



## MEMORANDUM

**To:** Mayor and City Council

**From:** Mike Carlson, Chief of Police

**Date:** June 15, 2026

**Subject: Approval to Sign Law Enforcement Medical Services (L.E.M.S.) Contract**

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### **ACTION**

Authorize the mayor, city manager, or designee to sign the L.E.M.S. contract for phlebotomy services.

### **BACKGROUND/SUMMARY**

The professional services contract between the police department and Law Enforcement Medical Services is for on-call phlebotomy and medical evidence collection services related to impaired driving investigations and other evidentiary needs.

This agreement will provide officers with access to certified medical personnel who respond to field location and other approved sites to conduct legally authorized blood draws. The service is intended to improve efficiency in DUI investigations, reduce officer downtime associated with transporting subjects to medical facilities, and ensure evidence is collected in a timely, professional, and legally compliant manner.

### **RECOMMENDATION**

Staff recommend the City Council approve the L.E.M.S. contract and authorize the Mayor, City Manager or designee to sign it. The contract has been reviewed by Legal.

**L.E.M.S.****LAW ENFORCEMENT MEDICAL SERVICES****CONTRACT**

WHEREAS, the Dunwoody Police Department, hereinafter referred to as "POLICE," has a need for on-call medical evidence collection services at various locations; and WHEREAS L.E.M.S. – Law Enforcement Medical Services, hereinafter referred to as "CONTRACTOR," is a company that provides medical evidence collection services for law enforcement agencies and is willing to provide such services to the POLICE.

NOW, THEREFORE, the parties agree as follows:

**PHLEBOTOMIST:** As used in this Agreement, the term "PHLEBOTOMIST" shall include individuals licensed or certified in the State of Georgia, including but not limited to registered nurses, licensed practical nurses, certified paramedics, certified phlebotomy technicians, and any other persons legally authorized to withdraw blood or collect evidence from a subject in the State of Georgia.

**DUTIES:** On-Call Availability, CONTRACTOR, shall provide POLICE with sufficient contact information to reach the on-call PHLEBOTOMIST, including a 24-hour on-call telephone number, name, address, and an alternate or backup contact number, if available.

**COURT TESTIMONY:** CONTRACTOR agrees to make personnel available, on an on-call basis, to testify in court if required. A rate of \$50.00 for the first 2 hours and \$25.00 every hour thereafter shall be paid for court testimony. Court testimony fees shall be billed to the County Solicitor's Office or another designated entity as determined by POLICE.

**EVIDENCE COLLECTION SERVICES:** CONTRACTOR shall provide subject evidence collection services at detention facilities, jails, police stations, hospitals, and/or accident

**L.E.M.S.****LAW ENFORCEMENT MEDICAL SERVICES**

scenes as requested by POLICE. The estimated response time for service shall be approximately 45 minutes.

**COMPENSATION:** The Dunwoody Police Department agrees to supply DUI kits, assume custody of collected kits, and submit such kits to the Georgia Bureau of Investigation. The Dunwoody Police Department agrees to pay the following sums for the following services to be billed monthly, and payment is due within 30 days of the billing date.

**GENERAL EVIDENCE COLLECTION**

- Blood draw and/ or Urine Sample Collection \$70.00

**PRICE ADJUSTMENT**

The CONTRACTOR agrees that there shall be no increase in pricing for a one-year period. After the initial one-year term, fees may be renegotiated, with any increase limited to the percentage increase in the Consumer Price Index (CPI) for medical services applicable to Carroll, Cobb, Douglas, Fulton, Gwinnett, Haralson, Heard, Paulding, and Polk Counties, as well as the Greater Metro Atlanta area. Any changes in fees must be mutually agreed upon by both parties and documented through a written amendment to this Agreement.

**INDEPENDENT CONTRACTOR STATUS**

In performing the services specified herein, the CONTRACTOR shall act solely as an independent contractor. The CONTRACTOR shall neither be, nor represent themselves as, an employee, agent, or representative of the City. The CONTRACTOR shall not be entitled to any benefits provided by the City and shall receive only the compensation expressly stated in this Agreement.

**L.E.M.S.****LAW ENFORCEMENT MEDICAL SERVICES****TERM**

This Agreement shall be effective immediately and shall remain in effect for a period of twelve (12) months. Thereafter, this Agreement shall automatically renew on a year-to-year basis, The City may terminate this Agreement for its Convenience at any time upon 30 days written notice to the Contractor.

**INDEMNIFICATION AND INSURANCE**

The CONTRACTOR agrees to indemnify, defend, and hold harmless the Police Department (City), and its authorized agents, officers, volunteers, and employees, from and against all claims, demands, actions, damages, liabilities, costs, or expenses arising out of or resulting from the CONTRACTOR's acts, errors, or omissions.

To fulfill the indemnification obligations set forth herein, and without limiting such obligations, the CONTRACTOR shall procure and maintain, throughout the term of this Agreement, the following types of insurance coverage with limits as specified below:

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) evidence the insurance coverage above prior to the commencement of performance of services.

Insurance shall not be terminated or expired 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.

**L.E.M.S.**



**LAW ENFORCEMENT MEDICAL SERVICES**

**NOTICES:**

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

City of Dunwoody

4800 Ashford Dunwoody Road, Suite 239

Dunwoody, GA. 30338

CONTRACTOR: Shaneka Cowart

L.E.M.S. Law Enforcement Medical Services, LLC.

2410 Valley Creek Dr.

Lithia Springs, Ga. 30122

Dispatch Phone: 470-640-6262

Alternate: 470-844-9983

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

LAW ENFORCEMENT MEDICAL SERVICES, LLC

NAME: Shaneka Cowart

SIGNATURE: *S. Cowart*

TITLE: CEO

DATE: 05-21-2026

CITY OF DUNWOODY

CITY MANAGER NAME: \_\_\_\_\_

CITY MANAGER SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_