



**Interlocal Agreement
for
Driver Record Monitoring Services**

Between

**Washington State Transit Insurance Pool
2629 12th Court SW
Olympia, WA 98502
306.586.1800**

**Benton County
620 Market Street
Prosser, WA 99350
(509) 222-3727**

Whereas, RCW 39.34.080, a section of the Interlocal Cooperation Act, allows governmental entities to contract with one another to accomplish things cooperatively that each could do on its own; and

Whereas, the Washington State Transit Insurance Pool (Pool) has established a program through contracts with the Washington State Department of Licensing (DOL) and Data Driven Safety, Inc. (DDS) granting the Pool access to their database for purposes of monitoring driving and certain judicial records of employees and volunteers who operate motor vehicles in the course of their work; and

Whereas, Benton County (COUNTY) wishes to utilize the driver monitoring program established by the Pool; and

Whereas, the governing body of each party has authorized its entry into this agreement;

Now, therefore, in consideration of the mutual covenants set forth herein, it is hereby agreed as follows:

Section 1. Pool contracts identified. The Pool has established a program through contracts with DOL and DDS to allow the Pool and other public entities, such as COUNTY, access through the Pool to the above mentioned database maintained by DOL and DDS to ascertain if COUNTY'S employees or volunteers have had activity or adverse events in their driving records, or criminal convictions that would adversely affect employment.

Section 2. Obligations of Pool. The Pool shall do that which is necessary to allow COUNTY to access through the Pool the above mentioned database to monitor activity and events in the driving and certain judicial records of its employees and volunteers.

Section 3. Security and confidentiality. The Pool's contracts with DOL and DDS require Pool to meet the below security and confidentiality requirements. The Pool will not allow, or will not continue to allow, continued access to the databases if in its discretion COUNTY does not meet those same security and confidentiality requirements listed below:

- Employees with access to the driver record monitoring program sign and submit confidentiality agreements to WSTIP;
- Maintain physical security of files and paper records that include private driver information;



- Utilize proper disposal of any files and paperwork to ensure the confidentiality of private driver information;
- Utilize hardened passwords, maintain the security of those passwords, and promptly change passwords when requested;
- Promptly update the driver lists and data within the driver record monitoring system and administrator access to the driver record monitoring system;
- Information obtained from the driver record monitoring system will be used for the purpose of allowing volunteers to drive your vehicles and/or for the purposes of employment for the COUNTY; and
- Participate in WSTIP security training or briefings.

Section 4. Obligations of COUNTY. COUNTY shall:

1. Access, utilize, or share information obtained through this monitoring program only with its employees involved in the implementation of the program or auditors, regulators, or others entitled to access the information;
2. Appoint at least two program administrators who shall execute confidentiality agreements (Appendix B); and
3. Keep its list of monitored drivers up to date and provide the current list to the Pool at least monthly.

Section 5. Adverse events. In the event the data bases reveal adverse events or activity, COUNTY shall take whatever action, if any, it believes appropriate.

Section 6. Assistance by Pool. The Pool shall assist COUNTY in the implementation of this program.

Section 7. Program options and fees. Fees are as set forth in Appendix A.

1. Basic service includes: (1) monthly monitoring of the DOL database and a driver abstract if activity is found; and (2) program administrator instruction.
2. Premium service includes: (1) the basic service and (2) daily monitoring of judicial records for traffic/criminal citations and convictions.
3. Telephonic notification. For an additional fee per driver per month, drivers shall receive telephonic notification of adverse driving events and criminal convictions.

Section 8. Fee increases. From time to time DOL and DDS may increase the fees they charge for access to the databases. In that event Pool shall notify COUNTY of the increase and its effective date. Pool will pass the fee increase along to COUNTY. If COUNTY finds the increase unacceptable, it may terminate this agreement as provided herein.

Section 9. New services. From time to time DOL and DDS may offer new products or services to the Pool which the Pool will likewise offer to COUNTY. COUNTY may, in its sole discretion, elect to obtain such services.



Section 10. Invoices. Pool shall invoice COUNTY monthly for all services and fees. Invoices are payable upon receipt and are past due if not paid within thirty days. Past due invoices bear interest at the rate of twelve percent per annum.

Section 11. Hold harmless and indemnity. COUNTY shall hold harmless, indemnify, and defend Pool, DOL, and DDS, together with their officers, employees, and agents, from any and all claims, actions, suits, damages, and expenses (including reasonable attorney's fees) arising from the County's use of this driver monitoring program; Provided, this hold harmless, indemnity, and defense obligation shall not extend to any person or entity solely responsible for the event or activity giving rise to the claim, action, suit, damage, or expense.

Section 12. Compliance with laws. The parties shall comply with all state, federal, and local laws in the implementation and operation of this program.

Section 13. Duration. This agreement shall be perpetual until terminated as provide herein.

Section 14. Termination. Either party may terminate this agreement upon thirty days' written notice to the other party.

Section 15. Disputes.
The parties shall seek to resolve all disputes by negotiation and agreement. Neither party may bring suit with respect to this agreement without first attempting to resolve the dispute through mediation. Any mediation shall be though Judicial Dispute Resolution LLC or some other mutually acceptable mediation service. Venue for any suit with respect to this agreement shall be laid in Thurston County.

Section 16. Posting agreement. Following execution of this agreement each party shall file it as required by RCW 39.34.040.

Subscribed this 18 day of Sept, 2012.

BENTON COUNTY

By [Signature]

(name)

It's Chairman

Subscribed this 13th day of August, 2012.

WASHINGTON STATE TRANSIT INSURANCE POOL

By [Signature]

Allen F. Hatten, Executive Director

Approved as to form:

[Signature]

Ryan Luker, DPA



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APPENDIX A

Fee schedule as of July 1, 2012

1. Basic service is \$1.00 per driver per month.
2. Premium service is \$3.50 per driver per month (includes basic service)
3. Telephonic notification is \$.35 per driver per month