

Bill No. 77
2023

By-law No. A.- ____ - ____

A by-law to approve the Master Agreement Adoption Agreement to the Master Agreement between The Corporation of the City of London and CompuCom Canada Co.; and to authorize the Mayor and City Clerk to execute the Master Agreement Adoption Agreement.

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* 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 bid process completed by the Minister of Government and Consumer Services in May 2022, Her Majesty the Queen (now His Majesty the King) in right of Ontario has entered into an agreement with CompuCom Canada Co. for Personal Devices and Services (Agreement No.14952) ["Master Agreement"];

AND WHEREAS The Corporation of the City of London and CompuCom Canada Co. wish to adopt and amend the Master Agreement;

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

1. The Master Agreement Adoption Agreement entered into between The Corporation of the City of London and CompuCom Canada Co., attached as Schedule "A" to this by-law, is authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the Master Agreement Adoption Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – March 7, 2023
Second reading – March 7, 2023
Third reading – March 7, 2023

Schedule A

Master Agreement Adoption Agreement

This Master Agreement Adoption Agreement is made as of March 7, 2023

between

CompuCom Canada Co. (the "Vendor")

and

The Corporation of the City of London (the "Buyer").

WHEREAS:

The Vendor and HER MAJESTY THE QUEEN (now His Majesty the King) in right of Ontario as represented by THE MINISTER OF GOVERNMENT AND CONSUMER SERVICES, have entered into a Master Agreement for Personal Computing Devices and Services made as of May 16, 2022 (the "Master Agreement").

AND WHEREAS 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 Master Agreement, as amended herein.

NOW THEREFORE this Master Agreement Adoption Agreement witnesses that 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 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 certainty, HER MAJESTY THE QUEEN (now HIS MAJESTY THE KING) in right of Ontario as represented by THE MINISTER OF GOVERNMENT AND CONSUMER SERVICES is not a party to or a guarantor under the Master Agreement Adoption Agreement.

b) Amendments:

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

- i. The definition of FIPPA in Schedule 2 of the Master Agreement is amended by inserting the phrase “, and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56” before the phrase “as amended”;
- ii. Where the context requires, reference in the Master Agreement to “OPS” or the “Ministry” or “Her Majesty the Queen in right of Ontario” (now “His Majesty the King in right of Ontario” or “Ontario” shall be a reference to the Buyer, with the exception of Article 9 of the Master Agreement;
- iii. Section 1.8 Notices by Prescribed Means is hereby deleted and replaced with:

Section 1.8 Notices by Prescribed Means

Any notice given by the Vendor to the Buyer under this Master Agreement Adoption Agreement shall be served personally, or by sending same by regular letter mail or email to:

The Corporation of the City of London
Attn: Steve Spring
Manager, Hardware Services
Address: 201 Queens Ave, Suite 300
City: London, ON N6A 1J1
Email: sspring@london.ca

or such other address as the Buyer may from time to time designate by written notice to the Vendor.

Any notice given by the Buyer to the Vendor under this Agreement, or any other document as prepared by the Buyer for the Vendor shall be served personally or by sending same by regular letter mail or email to:

CompuCom Canada Co.
1830 Matheson Blvd., Unit 1,
Toronto ON. M5W 4E1
Attn: Christine Evitt
Email: christine.evitt@compucom.com

or such other address as the Vendor may from time to time designate by written notice to the Buyer.

Any notice given under this Agreement shall be deemed to have been served, in the case of personal service or email, on the day it was served, and in the case of service via regular letter mail, five (5) business days after the date on which it was posted.

- vi. Section 6.9 Copyright notice – has been deleted
- vii. With respect to Section 11.5 (a) Escalation Process, the Ministry's positions shall be updated to the following positions:

Initial Step: Operations Level
City of London: Supervisor Hardware Services

Second Step: Management Level
City of London: Manager – Hardware Services

Third Step: Executive Level
City of London: Senior Manager – Infrastructure and Data Services

Forth Step: Senior Executive Level
Director of Information Technology Services

viii 12.2 c) Arbitration – the place of Arbitration shall be the City of London, Ontario, Canada.

iv. Definition of “Expiry Date” shall be updated to reflect signing date of Master Agreement Adoption Agreement plus three (3) years.

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

The Corporation of the City of London

CompuCom Canada Co.

Per:	Per:
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Name: Josh Morgan

Name:

Title: Mayor – City of London

Title:

Date:

Date:

I have authority to bind the Corporation

The Corporation of the City of London

Per:

Name: Michael Schulthess

Title: City Clerk, City of London

Date: