



WSTIP
received
6-19-17

**Inter-local Agreement
for
Driver Record Monitoring Services**

This Inter-local Agreement (the "Agreement") is entered into this 12th day of June, 2017, by and between Washington State Transit Insurance Pool ("WSTIP"), having its principal place of business at 2629 12th Court SW, Olympia WA, 98502, and Central Kitsap Fire and Rescue (CKFR) having its principal place of business at 5300 NW Newberry Hill Road, Silverdale, WA, 98383 . WSTIP and CKFR may be referred to herein individually as "Party" and collectively as "Parties."

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

WHEREAS, WSTIP, a joint self-insurance program authorized under RCW 48.62.031, has established a driver record monitoring program for purposes of monitoring driving and certain judicial records of employees who operate motor vehicles in the course of their work (the "Program"); and

WHEREAS, in furtherance of the Program, WSTIP has entered into a contract with the Washington State Department of Licensing ("DOL") to provide DOL driver data for the Program as well as that certain contract with Data Driven Safety, Inc. ("DDS") dated January 1, 2016, (the "DDS Agreement", which is attached hereto as **Exhibit A**) to allow WSTIP and governmental entities within the state of Washington that enter into an Inter-local Agreement with WSTIP to use DDS's "Envision Software" as the primary user interface and tool for the Program, which also incorporates access to certain databases and information provided by DDS;

WHEREAS, CKFR wishes to utilize the Program established by WSTIP and take advantage of WSTIP's existing relationships and contracts with DOL and DDS so that CKFR may similarly monitor its employees for driving record changes and criminal convictions; and

WHEREAS, the respective governing bodies of the Parties have each authorized execution of this Agreement.

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

1. Obligations of WSTIP. WSTIP will take necessary actions to allow CKFR to take advantage of the benefits of the DDS Agreement and access the Program and the Envision Software to monitor activity and events in the driving and certain judicial records of its employees and volunteers.

2. CKFR is Inter-local Subscriber. CKFR hereby agrees to be bound by the DDS Agreement as an "Inter-local Subscriber", as such term is defined in the DDS Agreement, and to comply with all of the terms, conditions and obligations therein.



3. Security and Confidentiality. WSTIP's contracts with DOL and DDS require CKFR to meet the below security and confidentiality requirements. WSTIP will not allow continued access to the databases if in its discretion CKFR does not meet the security and confidentiality requirements listed below:

- Employees with access to the driver record monitoring program sign and submit confidentiality agreements to WSTIP that are substantially in the form as attached hereto as **Exhibit B**;
- 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 Program will be used for the purpose of allowing employees and/or volunteers to drive CKFR vehicles and/or for the purposes of employment by the County; and
- Participate in WSTIP or DDS program and/or security training or briefings.

4. Obligations of CKFR. CKFR shall:

- a. Access, utilize, or share information obtained through the Program only with its employees involved in the implementation of the Program or auditors, regulators, or others entitled to access the information;
- b. Appoint at least two program administrators who shall execute confidentiality agreements with WSTIP (Exhibit B);
- c. Verify the accuracy of new driver data by checking the DOL website prior to loading driver information; and
- d. Keep its list of monitored drivers up to date at least monthly; promptly removing employees no longer with the CKFR, and updating driver information for name, birthdate, endorsement/certifications, and driver license number changes.

5. Program Options and Fees. CKFR's fees it must pay to WSTIP are as set forth in Appendix 1 and are based on fees for the service outlined below:

- a. Basic service includes: (1) weekly license validity checking; (2) monthly monitoring of the DOL database and a driver abstract if DOL record shows activity is found; and (3) program administrator instruction.
- b. Premium service includes: (1) the basic service and (2) daily monitoring of judicial records for traffic/criminal citations and convictions.

6. Fee Increases. From time to time DOL and DDS may increase the fees they charge for access to the databases and/or the Envision Software. In the event of fee increases, WSTIP will notify CKFR of



the increase and its effective date. WSTIP will pass the fee increase along to CKFR. If CKFR finds the increase unacceptable, it may terminate this Agreement as provided herein.

7. New Services. From time to time DOL and DDS may offer new products or services to WSTIP which WSTIP will likewise offer to CKFR. CKFR may, in its sole discretion, elect to obtain such services.

8. Invoices. WSTIP will invoice CKFR monthly for all services and fees. Invoices are payable upon receipt and are past due if not paid within thirty (30) days. Past due invoices bear interest at the rate of twelve percent per annum.

9. Hold harmless and Indemnity. CKFR shall hold harmless, indemnify, and defend WSTIP, 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 CKFR's use of the Program, including the Envision Software; 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. For clarification purposes only, CKFR is not a member of the "WSTIP Organization", as such term is defined in the DDS Agreement, and WSTIP is not responsible for the actions or inactions of CKFR.

10. Compliance with Laws. The Parties shall comply with all state, federal, and local laws in the implementation and operation of the Program.

11. Duration. This Agreement shall be perpetual until terminated as provide herein.

12. Termination. Either party may terminate this agreement upon thirty (30) days' written notice to the other party.

13. 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 through Judicial Dispute Resolution LLC or some other mutually acceptable mediation service. The exclusive venue for any suit with respect to this Agreement shall be in Thurston County, and both Parties irrevocably submit to the venue and jurisdiction of such courts.

14. Posting Agreement. Following execution of this agreement each Party shall file it as required by RCW 39.34.040.

[Signature Page to Follow]



IN WITNESS WHEREOF, the Parties, by and through their authorized representatives, have executed this Agreement as of the last date listed below.

CENTRAL KITSAP FIRE & RESCUE

By *Dick West*
Dick West, Board Chair, CKFR

Date: 6-12-17

WASHINGTON STATE TRANSIT INSURANCE POOL

By *Allen F. Hatten*
Allen F. Hatten, Executive Director

Date: 6-27-2017



Appendix 1

Driver Record Monitoring Fee Schedule

January 1, 2016 to December 31, 2020

As of January 1, 2016

1. Basic service is \$1.18 per driver per month.
2. Premium service is \$3.68 per driver per month (includes basic service)

As of January 1, 2017

1. Basic service is \$1.22 per driver per month.
2. Premium service is \$3.79 per driver per month (includes basic service)

As of January 1, 2018

1. Basic service is \$1.26 per driver per month.
2. Premium service is \$3.90 per driver per month (includes basic service)

As of January 1, 2019

1. Basic service is \$1.29 per driver per month.
2. Premium service is \$4.02 per driver per month (includes basic service)

As of January 1, 2020

1. Basic service is \$1.33 per driver per month.
2. Premium service is \$4.14 per driver per month (includes basic service)

WSTIP will honor an offer of a promotional or trial service for no-cost or reduced cost premium service made between DDS and an Interlocal Subscriber for a maximum of six months.



**Exhibit A
DDS Agreement
(Separate document)**

**This is a large file. For ease of access, we have loaded it
in Box.Com**

<https://wstip.box.com/shared/static/ne40lqwx6h6inu8hu8ml83u9l61pw1ua.pdf>

**If this link does not work, please contact Tracey Christianson
tracey@wstip.org
360 786 1628**



WASHINGTON STATE TRANSIT INSURANCE POOL | RISK MANAGEMENT IN MOTION
2629 12th Court SW | Olympia, WA 98502 | 360-786-1620 | www.wstip.org

Exhibit B
Confidentiality Agreement Form
(Separate document)