RESOLUTION NO. 2021-6

A RESOLUTION OF THE TOWN OF NACHES, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE "INTERAGENCY DATA SHARING AGREEMENT" BETWEEN THE TOWN OF NACHES AND THE OFFICE OF THE WASHINGTON STATE AUDITOR

WHEREAS, pursuant to Engrossed Substitute Senate Bill (ESSB) 5432, the Washington State Legislature passed a Bill requiring Data Sharing Agreements (DSA's) for all State and local governments sharing data, which includes data exchanged for the Town of Naches' audits; and

WHEREAS, this new legislation, referred to as the Bill "Concerning Cyber Security and Data Sharing in Washington State Government" becomes effective July 25, 2021; and

WHEREAS, the Office of the Washington State Auditor has supplied Town Staff with a proposed Interagency Data Sharing Agreement fulfilling the requirements of ESSB 5432, a copy of which has been supplied to members of the Town Council; and

WHEREAS, the Town Council for the Town of Naches finds it in the best interests of the Town to enter into the Interagency Data Sharing Agreement with the Office of the Washington State Auditor that has been provided;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES AS FOLLOWS:

1. The Town of Naches authorizes Mayor Paul Williams to sign the Interagency Data Sharing Agreement between the Town of Naches and the Office of the Washington State Auditor.

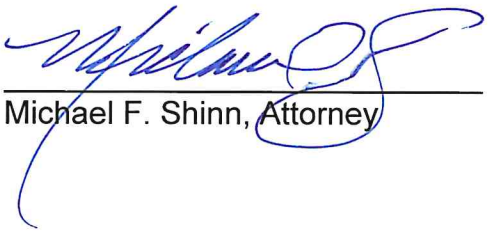
PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON this 14th day of June, 2021.

Paul D. Williams, Mayor

Attest:

Elvira Birrueta, Clerk/Treasurer

Approved as to form:



Michael F. Shinn, Attorney

INTERAGENCY DATA SHARING AGREEMENT

Between

Town of Naches

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between Town of Naches 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:	Town of Naches
Contact Name:	Elvira Birrueta
Title:	Clerk Treasurer
Address:	29 E. 2nd Street PO Box 95 Naches, WA 98937
Phone:	509-653-2647
E-mail:	Elvira.birrueta@co.yakima.wa.us

AGENCY RECEIVING DATA: SAO

Agency Name:	Office of the Washington State Auditor
Contact Name:	Ann Strand
Title:	Audit Manager
Address:	230 S. Second Street Room 204
Phone:	(509) 454-7849
E-mail:	Ann.Strand@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 May 18, 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: Mayor	Title: Audit Manager