

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

February 23, 2023

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **AWARD OF THE E-RATE CONSULTANT SERVICES CONTRACT TO SUTHERLAND CONSULTING GROUP, INC., DBA ED TECHNOLOGY FUNDS**

**A. RECOMMENDATIONS:**

THAT the Board of Library Commissioners ("Board"):

1. Award a contract, substantially in the form on file, to Sutherland Consulting Group, Inc., dba Ed Technology Funds ("EdTech"), to provide E-Rate Consultant Services for the Library on an as-needed and as-requested basis, and find the proposal submitted to be responsive to the Request for Proposals for an E-Rate Consultant Services (RFP).
2. Find, in accordance with Charter Sections 371(e)(2), 371(e)(10), and 1022, and Los Angeles Administrative Code Sections 10.15(a)(2) and 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 feasible to have this work performed by an independent contractor than by City employees.
3. Authorize the City Librarian and City Attorney to make technical and clerical changes, if needed, to the contract.
4. Authorize the Board President and the Board Secretary to execute the contract upon completion of all required approvals.
5. Adopt the attached Resolution regarding the award and execution of the contract between the Library and EdTech to provide E-Rate Consulting Services to the Library.

**B. FINDINGS:**

1. On August 11, 2022, the Board approved the release of a Request for Proposals for E-Rate Consultant Services to find a qualified and experienced organization to provide E-Rate consulting services on an as-needed and as-requested basis (Library Resolution No. 2022-29 [C-23]).

2. The RFP was released on September 21, 2022, and the Pre-Proposal Conference was held on October 5, 2022. On October 26, 2022, the Library received two proposals:
  - A. Sutherland Consulting Group, Inc., dba Ed Technology Funds (“EdTech”)
  - B. Tel/Logic Inc dba E-Rate Central
3. Library staff reviewed the proposals and found both to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals and EdTech received the highest overall score.
4. Staff recommends that EdTech be awarded a contract with a term of one year with four one-year options to renew at the discretion of the City Librarian, or designee, in an amount not to exceed \$150,000 per fiscal year (July 1 – June 30). No minimum amount of work or compensation is guaranteed, and all work will be performed on an as-needed and as-requested basis.
5. The Library does not have the appropriate staff in its employ to perform the services required. Staff therefore requests that the Board find that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible to have this work performed by an independent contractor than by City employees.
6. Funds are available in Contractual Services Account 3040 to compensate EdTech for services in accordance with the contract.
7. The contract 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, Business Manager  
Susan Broman, Assistant City Librarian

**LIBRARY RESOLUTION NO. 2023-XX (C-XX)**

**WHEREAS**, on August 11, 2022, the Board of Library Commissioners (“Board”) approved the release of a Request for Proposals for E-Rate Consultant Services (RFP) to find a qualified and experienced organization to provide E-Rate consultant services on an as-needed and as-requested basis (Library Resolution No. 2022-29 [C-23]);

**WHEREAS**, the RFP was released on September 21, 2022, and the Pre-Proposal Conference was held on October 5, 2022. On October 26, 2022, the Library received two proposals;

**WHEREAS**, Library staff reviewed the proposals and found both to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals, and Sutherland Consulting Group, Inc., dba Ed Technology Funds (“EdTech”) received the highest overall score; and

**WHEREAS**, funds are available to compensate EdTech for services in accordance with the Agreement.

**THEREFORE, BE IT RESOLVED**, that the Board adopts the recommendations and findings of the City Librarian’s Board Report and approves the contract with EdTech to provide E-Rate Consultant Services as stated in the report;

**FURTHER RESOLVED**, that the Board authorizes the City Librarian and the City Attorney to make technical and clerical changes, if needed, to the contract; and

**FURTHER RESOLVED**, that the Board authorizes the Board President and the Board Secretary to execute the contract upon completion of all required approvals.

This is a true copy:

**AGREEMENT BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
SUTHERLAND CONSULTING GROUP, INC.  
DBA EDTECHNOLOGYFUNDS  
TO PROVIDE  
E-RATE CONSULTANT SERVICES**

**This Agreement** is entered into by and between the City of Los Angeles (hereinafter “City”), a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “Board” or “Library”), and Sutherland Consulting Group, Inc., dba EDTECHNOLOGYFUNDS (hereinafter “Contractor”). The Library and the Contractor

may be referred to herein individually as a "Party" or collectively as the "Parties."

**WHEREAS**, on August 11, 2022, the Board approved the release of a Request for Proposals for E-Rate Consultant Services (RFP) to find a qualified and experienced organization to provide E-Rate consultant services on an as-needed and as-requested basis (Library Resolution No. 2022-29 [C-23]);

**WHEREAS**, the RFP was released on September 21, 2022, and the Pre-Proposal Conference was held on October 5, 2022. On October 26, 2022, the Library received two proposals;

**WHEREAS**, Library staff reviewed the proposals and found both to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals, and the Contractor received the highest overall score and was found to best meet the needs of the Library;

**WHEREAS**, on February 23, 2023, the Board found, in accordance with Charter Sections 371(e)(2), 371(e)(10) and 1022, and Los Angeles Administrative Code Sections 10.15(a)(2) and 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 feasible to have this work performed by an independent contractor than by City employees;

**WHEREAS**, on February 23, 2023, the Board approved the award of a contract to the Contractor for a term of one year with four one-year options to renew at the discretion of the City Librarian, or designee, in an amount not to exceed \$150,000 per fiscal year (July 1-June 30). No amount of work or compensation is guaranteed, and all work will be performed on an as-needed and as-requested basis; and

**WHEREAS**, funds are available to compensate the Contractor for services in accordance with the Agreement.

**NOW, THEREFORE**, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties agree as follows:

**I.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** The Agreement.

**I.2** Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached and incorporated by reference as Exhibit A.

**I.3** The Request for Proposals for E-Rate Consultant Services (RFP) released on September 21, 2022, which is attached and incorporated by reference as Exhibit B.

- I.4 The Contractor's response to the RFP, which is attached and incorporated by reference as Exhibit C.

## **2.0 ORDER OF PRECEDENCE**

This Agreement contains the full and complete 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 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The RFP (Exhibit B).
- 2.4 The Contractor's response to the RFP (Exhibit C).

## **3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

## **4.0 TERM OF AGREEMENT**

The term of this Agreement shall be for one year with four one-year options to renew at the discretion of the City Librarian, or designee. The initial term of this Agreement shall begin upon the date of execution.

## **5.0 RATIFICATION CLAUSE**

Due to the need for the Contractor to provide E-Rate support and guidance, the Library required the services of the Contractor prior to the execution of this contract. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

## **6.0 LIBRARY PERFORMANCE**

The Library will request E-Rate consultant services on an as-needed and as-requested basis in accordance with this Agreement. There is no minimum amount of work, services to be requested, or materials guaranteed in this Agreement.

## **7.0 SCOPE OF WORK**

The Contractor will be expected to perform the following:

### **A. Primary Point of Contact for all E-Rate Communications**

1. Prepare and process the Letter of Agency (LOA) to authorize the Contractor as a communicator for the Library.

2. Act as the Library's main point of contact with Universal Service Administrative Company (USAC).
3. Act as the Library's main point of contact with USAC, vendors, and other parties involved in the E-Rate process.

**B. Emergency Connectivity Fund Support**

1. Assist the Library with unmet needs narrative and supporting documentation for Emergency Connectivity Fund (ECF) program.
2. Review lists of and quotes for devices, equipment, and services in support of reimbursement requests.
3. Provide templates for asset and service registries that align with the Federal Communications Commission (FCC) ECF documentation requirements.
4. Submit ECF Form 471, Form 472, Form 500, and other forms as needed.
5. Respond to ECF Program Integrity Assurance (PIA) review questions.
6. Respond to all reviews and audit requests.
7. File and submit USAC and FCC appeals.
8. Review completed asset and service registry by the end of the applicable funding period.
9. Collect and anonymize Library data regarding who received devices, equipment, and services, as applicable.
10. Collect and review invoices, bills, and other documents needed as required to comply with FCC 10-year documentation requirements.
11. Retain all ECF records on a document management system (DMS) approved by the Library.

**C. Application and Forms Submission**

1. Form Submissions: Prepare and file ECF Forms 470, 471, 486, and 500 to the USAC required for funding and on-going matters.
2. Form Submissions: Prepare and file Forms 472 (Billed Entity Applicant Reimbursement Form [BEAR]) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.) for Category One and Category Two services as needed.

3. Review and Submit Item 21 Attachments: Work with vendors to verify information needed for Item 21 Attachments for services requested on Form 470.
4. Documentation Retention: Per FCC Documentation Retention Policies, house all required documents in a DMS.
5. PIA Review Support: Act as primary contact to USAC during the PIA review process and work with the Library and selected vendors to coordinate all responses for submission along with supporting documentation.
6. The Contractor will confirm receipt of PIA Review inquiries immediately and will make every effort to prepare a response for review with the USAC E-Rate Productivity Center (EPC) System within three days of receipt. For issues requiring more time, the Contractor will communicate that request to the USAC reviewer and through EPC System.

**D. Application Review Support**

1. PIA Review Support: Act as primary contact to USAC during the PIA review process and work with the Library and selected vendors to coordinate all responses for submission along with supporting documentation.
2. Support for Other Reviews – the Contractor shall review and prepare responses to questions and inquiries from the USAC reviewer on the following: Payment Quality Assurance (PQA); Children’s Internet Protection Act (CIPA) Reviews; Selective Review Information Request (SRIR); Invoice Reviews as-needed.
3. The Contractor will confirm receipt of Review inquiries immediately and will make every effort to prepare a response for review with EPC System within three days of receipt. For issues requiring more time, the Contractor will directly communicate that request to the USAC reviewer and through the EPC System.
4. USAC and the Contractor shall review all communications stored per FCC Documentation Retention Policies. All required documents shall be housed in a DMS.
5. Starting with FY2015, USAC shall ensure that all records will be organized and managed according to the known USAC audits and heightened reviews.

**E. Request for Proposals (RFP) Development**

1. Meet with Library staff to review annual E-Rate Eligible Services List and funding needs for Internal Category One and Category Two as needed. The Contractor shall develop an application submission timeline and strategy, including use of Master Contracts.
2. Review City, State of California, and E-Rate competitive bidding requirements. Incorporate requirements such as vendor technology certifications, insurance, prevailing wage, bond, and others into final RFP document.
3. Develop and review list of services needed for Category One service requests including Internet Access (dark or lit fiber), Wide Area Network (WAN) dark or lit fiber, Hosted Firewall, and other services as needed.
4. Develop and review list of Internal Connections equipment, managed services, and maintenance services needed for Category Two service requests.
5. Review and revise existing E-Rate Project RFP based on the Library's goals and needs. Create individual RFPs and documents for Category One and Category Two Services. These documents will be used to communicate needs to E-Rate vendors during the competitive bidding process.

**F. Competitive Bidding and RFP Support**

1. E-Rate Project RFP Posting: The Contractor will post the approved E-Rate Project RFP on all necessary and required sites, including the EPC System portal and City sites. The Contractor shall post the E-Rate Project RFP in parallel with the submission of the Form 470, which shall be considered to be the opening of the Competitive Bidding Window. All questions and answers received during the Competitive Bidding Window will be posted on the EPC System so that all vendors receive the same information.
2. Bid Evaluation and Competitive Bidding Matrix: The Contractor will provide the Library with a comprehensive competitive bid matrix and summary for each proposal received. The Library shall use the matrix to score the proposals, which will be based upon the criteria listed in the E-Rate Project RFP. The Contractor will review the scoring and support the Library through the selection process.
3. Vendor Walkthroughs: Contractor will have a staff member present at scheduled vendor site visits during the competitive bidding process to provide bid overview, answer vendor questions, and document the process.

4. Vendor Contracting Process: Contractor will collect and review contracts, Board approvals, Item 21 Attachments, and supporting documentation for selected vendors to ensure compliancy with E- Rate rules. Contractor will ensure that all contracts are signed after a minimum 28-day Competitive Bidding Window and prior to filing the Form 471.

**G. Funding Award Support**

1. Funding Verification: Review all funding commitments to verify that PIA review adjustments align with the original funding requests.
2. Form Filings: Prepare Receipt of Service Confirmation and Children's Internet Protection Act Certification (Form 486) for certification by the Library.
3. Discount Activation and Reimbursement: Prepare and submit necessary documentation to ensure E-Rate discounts and reimbursements.
4. Verify California Teleconnect Fund (CTF) discounts on all eligible E-Rate services.
5. Service Certification: Prepare and submit the Service Certification form.
6. Verify Applicant Payments: Gather proof of payment for all E-Rate funded services.

**H. Audit and Appeals Support**

1. Preparation and submission of USAC and/or FCC appeals as-needed.
2. Preparation and representation of Selective Review Information Request (SRIR), Beneficiary Contributor Audit Program (BCAP) remand requests, and FCC and/or USAC remand requests.

**I. E-Rate Program Compliance Services**

1. Submit Service Provider Identification Number (SPIN) changes as needed.
2. Submit equipment substitution change requests as needed.
3. Submit Invoice Deadline Extension Requests (IDER) as needed.
4. Submit Implementation Deadline Extension Requests (ImDER) as needed.

5. Ensure that all forms and communications with vendors, USAC, and/or FCC are stored per FCC Documentation Retention Policies, on the Contractor's DMS.
6. Provide paper or electronic copies of all E-Rate documentation annually to the Library.

**J. On-Going Communications**

1. Preparation of documentation, reports, and presentations for Board meetings, Executive Manager meetings, and other special meetings as deemed necessary by the Library.
2. As a member of the E-Rate Management Professionals Association (E-MPA) and the Schools, Health & Libraries Broadband Coalition (SHLB), the Contractor will keep the Library informed of any FCC, USAC, and/or SLD policies that will impact the Library.
3. The Contractor will review and monitor funding awards, payments, and USAC notices on an on-going basis. The following reports will be provided to the Library:
  - a. Pending Funding Awards (Monthly)
  - b. Documentation Retention Report (Monthly)
  - c. Outstanding Issues (Monthly)
  - d. Funding Disbursements (Quarterly)
  - e. Contract, Invoice, Service Delivery Deadlines Report (Quarterly)

**K. Digital Tools**

Establish an email address for the Library which will be specific for the E-Rate program (Example: [lapterate@CompanyName.com](mailto:lapterate@CompanyName.com)). Store copies of all correspondence from vendors on the Contractor's DMS.

**L. E-Rate Documentation Management**

The FCC requires that program participants retain all documents necessary to demonstrate compliance with the statute and FCC rules regarding the application for, receipt of, and delivery of services which receive school and library discounts.

Schools, libraries, and service providers are subject to both random and other audits and investigations, initiated at the discretion of the FCC, USAC, or another authorized governmental oversight body, to examine an entity's compliance with the statute and the FCC's rules.

On July 11, 2014, the FCC adopted the E-Rate Modernization Order, extending the document retention period to 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the

funding request. The Contractor will use its own DMS to manage the Library's E-Rate records and ensure that the Library remains compliant with the FCC's program rules:

1. The Contractor will be responsible for uploading, managing, and retrieving documentation received during all phases of the application process, including files required from the competitive bidding process and data received from the Library, vendors, and USAC. The Contractor will upload documentation within one week of receipt.
2. The Contractor will prepare reports monthly and, upon request, will prepare documents stored for Library staff. Reports will indicate: name of documents, native format, origination source, date uploaded into the EPC System and by whom, and applicable FCC and/or USAC category to which the document aligns.
3. Upon the request of Library staff, the Contractor shall provide access to documentation stored in the Contractor's DMS. The Contractor will have a staff member who is responsible for providing the Library with training and technical support to access the Contractor's DMS.
4. The Contractor shall provide an electronic copy of the Contractor's DMS to the Library to maintain the Library's documentation. Such copy shall be provided within the first six months of the contract execution and shall be updated by the Contractor every 90 days after.

## **8.0 PAYMENT**

The Contractor shall not incur any costs (e.g., for labor, equipment, materials, mileage, or other expenses), and the Library shall not be liable for costs or reimbursement of costs incurred by the Contractor, without the prior written approval of the City Librarian or designee.

The amount payable to the Contractor for services and materials during the term of this Agreement shall not exceed \$150,000 per fiscal year (July 1-June 30). No minimum amount of work or payment is guaranteed. The approved hourly rates and fixed fees shall be:

### Consulting Services (Hourly Rate)

Program Manager / Sr. E-Rate Consultant	\$ 150.00
E-Rate Consultant	\$ 130.00
E-Rate Specialist	\$ 90.00
Administrative Support	\$ 45.00

### Annual Subscription Fee

Document Management System (DMS) – ERateSync-AuditVault	\$ 36,586
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## **9.0 BILLING AND INVOICES**

- 9.1** The Contractor shall submit itemized invoices to the Library, identifying the services performed for which payment is requested. Payment of all invoices shall be subject to the review and approval of the Library management.
- 9.2** To ensure that services provided under personal services agreements are measured against services as detailed in this Agreement, the Controller of the City of Los Angeles requires the Contractor to submit invoices that conform to City standards and include, at a minimum, the following information:
- a. Name and address of the Contractor
  - b. Name and address of City Department being billed (Library Department)
  - c. Date of invoice and period covered
  - d. Agreement Number or Authority Number
  - e. Description of completed task and amount due for task
  - f. Remittance address
- 9.3** All invoices shall be submitted on the Contractor's letterhead and contain the Contractor's official logo or other unique and identifying information such as the name and address of the Contractor. Invoices shall be submitted to the Library by the Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 12.0 ("Contract Representatives") of this Agreement. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform the Contractor of any defect within 10 business days of receipt of the invoice from the Contractor, and the Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.
- 9.4** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The Library will not compensate the Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 12.0 ("Contract Representatives") of this Agreement, or via hard copy to:

Attention: Alex Mui (M/S 300)  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

**9.5** Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, and equipment received by any City office or department. The Controller must approve demands before they are drawn on the Treasury.

**10.0 OWNERSHIP**

All documents and records (hereinafter collectively referred to as "documents") provided by the Library to the Contractor shall remain the property of the Library and must be returned to the Library upon termination of this Agreement or at the request of the Library. The provisions of this article shall survive the termination of this Agreement.

**11.0 AMBIGUITY**

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

**12.0 CONTRACT REPRESENTATIVES**

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and the Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

**CONTRACTOR'S REPRESENTATIVE**

Name: Beverly Sutherland  
Title: President  
Address: 5800A Hannum Ave  
Culver City, CA 90230  
Main: (626) 296-6284  
Mobile: (310) 864-7427  
Email: [bsutherland@edtechnologyfunds.com](mailto:bsutherland@edtechnologyfunds.com)

**LIBRARY'S REPRESENTATIVE**

Name: Alex Mui  
Title: Director of Systems  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-7288  
Email: [amui@lapl.org](mailto:amui@lapl.org)

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as the date of mailing.

If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five business days of such change.

### **13.0 INDEPENDENT CONTRACTOR**

The Contractor's relationship to the Library in the performance of this Agreement is that of an independent contractor and not as an agent or employee of the City. Therefore, neither the Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other City benefits. The Contractor's personnel performing services under this Agreement shall at all times be under the Contractor's exclusive direction and control and shall be employees or subcontractors of the Contractor and not of the City. Further, the Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all related reports and obligations, including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

### **14.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by the City, the Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than 48 months following final payment made by the City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the 48 months following the final payment made by the City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. The Contractor shall provide any reports requested by the City regarding performance of the Agreement.

### **15.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, the Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

### **16.0 CONFIDENTIALITY**

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to the Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, City's Confidential information shall be considered and kept as the private and privileged records of the City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of the City or as required by law.

**17.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

The Contractor shall refer all inquiries from the news media to the Library, shall immediately contact the Library to inform the Library of the inquiry, and shall comply with the procedures of the City's Public Affairs staff regarding statements to the media relating to this Agreement or the Contractor's services hereunder.

**18.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor shall notify its subcontractors of and ensure their adherence to the requirements of Sections 16.0 ("Confidentiality") and 17.0 ("Contractor's Interaction with the Media").

**19.0 CONTINUED REQUIREMENTS**

The requirements of Sections 16.0 ("Confidentiality"), 17.0 ("Contractor's Interaction with the Media"), and 18.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

**20.0 NON-EXCLUSIVE AGREEMENT**

Nothing in this Agreement shall be construed to mean that the Contractor shall be the exclusive provider of the services described herein. The Library retains the right to engage these and other services and purchase materials from other contractors during the term of this Agreement and therefore, the Library can neither estimate nor guarantee the volume or amount of work to be received by the Contractor under this Agreement.

**21.0 BORDER WALL BID DISCLOSURE**

The Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." The Library may terminate this Contract at any time if the Library determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.rampla.org](http://www.rampla.org).

**22.0 ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT/AGREEMENT NO. \_\_\_\_\_

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By \_\_\_\_\_  
BÍCH NGỌC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
BEVERLY SUTHERLAND  
President  
Sutherland Consulting Group, Inc.,  
dba EDTECHNOLOGYFUNDS

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

HYDEE FELDSTEIN SOTO, City Attorney

By \_\_\_\_\_  
JOSHUA M. TEMPLET  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Commission Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

Date: \_\_\_\_\_