

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CHATHAM COUNTY, GEORGIA

AND

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC

475 K STREET, NW SUITE 702

WASHINGTON, D.C. 20001

WWW.CPSM.US

800.998.3392

**CONTRACT TO PROVIDE A COMPREHENSIVE OPERATIONS AND
DATA ANALYSIS REPORT FOR FIRE/EMS SERVICES
FOR CHATHAM COUNTY, GEORGIA**

Contract No.: 23-0178-7

Board of County Commissioners
Chatham County Courthouse
124 Bull Street
Post Office Box 8161
Savannah, Georgia 31412

PROFESSIONAL SERVICES CONTRACT

Between

CHATHAM COUNTY, GEORGIA

And

**CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET, NW SUITE 702
WASHINGTON, D.C. 20001**

This Contract is made and entered into this 30th day of November 2023, by and between the Board of Commissioners of Chatham County, Georgia, hereinafter called the "BOARD," and, the Center for Public Safety Management, LLC, a domestic limited liability company, organized under the laws of the District of Columbia, hereinafter called the "CONSULTANT."

WITNESSETH:

WHEREAS, the BOARD desires to engage a qualified and experienced FIRM to provide AN OPERATIONS AND DATA ANALYSIS REPORT FOR CHATHAM COUNTY FIRE/EMS SERVICES.

WHEREAS, the CONSULTANT has represented to the COUNTY that it is experienced and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the CONSULTANT that the COUNTY hereby engages the CONSULTANT, and the CONSULTANT hereby agrees to perform the services hereinafter set forth:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1. TERM OF SERVICES: The service to be provided by the CONSULTANT as described in Article IV is to commence upon execution of this contract, and or upon a date mutually agreed upon by the County Contract Administrator, and the CONSULTANT. **THE TERM OF THIS CONTRACT SHALL END MAY 31, 2024, UNLESS DIRECTED OTHERWISE BY THE CHATHAM COUNTY BOARD OF COMMISSIONERS.**

SECTION I-2. SCOPE OF SERVICES OF CONSULTANT:

(A). **CONSULTANT MISSION STATEMENT.** The CONSULTANT shall do, perform, and carry out the services as specified below in a satisfactory and proper manner and in conformance with the standard practices and procedures of its professions.

(B). **DETAILED SCOPE OF SERVICES.** The detailed scope of services to be performed by the CONSULTANT includes those services outlined in the proposal and negotiated scope of service. Among the scope of services are the following:

(1). The County seeks to engage a qualified external consultant to provide an independent review of EMS and fire protection services. The consultant will provide recommendations, where appropriate, based on this review. The consultant will assist the County in strategic plan development for more efficient and effective Fire/EMS services. The strategic plan shall include the following:

(a). A detailed report outlining the following:

i. Chatham Emergency Service's (CES) organizational structure, management, board structure, nonprofit status, operations financial positions and budget to include both operations and capital.

ii. Essential facilities, equipment and resources including station locations, equipment, staffing, vacancies, pay structure, training, overtime worked, contractual agreements, and staff deployment. This shall include both Fire and EMS.

iii. Review of current Fire and EMS workloads to include unit response activities in accordance with adopted protocols. This review will include call volume, response times and clearance times for calendar years 2019 – 2023. The review shall separate mutual aid responses from fire service area responses. Response times shall also be compared across the CES dispatch and Chatham County E911 dispatch systems with any discrepancies noted. This shall include both Fire and EMS.

iv. Information about current resources and current needs for fire protection and EMS to ensure that assets are placed most effectively for

the protection of County citizens and that the services provided within each district are adequate. This may include evaluation of the fire districts as outlined in the Service Delivery Strategy (SDS). This shall only include Fire.

v. Review of existing protocols and data to determine whether protocols are adequate or not. (Fire and EMS) and

vi. A Review of current ISO Rating for the fire service area.

vii. A review of existing service contracts or legislation between the County and local service providers.

(b). Development of a strategic direction and implementation plan for the County.(Fire and EMS)

(c). Interviews with key personnel at the County, at other local municipalities, and at CES to determine any public safety concerns related to the scope of work (Fire and EMS).

(d). Assist the County with evaluation of Request For Proposal (RFP) responses for EMS.

(e). Review of mutual aid agreements between CES, the County, each municipality, and Chatham Emergency Management Agency (CEMA) to ensure that all necessary agreements are in place. (Fire and EMS)

(f). Development of transition plans whereby the County assumes governance and operational responsibility in the unincorporated County fire districts. (Fire)

SECTION I-3 SCHEDULE OF SERVICES. The schedule for services to be rendered by CONSULTANT is set forth in Attachment "G" (CPSM proposal) attached hereto. The Project Launch date as described in Exhibit G shall be five days after execution of this contract. The project and final deliverables shall be completed per the schedule in the attached proposals, Attachment "C" which is approximately one hundred five (105) to one hundred seventy (170) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the COUNTY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both time periods shall be in addition to the time period for conducting the analysis and will not require extensions to the contract. The COUNTY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

SECTION I-4. REQUIREMENT FOR MANDATORY PERFORMANCE. The words "shall," "will," and "must" may be used interchangeably in this Contract; and in any case will indicate a required or mandatory performance by the CONSULTANT, and COUNTY.

SECTION I-5. COUNTY ADMINISTRATION. The administration of this Contract for Chatham County, Georgia, shall be the responsibility of the County administrative staff, hereinafter called the "COUNTY." Chief Jeff Hadley, Chief of Police, Chatham County Police Department shall serve as the Project Manager for this contract and shall be responsible to the County Manager who is responsible to the BOARD for the proper effectuation of Chatham

County, Georgia's obligations under the terms of this Contract.

SECTION I-6. COUNTY PROJECT MANAGER'S DUTIES AND AUTHORITY.

The Project Manager is the Chatham County, Georgia staff member primarily responsible for the day-to-day management of this contract. The Project Manager shall act as the official liaison between the CONSULTANT and the COUNTY. The Project Manager shall arrange for conferences and the exchange of data and information and for necessary approvals, except for such portion of these liaison duties as may be specifically delegated to the CONSULTANT under other provisions of this Contract. All correspondence, data, information, and reports shall be directed to the Project Manager. The number of copies of such data shall be designated by the County Project Manager to provide for proper distribution to the parties concerned. The Project Manager shall be responsible for the maintenance of all records and correspondence concerning this contract for the COUNTY.

The CONSULTANT shall meet with the COUNTY to review the work as determined by the Project Manager. The services shall be performed to the satisfaction of the County's Project Manager, subject at all times to the County Manager's approval, whose decision upon any question connected with the aforementioned service, or any failure or delay regarding same shall be final and conclusive.

The Project Manager will expedite any necessary decisions regarding provisions of this contract that affect the performance of the CONSULTANT.

SECTION I-7. PERSONNEL AND EQUIPMENT. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract; none of whom shall be employees of, nor have any contractual relationship with Chatham County. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-8. SCHEDULING OF WORK TASKS. The CONSULTANT shall energetically and expeditiously carry out the required services.

SECTION I-9. REVIEW OF WORK IN PROGRESS. Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities required under this contract.

SECTION I-10. CHANGES TO THIS CONTRACT. The COUNTY may, at any time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the term, rate, or amount of the CONSULTANT's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the COUNTY and the CONSULTANT, shall be incorporated in written amendments to this Contract.

SECTION I-11. DELAYS AND EXTENSION OF TIME. If the CONSULTANT is delayed at any time in the progress of providing services by an act or neglect of Chatham County, or by

changes ordered in the Work, or by labor disputes, strikes, insurrections, fires, act of God, unusual but well documented and excusable delays in performance, or other causes beyond the CONSULTANT's control, or by delay authorized by the COUNTY, then the Contract term of service and/or cost may be extended by Contract modification for such reasonable time as the COUNTY and CONSULTANT may agree.

SECTION I-12. TERMINATION OF CONTRACT FOR CAUSE.

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Contract, the CONSULTANT shall be in breach of this Contract and the COUNTY shall thereupon give written notice of default to the CONSULTANT and allow the CONSULTANT seven (7) calendar days from such notice to cure such default. After notice, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

If COUNTY fails without cause to make payment when due, the CONSULTANT may give written notice of the CONSULTANT's intention to terminate this Agreement. If the CONSULTANT fails to receive payment within ten (10) days after receipt of such notice by the COUNTY, the CONSULTANT may give a second written notice and five (5) days after receipt of second written notice by the COUNTY, the CONSULTANT may terminate this Agreement and recover from the COUNTY payment for services rendered.

SECTION I-13. TERMINATION OF CONTRACT FOR CONVENIENCE: Each party to the contract shall have the right to terminate the contract made hereunder for its convenience by giving the other party written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The CONSULTANT shall be paid for services rendered and not in question or dispute by the effective date of such termination.

SECTION I-14. TERMINATION OF CONTRACT FOR LACK OF FUNDING: The obligation of the COUNTY for payment to the CONSULTANT is limited to the availability of funds appropriated in the current fiscal period. The continuation of the contract into a subsequent fiscal period is subject to the appropriation of funds, unless otherwise authorized by law.

SECTION I-15. CONSULTANT TO COOPERATE WITH OTHER CONSULTANTS AND GOVERNMENT AGENCIES. If the COUNTY undertakes or awards other contracts for additional related work, the CONSULTANT and its SUBCONSULTANTS shall fully cooperate with such other CONSULTANTS and COUNTY employees and carefully fit its own work to such additional work as may be directed by the COUNTY. The CONSULTANT and its SUBCONSULTANTS shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by COUNTY employees. Costs caused by ill-timed work shall be borne by the responsible party.

SECTION I-16. INDEMNIFICATION.

The CONSULTANT agrees to protect, defend, indemnify, and hold harmless Chatham County,

Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONSULTANT or its SUBCONSULTANTS. The CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT or his SUBCONSULTANTS or anyone directly or indirectly employed by any of them.

The CONSULTANT's obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price as shown in Article II or to the scope and amount of coverage provided by any insurance maintained by the CONSULTANT including, without limitation to, the insurance required to be maintained by the CONSULTANT pursuant to Section II-4 of this Contract.

SECTION I-17. COVENANT AGAINST CONTINGENT FEES.

The CONSULTANT shall comply with the relevant requirements of all Federal, State, County, or other local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Contract.

For breach or violation of this warranty, the BOARD shall have the right to annul this Contract without liability, or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-18. PROHIBITED INTERESTS.

(A) Conflict of Interest. The CONSULTANT and its SUBCONSULTANTS warrant that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Contract no person having any such interest shall be employed.

(B) Interests of Public Officials. No member, officer, or employee of Chatham County, Georgia, during his tenure shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION I-19. SUBCONTRACTING. The CONSULTANT shall not subcontract any part of the work covered by this Contract without the COUNTY's prior written approval of the SUBCONSULTANT. All approved SUBCONSULTANTS and their personnel assigned to this Project shall be listed on Attachment B--Personnel Listing of this Contract.

SECTION I-20. ASSIGNABILITY. The CONSULTANT shall not assign or transfer, whether by assignment or novation, any of its rights, obligations, benefits, liabilities, or other interest under this Contract without the written consent of the COUNTY.

SECTION I-21. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the CONSULTANT agrees as follows:

- (A) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status;
- (B) The CONSULTANT will, in all solicitations or advertisements for employees, ensure that qualified applicants will receive consideration for employment and will take affirmative action to employ applicants without regard to race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- (C) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each SUBCONSULTANT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

SECTION I-22. ANTI-KICKBACK CLAUSE. Salaries of all personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby agrees to comply with all applicable "Anti-Kickback" laws and shall insert appropriate provisions in all subcontracts covering work under this Contract.

SECTION I-23. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT and his SUBCONSULTANTS shall make available to the COUNTY and/or representatives of the County for examination all of its records with respect to all matters covered by this Contract. It shall also permit the COUNTY to audit, inspect, examine, and make copies, excerpts, or transcripts of such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the COUNTY or in the offices of the CONSULTANT as requested by the COUNTY.

SECTION I-24. VERBAL AGREEMENT OR CONVERSATION. No verbal agreement or conversation with any officer, agent, or employee of Chatham County, Georgia, either before, during, or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained. All changes to this Contract shall be in writing and appended hereto as prescribed in Section I-8.

SECTION I-25. INDEPENDENT CONSULTANT. The CONSULTANT shall perform the services under this Contract as an independent CONSULTANT and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONSULTANT or any of its SUBCONSULTANTS, agents, or employees to be the agent, employee or representative of Chatham County, Georgia.

SECTION I-26. NOTICES. All notices shall be in writing and any notices, demands and other papers or documents to be delivered to Chatham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to

**Mr. Michael Kaigler
County Manager
P.O. Box 8161
124 Bull Street,
Savannah, Georgia 31401**

or at such other place or places as may be subsequently designated by written notice to the CONSULTANT.

All written notices, demands and other papers or documents to be delivered to the CONSULTANT under this Contract shall be transmitted by mail, postage prepaid, and addressed as follows:

**Director of Research & Project Development
Center for Public Safety Management, LLC
475 K Street NW, Suite 702
Washington, DC 20001**

SECTION I-27. CHOICE OF LAW. This Contract shall be deemed to have been executed in Chatham County, Georgia, and all questions of interpretation shall be governed by the laws of the State of Georgia.

SECTION I-28. COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all applicable Federal, State, Chatham County and municipal laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the work, including but not limited to Chatham County building code and permits and/or municipal business licenses, building permits, and other local requirements, as applicable.

SECTION I-29. POST-CONTRACT TERM COMPLETION OF WORK. The CONSULTANT shall be entitled to complete any work assignments issued near the end of the term of this annual contract, but which requires additional time for completion beyond the termination date of this contract.

SECTION I-30. ACCURACY OF WORK WARRANTED.

The CONSULTANT hereby warrants the accuracy of the Work completed under the terms of this contract and shall promptly correct any errors and omissions at no additional cost to Chatham County. Acceptance of the Work by Chatham County will not relieve the CONSULTANT of the responsibility for subsequent correction, at no additional cost to Chatham County, of any errors and omissions for a period of one (1) year after substantial completion of the Work.

At any time during the course of the work as specified in the documents contained or work performed by others based on data secured by the CONSULTANT under this Contract, the CONSULTANT shall confer with the COUNTY to correct any errors or omissions made by the CONSULTANT. The CONSULTANT shall prepare any reasonable data required by the COUNTY to correct such errors or omissions. The above consultations, clarifications or corrections shall be made without added compensation. The CONSULTANT shall give immediate attention to these changes so that there will be a minimum delay to COUNTY.

SECTION I-31 PERFORMANCE BOND. **NOT REQUIRED FOR THIS CONTRACT**

SECTION I-32 PAYMENT BOND. ** NOT REQUIRED OF THIS CONTRACT**

ARTICLE II

COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONSULTANT SERVICES. The COUNTY shall pay the CONSULTANT for his services as follows: AS LISTED ON ATTACHMENT C.

SECTION II-2. COMPENSATION SCHEDULE. The detailed project compensation schedule is shown in Attachment C and is attached hereto and incorporated herein as a part of this Contract. Any changes to the cost will be directed to the CONSULTANT by the County Contract Administrator in writing, and said document shall automatically become an addition to Attachment C.

SECTION II-3. METHOD OF COMPENSATION.

The compensation provided for herein shall include all claims by the CONSULTANT for all costs incurred by the CONSULTANT in the conduct of the work as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONSULTANT after receipt of the invoice and approval of the amount by the COUNTY. The COUNTY shall make

payment(s) to the CONSULTANT in accordance with the schedule as indicated and provided for on forms approved by the County Project Manager.

The making of total or final payment shall constitute a waiver of all claims by Chatham County except those arising from unsettled liens, faulty or defective Work appearing after substantial completion, failure of the Work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contract Documents, or those items previously made in writing and identified by the COUNTY as unsettled at the time of final application for payment. Acceptance of total or final payment shall constitute a waiver of all claims by the CONSULTANT, except those previously made in writing and identified by the CONSULTANT as unsettled at the time of final application for payment.

SECTION I-4. INSURANCE PROVISIONS

The CONSULTANT shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his Agents, Representatives, and Employees. The cost of such insurance shall be borne by the CONSULTANT.

The COUNTY evaluates each claim on a case-by-case basis and invokes all immunities and defenses permitted under law. With the exception of automobile liability, the COUNTY is not to be included as a named insured on CONSULTANT's policies. Prior to the commencement of any work, the CONSULTANT shall obtain and furnish certificates of insurance to the COUNTY indicating the following minimum lines of coverage:

1. Scope of Coverage as applicable: Insurance coverage shall be at least as broad as:
 - a. Current Insurance Service Office (ISO) Commercial General Liability coverage, and where applicable, supplemented by Umbrella/Excess with coverage as broad as the underlying Commercial General Liability policy(s). Commercial General Liability shall be written on an Occurrence basis with Products and Completed Operations, and Contractual Liability.
 - b. Current Insurance Service Office Business Auto coverage including Code 1, "Any Auto."
 - c. Worker's Compensation and Employer's Liability
2. Limits of Insurance: Effective coverage shall have the following limits:
 - a. Commercial General Liability: \$1,000,000 Combined Single Limit General Aggregate for bodily injury, property damage, Products-Completed Operations, Owners and CONSULTANT's Protective Liability, and Contractual Liability.
 - b. Business Auto Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage, including Code 1 - "Any Auto."

c. Worker's Compensation that shall comply with all applicable state and federal laws and shall include Employer's Liability with a minimum limit of \$500,000.

d. Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

Minimum Limits: \$1 million per claim/occurrence

Coverage Requirement: If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if tail coverage has been purchased and the duration of the coverage.

3. Special Requirements:

a. Severability of Interest: Where applicable, any insurance coverage provided by any party other than Chatham County, and which may indemnify Chatham County, the limits stated under such coverage shall apply separately to Chatham County.

b. Reporting Provisions: Any failure to comply with reporting provisions of any applicable policy shall not affect coverage, if any, afforded on behalf of Chatham County, its officials, officers, employees, or volunteers.

c. Cancellation/Non-Renewal Notification: Each applicable insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Chatham County.

d. Proof of Insurance: The CONSULTANT is required to carry insurance under this contract and shall furnish Chatham County with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

e. Insurer Acceptability: Insurance is to be placed with insurers with a Best's rating of no less than A:V.

f. Lapse of Insurance Coverage: A lapse of insurance coverage shall constitute grounds for termination of this contract by the Chatham County Board of Commissioners.

SECTION I-5. MAINTENANCE OF PROJECT FINANCIAL RECORDS. The CONSULTANT shall maintain all books, documents, papers, accounting records and other

evidence pertaining to costs incurred on the Project, where appropriate, and shall make such material available at all reasonable times, during the period of the Contract and for three (3) years from the date of final payment under the Contract, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONSULTANT agrees that the provisions of this Article shall be included in any contracts it may make with any SUBCONSULTANT, assignee, or transferee.

SECTION II-6. PAYMENT OF TAXES AND FEES. The CONSULTANT shall request and obtain any necessary inspections from the County Project Managers should same be required. The cost of any permit fees required by the County, and not waived, shall be paid by the CONSULTANT.

ARTICLE III

SERVICES PROVIDED BY THE COUNTY

SECTION III-1. SCOPE OF SERVICES. It is agreed and understood that certain services, if required, will be performed, and furnished by the COUNTY in a timely manner so as not to delay the CONSULTANT unduly in his performance of said obligations.

SECTION III-2. INFORMATION TO THE CONSULTANT. The COUNTY will supply the CONSULTANT with adequate copies of all data pertaining to the required service, plus full information as to the COUNTY's requirements for the service including any known pertinent data from any other CONSULTANTS performing work that would affect this Project.

SECTION III-3. COUNTY STAFF RESPONDING TO CONSULTANT EXPEDITIOUSLY. The COUNTY will examine all data that the County deems appropriate for such examination and render written decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

SECTION III-4. COUNTY GIVING NOTICE OF PROBLEMS. The COUNTY shall give prompt verbal and/or written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any defect in the service or changed circumstances.

SECTION III-5. ACCESS TO PROPERTY. The COUNTY will guarantee access to and make necessary provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform his services under this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed, and delivered.

CONSULTANT:
CENTER FOR PUBLIC SAFETY
MANAGEMENT, LLC


SIGNATURE

Director

TITLE

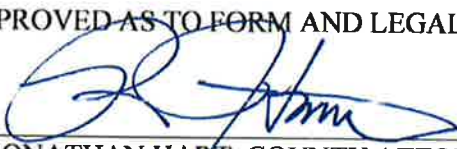
I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.
(CORPORATE SEAL)

CHATHAM COUNTY, GEORGIA:



CHESTER A. ELLIS, CHAIRMAN
Chatham County, Georgia
Board of Commissioners

APPROVED AS TO FORM AND LEGALITY ATTEST:


R. JONATHAN HART, COUNTY ATTORNEY

CONTRACT NO.: 23-0178-7


JANICE E. BOCOOCK, CLERK

