

Item # 4-3B

**Carson City  
Agenda Report**

**Date Submitted:** October 28, 2008

**Agenda Date Requested:** November 6, 2008

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** City Manager

**Subject Title:** Action to approve an amendment to the Lease of Municipal Property to the Carson City Arts Alliance, Inc. dated June 24, 1977 by recognizing that the Carson City Arts Alliance, Inc is now the Brewery Arts Center and by amending Section XII Insurance to reflect current insurance amounts and terms.

**Staff Summary:** The Carson City Arts Alliance, Inc. formerly changed their name to the Brewery Arts Center some time ago and this amendment would reflect that change. The City is required to maintain certain levels of insurance for liability and damage as determined by the insurance provider and therefore requires parties that lease City facilities or property to have the same coverage.

**Type of Action Requested:** (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve an amendment to the Lease of Municipal Property to the Carson City Arts Alliance, Inc. dated June 24, 1977 by recognizing that the Carson City Arts Alliance, Inc is now the Brewery Arts Center and by amending Section XII Insurance to reflect current insurance amounts and terms

**Explanation for Recommended Board Action:** See staff summary.

**Applicable Statue, Code, Policy, Rule or Regulation:** Lease of Municipal Property dated June 24, 1977

**Fiscal Impact:** None to the City

**Explanation of Impact:** N/A

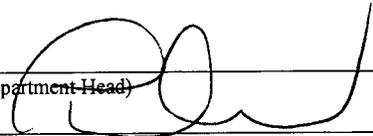
**Funding Source:** N/A

**Alternatives:**

**Supporting Material:** Amendment to the Lease of Municipal Property

Prepared By: Lawrence A. Werner, P.E., P.L.S., Director/City Engineer

Reviewed By:

  
\_\_\_\_\_  
(Department Head)

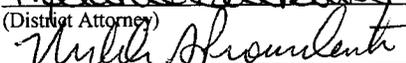
Date: \_\_\_\_\_

\_\_\_\_\_  
(City Manager)

Date: 10-28-08

  
\_\_\_\_\_  
(District Attorney)

Date: 10-28-08

  
\_\_\_\_\_  
(Finance Director)

Date: 10-28-08

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

Amendment No. 1 to the  
Lease of Municipal Property  
(Brewery Arts Center)

This amendment made November \_\_\_\_, 2008, between Carson City, a consolidated municipality under the laws of the State of Nevada, herein referred to as Lessor, and the Brewery Arts Center (formerly the Carson City Arts Alliance, Inc.), a corporation organized under the laws of the State of Nevada, herein referred to as Lessee.

WITNESSETH:

Whereas, the original Lease of Municipal Property was entered into on June 24, 1977 between Lessor and Lessee; and

Whereas, Section XII Insurance stated that the Lessee shall carry liability insurance with minimum limits of \$100,000/\$300,000; and

Whereas, Lessee has actually been carrying insurance in amounts higher than the stated minimums; and

Whereas, Lessor desires to adjust the minimum limits to reflect current practice and to provide higher minimum limits;

Now, therefore, the parties agree to amend Section XII as follows:

XII. INSURANCE

Lessee shall indemnify and save harmless the Lessor, its officers, agents and employees, from and against any and all claims, demands, loss or liability of any kind or nature which Lessor, its officers, agents and employees, or any of them, may sustain or incur or which may be imposed upon them or any of them, for injury to or death of any persons or damage to any property in the use of the premises leased herein.

Lessee agrees to have and maintain a policy of Comprehensive General Liability insurance covering the leased Premises throughout the term of the Lease at no cost to the Lessor in the amount of \$1,000,000 per Occurrence and \$2,000,000 in the Aggregate.

Lessee agrees to provide a Certificate of Insurance and a Policy Endorsement naming Lessor as an Additional Insured.

Carson City Purchasing and Contracts, 201 North Carson Street, Suite 11, Carson City NV. 89701 shall be listed as the certificate holder.

The Comprehensive General Liability Insurance shall include coverage for, (but not limited to) Liability coverage arising from Premises, Operations, Independent Contractors, Products/Completed Operations, Personal and Advertising Injury, and Liquor Liability.

Lessee's Comprehensive General Liability insurance shall be primary insurance with respect to the Named Insureds and Additional Insureds.

Lessee shall maintain adequate fire and extended casualty insurance to the premises to cover replacement costs.

The Certificate of Insurance shall state that coverage may not be cancelled or modified unless and until thirty (30) days written notice is given to Carson City. Lessee agrees to carry Workers Compensation Insurance in the amount of the Statutory Limits for the State of Nevada with a limit of \$1,000,000 for Employers Liability. Insurance coverage is to be placed with insurance carriers with a Best's rating of no less than A-VII and that are acceptable to Lessor. The insurance carriers must be approved to do business in the State of Nevada.

The procuring of such policies of insurance shall not be construed to be a limitation upon the Lessee's liability, or as full performance on its part of the indemnification provisions of this lease, lessee's obligation being, notwithstanding said policies of insurance, for the full and total amount of any damage, injury or loss caused by negligence or neglect connected with its operation under this lease.

In Witness Whereof, the said parties have executed this amendment the day and year first above written.

Lessor:  
Carson City  
A Consolidated Municipality

\_\_\_\_\_  
Marv Teixeira, Mayor

Attest:

\_\_\_\_\_  
Alan Glover, Clerk

Lessee:  
Brewery Arts Center  
(Formerly the Carson City Arts  
Alliance, Inc.)

\_\_\_\_\_  
Title \_\_\_\_\_