

**Contract for Services Between  
County of Siskiyou – S.T.A.G.E  
And ADS In Motion**

**THIS AGREEMENT** for Contract Services ("Agreement") is made on the \_\_\_\_ day of January, 2018 by and between ADS in Motion, hereinafter referred to as "Contractor," and County of Siskiyou – S.T.A.G.E., hereinafter referred to as "County."

1. **Scope of Services.** Contractor shall perform services for County in accordance with Exhibit A, Scope of Work, attached hereto and incorporated herein, and briefly described as Bus Advertising Services.
2. **Compensation.** Contractor agrees to pay County as outlined in Exhibit B, Payment Schedule, attached hereto and incorporated herein.
3. **Term.**
  - a. **Commencement.** Services shall not be performed until the execution date of this agreement indicated above.
  - b. **Termination.** Unless terminated sooner under Section 17, this Agreement shall terminate on OCTOBER 30, 2022.
4. **Permits and Licenses.** Contractor warrants that it is fully qualified to perform the Services under this Agreement, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall pay all charges and fees in connection with said permits and licenses, and shall keep them paid and current throughout the term of this Agreement.
5. **Compliance With Applicable Laws.** Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations, whether or not expressly stated or referred to herein, including without limitation, environmental and worker safety laws and regulations. Contractor will also comply with County of Siskiyou’s bus advertising policy and regulations attached hereto as Exhibit “C” to this agreement.

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6. **Independent Contractor Status.** Contractor is performing Services as an independent contractor for County, and is neither an employee nor an agent of County. Except as otherwise provided in this Agreement, Contractor shall have sole control over the manner and method of performance of the services and shall furnish all tools, equipment, labor and materials at its cost and expense, except such materials as are specifically identified in this Agreement. County's only interest shall be in the results of such Services. County's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Contractor agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on County's account.
  
7. **Designation of Representative.** Contractor and County shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.
  
8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party. Notice shall be given to the below identified parties as follows:

**County of Siskiyou – S.T.A.G.E:**  
Melissa Cummins  
190 Greenhorn Rd,  
Yreka, CA 96097

**Contractor:**  
ADS in Motion  
Charles Edwards / Ted Sheets  
7262nd St  
Eureka, CA 95501

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9. **Indemnification.** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. **Insurance.**

- a) **General Liability and Automobile Insurance:** During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall

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be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

- b) Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement. Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.
- c) Workers' Compensation Insurance. Contractor shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.

11. **Dispute Resolution.** The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days

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after the date of notice invoking the need for dispute resolution or exercising rights under law.

Neither party may initiate court action prior to such good faith negotiation.

12. **Governing Law, Venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Siskiyou County.
13. **Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
14. **Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
15. **Entire Agreement/Modifications And Amendments.** This Agreement together all attachments constitutes the entire agreement between County and Contractor as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.
16. **Assignment, Subcontract.** Contractor may not assign its rights, interests, duties or obligations under this Agreement without prior written consent from County.  
Contractor may not subcontract Services without prior written consent from County.
17. **Termination Rights.**

Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

- a) Bankruptcy or insolvency of Contractor

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b) Death of Contractor

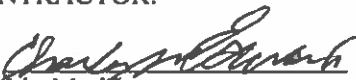
17b. Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

17c. Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

17d. Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

Executed in Yreka, California, on the date and year first above written.

CONTRACTOR:

By:   
ADS in Motion  
TAXPAYER I.D. on file

12/26/17  
Date

COUNTY OF SISKIYOU  
BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Michael N. Kobseff, Board Chair

ATTEST:  
COLLEEN SETZER  
Clerk, Board of Supervisors

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

ACCOUNTING:

Fund Organization Account Activity Code (if applicable)

5660-303010-531100 - 50% of revenue earned 5660-303010-531100 Actv: 183 - 50% of revenue earned

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed:

*For multi-year contracts, please include separate sheet with financial information for each fiscal year.*

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**EXHIBIT A – SCOPE OF SERVICES**

**SCOPE OF WORK**

- Exhibit C is a current copy of County of Siskiyou's bus advertising policy.

ADS in Motion will be solely responsible for the complete provision of each related component of the advertising program. This shall include, but is not be limited to, the marketing, production and placement of all advertising materials, and the acquisition, installation, maintenance and insurance to all related equipment during the term of the resulting agreement or agreements, if any, at no cost to County in exchange, ADS in Motion shall have the exclusive right to sell advertising space on County's transit vehicles to the extent provided herein and in the resulting contract agreement or agreements.

The number of vehicles and the extent of the advertising on such vehicles, agreement terms and conditions, the revenue sharing percentage, and the method of calculation shall be subject to negotiation between County and ADS in Motion, and is subject to County of Siskiyou's Bus Advertising Policy and Regulations, a copy of which is attached as Exhibit C.

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**EXHIBIT B  
PAYMENT SCHEDULE**

ADS In Motion will pay County a monthly commission in the amount of \$ 500.00 or 15% of gross advertising revenue, whichever is greater, by the 10th of each month and sent to the address below.

County of Siskiyou – S.T.A.G.E.  
Attn: Melissa Cummins  
190 Greenhorn Rd, Yreka, CA 96097  
Phone: (530) 842-8220  
Email: mcummins@co.siskiyou.ca.us

ADS In Motion will provide a monthly report demonstrating expenses and revenues generated by advertising conducted on County of Siskiyou's vehicles.



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**EXHIBIT C**

COUNTY OF SISKIYOU – S.T.A.G.E

BUS ADVERTISING POLICY AND REGULATIONS

I. Introduction

The County of Siskiyou’s Board is ultimately responsible for the adoption of this policy and any amendments. The Siskiyou County Board of Supervisors intends that it is operating in a proprietary capacity and its vehicles constitute non-public forums that are subject to the viewpoint-neutral restrictions set forth below.

The Siskiyou County Board of Supervisors has approved the concept of commercial advertising on the exterior of its vehicles as a means of raising revenue for the transit system. Revenue generated from commercial advertising is returned to the general operating budget and used to reduce local contributions to fund operations.

In order to realize the maximum benefit from the sale of advertising space, the program will be managed in a manner that produces as much revenue as practical, while ensuring that advertising does not:

- Discourage the use of the transit system.
- Diminish The Siskiyou County Transit's reputation in the community.
- In any way interfere with operations or jeopardize the safety of passengers, employees, and the public.
- Cause offense to its customers or the general public.

The exterior of vehicles is reserved for commercial advertising only. In addition, a portion of the interior of buses will be available for commercial advertising, with Siskiyou County also making available free public service advertising space for public agencies and non-profit organizations.

Siskiyou County may, from time to time, also use exterior and interior vehicle advertising itself

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to promote public awareness of transit programs, services and promotions. This type of advertising may include the display of flyers, brochures, posters and special advertisements.

### **II. Applicability**

This policy is applicable to County of Siskiyou Board members and its employees, and companies that contract with Siskiyou County for the leasing of advertising space on Siskiyou County S.T.A.G.E. vehicles.

### **III. Definitions**

**Commercial Advertising:** Advertising for the sole purpose of selling or renting services for property for a profit.

**Political Advertising:** Any advertising that supports or opposes the election of any candidate or group of candidates, or any ballot question, initiative, petition, or referendum issue, including bond issues, constitutional amendments, or proposed legislation.

**Non-Profit Organizations:** Organizations that meet the requirements for a tax-exempt organization under Section 501 (c) (3) of the Internal Revenue Code and that; 1. Have a physical office in the geographical boundaries served by Siskiyou County S.T.A.G.E.; 2. provide social welfare services; and 3. Serve the needs of Siskiyou County S.T.A.G.E. passengers.

**Public Service Announcements:** Non-commercial and non-political advertising by Non-Profit Organizations and public agencies promoting their social services.

### **IV. Commercial Advertising Standards**

Advertising displayed on the exterior of Siskiyou County S.T.A.G. E. buses shall be strictly commercial in nature and purpose. Commercial advertising also is available on the interior of the buses as determined by Siskiyou County S.T.A.G.E. Manager. Because Siskiyou county S.T.A.G.E. serves persons of all ages and backgrounds and strives to create a

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comfortable and enjoyable experience for all passengers, the following types of advertising are prohibited:

- Materials that contain false, misleading, libelous, slanderous, or deceptive images.
- Advertising for illegal drugs.
- Advertising for adult products, services or entertainment directed to sexual stimulation.
- Advertising that depicts sexually explicit, obscene and /or pornographic images or words.
- Advertising that portrays graphic violence.
- Advertising that contains discriminatory, derogatory, negative or personal attacks against individuals, groups or organizations.
- Advertising that is political
- Advertising that is directed to inciting or producing imminent lawless action, or is likely to incite or produce such action, including but not limited to unlawful actions.
- Advertising that encourages persons to refrain from using Siskiyou County S.T.A.G.E. or public transit in general.
- Advertising that explicitly and directly promotes or encourages the use of means of transportation in direct competition with S.T.A.G.E.
- Advertising that contains Siskiyou County S.T.A.G.E.'s name, brand logo, slogans or other graphic representations of the S.T.A.G.E. system, unless written consent from Siskiyou County S.T.A.G.E. is obtained prior to use.
- The prohibitions also supply to advertisements that include a website that provides a message that does not comply with this Section.

### **V. Production and Placement Guidelines**

Advertising materials will be produced at the advertiser's expense and must be of good quality and conform to standards for size, weight, material and other physical characteristics as set by Siskiyou County S.T.A.G.E. Advertisers will be responsible for the installation and removal of advertising from vehicles and all applicable costs incurred. Siskiyou County S.T.A.G.E. staff will assist in scheduling buses for the installation or removal of advertising.

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**VI. Interior Advertising**

Agencies and Non-Profit Organizations to display public service announcement (PSA) materials free of charge will be at the discretion of Siskiyou County S.T.A.G.E. Manager. Guidelines for the acceptance of non-profit advertising are as follows:

- PSA materials will be produced at the agency's or non-profit organization's expense, and must be produced through a process that ensures reproduction of good quality on materials of specific quality and size, and conform to uniform standards set by Siskiyou County S.T.A.G.E. Manager.
- PSAs must be non-commercial, non-partisan, and non-political.
- PSAs shall adhere to the guidelines established in Section IV of this Policy.
- PSA space may be available on the interior of vehicles only, provided display space is available, as determined by Siskiyou County S.T.A.G.E. Manager.
- PSAs will be accepted on a first come, first served basis, and maybe displayed for up to 90 days.
- The sponsor of the PSA shall pay the applicable labor costs for the installation and removal of their advertising.