

RESOLUTION NO. 2009-233

SPONSOR Mr. Pry

DATE June 15, 2009

COMMITTEE: Public Safety

A Resolution authorizing the County Executive to execute any documents necessary to authorize the assignment of contracts with CGI Technologies and Solutions, Inc. to CGI Federal, Inc., a wholly-owned subsidiary, for the Executive's Department of Law, and declaring an emergency.

WHEREAS, County Council previously adopted Resolution No. 2007-599, which confirmed the award by the Board of Control of a contract with CGI Technologies and Solutions, Inc. to provide an integrated case management information system for the County of Summit Criminal Justice System, in an amount not to exceed \$2,400,000.00; and

WHEREAS, the County Executive executed the Case Management and Services Agreement and Statement of Work No. 1 with CGI Technologies and Solutions, Inc., both dated 2/26/2008, in the amount of \$1,978,655.00; and

WHEREAS, County Council previously adopted Resolution No. 2007-446, which confirmed the award by the Board of Control of a contract with CGI Technologies and Solutions, Inc. to provide annual maintenance and support services for imaging and web site software, in an amount not to exceed \$30,950.00; and

WHEREAS, the Executive executed the CGI Maintenance and Support Agreement dated 6/1/07, in the amount of \$30,950.00 and an Addendum to the Agreement, dated 11/26/07, to add additional terms and conditions; and

WHEREAS, County Council previously adopted Resolution No. 2008-391, which confirmed the award by the Board of Control of a contract with CGI Technologies and Solutions, Inc. to provide maintenance and support services for imaging and web site software, for the period 8/1/08 through 7/31/09; and

WHEREAS, on 8/8/08, the Executive executed Amendment One to the CGI Maintenance and Support Agreement, to extend it for an additional 12-month period, 8/1/08 through 7/31/09, in an amount not to exceed \$30,950.00; and

WHEREAS, CGI Technologies and Solutions, Inc. wishes to assign the aforementioned contracts to CGI Federal, Inc., a wholly-owned subsidiary, as shown in the letter attached as Exhibit A; and

WHEREAS, the assignment of the aforementioned contracts requires the approval of the Count of Summit, as shown in the letter attached as Exhibit B; and

WHEREAS, this Council has determined by reviewing all pertinent information that it is necessary and in the best interest of the County of Summit to authorize the County Executive to execute any documents necessary to assign the aforementioned contracts to CGI Federal, Inc.;

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State of Ohio, that:

SECTION 1

The County Executive is hereby authorized to execute any documents necessary to assign the following contracts from CGI Technologies and Solutions, Inc. to CGI Federal, Inc., a wholly-owned subsidiary:

- (1) Case Management Services Agreement and Statement of Work No. 1, dated 2/26/08, in the amount of \$1,978,655.00;
- (2) Maintenance and Support Services Agreement, dated 6/1/07, in the amount of \$30,950.00;
- (3) An Addendum to the Maintenance and Support Services Agreement, dated 11/26/07; and
- (4) Amendment One to the Support Services Agreement and the Addendum, dated 8/8/08, which extends the Support Services Agreement and Addendum from 8/1/08 through 7/31/09, in the amount of \$30,950.00.

SECTION 2

This Resolution is hereby declared an emergency in the interest of the health, safety and welfare of the citizens of the County of Summit and for the further reason of immediately authorizing the Executive to execute any documents necessary to assign contracts from CGI Technologies and Solutions, Inc. to CGI Federal, Inc. a wholly-owned subsidiary.

SECTION 3

Provided this Resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

SECTION 4

It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.


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INTRODUCED June 1, 2009

ADOPTED June 15, 2009


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

APPROVED June 16, 2009


EXECUTIVE

ENACTED EFFECTIVE June 16, 2009

Voice Vote: 9-0 YES: Comunale, Crawford, Crossland, Feeman, Kostandaras
Poda, Schmidt, Shapiro, Smith ABSENT: Rodgers & Prentice



CGI - 6 P. 8:22
ALLEGATION

CGI Federal Inc.
12601 Fair Lakes Circle
Fairfax, VA 22033

Tel. 703-227-6000
Fax. 703-267-6774
www.cgi.com

April 30, 2009

County of Summit, Ohio
175 South Main Street
Akron, Ohio 44308
Attention: Russell M. Pry, Executive

09-233

Subject: **Novation of Contract**

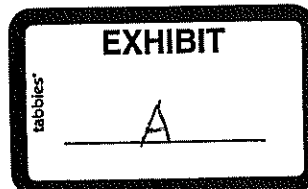
Reference: Master Service Agreement and related Statement of Work dated February 26, 2008 for Case Management Services and Software Maintenance and Support Services Agreement and its Addendum dated November 26, 2007 and Amendment One dated June 1, 2007

Dear Mr. Pry:

As a result of the FY09 planning process, the CGI Group Inc. executive management decided to restructure the business units within CGI Technologies and Solutions Inc., including CGI Federal Inc., a wholly-owned subsidiary, in order to better align its business units. Therefore, the Healthcare and Government Business unit (HCG), which was part of CGI Technologies and Solutions Inc., has become part of CGI Federal Inc. effective October 1, 2008. HCG will transfer its staff and clients to CGI Federal Inc. and will execute current and future work as part of CGI Federal Inc. instead of CGI Technologies and Solutions Inc.

As part of the reorganization, CGI Technologies and Solutions Inc. is novating certain HCG related contracts to CGI Federal Inc. including the above-referenced contracts with the County of Summit, Ohio. CGI Federal Inc. will be assuming the responsibilities of CGI Technologies and Solutions Inc. with respect to the work outlined in the referenced contracts with the County of Summit, Ohio. Please note that there will be no change to the CGI staff working on these contracts since they have been transferred into CGI Federal as part of the indicated reorganization.

The following CGI Federal information has been provided to facilitate the novation process:



*to Rick Jenkins
for review & compliance
RMF.*

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1. Insurance Policy Coverage: As a wholly-owned subsidiary, CGI Federal is covered under the same insurance policies currently in place for CGI Technologies and Solutions Inc.
2. W-9 (Request for Taxpayer Identification Number and Certification)
3. CGI Federal Tax Payer ID: 27-0087176
4. CGI Federal DUNS No. 14-5969783
5. Bill of Sale and Assignment of Contracts
6. Payment information:

Bank of America N.A.
c/o CGI Federal Inc.
12900 Collections Center Drive
Chicago, IL 60693

Further information regarding CGI Federal may be found via www.cgi.com or more directly at www.cgifederal.com.

If you have any questions or concerns regarding the novation of the above-referenced contracts to CGI Federal please feel free to contact Heather O'Connor at (216) 416-6461 or heather.oconnor@cgifederal.com. If we do not hear back from you within fifteen (15) days from the date of this letter we will assume that there are no objections to this novation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Rolf'.

Robert Rolf
Vice President, Consulting Services
CGI Federal Inc.

A handwritten signature in black ink, appearing to read 'Jessie Dean'.

Jessie Dean
Director, Contracts Management
CGI Technologies and Solutions Inc.

Enclosures (2)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
CGI Federal Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
12601 Fair Lakes Circle

City, state, and ZIP code
Fairfax, VA 22033

List account number(s) here (optional)

Requester's name and address (optional)

Part 1 Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
2 7 0 0 8 7 1 7 6

Part 2 Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Date **9/29/08**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity.

BILL OF SALE AND ASSIGNMENT OF CONTRACTS

Pursuant to that certain Capital Contribution Agreement entered into as of September 30, 2008 (the "Capital Contribution Agreement"), between CGI Technologies and Solutions Inc., a Delaware corporation ("CGI T&S"), and CGI Federal Inc., a Delaware corporation ("CGI Federal"), and for the consideration set forth in the Capital Contribution Agreement, the receipt and adequacy of which is hereby acknowledged and which has been conveyed to CGI T&S by CGI Federal, CGI T&S does unconditionally grant, bargain, sell, convey, transfer, set over and assign unto CGI Federal, its successors and assigns, all legal and beneficial right, title and interest in and to the Asset Contribution, free and clear of all encumbrances, to have and to hold such Asset Contribution to CGI Federal, its successors and assigns. In addition, CGI T&S does hereby unconditionally convey, transfer, set over and assign all legal and beneficial right, title and interest in and to each Contribution Contract to CGI Federal, its successors and assigns.

Unless otherwise defined, all capitalized terms used in this Bill of Sale and Assignment of Contracts shall have the same meanings attributed to them as set forth in the Capital Contribution Agreement.

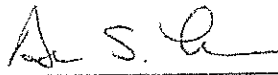
This Bill of Sale and Assignment of Contracts is being executed in keeping with, and is subject to all representations, warranties, covenants and agreements set forth in, the Capital Contribution Agreement and this Bill of Sale and Assignment of Contracts shall neither add to nor detract from the Capital Contribution Agreement.

CGI T&S agrees that it will at any time and from time to time at the request of CGI Federal, its successors or assigns, execute and deliver any and all instruments as CGI Federal, its successors or assigns, may reasonably request for the purpose of vesting in CGI Federal title to the Contributions or to enable CGI Federal, its successors or assigns, to enjoy such Contributions or to carry out the intent and purposes of this Bill of Sale and Assignment of Contracts.

This Bill of Sale and Assignment of Contracts shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of Delaware.

IN WITNESS WHEREOF, the party to this Bill of Sale and Assignment of Contracts has executed or caused this Bill of Sale and Assignment of Contracts to be executed as of the 30th day of September, 2008.

CGI TECHNOLOGIES AND SOLUTIONS INC.

By: 

Donna S. Morea
President



COUNTY OF SUMMIT, OHIO

Russell M. Pry, Executive

175 S. Main Street · Akron, Ohio 44308-1308 · 330.643.2510 · fax: 330.643.2507 · www.co.summit.oh.us

May 19, 2009

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Sent Via Facsimile (~~703-267-6774~~) and Regular Mail

Robert Rolf
Vice President, Consulting Services
CGI, Federal Inc
12601 Fair Lakes Circle
Fairfax, Virginia 22033

Subject: Assignment of Agreements between CGI Technologies and Solutions, Inc.
and the County of Summit, Ohio to CGI Federal Inc.

Mr. Rolf:

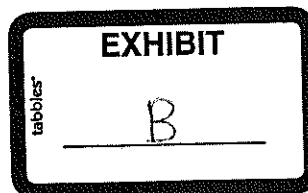
We are in receipt of your April 30, 2009 letter concerning the assignment of the agreements between CGI Technologies and Solutions, Inc. ("CGI") and the County of Summit, Ohio to CGI Federal Inc. ("CGI Federal"). A review of our records indicates that the County of Summit has the following contracts with CGI:

- (1) Case Management Services Agreement and Statement of Work No. 1, dated February 26, 2008, in the amount of \$1,978,655.00;
- (2) Maintenance and Support Services Agreement, dated June 1, 2007, in the amount of \$30,950.00;
- (3) An Addendum to the Maintenance and Support Services Agreement, dated November 26, 2007; and
- (4) Amendment One to the Support Services Agreement and the Addendum, dated August 8, which extends the Support Services Agreement and Addendum from 8/1/08 through 7/31/09, in the amount of \$30,950.00.

Section 15 C. of the Case Management Services Agreement provides that:

Assignment. Neither party may assign or otherwise transfer the Contract Documents or any of the rights they grant without the prior written consent of the other party. Any purported assignment in violation of the preceding sentence will be void. The Contract Documents will be binding upon the parties' respective successors and permitted assigns.

The Addendum to the Maintenance and Support Services Agreement provides that:



Robert Rolf
May 19, 2009
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Non-Assignment. Company agrees to perform personally all duties and obligations imposed under the Terms of this Agreement. Company agrees not to assign or delegate the performance of its duties under this Agreement without written consent from the Customer. Any assignments, delegations or substitution attempted without the previous written consent of the Customer will effect, at the option of the Customer, cancellation of all the Customer's obligations under this Agreement. Customer hereby consents to Company's use of TREEV to provide Level 3 Support in accordance with the Client's Support Guidelines.

CGI has not requested nor has the County given its written consent to the assignment of its agreements with CGI to CGI Federal. The County is however, willing to do so, subject to the approval of our County Council. As you can see from the enclosed resolutions, the agreements approved were with CGI. We intend to introduce legislation approving an assignment of the agreements to CGI Federal. We expect that we will receive the approval by the end of June. At that time, we will prepare an agreement between CGI and the County consenting to the assignment of the agreements to CGI Federal. Please advise us to whom the consent agreement should be forwarded.

If you have any questions or concerns, please call me at (330) 643-8550.

Very truly yours,



David L. Nott
Attorney, Department of Law

Enclosures.

cc : Richard Dobbins