



TEN-EIGHT FORENSIC SERVICES INC.

264 JAMESTOWN DRIVE, DOUGLASVILLE, GA. 30134

678-977-5828 teneightforensic@bellsouth.net



CONTRACT

WHEREAS, the Smyrna Police Department, herein after referred to as POLICE, has a need for on-call collection of medical evidence, in a variety of locations; AND

WHEREAS, Ten-Eight Forensic Services, Inc., herein after referred to as CONTRACTOR, is a Company which provides an evidence collection service for law enforcement agencies and is willing to provide such evidence collection for the POLICE.

NOW THEREFORE, the parties agree hereto as follows:

DEFINITIONS:

PHLEBOTOMIST: As used hereafter, in this agreement, the term "PHLEBOTOMIST" shall include those who are licensed or certified in the State of Georgia as a registered nurse, licensed practical nurse, certified paramedic, certified phlebotomy technician, and any and all other persons certified to withdraw blood or to collect evidence from a suspect in the State of Georgia.

DRY RUN: A dry run is when a PHLEBOTOMIST is called out to collect evidence and is canceled after his/her arrival at the requested facility. This failure to collect evidence is through no fault of the PHLEBOTOMIST.

DUTIES:

CONTRACTOR shall make available to the POLICE sufficient information to enable the POLICE to contact the on-call PHLEBOTOMIST, including 24-hour on-call telephone number, address, name, and alternate or backup number, if any.

CONTRACTOR agrees to make available, on an on-call basis, personnel to testify in court, if needed. Reimbursement of \$ 50.00, a flat rate court time for testimony shall be paid to each tech. Court time for testimony shall be billed to the County Solicitors Office, or person of your choice.

CONTRACTOR will provide suspect evidence collection services at detention facilities, jails, station, hospital, and/or accident scene as requested by POLICE. Response time for service will be approximately 30-45 minutes.

COMPENSATION:

The Smyrna Police Department, agrees to supply DUI kits and take custody of kits and send to the Georgia Bureau of Investigation. The City of Smyrna, agrees to pay the following sums for the following services to be billed monthly, payment is due within 30 days of the billing date.

GENERAL EVIDENCE COLLECTION;

Blood Withdrawal	\$ 60.00	Hair Follicle Testing	\$ 75.00
Urine Sample Collection	60.00	Dry Run	40.00
Dry Run – Blood or Urine	40.00		
Taser Dart Removal	125.00		
Suspect Sex Kit	120.00		
Employee Drug Screen	75.00		

CONTRACTOR agrees that there shall be no price increase for a one-year period, after which fees may be renegotiated for increase limited to the percentage increase in the Consumer Price Index for medical services for Carroll, Cobb, Douglas, Fulton, Gwinnett, Haralson, Heard Paulding, Polk Counties and the Greater Metro Atlanta areas. Any changes will be agreed to by both parties as an amendment to this agreement.

CONTRACTOR, in performing services herein specified, shall act as an independent contractor, contracting for services and shall neither be, nor represent themselves to be employees or agencies of the City. CONTRACTOR shall receive no benefits under this agreement and shall receive only the compensation stated herein.

TERM:

This agreement shall commence on _____ 2017, and be for a twelve-month period. This agreement will automatically renew and continue from year to year unless terminated by either party by giving written notice to the other party of at least ninety (90) days.

INSURANCE:

Contractor agrees to indemnify, defend, and hold harmless the POLICE (CITY) and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from CONTRACTOR'S acts, errors, or omissions and for any costs or expenses incurred by the POLICE (CITY) on account of any claim therefore.

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, the CONTRACTOR shall secure and maintain throughout the term of the agreement the following types of insurance with limits as shown:

PROFESSIONAL LIABILITY; Professional Liability Insurance with limits of \$1,000,000 per claim, and \$3,000,000 in the aggregate.

CONTRACTOR shall furnish certificates of insurance to the POLICE (CITY) evidencing the insurance coverage above prior to the commencement of performance of services.

Insurance shall not be terminated or expire without thirty (30) days written notice to the POLICE (CITY) and shall be maintained from the time CONTRACTOR commences performance of services hereunder until the completion of such services.

The POLICE (CITY) agrees to indemnify, defend, and hold harmless the CONTRACTOR, and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from POLICE (CITY) acts, errors, or omissions and for any costs or expenses incurred by the CONTRACTOR on account of any claim therefore.

NOTICES:

Any and all notices required to be given here under shall be given in writing by registered or certified mail, postage prepaid, the addresses of the parties hereto until further notice, is as follows:

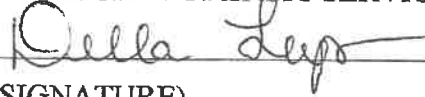
CHIEF OF POLICE: David Lee
 2646 Atlanta Road
 Smyrna, Ga. 30080

CONTRACTOR: Della Leyssius
 Nick Leyssius
 Ten-Eight Forensic Services, Inc.
 264 Jamestowne Dr.
 Douglasville, Ga. 30134

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of date:

_____.

TEN-EIGHT FORENSIC SERVICES, INC.



(SIGNATURE)

Della Leysius OR Nick Leysius

David Lee – Chief of Police

Smyrna Police Department



(SIGNATURE)

Max Bacon – Mayor

City of Smyrna

(SIGNATURE)

Terry Graham – City Clerk

City of Smyrna

(SIGNATURE)