

Bill No. 579
2017

By-law No. A.- _____

A By-law to approve the "Master Agreement Adoption Agreement" with Eclipse Technology Solutions Inc. for Vendor of Record Telephony Equipment Maintenance and Support Services; and to authorize the Mayor and the City Clerk to execute the Agreement; and to approve Eclipse Technology Solutions Inc. as a Vendor of Record for Telephony Equipment Maintenance and Support Services for the City of London.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

AND WHEREAS, after an open and competitive process, Her Majesty the Queen in right of Ontario has entered into an agreement with Eclipse Technology Solutions Inc. ("Eclipse") for Telephony Equipment Maintenance and Support Services Contract No.: OSS_00456717 ("Master Agreement");

AND WHEREAS the Province's agreement with Eclipse provides an opportunity for Provincially Funded Organizations (PFO) (which includes municipalities) to enter into agreements with Eclipse for Telephony Equipment Maintenance and Support Services under substantially the same terms, subject to the PFO entering into a Master Agreement Adoption Agreement with Eclipse;

AND WHEREAS Municipal Council of The Corporation of the City of London approves Eclipse as a Vendor of Record for Telephony Equipment Maintenance and Support Services;

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

1. The Master Agreement Adoption Agreement for Telephony Equipment Maintenance and Support Services (in which the City can place orders and receive the products and services on the same or similar terms, including price and length of the term, as the agreement between Her Majesty the Queen in right of Canada and Eclipse under VOR # OSS-00456717), to be entered into between The Corporation of the City of London and Eclipse, substantially in the form attached as Schedule "A" to this by-law, is approved.

2. Eclipse is approved as a Vendor of Record for Telephony Equipment Maintenance and Support Services.

3. The Mayor and the City Clerk shall execute the agreement approved under section 1 above.

4. (a) The Director of Information Technology Services is delegated the power to authorize, approve and execute such further and other documents that may be required in furtherance of the agreement approved in section 1 above, that are consistent with the requirements contained in that agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London. This power shall include the power to exercise the City's option to extend the term of the contract to October 31, 2019.

(b) The Director of Information Technology Services is delegated the power to act as or appoint members of the Civic Administration to act as: administrator per section 22.02 of the Master Agreement; project manager per section 22.05 of the Master Agreement.

(c) The Director of Information Technology Services is delegated the power to act as or appoint a member of the Civic Administration to act as the Executive Sponsor for dispute resolution per section 23.02 and 23.03 of the Master Agreement.

(d) The City Manager is delegated the powers in subsections (a), (b) and (c) above in the absence of the Director of Information Technology Services.

5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on October 3, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – October 3, 2017
Second Reading – October 3, 2017
Third Reading – October 3, 2017

Schedule "A"

Master Agreement Adoption Agreement

This Master Agreement Adoption Agreement is made as of **October 12, 2017** between **Eclipse Technology Solutions Inc.** (the "Vendor") and The Corporation of the City of London (the "Buyer").

Background:

The Vendor and Her Majesty the Queen in right of Ontario, as represented by **the President of the Treasury Board**, have entered into a Master Agreement for **Telephone Equipment Maintenance and Support Services** made as of **November 1, 2014** (the "Ontario Master Agreement").

The Buyer wishes to enter into a separate agreement with the Vendor so that the Buyer may place orders and acquire Services and Deliverables from the Vendor in accordance with the terms of the Ontario Master Agreement, as amended herein.

For consideration, the receipt and sufficiency of which is acknowledged by the parties, the Buyer and the Vendor acknowledge and agree as follows:

(a) *Adoption*

The Buyer and the Vendor agree to be bound by all of the provisions of the Ontario Master Agreement as if such agreement was entered into by the Vendor and the Buyer, except where an amendment is implied *mutatis mutandis* and except as expressly amended in this Master Agreement Adoption Agreement. For the purposes of this document, the agreement between the Buyer and the Vendor that is being created by the adoption of the Ontario Master Agreement and the amendments referred to in this Master Agreement Adoption Agreement will be referred to as the "**Buyer Master Agreement**". For certainty, Her Majesty the Queen in Right of Ontario is not a party to or a guarantor under the Buyer Master Agreement.

(b) *Amendments:*

The following provisions of the Ontario Master Agreement will be amended for the purposes of the Buyer Master Agreement:

(i) For greater certainty only, where the context requires, reference to "Ministry", "Ontario Public Service", "OPS", "Ontario", "ERD", "TBS" shall be a reference to the Buyer;

(ii) For greater certainty only, the definition of "Client" in s. 1.01 is amended by inserting a new subsection (c):

(c) the Buyers' service areas, and any agencies, boards or commissions that the Buyer advises the Vendor of in writing.

(iii) The "Effective Date" in s. 1.01 is the date this agreement is made;

(iv) The Term shall be the same as set out in s. 25.01 of the Ontario Master Agreement, with the "Expiry Date" being **October 31, 2018**, unless this agreement or the Ontario Master Agreement is terminated earlier in accordance with the terms of the applicable Agreement. If the Ontario Master Agreement is extended for a further year as set out in s. 25.02, the Buyer Master Agreement may be extended

at the Buyer's option for a further term with an Expiry Date of **October 31, 2019**.

(v) The definition of "FIPPA" in s. 1.01 is amended by inserting the phrase ", and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as may be amended from time to time" after the phrase "from time to time";

(vi) For greater certainty only, and except for section 4.03, the definition of "Indemnified Parties" in s. 1.01 is amended by inserting the phrase ", and The Corporation of the City of London, its councillors, officers, agents, appointees and employees" after the phrase "appointees and employees";

(vii) s. 2.08 is amended by replacing the word "ensure" with the term "enure";

(viii) ss. 3.02(a) is amended by replacing the word "our" with the term "are";

(ix) For greater certainty only, s. 11.07 is amended by inserting the phrase "or the Buyer" after the phrase "Her Majesty the Queen in right of Ontario" and after the phrase "the Ministry";

(x) For greater certainty only, s. 18.01 is amended by inserting the phrase "and Municipal Council" after the phrase "Executive Council of Ontario" wherever it appears;

(xi) s. 20.01 is amended by replacing the defined term "CIPC" with the term "CPIC";

(xii) For greater certainty only, s. 27.05 is amended by replacing the phrase and words "Legislature of Ontario" and "Legislature" with the phrase "Municipal Council of the City of London";

(xiii) In section 29.01, Notice shall be provided to the Buyer as follows:

City Clerk
The Corporation of the City of London
300 Dufferin Avenue
PO BOX 5035
London, ON
N6A 4L9
Facsimile: 519-661-4892
Email: csaunder@london.ca

(xiv) The System Inventory Information shall not be as set out in Schedule A-1, but shall instead be as provided by the Buyer to the Vendor in writing from time to time.

IN WITNESS WHEREOF the parties have entered into this Master Agreement Adoption Agreement as of the date first set out above.

Buyer:

**The Corporation of the City of
London**

Per:

Vendor:

**Eclipse Technology Solutions
Inc.**

Per:

Signature:

Name:

Title:

I have authority to bind the Buyer.

Signature:

Name:

Title:

I have authority to bind the Vendor.

Signature:

Name:

Title:

I have authority to bind the Buyer.