City Clerk's Office
Records Management

# CONTRACTS & AGREEMENTS
## ECM INDEX DATA

INTRLOC_00 — File Location

WA ST DEPT OF REVENUE — Vendor Name

WA ST DEPT OF REVENUE
6/15/2022

**Document Type:** Interlocal Amendment
**Vendor Name:** WA ST DEPT OF REVENUE
**PO# Location:** INTRLOC-001
**Effect Date:** 6/15/2012
**Term Date:** 6/15/2022
**CR#:** 51769
**Related CR#:** 49101
**Ordinance:**
**Resolution:** 8394
**Leg Date:**
**Vendor #:** 70843
**Description:** AMD#1 GRANT AGREEMENT - BUSINESS LICENSING SERVICES
PO 1210319-001 X-REF 49101

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
S0017685 4

**Notes:**

Sep 22, 2014 FSU: M JDE: M SI: M ECM: M

1210319.001

CR# 51769 DATE 92214 LOC INTRLOC

Abs 8394

STATE OF WASHINGTON

DEPARTMENT OF REVENUE

INTERAGENCY/INTERLOCAL CONTRACT BETWEEN

DEPARTMENT OF REVENUE
AND
CITY OF BELLEVUE

CONTRACT AMENDMENT NO. K769-1
TO
INTERAGENCY/INTERLOCAL CONTRACT NO. K769

Interagency/Interlocal Contract No. K769, by and between the Department of Revenue (REVENUE) and City of Bellevue (PARTNER) is amended as follows:

BUSINESS LICESNING SERVICES AGREEMENT

II. Purpose

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Partner's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner's licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

VI. Compensation

The first bullet point under this section is deleted and replaced with the following:

- The Partner shall reimburse Revenue for all fees charged by credit card processors and/or financial institutions upon any funds charged, collected, or refunded by Revenue in processing applications and/or collecting fees related to Partner's licensing or other regulatory activities. If a suitable alternative to the credit card processing can be established, eliminating the requirement of Partner reimbursement for credit card bank fees, this provision can be disregarded upon implementation of the suitable alternative without amending this Agreement. The Partner is still accountable for remaining credit card bank fees owed prior to implementation of the suitable alternative.

EXHIBIT A

1. Purpose and Scope

The following provisions establish the terms under which Revenue and Partner will share all data, including Confidential Licensing Information, pursuant to the BLS Agency Partnership Agreement (the "Agreement").

2. Definitions

"Confidential Licensing Information" has the same meaning as "Licensing Information" under RCW 19.02.115(1)(b) and includes, but is not limited to, any information included in the business license applications, renewal applications, and business licenses under the Business Licensing Service program. Confidential Licensing Information is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.

3. Confidentiality

days; after determining that a violation has occurred.

B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing Confidential Licensing Information; however, Revenue shall provide Partner with an electronic record containing all information collected for Partner's licensing or other regulatory activities in an electronic medium.

7. Ownership and Retention of Records

Except as otherwise expressly provided in this Agreement, Partner may retain possession of all such records in accordance with Chapter 40.14 RCW and applicable local government retention schedules as approved by the Office of the Secretary of State.

8. Data Security

All data provided by Revenue shall be stored on a secure environment with access limited to the least number of staff needed to complete the purpose of this Agreement.

a. Protection of Data

Partner agrees to store data on one or more of the following media and protect the data as described:

1) Workstation Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. If the workstation is located in an unsecured physical location the hard drive must be encrypted to protect Revenue data in the event the device is stolen.

2) Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. Backup copies for disaster recovery purposes must be encrypted if recorded to removable media.

3) Optical discs (e.g. CDs, DVDs, Blu-Rays) in local workstation optical disc drives. Data provided by Revenue on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the Agreement purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access Revenue data on optical discs must be located in an area which is accessible only to authorized individuals, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

4) Data storage on portable devices or media.

a) Confidential Licensing Information may be stored by Partner on portable devices or media provided the data shall be given the following protections:

i. Encrypt the data with a key length of at least 128 bits

STATE OF WASHINGTON

DEPARTMENT OF REVENUE

ALL OTHER PROVISIONS OF THE ORIGINAL AGREEMENT WILL REMAIN IN EFFECT FOR THE CONTRACT PERIOD.

Dan Contris
Chief Financial Officer
Department of Revenue

8-27-2014
Date

City of Bellevue

8/15/2014
Date

Approved as to form:

On File
Kelly Owings
Assistant Attorney General

July 22, 2014
Date

Approved as to form:
By: Assistant City Attorney
9/18/14

City of Bellevue

COPY

Post Office Box 90012 • Bellevue, Washington • 98009 9012

June 17, 2014

Sandra Yuen
Washington State Department of Revenue
PO Box 47478
Olympia, WA 98504-7478

Updated Agency Sharing Agreement

Dear Ms. Yuen,

I have enclosed the copy of the Agency Sharing Agreement that you sent to us for review by our Director Jan Hawn. I am returning the document she signed document for your Deputy Director Vicki Smith's signature.

I have also enclosed a self-addressed envelope to make it easier for you to remit a copy of the completed document back to us.

If you have any questions or I can be of additional assistance please feel free to contact me at 425-452-4298 or by email at rdhondt@bellevuewa.gov.

Thank you for your assistance in this matter.

Sincerely,

Richard D'Hondt, Senior Tax Analyst

Cc. Troy Lucas, Tax Division Manager
Sara Lane, Assistant Finance Director

**Finance Department • Tax Division**
(425) 452-6851 • Fax (425) 452-6198
Located at 450 110th Ave NE Street
Bellevue, Washington 98004

STATE OF WASHINGTON
DEPARTMENT OF REVENUE
OFFICE OF THE DIRECTOR
P.O. Box 47454 • Olympia, Washington 98504-7454 • (360) 534-1600 • FAX (360) 534-1606

June 12, 2014

Jan Hawn, Finance Director
City of Bellevue
PO Box 90012
Bellevue, WA 98009-9012

Dear Ms. Hawn:

I am writing to inform you of upcoming changes to your ability to access confidential tax information through the Department of Revenue. Because of continuing security threats, the Department has reviewed its security infrastructure and has made the decision to further restrict access privileges to its systems. Therefore, as of June 30, 2014, you will no longer have user access to the Department of Revenue's TANDEM computer system and tax information.

**Termination of Agreement Notice**
This letter serves as official 15-day notice of cancellation of the Data Sharing Agreement between the Department of Revenue and Bellevue.

**Why is this happening?**
The Department is responsible for protecting confidential taxpayer information. One of the ways we do this is by limiting or restricting access to the information reported by our taxpayers. Local governments are authorized access to confidential taxpayer information when used for official purposes only.

You currently have access to statewide taxpayer information. Because our systems cannot limit access to information specific to your tax jurisdiction, there is an increased risk of potential disclosure of confidential taxpayer information. We are therefore changing the way we share tax information with you. We realize that this may not be your preferred approach, however, we believe that limiting access to taxpayer information will reduce the risk of potential unauthorized disclosure of information the Department is charged with protecting (RCW 82.332.330).

**Monthly distribution reports**
The removal of user access to our computer system will not affect how you receive your monthly sales and use tax distribution reports. You will continue to go to http://sft.wa.gov to retrieve your distribution reports.

**New Data Sharing Agreement**
Enclosed you will find a new data sharing agreement. This agreement will allow us to continue to provide you with the information needed to carry out your official duties. In the future if you have a request for data that is in addition to the local sales and use tax information already provided to you each month, you may send a request to our Local Government Liaison, Patti Wilson.

**We value our relationship with you**
We appreciate our cooperative working relationship with you. The ability to share information with you enhances communication and enforcement efforts, and provides better services to our taxpayers.

**What do you need to do?**
In order to continue receiving confidential tax information for your jurisdiction, you must sign the enclosed data sharing agreement. If a new agreement is not received, we will not be able to provide requested information to you.

**Questions**
If you have questions, please contact Patti Wilson at pattiw@dor.wa.gov, or by phone at (360) **534-1543.**

Sincerely,

Carol K. Nelson
Director

cc: Patti Wilson, Local Government Liaison

CR #: 51769 Date: 9-22-14 Loc: INTRLOC-00 PO #: 1210319-001

City of Bellevue
Finance - Contracting Services
425-452-7876

# Interlocal Agreement Routing Form

## Current Agreement Information

**Agreement Title:**
Business Licensing Services Agreement
**Agreement Description:**
Business Licensing Service Agreement w/WA ST DOR
**Agreement Form:**
Vendor Agreement Document

**Agreement Type:** Inter-Local
**Document Type:** Other
**Agreement Manager:** Sara Lane
**Agreement Amount:** $0.00
**Total Aggregate Value:** NaN

## Project Information:

**Project Name:** Bus. Lic. Serv. Agreement
**Department:** Finance

**Project Manager:** Sara Lane
**Are matching funds required on this project?** No

## Granting Organization Information:

**Funding Agency:** WA ST Dept of Revenue
**Administrative Agency:** WA ST Dept of Revenue
**Administrative Agency JDE Vendor #:** 70843
**Funding Program Name:** Bus Lic Serv Agreement w/WA ST DOR

## Agreement Terms:

**Original Effective Date:** 06/15/2012 (actual date) **End Date:** 06/15/2022 (actual date) ✓

## Related Agreement Information:

**Is this a renewal/amendment?** Yes ✓

## Council Approval:

**Council Award Date:** 5/21/2012 **Ordinance #:** **Resolution #:** 8394 ✓

## Route:

| | | In | Out |
|---|---|---|---|
| Procurement Services: | A Carlon | 9/16/14 | 9/17/14 |
| ~~Accounting:~~ NA | | | |
| Information Technology: | Not Required | | |
| Legal: | | 9-17-14 | 9/17/14 |
| Insurance Reviewed By: | | 9-17-14 | 9-17-14 |
| ~~Department Director:~~ | Signed by Dept Director 8/15/14 | | |
| Procurement Services: | | | |
| Return To: | NA | | |
| City Clerk's Office: | M. Torrow | 9-22-14 | 9-22-14 |

RISK

Amendment 1 - not routed previously. already signed and sent to WA ST DOR.
1 original copy attached