



Prepared By: Sheri Russell, Accounting Manager

Reviewed By: Michael A. P. [Signature]

(Finance)

[Signature]  
(City Manager)

[Signature]  
(District Attorney)

Date: 6/9/15

Date: 6/9/15

Date: 6-9-15

**Board Action Taken:**

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

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

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

Aye/Nay

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

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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
AMENDMENT No. 1  
Contract No. 1213-061  
Title: Brewery Arts Center**

**THIS AMENDMENT** is made and entered into this 1<sup>st</sup> day of July, 2015, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Brewery Arts Center, hereinafter referred to as the "**CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 1213-061**.

**WITNESSETH:**

**WHEREAS**, during the performance of **CONTRACTOR'S** duties pursuant to **CONTRACT # 1213-061** the **CITY** determined that additional time is required for **CONTRACTOR** to perform the original *Scope of Work* of the **CONTRACT**; and

**WHEREAS**, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

**NOW, THEREFORE**, in consideration of the aforesaid mutual promises herein, **CITY** and **CONTRACTOR**, by and through their respective authorized representatives hereby agree to:

1 Amendment of Term of **CONTRACT # 1213-061** to provide in its entirety as follows:

This Contract shall be effective from July 1, 2015, subject to Carson City Board of Supervisors' approval (anticipated to be June 18, 2015) to June 30, 2016, unless sooner terminated by either party as specified in **Section 9 Contract Termination**.

2 Amend Paragraph 7(A) of **CONTRACT #1213-061** to provide in its entirety as follows:

Performance of programming minimums set forth in this section is predicated on City funding of BAC remaining at its current level, \$140,000, paid in equal installments quarterly, in July, October, January, and March, commencing July 1, 2015.

**IT IS ALSO AGREED**, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
AMENDMENT No. 1  
Contract No. 1213-061  
Title: Brewery Arts Center**

**ACKNOWLEDGMENT AND EXECUTION:**

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

**CARSON CITY**

Finance Director  
Attn: Sheri Russell, Accounting Manager  
Purchasing and Contracts Department  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7222  
Fax: 775-887-2107  
SRussell@carson.org

By:   
Sheri Russell, Accounting Manager

DATED 6/9/15

**CITY'S LEGAL COUNSEL**  
Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By:   
Deputy District Attorney

DATED 6-9-15

**CITY'S ORIGINATING DEPARTMENT**

BY: Nick Providenti, Director  
Carson City Finance Department  
Carson City, NV 89701  
Telephone: 775-283-7143  
Fax: 775-887-2107  
NProvidenti@carson.org

By: 

DATED 6/9/15

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
AMENDMENT No. 1  
Contract No. 1213-061  
Title: Brewery Arts Center**

Tom Krippaehne , deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

**CONTRACTOR**  
**BY:** J. Kyle Horvath  
**TITLE:** President  
**FIRM:** Brewery Arts Center  
**CARSON CITY BUSINESS LICENSE #:** 15-8691  
**Address:** 449 West King Street  
**City:** Carson City **State:** NV **Zip Code:** 89703  
**Telephone:** 775-883-1976  
**E-mail Address:** info@breweryarts.org

\_\_\_\_\_  
(Signature of **CONTRACTOR**)

DATED \_\_\_\_\_.

STATE OF \_\_\_\_\_ )

) ss

County of \_\_\_\_\_ )

Signed and sworn (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by J. Kyle Horvath.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
AMENDMENT No. 1  
Contract No. 1213-061  
Title: Brewery Arts Center**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on June 18, 2015, approved the acceptance of **CONTRACT No. 1213-061**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
ROBERT L CROWELL, MAYOR

DATED this 18<sup>th</sup> day of June, 2015.

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 18<sup>th</sup> day of June, 2015.

Performance measures for BAC:

**GOAL:**

Broadcast public meetings on the government public access channels, streaming services and video on demand.

**MEASUREMENT:**

1. Produce and broadcast, live and video on demand, government meetings in the Sierra Room and off site locations, with 95% of video on demand posted within 5 business days of the meeting. \*

(\*1 month grace period at start of amended contract to ensure proper training and conversion of videos)

**GOAL:**

Ensure that modern recording and production equipment is up to date, properly insured, and correctly inventoried.

**MEASUREMENT:**

1. Develop an annual Technology Plan provided to the City by the end of first fiscal quarter. [Technology plan will include process for City purchased items to be properly tagged, current inventory of all City and BAC purchased hardware and software, future equipment need projections, and proof of insurance for all equipment.]

**GOAL:**

Produce and broadcast programming.

**MEASUREMENT:**

1. Produce and broadcast, live and video on demand, government meetings in the Sierra Room and off site locations, with 95% of video on demand posted within 5 business days of the meeting. \*

2. Coordinate with Carson City Visitors Bureau in producing and broadcasting a pro tourism awareness piece once per quarter.

3. Coordinate with Carson City Chamber of Commerce in producing and broadcasting a pro business piece once per quarter.

4. Increase public awareness of electronic bulletin board by 10% annually.

**GOAL:**

Operate a Community Access Center.

**MEASUREMENT:**

1. Offer once-a-month video production training available to Adults at no additional cost.

2. Offer once-a-month video production training available to Youth at no additional cost.

**GOAL:**

Maintain sound and transparent operations, including financial documents.

**MEASUREMENT:**

1. BAC produces annual report describing key activities of past and audited financial statements.

2. Produce and broadcast annual public service announcement providing an overview of services offered by the BAC, presented to the Board of Supervisors at or near the end of each fiscal year.