



# AGREEMENT

## For Drug and Alcohol Consortium services Association of Washington Cities

This agreement is made between the Association of Washington Cities, hereafter referred to as AWC, and the below named city or public agency, hereafter referred to as "Agency". The Agency desires to have AWC, through its affiliation with a testing provider of its choice, provide drug and alcohol testing services.

The Agency shall pay AWC a membership fee and appropriate per employee fees for random testing as specified in the [annual member price](#) list prior to testing services being provided. PROCOM will bill the Agency directly and the Agency is responsible for all other testing costs incurred on behalf of the Agency. The Agency agrees to submit payment for the non-random tests to PROCOM within forty-five (45) days of the date billed. Interest on unpaid accounts will accrue at twelve percent (12%) per month from the date until paid.

The Agency agrees to provide AWC with a copy of its adopted alcohol and drug testing policy and procedures prior to implementation of the testing program. The Agency agrees to comply with and be responsible for all requirements of federal, state, and local laws and regulations relating to substance abuse testing, including without limitation proper specimen collection and handling. The Agency is responsible for any damages resulting from acts or omissions of the Agency under the Agency's alcohol and drug testing policy.

The AWC agrees to indemnify, defend and hold the Agency, its directors, officers, agents and employees harmless from any claim, loss, cost and/or expense (including court costs and attorneys' fees) arising out of or resulting from any act, error, or omission of AWC involving information it receives in connection with this agreement.

The term of the agreement shall be one (1) year, effective \_\_\_\_\_, 20\_\_\_\_. The agreement will be renewed automatically each year at the end of the term upon receipt of payment of the annual fee and appropriate random testing fees as determined by AWC, unless either party notifies the other, in writing, of its intent not to renew. Failure to pay the appropriate fees by the first of January each year will result in automatic termination of the agreement.

This agreement shall not be assignable by either party without the written consent of the other.

This agreement shall be governed by and construed under the laws of the State of Washington.

\_\_\_\_\_  
Authorized signature Date

\_\_\_\_\_  
City or agency name (please print) Phone

\_\_\_\_\_  
Address Fax #

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Contact person name Telephone