

**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
FRANK J. OR LAUREL R. CONTE DBA CONTE'S GENERATOR SERVICE**

THIS AMENDMENT NO. 2 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Frank J. or Laurel R. Conte dba Conte's Generator Service (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on October 5, 2015 (hereinafter, "Agreement") to provide generator maintenance and repair for various County Service Areas (CSAs) and County Sanitation Districts (CSDs) (hereinafter, "services") through October 2, 2018 for an amount not to exceed \$39,650; and

WHEREAS, Agreement was amended by the Parties on July 7, 2017 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$79,300 which resulted in a total not to exceed amount of \$118,950 with no term extension; and

WHEREAS, County has a continued need for services; and

WHEREAS, CONTRACTOR's annual not to exceed amount was \$39,650 for the services provided for the initial three (3) year term of the Agreement; and

WHEREAS, there are remaining funds from the Agreement's total not to exceed amount of \$118,950; and

WHEREAS, additional funding is not necessary; and

WHEREAS, additional time is necessary to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to October 2, 2019 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement", to read as follows:

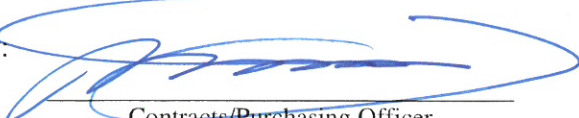
The term of this Agreement is from October 2, 2015 to October 2, 2019, unless sooner terminated pursuant to the terms of this Agreement.

2. Delete the “Professional Liability Insurance” section of Paragraph 9.03, “Insurance Coverage Requirements” under Section 9.0, “Insurance Requirements”.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Contracts/Purchasing Officer

Frank J. or Laurel R. Conte
dba Conte's Generator Service
Contractor's Business Name

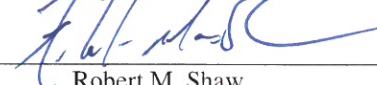
Date: 9-20-18


By: 
(Signature of Chair, President or Vice President)

Its: Frank J. Conte, Owner/Sole Proprietor
(Print Name and Title)

Date: 8-10-18

**Approved as to Form and Legality
Office of the County Counsel**

By: 
Robert M. Shaw
Deputy County Counsel

By: 
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Laurel R. Conte, Owner/Sole Proprietor
(Print Name and Title)

Date: 9-14-2018

Date: 8-7-18

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 9-14-18

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER G.L. Anderson Ins Svcs Inc an affiliate of Professional Ins Assoc 101 Parkshore Dr, Ste 215 Folsom CA 95630	CONTACT NAME: PHONE (A/C, No, Ext): 916-353-5130 FAX (A/C, No): E-MAIL ADDRESS: certificates@glandersonins.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Atain Specialty Insurance Co.	NAIC #
INSURED CONTE01 Conte's Generator Service P.O. Box 1469 Monterey CA 93942	INSURER B: Evanston Ins. Co. 35378	
	INSURER C: Wesco Insurance Company 25011	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 652012732

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

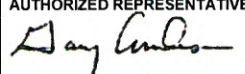
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CIP326841	9/28/2017	9/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOBW7327917	9/28/2017	9/28/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	VWC3302256	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Borrowed Equipment			CIP326841	9/28/2017	9/28/2018	Limit \$40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Monterey, Officers and employees are shown as Additional Insured for General Liability per form attached. Insurance is primary and non-contributory per form.

10 day notice of cancellation for non payment of premium

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey Facilities Administration 855 E Laurel Dr BLDG C Salinas CA 93905	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: THE COUNTY OF MONTEREY ITS OFFICERS AGENTS AND EMPLOYEES 168 W ALISAL STREET 2ND FLOOR SALINAS, CA USA 93901	Named Insured: FRANK CONTE PO BOX 1469 MONTEREY CA 93942-1469
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Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648533407			
<input checked="" type="checkbox"/> 1 - Any Auto	<input type="checkbox"/> 2 - Owned Autos Only	<input type="checkbox"/> 3 - Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 - Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 - Owned Autos Subject to No Fault	<input type="checkbox"/> 6 - Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 - Specifically Described Autos	<input checked="" type="checkbox"/> 8 - Hired Autos Only	<input checked="" type="checkbox"/> 9 - Nonowned Autos Only	
Policy Effective Date: 12-04-2017		Policy Expiration Date: 12-04-2018	
Limits of Insurance: \$1,000,000	Combined Single Limit (each accident)		
BI Per Person	BI Per Accident	PD Per Accident	
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
Interested Party Type: Additional Insured - Municipality			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.			

Producer: CLAUDIA DEMARANVILLE	
Authorized Representative:	
Date: 08-24-18	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This Endorsement Changes the Policy -Please Read it Carefully

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Sole Negligence)**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV –Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Specifically and solely for the Third-Party shown below, notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph, it is hereby agreed that in the event of any "suit" where the damages are caused by the insured's sole negligence, **this insurance shall be primary** and any other insurance maintained by the additional insured named as the Third Party below shall be excess **and non-contributory**.

The Third-Party to whom this endorsement applies is:

ANY PARTY FOR WHOM THE INSURED IS PERFORMING SERVICES, AT A SPECIFIED PROJECT SET FORTH IN A WRITTEN CONTRACT, THAT: (1) HAS BEEN SIGNED BY ALL PARTIES, INCLUDING THE NAMED INSURED AND THE PARTY SEEKING COVERAGE UNDER THIS ENDORSEMENT; AND (2) HAS BEEN ENTERED INTO BEFORE ANY LOSS HAS OCCURRED.

Any coverage provided pursuant to this endorsement shall be subject to all other terms, conditions, exclusions and endorsements of the policy to which this form is attached.

The endorsement is effective on the inception date of the policy unless otherwise stated below.

Policy Number: **CIP326841**

Named Insured: CONTE'S GENERATOR SERVICE

Endorsement Effective Date: 09/28/2017

POLICY NUMBER: 648533407

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FRANK CONTE
Endorsement Effective Date: 08-24-2018

SCHEDULE

Name Of Person(s) Or Organization(s):
THE COUNTY OF MONTEREY ITS OFFICERS AGENTS AND
EMPLOYEES
168 W ALISAL STREET 2ND FLOOR
SALINAS, CA USA 93901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number
648533407

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 003

Allstate Insurance Company

Effective Date: 08-24-18
12:01 A.M., Standard Time

Named Insured FRANK CONTE
(SEE NAMED INSURED ENDORSEMENT)

Agent Name CLAUDIA DEMARANVILLE

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by below.

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
- COMMERCIAL AUTOMOBILE
-

NO CHARGE

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Covered Property/Location Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Exposure/Insurance |

is (are) changed to read {See Additional Page(s)}

THE FOLLOWING FORM(S) HAS BEEN ADDED:
AA CW 23 09-14 PRIMARY AND NON-CONTRIBUTORY ENDT
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

No Changes To be Adjusted at Audit

Additional NO CHARGE Return NO CHARGE

Tax and Surcharge Changes

Additional Return

Countersigned By: CLAUDIA DEMARANVILLE
AUTHORIZED AGENT

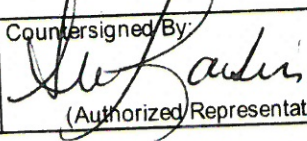
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement Effective: 08-24-2018	Countersigned By:  (Authorized Representative)
Named Insured: FRANK CONTE	

SCHEDULE

Name of Person(s) or Organization(s):

THE COUNTY OF MONTEREY ITS OFFICERS AGENTS AND
EMPLOYEES

168 W ALISAL STREET 2ND FLOOR
SALINAS, CA USA 93901

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is modified by this endorsement, only as it applies to any coverage provided to the person or organization designated in the schedule of this endorsement and only to the extent that such person or organization qualifies as an "insured" under this policy.

If the named insured has entered into an agreement with the person or organization designated in the Schedule of this endorsement, which requires that the insurance available to them under this policy be applied on a primary and non-contributory basis, the following provision applies:

Any coverage provided under this policy to the person or organization designated in the Schedule of this endorsement is primary, and we will not seek contribution from any other Automobile Liability insurance otherwise available to the designated person or organization.

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MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY
Carl P. Holm, AICP, Director



LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS
1441 Schilling Place, South 2nd Floor (831)755-4800
Salinas, California 93901-4527 www.co.monterey.ca.us/rma

MEMORANDUM

Date: September 21, 2018

To: Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez *DMM*
Management Analyst II

Subject: AMENDMENT NO. 2 TO STANDARD AGREEMENT NO. A-13610 BETWEEN FRANK J. OR LAUREL R. CONTE DBA CONTE'S GENERATOR SERVICE FOR GENERATOR MAINTENANCE AND REPAIR FOR VARIOUS COUNTY SERVICE AREAS, COUNTY SANITATION DISTRICTS AND SPECIFIC COUNTY FACILITIES (RFP #10551)

For your records, please find attached an original executed copy of Amendment No. 2 to Standard Agreement (SA) No. A-13610 between Frank J. or Laurel R. Conte dba Conte's Generator Service and the County of Monterey for the above referenced services.

If you have any questions, please contact me directly at Ext. #8966. Thank you.

DMM

Attachments: Executed Amendment No. 2 to the SA – 1 *Original*
Board Order for Amendment No. 1 to the SA, Passed and Adopted on 06/27/17 - 1
Copy for Reference