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KAREN ELLISON, RECORDER

Assessor's Parcel Number: N/A

Date: NOVEMBER 7, 2019

Recording Requested By:

Name: GLEN RADTKE, FLT & BLDG MAINTENANCE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AMENDED CONTRACT #2019.202
(Title of Document)

11-7-19
DATE

DOUGLAS COUNTY CLERK
MINDEA, NV

BY *[Signature]* DEPUTY

AMENDMENT #01 TO

A CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

RICHARD M. GUTIERREZ & ROSA M. GUTIERREZ

DBA ROSIE'S EMERALD CLEANING SERVICES

This Amendment #01 To a Contract for Services by an Independent Contractor is entered into this 28 day of November, 2018 by and between Douglas County, a political subdivision of the State of Nevada (the "County"), Richard M. Gutierrez and Rosa M. Gutierrez ("Assignor") and Rosie's Emerald Cleaning Services LLC, a Nevada Limited Liability Company ("Assignee"). The County, Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, the County and Assignor entered into a Contract for Services by an Independent Contractor ("Contract"), with an effective date of November 30, 2018; and

WHEREAS, Section 11 of the Contract requires written consent of the county prior to any assignment of Assignor's rights and obligations under the contract; and

WHEREAS, Section 16 of the Contract requires any contract amendments to be executed in writing; and

WHEREAS, the County desires to add new Service Locations to the existing Contract; and

WHEREAS, the Parties mutually agree that it would be advantageous to each of them to amend the Contract as set forth herein.

NOW, THEREFORE, be it agreed between County, Assignor and Assignee that the terms of the Contract will be amended as follows:

1. This Amendment shall become effective on November 30, 2018 ("Effective Date")
2. Except as specifically stated or amended herein, the Parties agree that the words and phrases within this Amendment shall have the meanings set forth in the Contract.
3. All terms covenants and conditions of the Contract are hereby ratified and reaffirmed by the Parties hereto, as amended.
4. Assignment:
 - a. Prior to the Effective Date, Assignor shall provide to County with all insurance documents as required under the Contract. Such insurance documents shall indicate Assignee as an additional insured.
 - b. Assignee hereby accepts this assignment and agrees to assume and be bound by all of the terms of the Contract (a copy of which has been received and reviewed by Assignee), beginning on the Effective Date.

- c. The County's consent to this assignment shall not constitute consent to any future assignments.
- d. Upon the Effective Date, the term "Contractor" under the Contract shall be amended to delete reference to "Richard M. Gutierrez and Rosa M. Gutierrez, sole proprietors registered in the State of Nevada and d/b/a Rosie's Emerald Cleaning Services" and replace such reference with "Rosie's Emerald Cleaning Services LLC, a Nevada Limited Liability Company (NV Business ID: NV20181837353)."
- e. All notices pursuant to Section 23 of the Contract to Assignee/Contractor shall be sent to:

To Contractor: Rosie's Emerald Cleaning Services LLC
 PO Box 3335
 Carson City, Nevada 89702
 775-3158358

5. Additional Service Locations:

- a. The Service Locations set forth in Exhibit A of the Contract shall be amended to include the following additional locations:

- i. **Public Guardian Office**

- Total Square feet: 800
 - Total number of days to be cleaned: 1
 - Conference/meeting room: none
 - Elevator: none
 - Lunchroom/kitchen: 1
 - Offices: 4
 - Restrooms: 1
 - Showers: none
 - Stairs: none
 - Hours open to the public: N/A

- ii. **DA's Satellite Office**

- Total Square feet: 1000
 - Total number of days to be cleaned: 5
 - Conference/meeting room: none
 - Elevator: none
 - Lunchroom/kitchen: 1
 - Offices: 5
 - Restrooms: 1
 - Showers: none
 - Stairs: none
 - Hours open to the public: 8:00 a.m.- 5:00 p.m.

- b. Contract Price of \$163,107.72 per year shall be amended to include an additional \$5,193.24 for a total Amended Contract Price of One Hundred and Sixty-Eight Thousand, Three Hundred Dollars and Ninety-Six Cents (\$168,300.96) per year.

- 6. The Parties each agree and acknowledge to the extent not expressly modified hereby, all of the terms and conditions of the Contract shall remain unchanged and in full force and

effect. If anything contained in this Amendment conflicts with any terms of the Contract, then the terms of this Amendment shall govern.

Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has the legal power and authority to sign this instrument.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through Jenifer Davidson, Acting County Manager, and the Assignor, Richard M. Gutierrez & Rosa M. Gutierrez, as individuals in their own capacity, and Assignee, Rosie's Emerald Cleaning Services LLC, through its managing member, Richard M. Gutierrez on the respective dates indicated below.

Assignor (Richard M. Gutierrez & Rosa M. Gutierrez)

By:  11-28-18
Richard M. Gutierrez (Date)

By:  11-28-18
Rosa M. Gutierrez (Date)

Assignee (Rosie's Emerald Cleaning Services LLC)

By:  11-28-18
Richard M. Gutierrez, Manager (Date)

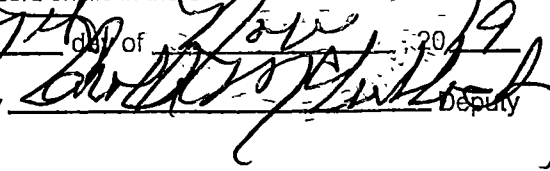
Douglas County

By:  12/6/18
Jenifer Davidson (Date)
Acting County Manager

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

7th day of June, 2019
By:  Deputy