

ASSIGNMENT & ASSUMPTION OF CONTRACT

This Assignment and Assumption of Contract and Consent (“Assignment and Consent”) is entered into as of September 27, 2025 (the “Effective Date”), by and between VFA, Inc., a Delaware corporation (“Assignor”), and The Gordian Group, Inc., a Washington corporation (“Assignee”).

RECITALS

- A. Accruent, LLC, a Delaware limited liability company (“Accruent”) and Contra Costa County (“County”) entered into that certain Agreement effective November 25, 2020 and all Statement of Work and Purchase Orders attached thereto (the “Agreement”), between Accruent and District for Accruent to provide Software as a Service (SaaS) and professional services for facility assessment and capital planning services (together, “Services”) to County and County to make payment therefor; and,
- B. Pursuant to the Agreement, Assignor provides Services to County and County makes payment therefor; and,
- C. Accruent and The Gordian Group, Inc. have a common parent company, Fortive Corporation (“Fortive”); and,
- D. On or about May 1, 2021, as part of a corporate restructuring by Fortive, management control of VFA, Inc. was moved from Accruent to The Gordian Group, Inc., and Accruent assigned all VFA contracts to Assignor; and,
- E. On November 9, 2022, Accruent and Assignor entered into an Assignment and Assumption of Contract for the Agreement; and
- F. On or about September 27, 2025, as part of an effort to streamline operations by Fortive, Assignor is transitioning all business conducted under VFA, Inc. to Fortive’s unified entity, The Gordian Group, Inc.; and,
- G. Assignor and Assignee desire that Assignee assume the obligations under the Agreement; and,
- H. County desires to consent to Assignor’s assignment of its rights and obligations under the Agreement to Assignee, and to Assignee’s assumption of Assignor’s rights and obligations under the Agreement, and to agree to Assignee becoming its counterparty under the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Agreement. As of the Effective Date, Assignor hereby transfers, assigns and conveys all of Assignor's right, title and interest in, to and under the Agreement to Assignee.

2. Assumption of Agreement.

- a. Assumption. As of the Effective Date, Assignee hereby accepts, assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by Assignor (as defined in the Agreement) accruing on and after the Effective Date, and confirms that as of the Effective Date it shall be deemed a party to the Agreement and agrees to be bound by all of the terms of the Agreement and to undertake all the obligations of Assignor contained therein.
- b. References in Agreement. Assignee hereby agrees that all references in the Agreement to “Accruent” or “VFA, Inc” shall be deemed references to Assignee.
- c. Receipt of Agreement. Assignee hereby acknowledges and confirms that it has received a complete executed copy of the Agreement.

3. Insurance; Further Assurances. As of the date hereof, Assignee and County acknowledge that Assignee has provided County with evidence of insurance (if required by the Agreement). Each party to this Assignment and Consent shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Assignment and Consent.

4. Notices. Unless otherwise notified by Assignee, copies of any notices to be provided pursuant to the Agreement shall be sent to Assignee at the following address:

The Gordian Group, Inc.
30 Patewood Drive, Suite 350
Greenville, SC 29615
ATTN: Legal

5. Binding Effect. This Assignment and Consent shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

6. Entire Agreement. This Assignment and Consent shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Assignment and Consent and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

7. Governing Law; Venue. This Assignment and Consent shall be governed by and be construed in accordance with the laws of the State of California. Venue for any matter related to this Assignment and Consent shall be in the state or federal courts in the State of California.

8. Counterparts. This Assignment and Consent may be executed in several counterparts and all such executed counterparts shall constitute one document, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

Signatures appear on following page.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Consent as of the date first set forth above.

ASSIGNOR

ASSIGNEE

VFA, INC.

THE GORDIAN GROUP, INC.

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Acknowledged and Agreed:

Contra Costa County

By: _____

Name: Eric Angstadt

Title: Chief Assistant County Administrator