

**SUPPLEMENTAL AGREEMENT NO. 6 TO CONTRACT 736
BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
SENCORP WHITE, INC.
FOR THE
COMPACT SHELVING AT THE CENTRAL LIBRARY**

THIS SUPPLEMENTAL AGREEMENT NO. 6 FOR CONTRACT NO. 736 (hereinafter "Agreement"), is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter "City"), acting by and through its Board of Library Commissioners (hereinafter "Board" or "Library"), and Sencorp White, Inc., (hereinafter "Contractor"). Library and Contractor may be referred to herein individually as a "Party" or collectively as "Parties".

WHEREAS, On October 3, 1993, the newly renovated Central Library opened with a new compact shelving system manufactured and installed by White Systems, Inc. The compact shelving provides 48,319 square feet of shelving to more than two million volumes of library materials and is much more effective and efficient than regular shelving; and

WHEREAS, On August 4, 2005, the Board approved the release of a Request for Bids (RFB) for the service and maintenance of the compact shelving at the Central Library; White Systems, Inc., was the sole proposer; and, on October 6, 2005, the Board awarded the contract to White Systems, Inc., for the period of June 14, 2006 through June 13, 2009 (Contract No. 736); and

WHEREAS, On May 28, 2009, the Board approved Amendment No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2010; and

WHEREAS, On March 25, 2010, the Board approved Amendment No. 2 to the Contract No. 736 to extend the term of the contract through June 13, 2011; and

WHEREAS, On July 7, 2011, the Board approved Supplemental Agreement No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2012; and

WHEREAS, On January 26, 2012, the Board approved Amendment No. 1 to Supplemental Agreement No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2013; and

WHEREAS, On February 14, 2013, the Board approved Amendment No. 2 to Supplemental Agreement No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2014; and

WHEREAS, On February 27, 2014, the Board approved Amendment No. 3 to Supplemental Agreement No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2015; and

WHEREAS, On March 17, 2015, the Board approved Amendment No. 4 to Supplemental Agreement No. 1 to Contract No. 736 to extend the term of the contract through June 13, 2016; and

WHEREAS, On October 31, 2015, Connell Limited Partnership acquired White Systems Inc. and changed its name to Sencorp White, Inc.; and

WHEREAS, On May 26, 2016, the Board approved Supplemental Agreement No. 2 to Contract No. 736 to extend the term of the contract through June 13, 2017; and

WHEREAS, On June 8, 2017, the Board approved Supplemental Agreement No. 3 to Contract No. 736 to extend the term of the contract through June 13, 2018; and

WHEREAS, On June 14, 2018, the Board approved Supplemental Agreement No. 4 to Contract No. 736 to extend the term of the contract through June 13, 2019; and

WHEREAS, On May 9, 2019, the Board approved Supplemental Agreement No. 5 to Contract No. 736 to extend the term of the contract through June 13, 2020; and

WHEREAS, On April 9, 2020, the Board approved Amendment No. 1 to Supplemental Agreement No. 5 to Contract No. 736 to extend the term of the contract through June 13, 2021; and

WHEREAS, On April 22, 2021, the Board approved Amendment No. 2 to Supplemental Agreement No. 5 of Contract No. 736 to extend the contract through June 13, 2022; and

WHEREAS, Sencorp White, Inc., is the sole entity that is able provide service and maintenance to the existing compact shelving in the Central Library, which requires continuous service and maintenance to remain working in an effective and efficient manner, and the Library desires that Contractor continue to provide the necessary and critical service and maintenance to meet the needs of the Library; and

WHEREAS, On September 22, 2022, the Board found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature and that it is more economical and feasible to have this work performed by an independent contractor than by City employees; and pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(7), that the services to be provided are exclusive to Contractor, and the Board determines that Contractor is a sole source provider for the service and maintenance of the compact shelving at the Central Library; and

WHEREAS, On September 22, 2022, Library staff requested that the Board approve Supplemental Agreement No. 6 to Contract 736 to extend the term by an additional one year; include the updated Standard Provisions for City Contracts (Rev 10/21 [V.4]); include a price increase; and include a Ratification Clause to ensure uninterrupted service; and

WHEREAS, Contactor has demonstrated the necessary skills and expertise to successfully perform the requested services and meet the expectations of the Library; and

WHEREAS, Funds are available to compensate Contractor in accordance with this Supplemental Agreement No. 6 to Contract 736:

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree to modify Contract No. 736 as follows:

1.0 DOCUMENTS

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- I.1 This Supplemental Agreement No. 6 to Contract 736.
- I.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]), which is attached hereto and incorporated herein by reference hereinafter as Exhibit A.
- I.3 Contract No. 736 and all successor contracts, which are attached hereto and incorporated herein by reference hereinafter as Exhibit B.

2.0 ORDER OF PRECEDENCE

This Agreement contains the full and Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement shall be resolved by considering the documents according to the following order of precedence:

- 2.1 This Supplemental Agreement No. 6 to Contract 736.
- 2.2 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).
- 2.3 Contract No. 736 and all successor contracts (Exhibit B).

3.0 TERM OF AGREEMENT

Modify Section 3 (“Term of Agreement”) of Contract No. 736 to include the following:

Contract No. 736 was initially commenced on June 14, 2006, and has been extended through successor documents and shall continue through June 13, 2023.

4.0 STANDARD PROVISIONS FOR CITY CONTRACTS

Replace Standard Provisions for City Contracts (Rev. 10/17 [V.3]) with Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

5.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions shall be applicable and required by the Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Exhibit A).

6.0 RATIFICATION CLAUSE

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Supplemental Agreement No. 6 to Contract 736. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Supplemental Agreement No. 6 to Contract 736, those services are hereby ratified.

7.0 PAYMENT

Modify Section 7 ("Payment") of Contract No. 736 to include the following:

The Library's obligation to make payments to Contractor shall not exceed \$138,000 during the term of this Agreement. No amount of work or compensation is guaranteed and all work will be performed on an as-needed and as-requested basis.

8.0 FULL FORCE AND EFFECT

Except where expressly modified by this Supplemental Agreement No. 6 to Contract 736, all other terms and conditions included in Contract No. 736 shall remain in full force and effect.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this Supplemental Agreement No. 6 to Contract 736 to be executed by their respective duly authorized representatives.

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
NAME
Title
Sencorp White, Inc.

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL BORDEN
Commission Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____