

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
FROM: Brenda Huntingford, Auditor
DATE: November 6, 2023
SUBJECT: AGREEMENT re: VoteWA Data Sharing Agreement; No Needed Funds; Jefferson County Auditor

STATEMENT OF ISSUE:

Sensitive data sharing agreement between the Washington Office of the Secretary of State, Elections Division and Jefferson County. This is the first agreement that the OSOS and County desire to enter into to comply with the provisions of RCW 39.34.240 and the policies of the Office of Cybersecurity for VoteWA Category 3 or higher data shared between them.

ANALYSIS:

OSOS and thirty-nine (39) Washington state counties have collaborated together in order to modernize, streamline, and improve the elections process through the development and implementation of a statewide modern Elections Management Project (EMP) for the state of Washington, known as VoteWA. This is an agreement between the product owner (OSOS) and the customer (Counties of Washington State) Jefferson County. This agreement establishes the terms, conditions and restrictions in which the County provides requested VoteWA data electronically to the OSOS or OSOS provides requested data electronically to Jefferson County.

FISCAL IMPACT:

None

RECOMMENDATION:

Recommend approval of the agreement.

REVIEWED BY:


Mark McCauley, County Administrator

Date

10/30/23

I-7980

**VOTEWA DATA SHARING AGREEMENT
BETWEEN
THE WASHINGTON OFFICE OF THE SECRETARY OF STATE, ELECTIONS DIVISION
AND
JEFFERSON COUNTY**

This VoteWA Data Sharing Agreement (this "Agreement") is entered into by and between the Washington Office of the Secretary of State, Elections Division (hereinafter referred to as "OSOS") and Jefferson County (hereinafter referred to as "County").

WHEREAS, OSOS and thirty-nine (39) Washington state counties have collaborated together in order to modernize, streamline, and improve the elections process through the development and implementation of a statewide modern Elections Management Project (EMP) for the state of Washington, commonly known as VoteWA; and

WHEREAS, RCW 39.34.240 requires public agencies to enter into a written agreement that conforms to the policies of the Office of Cybersecurity when a public agency requests Category 3 or higher data (as defined in policy established in accordance with RCW 43.105.054) from another public agency; and

WHEREAS, OSOS has requested and is receiving Category 3 or higher data from County through the VoteWA system; and

WHEREAS, while OSOS and County are parties to an agreement setting forth their obligations and duties with respect to the annual vendor maintenance and support costs of the VoteWA system, that agreement does not address VoteWA data sharing between County and OSOS; and

WHEREAS, OSOS and County desire to enter into this Agreement to comply with the provisions of RCW 39.34.240 and the policies of the Office of Cybersecurity for VoteWA data shared between them.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, OSOS and County agree as follows:

1. PURPOSE

It is the purpose of this Agreement to establish the terms, conditions, and restrictions under which County provides requested VoteWA data electronically to OSOS or OSOS provides requested VoteWA data electronically to County. Both parties will receive and safeguard the data as set forth in this Agreement.

2. DATA TO BE SHARED UNDER THIS AGREEMENT; CLASSIFICATION OF DATA

County is providing OSOS with the VoteWA data listed below, classified by Category (as defined in OCIO Policy "Data Classification Standard"):

Description of Data

Category (1-4)

-
- *Category 3: Voter Registration Records, including data specifically protected from disclosure by law*
 - *Signature Image*
 - *Form images*

I-7980

- *Personal information about individuals (DLN, SSN4)*
 - *Registration source*
 - *UOCAVA (Uniformed And Overseas Citizens Absentee Voting Act) status*
 - *Email*
 - *Phone number*
 - *Language preference*
 - *Registration information for voters under the age of 18*
- *Category 3: Ballot Issuance Records, including data specifically protected from disclosure by law*
 - *Signature Image*
 - *Envelope Image*
 - *UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) status*
 - *Ballot issuance information for voters under the age of 18*
- *Category 3: Voter Pamphlet information*
 - *Arguments or statements submitted to the secretary of state for publication in the voters' pamphlet are protected until the submission deadline has passed or all submissions have been received.*
- *Category 3: Information regarding IT infrastructure and security of computer and telecommunications*
 - *In order to implement system improvements, information regarding the elections infrastructure may need to be discussed with the VoteWA governing bodies during meetings and system improvement discussions.*

3. PERIOD OF PERFORMANCE

The period of performance of this Agreement commences on the date it is executed by both parties (the "Effective Date"), and automatically renews each year on the date that is the anniversary date of the Effective Date.

4. DELIVERY OF DATA

The data shall be provided by the County to OSOS or by the OSOS to the County via secure file transfer. Data will be secured using separate encryption and password protection from any used by the secure file transfer tool.

5. DATA STORAGE AND HANDLING REQUIREMENTS

All data provided by the County will be stored by OSOS on secure servers with access limited to the least number of OSOS staff needed to have access to the data for purposes of the VoteWA system and elections management. Files received via secure file transfer will be removed immediately from the secure file transfer tool once retrieved.

All data provided by the OSOS will be stored by the County on secure servers with access limited to the least number of County staff needed to have access to the data for purposes of the elections management. Files received via secure file transfer will be removed immediately from the secure file transfer tool once retrieved.

6. SECURITY OF DATA

I-7980

OSOS and the County shall take due care and reasonable precautions to protect the data from unauthorized physical and electronic access. OSOS and the County will strive to meet or exceed the requirements of the OCIO policies and standards for data security and access controls, including OCIO's "Data Sharing Policy," to ensure the confidentiality, availability and integrity of all data shared.

7. NON-DISCLOSURE OF DATA; CONFIDENTIALITY

Neither party nor its officials, officers, employees, volunteers, or agents may disclose, in whole or in part, any data covered by this Agreement, except as necessary to accomplish the express purposes of this Agreement or as may be required or permitted by law. Both parties agree to maintain the confidentiality of the data covered by this Agreement to the fullest extent required or permitted by law.

8. TERMINATION

Either party may terminate this Agreement with 30 days' prior written notice to the contract manager for the other party listed in Section 12 of this Agreement; provided, however, that once data is accessed by OSOS, 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.

9. DISPUTE RESOLUTION

If a dispute arises between OSOS and County under this Agreement, both parties will make a prompt, reasonable, good-faith effort to resolve the dispute by negotiation. If the parties fail to resolve the dispute through negotiation, the parties will choose a mutually acceptable alternative dispute resolution method. Such an alternative dispute resolution process must precede any judicial action, provided that both parties mutually pursue such alternative dispute resolution promptly, reasonably and in good faith.

10. GOVERNANCE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties and may be modified only by written instrument duly executed by both parties.

12. CONTRACT MANAGEMENT

The contract manager for each of the parties is listed below and shall be responsible for and shall be the contact person for all communications regarding this Agreement:

Contract Manager for County:	Contract Manager for OSOS:
<u>Brenda Huntingford</u> Jefferson County 1820 Jefferson St Port Townsend, WA 98368 Phone: (360) 385-9358 bhuntingford@co.jefferson.wa.us	<u>Stuart Holmes</u> Director of Elections Office of the Secretary of State 520 Union Ave. Olympia, WA 98501 Phone: (360) 725-5794 stuart.holmes@sos.wa.gov

I-7980

THIS AGREEMENT is executed by the persons signing below who warrant that they have the authority to execute this Agreement.

County:

Jefferson County

OSOS:

Office of the Secretary of State

Signature

Signature

Title

Director of Elections

Title

Date

Date

Approved as to form only:



October 25, 2023

Philip C. Hunsucker,

Date

Chief Civil Deputy Prosecuting Attorney