

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 26, 2022

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF A FIRST AMENDMENT TO CONTRACT NO. 821
(C-134237) WITH SUTHERLAND CONSULTING GROUP DBA
EDTECHNOLOGYFUNDS, INC.**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Approve the First Amendment to Contract No. 821 (C-134237) (“Amendment”), substantially in the form on file, with Sutherland Consulting Group dba EdTechnologyFunds, Inc., (“Contractor”) to allow the Contractor to continue to assist the Library with E-Rate projects, apply for additional federal funds, develop proposals and contracts, and ensure compliance with E-Rate projects approved by the Federal Communications Commission (FCC).
2. Find, 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, that the Library is able to enter into a contract with the Contractor pursuant to Charter Section 371(e)(8) and Los Angeles Administrative Code Section 10.15(a)(8) as the contract is based on an existing contract established by the County of San Diego (Contract No. 556127), which expires on June 30, 2023, and meets the needs of the Library.
3. Authorize the City Librarian and City Attorney to make any technical changes, if needed, to the Amendment.
4. Authorize the Board President to execute the Amendment upon the approval of the Mayor and City Council.
5. Adopt the attached Resolution regarding the Amendment between the Library and the Contractor.

B. STATEMENT OF FACTS:

1. The FCC makes federal funds available to schools and libraries for telecommunications services through a competitive program known as E-Rate.
2. On July 25, 2019, the Board of Library Commissioners (“Board”) approved a contract with Contractor to assist with the development and administration of a Request for Proposal (RFP) to solicit bids for E-Rate Category 2 Information Technology Projects and implementation of the projects (Library Resolution No. 2019-28 [C-24]).
3. On October 15, 2019, Contract No. 821 (C-134237) was executed with a start date of July 1, 2019 and is set to expire on June 30, 2022.
4. The Library requires the continued assistance of the Contractor on the eleven (11) current projects approved by the FCC, assist with federal audits upon completion of the projects, and prepare and submit documents for additional projects as the FCC has announced the continuation of the E-Rate program.
5. Library staff requests Board authorization to utilize an existing contract that the Contractor has with the County of San Diego (Contract No. 566127), which expires on June 30, 2023, and provides for all necessary services and support for the following: the E-Rate application process, Request for Proposals process, the competitive bid process, the E-Rate application submission process, compliance with the E-Rate program, funding summary, quarterly review meetings, and provide training and consultation to Library staff.
6. The Contractor has the experience, expertise and ability to provide comprehensive E-Rate Program support to comply with FCC requirements and meet the needs of the Library.
7. The First Amendment to Contract No. 821 (C-134237) will extend the existing contract until June 30, 2023. The Amendment also includes a detail of project management services and a supplemental fee schedule to cover the extended period. The contract amount will not exceed \$150,000 per fiscal year (July 1st – June 30th).
8. The Library does not have staff with sufficient qualifications and experience to provide the specialized administrative and technical services necessary to perform the work described in the contract. The work requires specialized knowledge of the federal E-Rate program, application process, audit policies, and project support.

9. Funds are available in the Library's Contractual Services Account 3040 to compensate the Contractor for services provided in accordance with the First Amendment to Contract No. 821 (C-134237).
10. The First Amendment has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Project Manager: Alex Mui, Director of Systems

Prepared by: Deirdre Gomez, Senior Management Analyst (Retired)
Robert Morales, Senior Management Analyst (Retired)

Reviewed by: Madeleine M. Rackley, Library Business Manager
Susan Broman, Assistant City Librarian

RESOLUTION

LIBRARY RESOLUTION NO. 2022-XX

WHEREAS, The Federal Communications Commission (FCC) makes federal funds available to schools and libraries for telecommunications services through a competitive program known as E-Rate; and

WHEREAS, On July 25, 2019, the Board of Library Commissioners ("Board" or "Library") approved a contract with the Sutherland Consulting Group dba EdTechnologyFunds, Inc. ("Contractor") to assist with the development and administration of a Request for Proposal (RFP) to solicit bids for E-Rate Category 2 Information Technology Projects and implementation of the projects (Library Resolution No. 2019-28 [C-24]); and

WHEREAS, On October 15, 2019, the Library and Contractor executed Contract No. 821 (C-134237) with a start date of July 1, 2019 and an expiration date of June 30, 2022; and

WHEREAS, The Library requires the continued assistance of the Contractor on the eleven (11) current projects approved by the FCC, assist with federal audits upon completion of the projects, and prepare and submit documents for additional projects as the FCC has announced the continuation of the E-Rate program; and

Board Resolution (Cont.)
First Amendment to Contract 821(C-134237)
May 26, 2022

WHEREAS, The Contractor has an existing contract with the County of San Diego (Contract No. 566127), which expires on June 30, 2023, and provides for all necessary services and support for the following: the E-Rate application process, Request for Proposals process, the competitive bid process, the E-Rate application submission process, compliance with the E-Rate program, funding summary, quarterly review meetings, and provide training and consultation to Library staff; and

WHEREAS, The Contractor has the experience, expertise and ability to provide comprehensive E-Rate program support to comply with FCC requirements and to meet the needs of the Library; and

WHEREAS, On _____, 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, that the Library is able to enter into a contract with the Contractor pursuant to Charter Section 371(e)(8) and Los Angeles Administrative Code Section 10.15(a)(8) as the contract is based on an existing contract established by the County of San Diego (Contract No. 556127) which expires on June 30, 2023, and meets the needs of the Library; and

WHEREAS, On _____, 2022, the Board approved the First Amendment to Contract No. 821 (C-134237) with Contractor for a term to expire on June 30, 2023, and a contract amount not to exceed \$150,00 per fiscal year (July 1st – June 30th), to allow the Contractor to continue to assist with the current projects approved by the FCC, including assistance with federal audits upon completion of projects, and the submission of documents for additional projects as the FCC has announced the continuation of the E-Rate program; and

WHEREAS, Funds are available in the Library's Contractual Services Account 3040 to compensate Contractor for services provided in accordance with the First Amendment to Contract 821 (C-134237):

THEREFORE, BE IT RESOLVED, That the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the First Amendment to Contract No. 821 (C-134237) between the Library and Contractor; and

FURTHER RESOLVED, That the City Librarian and City Attorney are authorized to make any technical changes, if needed, to the First Amendment to Contract No. 821 (C-134237); and

FURTHER RESOLVED, That the Board President is authorized to execute the First Amendment to Contract No. 821 (C-134237) upon approval of the Mayor and City Council.

This is a true copy:

**FIRST AMENDMENT TO CONTRACT NO. 821 (C-134237)
BETWEEN
THE LOS ANGELES LIBRARY DEPARTMENT
AND
SUTHERLAND CONSULTING GROUP DBA EDTECHNOLOGYFUNDS, INC.**

THIS FIRST AMENDMENT TO CONTRACT NO. 821 (C-134237) (hereinafter referred to as "Amendment") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), by and through the Board of Library Commissioners (hereinafter referred to as "Board" or "Library"), and Sutherland Consulting Group dba EDTechnologyFunds, Inc. a for-profit corporation (hereinafter referred to as "Contractor"). Library and Contractor may be referred to herein individually as a "Party" or collectively as "Parties".

WHEREAS, The Federal Communications Commission (FCC) makes federal funds available to schools and libraries for telecommunications services through a competitive program known as E-Rate; and

WHEREAS, On July 25, 2019, the Board approved a contract with Contractor to assist with the preparation and development of a Request for Proposal (RFP) to assist with the development and administration of a Request for Proposal (RFP) to solicit bids for E-Rate Category 2 Information Technology Projects and implementation of the projects (Library Resolution No. 2019-28 [C-24]); and

WHEREAS, On October 15, 2019, the Library and Contractor executed Contract No. 821 (C-134237) with a start date of July 1, 2019 and an expiration date of June 30, 2022; and

WHEREAS, The Library requires the continued assistance of the Contractor on the eleven (11) current projects approved by the FCC, assist with federal audits upon completion of the projects, and prepare and submit documents for additional projects as the FCC has announced the continuation of the E-Rate program; and

WHEREAS, The Contractor has an existing contract with the County of San Diego (Contract No. 566127), which expires on June 30, 2023, and provides for all necessary services and support for the following: The E-Rate application process, Request for Proposals process, the competitive bid process, the E-Rate application submission process, compliance with the E-Rate program, funding summary, quarterly review meetings, and provide training and consultation to Library staff; and

WHEREAS, The Contractor has the experience, expertise and ability to provide comprehensive E-Rate program support to comply with FCC requirements and to meet the needs of the Library; and

WHEREAS, On May 26, 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 is more economical and feasible to have this work performed by an independent contract than by City employees; and, that the Library is able to enter into a contract with the Contractor pursuant to Charter

Section 371(e)(8) and Los Angeles Administrative Code Section 10.15(a)(8) as the contract is based on an existing contract established by the County of San Diego (Contract No. 566127) which expires on June 30, 2023, and meets the needs of the Library; and

WHEREAS, On May 26, 2022, the Board approved the First Amendment to Contract No. 821 (C-134237) with Contractor for a term to expire on June 30, 2023, and a contract amount not to exceed \$150,000 per fiscal year (July 1st – June 30th), to allow the Contractor to continue to assist with the current projects approved by the FCC, including assistance with federal audits upon completion of projects, and the submission of documents for additional projects as the FCC has announced the continuation of the E-Rate program; and,

WHEREAS, Funds are available to compensate Contractor for the services in accordance with this First Amendment to Contract No. 821 (C-134237):

NOW THEREFORE, The Library and Contractor agree that Contract No. 821 (C-134237) be amended as follows:

A. **REPRESENTATIVES OF THE PARTIES**

Section 1.2.1 shall be replaced in its entirety as follows:

All invoices should be sent to the City's Representative listed below, unless otherwise stated in the Agreement:

Alex Mui, Director of Systems
630 W. 5th Street
Los Angeles, CA 90071
(213) 228-7288
amui@lapl.org

B. **TERM OF AGREEMENT**

Section 2.0 ("Term of Agreement") shall be replaced in its entirety as follows:

2.1 The term of this Agreement will begin on July 1, 2019 and will terminate on June 30, 2023, unless terminated earlier as provided herein.

2.2 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 Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

C. **SERVICES TO BE PROVIDED**

Section 3.0 ("Services to be Provided") shall include the following:

3.3 Provide services as described in Attachment D-1 ("Details of Project Management Services") of this Agreement.

D. COMPENSATION AND METHOD OF PAYMENT

Section 5.1 (“Compensation”) shall be replaced in its entirety as follows:

5.1.1 The City will pay the Contractor during the period from July 1, 2019 through June 30, 2022 for satisfactory services rendered in a total amount not to exceed \$38,645 per fiscal year (July 1st – June 30th) based on the Fee Schedule attached to this Agreement as Attachment B.

5.1.2 The City will pay the Contractor during the period July 1, 2022, and thereafter, for satisfactory services rendered in a total amount not to exceed \$150,000 per fiscal year (July 1st – June 30th) based on the Supplemental Fee Schedule attached to this Agreement as Attachment B-1.

5.1.3 Notwithstanding any other provisions of this Agreement, including any exhibit or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made any appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

D. DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NRA

Repeal Section 14.0 (“Disclosure of Contracts and Sponsorship of the NRA”) in its entirety as Section 10.52 of Article 26, Chapter 1 of the Los Angeles Administrative Code was repealed effective March 10, 2020.

E. STANDARD PROVISIONS

Replace Section 15.0 Standard Provisions for City Contracts (Rev. 10/17 [V.3]) with Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Attachment A.

F. ORDER OF PRECEDENCE

Section 16.0 (“Order of Precedence”) shall be replaced in its entirety as follows:

In the event of any conflict or inconsistency between Resolution of any conflicting provisions in the documents constituting this First Amendment to Contract No. 821 (C-134237) shall be resolved by considering the documents according to the following order of precedence:

16.1 This First Amendment to Contract No. 821 (C-134237).

- 16.2 Supplemental Fee Schedule attached hereto and incorporated by reference as Attachment B-1.
- 16.3 Details of Project Management Services attached hereto and incorporated by reference as Attachment D-1.
- 16.4 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) attached hereto and incorporated by reference as Attachment A.
- 16.5 Contract No. 821 (C-134237) attached hereto and incorporated by reference as Attachment E.

G. ENTIRE AGREEMENT

Section 17.0 ("Entire Agreement") shall be replaced in its entirety as follows:

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

- 17.1 This First Amendment to Contract No. 821 (C-134237).
- 17.2 Supplemental Fee Schedule (Attachment B-1).
- 17.3 Details of Project Management Services (Attachment D-1).
- 17.4 Standard Provisions for City Contracts (Rev. 10/21 [V.4]) (Attachment A).
- 17.5 Contract No. 821 (C-134237) (Attachment E).

All of the above Attachments are on file in the Office of the Board of Library Commissioners, and each of the Parties hereto agree to carry out and fully perform each and all of the provisions of said Attachments which are required of it to be performed. 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.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

H. OWNERSHIP

Include the new Section 18 ("Ownership") to read as follows:

All documents and records (hereinafter collectively referred to as "documents") provided by Library to Contractor shall remain the property of Library and must be returned to Library upon termination of this First Amendment to Contract No. 821 (C-134237) or at the request of the Library. The provisions of this article shall survive the termination of this Agreement.

I. AMBIGUITY

Include the new Section 14 (“Ambiguity”) to read as follows:

Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.

J. NON-EXCLUSIVE AGREEMENT

Include the new Section 19 (“Non-Exclusive Agreement”) to read as follows:

Nothing in this Agreement shall be construed to mean that the Contractor providing services to the Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Agreement and therefore, the Library cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Contract No. 821 (C-134237) to be executed by their respective and duly authorized representatives.

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
BEVERLY SUTHERLAND
CEO
Sutherland Consulting Group, dba
EdTechnologyFunds, Inc.

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
BASIA JANKOWSKI
Deputy City Attorney

By _____
RAQUEL M. BORDEN
Commission Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____