



California's year-round playground
playfresno.org

June 28, 2018

Fresno County Board of Supervisors
2281 Tulare Street, Room 301
Fresno, CA 93721-2198

Re: Letter Agreement Regarding State Capitol Display Project

Honorable Members of the Board of Supervisors:

This letter shall constitute an Agreement, effective upon execution by the County, by and between the County of Fresno, a political subdivision of the State of California, "County," and the Fresno/Clovis Convention & Visitor's Bureau, a destination marketing organization, whose address is 1180 E. Shaw Avenue, Suite 201, Fresno, CA 93710, "Visitor's Bureau." This Agreement is being entered into for the purpose of updating the Fresno County State Capitol Display. This Agreement is in the mutual interest of and benefits both County and Visitor's Bureau because it promotes the County of Fresno at the State's capitol.

Visitor's Bureau shall pay all costs, fees, charges, licenses, and taxes associated with the development, completion, and installation of the County of Fresno's display at the California State Capitol Building, located at 1315 Tenth Street in Sacramento ("Display"). The funds paid by the Visitor's Bureau for the Display shall not exceed seven thousand five hundred dollars (\$7,500) per year. The Visitor's Bureau's contractor invoice is attached and incorporated by this reference as Exhibit A, and shall be paid for entirely by the Visitor's Bureau. The Visitor's Bureau shall be responsible for any overruns of costs, fees, charges, licenses, or taxes. The County shall have the exclusive right to approve all images, information, and content in the presentation displayed in the County of Fresno Display. This content shall include tourist information about the County of Fresno. County's approval shall be made, or may be withheld, in County's absolute discretion. Visitor's Bureau may only use County's logo with County's prior written permission.

Toll Free: 800.788.0836
Main: 559.981.5500
Fax: 559.445.0122

Fresno/Clovis
Convention & Visitors Bureau

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Visitor's Bureau is acting only as an independent contractor under this Agreement. Visitor's Bureau may not assign or transfer its obligations under this Agreement without the prior written consent of County. This Agreement may only be modified by the mutual written agreement of the Visitor's Bureau and the County. This Agreement is the entire agreement between the Visitor's Bureau and the County regarding the Display and supersedes all previous commitments and understandings of any nature.

Visitor's Bureau agrees to indemnify, save, hold harmless, and at County's request, defend the County, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to County in connection with the performance, or failure to perform, by Visitor's Bureau, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Visitor's Bureau, its officers, agents, or employees under this Agreement.

In developing, constructing, and installing the Display, Visitor's Bureau shall comply with all applicable local (including but not limited to the County ordinance code), state and federal laws, rules and regulations, and the requirements of the State of California Department of General Services (GSA). Visitor's Bureau and its contractors and assigns shall cordon off all installation work for the Display to keep the public away during construction and installation and shall perform all services in a safe manner.

Visitor's Bureau shall designate a representative to serve as a point of contact with the County and ensure that the Display is completed in a manner satisfactory to County.

Visitor's Bureau estimates that the Display shall be completed by September 30, 2018 depending on time required for content approval.

The County Administrative Officer is hereby authorized by County to give any approvals necessary to administer this Agreement.

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Upon the execution of this Agreement by the County, this Agreement shall be binding upon the Visitor's Bureau and the County.

Very truly yours,

Fresno/Clovis Convention &
Visitor's Bureau

By: Layla Forstedt

Layla Forstedt
President/CEO

Agreed:

County of Fresno

By: Sal Quintero
Sal Quintero, Chairperson
Fresno County Board of Supervisors

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By: P. De Croy Deputy

Copy (via email): Layla Forstedt, President/CEO

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Exhibit A

Estimate

RhinoMedia, Inc.
PO BOX 25875
Fresno, CA 93729
831 229-9021
Mike@captivesigns.com
www.captivesigns.com



ADDRESS

CVB
Attn: Layla Forstedt
1180 E. Shaw Avenue, Suite 201
Fresno, CA 93710

SHIP TO

CVB
Attn: Layla Forstedt
1180 E. Shaw Avenue, Suite 201
Fresno, CA 93710

ESTIMATE

1010

DATE

05/26/2018

ACTIVITY	QTY	RATE	AMOUNT
55" W Box 4k Monitor with 24 month warranty	1	525.00	525.00T
40" - 65" Articulating Portrait Mount	1	159.00	159.00T
Installation and Set-up Installation and set-up	2	100.00	200.00
Travel Fee - Sacramento	1	150.00	150.00
CA Waste Fee State of California E-Waste Recycling Fee	1	25.00	25.00
CS SERVICE CaptiveSign Comprehensive Service & Support	12	150.00	1,800.00

Service is for 1 year

All other items are purchased and owned by the CVB other than set -up and travel

SUBTOTAL

2,859.00

TAX (7.975%)

54.55

TOTAL

\$2,913.55

Accepted By

Accepted Date