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BY: Purchasing



Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form

Type of contract: 1 year <input type="checkbox"/> Multi-year <input checked="" type="checkbox"/> Single Event <input type="checkbox"/>		Contract #:
		BOC Approval Date:
<input type="checkbox"/> Submission Information	<input type="checkbox"/> Vendor Information	
Contact Name: Joyce Rogers	Vendor Name: Kinney Mortuary Services LLC (KMS)	
Department: Coroner 770-278-7390	Address: 2055 Gees Mill Road Suite 316	
Project Title: Kinney Mortuary Services, LLC (KMS)	Address: Conyers, Georgia 30013	
Funding Account Number: 100-3700-521300-33	Email: kinneymortuary@gmail.com	
Contract amount: NTE \$20,000.00	Phone #: 404-300-3801	
Contract Type: Goods () Services (X) Labor ()	Contact: Arthur Demoine Kinney	
Contract Action: New (X) Renewal () Change Order ()	Term of contract: Effective March 1, 2023 with	
Original Contract Number: N/A	Three (3) One-Year Option to renew each year	
	for a 12 month period.	
Finance Director Signature	Procurement Manager Signature	
I have reviewed the attached contract, and the amount is approved for processing.	I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.	
Signature: <i>[Signature]</i> Date: 1/19/2023	Signature: <i>[Signature]</i> Date: 12/12/22	

Detailed Summary of Contract: Perform Body Transport Services as required by the Rockdale County Coroner

Department Head/Elected Official Signature:

Date:

George Levett, Jr. - Coroner

[Signature]

12/12/2022

2023-15

PROFESSIONAL SERVICES AGREEMENT FOR BODY TRANSPORT SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") entered into on this ____ day of _____, 202__, between KINNEY MORTUARY SERVICES, LLC, having its principal place of business at 2055 Gees Mill Road, Suite 316, Conyers, Georgia 30013 (hereinafter referred to as "KMS") and ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, having an office and place of business at 962 Milstead Avenue, Conyers, Georgia 30012 (hereinafter referred to as "County"); and

WHEREAS, the County desires to engage the services of KMS to perform body transport services as required by the Rockdale County Coroner; and

WHEREAS, KMS is qualified to perform this service and desires to render professional service to the County as provided herein.

NOW THEREFORE, the County engages the services of KMS for and in consideration of the mutual promises contained in the Agreement and the parties agree as follows:

1.

KMS shall provide body transport services to the County when authorized and requested by the Coroner of Rockdale County or his designee. This transport service shall include transport to the County designated morgue and additional services as required and directed by the Coroner or his designee. Generally, the expected response time should be within a 45 minutes timeframe from point of notification. KMS shall provide, at their expense, the equipment necessary to perform this service, with the exception of body bags, which shall be provided by the County. This service shall be performed at the direction of the Coroner and consistent with all Federal, State and Local laws.

2.

KMS shall upon approval of the Coroner or his designee transport the bodies as directed and approved by the Coroner or his designee prior to transport.

3.

KMS shall maintain valid statutory workers' compensation insurance on employees authorized to transport and show proof of professional liability insurance as the transporter as stated in paragraph 4.

4.

KMS and their designated personnel are authorized to transport on behalf of KMS to provide services to the County as provided in paragraph 1 of the Agreement. KMS and their designated personnel shall maintain a valid Georgia Driver's License. KMS personnel acting in the capacity of Coroner transporters are authorized to wear clothing identifying them as Coroner personnel.

5.

The County shall pay to KMS \$150.00 per transport call and \$75.00 per transport to the County's Morgue. The total cost not to exceed Twenty Thousand (\$20,000.00) Dollars for the services provided under this Agreement. KMS must submit invoices monthly for services.

6.

This Agreement shall become effective on March 1, 2023 and shall continue in effect until December 31, 2023, unless terminated by either party as provided in paragraph 7. This Agreement has three (3) one-year options to renew, renewable each year for a twelve-month period.

7.

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, the party terminating this Agreement shall provide thirty days (30) written notice of termination to the other party. Upon such termination, KMS shall be entitled to collect only the outstanding fees incurred based upon the work completed as of the day of termination. In the event of termination, KMS shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within ten (10) days of receipt thereof.

8.

In performing the services hereunder, KMS shall be acting as an independent contractor and not as an employee of the County.

9.

This Agreement contains the entire Agreement between KMS and the County regarding the services to be performed.

IN WITNESS WHEREOF, The County and KMS have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

Approved this ____ day of _____, 202__.

Kinney Mortuary Services, LLC

Rockdale County, Georgia

By: 
Dr. Arthur D. Kinney, Owner

By: _____
Osborn Nesbitt, Sr., Chairman

Attest:

Jennifer Rutledge, County Clerk

Approved as to form:

M. Qader A. Baig, County Attorney

