

**CONSENT TO ASSIGNMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GUIDEHOUSE INC.
(Formerly known as Navigant Consulting, Inc.)**

PREAMBLE

This consent to assignment agreement (“Consent Agreement”) is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”), Navigant Consulting, Inc., a Delaware Corporation, with its principal place of business located at 150 N. Riverside Plaza, Suite 2100, Chicago, IL 60606 (“Navigant” or “Assignor”) and Guidehouse, Inc., a Delaware Corporation, with its principal place of business located at 150 N. Riverside Plaza, Suite 2100, Chicago, IL 60606 (“Guidehouse” or “Assignee”), the intended successor in interest to Guidehouse. City, Guidehouse and Navigant may be individually referred to in this Consent Agreement as a “Party” or collectively as the “Parties” or the “Parties to this Consent Agreement.”

RECITALS

- A. City and Navigant Consulting, Inc., entered into an agreement entitled, “Agreement by and Between the City of Santa Clara, California and Navigant Consulting, Inc.,” dated October 28, 2018 (the “Original Agreement”) in which Navigant agreed to provide consulting services to/with the City;
- B. Section 8 of the Original Agreement entitled No Assignment of Agreement/Successors in Interest provides as follows:
- City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.
- Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.
- C. The City has been informed that due to the acquisition of Navigant and Guidehouse, that Guidehouse is the surviving entity and as such will continue to provide the services to the City under the Original Agreement. Navigant desires to have the City consent to the assignment of all rights, obligations and interest in the Original Agreement from Navigant to Guidehouse;

- D. Based on the final approval of the merger/acquisition, it is the desire of City to formally consent to the assignment by Navigant of all its rights, obligations and interest in the Original Agreement to Guidehouse.

In consideration of the above referenced recitals and the following mutual covenants, commitments and obligations, the Parties agree, as follows:

CONSENT AGREEMENT PROVISIONS

1. Based on a written request received by the City from the Guidehouse, (and contingent upon the finalization of the merger) City hereby consents to the assignment of the Original Agreement and all of the rights, duties, obligations and interest set forth therein from Navigant to Guidehouse. This consent is based on representations made by Guidehouse and Navigant and all the duties and obligations of Navigant to perform specified services included in the Original Agreements shall be performed by Guidehouse after the merger is complete. This Consent is effective as of the completion of the merger. If, for any reason, the pending merger is not completed, this Consent Agreement shall be deemed void and Navigant shall continue to be bound to perform the obligations set forth in the Original Agreements.
2. City acknowledges and relies on this acceptance by Guidehouse of all of the rights, obligations and interest in the Original Agreement and the relinquishment of all such the rights, obligations and interest in the Original Agreement by Navigant. Guidehouse agrees to undertake any and all action(s) necessary to meet the terms and conditions of the Original Agreement referred to in this Consent Agreement.
3. Upon execution of this Consent Agreement (and the completion of the pending merger) any pending debts or obligations due to City and those which subsequently arise or accrue from the terms and conditions of the Original Agreement shall become payable by Guidehouse to the City or its agents, or assigns.
4. This Consent Agreement embodies the entire agreement between City, Guidehouse and Navigant and all of its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of City prior to execution of this Consent Agreement shall affect or modify any of the terms or obligations contained in this Consent Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.
5. As a condition of the terms of this Consent Agreement, Guidehouse shall provide the City with the following:
 - a. revised Certificate of Insurance, as well as all policy endorsements to indicate that Guidehouse has purchased, and is maintaining, all of the required insurance policies and has provided the required endorsements which were included in the terms and conditions of the Original Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties to this Consent Agreement hereby acknowledge and accept the terms and conditions stated herein by the following signatures of their duly authorized representatives. The signature of the duly authorized representative of Guidehouse confirms its acceptance of the terms and conditions of the Original Agreement and the assignment of the Original Agreement from Navigant. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

NAVIGANT CONSULTING, INC.
a Delaware Corporation

GUIDEHOUSE, INC.
a Delaware Corporation

Dated: 1/20/2021





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“Assignor”

“Assignee”