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# EXEMPT

## From Public Disclosure

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## PROFESSIONAL SERVICES AND LICENSE AGREEMENT

This professional services and license agreement (the "Agreement") is entered into and effective as of 1/26/2023 by and between Jacksonville Aviation Authority, a body politic and corporate, created and existing under chapter 2001-319, Laws of Florida (Sp. Acts. June 5, 2001), as amended, whose address is 14201 Pecan Park Road, Jacksonville, FL 32218 ("Owner"), and The Gordian Group, Inc., whose address is 30 Patewood Drive, Suite 350, Greenville, South Carolina 29615 and who is authorized to do business in the state of Florida ("Gordian") (each a "Party" and, collectively, the "Parties").

### RECITALS

Owner desires to engage the services of a firm to perform services related to the development, implementation, and support of a Job Order Contracting ("JOC") program in accordance with the terms and conditions set forth herein. Gordian has the necessary skills and expertise required to perform these services and is willing and able to provide the Services to Owner.

Gordian and Sourcewell are parties to Contract No. 050421-GGI, dated June 7, 2021 ("Underlying Contract") under which Gordian is authorized to provide JOC consulting and other value-added services to eligible Sourcewell members for the pricing and terms set forth in the Underlying Contract. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota to provide programs and services to members in education and government and is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its member agencies. Owner is a Sourcewell participant and is authorized to enter into this Agreement pursuant to Sec. 3.08 of its Procurement Code.

Owner desires, through this Agreement, to procure certain services set forth in the Underlying Contract in accordance with the pricing and other terms set forth in the Underlying Contract which is incorporated by reference herein and included as Exhibit A. Pursuant to the Underlying Contract, Sourcewell participants may engage Gordian directly. The parties intend that this Agreement, including all additional terms stated in this Agreement that are not expressly stated in the Underlying Contract, and the Underlying Contract serve as the Agreement between the parties.

Therefore, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

### TERMS AND CONDITIONS

1. **TERM.** Pursuant to JAA Award No. AC2022-06, Owner hereby retains Gordian as Owner's JOC Services provider for the term commencing on the date of this Agreement and expiring 60 months after the award of the first JOC construction contract (the "Term"), unless terminated or extended as provided for herein.
2. **DUTIES**
  - 2.1 **Gordian's Duties.** In addition to any other duties and responsibilities set forth in this agreement and incorporated attachments, Gordian shall assume the following duties and responsibilities:
    - (A) Gordian agrees to perform the services ("Services") set forth in the Underlying Contract and detailed in scope of work attached as Exhibit B, which is incorporated by reference herein, using a reasonable and customary professional degree of care for the type of work being performed.
    - (B) Gordian grants Owner, for the term of this Agreement, a license ("JOC System License") to Gordian's Job Order Contracting System and other related proprietary materials (collectively, the "Proprietary Information") as set forth in Exhibit D, which is incorporated by reference herein.
  - 2.2 **Owner's Duties.** In addition to any other duties and responsibilities set forth in this agreement and incorporated attachments, Owner shall assume the following duties and responsibilities:

No such other agreements or understandings may be enforced by either Party nor may be employed by either Party for interpretation purposes in any dispute involving this Agreement.

Owner

Signed by: Mark VanLoh  
Signed at: 2023-01-26 23:27:27 +00:00  
Reason: Witnessing Mark VanLoh

By:    
Authorized Signature

Mark VanLoh, CEO  
Name and Title

01/26/23  
Date

The Gordian Group, Inc.

Signed by: Dan Cook  
Signed at: 2023-01-26 21:46:57 +00:00  
Reason: Witnessing Dan Cook

By:    
Authorized Signature

Dan Cook, VP/GM, SLED  
Name and Title

01/26/2023  
Date

Approved as to form and legality for the  
use and reliance of the Jacksonville Aviation  
Authority

Signed by: Devin Reed  
Signed at: 2023-01-26 22:12:54 +00:00  
Reason: Witnessing Devin Reed

   
Devin J. Reed, Chief Compliance Officer