City of **Ruston** WASHINGTON

Subject:	**RES 731 – Interlocal Agreement With State Auditor's Office for Data Sharing**	**Dept. Origin:**	**Clerk's Office**
		Prepared by:	**Jennifer Robertson City Attorney's Office**
		For Agenda of:	**June 15, 2021**
		Exhibits:	**RES 731 & Data Sharing Agreement**

Initial & Date

Concurred by Mayor: _____
Approved/form by City Atty: <u>JSR/6-10-21</u>
Approved by _____ Director: _____
Approved by Department Head: _____

Proposed Council Action:

Adopt Resolution No. 731.

INFORMATION / BACKGROUND

Cities may make agreements with other governmental agencies under the Interlocal Cooperation Act.[1] The City regularly works in cooperation with the State Auditor's Office for routine audits. The Data Sharing Agreement provides procedures and safeguards for the transfer of confidential information between the City and the Auditor's Office.

This new agreement takes effect after execution and expires on June 6, 2024.

FISCAL CONSIDERATION

None.

RECOMMENDATION / MOTION

Adopt Resolution No. 731.

MOTION: I move approval of Resolution No. 731 authorizing the Mayor to execute an interlocal agreement with the State Auditor's Office for data sharing.

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[1] *See* Chapter 39.34 RCW "Interlocal Cooperation Act."

RESOLUTION NO. <u>731</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE AUDITOR'S OFFICE FOR DATA SHARING.

WHEREAS, in accordance with Chapter 39.34 RCW, the "Interlocal Cooperation Act", the City is authorized to contract with other governmental agencies to provide services that the City is authorized to perform; and

WHEREAS, The City regularly works in cooperation with the Washington State Auditor's Office for routine audits; and

WHEREAS, the Data Sharing Agreement provides procedures and safeguards for the transfer of confidential information between the City and the Auditor's Office.

WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed Interlocal Agreement for data sharing with the Washington State Auditor's Office which is attached to this Resolution as Exhibit "1"; **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. **Authorization of Agreement.** The Mayor is hereby authorized to execute the Interlocal Agreement regarding data sharing between the City of Ruston and the Washington State Auditor's Office in substantially the form attached hereto as Exhibit "1".

Section 2. **Posting on Website Required.** The Clerk is directed to post a copy of this Agreement, once fully executed, on the City's website.

/ / /

RESOLVED this 15th day of June, 2021.

APPROVED:

_____

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

_____

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: _6/10/2021_____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO.: _____731___

Attachment "1"

Interlocal Agreement

Regarding Data Sharing

Between

Washington State Auditor's Office

and

City of Ruston

INTERAGENCY DATA SHARING AGREEMENT

Between

City of Ruston

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between City of Ruston hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

AGENCY PROVIDING DATA: Agency

Agency Name:	City of Ruston
Contact Name:	Judy Grams
Title:	Clerk/Treasurer
Address:	5117 N. Winnifred St.
	Ruston, WA 98407
Phone:	(253) 759-3544
E-mail:	townclerk@rustonwa.org

AGENCY RECEIVING DATA: SAO

Agency Name:	Office of the Washington State Auditor
Contact Name:	Saundra Groshong
Title:	Audit Manager
Address:	949 Market Street, Ste 560
	Tacoma, WA 98402
Phone:	(253) 290-7503
E-mail:	saundra.groshong@sao.wa.gov

1. PURPOSE OF THE DSA
   The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141.10) in the handling of information considered confidential.

2. DEFINITIONS
   "Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Access" refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

"Data Storage" refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

"Data Encryption" refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

"Personal Information" means information defined in RCW 42.56.590(10).

3. PERIOD OF AGREEMENT
    This agreement shall begin on June 7, 2021, or date of execution, whichever is later, and end on June 6, 2024, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING
    SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED
    The data to be shared includes information and data related to financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA ACCESS
    If desired, with the Agency's permission, the Agency can provide direct, read-only access into its system. SAO will limit access to the system to employees who need access in support of the audit(s). SAO agrees to notify the agency when access is no longer needed.

7. DATA TRANSMISSION
    Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

8. DATA STORAGE AND HANDLING REQUIREMENTS
    Agency will notify SAO if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

9. <u>INTENDED USE OF DATA</u>
The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09.

10. <u>CONSTRAINTS ON USE OF DATA</u>
The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09.

11. <u>SECURITY OF DATA</u>
SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

12. <u>NON-DISCLOSURE OF DATA</u>
SAO staff shall not disclose, in whole or in part, the data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's data, SAO will notify the Agency
    a. SAO shall not access or use the data for any commercial or personal purpose.
    b. Any exceptions to these limitations must be approved in writing by Agency.
    c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

13. <u>OVERSIGHT</u>
The SAO agrees that Agency will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

14. <u>TERMINATION</u>
Either party may terminate this Agreement with 30 days written notice to the other party's Agreement Administrator named on Page 1. However, once data is accessed by the SAO, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

15. <u>DISPUTE RESOLUTION</u>
In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

16. <u>GOVERNANCE</u>
    a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the

other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.

b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

17. SIGNATURES

The signatures below indicate agreement between the parties.

Agency   Office of the Washington State Auditor

_____   _____

Signature   Date   Signature   Date

Title: _____   Title: _____