

PORT OF LOS ANGELES  
CONTRACTS AND PURCHASING DIVISION (CPD)  
APPROVAL OF FINAL AGREEMENT

- 1) ISS Marin
- 2) Dolphin logistic
- 3) Toshin Int'l
- 4) Aquiline Proje
- 5) Piers port
- 6) INF Marketin

Project Title Business & Trade Development Reps (Amendment) M E C

Originating Division Business & Trade Development

Extension 7651

Contract Administrator Abigail Flores (Initial each step)

Type of Agreement Board

- SE GREEN SHEET COMPLETED AND SIGNED
- NA INSURANCE ASSESSMENT
- NA SELECTION COMMITTEE MEMBERS LIST PROVIDED
- NA CONFLICT OF INTEREST STATEMENTS FROM ALL MEMBERS
- NA MEMO TO MOVE FORWARD SIGNED BY SENIOR MANAGER
- NA 1022 DETERMINATION FORM/ PROCESS PROPERLY COMPLETED
- NA UNION NOTIFICATION REQUIREMENT MET
- NA RFP, RFQ, ETC REVIEWED AND RELEASED BY CPD/CITY ATTORNEY
- NA SELECTION PROCESS COMPLETED IN ACCORDANCE WITH RFP
- NA REQUIRED INSURANCE IN PLACE
- NA BTRC NUMBER OR EXEMPTION NUMBER OBTAINED
- NA CONTRACTOR AND ALL SUBS ARE REGISTERED WITH LABAVN (REGISTRATION CONFIRMATION ON FILE)
- NA SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENT ADDRESSED
- NA AFFIDAVIT AND CONSULTANT DESCRIPTION FORMS PROPERLY COMPLETED AND SIGNED
- NA LETTER FROM CPA FOR VERIFICATION OF INCOME (SBE/VSBE)

**FOR CPD USE ONLY:**

Reviewed by: Susana Eldridge 2/24/2014  
CONTRACTS & PURCHASING DIV DATE

Verified by: Mica Carey 2/24/14  
CONTRACTS & PURCHASING DIV DATE

FIRST AMENDMENT TO AGREEMENT NO. 11-2941  
BETWEEN THE CITY OF LOS ANGELES AND  
TOSHIN INTERNATIONAL CORPORATION

THIS FIRST AMENDMENT to Agreement No. 11-2941 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 TOSHIN INTERNATIONAL CORPORATION ("Consultant") as follows:

1. Section III is amended to read:

"III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Four (4) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement."

2. Section V (B) is amended to read:

"B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Five Hundred Thousand Dollars (\$500,000). For each year of the Agreement, the maximum payable under this Agreement shall be One Hundred Twenty Five Thousand Dollars (\$125,000)."

Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Amendment. Accordingly, in no event shall this Amendment become effective until the sixth Council meeting day after Board action or the City Council's approval of the Amendment.

405 11 834

Except as amended herein, all remaining terms and conditions of Agreement No. 11-2941 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 11-2941 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Interim Executive Director

Attest \_\_\_\_\_  
Board Secretary

TOSHIN INTERNATIONAL CORPORATION

Dated: February 6, 2014

By: *Yoshito Honda*

Yoshito Honda, CEO  
(Print/type name and title)

Attest: *Hiroshi Maruyama*  
Hiroshi Maruyama, President  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

February 18, 2014  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By *Heather McCloskey*  
Heather M. McCloskey, Deputy

Account #	<u>52210</u>	W.O. #	_____
Ctr/Div #	<u>0422</u>	Job Fac. #	_____
Proj/Prog #	<u>056</u>		
Budget FY:		Amount:	
	<u>FY 14/15</u>	<u>100,000</u>	
	<u>1</u>		
TOTAL		<u>\$ 100,000</u>	
For Acct/Budget Div. Use Only:			
Verified by:	<u><i>[Signature]</i></u>		
Verified Funds Available:	<u>Anita Gregorio</u>		
Date Approved:	<u>2/18/14</u>		

FIRST AMENDMENT TO AGREEMENT NO. 11-2942  
BETWEEN THE CITY OF LOS ANGELES AND  
DOLPHIN LOGISTICS INC.

THIS FIRST AMENDMENT to Agreement No. 11-2942 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 DOLPHIN LOGISTICS INC. ("Consultant") as follows:

1. Section III is amended to read:

"III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Four (4) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement."

2. Section V (B) is amended to read:

"B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Two Hundred Thirty Two Thousand Dollars (\$232,000). For each year of the Agreement, the maximum payable under this Agreement shall be Fifty Eight Thousand Dollars (\$58,000)."

Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Amendment. Accordingly, in no event shall this Amendment become effective until the sixth Council meeting day after Board action or the City Council's approval of the Amendment.

Except as amended herein, all remaining terms and conditions of Agreement No. 11-2942 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 11-2942 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Interim Executive Director

Attest \_\_\_\_\_  
Board Secretary

DOLPHIN LOGISTICS INC.

Dated: 2/07/2014

By: [Signature]  
KEUN-HO PARK, PRESIDENT

(Print/type name and title)

Attest: [Signature]  
JOONG-BONG LIM, Team Manager  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

February 18, 2014

MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By [Signature]  
Heather M. McCloskey, Deputy

Account #	<u>52210</u>	W.O. #	_____
Ctr/Div #	<u>0422</u>	Job Fac. #	_____
Proj/Prog #	<u>057</u>		
Budget FY:		Amount:	
	<u>FY 2015</u>	<u>58,000</u>	
	TOTAL	<u>\$ 58,000</u>	
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>Arcia Gregorio</u>		
Date Approved:	<u>2/19/14</u>		

FIRST AMENDMENT TO AGREEMENT NO. 11-2943  
BETWEEN THE CITY OF LOS ANGELES AND  
ISS MARINE SERVICES, INC.

THIS FIRST AMENDMENT to Agreement No. 11-2943 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 ISS MARINE SERVICES, INC. ("Consultant") as follows:

1. Section III is amended to read:

"III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Four (4) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement."

2. Section V (B) is amended to read:

"B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Two Hundred Forty Thousand Dollars (\$240,000). For each year of the Agreement, the maximum payable under this Agreement shall be Sixty Thousand Dollars (\$60,000)."

Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Amendment. Accordingly, in no event shall this Amendment become effective until the sixth Council meeting day after Board action or the City Council's approval of the Amendment.

Except as amended herein, all remaining terms and conditions of Agreement No. 11-2943 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 11-2943 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Interim Executive Director

Attest \_\_\_\_\_  
Board Secretary

Dated: FEBRUARY 06, 2014

ISS MARINES SERVICES, INC.  
By: \_\_\_\_\_

DAVID YOUNG, GENERAL MANAGER  
(Print/type name and title)

Attest: \_\_\_\_\_  
CHINA LIN KIGAT, FINANCE MANAGER  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

February 19, 2014  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By Heather M. McCloskey  
Heather M. McCloskey, Deputy

Account #	<u>52210</u>	W.O. #	_____
Ctr/Div #	<u>0422</u>	Job Fac. #	_____
Proj/Prog #	<u>058</u>		
Budget FY:		Amount:	
	<u>FY14/15</u>	<u>\$60,000</u>	
	<u>TOTAL</u>	<u>\$60,000</u>	
For Acct/Budget Div. Use Only:			
Verified by:	<u>Jon Hill</u>		
Verified Funds Available:	<u>Armin Gregori</u>		
Date Approved:	<u>2/19/14</u>		

FIRST AMENDMENT TO AGREEMENT NO. 11-2945  
BETWEEN THE CITY OF LOS ANGELES AND  
AQUILINE PROJECT SERVICES LTD.

THIS FIRST AMENDMENT to Agreement No. 11-2945 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 AQUILINE PROJECT SERVICES LTD. ("Consultant") as follows:

1. Section III is amended to read:

"III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Four (4) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement."

2. Section V (B) is amended to read:

"B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be One Hundred Eighty Four Thousand Dollars (\$184,000). For each year of the Agreement, the maximum payable under this Agreement shall be Forty Six Thousand Dollars (\$46,000)."

3. Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Amendment. Accordingly, in no event shall this Amendment become effective until the sixth Council meeting day after Board action or the City Council's approval of the Amendment.

Except as amended herein, all remaining terms and conditions of Agreement No. 11-2945 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 11-2945 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Interim Executive Director

Attest \_\_\_\_\_  
Board Secretary

AQUILINE PROJECT SERVICES LTD.

Dated: February 6, 2014

By: \_\_\_\_\_

WILLIAM N.C. NG - MANAGING DIRECTOR  
(Print/type name and title)

Attest: P. Yuen  
PIONY YUEN - EXECUTIVE ASSISTANT  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

February 18, 2014  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By Heather M. McCloskey  
Heather M. McCloskey, Deputy

Account #	<u>52210</u>	W.O. #	_____
Ctr/Div #	<u>0422</u>	Job Fac. #	_____
Proj/Prog #	<u>061</u>		
Budget FY: Amount:			
	<u>FY 2015</u>	<u>\$46,000</u>	
	<u>TOTAL</u>	<u>\$46,000</u>	
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>Anita Buepala</u>		
Date Approved:	<u>2/18/14</u>		

FIRST AMENDMENT TO AGREEMENT NO. 11-2946  
BETWEEN THE CITY OF LOS ANGELES AND  
PIERS PORT MARKETING & CONSULTANCY

THIS FIRST AMENDMENT to Agreement No. 11-2946 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 PIERS PORT MARKETING & CONSULTANCY ("Consultant") as follows:

1. Section III is amended to read:

"III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Four (4) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement."

2. Section V (B) is amended to read:

"B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Two Hundred Thousand Dollars (\$200,000). For each year of the Agreement, the maximum payable under this Agreement shall be Fifty Thousand Dollars (\$50,000)."

Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Amendment. Accordingly, in no event shall this Amendment become effective until the sixth Council meeting day after Board action or the City Council's approval of the Amendment.

Except as amended herein, all remaining terms and conditions of Agreement No. 11-2946 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 11-2946 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Interim Executive Director

Attest \_\_\_\_\_  
Board Secretary

PIERS PORT MARKETING &  
CONSULTANCY

Dated: 6th February 2014

By: \_\_\_\_\_

TAN KEAN CHEE/Managing Director  
(Print/type name and title)

Attest: Low Wing Cheong  
LOW WING CHEONG/General Manager  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

February 20, 2014  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By Heather M. McCloskey  
Heather M. McCloskey, Deputy

Account #	<u>52210</u>	W.O. #	_____
Ctr/Div #	<u>0422</u>	Job Fac. #	_____
Proj/Prog #	<u>062</u>		
Budget FY: Amount:			
	<u>FY 14/15</u>	<u>\$50,000</u>	
	<u>TOTAL</u>	<u>\$50,000</u>	
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>Anna Gregoria</u>		
Date Approved:	<u>2/20/14</u>		

FIRST AMENDMENT TO AGREEMENT NO. 11-2947  
BETWEEN THE CITY OF LOS ANGELES AND  
UNITED EXPRESS INTERNATIONAL CORPORATION

THIS FIRST AMENDMENT to Agreement No. 11-2947 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 UNITED EXPRESS INTERNATIONAL CORPORATION ("Consultant") as follows:

1. Section III is amended to read:

"III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Four (4) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement."

2. Section V (B) is amended to read:

"B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Two Hundred Sixty Thousand Dollars (\$260,000). For each year of the Agreement, the maximum payable under this Agreement shall be Sixty Five Thousand Dollars (\$65,000)."

Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Amendment. Accordingly, in no event shall this Amendment become effective until the sixth Council meeting day after Board action or the City Council's approval of the Amendment.

Except as amended herein, all remaining terms and conditions of Agreement No. 11-2947 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 11-2947 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Interim Executive Director

Attest \_\_\_\_\_  
Board Secretary

UNITED EXPRESS INTERNATIONAL  
CORPORATION

Dated: 2/5/2014

By: [Signature]  
Shin-I Lin, President

(Print/type name and title)

Attest: [Signature]  
Thomas Soong, Manager

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

February 18, 2014  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By [Signature]  
Heather M. McCloskey, Deputy

Account #	<u>52210</u>	W.O. #	_____
Ctr/Div #	<u>0422</u>	Job Fac. #	_____
Proj/Prog #	<u>065</u>		
Budget FY:		Amount:	
	<u>FY2015</u>		<u>65,000</u>
	<b>TOTAL</b>		<b>\$65,000</b>
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>Amara Bougria</u>		
Date Approved:	<u>2/18/14</u>		

FIRST AMENDMENT TO AGREEMENT NO. 11-2948  
BETWEEN THE CITY OF LOS ANGELES AND  
INF MARKETING AND LOGISTICS, INC.

THIS FIRST AMENDMENT to Agreement No. 11-2948 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 INF MARKETING AND LOGISTICS, INC. ("Consultant") as follows:

1. Section III is amended to read:

"III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Four (4) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement."

2. Section V (B) is amended to read:

"B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Three Hundred Forty Thousand Dollars (\$340,000). For each year of the Agreement, the maximum payable under this Agreement shall be Eighty Five Thousand Dollars (\$85,000)."

Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Amendment. Accordingly, in no event shall this Amendment become effective until the sixth Council meeting day after Board action or the City Council's approval of the Amendment.

Except as amended herein, all remaining terms and conditions of Agreement No. 11-2948 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 11-2948 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Interim Executive Director

Attest \_\_\_\_\_  
Board Secretary

INF MARKETING AND LOGISTICS, INC.

Dated: 2/5/14

By: Matthew P Guasco

MATTHEW P GUASCO - President  
(Print/type name and title)

Attest: Rochelle Feuerman  
Rochelle Feuerman - WITNESS  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

February 18, 2014  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By Heather M. McCloskey  
Heather M. McCloskey, Deputy

Account #	<u>52110</u>	W.O. #	_____
Ctr/Div #	<u>0422</u>	Job Fac. #	_____
Proj/Prog #	<u>066</u>		
Budget FY:    Amount:			
	<u>FY2015</u>	<u>\$85,000</u>	
	<b>TOTAL</b>	<b>\$85,000</b>	
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>Amir Gregor</u>		
Date Approved:	<u>2/18/14</u>		