

Bill No. 27
2024

By-law No. A.- _____ - ____

A by-law to approve an Amending Agreement between The Corporation of the City of London and Brightly Software Canada Inc. to provide for the ongoing license and support fees for the Corporate Asset Management Computer System.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* or any other Act;

AND WHEREAS Municipal Council of The Corporation of the City of London considers it to be in the interests of the municipality to enter into an Amending Agreement with Brightly Software Canada Inc. to continue to use the Corporate Asset Management Computer System and to address the license and support fees for Years 8 -12 (2024-2028);

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Amending Agreement between The Corporation of the City of London and Brightly Software Canada Inc. attached as Schedule I to this by-law (the “Amending Agreement”) to amend the agreement entered into between The Corporation of the City of London and Assetic Canada Holdings Inc. on December 1, 2016 is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Amending Agreement authorized and approved in section 1 of this by-law.
3. The Deputy City Manager, Finance Supports is delegated the authority to approve any future amending agreements between Brightly Software Canada Inc. and The Corporation of the City of London to continue the Corporate Asset Management Computer System.
4. The Mayor and Clerk are authorized to execute any amending agreements approved by the Deputy City Manager, Finance Supports approved pursuant to section 3 of this by-law.
5. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Passed in Open Council on January 23, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 23, 2024
Second Reading – January 23, 2024
Third Reading – January 23, 2024

Schedule I
AMENDING AGREEMENT

This agreement made the 24th day of January, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON (the “City”)

- and -

BRIGHTLY SOFTWARE CANADA INC. (“Brightly Canada”)

WHEREAS The Corporation of the City of London and Assetic Canada Holdings Inc. entered into an agreement commencing December 1, 2016 for the acquisition and implementation of a Corporate Asset Management Software Computer System (the “Original Agreement”);

AND WHEREAS Brightly Software Canada Inc. acquired Assetic Canada Holdings Inc. in 2020 and Brightly Software Canada Inc. has agreed to assume all rights and obligations of Assetic Canada Holdings Inc. under the Original Agreement and to observe and be bound by the terms, conditions, covenants and provisions therein contained;

AND WHEREAS the Original Agreement did not address licensing fees for years 2024-2028 and the parties wish to enter into an Amending Agreement to provide for annual ongoing license and support fees for years 2024-2028;

AND WHEREAS the parties wish to extend the term of the Original Agreement to December 31, 2028;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements, and subject to the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Original Agreement dated December 1, 2016 shall be continued upon the same terms and conditions as therein set out, except as specifically varied in this Amending Agreement.
2. Brightly Canada acknowledges and agrees that it has been assigned the rights, obligations and interests of Assetic Canada Holdings Inc. in the Original Agreement and further acknowledges and agrees that every term, covenant, attornment, provision, condition and stipulation in the Original Agreement shall apply to and bind Brightly Canada with the same effect as if Brightly Canada had been Assetic Canada Holdings Inc. and as such had executed the Original Agreement and Brightly Canada covenants with the City to do, observe, keep and perform every term, covenant, attornment, proviso, condition and stipulation of the Original Agreement.
3. The City will pay Brightly Canada an annual ongoing license and support fee of \$116,905 for the year 2024. The annual ongoing license and support fee shall increase by 3% for each subsequent year until the end of the term being December 31, 2028, as set out in Schedule 2 attached hereto. For greater clarity, the total fees the Corporation will pay to Brightly Canada for ongoing license and support from 2024-2028 will be \$620,664.52. The parties therefore agree to delete Schedule 2 of Schedule B of the Original Agreement and replace it with Schedule 2 of Schedule B attached hereto as Schedule 2
4. This Amending Agreement and the Original Agreement (the “Agreement”) together constitute the entire agreement between the parties.

5. The Agreement shall terminate on December 31, 2028.
6. The Agreement may be renewed at the City's sole discretion upon review of the proposed license and support fees for future years, which shall be submitted to the Corporation no later than July 1, 2028.
7. This Amending Agreement shall enure and be binding upon the parties and their respective successors and assigns.
8. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have duly executed and delivered this Amending Agreement.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan
Mayor

Michael Schulthess
City Clerk

Brightly Software Canada Inc.

Ben Moller
Channel Manager
I have authority to bind the corporation.

Schedule 2

Schedule B - Project Cost Estimate Update

Modified May 16, 2023 by Marissa C. Lambert

Project Cost Summary

The 2024 licensing fee of \$116,905 (before HST) and an increase of 3% annually, for the remaining renewal period (2025-2028) as seen in the table below:

Item	Year 2 01/01/2025	Year 3 01/01/2026	Year 4 01/01/2027	Year 5 01/01/2028
Brightly Software	120,412.15 CAD	124,024.51 CAD	127,745.25 CAD	131,577.61 CAD

Project Cost Estimate

Year 1	
<ul style="list-style-type: none"> • Predictor Parks, Recreation and Forestry • Assets & Assessments • Predictor Facilities/Physical Plant • Predictor Enterprise 	\$116,905.00
Sub Total	\$116,905.00
Year 2 Cost (excl. HST)	
<ul style="list-style-type: none"> • Predictor Parks, Recreation and Forestry • Assets & Assessments • Predictor Facilities/Physical Plant • Predictor Enterprise 	\$120,412.15
Sub Total	\$120,412.15
Year 3 Cost (excl. HST)	
<ul style="list-style-type: none"> • Predictor Parks, Recreation and Forestry • Assets & Assessments • Predictor Facilities/Physical Plant • Predictor Enterprise 	\$124,024.51
Sub Total	\$124,024.51
Year 4 Cost (excl. HST)	
<ul style="list-style-type: none"> • Predictor Parks, Recreation and Forestry • Assets & Assessments • Predictor Facilities/Physical Plant • Predictor Enterprise 	\$127,745.25
Sub Total	\$127,745.25
Year 5 Cost (excl. HST)	
<ul style="list-style-type: none"> • Predictor Parks, Recreation and Forestry • Assets & Assessments • Predictor Facilities/Physical Plant • Predictor Enterprise 	\$131,577.61
Sub Total	\$131,577.61
Project Total	\$620,664.52