



**Contract Number**

**SAP Number**  
4400018160

## Assessor-Recorder-County Clerk

<b>Department Contract Representative</b>	Holly Effiom, Business Systems Analyst III
<b>Telephone Number</b>	(909) 386-8691
<b>Contractor</b>	CGI Technologies and Solutions, Inc.
<b>Contractor Representative</b>	Joanna Robinson
<b>Telephone Number</b>	(949) 842-4604
<b>Contract Term</b>	9/15/20 through 6/30/25
<b>Original Contract Amount</b>	\$22,925,105.96
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$22,925,105.96
<b>Cost Center</b>	3119992756

### ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF AGREEMENT ("Assignment"), is hereby entered into as of November 16, 2021, by and between San Bernardino County ("County"), Array Information Technology, Inc., a Delaware Corporation ("Assignor"), and CGI Federal Inc., a wholly owned subsidiary of CGI Technologies and Solutions, Inc., a Delaware corporation ("Assignee"). The County, Assignor, and Assignee hereinafter are referred to collectively as the "Parties" or individually as the "Party."

### RECITALS

- A. On September 15, 2020, the County Board of Supervisors ("Board") approved Agreement No. 20-876 with Assignor to provide system integration services for the Assessor's Information Management System (AIMS) Project from September 15, 2020 through June 30, 2025 ("Agreement").
- B. On July 13, 2021, the Board approved Amendment No. 1 to Agreement No. 20-876 with Array revising the Statement of Work and Milestone Payment Schedule, with no change to the contract amount of \$22,925,106 or term of September 15, 2020 through June 30, 2025.

- C. On October 1, 2021, Assignee acquired all outstanding shares of Assignor.
- D. Section G.9.2 of the Agreement, attached hereto as **Exhibit A**, states that the Assignor is required to obtain the County's consent in order to assign the performance of the Agreement to Assignee.
- E. The County Board of Supervisors approves the assignment of Agreement from Assignee to Assignor and the terms of this Assignment.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Assignment, and the promises and covenants set forth herein, the Parties hereto agree as follows:

### **A. ASSIGNMENT**

Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest and delegate all its obligations, responsibilities, and duties, in and to the Agreement to Assignee as of November 16, 2021.

### **B. ASSUMPTION**

Assignee hereby accepts the assignment of all of Assignor's obligations, responsibilities, and duties under the Agreement and all of Assignor's right, title, and interest in and to the Agreement.

### **C. EFFECTIVE DATE**

This Assignment shall be effective on November 16, 2021.

### **D. CLAIMS**

The County, in executing its consent to this Assignment does not release Assignor from any claims or remedies it may have against Assignor under the Agreement for obligations incurred prior to the effective date of this Assignment.

### **E. GOVERNING LAW**

This Assignment shall be governed by and construed in accordance with the laws of the State of California.

### **F. COUNTERPARTS**

This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Assignment. The Parties shall be entitled to sign and transmit an electronic signature of this Assignment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original Assignment upon request.

IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Assignment to be subscribed to by the Clerk thereof, and the Assignor and Assignee have caused

this Assignment to be subscribed on their behalves by their respective duly authorized offices, the day, month, and year written.

SAN BERNARDINO COUNTY



Curt Hagman, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

**ASSIGNEE**

CGI Technologies and Solutions, Inc.

(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Joanna Robinson  
(Print or type name of person signing contract)

Title Senior Vice President  
(Print or Type)

Dated: \_\_\_\_\_

Address 350 South Grand Avenue, Suite 3800,  
Los Angeles, California, 90071

**ASSIGNOR**

Array Information Technology, Inc.

(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name David Joslin  
(Print or type name of person signing contract)

Title Senior Vice President  
(Print or Type)

Dated: \_\_\_\_\_

Address 7474 Greenway Center Drive, Suite 600,  
Greenbelt, MD 20770

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Stephanie Gutierrez, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

Date \_\_\_\_\_

Reviewed/Approved by Department

Bob Dutton, Assessor-Recorder-Clerk

Date \_\_\_\_\_

## **EXHIBIT A**

### **Agreement Number 20-876 and Agreement Number 20-876 A-1**

Agreement No. 20-876 and Agreement No. 20-876 A-1 are hereby incorporated by reference and made a part of this ASSIGNMENT AND ASSUMPTION OF AGREEMENT as if attached herein.