



City of Sultan

AUTHORIZATION TO RELEASE DRIVING RECORDS INFORMATION

Applicant's Name: _____

Previous Name(s): _____

Date of Birth: _____ License #: _____

Position Applying For: _____

Address: _____

City: _____ State: _____ Zip Code: _____

All positions within the City of Sultan where an employee or volunteer may at any time operate a City vehicle, operate their personal vehicle while on City business or operate any vehicle on City property require a driving records check as part of the selection process.

By signing this form, I attest that my driving record does not exceed the established application limits set forth by the City of Sultan. These limits include:

- Seven or more violations while operating a motor vehicle in the last seven years, four or more violations in the last three years or three violations in the last year.
- Any reckless driving violations within the last three years or two or more reckless driving violations in the last seven years.
- Any driving offenses within the last three years that were caused by alcohol or drugs or two or more convictions for driving offenses involving alcohol or drugs in the last seven years.
- Suspension or revocation of driver's license in the last two years or two or more suspensions or revocations in the last seven years.

I authorize the City of Sultan to request and review my driving record as a condition of driving as a City employee or volunteer. Driving records are also reviewed by the City of Sultan periodically during active service.

Applicant's Signature

Date: _____

This form must be completed and submitted with your application to be considered for employment or a volunteer position with the City of Sultan where driving is a condition of employment or volunteer service.

RCW 43.43.830**Background checks -- Access to children or vulnerable persons -- Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout RCW 43.43.830 through 43.43.845.

(1) "Applicant" means:

(a) Any prospective employee who will or may have unsupervised access to children under sixteen years of age or developmentally disabled persons or vulnerable adults during the course of his or her employment or involvement with the business or organization;

(b) Any prospective volunteer who will have regularly scheduled unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults during the course of his or her employment or involvement with the business or organization under circumstances where such access will or may involve groups of (i) five or fewer children under twelve years of age, (ii) three or fewer children between twelve and sixteen years of age, (iii) developmentally disabled persons, or (iv) vulnerable adults;

(c) Any prospective adoptive parent, as defined in RCW 26.33.020; or

(d) Any prospective custodian in a nonparental custody proceeding under chapter 26.10 RCW.

(2) "Business or organization" means a person, business, or organization licensed in this state, any agency of the state, or other governmental entity, that educates, trains, treats, supervises, houses, or provides recreation to developmentally disabled persons, vulnerable adults, or children under sixteen years of age, or that provides child day care, early learning, or early learning childhood education services, including but not limited to public housing authorities, school districts, and educational service districts.

(3) "Civil adjudication proceeding" is a judicial or administrative adjudicative proceeding that results in a finding of, or upholds an agency finding of, domestic violence, abuse, sexual abuse, neglect, abandonment, violation of a professional licensing standard regarding a child or vulnerable adult, or exploitation or financial exploitation of a child or vulnerable adult under any provision of law, including but not limited to chapter 13.34, 26.44, or 74.34 RCW, or rules adopted under chapters 18.51 and 74.42 RCW. "Civil adjudication proceeding" also includes judicial or administrative findings that become final due to the failure of the alleged perpetrator to timely exercise a legal right to administratively challenge such findings.

(4) "Conviction record" means "conviction record" information as defined in RCW 10.97.030 and 10.97.050 relating to a crime committed by either an adult or a juvenile. It does not include a conviction for an offense that has been the subject of an expungement, pardon, annulment, certificate of rehabilitation, or other equivalent procedure based on a finding of the rehabilitation of the person convicted, or a conviction that has been the subject of a pardon, annulment, or other equivalent procedure based on a finding of innocence. It does include convictions for offenses for which the defendant received a deferred or suspended sentence, unless the record has been expunged according to law.

(5) "Crime against children or other persons" means a conviction of any of the following offenses: Aggravated murder; first or second degree murder; first or second degree kidnaping; first, second, or third degree assault; first, second, or third degree assault of a child; first, second, or third degree rape;

first, second, or third degree rape of a child; first or second degree robbery; first degree arson; first degree burglary; first or second degree manslaughter; first or second degree extortion; indecent liberties; incest; vehicular homicide; first degree promoting prostitution; communication with a minor; unlawful imprisonment; simple assault; sexual exploitation of minors; first or second degree criminal mistreatment; endangerment with a controlled substance; child abuse or neglect as defined in RCW 26.44.020; first or second degree custodial interference; first or second degree custodial sexual misconduct; malicious harassment; first, second, or third degree child molestation; first or second degree sexual misconduct with a minor; *patronizing a juvenile prostitute; child abandonment; promoting pornography; selling or distributing erotic material to a minor; custodial assault; violation of child abuse restraining order; child buying or selling; prostitution; felony indecent exposure; criminal abandonment; or any of these crimes as they may be renamed in the future.

(6) "Crimes relating to drugs" means a conviction of a crime to manufacture, delivery, or possession with intent to manufacture or deliver a controlled substance.

(7) "Crimes relating to financial exploitation" means a conviction for first, second, or third degree extortion; first, second, or third degree theft; first or second degree robbery; forgery; or any of these crimes as they may be renamed in the future.

(8) "Unsupervised" means not in the presence of:

(a) Another employee or volunteer from the same business or organization as the applicant; or

(b) Any relative or guardian of any of the children or developmentally disabled persons or vulnerable adults to which the applicant has access during the course of his or her employment or involvement with the business or organization.

(9) "Vulnerable adult" means "vulnerable adult" as defined in chapter 74.34 RCW, except that for the purposes of requesting and receiving **background checks** pursuant to RCW 43.43.832, it shall also include adults of any age who lack the functional, mental, or physical ability to care for themselves.

(10) "Financial exploitation" means "financial exploitation" as defined in RCW 74.34.020.

(11) "Agency" means any person, firm, partnership, association, corporation, or facility which receives, provides services to, houses or otherwise cares for vulnerable adults, juveniles, or children, or which provides child day care, early learning, or early childhood education services.

[2007 c 387 § 9; 2005 c 421 § 1; 2003 c 105 § 5; 2002 c 229 § 3; 1999 c 45 § 5; 1998 c 10 § 1; 1996 c 178 § 12; 1995 c 250 § 1; 1994 c 108 § 1; 1992 c 145 § 16. Prior: 1990 c 146 § 8; 1990 c 3 § 1101; prior: 1989 c 334 § 1; 1989 c 90 § 1; 1987 c 486 § 1.]

NOTES:

***Reviser's note:** The term "patronizing a juvenile prostitute" was changed to "commercial sexual abuse of a minor" by 2007 c 368 § 2.

Effective date -- 2002 c 229: See note following RCW 9A.42.100.

Effective date -- 1996 c 178: See note following RCW 18.35.110.

Index, part headings not law -- Severability -- Effective dates -- Application -- 1990 c 3: See RCW

18.155.900 through 18.155.902.

At-risk children volunteer program: RCW 43.150.080.

State hospitals: RCW 72.23.035.

City of Sultan Volunteer Program

CITY-WIDE PRIDE

AGREEMENT FOR INDIVIDUAL VOLUNTEER SERVICE

PURPOSE: The purpose of this Agreement is to outline the responsibilities of the City of Sultan in providing volunteer opportunities, and to create an understanding between the City and the volunteer. This Agreement shall apply to persons voluntarily performing non-compensated services for the City.

Volunteer Name: First, Middle, Last (Please Print)	Home Phone (with area code):	Date of Birth (DOB) ____/____/____
Parent/Guardian (if under 18) Name (Please Print)	Cell Phone (with area code):	
Address	Work Phone (with area code):	Emergency Contact:
City, State, Zip	Email:	Emergency Contact Phone:

AGREEMENT FOR NON-COMPENSATED SERVICES: I hereby volunteer my services to the City of Sultan. The Volunteer agrees to abide by all relevant City policies and procedures and to perform the volunteer services in a safe, responsible manner in accordance with the descriptions of service.

It is further understood that this Agreement shall not in any way constitute nor create an employer/employee relationship between the City and the Volunteer. The City shall not be responsible for, nor liable for, nor shall the applicant be eligible to receive, any compensation or benefits as a result of this Agreement EXCEPT for State Labor and Industries Industrial Insurance medical aid coverage.

I further understand that: *(Please initial the following)*

- _____ I am not to appear for volunteer service under the influence of any illegal drugs or alcohol. I agree to inform the supervisor at the beginning of the shift if taking any over-the-counter or prescription medications which may impair the ability to perform volunteer duties.
- _____ I will abide by all City policies regarding personal conduct while performing volunteer services.
- _____ I agree not to go beyond the scope of volunteer work agreed to without authorization.
- _____ I am to be trained on any activity that I am unfamiliar with, learn the corresponding policies, and it is my responsibility to understand them completely or ask questions until I feel confident to perform them.
- _____ I hereby identify that I am capable of performing duties without accommodation, or with the following accommodation(s): _____.
- _____ Depending on the scope of volunteer work, the following City policies may apply: Driving, Safety Procedures, Computer Operation, Dress Code, Anti Harassment, Confidentiality, Code of Ethics, Workplace Violence Prevention and Drug-Free Workplace.
- _____ Should an injury occur during the scope of my service the City has included my hours of volunteer service in the State Labor and Industries coverage for volunteer workers. I am responsible for recording and reporting my hours to the City.
- _____ I understand that I am to report any on-the-job injury or illness, no matter how minor, to my supervisor. I authorize emergency medical care if it should become necessary.
- _____ I grant full permission to use any photographs, videotapes, motion pictures or recordings for publicity purposes by the City.

BACKGROUND CHECKS: I consent to the City performing a background check into my history in accordance with RCW 43.43.830–839 and waive any right of privacy I may have in such information for the limited purpose of the City considering it for determining my suitability as a volunteer. (To be used for volunteers who will have unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults or volunteers who will be working with confidential business information pursuant to RCW 43.43.815.) [Your full legal name and birth date are required to perform this background check.]

TERMINATION: I understand that I or the City may terminate this agreement at any time without cause, and that I am volunteering my services at will and may be asked to discontinue such services without prior notice or reason.

WAIVER & HOLD HARMLESS: I am fully aware that the work associated with being a City Volunteer involves certain risks of physical injury or death. Being fully informed as to these risks and in consideration of my being allowed to participate in the City's Volunteer Program, I hereby assume all risk of injury, damage and harm to myself arising from such activities or use of City facilities. I also hereby individually and on behalf of my heirs, executors and assignees, release and hold harmless the City, its officials, employees and agents and waive any right of recovery that I might have to bring a claim or a lawsuit against them for any personal injury, death or other consequences occurring to me arising out of my volunteer activities.

LIABILITY COVERAGE: I understand that the City is self insured through the Cities Insurance Authority of Washington (CIAW) for liability coverage. Volunteers performing within the scope of their assigned duties as authorized by the City are afforded the same coverage as City employees under the City's liability coverage with CIAW. I am fully aware that a volunteer's intentional misconduct is not protected or covered by the City or CIAW.

This agreement will be in effect for the duration of my volunteer services beginning this date.

Dated this _____ day of _____, 20 _____

Volunteer's Signature

Signature of Parent or Guardian (if volunteer is less than 18 years old)

**City of Sultan
319 Main Street
PO Box 1199
Sultan, WA 98294-1199**

For Office Use Only

Form checked by:	Initials:	Date:	WSP check:	Initials:	Date:
DL checked by:	Initials:	Date:	WSP accepted:	Yes: ()	No: ()
Assigned to:			WSP mailed:	Initials:	Date:
Agreed:	Method:	Date:	EDP:	Initials:	Date:
Volunteer General Orientation completed:			yes		