

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into as of this 23rd day of September, 2026 ("Effective Date"), by and between **THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA** (hereinafter referred to as the "City"), a municipal corporation chartered and existing under the laws of the State of Georgia, and **CHA CONSULTING, INC.** (hereinafter referred to as "CHA"), a foreign profit corporation. The City and CHA are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City and CHA entered into a professional services agreement dated June 20, 2023, whereby CHA served as the architect and design professional for the **Garden City Gym Complex Project** (the "Project");

WHEREAS, a dispute arose between the City and CHA concerning alleged project delays, wherein the City sought reimbursement of delay costs charged to the City by the Project contractor arising out of or related to alleged delays by CHA in responding to the contractor's Requests for Information (RFIs) and design requests, and in procuring a swimming pool permit from the Chatham County Department of Health (the "Dispute");

WHEREAS, the City formally asserted claims against CHA concerning the Dispute through initial notice of claim correspondence regarding the contractor's change order for delay costs;

WHEREAS, CHA expressly denies any and all liability, fault, or wrongdoing whatsoever regarding the City's allegations and maintains that its performance was at all times professional, adequate, and in accordance with applicable standards; and

WHEREAS, the Parties desire to compromise, resolve, and fully and finally settle the Dispute and all claims that were raised or could have been raised in connection therewith, upon the terms and conditions set forth herein, without the time, expense, and uncertainty of litigation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Settlement Amount and Payment Terms

Within **sixty (60) calendar days** after the date upon which this Agreement is fully executed by both Parties, CHA shall pay to the City the total settlement amount of **Fifty Thousand and 00/100 Dollars (\$50,000.00)** (the "Settlement Funds"). Payment shall be made via wire transfer or check delivered to the City or its designated legal counsel pursuant to payment instructions provided to CHA in writing.

2. No Admission of Liability

The Parties expressly agree and understand that this Agreement is a compromise and settlement of a disputed claim. This Agreement, the negotiations leading to it, and the payment of the Settlement Funds do not constitute, and shall not be construed or interpreted as, an admission of liability, fault, culpability, or wrongdoing of any kind by CHA, all such liability being expressly denied by CHA.

3. Full and Final Release of Claims

In consideration of the payment of the Settlement Funds and the other mutual covenants contained herein, the City, for itself and its past, present, and future elected officials, officers, employees, departments, agents, successors, and assigns, hereby fully, finally, and unconditionally releases, acquits, and forever discharges CHA, along with CHA's past, present, and future officers, directors, subsidiaries, affiliates, parent companies, insurers, reinsurers, consultants, employees, attorneys, successors, and assigns (collectively, the "Released Parties"), from any and all past, present, and future claims, demands, liabilities, obligations, actions, causes of action, suits, damages, costs, expenses, and compensation of any nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, at law or in equity, that were raised or could have been raised arising out of or related in any way to the claims alleged in the initial notice of claim correspondence concerning the contractor's change order for delay costs.

4. Non-Disparagement Provision

The Parties mutually agree that they shall not, and shall ensure that their respective elected officials, officers, directors, employees, and authorized agents do not, make any public statements, communications, or publications that disparage, criticize, or impugn the reputation, business practices, or professional standing of the other Party regarding the Dispute, the Project, or the negotiation of this Agreement.

5. Attorney's Fees, Costs, and Expenses

Each Party shall bear its own attorney's fees, expert fees, costs, and expenses incurred in connection with the Dispute, the negotiation of this settlement, and the drafting of this Agreement.

6. Confidentiality and Open Records Act Compliance

The Parties agree to keep the terms and conditions of this Agreement strictly confidential to the fullest extent permitted by law. However, the City is a municipal corporation subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.), and nothing in this Agreement shall be construed to prohibit or restrict the City from disclosing this Agreement or related documents if required by applicable law, a valid court order, or in response to a properly submitted Open Records Act request.

7. Good Standing and Future Proposals

The City acknowledges and agrees that, upon full execution of this Agreement and timely receipt of the Settlement Funds, CHA remains in good standing with the City. CHA shall remain fully eligible to submit proposals, bids, and qualifications for professional engineering, architectural, and consulting services on future projects issued by the City, and the City agrees that it will fairly and impartially consider any such proposals on their merits alongside other submitters.

8. Governing Law and Venue

This Agreement shall be construed, interpreted, and governed by the laws of the State of Georgia, without regard to its conflict of laws principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the appropriate state court located in Chatham County, Georgia.

9. Authority to Execute

Each person signing this Agreement warrants and represents that they possess full legal authority to bind the respective Party on whose behalf they are executing this document, and that all necessary corporate, municipal, or organizational approvals have been duly obtained.

10. Entire Agreement and Severability

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior oral or written negotiations, agreements, understandings, and representations. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement and Release to be duly executed by their authorized representatives as of the Effective Date written above.

THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA

By: Rhonda Ferrell-Bowles
Rhonda Ferrell-Bowles, City Manager

Date: 9/21/26

SIGNATURES CONTINUE ON NEXT PAGE

CHA CONSULTING, INC.

By: 

Name: Michael A. Platt

Title: General Counsel

Date: 9/23/2026