

FIRST AMENDMENT TO AGREEMENT NO. \_\_\_\_\_  
BETWEEN THE CITY OF LOS ANGELES AND  
(NAME ALL CAPS)

THIS FIRST AMENDMENT to Agreement No. \_\_\_\_\_ 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 (NAME ALL CAPS) ("Concessionaire") as follows:

1. Section II is amended to increase the term by one (1) year to a new term of six (6) years, and shall be deleted and replaced with the following:

"II. TERM OF AGREEMENT

This Concession shall be effective for a term of six (6) years commencing at 12:01 a.m. on October 1, 2008 and terminating at 12:00 midnight on September 30, 2014."

2. Each of the following provisions are deleted in its entirety and shall be null and void: Section III(d) Driver Hiring, Section III(f) Compliance with Truck Routes and Parking Restrictions, and Section III(l) Placards.

3. The second sentence of Section I(b) is amended to delete the following phrase "*during the Transition Period (to the extent permitted in Section III (d) below)*" so that the amended language shall read as follows:

"Permitted Trucks may include Drayage Trucks leased or owned and operated by Concessionaire ("Concessionaire's Trucks") or leased or owned by contractor drivers and performing Drayage Service on behalf of Concessionaire under the authority of this Concession ("Contractors' Trucks")."

4. The contractual remedy provisions of Schedule 4 – Default and Termination are the only remedies to be applied by the City to enforce the Agreement, and shall be enforced by the City only to the extent consistent with the decision of the United States Supreme Court in the case, *American Trucking Associations vs. City of Los Angeles, et al.*, United States District Court Case No. 08-04920-CAS, United States Court Of Appeals for the Ninth Circuit Case No. 10-56465 and U.S. Supreme Court Case No. 11-798. Specifically, the Agreement contains no reference to criminal penalties being applied to enforce the Agreement and there shall be no application of criminal penalties implied from the Port of Los Angeles Tariff No. 4 for that purpose.

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

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

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

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

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

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

CONCESSIONAIRE NAME ALL CAPS

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

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

\_\_\_\_\_  
(Print/type name and title)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 2013

MICHAEL N. FEUER, City Attorney

By \_\_\_\_\_  
, Deputy/Assistant