DRUG TESTING CONTRACT

DAWN FARM (50339)

Contract # R1033.0

THIS AGREEMENT is made this 10th day of July 2017, by and between the **COUNTY OF WASHTENAW**, a municipal corporation, with offices located in the County Administration Building, 220 N. Main Street, Ann Arbor, Michigan 48107, hereinafter identified as the "COUNTY"; and **Dawn Farms 6633 Stony Creek Road, Ypsilanti MI 48197** hereinafter identified as "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties desire to enter into a contract for the purposes of providing drug testing services and to set forth the terms, conditions, and obligations of the parties.

NOW THEREFORE, in consideration of mutual promises and covenants hereinafter set forth, it is mutually agreed as follows:

- In compensation for the Washtenaw County Sheriff's Office Community Corrections to provide drug testing services, CONTRACTOR shall pay the COUNTY at the rate of \$12 per PBT/urine screen and \$15 per ETG screen, as required by their respective contracts. A final invoice for the services specified herein will be completed by the county and the contractor agrees to submit payment within 30 days of receipt of invoice. Late fees may be applied on delinquent accounts.
 - 2. The terms of this Agreement will consist of a mutually agreed schedule beginning July 10, 2017 and ending on September 30, 2017. This contract may be extended by a letter of agreement signed by both parties.
- 3. All parties hereto agree that they will hold special conferences upon the request of either of the parties for the purposes of resolving any mutual problems that may arise in the enforcement of this Agreement. Any portion of this Agreement that may be unclear during the term of operations may be cleared by interpretation at said special conferences.
- 4. In the performance of this Agreement, all parties agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, except as a bona fide occupational qualification, because of race, sex, sexual preference, color, religion, national origin, ancestry, handicap, age, marital status, height, weight, or other criteria made illegal by State, Federal or local law. Breach of this covenant may be regarded as material breach of contract.
- This contract may be terminated without cause by any of the parties hereto upon seven (7) calendar days written notice to all the other parties to this contract.
- 6. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations, or Agreements between the parties either oral or written. This Agreement may only be amended by written instrument, signed by all of the parties hereto.
- The parties understand and agree that the SHERIFF employees shall not be, nor be deemed to be, employees or agents of CONTRACTOR for any purpose whatsoever.

All parties to this contract agree that either electronic or handwritten signatures are acceptable to 8. execute this agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written: ATTESTED TO: WASHTENAW COUNTY Lawrence Kestenbaum Date Gregory Dill Date Washtenaw County Clerk/Register Washtenaw County Administrator APPROVED AS TO CONTENT: WASHTENAW COUNTY SHERIFF'S OFFICE Contractor 7.17.17 Jerry L. Clayton, Sheriff Date James Balmer Date

APPROVED AS TO FORM BY:

CORTIS N. HEDGER CORPORATION COUNSEL

CURTIS N. Hedger BY JUDY KRAMER ON BEHALF OF CURTIS HEDGER

Date

Washtenaw County Corporation Counsel