



**Interlocal Agreement
for
Driver Record Monitoring Services**

Between

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

**Island County
P.O. Box 5000
Coupeville, WA 98239
(360) 678-7920**



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), a joint self-insurance program authorized under RCW 48.62.031, 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, Island 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;



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 through 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 24th day of December, 2012.

ISLAND COUNTY

By Helen Price Johnson

Helen Price Johnson, Chair

Board of County Commissioners

Subscribed this 11th day of DECEMBER, 2012.

WASHINGTON STATE TRANSIT INSURANCE POOL

By Allen F. Hatten

Allen F. Hatten, Executive Director



Administrator Confidentiality Agreement for Driver Record Monitoring

I understand my agency utilizes a service provided by the Washington State Transit Insurance Pool and its agent Data Driven Safety to monitor activity on driver records and I have been appointed as an Administrator for the monitoring service. This service is commonly referred to as Envision.

I hereby certify:

1. That the Washington State Transit Insurance Pool and its agent Data Driven Safety is acting as an Agent on our behalf to monitor driver records and obtain driver record information and/or the abstract of driver records from various sources including the Washington State Department of Licensing.
2. That the driver record information and/or abstract of driver records shall be used exclusively to determine whether a volunteer vanpool driver meets insurance and risk management requirements necessary to drive a vanpool vehicle, or an employee may continue to operate a motor vehicle owned and utilized in the performance of their duties for employment and risk management purposes. At no time, will I allow information contained in this process to be divulged, sold, assigned, or otherwise transferred to any third person or party.
3. That the information contained in the abstracts of driver records obtained from the Agent shall be used in accordance with the requirements as set forth in RCW 46.52.130.

As Administrator for this service, I understand my responsibilities are to:

- Ensure the monitored drivers have either consented in writing to be monitored using the appropriate release (employee or vanpool release) AND/OR educate drivers regarding the monitoring service and privacy issues.
 - Provide such consent documentation to WSTIP within two business days if requested
- Secure files, paperwork, or consent records that include drivers' private information
- Utilize security protocols for accessing the driver monitoring program including:
 - Using a hardened password
 - Maintaining security of my password
 - Refraining from sharing my password
 - Promptly changing my password when requested
- Update the driver lists and data at least once per month
- Participate in training programs provided by WSTIP and Data Driven Safety.
- Train monitored drivers on how to use Envision (if the driver portal is deployed)



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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