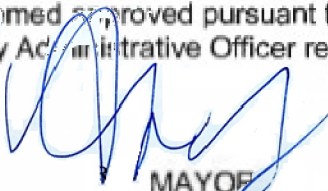


<b>TRANSMITTAL</b>		0150-10208-0001
TO City Council	DATE 2/9/18	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT ALL
<p><b>Proposed Amendment to the Professional Services Agreement with Jive Communications, Inc. for Telecommunications Services for the Los Angeles Public Library</b></p> <p>Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See City Administrative Officer report attached.</p> <div style="text-align: center;"> MAYOR</div> <p style="text-align: right;">(Ana Guerrero) for</p> <p>RHL:KDU:11180037cl</p>		

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

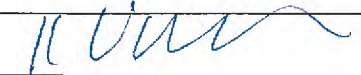

To: The Mayor	Date: 02-07-18	C.D. No. All	CAO File No.: 0150-10208-0001
Contracting Department/Bureau: Information Technology Agency		Contact: Anne Wu 213/978-0088; Laura Ito 213/978-3322	
Reference: Information Technology Agency transmittal dated September 6, 2017; referred by Mayor for report.			
Purpose of Contract: To provide multiple protocol label switching (MPLS) and voice over internet protocol (VOIP) telephone services for the Los Angeles Public Library.			
Type of Contract: ( ) New contract (x) Amendment, Contract No. C-124064		Contract Term Dates: July 1, 2014 through June 30, 2018 (four years)	
Contract/Amendment Amount: \$2,000,000			
Proposed amount \$ 0+ Prior award(s) \$ 2,000,000 = Total \$ 2,000,000			
Source of funds: General Funds budgeted within ITA's Communications Services Account No. 9350			
Name of Contractor: Jive Communications, Inc.			
Address: 1275 West 1600 North, Suite 100, Orem, UT, 84057			
	Yes	No	N/A
1. Council has approved the purpose	x		
2. Appropriated funds are available	x		
3. Charter Section 1022 findings completed			x
4. Proposals have been requested	x		
5. Risk Management review completed	x		
6. Standard Provisions for City Contracts included	x		
7. Workforce that resides in the City: 0 %			
* Applicable to contracts of \$1,000,000 or more			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			x
9. Equal Benefits Ordinance			x
10. First Source Hiring Ordinance		x	
11. Contractor Responsibility Ordinance		x	
12. Slavery Disclosure Ordinance		x	
13. Bidder Certification CEC Form 50		x	
14. Prohibited Contributors (Bidders) CEC Form 55		x	
15. CA Iran Contracting Act of 2010*		x	
16. Arizona Policy			x

**RECOMMENDATION**

That the Council approve, and authorize the General Manager of the Information Technology Agency (ITA) to execute, an amendment to a contract (C-124064) with Jive Communications, Inc. for telecommunications services for the Los Angeles Public Library to extend the term of the Contract for one year for a four-year term effective July 1, 2014 through June 30, 2018, and total compensation not to exceed \$2 million, in substantial conformance with the draft amendment attached to the ITA transmittal dated September 6, 2017, subject to the approval of the City Attorney as to form.

**COMMENTS**

The Information Technology Agency requests approval to execute a First Amendment (Amendment) to Contract No. C-124064 (Contract) with Jive Communications, Inc. (Jive) for the Los Angeles Public Library's telecommunications services and Voice Over Internet Protocol (VoIP) telephone services. The Amendment extends the term of the contract one year to a revised end date of June 30, 2018, adds language regarding compliance with the First Source Hiring Ordinance, and allows ITA to amend the Contract without further Mayor and Council approval in the event of a change of control or ownership of Jive. No additional tasks are being added, and because the Library transition to VOIP is complete, no additional funds are anticipated to be required through the life of the Contract. ITA is in

	
KDU Analyst	City Administrative Officer

the process of recommending the selection of a vendor to provide VOIP services to other City departments after the expiration of this Contract.

When the original Contract was approved in 2014, telephone services were provided to the Central Library and branch libraries by AT&T and Verizon. The Contract took advantage of a Master Service Agreement (MSA) with the State of California to procure traditional local voice and data services, along with long distance and network-based services, at discounted prices established under a State contract for telecommunications services. The MSA with the State also allowed the Library to use the Federal Communications Commission's (FCC) Schools and Libraries Universal Service Support mechanism known as the E-rate Program that allowed schools and libraries discounts of up to 90 percent on telecommunications services. While the FCC changed the terms of the E-rate and eliminated the discount for telephone services at libraries, the City continues to take advantage of reductions in data costs during the life of the Contract. ITA indicates that more time is required to reconcile billing for the VOIP transition for the Central Library and its 72 branch libraries to ensure payment is processed for the migration of all locations from traditional local voice and data services to long distance and network-based services.

ITA requests that its General Manager be given the authority to execute future amendments to the Contract without subsequent Mayor and/or Council authority only a) in the event of a company name change, and b) if the new company agrees to the preceding contract's terms and conditions. Any such amendments would continue to be subject to compliance with the City's contracting requirements and the approval of the City Attorney as to form.

According to ITA, Jive has complied with all applicable City contracting requirements, policies and procedures. First Source Hiring language that was not applicable to the original Contract has been added to the Amendment. Charter Section 1022 does not apply to the Contract as there is no defined labor component to the Contract or its Amendment. In accordance with Administrative Code Section 10.5(b), Council approval is required for this Amendment because the Contract now lengthens the timeframe for the City to make payments to a period of longer than three years.

## **FISCAL IMPACT STATEMENT**

Funding for this contract is provided in the Information Technology Agency's Communications Services Account. There is no additional impact to the General Fund. The recommendation in this report complies with the City's Financial Policies in that budgeted funds are available in the current fiscal year for anticipated contract expenditures.

# CITY OF LOS ANGELES

CALIFORNIA

TED M. ROSS  
GENERAL MANAGER  
CHIEF INFORMATION OFFICER

JOYCE J. EDSON  
ASSISTANT GENERAL MANAGER

JEANNE M. HOLM  
ASSISTANT GENERAL MANAGER

ANTHONY MOORE  
ASSISTANT GENERAL MANAGER



ERIC GARCETTI  
MAYOR

## INFORMATION TECHNOLOGY AGENCY

ROOM 1400, CITY HALL EAST  
200 NORTH MAIN STREET  
LOS ANGELES, CA 90012  
(213) 978-3311  
FAX (213) 978-3310

ITA.LACITY.ORG

September 6, 2017

REF: FAS-211-17

The Honorable Eric Garcetti  
Mayor, City of Los Angeles  
Room 303, City Hall  
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

Subject: **REQUEST FOR PERSONAL SERVICES CONTRACT – AMENDMENT  
NO. 1 TO CONTRACT C-124064 WITH JIVE COMMUNICATIONS, INC.**

In accordance with Executive Directive No. 3, attached for your review and approval is an amendment to personal services contract C-124064 with Jive Communications, Inc. for telecommunication services. This amendment extends the contract one additional year until June 30, 2018 to continue Multiple Protocol Label Switching (MPLS) and Voice over Internet Protocol (VoIP) services for the Los Angeles Central Library and the branch libraries. This amendment does not increase the total compensation limit which will remain at \$2,000,000.00.

### Background

The State of California, through the Office of Technology Services issued an RFP in 2013 to establish contracts with a number of companies for various telecommunication Services. Local governments are permitted to use the State contracts by signing an ATO (Authorization to Order) with the State to receive volume discounts.

Since Calnet 3 contracts were already competitively bid, the Information Technology Agency (ITA) conducted a mini bid selection process on February 20, 2014 in order to comply with the Universal Service Administration Company (USAC) requirement of using a competitively selected provider in order to receive e-rate reimbursement. As a result of the mini bid process, ITA evaluated and recommended a contract be awarded to Jive Communications, Inc. The selection was based on cost, disaster recovery/survivability, telecom features, financial stability and the proposer's understanding of the City's 72 branch library needs. A three-year contract was established with Jive Communications, Inc. This request to extend the term of the contract for one additional year will allow ITA the extra time needed to migrate existing Library services to a hosted solution at a lower monthly cost.

Since this contract is with a public utility/telecommunications provider, and there is no labor component within this contract, the Charter Section 1022 determination process was not required.

The draft contract has been reviewed by the City Attorney as to form.

The Equal Benefits Ordinance requirement was waived based on L.A. Administrative Code section 10.8.2.1(i)(1)(h) for bulk purchasing.

The Office of Contract Compliance approved the exemption application concerning the Living Wage Ordinance requirement since the services provided by Jive Communications, Inc. do not require employees to be on property owned by the City, and city employees cannot perform this utility work.

The contractor's First Source Hiring Ordinance and Slavery Disclosure Ordinance affidavits are valid.

The insurance requirements have been met.

The headquarters address and workforce information is as follows:

1275 West 1600 North, Suite 100  
Orem, Utah 84057

% of Workforce Residing in the City: 0%

The vendor has a valid Business Tax Registration Certificate.

### **Fiscal Impact**

The actual expenditure by the City is expected to be \$150,000 each month, but will decrease as services are moved to a different technology.

This funding is included in the Communications Services Account (9350) of the Information Technology Agency's 2017-18 budget.

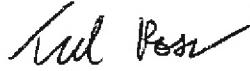
### **Recommendation**

That the General Manager of the Information Technology Agency or his designee be authorized to execute the contract amendment with Jive Communications, Inc. for one additional year.

Please contact Laura Ito, Director of Finance and Administration at 978-3322 with any questions.

The Honorable Eric Gacetti  
September 6, 2017  
Page 3

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Ted Ross".

Ted Ross  
General Manager

Attachments

ec: Claudia Aguilar, CAO  
Anne Wu, ITA  
Irene Mayeda, ITA  
Sandra Lopez, ITA

**AMENDMENT NO. 1  
TO CONTRACT C-124064  
BETWEEN  
CITY OF LOS ANGELES  
AND  
JIVE COMMUNICATIONS, INC.**

THIS Amendment No. 1 ("Amendment") to Contract C-124064 is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), and Jive Communications, Inc., a Delaware corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on July 1, 2014, the City and Contractor entered into Contract C-124064 ("Contract"), whereby Contractor agreed to provide Multiple Protocol Label Switching ("MPLS") and Voice over Internet Protocol ("VoIP") services (collectively, the "Services") for the Los Angeles Central Library and the branch libraries; and

WHEREAS, the City and Contractor now desires to amend Contract C-124064 to extend the term of the contract one additional year until June 30, 2018; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interest of the City; and

NOW, THEREFORE, in consideration of the above premises, and of the covenants and agreements hereafter set forth, the City and Contractor each hereby covenants and agrees as follows:

1. Term of Contract: Section 1 of the Agreement is hereby modified to read in its entirety as follows within the quotation marks:

"The term of this Contract shall commence on July 1, 2014 and shall terminate four (4) years there from, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract may be terminated by the City if funds are not appropriated for these services in each ensuing fiscal year commencing July 1."

2. Contractor Representatives: Section IV. A. of the Agreement is hereby modified to read in its entirety as follows within the quotation marks:



"The Contractor hereby appoints the following person(s) to represent the Contractor with respect to all administrative matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Contract

Name: Miriam Hathcock  
Title: Service Account Manager  
Address: 1275 West 1600 North, Suite 100  
Orem, Utah 84057  
Telephone: 801-800-8225  
E-Mail: mhathcock@jive.com

3. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time. The FSHO applies to the Contractor and this contract in the event Contractor employs personnel in the City of Los Angeles in the performance of this Contract.

4. Ratification Clause and Effective Date

Due to the need for Contractor services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Amendment. To the extent that said services were performed in accordance with the terms and conditions of this Amendment, those services are hereby ratified. City and Contractor agree that the Agreement is deemed amended pursuant to this Amendment effective June 29, 2017.

5. In the event of a change of name of the Contractor, or a change of control or ownership of the Contractor where the new owner is able to comply with and assume all Contract terms and conditions, the General Manager of ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name for the Contract and this Amendment.



IN WITNESS THEREOF, the parties hereto have caused this Amendment to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:  
Michael N. Feuer, City Attorney

CITY OF LOS ANGELES

By: \_\_\_\_\_  
Steven H. Hong  
Deputy City Attorney III

\_\_\_\_\_  
Laura Ito  
Director of Finance and  
Administration  
Information Technology Agency

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

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

ATTEST:  
Holly Wolcott, City Clerk

Jive Communications, Inc.

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date