

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



1180 E Shaw #201 Fresno, CA 93710 www.playfresno.org



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

Layla Forstedt

President/CEO

Agreed:

County of Fresno

I

By

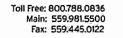
Sal Quintero, Chairperson Fresno County Board of Supervisors

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

Deputy

Copy (via email):

Layla Forstedt, President/CEO





1180 E Shaw #201 Fresno, CA 93710 www.playfresno.org

RhinoMedia, Inc.

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

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

ESTIMATE #	DATE	
1010	05/26/2018	

RHINOMEDIA DIGITAL SIGNAGE SOLUTIONS

SHIP TO

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

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		SUBTOTAL	2,859.00
All other items are purchased and owned by the CVB oth travel	er than set -up and	TAX (7.975%) TOTAL	^{54.55} \$2,913.55

Exhibit A

Estimate

Accepted By

Accepted Date