

FIRST AMENDMENT TO
FOREIGN-TRADE ZONE OPERATING AGREEMENT NO. 15-3306
BETWEEN THE CITY OF LOS ANGELES
AND
SCHENKER, INC.

THIS FIRST AMENDMENT to Foreign-Trade Zone ("FTZ") Operating Agreement No. 15-3306 ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and SCHENKER, INC. ("Operator") as follows:

WHEREAS, City and Operator wish to extend the term of Agreement No.15-3306 an additional five (5) years; and

WHEREAS, City and Operator also agree to further modify language to Agreement No. 15-3306;

NOW, THEREFORE, BE IT RESOLVED, that Agreement No. 15-3306 between the City of Los Angeles and Schenker, Inc., be hereby amended as follows:

1. ARTICLE II. AUTHORITY GRANTED/ACCEPTED, TERM AND AGREEMENT.

Section 2.03, Term of Agreement, subsection A, Term of Renewal. The initial term of this Agreement shall be extended an additional five (5) years beginning on April 1, 2020 and ending on March 31, 2025.

2. ARTICLE XIV. INDEMNIFICATION AND INSURANCE

A. Subsection 14.02, Acceptable Evidence and Approval of Insurance, is deleted in its entirety and shall be replaced with the following:

"Electronic submission is the required method of submitting Operator's insurance documents. Operator's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Operator's behalf."

B. Subsection 14.10, Renewal of Policies, is deleted in its entirety and shall be replaced with the following:

"At least thirty (30) days prior to the expiration of each policy, Operator shall direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new

insurance has been obtained, evidence of insurance as specified above. If Operator neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be charged to Operator in the next invoice."

Except as amended herein, all remaining terms and conditions of Agreement No. 15-3306 shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this First Amendment on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
BOARD OF HARBOR COMMISSIONERS

Date _____, 2020

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

Date _____, 2020

SCHENKER, INC.
By _____

(Print/Type Name and Title)

Attest _____

(Print/Type Name and Title)

APPROVED AS TO FORM AND LEGALITY

_____, 2020
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
HELEN J. SOK, Deputy

HJS:Its
01/27/2020