

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between the City of Jonesboro, hereinafter referred to as the City, with principal offices located at 1859 City Center Way, Jonesboro, GA 30236 and Falcon Design Consultants, LLC, hereinafter referred to as "Consultant", with corporate offices located at 235 Corporate Center Dr, Ste. 200, Stockbridge, GA 30281.

WHEREAS, the City is desirous of entering into a professional services contract with the Consultant for the specified services herein; and

WHEREAS, the Consultant has provided documentation to the City identifying the requisite qualifications necessary to perform the agreed upon services in a thorough, professional, and workmanlike manner; and

WHEREAS, this Agreement includes the option for additional services beyond the scope of the awarded contract to allow the City to utilize such services without the need for further negotiations; and

NOW, THEREFORE, in consideration of the foregoing and the mutual guarantees contained herein, the parties agree as follows:

1. Definitions:

- A. *Building Department Services:* Consultant will perform standard building department activity including residential and commercial plan review, residential and commercial inspections, and code official administrative duties. This service excludes permit technician duties such as collecting payment, permit issuance, staffing on-site for secretarial duties, and other associated responsibilities of similar-type positions.
- B. *Development Services:* Consultant will perform standard environmental and engineering department activity including civil plan review and inspections associated with all residential, commercial, and industrial developments. This service excludes review for water and wastewater services as those will remain under the purview of the Clayton County Water Authority.
- C. *Full-Service:* Consultant will perform full-time comprehensive services acting as the jurisdictional department staff for the elected service type.
- D. *As-Needed:* Consultant will perform elected services on an "on-call" basis as determined necessary by the City.
- E. *On-Call Engineering:* Consultant will provide task orders for projects, at the request of the City, for engineering projects including, but not limited to, stormwater management and/or design services, roadway evaluation and design services, park facility and site evaluation and design services, and general consultant-based projects including construction observation(s).
- F. *Parties:* Consultant and City of Jonesboro.
- G. *Public Purpose: No Waiver of Immunities.* Consultant acknowledges that the Services are provided to a Georgia municipal corporation for a public purpose. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity, governmental immunity, official immunity, or any other immunity or defense available to the City under Georgia law, all of which are expressly reserved.
- H. *Order of Precedence:* In the event of any conflict among this Agreement, Exhibit A, any City-issued task order, scope memo, proposal, invoice, or Consultant policy or terms, the order of precedence shall be: (1) this Agreement; (2) a written task order issued and signed by the City; and (3) Exhibit A. Any additional or different terms contained in an invoice, proposal, or Consultant document are rejected and shall be of no force or effect unless expressly accepted in writing by the City.

2. Scope of Services:

Consultant will provide all resources, including staffing, to perform the scope of the services listed below:

- A. Consultant will perform as-needed building plan review services, with a 10-business day turnaround timeframe for commercial projects and a 5-business day turnaround timeframe for residential projects.
- B. Consultant will perform as-needed civil engineering review, including erosion, sedimentation, and pollution control, for all projects with a maximum 15-business day turnaround timeframe.
- C. Consultant will perform as-needed field inspections for all permitted projects for all building department and development services disciplines.
- D. Consultant shall provide on-call engineering services as requested by the City subject to the conditions listed herein.
- E. Consultant shall provide individuals meeting requirements set forth therein O.C.G.A. § 8-2-26.1(a)(2), O.C.G.A. § 43-15-9, and O.C.G.A. § 12-7-19 to perform all plan review and inspection services and make available a list of these individuals upon request by the City of Jonesboro.
- F. The City may request the consultant to perform additional duties outside of the scope of services herein. For such services, the rates and quantities shall be mutually agreed upon by both parties listed herein.
- G. *Consultant shall perform the Services in accordance with the professional standard of care applicable to similarly situated professionals practicing in the State of Georgia and in compliance with all City policies, procedures, and reasonable written directives issued by the City Manager or the City Manager's designee. The City retains final authority over permitting determinations, enforcement positions, and interpretations of City ordinances and policies.*
- H. *Any stated turnaround timeframes shall apply only to complete submissions, as determined by the City in its reasonable discretion. The review period shall not commence until all required documents, fees, and information have been received and confirmed as complete by the City. Material revisions or incomplete resubmittals shall toll the applicable review timeframe.*
- I. *No services outside the Scope of Services shall be performed unless authorized by a written task order or amendment signed by the City's authorized representative. Verbal requests or communications with third parties shall not constitute authorization.*

3. Independent Consultant:

It is acknowledged by and between the parties hereto that the consultant is an independent consultant in a professional services contract with the City of Jonesboro to perform the services as provided in this agreement.

- A. Non-Employee Status: Personnel assigned to perform the services to be provided by consultant pursuant to this agreement shall be employees of the consultant. Consultant assumes full responsibility for the actions of such personnel while performing services pursuant to this agreement, and shall be solely responsible for their supervision, daily direction and control, provision of employment benefits and payment of salary (workers' compensation insurance, salary, retirement contributions, withholding tax, health insurance, and unemployment insurance). The City of Jonesboro shall not be responsible for furnishing any benefits to such personnel.
- B. No Authority to Bind City. Consultant has no authority to bind the City, to represent that it speaks on behalf of the City, or to make commitments or representations on the City's behalf unless expressly authorized in writing by the City.

4. Effective Date of Service and Term of Agreement:

- A. The effective date of service to which the terms of this agreement shall apply will be on the ____ day of February, 2026.
- B. The initial term of this agreement shall be for one (1) year and shall be deemed renewed automatically each year for an additional one-year period (an "Automatic Renewal Term") for three (3) consecutive one-year renewals unless either party listed herein elects not to renew this agreement in accordance with section (4)(B)(i) of this agreement.
 - i. This agreement shall remain in force and effect from the effective date of service until canceled by either party upon ninety (90) days advance written notice. If this agreement is cancelled by the city, consultant will be compensated for services provided up to the point of termination based on the work completed up to such date. Consultant may terminate this agreement by providing advanced written notice to the City at least ninety (90) days prior to such termination. If this agreement is cancelled by the consultant, the consultant shall be compensated for services up to the point of termination, based on work completed to such date.
 - ii. The City may terminate this Agreement for convenience upon thirty (30) days' written notice, without penalty.
 - iii. Upon termination for any reason, Consultant shall be entitled only to compensation for Services actually performed and accepted by the City through the effective date of termination.
 - iv. Upon notice of termination, Consultant shall reasonably cooperate with the City to ensure an orderly transition of Services, including the transfer of records and work product, at no additional cost to City.

5. Compensation:

A. *As-Needed Service:*

- i. Building Department & Development Services: The City shall pay forty percent (40%) of all permitting and plan review fees collected in association with projects in which the City elects to utilize the services of the Consultant excluding any fees collected for tasks solely performed by City employees. At the discretion of the Consultant and the City, this revenue sharing percentage may be decreased for projects determined to be of significant economic value. The 40% revenue share applies only to City fees collected for services actually performed by Consultant (plan review and inspection services) and shall not apply to (i) technology, convenience, or portal fees, (ii) third-party consultant review fees, or (iii) any City fees for tasks performed by City staff. The City shall reasonably determine allocation of fees by discipline and task when both City and Consultant participate. Any decrease (or other adjustment) for "significant economic value" projects must be agreed in writing before services begin or fees are invoiced.
- ii. On-Call Engineering: The City shall pay the associated hourly rate for services, as indicated by Exhibit A included herein, for all projects not associated with a task order. For engineering projects in which the Consultant prepares a task order, the City shall pay the sum(s) included on the task order.
- iii. Consultant shall bill in increments of one-quarter (0.25) hour and shall provide invoice detail by date, staff classification, and description of work performed.
- iv. No reimbursable expenses, travel time, mileage, or third-party costs shall be charged unless expressly authorized in writing in the applicable task order.

B. *Advance Approval of Fee Adjustments:*

- i. Any modification to compensation, including changes to revenue-sharing percentages, must be approved in advance by a written amendment executed by the City.

C. *Invoice Detail and Audit Rights:*

All invoices shall include sufficient detail to permit audit, including dates of service, personnel classifications, hours worked, and project or permit identifiers. The City may audit Consultant invoices and recoup any overpayments within three (3) years after final payment.

D. *Payment Procedures:*

- i. For construction project management and on-call engineering services, the Consultant shall submit a monthly invoice detailing the dates of services provided for City review; the City shall pay within 30 days of submission of such invoice and shall contact the consultant no later than five (5) days of receipt of any invoice in which there is a dispute.
- ii. For building department and development services, the City shall provide a list of permitting and plan review fees collected in association with the services performed by the Consultant in order for an invoice to be sent to the City for review indicating the amount due based on the revenue sharing percentage.
- iii. Disputes; Partial Payment. The City may notify Consultant of disputes within **thirty (30) days** of receipt (or within a reasonable time if internal audit requires longer). The City may pay undisputed amounts while disputing specific line items. No interest, late fees, or penalties shall accrue unless required by law and expressly agreed in writing.

6. Indemnification:

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, and expenses (including reasonable attorney's fees) to the extent arising out of or relating to (i) Consultant's negligence, errors, omissions, or breach of this Agreement; (ii) the negligent acts or omissions of Consultant's employees, subcontractors, or agents; or (iii) Consultant's violation of applicable law. This obligation shall apply regardless of whether the claim is asserted by a third party and shall survive termination of this Agreement.

Reservation of Immunities. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity, governmental immunity, official immunity, or other defenses under Georgia law.

7. Nondiscrimination:

Consultant both represents and agrees that consultant does not and will not discriminate against any employee, or applicant for employment, because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8. Ownership of Documents and Records:

Consultant agrees that all original documents, plans, reports, including drafts, native files, notes, calculations, correspondence, and electronic data created or used in connection with the Services, and any other materials developed during the course of providing services herein this agreement will be the property of the City and will be provided by the consultant to the City upon their completion.

- A. As a City contractor, Consultant acknowledges that it is subject to the Open Records Act. As required by and subject to the Georgia Open Records Act, Consultant will keep and maintain records and invoices in connection with the services agreed to herein this agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this agreement and all such records shall be identifiable. Consultant shall allow a representative from the City to examine, audit, and make transcripts or copies of such records during normal business hours upon request.
- B. Consultant shall retain and make available the records described above for the longer of (i) five (5) years from final payment, or (ii) the period required by applicable law or the City's record retention schedules, if longer. Consultant shall cooperate with the City in responding to lawful Open Records Act requests related to Consultant's services, including providing requested records to the City within deadlines reasonably set by the City. Consultant shall cooperate fully with the City in responding to Georgia Open Records Act requests at no additional charge to City.
- C. This section shall survive termination of this Agreement.

9. Entire Agreement:

This agreement supersedes all agreements, either oral or written, between the parties hereto, and contains all the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this agreement will be valid or binding. Any amendment, change order, task order, or modification on behalf of the City shall be effective only if signed by the Mayor (or the Mayor's authorized designee) and, where required by law, approved by the City Council.

10. Breach of Agreement:

Should the consultant default in the performance of any of the terms or conditions of this agreement, it will have ten days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the consultant fails to cure its default within such period, the City will have the right, notwithstanding any other provision of this agreement, to terminate this agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this agreement. The failure of the City to object to any default in the performance of the terms and conditions of this agreement will not constitute a waiver of either that term or condition or any other term or condition of this agreement.

11. Attorney's Fees:

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, each party shall bear its own attorney's fees and costs unless a court of competent jurisdiction determines an award of fees, in addition to any other relief, is required by applicable law.

12. Severability:

If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, any and all remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13. Non-Solicitation:

During and for a period of twelve (12) months following termination of this agreement, neither party shall directly or indirectly solicit for hire or engage any personnel employed by the City or the Consultant without prior written approval from the employer party.

14. Governing Law and Venue:

- A. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- B. Clayton County Superior Court shall be the exclusive jurisdiction and venue for any legal proceedings, including arbitration, if any, or court actions that are initiated regarding this agreement; provided that no dispute shall be submitted to arbitration unless the City expressly agrees in a written amendment signed by the City.”

15. Representation of Authority:

The undersigned executing this agreement for Falcon Design Consultants, LLC, represents and warrants that he/she has been duly authorized to execute this agreement on behalf of Falcon Design Consultants, LLC, by the organization’s managing partners and that this agreement shall bind it to the terms and obligations contained herein.

16. Notices:

During the term of this agreement, notices required or contemplated by this agreement shall be in writing and deemed given (a) when delivered personally, or (b) on the day said communication is received or refused to be received when delivered by US Mail, certified mail, return receipt requested, or (c) the next business day after delivery or said notice to a nationally recognized overnight courier services, or (d) the business day the sent notice is sent via facsimile, addressed as follows:

To City:
City of Jonesboro
Attn: Dr. Donya L. Sartor, Mayor
1859 City Center Way
Jonesboro, GA 30236
dsartor@jonesboroga.gov

To Consultant:
Falcon Design Consultants, LLC
Attn: Jami Brown
235 Corporate Center Dr. Ste. 200
Stockbridge, GA 30281

With a copy to:
LaTonya Nix Wiley, City Attorney
The Wiley Law Firm, P.C.
1100 Peachtree Street NE Suite 200
Atlanta, Georgia 30309
latonyawiley@wileylawpc.com

17. Insurance:

Consultant at its own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best’s rating of no less than A-VII:

- A. Workers’ Compensation Coverage: Consultant shall maintain Workers’ Compensation and Employer’s Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers’ Compensation policies will be sent to the City in accordance with the policy provisions.

B. General Liability Coverage: Consultant shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage.

C. Automobile Liability Coverage: Consultant shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of Consultant employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

D. Professional Liability Coverage: Consultant shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate on an annual claims-made basis.

i. Prior to commencing services and upon renewal, Consultant shall provide certificates of insurance evidencing the required coverages. The City, its officials, officers, employees, and agents shall be named as additional insureds on Commercial General Liability and Automobile Liability policies for ongoing and completed operations, and such coverage shall be primary and noncontributory to any insurance maintained by the City.

ii. Cancellation Notice. Consultant shall cause its insurers to provide the City with at least thirty (30) days' written notice prior to cancellation or material change, and ten (10) days' notice for cancellation due to nonpayment, to the extent available by endorsement.

E. This section shall survive termination of this Agreement.

18. Consequential and Punitive Damages:

Neither Consultant nor City shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances. The limitations in this section shall not apply to (i) Consultant's indemnity obligations, (ii) claims arising from Consultant's gross negligence or willful misconduct, or (iii) claims relating to breach of the Ownership of Documents and Records obligations. This section shall survive termination of this Agreement.

19. Compliance with Laws:

Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

20. Assignment:

Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained. Notwithstanding the foregoing, Consultant shall not assign or delegate performance to any successor or Affiliate without providing the City at least thirty (30) days' prior written notice and obtaining the City's written confirmation that the successor/Affiliate is acceptable to perform services for the City. Any successor/Affiliate must demonstrate licensure, qualifications, and insurance compliance equivalent to Consultant.

IN WITNESS THEREOF, the parties have executed this agreement this _____ day of February, 2026.

City of Jonesboro
1859 City Center Way
Jonesboro, GA 30236

Falcon Design Consultants, LLC
235 Corporate Center Dr, Ste. 200
Stockbridge, GA 30281

By: _____
Dr. Donya L. Sartor, Mayor

By: _____
John Palmer, President

Attest: _____
Shandrella Jewett, City Clerk

EXHIBIT A – ON-CALL ENGINEERING HOURLY RATES

Engineering Services

| CLASSIFICATION | HOURLY RATE |
|-----------------------------|--------------------|
| Managing Partner | \$200.00 |
| President/Partner | \$190.00 |
| Engineering Manager | \$175.00 |
| Senior Project Manager III | \$150.00 |
| Senior Project Manager II | \$140.00 |
| Senior Project Manager I | \$130.00 |
| Senior Construction Manager | \$130.00 |
| Construction Manager | \$120.00 |
| Project Manager II | \$105.00 |
| Project Manager I | \$95.00 |
| Planning Director | \$150.00 |
| Project Engineer III | \$115.00 |
| Project Engineer II | \$105.00 |
| Project Engineer I | \$95.00 |
| Planner I | \$65.00 |
| Senior Landscape Architect | \$125.00 |
| Landscape Architect | \$105.00 |
| GIS Coordinator | \$140.00 |
| CADD III | \$80.00 |
| CADD II | \$70.00 |
| CADD I | \$60.00 |
| Permit Coordinator | \$100.00 |
| Office Manager | \$85.00 |
| Administrative III | \$80.00 |
| Administrative II | \$70.00 |
| Administrative I | \$65.00 |

Surveying Services

| CLASSIFICATION | HOURLY RATE |
|----------------------------------|--------------------|
| Senior Survey Project Manager II | \$150.00 |
| Senior Survey Project Manager I | \$130.00 |
| Survey Project Manager II | \$100.00 |
| Survey Project Manager I | \$90.00 |
| Survey Technician III | \$80.00 |
| Survey Technician II | \$70.00 |
| Survey Technician I | \$60.00 |
| 3-Man Survey Crew | \$185.00 |
| 2-Man Survey Field Crew | \$155.00 |
| 1-Man w/ GPS | \$145.00 |
| 1-Man Lidar Drone | \$140.00 |
| Permit Coordinator | \$100.00 |
| Administrative I | \$65.00 |