a) The Contractor agrees to provide MTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) If contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to MTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until MTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### **12. FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between MTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **13. BONDING REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**

#### **14. CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **15. RECYCLED PRODUCTS—NOT APPLICABLE TO THIS CONTRACT**

#### **16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS—NOT APPLICABLE TO THIS CONTRACT**

#### **17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT—NOT APPLICABLE TO THIS CONTRACT**

#### **18. [RESERVED]**

#### **19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(a) MTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject

to any obligations or liabilities to MTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 20. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS

a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 21. TERMINATION

(a) Termination for Convenience: MTD, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, MTD shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(b) Termination for Default

(1) If the Contractor fails to perform the services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, MTD may terminate this contract for default. MTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

(2) If this contract is terminated while the Contractor has possession of MTD goods, the Contractor shall, upon direction of MTD, protect and preserve the goods until surrendered to MTD or its agent. The Contractor and MTD shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

(3) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of parties shall be the same as if the termination had been issued for the convenience of MTD.

## 22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by MTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while

this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 23. PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### 24. CIVIL RIGHTS REQUIREMENTS

(a) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### 25. BREACHES & DISPUTE RESOLUTION

Paragraph 30 of the *MTD Master Agreement* regarding disputes shall be deemed satisfactory to meet the federal requirements for dispute resolution. The Contractor agrees to include the requirements of said Paragraph 30 in all subcontracts

**26. PATENT & RIGHTS IN DATA**

(a) Rights in Data: This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(A) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(B) In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(i) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(ii) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(D) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(F) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c),

and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(G) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(b) Patent Rights: The following requirements apply to each contract involving experimental, developmental, or research work:

(1) If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## **27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS—NOT APPLICABLE TO THIS CONTRACT**

## **28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTD's overall goal for DBE participation is 2.9%. A separate contract goal has not been established for this procurement.

(b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MTD. In addition, the Contractor may not hold retainage from its subcontractors.

(e) Contractor must promptly notify MTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTD.

**29. [RESERVED]****30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests which would cause MTD to be in violation of the FTA terms and conditions. The Contractor agrees to include the requirements of this section in all subcontracts.

**31. DRUG & ALCOHOL TESTING—NOT APPLICABLE TO THIS CONTRACT****32. INTELLIGENT TRANSPORTATION SYSTEM (ITS)—NOT APPLICABLE TO THIS CONTRACT**

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# EXHIBIT B

## Santa Barbara Metropolitan Transit District Marketing Services Scope of Work

- I. Background Overview—The Santa Barbara Metropolitan Transit District (“MTD”) is a California special district providing public transportation to the South Coast of Santa Barbara County. MTD bus service is key to enabling thousands of people to get to and from work, school, medical facilities, etc. on a daily basis. As a public service provider, it is imperative that MTD have a robust marketing platform to communicate effectively with passengers and the community as a whole.
- II. General Description—The Contractor shall provide marketing services to MTD on an as-needed, project-by-project basis. MTD is looking for a Contractor to assist with projects in various concentrations of general marketing services including: strategic marketing services, public relations management, creative services, social media, and website development. In collaboration with MTD staff, the Contractor will serve as MTD’s expert advisor on all matters pertaining to marketing and public relations. The Contractor will assist with developing, implementing, and evaluating communications and marketing objectives that meet specific goals and key performance indicators and construct a plan for achieving them. Finally, the Contractor will assist in identifying additional opportunities that will strengthen MTD’s marketing program.
- III. Anticipated Projects/Assignments—Although specific projects/assignments are not determined with certainty nor guaranteed, it is anticipated that such work will include or be similar to the following:
  - 1) Strategic Marketing Services:
    - Provide strategic campaign support, including planning, development, execution, and multi-channel outreach.
    - Work with MTD staff to plan launch events to engage current and potential transit users.
    - Assist with developing benchmarks for measuring the success of MTD’s communications and marketing programs and identify tools for ongoing evaluation. Make recommendations for improvement.
  - 2) Public Relations Management:
    - Manage public relations sources to accomplish the objectives as indicated by MTD.
    - Assist in the development of news releases, editorials, annual reports, newsletters, briefs and feature articles.
    - Recommend and assist with other public relations, publicity efforts, and related services as requested by MTD.
  - 3) Creative Services:
    - Perform media production services such as creative concept, graphic design, photography, content development for digital, print, and collateral material, copyright, etc.
    - Perform film, video, radio, and other mainstream media production and post-production, including: creative concept, development, casting, talent/ownership negotiations, shooting, editing, dubbing, and distribution.
    - Advise MTD on maintaining brand consistency and make recommendations related to brand advancement, including the development of branded materials.
  - 4) Social Media:
    - Establish a consistent social media identity to communicate with transit users and stakeholders about daily operations, service changes, implementation of new technology, etc., and to create a forum for receiving feedback and providing education about MTD services.

- Provide expertise in the execution and measurement of social media driven contests and campaigns.
- Provide input on all current and evolving social media channels, including knowledge of how and whether to incorporate them into the marketing strategy.
- Develop engaging graphic and written content for all social media channels.

5) Website Development:

- Provide website design and content recommendations and carry out any necessary changes, which may include a full or partial redesign of existing content.
- Website services may include backend database design, support, and maintenance.

- IV. Procedure to Order Services—When marketing services are needed, MTD will issue to the Contractor a Request for Quotation (RFQ) that will include a description of the preliminary project scope of work. Such requests will typically be for a fixed price quote, although other contract types may be considered. In response, the Contractor shall provide MTD with a quote for the project work that includes a price breakdown of: professional services by labor category and hours; materials (e.g., print materials) or other services by type and quantity; and a description and price for any other components of the quote. Other than the labor or material unit prices fixed by the Marketing Services contract, components of the quote are subject to review by MTD. Additional information may be requested by MTD to assist in evaluating that the quote is fair and reasonable.
- V. Complete Projects—This Scope of Work does not include a complete description of all services or processes that may be required to carry out each ordered project or task. This Scope of Work is provided only for matters considered key to the project. Except as described herein, Contractor shall provide all marketing services necessary to properly complete each ordered project.

## EXHIBIT C

CELTIS VENTURES LLC  
Matt Raymond  
*President & CEO*

811 North Catalina Avenue  
Suite 2006  
Redondo Beach, CA 90277

P 310-374-7570  
C 213-379-1134  
matt@celtis.com | celtis.com

# PROPOSAL

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## Marketing Services RFP BAFO

Celtis

MARKETING • BRAND MANAGEMENT • COMMUNICATIONS

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May 11, 2016

Santa Barbara Metropolitan Transit District  
550 Olive Street  
Santa Barbara, CA 93101

Re: Response to Marketing Services RFP

Celtis Ventures is pleased to submit a proposal for MTD Marketing Services. We know we can increase awareness, perception and ridership among the target markets identified and develop an MTD Marketing Program second to none. Our goal is to leverage the brilliant branding work already done by MTD and implement a comprehensive marketing strategy that maximizes ridership opportunities for MTD buses. We will build greater brand and organizational recognition through a cohesive communications format that will maximize all efforts up to date to best serve the organization and its customers.

Celtis Ventures values the opportunity to work with MTD to provide a comprehensive, strategic and compelling marketing. Celtis has assembled a team with proven ability to research, advise and create, design and implement brand strategies that speak constituents. We see great things ahead for MTD and want to contribute in every way possible.

We confirm that all key staff listed in this proposal are to remain part of the project team for the duration of the one year projects, should Celtis be awarded any or all of the contracts. If any changes occur that they will be submitted to MTD for review and acceptance. Celtis acknowledges receipt of all addendums. All information listed, described and presented is correct and accurate and shall remain so for 160 days past the submission date of Thursday, May 12, 2016.

Regards,

A handwritten signature in blue ink, appearing to read "Matt Raymond".

Matt Raymond  
President/CEO  
Celtis Ventures LLC



# EXHIBIT C

# What MTD can expect

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1. Growth in every market category
2. A defensible and quantifiable end-to-end strategic approach
3. An invigorated, attractive, recognizable, engaging brand that builds on everything MTD has done to date
4. State of the art digital engagement that energizes target audiences
5. An engaging and professional voice (written, digital and spoken)
6. Proven systems for developing and delivering creative and informational materials
7. Incredibly thoughtful, intuitive and effective print and digital design for all publications, customer materials, mailers, brochures, posters, etc.
8. Added value through a knowledgeable partner with a true understanding of how to succeed in a complex operating environment
9. An enviable brand that builds on the work done to date - and carries MTD to a new level of understanding and support
10. A path forward

# Why Celtis

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1. Data-compelled approach (every strategic move is based on data and research)
2. Results-driven focus (the Celtis principal increased transit ridership 27% for RTD, Denver; 19% for DART, Dallas; and 15% for Metro, Los Angeles)
3. Established “end-to-end” engagement strategy
4. Exceptional team assembled to specifically meet MTD needs
5. Active partner in all facets of marketing, brand management and customer engagement
6. Incredibly thoughtful and effective print, broadcast and digital design
7. In-depth appreciation of your business, customers and constituents
8. True understanding of your internal and external operating environment, diverse markets and market potential
9. History of delivering superior results (see item 2)
10. Proven record of success (on both sides of the table - 23 years on the agency side and 4 years building an impressive client base)

# Celtis Marketing and Branding Experience

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**PAST: 20+ years on the client's side**



**PRESENT: Rapidly growing client base**



# When you partner with Celtis...

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## ***Clear Expectations***

**You'll have a dynamic team of professionals** capable of exceeding all of the stated goals and worthy aspirations set forth in MTD's request for consultant proposals to develop and implement a plan for a comprehensive marketing and branding strategy.

## ***Collaborative Engagement***

**With a track record for launching nationally recognized branding programs.** The delivered results beyond awareness and recognition but actually delivered desired organizational and operational performance metrics.

## ***A Path Forward***

**Unparalleled success moving the needle.** Delivering results is what Celtis does best. Increasing awareness, improving perception, engaging potential customers, driving use or creating brand new markets, is exactly what Celtis is all about.

## ***Real-world Experience***

**Transportation marketing experience second to none.** Members of the Celtis team were directly responsible for establishing the Metro brand (a shift away from MTA), an effort that led to over 100 awards and was featured in the New York Times, the Los Angeles Times, Communication Arts, Creative Review, Fast Company, Print, STEP Inside Design, HOW and Los Angeles magazines. In 2008, Metro received a REBRAND Best Of Award that led to the passage of Measure R, a ½-cent transportation sales tax.

## ***No Surprises***

**In-depth understanding of building ridership.** Celtis brings experience honed through actual effort. This means that all campaign concepts will be based on real problems and proven solutions, leading to a more effective result.

## ***Regular Reporting***

**A constant exchange of ideas.** We build off of engagement with our partners. The best idea wins - regardless of where it comes from. Celtis engages with its clients for optimal outcomes and regular reporting of progress.

## ***Results***

**Success at every level.** The Celtis team is a strike force of marketing and communications executives and professionals who have worked side by side throughout the years to deliver unprecedented results

# About Celtis

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Celtis Ventures LLC is a full service marketing and communications firm specializing in transforming public brands. Matt Raymond, the founder and CEO, has thrived in strategic marketing and management in rail and public transportation for the past 30 years. He's invigorated public transportation use in Denver, Dallas, and Los Angeles and contributed to unseen levels of performance, productivity and prosperity, including record ridership growth (25%+) in each market.

Matt spent over a decade as chief communications officer for the Los Angeles County Metropolitan Transportation Authority (Metro) where he led one of the most aggressive and successful rebranding efforts in the transportation industry. His work has been studied by Harvard, UCLA, the Federal GOA, AASHTO and EMBARQ, and the City Fix and featured in Communication Arts, Fast Company, HOW and Print magazines. While Matt was at Metro, it was honored as the first public agency ever to receive the global "Rebrand" award - the highest international recognition for excellence in brand transformation and repositioning.

Always approaching challenges from a customer's perspective, Matt was responsible for transforming Los Angeles County's MTA into Metro - a branding effort that resulted in a 50% increase in discretionary transit use, a 40% increase revenue, and the 2008 passage of Measure R - a half-cent sales tax that will generate \$40 billion over thirty years to improve transportation in Los Angeles County. Matt departed Metro to create Celtis as a means of helping agencies in search of realistic solutions and executional excellence.

Celtis will assess end-to-end communications and the public brand while building public support and positioning for success. Celtis, with a rapidly growing list of clients (VCTC, SANBAG, LA Trade Tech, OCTA, Metro, VIA, Big Blue Bus, Montebello, Santa Monica, and more) provides a full spectrum of marketing, advertising, graphic design outreach and strategic communications services - all designed to deliver every objective and exceed every goal.

Celtis uses the "Make It Fun" philosophical approach to business, communications and brand. The belief, backed by experience, is that if you want people to engage, you have to make it familiar, uplifting and nurturing - FUN. By creating a *FUN* relationship with constituents, we build a sense of pride and ownership in every community and transform individuals and organizations into invested stakeholders, loyal customers and adoring fans.

Celtis offers top talent from around the country. These are individuals with great understanding of your operational environment and appreciative of your needs and values. They know exactly how to position challenges and opportunities for the greatest success. Celtis creates a project team specifically designed for you.

# Major Projects and Initiatives

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## RAIL

- 2012 Opened LA Metro Expo Rail Line - light rail in West Los Angeles
- 2010 Opened LA Metro Silver Line - linking two express ways - 20% growth
- 2009 Extended LA Metro Gold Rail Line to East Los Angeles
- 2003 Opened LA Metro Gold Line to Pasadena
- 2001 Connected Dallas and Ft. Worth with TRE Commuter Rail line
- 2001 Extended DART Rail east to White Rock
- 2001 Restructured DART bus system to operate in concert with rail
- 2000 Opened CityPlace Station - first subway station in Dallas
- 2000 Extended Trinity Railway Express (TRE) commuter rail to DFW Airport
- 1999 Opened DART Transit Center in Addison - first joint development
- 1997 Extended DART Rail to South Dallas - completing rail starter system
- 1997 Extended DART Rail to North Dallas
- 1996 Opened Trinity Railway Express (TRE) - DFW commuter rail line
- 1996 Opened first DART Light Rail Line - 11.2 miles to south Dallas
- 1994 Opened RTD Light Rail - first light rail system in Denver

## SYSTEM/FARE STRUCTURE

- 2011 Developed largest transit-based smart card system in U.S.
- 2005 Redesigned LA Metro's fare structure; new Day Pass; first in 14 years
- 2002 Redesign DART fare structure - new Day Pass; increased revenue 30%
- 1991 Developed "Eco Pass" - Federal GAO called it "best transit pass in the country"
- 2010 Introduced Transit Access Pass (TAP)- universal smart-card system

## HIGHWAYS/ROADS

- 2012 Created largest vanpool program in U.S. - fleet of 1,500
- 2000 Extended High Occupancy Vehicle (HOV) Lane on LBJ
- 1997 Opened High Occupancy Vehicle (HOV) lanes on LBJ in Dallas
- 1996 Opened High Occupancy Vehicle (HOV) lane - I-35 E in Dallas

## PUBLIC TRANSPORTATION

- 2007 Opened Metro Orange Line - first busway in U.S.
- 2004 Launched new Metro Fleet - brightly colored buses transformed brand
- 2002 Launched Metro Rapid in Los Angeles - 28-line BRT system
- 1995 Introduced SkyRide - Express bus network to DIA
- 1994 Opened RTD Downtown Express bus and carpool lane in Denver

## BRAND INITIATIVES

- 2015 Created new brand for LA Trade Tech - Transportation Workforce institute
- 2014 Completed Brand Assessment of VIA - San Antonio's Regional System
- 2014 Completed support study for regional Access services in L.A. County
- 2009 Achieved 40% growth in transit ridership and revenue in LA - car capital
- 2008 Led 68% passage of Measure R - 30-year ½ cent transportation sales tax
- 2006 Redesigned LA Metro's customer information - standard signs, maps
- 2003 Implemented "Safety's First" initiative - improving safety system-wide
- 1992 Created complete line of transit and rideshare programs for business

# Capability Statement

Celtis Ventures LLC (Celtis) is solely focused on your success. A full-service communications and marketing firm, specializing in end-to-end brand management, Celtis invests in top talent to ensure organizations rapidly achieve objectives and continually exceed goals. Celtis provides unattainable talent and expertise to augment critical efforts, support strategic actions and drive business.

## MARKETING

- Brand management
- Strategic planning
- Customer generation
- Revenue maximization

## COMMUNICATIONS/OUTREACH

- Communication reviews
- Positioning studies
- Public Relations
- Government relations
- Crisis Communications
- Outreach
- Election preparation

## BRANDING

- End-to-end consumer experience
- Comprehensive system design
- Graphic and operating standards

## REVENUE STRUCTURES/SYSTEMS

- Pricing strategies
- Tariff policies and fare structures
- Smart card deployment
- Fare media management
- Fare media and pass products
- Revenue contract management

## CUSTOMER SERVICES

- Service reviews
- Customer contact analysis
- Call center management
- Customer environments
- Maps and wayfinding
- Customer satisfaction studies

## CREATIVE SERVICES

- Graphic design
- Graphic standards
- Writing services

## ADVERTISING

- Campaign development
- Graphic design
- Copywriting
- Media planning

## DIGITAL MEDIA

- E-Marketing
- Website development
- Social media management
- Content management
- Mobile applications

## PRODUCTION

- Print
- Collateral
- Broadcast
- Video
- Direct mail

## PROJECT/EVENT MANAGEMENT

- Service introductions
- Rail openings
- Community outreach/events
- Safety communications
- Business mitigation
- Metric evaluation/optimization
- Implementation of best practices

## COMPANY DATA

### YEAR OF ESTABLISHMENT:

2012 in California

### CORPORATION TYPE:

LLC

### FEDERAL ID:

[REDACTED]

### NAICS:

54161, 541613,  
54182, 54182,  
541430

### CONTACT INFORMATION:

Matt Raymond  
President & CEO

[REDACTED]

Celtis.com

### BUSINESS LOCATION:

811 North Catalina  
Suite 2006  
Redondo Beach, CA  
90277

# Honors and Awards

Celtis Ventures LLC, was started in 2012 by Matt Raymond, who was formerly Chief Communications Officer of LA Metro for eleven years.

In those eleven years, Metro received over 100 awards, including honors from the American Public Transit Association (APTA), the Society of Environmental Graphic Designers and the Public Relations Society of America.

Metro's work is included in AIGA's Design Archives and has been featured in the New York Times, the Los Angeles Times, Communication Arts, Creative Review, Fast Company, Print, STEP Inside Design, HOW and Los Angeles magazines.

In 2006, APTA named Metro the nation's Outstanding Transportation System, and in 2008, Metro received a REBRAND 100 Best Of Award. In 2009, the Washington DC-based sustainable transit think-tank, EMBARQ, created a short film profiling Metro's approach to promoting transit.



Dozens of Publication Features



Over 100 Industry Awards



REGIONAL DESIGN  
AWARD  
PRINT MAGAZINE  
'10, '06, '04, '03

ASSOCIATION  
COMPASS AWARD  
TRANSPORTATION  
MARKETING AND  
COMMUNICATION  
'09, '08, '07, '05

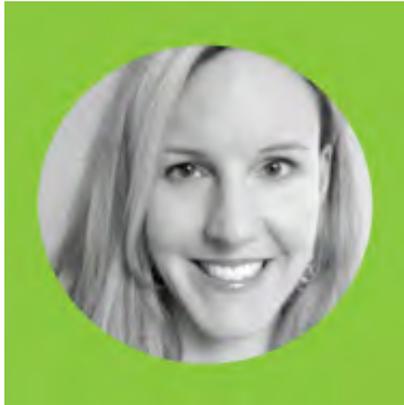


## EXHIBIT C

# THE TEAM



Matt Raymond  
**Marketing and  
Branding Specialist**



Devon Cichoski  
**Project Director**



Sarah Winfrey  
**Project Manager**

Matt oversaw a comprehensive communications program, a staff of nearly 300 and a budget in excess of \$75 million. In addition to several major capital project Introductions, Matt has elevated the brand recognition and perception of Metro to record levels. Boardings, customer satisfaction, revenues and nearly every other leading indicator reached all-time highs. Matt initiated and led the agency's efforts to place a sales tax increase measure on LA County's election ballot in 2008. The measure passed by the required two-thirds majority, providing Metro with a 30-year, \$40 billion fund solely earmarked for transportation improvement projects. Prior to joining Metro, Matt headed the marketing and advertising efforts for Dallas Area Rapid Transit (DART) and Denver, Colorado's Regional Transportation District (RTD). Matt holds a Master's Degree in marketing and a Master's Degree in public administration from the University of Colorado at Denver. He is also a lecturer and teaches at the The Mineta Transportation Institute.

Devon leads Celtis' operations. A seasoned communications professional, she brings 17 years of experience in community outreach, media relations and marketing for transportation agencies and corporations. From 2002-2011, she managed community relations for Los Angeles County Metro, leading marketing and outreach campaigns for high-profile transportation projects such as: the I-405 Sepulveda Pass Improvements Project, the I-710 Corridor Project, and the Metro Orange Line construction. Prior to joining Metro, she worked for a boutique PR firm in Seattle, whose clients included Sound Transit, Washington State Ferries and the Washington Department of Transportation. In 2011, Devon served as Media Relations Manager for SolarWorld, in Camarillo and served on the board of the Ventura County Economic Development Association. Devon holds a BA from Northwestern University and a teaching credential from California State University, Long Beach.

Sarah Winfrey has over 10 years of experience in strategic communications and marketing building brand awareness and identity. Sarah has managed marketing campaigns for City of Hope and the Los Angeles County Metropolitan Transportation Authority. Sarah managed strategic partnerships with more than 40 corporate partners, 16 of whom are ranked among Fortune 500 companies. Sarah worked to implement City of Hope's first-ever national advertising campaign and worked with both digital and print media to garner increased awareness that translated into increased programs and funding. Sarah has a BA from California State University, Fullerton in Communications with an emphasis in Public Relations.

## EXHIBIT C



Cynthia Gibson  
**Public Relations  
Director**

Cynthia is marketing professional skilled in public relations, project management and communications,. She is known for developing and implementing creative strategies that position services, products and organizations to appeal to specific target markets. Cynthia has worked with public and private corporations, municipalities, non-profit agencies, small businesses, graphic designers and entrepreneurs. Recognized for her creativity and results-driven approach, Cynthia offers innovative communications solutions a creative approach to communications. She holds a Bachelors of Arts Degree in marketing and communications from California State University, Fullerton and is WMBE certified.



Lynda Bybee  
**Project Manager**

Lynda developed and implemented internationally recognized public outreach programs for Los Angeles Metro that have been successfully completed and placed in operation for all Metro projects since 1994. These include the Red Line Vermont, Hollywood, and North Hollywood subway; the Orange Line bus rapid transit, and the Gold Line to Pasadena and East Los Angeles. She also was responsible for the opening weekend of the Red Line to North Hollywood, an event attracting 500,000 people.



Ned Racine  
**Communications Manager**

Ned has worked in public transportation communications for 20 years, commencing with construction of the Metro Red Line subway. His development and management of social media for the I-405 Sepulveda Pass Improvements achieved worldwide attention, creating an online Carmageddon communications community. Ned served as editor of MyMetro.net, Metro's corporate intranet newsletter, as well as editor of *Metro Quarterly*, the agency's flagship publication for stakeholders and funding sources.

## EXHIBIT C



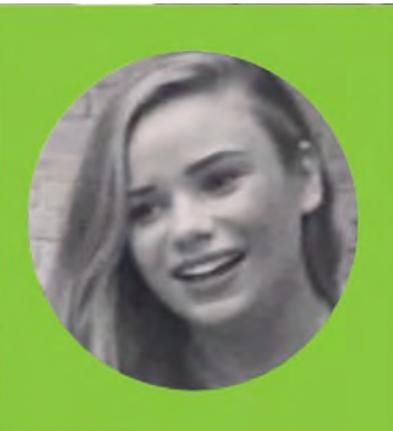
Neil Sadler  
**Executive Creative  
Director**

From London to San Francisco to Los Angeles to New York, Global Creative Director, Neil Sadler, has been the graphic innovator for multiple transportation systems - including the award-winning rebrand of LA Metro. In addition to transportation, Neil has worked with Johnson and Johnson rebranding household names like Listerine, Benadryl, Tylenol, Band-Aid and with Meta design and premiere clients like Bank of America, Canadian Airlines and US West. Has also worked on projects with BART, Netflix, Wells Fargo, and Nissan. He specializes in end-to-end branding and agency identity. Neil has a BA (with honors) in Visual Communication Design at Ravensborne.



Georgina Artiga  
**Graphic Designer**

Georgina, born in Argentina but raised in southern California, is a versatile designer with 10 years expertise in print, product and environmental design. She holds a BA in Communications with focus on Graphic Design from Otis College of Art and Design, where her senior thesis was based on the Los Angeles Metro. She later went on to work for Metro designing materials ranging from rail promotional brochures to station identity signage. She loves to travel and makes sure to take public transportation in every city she visits.



Emily Imbrecht  
**Design Coordinator**

Emily is a graphic designer and production coordinator, who has worked with several transit agencies including Montebello Bus Lines, San Antonio VIA, Santa Monica Big Blue Bus and Access Services. Emily has recently been working on outreach design for the construction of Santa Monica's Colorado Esplanade project. Emily is a skilled photographer and artist and even designed a line of clothing. Emily is a graduate from the University of California, Santa Barbara and holds a Bachelors Degree in Fine Arts.

## EXHIBIT C



Cristina Bonnici  
**Project Coordinator**

Cristina has over 9 years of experience in multiple facets of communications. She has worked on projects in the public, private, and nonprofit sectors, having worked for Taco Bell Corporate, The Golden Globes, Cal-State Fullerton, and the American Foundation for Suicide Prevention, taking on roles in marketing, design, and community engagement. Coming from a background in film she understands not only budget, organization, media, and design, but how to engage an audience and encourage crowd participation by making them invested in the story being told. Cristina received her Bachelor's degree in Radio/TV/Film from California State University, Fullerton in 2012 and is currently working toward her MBA.



Trevor Cigich  
**Communications  
Coordinator**

Trevor is an expert Social Media Coordinator who has a keen eye for design and layout. He has built and advised multiple social media outlets for collegiate level sports teams with great success. The past four years, Trevor has concentrated on successfully building the brand of Titan Ice Hockey at Cal State University of Fullerton. An expert communicator, he prides himself with his customer interactions and believes that customer-service is essential to ensure long lasting business relationships. Trevor is a recent graduate from Cal State University of Fullerton and holds a degree in Communications Advertising.

# Key Subcontractors

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## Susana Andres

Susana Andres is a bilingual project manager with experience developing and launching major campaigns, building brand equity and providing outreach support to capital improvement projects, public affairs efforts and transportation services. Having spent nearly ten years at LA Metro, managing their most signature campaigns and media efforts, Susana now offers her marketing and account expertise to clients in Southern California.

**Susana's role:** Bilingual communications and account support

## VISIONALITY

Visionality helps organizations achieve their next big thing. We are in the business of changing the world, starting with our local Ventura County community. Our areas of focus are: organizational development, project management and community event coordination. EBC helps high-potential organizations align strategy and detail and focus on simple solutions with holistic, straight-forward approach.

**EBC's role :** Event support

## FM3

### **Public Opinion Research and Strategy**

For over 30 years, FM3 has provided clients with custom-designed quantitative and qualitative opinion research and effective strategic advice. FM3 offers individualized attention and insight with direct involvement of principals. They employ sophisticated analytical tools and interpret results in clear, understandable actionable terms that achieve their clients goals.

**FM3's role :** Research support

## EXHIBIT C



Emily Barany, Visionality  
**Event Specialist**

Emily Barany is a nonprofit and business consultant specializing in project management organizational development and community event planning. Her clients include the Ventura County Civic Alliance, Ventura County Economic Development Association, Ventura Botanical Garden and Ventura County Housing Trust Fund. Prior to founding EBC, Emily worked as a project coordinator for Dyer Sheehan Group. She holds a bachelor's degree in Communications and German from California Lutheran University and serves on the board of Women's Economic Ventures.



Richard Bernard, PhD  
**Research Consultant**

Dr. Richard Bernard, of FM3, has written surveys, conducted focus groups and provided strategic advice for a diverse set of clients including government agencies, non-profit groups and for-profit firms. Dr. Bernard has worked extensively on social issues throughout California including work for Los Angeles County Metropolitan Transportation Authority (Metro) in their successful Measure R efforts and subsequent branding outreach. Dr. Bernard has extensive knowledge of transportation issues and was the lead researcher for many organizations, such as the California Transit Association, Metrolink, Ventura County Transportation Commission, the Southern California Association of Governments (SCAG), Santa Barbara County Association of Governments, Nevada County Transportation Commission and the Bay Area Rapid Transit (BART). Richard Bernard received an Honors B.A. at York University, an M.A. at McGill University and a Ph.D. at UCLA in Sociology.

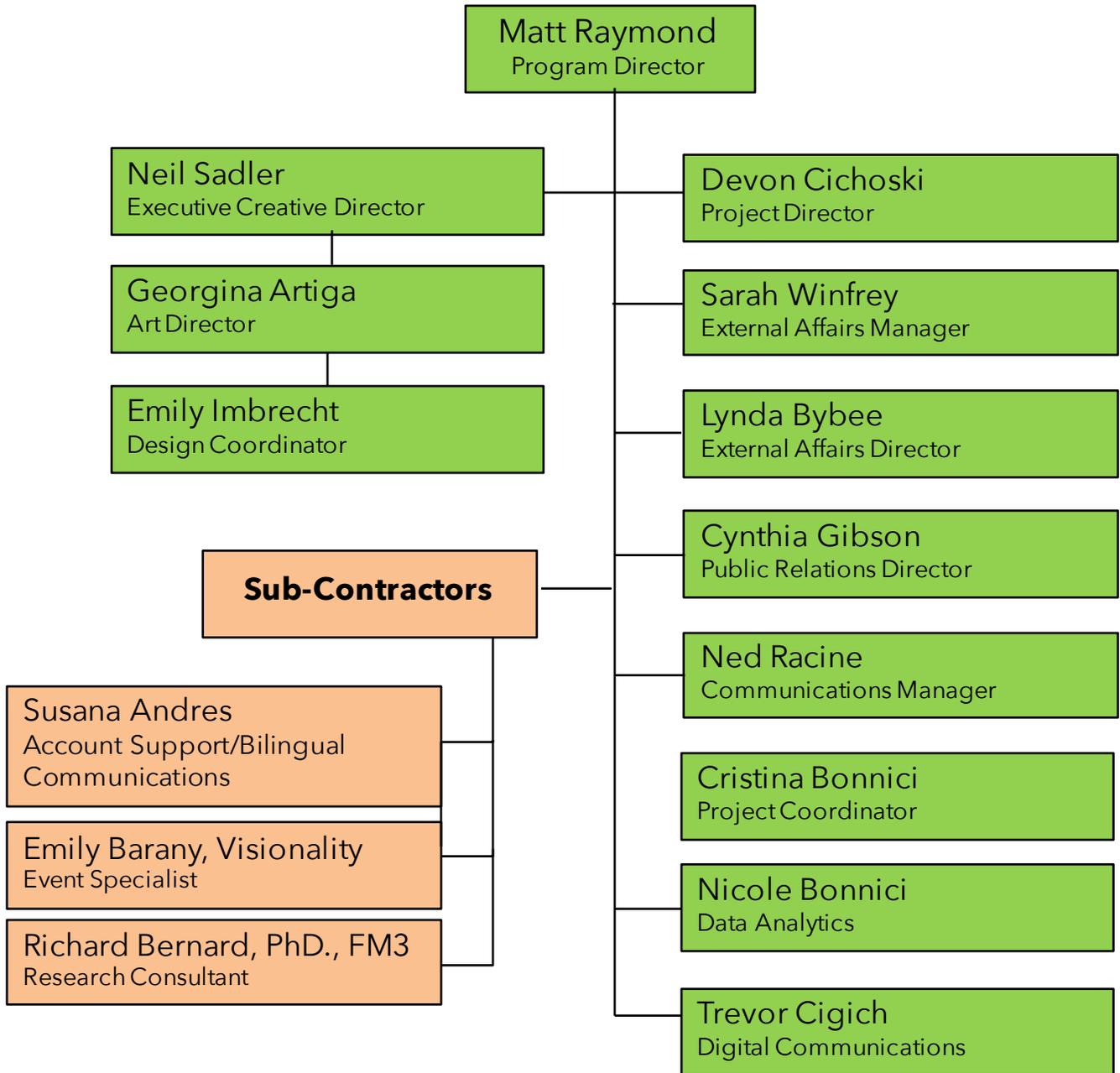


Susana Andres  
**Bilingual  
Communications/  
Account Support**

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# Organizational Chart

The core team includes: Matt Raymond, Devon Cichoski, Neil Sadler, Georgina Artiga, Emily Imbrecht with all other hands on deck.



## EXHIBIT C

### Strategic Marketing Services



**What:** Celtis will provide strategic campaign support, including planning, development, execution and multi-channel outreach. Celtis will work with MTD staff to plan launch events to engage current and potential transit users.

**When:** Ongoing - as needed

**How:** Celtis always focuses on results and designs marketing efforts to achieve goals and objectives. The Celtis team will evaluate best practices across the industry and also offers a library of proven approaches to most transit marketing efforts. Regarding original efforts, Celtis couples top creative talent with top strategic marketing talent to create campaigns that always move the needle. Celtis also understands the market and what it takes to engage new customers and attract new riders.

Enhancements-what Celtis will improve:

- > MTD information will be optimally branded
- > Best practices will be incorporated
- > Success metrics will be created
- > Activities will be integrated with overall communication goals

**Who:** Celtis and MTD staff

**Evaluation:** Celtis will develop success criteria for MTD communications and marketing programs (sales, ridership, satisfaction, engagement, etc.) and establish benchmarks for measuring the success of MTD's communications. Celtis continually evaluates identify tools for ongoing evaluation. Make recommendations for improvement .

# Reinventing Metro

## Case Study: Turning MTA into Metro



- Los Angeles Metropolitan Transportation Authority (2002)

- Multiple identities



- No consistency

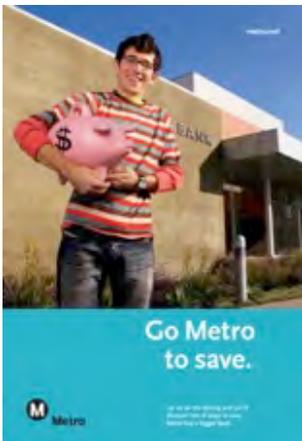
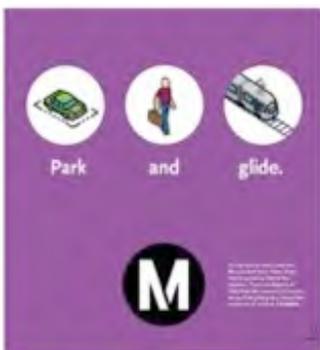


- Poor quality

- Public confusion

# Metro Brand Strategy

Implementation:



- Approachable voice (2004)
- Consistent messaging
- Clear identifiable logo
- Consistent graphic standards
- End-to-end brand presence
- 96% public awareness
- 84% say image is improving
- 82% say service is improving
- 68% approval of transportation sales tax
- **Ridership up 15%**

# Specific Campaigns

## "IT" CAMPAIGN

The "It" campaign help the region's first BRT line achieve a twenty-year ridership goal in just two years. The new transit BRT corridor was marketed like a train. Thanks to extensive outreach, the innovative concept in transit was rapidly adopted with nearly 27,000 daily boardings.



## "IMAGINE" CAMPAIGN

"Imagine" transformed a long-range planning process into a public mandate for improved transportation. Over 64,000 long-range plans were downloaded; over a million visitors explored the Imagine website; and support for a future half-cent transportation sales tax eclipsed 70%.



## "OPPOSITES" CAMPAIGN

The award-winning "Opposites" campaign was one of Metro's most popular and successful in terms of positioning transit as the solution to the problem of high gas prices and traffic. This campaign helped secure new riders and greatly contributed to a transportation sales tax victory in Los Angeles.



# Measure R

Initiated and led the 68% passage of a transportation sales tax initiative (Measure R) in Los Angeles County. The public information campaign showcased a simple 5-point plan to relieve traffic congestion in the region. The Measure will generate \$40 billion over 30 years and fund over 24 projects the region.

**Measure R**  
Fact Sheet

In July 2008, the Metro Board of Directors authorized placing a half-cent sales tax before voters to fund transportation projects within Los Angeles County. Metro is providing this handout for information purposes only. It details transportation projects and programs contained in Measure R.

**What is Measure R?**  
Measure R is a half-cent sales tax for Los Angeles County that would finance new transportation projects and programs, and accelerate those already in the pipeline – everything from new rail and/or bus rapid transit projects, commuter rail improvements, Metro Rail system improvements, highway projects, improved countywide and local bus operations and local city sponsored transportation improvements. If the measure garners at least a two-thirds vote, it will become law January 2, 2009, with the tax taking effect in July 2009.

**The average cost is estimated to be \$25/year per person**  
According to the private nonprofit Los Angeles County Economic Development Corporation (LAEDC), Measure R would cost residents an average of \$25/person each year.

**Taxpayer oversight**  
After conducting any legally required environmental review, the Metro Board will spend Measure R funds consistent with the voters' approval. There will be an annual independent audit and report to taxpayers and ongoing monitoring and review of spending by an independent taxpayer oversight committee.

**Environmental Review**  
Prior to any approval and commencement of any Measure R project, any necessary environmental review required by the California Environmental Quality Act (CEQA) shall be completed.

**Measure R GOALS**

RAIL EXPANSION	STREET IMPROVEMENTS	TRAFFIC REDUCTION	PUBLIC TRANSPORTATION	QUALITY OF LIFE
<ul style="list-style-type: none"> <li>Expand Metro Rail and busway systems</li> <li>Accelerate and improve existing rail and bus projects</li> <li>Connect Metro Rail to airport</li> </ul>	<ul style="list-style-type: none"> <li>Eliminate traffic signals on major traffic flows</li> <li>Accelerate transit signal and other improvements on local streets</li> <li>Make right-of-way street and transportation safe for elderly, disabled and pedestrians in each community</li> </ul>	<ul style="list-style-type: none"> <li>Reduce highway traffic congestion throughout LA County</li> <li>Enhance highway safety and improve traffic flow</li> </ul>	<ul style="list-style-type: none"> <li>Maximize existing transit capacity for seniors and the disabled</li> <li>Expand bus transit</li> <li>Improve accessibility of public transportation</li> </ul>	<ul style="list-style-type: none"> <li>Enable people and things to move freely in LA County</li> <li>Enable residents to enjoy safe, clean transit</li> </ul>

**M Metro** For additional information, visit [metro.net/measureR](http://metro.net/measureR).



# EXHIBIT C

## Public Relations Management



**What:** Celtis is experienced in managing public relations as an active means to accomplish the objectives as indicated by MTD. Celtis will assist in the development of news releases, editorials, annual reports, newsletters, briefs and feature articles and with other public relations, publicity efforts and related services as requested by MTD.

**When:** Ongoing - as needed

**How:** The Celtis team integrates public relations into overall communications to create synergy in messaging and to maximize effectiveness. Celtis believes in constant communications and working with the media at a community level.

Enhancements-what Celtis will improve:

- > Standards in information dissemination
- > Tracking of media coverage
- > Strategic use of social media
- > Utilizing traditional and new forms of media

**Who:** Celtis staff and MTD staff

**Evaluation:** Improvement in positive media coverage and mitigation of issues and potential issues.

## EXHIBIT C

### Creative Services



**What:** Celtis will maintain MTD brand consistency throughout the development of branded materials. Celtis provides the top creative talent to develop and produce creative concepts, graphic design, photography and content for digital, print, and collateral material. Celtis offers the full spectrum film, video, radio, and other mainstream media production and post-production, including: creative concept, development, casting, talent/ownership negotiations, shooting, editing, dubbing, and distribution.

**When:** Ongoing - as needed

**How:** The Celtis team utilizes an end-to-end approach to developing creative and offers proven, award-winning talent to help MTD achieve its goals and objectives in the most engaging manner possible.

Enhancements-what Celtis will improve:

- > Brand MTD creative
- > Use end-to-end approach to brand
- > Provide full spectrum of services
- > Combine with overall communication goals

**Who:** Celtis creative

**Evaluation:** Highly-effective and efficient creative material will be created that will help move the needle - and win a few awards along the way.



# Online banners, e-blasts and sidebars reached critical targets

Digital marketing engaged over 4 million viewers



View this email in your browser

VENTURA COUNTY TRANSPORTATION IMPROVEMENT PROGRAM

THE FUTURE OF VENTURA COUNTY IS IN YOUR HANDS

keepVCmoving.org REPAIR. PRESERVE. IMPROVE.

**Keep Ventura County Moving**

What does Ventura County need to keep traffic flowing, people moving and the economy growing? [KeepVCmoving.org](http://KeepVCmoving.org), a new website launched today, invites you to weigh in on this question.

[Visit the Site](#)

[KeepVCmoving.org](http://KeepVCmoving.org) delves into Ventura County's transportation challenges and outlines a draft plan to solve them. The site explores the idea of a half-cent sales tax as a way to raise billions of dollars for local mobility. It also describes the projects and programs that could repair, preserve and improve our community, if such a tax is approved by voters this November 2016.

Most importantly, the site invites YOU to join the conversation.

The future of Ventura County transportation is in your hands. Visit [www.keepVCmoving.org](http://www.keepVCmoving.org). Explore the site, review the plan and share your thought and opinions.

[Share Your Opinions](#)

VCTC

28,000 HOURS STUCK TRAFFIC ON THE 101

FREEWAY CONGESTION PROJECTED INCREASE UP TO 50% IN COMING YEARS

ENGINEER'S PROJECT A \$1.3 BILLION SHORTFALL TO MAINTAIN LOCAL STREETS

Thanks for sharing this email with your colleagues, friends and neighbors.

VENTURA COUNTY TRANSPORTATION IMPROVEMENT PROGRAM

THE FUTURE OF VENTURA COUNTY IS IN YOUR HANDS

REPAIR. PRESERVE. IMPROVE.

REVIEW THE PLAN. SHARE YOUR VISION AT KEEPVCMOVING.ORG

VCTC

## EXHIBIT C

### Social Media



**What:** Celtis will develop engaging graphics and content for all social media channels to establish a consistent social identity for MTD to communicate with transit users and stakeholders about daily operations, service changes, implementation of new technology, etc., and to create a forum for receiving feedback and providing education about MTD services. Celtis will provide expertise in the execution and measurement of social media driven contests and campaigns and provide input on evolving social media channels and how to incorporate them into the marketing strategy.

**When:** Daily/Weekly/As-needed

**How:** The Celtis team has written and edited tens of thousands of daily social media posts to Facebook, Instagram and Twitter, as well as created photographic essays and original graphics. Design will encourage the reader/viewer to take action. Design and imagery will always explain the benefits of action for the reader/viewer. Social media will conversationally tell the story of MTD.



Enhancements - what Celtis will improve:

- > Increase the number of posts to one/day
- > Grow the number of "Likes"
- > Increase the quality of the posts
- > Offer more engaging photography
- > Use high resolution MTD logos on all pages
- > Increase traffic to social media pages
- > Use captions for posted photographs

**Who:** Celtis staff and MTD staff

**Evaluation:** The Celtis Team will measure social media effectiveness through analytics. These metrics will be analyzed to determine which social media postings "move the needle" on the MTD website. We will also establish a trend for both social media sites and measure growth in engagement.

# VCTC Ongoing Social Media

**Ventura County Transportation Commission**  
 Written by Cristina Bonnici [?] · Marrich 11 · 🌐

REPAIR.PRESERVE.IMPROVE. View our plan to keep you moving!

Share Thoughts & Ideas  
 Let us know your priorities, what projects you like & don't like.

WWW.KEEPVCMOVING.ORG Tharr be more

43,638 people reached Boost Post

Like Scrawl yer thoughts Share

75 Chronological

23 shares 19 comments

Post Details Report this post if it's not yours or you appear on post

Video Post

**Ventura County Transportation Commission** with City of Santa Paula Community Services and 9 others  
 Published by Cristina Bonnici [?] · January 23 at 2:30pm · 🌐

WHAT DO YOU NEED?  
 Interactive Transportation Needs Forums begin next week! Please come and tell us your vision for keeping Ventura County moving. More bus connections? Faster commutes? New bike routes? VCTC wants to hear whether the existing transportation system is meeting your needs. Jan. 25 in Moorpark, Jan. 26 in Santa Paula, Jan. 28 in Oxnard and Feb. 8 in Camarillo. Visit [www.keepvcmoving.org](http://www.keepvcmoving.org) for times and locations... See More

44,013 People Reached  
 28,679 Video Views  
 202 Likes, Comments & Shares

126 Likes	76 On Post	50 On Shares
44 Comments	19 On Post	25 On Shares
32 Shares	30 On Post	2 On Shares

603 Post Clicks  
 361 Clicks to Play 🎥  
 16 Link Clicks  
 226 Other Clicks 🎯

NEGATIVE FEEDBACK  
 7 Hide Post  
 0 Report as Spam  
 0 Hide All Posts  
 0 Unlink Page

84,013 people reached Boosted

75 Likes · 13 Comments · 30 Shares

Like Comment Share

**go\_vctc** EDIT PROFILE

Ventura County Transportation The Ventura County Transportation Commission (VCTC) is a regional transportation planning agency committed to keeping Ventura County moving! [www.goventura.org](http://www.goventura.org)

47 posts 101 followers 66 following

12 likes 77

go\_vctc Welcome to the New Year!! #HappyNewYear #VCTC

❤️ Add a comment... 3 44

**Ventura County Transportation Commission**  
 Published by Terese Cogan [?] · January 23 · 🌐

Why not end the work week off with a little bit of transportation history? US 101 has a long history of growth, although as late as August 1926, it was only a local coastal road. Then 13.2 miles of the highway near Camarillo was reconstructed to meet greater need. According to California Highways magazine, the two-lane highway, originally paved in 1917, had grown inadequate for "present-day traffic."

**Ventura County Transportation Commission**  
 Published by Deven D'Almeida [?] · January 25 at 10:53am · 🌐

Another blow to transportation funding in California. This cut is especially harmful for counties, like Ventura, that have no source of local funding to counterbalance a massive cut at the state level.

**Ventura County Transportation Commission**  
 Published by Terese Cogan [?] · February 3 at 8:15pm · 🌐

US 101 through Ventura County remains the backbone of California coastal transportation, as it has been for almost a century. Other California Highways were renumbered or absorbed into other highways. This flip down memory lane leads to some dear ones.

The Last U.S. Highways of Southern California History Our last interstate highway system area. Head Southern California to the nation with concrete pavement and black-and-white shields.

**Ventura County Transportation Commission**  
 Published by Deven D'Almeida [?] · January 31 at 11:53am · 🌐

Stay safe on the road today, Ventura County. The National Weather Service has issued a flash flood warning for our area through about 2 p.m.

Storm reaches Ventura County; flood advisory in effect The forecast calls for 1 to 2 inches of rainfall for much of the county Sunday. Mountain areas could get 3 inches of rain.

VCSTAR.COM

1,875 people reached Boost Post

15 Likes · 3 Shares

Like Comment Share

Post Details Report this post if it's not yours or you appear on post

**Ventura County Transportation Commission**  
 Published by jevon Gendzel [?] · January 31 at 11:53am · 🌐

Stay safe on the road today, Ventura County. The National Weather Service has issued a flash flood warning for our area through about 2 p.m.

Storm reaches Ventura County; flood advisory in effect The forecast calls for 1 to 2 inches of rainfall for much of the county Sunday. Mountain areas could get 3 inches of rain.

VCSTAR.COM

1,875 People Reached  
 45 Likes, Comments & Shares

30 Likes	15 On Post	15 On Shares
6 Comments	0 On Post	6 On Shares
9 Shares	3 On Post	6 On Shares

88 Post Clicks  
 0 Photo Views  
 46 Link Clicks  
 42 Other Clicks 🎯

NEGATIVE FEEDBACK  
 0 Hide Post  
 0 Report as Spam  
 0 Hide All Posts  
 0 Unlink Page

1,875 people reached Boost Post

15 Likes · 3 Shares

Like Comment Share

Above are examples of recent Facebook posts that include attention grabbing images, a brief description, and a link

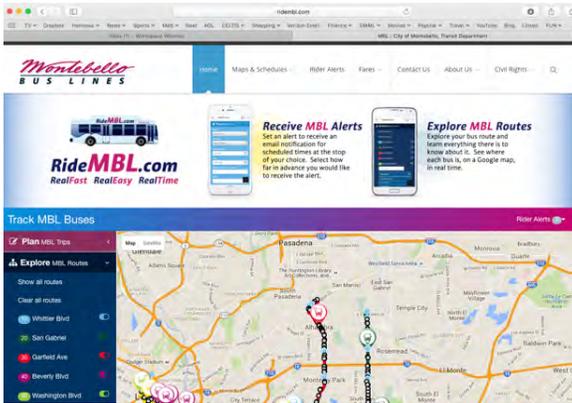
# EXHIBIT C

## Web Development

**What:** Celtis will provide website design and content recommendations and carry out any necessary changes, which may include a full or partial redesign of existing content.

**When:** Ongoing - as needed

**How:** The Celtis team is well versed in website communications and how to maximize engagement through social media and digital advertising. The MTD website will serve as the information engine and sole source of all things transit and transportation. Celtis has built websites, created blogs, implemented real-time trip information for multiple transit operators and will bring this expertise to MTD.



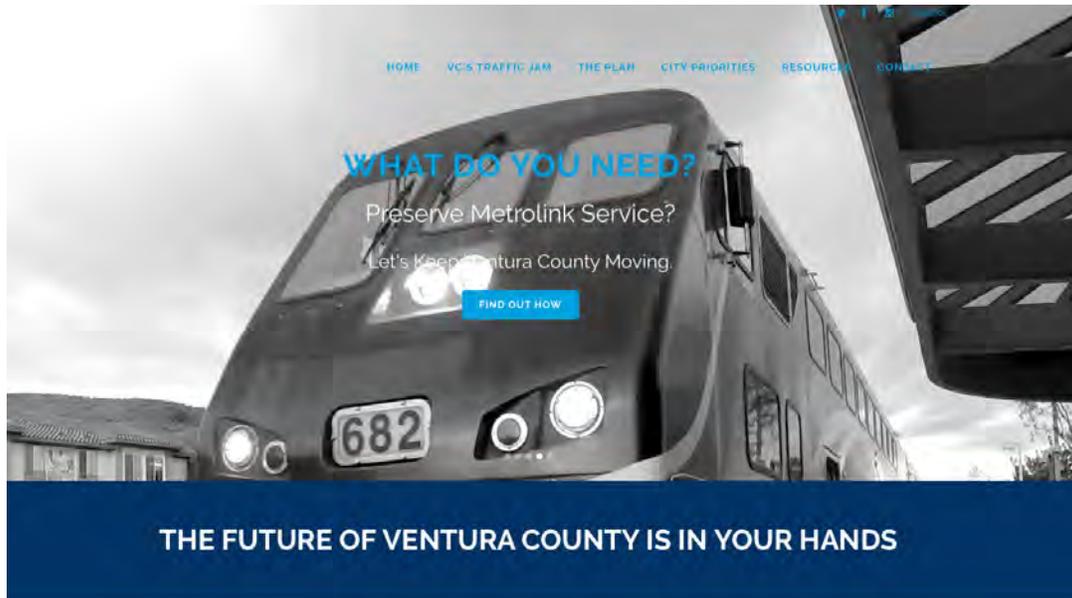
- Enhancements-what Celtis will improve:
- > Brand the website
  - > Evaluate usage patterns
  - > Design strategies for seamless interaction
  - > Maximize utilization of information
  - > Evaluate data to determine paths forward

**Who:** Celtis staff and MTD staff

**Evaluation:** Improvement in operating metrics, public perception and customer satisfaction.

# New website created to keep Ventura County Moving

Newly created website housed all information relative to the plan and provided a mechanism for people to provide input and learn.



## Repair, Preserve & Improve

While used by everyone, the transportation system gets little attention- until things begin to go awry. When traffic on U.S. 101 slows to a crawl, when potholes begin to multiply, when buses and trains are unavailable, people begin to take notice. Like all of Southern California, Ventura County's population is mobile and growing. More residents and visitors mean more traffic. On the 101, Ventura County's primary transportation backbone, drivers already spend an average of 28,000 hours stuck in traffic. The picture on the 118 isn't much better. All these hours wasted in traffic stifle the productivity of local businesses and rob us of time with our families and friends. And congestion on our freeways is projected to increase by up to 50% in coming years.

## VCTC has a Plan to Keep Ventura County Moving

The Ventura County Transportation Commission (VCTC) has developed a comprehensive and balanced plan to meet Ventura County's transportation needs. The plan reflects extensive community outreach and locally-determined priorities. The Commission represents every corner of Ventura County. Members include all five county supervisors, city council members from each of the ten cities, plus two citizen appointees. VCTC is responsible for overseeing transportation in the county.

We want to hear from you.  
Review the plan. Join the conversation.

SHARE YOUR IDEAS



### FREEWAYS

Improvements to the US 101 and SR 118

[READ MORE](#)



### REGIONAL ROADS

Regional Roads, Port/Military Access & Goods Movement

[READ MORE](#)



### COMMUTER RAIL

A sustainable and reliable rail system in Ventura County

[READ MORE](#)



### BUS TRANSIT

A quality intercity bus system is vital to Ventura County

[READ MORE](#)

# Mobile App and Website Launch



## Client: Montebello Bus Lines

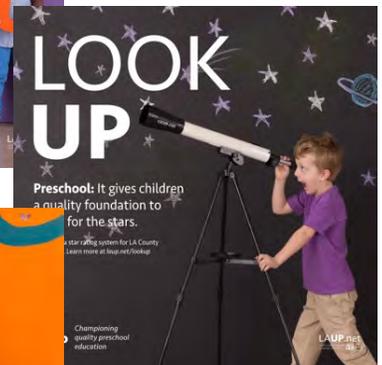
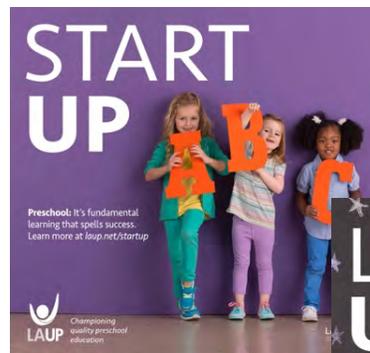
Branded campaign resulted in a 50% reduction in customer inquiries on the costly and labor-intensive telephone customer information service.

# Digital Adaptive Awareness Campaign

## Client: LA UP

Adaptive digital/social media campaign:

- 11 million impressions
- 27,000 clicks
- 33,000 conversions
- 0.25% CTR



## EXHIBIT C

### Public Communications



**What:** The Celtis team will help MTD work with the media, proactively and responsively, to communicate its role and accomplishments in Santa Barbara and the transportation industry.

**When:** Proactive media relations synchronized with MTD's program milestones and calendared events. Responsive media relations - as opportunities and needs arise.

**How:** Celtis' experienced media team will work with MTD staff to develop and monitor an editorial calendar that proactively and consistently disseminates MTD's story. We will write compelling press releases, op-ed pieces, and feature articles for local media and industry publications. If desired, Celtis will distribute materials using its own media database, MTD's database or a combination. We will develop a crisis communication plan and use MTD's social media channels to share positive media coverage with stakeholders and drive further conversation.

Enhancements - what Celtis will improve:

- > Maximize relationships with local and industry media to get articles placed
- > Partner with community leaders to place supportive op-eds
- > Prepare crisis communications plan
- > Leverage social media to extend reach and impact

**Who:** Celtis staff under guidance of MTD.

**Evaluation:** We will track and report placement statistics for each news release, op-ed and feature article and follow-up stories or coverage generated by the placement. We will monitor social media (likes, shares, retweets, comments). Each year, we will evaluate the proportion of proactive and reactive news stories, as well as the tone of each piece. We will deliver year-over-year improvement in all metrics.

# Outreach: Colorado Esplanade and Metro



## Client: City of Santa Monica

Once completed, the Colorado Esplanade will be the gateway to Santa Monica - connecting the Expo Line light rail line to the Santa Monica Pier. The corridor is perfect for active transportation enthusiasts complete with wider sidewalks. The project features multiple amenities including new trees and festive street lighting.



## Client: Metro, Los Angeles

“In The Works” was a means to brand every construction project in Los Angeles County being led by Metro. Each of the 36 projects had it’s own illustration and a standard set of communication materials that provided equal weight to each project regardless of size or scope.



## EXHIBIT C

### Business Development



**What:** Every business in Santa Barbara should be enrolled in a rideshare and transit pass program. Cold calling is a toll for generating interest in Commuter Services among business which may have not considered the advantages of this program. Celtis sees a huge opportunity to generate new leads for MTD.

**When:** Ongoing - but push in fall and spring

**How:** Celtis team members were responsible for the most rapid business growth in three major markets (Denver, Dallas and L.A.) with one market (Denver) experiencing a 400% increase in business accounts. Celtis will focus extensively on the business segment in Santa Barbara. The key to cold calling is active management of the database and scheduled engagement. By taking all that MTD offers and putting together into a one-stop shopping proposition for area employers, Celtis will make employers an offer they can't refuse and MTD more customers and revenue.



Enhancements - what Celtis will improve:

- > Initial 360-degree business outreach efforts
- > Analysis of fare structure and fare programs
- > Suggestions for offerings to business
- > An intensive sales approach that ensures growth
- > Approaching businesses as partners
- > Increase ridership, revenue and support
- > Incorporate all that MTD offers
- > Extend MTD brand into commute services



**Who:** Celtis staff in coordination with MTD staff

**Evaluation:** Success of this program will be measured by the number of employer participants, number of passes sold, ridership increase on transit system, participant growth in rideshare programs and overall support by the business community.

## EXHIBIT C

### Transit Information

**What:** MTD's Transit Information will be branded. Celtis will build on the materials already established and develop standards to maximize impact, perception and awareness of information.

**When:** Ongoing - as needed

**How:** The Celtis team has produced countless brochures, take-ones, car cards, signs, posters answers, a sign of our experience working closely with subject matter experts. We believe in answering questions before they are asked - with an element of "why" to help educate the customer and prepare them for the coming change. This approach often mitigates issues before they manifest. The Celtis team has traditionally uses content of information as original content for social media sites, in keeping with our "create once, use many times" philosophy.



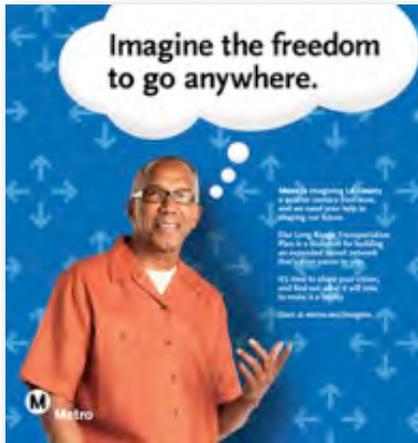
Enhancements-what Celtis will improve:

- > Branded transit information
- > Targeted information to specific audiences
- > Bilingual approach
- > Synergy in all communications
- > Use of content in multiple platforms

**Who:** Celtis staff and MTD staff

**Evaluation:** Improvement in customer awareness and satisfaction and a reduction in complaints.

## EXHIBIT C Senior Marketing



**What:** The senior population of Santa Barbara County is expected to grow 66% by 2030. This growing population reflects the baby boomer demographic, a group that remains significantly more active and mobile than previous generations of seniors. Linking active adults with attractive mobility options for recreation, exercise, errands or business is a concept to be mined to expand recognition and support for MTD's mission.

**When:** Develop materials and include in outreach or as opportunities present themselves.

**How:** Initially, a volunteer group should be tapped for their qualifications to provide a diverse perspective on the mobility requirements and preferences of active seniors. These profiles should set a baseline for developing engaging and outreach targets to encourage experimentation in active transportation and ridesharing. Celtis will work with MTD and partnering agencies to identify mobility options that are healthy, safe, useful and fun for the burgeoning population of older adults. These concepts can include: ride/walk combination routes, recreational day or half-day outings that abound in Santa Barbara and trips to neighboring counties.



Enhancements - what Celtis will improve:

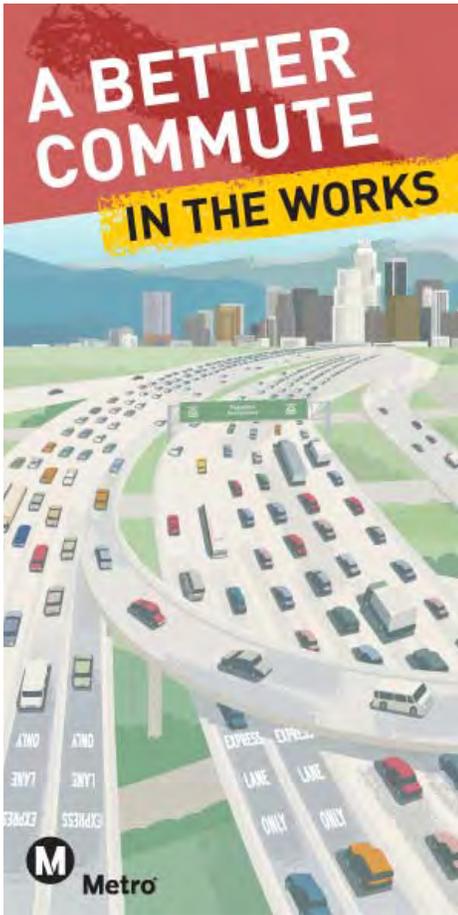
- > Increase outreach and agency relevance to the aging adult population
- > Recognize senior travel preferences
- > Support mobility experimentation

**Who:** Celtis staff and MTD Commuter Services Team

**Evaluation:** Celtis recommends starting with a small groups to evaluate mobility concepts. Once the concepts pass muster for safety, utility, timing and other criteria, share and promote as options to increase senior ridership.

## EXHIBIT C

### Employer Marketing



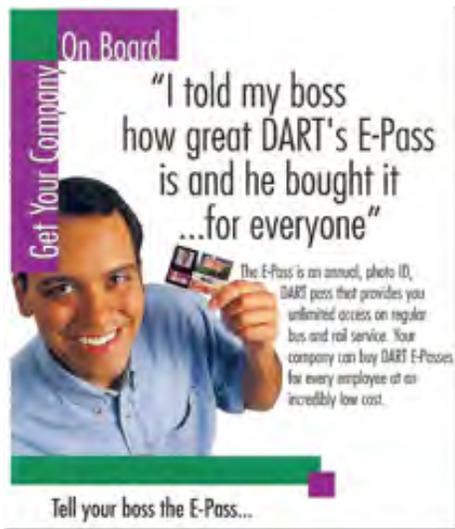
**What:** Celtis will provide a comprehensive campaign to promote transit and ridesharing at their local worksites. It includes community-specific information, content to assist individuals already using alternative transportation, and everything needed to utilize the full resources of Commuter Services.

**When:** As needed

**How:** Celtis will examine the current efforts and gauge how they may be improved. The Celtis team has years of experience promoting alternative transportation and creating employee resource materials for agencies. In evaluating MTD's needs, we will evaluate the clarity of the quality of the graphics and their consistency with MTD's brand and messaging. We recommend dividing information into modules. This makes it easier for the user to absorb new information, track her or his progress and review only that information he or she needs.

Enhancements - what Celtis will improve:

- > Develop and administer a questionnaire
- > Ascertain how each user evaluates ridesharing
- > Include questionnaire in the manual
- > Conduct brief telephone interview of users
- > Ensure manual is consistent with MTD's brand
- > Apply industry best practices for design



**Who:** Celtis and MTD staff

**Evaluation:** We will combine evaluations from returned questionnaires and telephone interviews to present statistical representation of areas of success and improvement.

## EXHIBIT C

### Student Marketing

**What:** MTD has endless opportunities marketing transportation services to students. Celtis has experience designing products and programs for students at all levels as well as proven approaches to outreach to the student market.

**When:**

- Early fall and late winter
- Additional meetings, events, activities as needed

**How:** Celtis will plan, organize, and provide logistical support for the monthly convening of the Teen Council. Before the 2015-16 Council is chosen, Celtis will review previous council agendas, activities, and the diversity of age and location represented throughout the County. With this information, Celtis recommends developing a survey for the incoming council to ascertain their interest in transportation, sustainability, career considerations, and expectations for their role as council members. This survey can be used as a basis for the Council to put together a strategic plan and set a creative and rewarding path for the period of their council service.



Enhancements - what Celtis will improve:

- > Build on student marketing efforts
- > Develop a student outreach program
- > Survey interest student transportation programs
- > Include local colleges and universities

**Who:** Celtis in collaboration with MTD staff.

**Evaluation:** Student ridership and farebox and pass sales growth

# Metro Campus and Millennial Marketing

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“Campus Outreach” is critical to pushing all modes of transportation. By going directly to the source and providing semi-custom information to students, this campaign was able to communicate all transportation options to students – a key target audience both today and tomorrow.

The brand campaign included kiosks, information booths, displays, and custom brochures. The results not only included increased patronage by students, but also increased overall support for Metro and its transportation mission.



## EXHIBIT C

### Media Events

**What:** When MTD achieves a major milestone or launches a new program, a well-planned media event is a tool for ensuring strong media coverage

**When:** As needed

**How:** The Celtis team will plan and execute MTD's media events. Working closely with MTD staff, we will orchestrate each detail, including location selection, event activities and schedule, speakers, props, equipment, supplies and accompanying materials and displays. We will invite speakers and work with them to draft remarks. We will invite media and other event attendees, like elected officials and community members. We will provide existing or create new marketing materials, media kits and displays, as needed. We will draft an accompanying news release for distribution near the time of the event.



Enhancements - what Celtis will improve:

- > Make events active, visually interesting
- > Make events as participatory as possible
- > Ensure newspaper/broadcast/digital coverage
- > Employ real-time posting
- > Create "buzz" surrounding the event

**Who:** Celtis staff and DJA staff under guidance of MTD.

**Evaluation:** We will track and report coverage statistics after each event, as well as any follow-up stories generated in response. Each year, we will review the performance of all events to glean insights into which events were most effective and why and apply lessons learned the following year.

## EXHIBIT C

### Community Events

**What:** Transit systems are expected to participate in a multitude of local community events. Earth Day, health fairs, Bike Week, Ride Week and local festivities offer MTD an opportunity to educate and interact with a wide range of Santa Barbara stakeholders and communicate its vital role in providing transportation.

**When:**

- As-need - an annual calendar will be developed

**How:** Celtis will plan, organize and provide bi-lingual staff for event booths, including daily set up and tear down. We will design and produce promotional materials and develop fun interactive activities to engage booth visitors. We will employ both high and low-tech methods to capture visitors' contact information. We will count visitors and coordinate with local transit operators to ensure their materials are distributed.

Enhancements - what Celtis will improve:

- > Incorporate strong branding and messaging throughout the booth
- > Enlist college student interns in booth staffing
- > Enlist senior volunteers in booth staffing

**Who:** Celtis staff, MTD staff plus interns and volunteers.

**Evaluation:** At each event, we will track the total number of visitors and total collected contacts and analyze what percentage of visitors were willing to provide contact information. We will look at growth in all numbers from year to year. We will track which visitors continue to interact with MTD (via Facebook, email newsletters, etc.) once the event is over. We will use this data to improve MTD's effectiveness at converting event participation into ongoing engagement.



# Dart Rail Grand Opening

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The DART rail grand opening events launched one of the most successful rail systems in the U.S. It included multiple branded community and regional events that introduced modern rail to the Southwest. The effort attracted over \$2 million in sponsorship dollars hundreds, extensive media coverage along with thousands of adoring riders. The events combined education with anticipation to completely introduce a new brand and mode of transit.



## EXHIBIT C

### On-Board Bus Ridership Surveys

**What:** Research is the foundation for improving service and satisfying customers. Celtis uses research to its fullest advantage to develop fare structures, create pass programs, and design services. Celtis compares and contrasts data with ridership, revenue and operating data to provide the greatest insight into MTD customers and their preferences.

**When:** Every two years (or as requested by MTD)

**How:** Celtis will build upon the existing research efforts and implement state of the art market intelligence strategies for MTD. Celtis will use a proven approach to gather comprehensive, yet line-specific data. Celtis will identify trends among service types and customer groups and present opportunities for MTD growth.

Enhancements - what Celtis will improve:

- > Evaluate and build on existing research
- > Utilize proven, user-friendly, bi-lingual surveys
- > Identify baselines to monitor improvements
- > Compare data to rider, revenue and operating stats
- > Use data to recommend service improvements
- > Test future marketing and service concepts
- > Ensure MTD meets all Title VI requirements

**Who:** Celtis staff with consultation from FM3

**Evaluation:** Research is the foundation for improving service and satisfying customers. Celtis will use all research data and compare it with existing operating, sales and ridership data to provide comprehensive insight into MTD's customer base and identify opportunities for growth.

18142

**Metro**  
OBTENGA UNA OPORTUNIDAD  
PARA GANAR UN  
PASE PARA METRO POR 30 días  
Sólo llene esta encuesta de satisfacción del cliente de Metro\*  
English on reverse

3. Generalmente, estoy satisfecho con el servicio de autobús de Metro

4. ESTE autobús generalmente llega a tiempo (dentro de 5 minutos)

5. Me siento seguro mientras espero ESTE autobús

6. ESTE autobús generalmente está limpio

7. Las paradas de ESTE autobús por lo general están limpias

8. He visto anuncios de Metro en el mes pasado

9. Metro me ofrece información oportuna y útil

18143

**Metro**  
EARN A CHANCE TO WIN  
A METRO 30-Day PASS  
Just complete this Metro customer satisfaction survey\*  
Español al lado opuesto

1. Generally speaking, I am satisfied with Metro Bus service

2. THIS bus is generally on time (within 5 minutes)

3. I feel safe while waiting for THIS bus

4. THIS bus is generally clean

5. THIS bus's stops are generally clean

6. I have seen Metro advertisements in the last month

7. Metro provides me with timely and useful information for my travel

8. I am proud to travel with Metro

9. In the past six months, while riding Metro, have you experienced any unwanted sexual behavior including, but not limited to: touching, exposure, or inappropriate comments?

10. Do you have a car available to make THIS trip?

11. Are you making THIS one-way trip to/from work?

12. Do you own a: (check only one)  
 Cell Phone  Smart Phone  I Don't Own a Cell Phone or Smart Phone

13. What is the BEST way to receive information about Metro?  
 Access a Website  Receive Email  
 Receive Text Message  Receive a Telephone Alert Message  
 Review Social Media Outlet Such as Facebook, Twitter, etc.  
 Other \_\_\_\_\_

14. How often do you use mobile applications (on your phone or tablet) such as "Go Metro", "511", & "Google Maps" to get traffic information?  
 Very Often  Occasionally  Never

15. How often do you use Metro's trip planner on the website Metro.net?  
 Very Often  Occasionally  Never  Never Heard of it

16. If available, how often would you purchase a Metro ticket electronically using a smart phone versus using a TAP card/cash?  
 Very Often  Occasionally  Never

**Now, thinking about TODAY'S one-way trip (e.g., home to work, home to school, work to home, etc.):**

17. Did you use a TAP card on a Metro bus today?  
a. Do you use a TAP card on other transit agencies?

18. How did you get to the first bus or train of this trip?  
 Walked  Drove  Other \_\_\_\_\_  
 Dropped off  Biked/Skateboarded

19. How many minutes did it take you to get to the first bus or train of this one-way trip? \_\_\_\_\_  
a. How many minutes did you wait for that first bus or train? \_\_\_\_\_

20. What are your household's total annual earnings?  
 Under \$5,000  \$5,000-\$9,999  \$10,000-\$14,999  
 \$15,000-\$19,999  \$20,000-\$24,999  \$25,000-\$34,999  
 \$35,000-\$49,999  \$50,000-\$99,999  \$100,000 or more  
a. How many people are in your household (including yourself)?  
 1  2  3  4  5  6  7  8  9 or more

21. How many days a week do you usually ride Metro?  
 5 or more days  3-4 days  1-2 days  1 day  First time

22. How many years have you been riding Metro?  
 Less than one  1-2 Years  3-4 Years  5+ Years

23. Are you?  Latino  Black  White  
 Asian/Pac. Is.  Amer. Ind.  Other

24. Are you?  Male  Female

25. What is your age?  Younger than 18  18-22  23-49  
 50-64  65 or older

All information will be kept confidential.  
First Name & Phone (optional) \_\_\_\_\_  
E-mail (optional) \_\_\_\_\_  
(\*needed to contact the winners) 7/14

## EXHIBIT C

### Rideshare Week

**What:** Employer marketing efforts are the cornerstone of ridership growth and overall public support. The annual Rideshare Week campaign is a mechanism for launching a coordinated effort and bringing attention to what MTD can provide.

**When:** Annually - in October

**How:** Celtis is uniquely suited to dramatically expand and improve MTD's current rideshare efforts. Our goal is for MTD to become the leader in the use of alternative forms of transportation for daily commutes. Celtis has developed numerous award-winning themes and original designs for this effort will produce campaign materials, public communications, radio advertising, and promotional items for MTD and its partners. Celtis will also provide staff to conduct outreach to employers and area participants.



Enhancements - what Celtis will improve:

- > Initial 360-degree rideshare week efforts
- > Integrate active transportation into rideshare mix
- > Approach from holistic view
- > Use as event to strengthen overall efforts
- > Exploration of sponsored improvements
- > Enhanced graphics that extend MTD brand
- > Extensive events that maximize effectiveness

**5 WAYS TO RIDE & WIN**

**RIDEWEEK OCTOBER 5-9**

Pledge to ride and win at [rideweek.org](http://rideweek.org)

Win great prizes like a bicycle, Fitbits, walking shoes, bus passes and more!

VCTC Ventura County Air Pollution Control District

#RIDEWEEK

**Who:** Celtis staff in coordination with MTD staff

**Evaluation:** The number of participants before, during and after rideshare week will be the key evaluation of this effort. Celtis views rideshare week as an ongoing effort and a means to increase ridership, revenue and support for MTD.

## EXHIBIT C

### Bike to Work Week



**What:** MTD's Bike to Work Week is an opportunity to focus attention on active transportation in Santa Barbara. By actively coordinating with cities and worksites throughout the county and building on the work already done, Celtis will coordinate with staff to develop the ideal MTD-branded theme, provide "pit stop" events, free bike tune-ups, refreshments, bike related information and promotional items and opportunities to win prizes.

**When:** Once a year - in May

**How:** Celtis will develop the theme, designs and prints promotional items in support of theme and prepare public communications. Celtis will coordinate with cities and worksites to provide pit stops and contacts bike shops to provide tune ups and generate sponsors to provide refreshments, secure prizes and staff events.

Enhancements - what Celtis will improve:

- > Initial 360-degree review of Bike Week program
- > Integration into active transportation
- > MTD branded theme, events and pit stops
- > Potential Ciclavia event
- > Exploration of sponsored improvements
- > Enhanced map and information materials
- > Brand extension of MTD during week

**Who:** Celtis staff in cooperation with MTD, cities and businesses.

#### **Evaluation:**

Bike to Work week will be evaluated based on number of participants, location of pit stops, number of sponsors, quality of events and impact of efforts (reach, conversions, impacts on commuter service metrics).

## EXHIBIT C

### Bus Schedules



**What:** Celtis proposes a completely branded customer information system. Everything from timetables, to bus stops, to maps, Celtis will take the best of what MTD does and extend it to all communication materials. Bus schedules will share a common iconic look in print, in signs and on line. Everything will be standardized and deliver as a brand extension of MTD. Celtis will take full advantage of MTD opportunities and explore “destination- and connectivity-based” schedules to increase system ridership and optimize MTD offerings.

**When:** With each service change

**How:** Celtis will evaluate current design of bus schedules and customer information to ensure that it is informative and persuasive. The plan is to inject the MTD brand into all communications - including bus schedules, and to ensure that every opportunity to cross-promote MTD efforts will be utilized.

Enhancements - what Celtis will improve:

- > Bus schedules will extend the MTD brand
- > Design to improve transit system ridership
- > Integrate into other MTD initiatives
- > Explore cross-promotional opportunities
- > Produce destination-based schedules
- > Create connectivity schedules
- > All bus schedules will be available on line

**Who:** Celtis in coordination with MTD staff

**Evaluation:** Bus schedules will be produced on time as needed. Schedules will be communicative and persuasive with the goal of increasing ridership. Bus schedules will be evaluated by their availability and how well they extend the MTD brand and reflect it's service.

## EXHIBIT C

### Bus Stop Management



**What:** Celtis offers extensive experience with customer information and amenities. Celtis team members designed the bus stop information and maintenance systems in Dallas and Los Angeles and will insure that MTD offers well-coordinated and optimally executed bus stop program - second to none.

**When:** With each service change or as requested

**How:** Celtis approach will treat each site as an opportunity to encourage use and extend the MTD brand. Each of MTD's more than 100 bus stops is a chance to entice another customer. Celtis will evaluate the entire system (as part of a 360-degree review) and make recommendations for incremental and cost-effective improvements. Celtis will create an inventory system for all MTD bus stops and work closely with staff to coordinate service changes.



Enhancements - what Celtis will improve:

- > Initial 360-degree bus stop system review
- > State-of-the-art bus stop information
- > Completely branded stops, maps & schedules
- > Introduction of rider-generating bus stops
- > Exploration of sponsored improvements
- > Enhanced way-finding for customers
- > Brand extension of MTD at each stop

**Who:** Celtis staff in coordination with MTD.

**Evaluation:** We will establish a monitoring system and track and report on the performance of bus stop maintenance and management.



## EXHIBIT C

# Promotion of Regional and Local Transit Programs

**What:** Local transit programs play a vital role in community mobility and serve as a link to MTD bus service to other systems. Collaboration between MTD and other operators increases the effectiveness of all parties.

**When:** Ongoing throughout duration of contract

**How:** Celtis will work with MTD to engage other bus and rail operators to understand service changes, request supplies of marketing materials and gather additional local intelligence. We will share local operators' materials at events and cite local linkages wherever possible, such as on MTD's social media channels, website, e-blasts and newsletters.



Enhancements - what Celtis will improve:

- > Build solid relationships with local operators
- > Go beyond simply sharing routes and schedules
- > Use as source of insight into public perception
- > Identify unmet needs in local communities

**Who:** Celtis staff, EBC staff and DJA staff under guidance of MTD.

**Evaluation:** We will maintain an ample supply of other system materials to distribute at community events. We will ensure that references to local services in MTD's marketing materials are current and accurate. We will provide reports via email to MTD of any pertinent information gathered through our communications with local operators.

## EXHIBIT C

### On-Board Notifications



**What:** Keeping customers informed is critical to the success of any initiative. Celtis will build on what MTD has already accomplished and extend the brand into all communications. The goal is to engage MTD riders and constituents with high-impact, high-quality, consistently branded creative material. All materials will serve as an extension of the MTD brand and voice.

**When:** Ongoing and as requested by MTD

**How:** Celtis will implement a complete MTD-branded makeover of MTD vehicles and facilities. Car cards, brochures, notices and anything customer-focused will be smart, clean, clear and branded as MTD. All unused car card and facility space will be utilized with static information updated regularly to ensure that customers and the public feel cared for and connected.

Enhancements - what Celtis will improve:

- > Initial 360-degree of MTD communications
- > High-quality standardized customer information
- > Completely branded car cards and collateral
- > Maximum use of MTD info opportunities
- > Exploration of sponsored improvements
- > Integrated and enhanced notification activities
- > Brand extension of MTD with each notification

**Who:** Celtis staff in coordination with MTD staff

**Evaluation:** MTD vehicles will become informational beacons, customers will be well informed and MTD will be loved by all.

# Best and Final Offer

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## Hourly Rate

**Fully-loaded Blended Hourly Rate:** Celtis is proposing a fully-loaded blended rate of \$95 per hour. This is a 5% reduction from the originally proposed rate. Please note that given the extensive transportation marketing experience of the Celtis team, many tasks are completed at a much more rapid rate (in fewer hours) than less experienced agencies may take.

## Additional Expenses

**Reimbursable/Out-of-Pocket Expenses:** Celtis does not mark up out-of-pocket expenses. All expenditures will be submitted for reimbursement at cost. Copies of receipts will always accompany billing.

**Travel:** Celtis utilizes published federal rates for mileage reimbursement and travel costs.

**Media Buys:** Celtis does not mark up media. Time spent on planning and placing media will be billed at the blended hourly rate. For larger and more complex media buys, Celtis may utilize an external media buying firm. This practice maximizes resources and economies of scale. The media firm typically retains a commission (up to 15%). No additional markups will be added and invoices will always accompany billing.

**Materials:** Celtis does not markup materials. All material and production expenses are billed at cost. Copies of receipts or invoices will always accompany billing.

**Payment:** Celtis appreciates prompt payment (within 30 days of receipt of billing).

**Offer Validity:** This offer is valid for 180 days from the BAFO submittal date of July 6, 2016.

EXHIBIT C

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposal for Marketing Services

BIDDER INFORMATION

General Information

Business Name of Bidder: Celtis Ventures LLC

Business Type: [ ] Corporation (State of Incorporation: \_\_\_\_\_) [ ] X Partnership
[ ] Sole Proprietorship [ ] Other: \_\_\_\_\_

Business Federal Tax ID Number: [REDACTED] (provide SSN if sole proprietorship)

Corporate Headquarters

Street Address: 811 North Catalina Ave. Suite 2006

City: Redondo Beach State: CA Zip Code: 90277

Local Office [ ] (check box at left & leave below blank if the local office is the HQ or there is no local office)

Street Address: 590 W Main St. #229

City: Santa Paula State: CA Zip Code: 93060

Authorizing Contact (person authorized to bind the firm contractually, including change orders)

Name: Matt Raymond Title: CEO Location: HQX

[ ] [ ] Local Office [ ] Other: \_\_\_\_\_

Telephone: [REDACTED] Cell: [REDACTED] E-Mail: [REDACTED]

Project Manager (anticipated primary contact during implementation of projects)

Name: Devon Cichoski Title: Account Director

Location: [ ] HQ [ ] X Local Office [ ] Other: \_\_\_\_\_

Telephone: [REDACTED] Cell: [REDACTED] E-Mail: [REDACTED]

EXHIBIT C

**SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**

**Request for Proposal for Marketing Services**

**LOBBYING CERTIFICATION**

The undersigned Contractor certifies that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, **Celtis Ventures LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



\_\_\_\_\_  
Authorized Official Signature

5/10/16  
Date of Signature

Matt Raymond  
Authorized Official Name

President/CEO  
Authorized Official Title

Celtis Ventures LLC  
Business Name of Bidder

**(Signer must match authorized official shown on Bidder Information Form)**

EXHIBIT C

**SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**

**Request for Proposal for Marketing Services**

**ACKNOWLEDGEMENT OF ADDENDA**

The undersigned acknowledges the Bidder’s receipt of the following addenda to this RFP and has incorporated information or changes in said addenda within its submittal (if no addenda were received, write “None” in the first blank):

Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____

Note: It is the Bidder’s responsibility to ensure it receives all addenda which are posted on the MTD website at <http://www.sbmtd.gov/business-and-employment/active.html>.



\_\_\_\_\_  
Authorized Official Signature

5/10/16  
Date of Signature

Matt Raymond  
Authorized Official Name

President/CEO  
Authorized Official Title

Celtis Ventures LLC  
Business Name of Bidder

(Signer must match authorized official shown on Bidder Information form)

**EXHIBIT C**  
**SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**  
**Request for Proposal for Marketing Services**

**REFERENCES & SUPPLIERS**

Business Name of Bidder: Celtis Ventures LLC

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**Credit References**

Include your primary bank and two firms that you **currently** purchase materials or services from on credit:

Bank Name: <u>Bank of America</u>	Contact: <u>[REDACTED]</u>	Phone: <u>[REDACTED]</u>
Vendor Name: <u>Trend Offset Printing</u>	Contact: <u>[REDACTED]</u>	Phone: <u>[REDACTED]</u>
Vendor Name: <u>Dual Graphics</u>	Contact: <u>[REDACTED]</u>	Phone: <u>[REDACTED]</u>

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**Work References**

Include three recent clients for which you provided **similar services** to the project work:

Client Name: <u>VCTC (Ventura County)</u>	Contact: <u>[REDACTED]</u>	Phone: <u>[REDACTED]</u>
Client Name: <u>VIA (San Antonio)</u>	Contact: <u>[REDACTED]</u>	Phone: <u>[REDACTED]</u>
Client Name: <u>Access Services (LA)</u>	Contact: <u>[REDACTED]</u>	Phone: <u>[REDACTED]</u>

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**Suppliers**

Provide the following information for any **significant** suppliers to be used in the project:

Firm: _____	Contact: _____	Phone: _____
Description of Work: _____		
Firm: _____	Contact: _____	Phone: _____
Description of Work: _____		
Firm: _____	Contact: _____	Phone: _____
Description of Work: _____		
Firm: _____	Contact: _____	Phone: _____
Description of Work: _____		

**Suppliers not applicable to this solicitation**

# Clients, References and Experience

## Current Clients

Ventura County Transportation  
Commission (VCTC), California

Los Angeles County Metropolitan  
Transportation District (Metro)

Access Services, Los Angeles  
California

VIA, San Antonio Texas

City of Santa Monica, California

City of Montebello, California

HNTB, San Antonio Texas

Big Blue Bus (through Civil Source),  
Santa Monica California

Orange County Transportation  
Authority (OCTA) (through  
Klein+Klein),

## Past Experience

Los Angeles County Metropolitan  
Transportation District (Metro)

Dallas Area Rapid Transit (DART)

Denver Regional Transportation  
District (RTD)

## References

### CLIENT:

Darren Kettle Executive Director VCTC  
[dkettle@goventura.org](mailto:dkettle@goventura.org) (805) 642-1591

Alva Carrasco Vice President  
Transportation, VIA Transit  
[alva.carrasco@viainfo.net](mailto:alva.carrasco@viainfo.net) (210) 362-2712

Angela Jackson (AJ) Executive Director  
Lane Transit (626) 705-5744

### PROFESSIONAL:

Carolyn Flowers, Acting Federal Transit  
Administrator, FTA; former Executive  
Director Charlotte Transit, past COO  
Metro [Carolyn.flowers@dot.gov](mailto:Carolyn.flowers@dot.gov) (202)  
366-2494

Roger Snoble, past Metro, DART and  
MTS CEO and APTA Hall of Fame  
Member [rsnoble@dc.rr.com](mailto:rsnoble@dc.rr.com)  
760.699.7619

John Catoe, retired; past senior strategist  
for MV Transit; past WMATA, BBB CEO  
and Metro DCO [johncatoejr@yahoo.com](mailto:johncatoejr@yahoo.com)  
310.242.5853

Mark Maloney, GM First Transit, past  
Access COO, Metro GM  
[markmaloney2009@gmail.com](mailto:markmaloney2009@gmail.com)  
714.865-4013

# Final Thoughts

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**Celtis offers the most comprehensive approach to providing design services. Here are some reasons why:**

## ***Strong understanding***

› **Celtis understands the environment** MTD operates in and what it takes to be successful.

› **Celtis offers a great team** that provides comprehensive and strategic marketing services.

## ***A great team***

› **Celtis has talented subcontractors** who are familiar with the needs and requirements of MTD.

## ***Proven approach***

› **Celtis utilizes a proven approach** that has been responsible for great success over the last three decades.

› **Celtis offers unparalleled transportation design** from a leading creative director in the industry.

## ***Amazing design***

› **Celtis offers much more than any other agency** in terms of local and industry knowledge.

› **Celtis looks at design end-to-end** maximizing brand opportunities at every contact point.

## ***Strategic delivery***

› **Celtis is a great partner** who is committed to working with MTD staff to get the best possible outcome.

› **Celtis will take MTD to the next level** in terms of generating ridership and showcasing the agency as an example for others to follow.

## ***Great value***

› **Celtis will deliver beyond expectations** through strategic brand applications designed to improve awareness, perception and performance metrics.

› **Celtis will tell a compelling story** that engages people and entices them to use MTD services.

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# Best and Final Offer

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## Hourly Rate

**Fully-loaded Blended Hourly Rate:** Celtis is proposing a fully-loaded blended rate of \$95 per hour. This is a 5% reduction from the originally proposed rate. Please note that given the extensive transportation marketing experience of the Celtis team, many tasks are completed at a much more rapid rate (in fewer hours) than less experienced agencies may take.

## Additional Expenses

**Reimbursable/Out-of-Pocket Expenses:** Celtis does not mark up out-of-pocket expenses. All expenditures will be submitted for reimbursement at cost. Copies of receipts will always accompany billing.

**Travel:** Celtis utilizes published federal rates for mileage reimbursement and travel costs.

**Media Buys:** Celtis does not mark up media. Time spent on planning and placing media will be billed at the blended hourly rate. For larger and more complex media buys, Celtis may utilize an external media buying firm. This practice maximizes resources and economies of scale. The media firm typically retains a commission (up to 15%). No additional markups will be added and invoices will always accompany billing.

**Materials:** Celtis does not markup materials. All material and production expenses are billed at cost. Copies of receipts or invoices will always accompany billing.

**Payment:** Celtis appreciates prompt payment (within 30 days of receipt of billing).

**Offer Validity:** This offer is valid for 180 days from the BAFO submittal date of July 6, 2016.

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To: MTD Board of Directors  
From: Jerry Estrada, General Manager  
Date: July 26, 2016  
Subject: General Manager's Report

### Operations & Maintenance

Our two newest Operators in Training, Mark Holden and Mike Adams have passed all of their training and have assumed their respective bid shifts. Congratulations to you both, and, welcome to the family!

Independence Day brought with it, the expected crowds and ridership within the system. Modifications were in place to various runs that were affected by the street closures throughout the day and evening. Extra supervision was also implemented, with individuals stationed at different locations throughout our service area, in anticipation of detours, traffic and expected crowds. There was, as planned, events in both the Goleta and Santa Barbara area. Buses were heavily used, and, it appeared that we were able to accommodate all those wishing to use our service.

EV18 is in the process of having its 350ah battery system converted to the new 400ah battery system. The serviceable 350ah batteries removed from EV18 will be used to replace weak batteries in EV14. MTD has purchase and received EV parts related to Intercon Technologies' business liquidation plans, including controllers, converters, and control systems.

MTD has provided a PO to purchase (8) 30' electric trolleys from BYD Inc. Maintenance staff made a visit to the BYD plant in Lancaster on July 7th, and were impressed with BYD's operation and facility. Maintenance staff has been working with key internal stakeholders and BYD Project Management to prepare for the pre-production meeting taking place on July 21st.

The engine swap in bus 909 has been completed. A short-block engine has been purchased to perform the engine swap on bus 907, continuing our efforts to meet the CARB mandated engine change outs for the hybrid 2011 fleet. A Detroit diesel engine has been repurposed from the previous Nova fleet, and is currently being installed in bus 431.

### Planning & Administration

Staff attended a City of Goleta Public Works pre-construction meeting on July 6 for the HAWK pedestrian signal that will replace the nearby flashing light crosswalk signal on Hollister Avenue near the Goleta Valley Community Center. Inbound and outbound bus stops are located adjacent to the project. Construction is proposed to occur from September through October.

The County is funding the relocation of two unused shelters on Los Carneros Road in Isla Vista to the two bus stops at the VA Clinic on Honor Farm Road. The shelters were purchased by the County years ago for bus stops on route on Los Carneros Road that no longer exists.

County Parks Department is coordinating with MTD on bus stop improvements as part of an open space improvement project behind the Walnut Lane/Hollister Avenue bus stop.

Congratulations to Jose Bautista, Technical Utility Worker, on his recent retirement. Jose retired after 35 years of service at MTD as an integral member of our Maintenance Department. We wish him well as he enjoys time with family and his grandchildren. MTD also congratulates Bus Driver Carlos Ornelas on his retirement. We express our deep appreciation for Carlos' service of almost 39 years with MTD!

There is an ongoing recruiting effort to hire drivers. Human Resources is offering the driver orientation and video testing every other week, and is utilizing both traditional print ads and several internet resources for recruiting. Since August 2015, 14 drivers have been hired just to try and meet minimum needs to covers shifts. We are currently short 5 drivers toward that minimum need goal, and with the increase in service coming with the August bid, HR is looking to hire a total of 10 drivers. In order to do so, consideration is being given toward hiring part-time drivers and HR is working with Operations to explore this possibility. Hiring efforts also continue for the open mechanic position, and for CSRs at the Transit Center. The Maintenance Data Analyst position was filled last month and we welcome David Myers to MTD.

Installation of the AIM on-board systems on the remaining diesel fleet continues on pace with 70% now completed. A complete project status update will be provided at an August board meeting.

The complete draft "final" Transit Center Renovation plans are currently under review by staff. Once complete with any resulting revisions incorporated therein, the plans will be submitted to the City's Building & Safety Division for review.

The concrete pad and footings have been poured for the new bus stop shelter in the 400 East block of De La Guerra adjacent to the Housing Authority of the City of Santa Barbara residential facility. The Shelter will be installed in early August after the concrete has cured.

The new fence along Olive and Cota Streets has been completed providing enhanced security from vandalism for the buses parked in that area. The janitorial services contract with Big Green Cleaning Machine—formerly Service Master of Santa Barbara—terminates at the end of this August. An invitation for bids solicitation for a new contract is underway.

The canopy lift portion of the project is ongoing. Structural Engineer is working with roofing manufacturer to develop shop drawings to insure that roofing will accommodate a Photovoltaic system.

Staff has reviewed the initial assessment of needs for 480v charging on the Haley-wing, and was provided an estimate from John Maloney to upgrade the back-up generator infrastructure. Currently, there is enough 480v power for (30) 480v/80kw chargers. Mr. Maloney expressed that minimal infrastructure changes may be needed to convert the existing 240v chargers, and he would provide an estimate shortly.

The shop roof repair proposal is under review, awaiting final MTD approval, with design phase and City approval to follow. ETA to begin project is early 2017.

The audit for MTD's fiscal year ended last June 30 is in progress. Accounting staff carried out the bus parts inventory the last weekend of June with final result pending. Onsite work by the McGowan Guntermann began in mid-July and will continue into August.