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August 18, 2023

Michael Kaigler, County Manager  
Chatham County, GA  
P.O. Box 8161  
Savannah, GA 31412

Re: Fire Operations Expenses and Invoked Section 7 of the Contract

Mr. Kaigler:

Patrick T. O'Connor and I have been retained to represent Chatham Emergency Services ("CES"). As you know, CES recently met with your staff and discussed the Fire Operations actual expense for FY 22-23 exceeding the County's budgeted amount and how to adjust for that.

The June Fire Operations invoice was for \$1,184,428.08. CES agreed with the County that the fiscal year difference was \$573,357.78. CES offered Fire Apparatus valued close to that amount to be titled to the County. My understanding is that the County rejected the offer, and instead requested that two Fire Stations be titled in the County's name.

This was brought up at the Fire Department Board of Directors meeting on August 16, 2023 and the Board directed the following:

- In return for releasing the check in the amount of \$573,357.78, CES renews the offer to title two Fire Apparatus to the County, to be leased back to CES at \$1 per vehicle per year;
- CES expressly rejects the County's demand for Fire Stations to be titled to the County;
- Following the letters of April 20, 2023 and May 25, 2023, CES hereby submits its third request for Dispute Resolution pursuant to Section 7 of the Contract;
  - The thirty (30) day trigger for written notice has expired, and CES previously submitted a name for a mediator. The time is ripe for mediation to be scheduled.



Michael Kaigler, County Manager  
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Should the County retain any good-faith dispute with the position of the CES Board of Directors on this matter, that may be resolved within the Dispute Resolution process.

Please contact me to schedule a mutually agreeable date and time for the mediation to be held for the benefit of both CES and the County.

Best Regards,



D. Bobo Mullens, III

cc: CES Board of Directors  
Patrick O'Connor, Esq.