

FIRST AMENDMENT TO
FOREIGN-TRADE ZONE OPERATING AGREEMENT NO. 14-3264
BETWEEN THE CITY OF LOS ANGELES
AND
DEPENDABLE HIGHWAY EXPRESS, INC.

THIS FIRST AMENDMENT to Foreign-Trade Zone ("FTZ") Operating Agreement No. 14-3264 ("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 DEPENDABLE HIGHWAY EXPRESS, INC. ("Operator") as follows:

WHEREAS, City and Operator wish to extend the term of Agreement No. 14-3264 an additional five (5) years; and

WHEREAS, City and Operator also agree to further modify language to Agreement No. 14-3264;

NOW, THEREFORE, BE IT RESOLVED, that Agreement No. 14-3264 between the City of Los Angeles and Dependable Highway Express, 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 November 30, 2019 and ending on November 29, 2024.

2. ARTICLE XIV. INDEMNIFICATION, INSURANCE, BONDING AND PAYMENT OF OBLIGATIONS.

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 14-3264 shall remain in full force and effect.

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IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 14-3264 on the date to the left of their signatures.

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


Dated: _____, 2019

By _____
Interim Executive Director

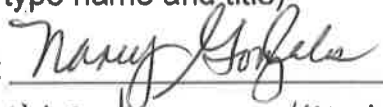
Attest _____
Board Secretary

DEPENDABLE HIGHWAY EXPRESS,
INC.

Dated: AUGUST 23, 2019

By 

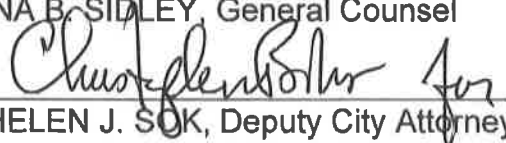
RON MASSMAN, PRESIDENT
(Print/type name and title)

Attest 

NANCY GONZALEZ, EXEC ASST
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

Sept. 13, 2019
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By 

HELEN J. SOK, Deputy City Attorney

HJS:Its
07/26/19