CGI Federal

CONSULTING AGREEMENT

This is a Consulting Agreement ("Agreement") dated as of September 23, 2014 (the "Effective Date") by and between City of Parma, Ohio - Parma Public Housing Agency ("Client"), having a place of business at 6611 Ridge Road, Parma, Ohio 44129, and CGI Federal Inc. ("CGI"), a Delaware corporation having its principal place of business at 12601 Fair Lakes Circle, Fairfax, Virginia, 22033.

1. SCOPE OF WORK

CGI resource(s) will perform the consulting and other tasks described in the Statement of Work attached as *Exhibit A* and any other Statements of Work subsequently issued under this Agreement (the "Services"). Each party will designate a Statement of Work manager who is authorized to give or obtain all information, decisions and approvals of such party relating to the Statement of Work. Client will also provide CGI with timely access to other appropriate Client personnel to facilitate the performance of the Services by CGI.

2. COMPENSATION

CGI will perform the Services on a 1) time and materials basis at the rates specified in the Statement of Work (or, if no rates are set forth in the applicable Statement of Work, at CGI's then-prevailing hourly rates) or 2) on such other basis as may be provided in the Statement of Work. Client will also pay CGI's Reimbursable Expenses. "Reimbursable Expenses" mean incidental expenses reasonably incurred by CGI in performing its obligations under this Agreement, including without limitation courier, document duplication, postage, long-distance telephone charges, travel and living expenses, and charges for any non-routine supplies and equipment called for in a Statement of Work or approved by Client.

3. PAYMENT TERMS

CGI will provide Client with monthly invoices covering the Services performed and CGI's Reimbursable Expenses. The invoices will be prepared in accordance with the applicable Statement of Work. All fees and expenses are to be paid to CGI in United States Dollars via Electronic Funds Transfer or check.

Electronic Funds Transfer

Remit To: CGI Federal, Account #3756257625, Bank of America, ABA #111000012;

OR

By Check

Remit To: CGI Federal Inc. Bank of America N.A., c/o CGI Federal Inc., Lockbox 404922, 6000 Feldwood Road, College Park, GA 30349.

CGI's invoices are due and payable in full within thirty (30) calendar days from the date of the invoice. If Client does not pay an invoice within thirty (30) calendar days after the invoice date, CGI may add an interest charge of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law if less; this interest will begin to accrue on the day after the payment due

CGI Federal

date and will accumulate on the outstanding balance on a daily basis until paid in full. Client agrees to pay directly or reimburse CGI for any taxes arising out of this Agreement or CGI's performance under this Agreement, excluding taxes on CGI's net income and all employer reporting and payment obligations with respect to its personnel.

4. PROPRIETARY RIGHTS

Unless otherwise agreed under a Statement of Work, CGI will own all right, title and interest in and to all work products developed by it under this Agreement. Subject to payment in full by Client of amounts owed to CGI under this Agreement, CGI grants to Client an irrevocable, nonexclusive, royalty-free right and license to use, execute, reproduce, modify and create derivative works from such materials for Client's own internal use. Client hereby grants to CGI a nonexclusive, royalty-free license to use any Client data and materials provided by it to CGI during the Term of this Agreement for the purpose of performing the Services for Client.

5. NONDISCLOSURE

A. "Confidential Information" means information belonging to or in the possession of a party which is confidential or a trade secret and is furnished or disclosed to the other party under this Agreement (including information exchanged in contemplation of entering into this Agreement): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. "Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.

B. Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Agreement or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to hold the furnishing party's Confidential Information in strict confidence affording the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel furnished by the receiving party to perform Services under a Statement of Work or otherwise having a need to know the information for the purposes of this Agreement; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of this

Agreement in order to carry out its obligations and exercise its rights under this Agreement; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

C. Upon termination or expiration of this Agreement and all Statements of Work issued under this Agreement, the receiving party, at the furnishing party's option, will return or destroy all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that CGI may retain one (1) copy of all of its work products (including working papers) produced under this Agreement for archival purposes.

6. LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

A. CGI warrants, for a period of thirty (30) calendar days commencing when the Services are performed, that the Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Client believes there has been a breach of this warranty, it must notify CGI in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI's sole obligation, and Client's exclusive remedy, will be for CGI to correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty. However, if CGI is unable to correct a breach of this warranty after repeated efforts, Client will also be entitled to receive an equitable adjustment in the CGI charges (up to the total amount of such charges under the applicable Statement of Work) for the Services in question to reflect any reduction in the value of the Services as a result of the uncorrected breach of warranty.

B. CGI warrants that any original works of authorship developed by CGI personnel under a Statement of Work, including their use by Client in unaltered form, will not, to CGI's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.

(1) If a third party brings an action against Client making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense and subject to the provisions of Section 8.C, defend, indemnify and hold Client harmless in such proceeding, and CGI will pay all settlements, costs, damages and legal fees finally awarded.

(2) If such a proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for Client to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require Client to return the allegedly infringing item(s), in which case Client will receive a refund of the

amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s).

This Section 6.B states CGI's entire obligation to Client and Client's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

C. CGI may investigate and correct breaches of warranty at CGI's offices to the extent possible. If Client requires CGI to travel to Client's place of business to correct a breach of warranty that could have reasonably been corrected at CGI's place of business, Client will reimburse CGI for the reasonable travel time and Reimbursable Expenses of CGI's personnel. If a reported breach of warranty is attributable to a cause other than a breach of the applicable CGI warranty, then CGI will be entitled to payment for its investigation and correction efforts on a time and materials basis at the rates applicable to the Statement of Work pursuant to Section 2.

D. CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the item in question by anyone other than CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of the item with other items CGI did not supply; (iii) Client's failure to use any new or corrected versions of the item made available by CGI; or (iv) CGI's adherence to Client's specifications or instructions.

E. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. LIMITATION OF LIABILITY

A. If Client should become entitled to claim damages from CGI for any reason (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), CGI will be liable only for the amount of Client's actual direct damages up to the amount that Client paid CGI for the items or Services that are the subject of the claim. In no event, however, will CGI be liable to Client (in the aggregate for all claims made with respect to a Statement of Work) for more than the fees paid by Client to CGI under the applicable Statement of Work during the three (3) month period prior to the breach.

B. In no event will CGI be liable for: (i) any damages arising out of or related to the failure of Client or its affiliates or suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by Sections 6.B(1) or 8.A); or (iii) any lost profits, loss of business, loss of data, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if CGI has been advised of the possibility of such damages.

C. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Section 6.B(1), or to any claims by Client for reimbursement

under Section 8.A. The limitations of liability set forth in this Section 7 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

8. INDEMNIFICATION

A. If, as a result of one party's (the "negligent party") negligence, the other party (the "injured party") or its employees suffer personal injury or damage to tangible property, the negligent party will reimburse the injured party for that portion of any claims the injured party pays for which the negligent party is legally liable.

B. If a third party brings an action against CGI alleging that any data or materials provided by Client to CGI, including their use by CGI in its performance of the Services under the applicable Statements of Work infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the country in which the Services are performed, then Client will, at its own expense and subject to the provisions of Section 8.C, defend, indemnify and hold CGI harmless in such proceeding and Client will pay all settlements, costs, damages, legal fees and expenses finally awarded.

C. A party's indemnification obligations specified in this Agreement are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the proceeding, providing the indemnifying party a copy of all notices received by the indemnified party with respect to the proceeding, cooperating with the indemnifying party in defending or settling the proceeding, and allowing the indemnifying party to control the defense and settlement of the proceeding, including the selection of attorneys. The indemnified party may observe the proceeding and confer with the indemnifying party at its own expense.

9. LAW AND DISPUTES

A. This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to any provision of Virginia law that would require or permit the application of the substantive law of any other jurisdiction.

B. Both CGI and Client agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law.

C. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section 9.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal

proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

D. Any question or dispute arising out of or relating to the Agreement will be resolved by binding arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules and the Supplementary Procedures for Large, Complex Disputes, and judgment on the award may be entered in any court having jurisdiction. The location of the arbitration will be in Commonwealth of Virginia. The arbitrators will have no authority to award any damages that are excluded by the terms and conditions of the Agreement. Either party will have the right to apply at any time to a judicial authority for appropriate injunctive or other interim or provisional relief, and will not by doing so be deemed to have breached its agreement to arbitrate or to have affected the powers reserved to the arbitrators.

E. No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either party more than two (2) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

10. TERMINATION

A. This Agreement will commence on the Effective Date, and will continue until the Services have been performed and Client has paid CGI in full, unless either party terminates this Agreement pursuant to Section 10.B.

B. Either party may terminate this Agreement, in whole or in part, at any time and for any reason upon at least thirty (30) calendar days' prior written notice to the other. CGI will inform Client of the extent to which performance is completed and CGI will take steps to wind down work in progress in an orderly fashion during the notice period. Upon the termination of this Agreement, CGI will have no obligations except as specifically provided below. Client will pay CGI for all hours of Services actually performed through the effective date of termination, plus Reimbursable Expenses, together with any costs and expenses reasonably incurred by CGI to terminate its performance of the Services earlier than anticipated, including without limitation costs to relocate any CGI personnel from Client's site, and costs to terminate any special contracts or leases entered into for the purpose of performing the terminated Services.

C. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including but not limited to Sections 5 and 7.

CGI Federal

11. GENERAL

A. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of Client:	with a copy of legal notices to:
PARMA PUBLIC HOUSING 1440 ROCKSIDE RD, SUITE 206 PARMA, OHIO 44134 Attn: TIM DODECK ESQ. Fax: 216-661-2021	<-> SAME Attn: Fax:
In the case of CGI:	**with a copy of legal notices to:**
CGI Federal Inc. 1001 Lakeside Ave. Suite 800 Cleveland, OH 44114 Attn: Marybeth Carragher Fax: 216-687-1488	CGI Federal Inc. 12601 Fair Lakes Circle Fairfax, VA 22033 Attn: Contracts Department Fax: 703-227-6774

B. Neither party shall be liable for any damages for delays or failure in performance under this Agreement caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to CGI shall be equitably adjusted.

C. During the term of this Agreement and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its affiliates) any employee of the other party (or any of its affiliates) who was involved in the performance of the party's obligations under this Agreement, unless the hiring party obtains the written consent of the other party. The actual damages attributable to a breach of the provisions of this Section would be difficult to determine and prove. Accordingly, the parties agree that if either party breaches this Section , the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties. The foregoing provision will not prohibit a general solicitation of employment in the ordinary course of business or prevent either party from employing any employee who contacts such party as a result of such a general solicitation or at his or her own initiative without any direct or indirect solicitation by or encouragement from such party.

D. Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of the preceding sentence will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns.

E. Nothing in this Agreement will prevent CGI from marketing, developing, using and performing services similar to or competitive with the services furnished under this Agreement. Neither party will be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performance under this Agreement. The provisions of Section 5 do not prevent CGI from describing to potential Clients any Services or work products provided by CGI under this Agreement, so long as CGI removes Client's Confidential Information and any identifying references to Client.

F. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

G. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

H. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by both parties.

CGI Federal

EXHIBIT A

It is our intent to enter into an immediate agreement between CGI and Parma Public Housing Agency to provide consulting work a maximum of four and one-half (4 ½) months, or extended until such time as Parma Public Housing Agency has filled the currently vacant role of HCV Program Administrator permanently. Should Parma Public Housing Agency fill the vacant role prior to the maximum number of months, Parma Public Housing Agency will grant CGI 10 business day(s) notice of the intent to transition consulting work from CGI to the Parma Public Housing Agency's new hire.

Standard Business hours shall be:
Monday- Friday, 8:00 AM – 5:00 PM
Consultant will work a maximum 40 business hours / week

Senior Consultant hourly rate:	$75.00
Daily expenses (mileage & incidentals) :	$45.00

CGI Senior Consultant, Jennifer Csora (resume included), will perform the day to day management of the HCV program and additional administrative duties for the Parma Public Housing Agency as requested. Ms. Csora will work to deliver exceptional customer service and provide operational support commensurate with the position of HCV Program Manager. Interim duties may include but are not limited to:

- Organizing the HCV Program and staff;
- Administer the technical functions of the HCV Program;
- Assure compliance with federal, state, local and HUD policies and procedures;
- Supervise special programs;
- Serve as primary liaison with landlords, other housing authorities, and other external stakeholders;
- Work with the Director to ensure all operations continue to run at a high level.