

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Enter into an Interlocal Data Sharing Agreement with the Washington State Auditor's Office for the Purpose of Data Sharing
DEPARTMENT:	Administrative Services
PRESENTED BY:	Sara Lane, Administrative Services Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The purpose of this Interlocal Data Sharing Agreement (IDSA) is to establish the terms under which the Washington State Auditor's Office (WSAO) and City of Shoreline will voluntarily exchange confidential information related to the City's Annual Audit, as applicable, and in accordance with the agreement and pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW. Tonight, staff is seeking Council authorization for the City Manager to enter into this IDSA with the WSAO.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact in the authorization of the IDSA.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into an Interlocal Data Sharing Agreement with the Washington State Auditor's Office for the purpose of data sharing.

Approved By: City Manager **DT** City Attorney **JA-T**

BACKGROUND

In 2016, the City entered into an interlocal data sharing agreement with the Washington State Department of Revenue. This 2016 agreement established the terms under which the entities may voluntarily share tax and licensing information for tax enforcement and other official purposes pursuant to RCW 19.02.115(3)(j) and RCW 82.32.330(3)(h), as applicable. The staff report for that Council action is available at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport050216-7e.pdf>.

Although the City is required to share its financial information with Washington State Auditor's Office (WSAO) each year during the City's annual audit, this is the first time the WSAO has requested that the City to enter into a data sharing agreement.

DISCUSSION

The proposed draft Interlocal Data Sharing Agreement (IDSA; Attachment A) provides similar authorization for the City to share data with WSAO during the City's annual audit. The City Attorney is working with the WSAO to finalize the agreement. The WSAO has implemented this requirement as part of its data security protocols to address a data security breach that occurred in 2020. While the City of Shoreline was not impacted by that event, these agreements will formalize all the steps the WSAO takes to protect data, without requiring changes to existing practices.

The WSAO would like this IDSA to be executed prior to the start of the City's annual audit of the 2020 Financial Statements, which will begin on July 19, 2021. Tonight, staff is seeking Council authorization for the City Manager to enter into this IDSA with the WSAO.

RESOURCE/FINANCIAL IMPACT

There is no financial impact in the authorization of the IDSA.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into an Interlocal Data Sharing Agreement with the Washington State Auditor's Office for the purpose of data sharing.

ATTACHMENTS

Attachment A: Draft Interagency Data Sharing Agreement Between the City of Shoreline and the Office of the Washington State Auditor

INTERAGENCY DATA SHARING AGREEMENT

Between

City of Shoreline

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between City of Shoreline 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: _____
Contact Name: _____
Title: _____
Address: _____
Phone: _____
E-mail: _____

AGENCY RECEIVING DATA: SAO

Agency Name: Office of the Washington State Auditor
Contact Name: Wendy Choy
Title: Program Manager
Address: 40 Lake Bellevue Drive Suite 123
Phone: 425-502-7067
E-mail: Wendy.Choy@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 July 1, 2021, or date of execution, whichever is later, and end on June 30, 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. INTENDED USE OF DATA

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. CONSTRAINTS ON USE OF DATA

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. SECURITY OF DATA

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. NON-DISCLOSURE OF DATA

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. OVERSIGHT

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. TERMINATION

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. DISPUTE RESOLUTION

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. GOVERNANCE

- 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: _____