

RESOLUTION 04-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VADER,
WASHINGTON, RATIFYING THE MAYOR'S EXECUTION OF AN
AGREEMENT FOR CDBG INCOME SURVEY DATA USE WITH
ECONOMETRICA, INC.**

WHEREAS, the Department of Commerce will fund an income survey in the City of Vader performed by the company, Econometrica, Inc.; and

WHEREAS, in order for this work to be commenced, the City was required to sign a Data Use Agreement with Econometrica, Inc.; and

WHEREAS, the deadline for signing that agreement was established by Commerce prior to the next City Council meeting; and

WHEREAS, the work will not cost the City any money and will help the City compete for grant funds more effectively once it has the income survey data; and

WHEREAS, the Mayor executed the Data Use Agreement with Econometrica in order to meet the deadline and obtain these services funded by the Department of Commerce; and

WHEREAS, a copy of the Agreement is attached to this Resolution as Exhibit "A"; and

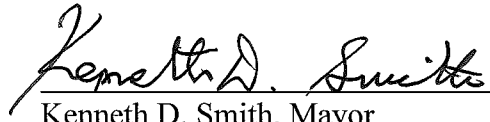
WHEREAS, the City Council ratifies the Mayor's execution of the Agreement with Econometrica, Inc to perform the income survey and control the data use as described in attached Exhibit A;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VADER
WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Ratification of Contract. The Mayor's execution of the contract with Econometrica, Inc. as attached hereto as Exhibit A is hereby ratified.

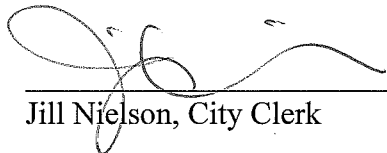
RESOLVED this 11th day of April, 2019.

APPROVED:



Kenneth D. Smith, Mayor

ATTEST/AUTHENTICATED:



Jill Nielson, City Clerk

PASSED BY THE CITY COUNCIL: 4-11-19
RESOLUTION NO.: 04-2019

EXHIBIT “A”

Agreement for Data Use - Income Survey

With

Econometria, Inc.

CDBG INCOME SURVEY DATA USE AGREEMENT

THIS AGREEMENT must be executed prior to the release of or access to specified data files containing protected individual identifiers.

City of Vader agrees to provide Econometrica with data for the CDBG Income Survey as identified in this Agreement. In exchange, Econometrica agrees to comply with the terms of this Agreement to ensure the integrity, security, and confidentiality of the information.

Data collected as part of the CDBG Income Survey ("the Survey") will be shared with the local entity where the data is collected. Data will not be shared directly with HUD. No information that could be used to identify individual respondents will be shared with HUD or any entities other than Econometrica and the local entity. Any data shared with HUD will be summary data, and no identifying information, such as name or address, will be included.

The Parties hereby agree as follows:

1. This Agreement is between City of Vader and Econometrica, hereinafter termed "User."
2. This Agreement addresses the conditions under which City of Vader will disclose and the User will obtain, use, reuse, and disclose the data file(s) specified in Section 4 of this Agreement and/or any data file(s) that contain direct individual identifiers or elements that can be used in concert with other information to identify individuals. The parties mutually agree that City of Vader retains all ownership rights to the data file(s) referred to in this Agreement and that the User does not obtain any right, title, or interest in any of the data furnished by City of Vader.
3. The User represents that the data file(s) specified in Section 4 of this Agreement will be used solely for the following purpose:

Name of Project: CDBG Income Survey

The User represents further that the facts and statements made in any study or research protocol or project plan are complete and accurate. Further, the User represents that the study protocols or project plans that have been approved by HUD represent the total use(s) to which the User will utilize the data file(s) specified in Section 4 of this agreement.

The User agrees not to disclose, use, or reuse the data covered by this Agreement except as specified in this Agreement or except as otherwise may be required by law. The User affirms that the requested data is the minimum necessary to achieve the purposes stated in this section. The User agrees that, within the User organization and the organizations of its agents, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose(s) stated in this section (i.e., individual's access to the data will be on a need to know basis).

4. The following data file(s) are covered under this Agreement:

Sewer customer account information including but not limited to names and addresses of current residents.

5. The parties mutually agree that the data file(s) specified in Section 4 of this Agreement and/or any derivative file(s), including those files that directly identify individuals, may be retained by the User until 1 year after the date of this agreement, hereinafter known as the "Retention Date." The User agrees to notify City of Vader within 30 days of the completion of the purpose specified in Section 3 if the purpose is completed before the Retention Date. Upon such notice or Retention Date, whichever occurs sooner, the User agrees to destroy such data and send written certification of the destruction of the files to City of Vader within 30 days. The User agrees **not** to retain the file(s) or any parts thereof after the file(s) are destroyed unless the appropriate Systems Manager or the person designated in Section 14 of this Agreement grants written authorization.
6. The Agreement may be terminated by either party at any time for any reason upon 30 days written notice. Upon notice of termination by the User, City of Vader will cease releasing data from the file(s) to the User under this Agreement and will notify the User to destroy such data file(s).
7. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use of or access to the data. The safeguards shall provide a level and scope of security that is no less than the level and scope of security requirements established by the document, "Minimum Security Requirements for Federal Information and Information Systems (<https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.200.pdf>)." The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the file(s) is prohibited.
8. The User agrees not to disclose direct findings, listings, or information derived from the file(s) specified in Section 4, with or without direct identifiers, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. Examples of such data elements include, but are not limited to, geographic location, age, or sex.
9. The User agrees that, absent express written authorization from the appropriate Systems Manager or the person designated in Section 14 of this Agreement, the User shall not attempt to link records included in the file(s) specified in Section 4 to any other individually identifiable source of information.
10. The User understands and agrees that it may not reuse original or derivative data file(s) without prior written approval from the appropriate System Manager or the person designated in Section 14 of this Agreement.
11. The User agrees that in the event City of Vader determines or has a reasonable belief that the User has made or may have made a use, reuse, or disclosure of the aforesaid file(s) that is not authorized by this Agreement or another written authorization from the appropriate System Manager or the person designated in Section 14 of this Agreement, City of Vader, at its sole discretion, may require the User to (a) promptly investigate and report to City of Vader the User's determinations regarding any alleged or actual unauthorized use, reuse, or disclosure; (b) promptly resolve any problems identified by the investigation; (c) if requested by City of Vader, submit a formal response to an allegation of

unauthorized use, reuse, or disclosure; (d) if requested by City of Vader, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses, or disclosures; and (e) if requested by City of Vader, return data files to City of Vader or destroy the data files it received from City of Vader under this Agreement. The User understands that as a result of City of Vader's determination or reasonable belief that unauthorized uses, reuses, or disclosures have taken place, City of Vader may refuse to release further data to the User for a period of time to be determined by City of Vader.

12. The User agrees to report any breach of personally identifiable information (PII) from the data file(s), loss of these data file(s), or disclosure to any unauthorized persons to City of Vader within 24 hours. While City of Vader retains all ownership rights to the data file(s), as outlined above, the User shall bear the cost and liability for any breaches of PII from the data file(s) while they are entrusted to the User. Furthermore, if City of Vader determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the User agrees to carry out these remedies without cost to City of Vader.
13. Once the survey data have been obtained City of Vader agrees to keep the data confidential and use it only for the purposes of applying for state or federal funding where income information is required. Survey data should not be stored with personal identifiers and should be destroyed when no longer needed.
14. On behalf of City of Vader, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and all the terms specified herein.

Kenneth Smith

Kenneth Smith, Mayor of Vader

317 8th St / P.O. Box 189

Street Address

Vader

City

WA

State

98593

Zip Code

(360) 295-3222

Office Telephone (include area code)

vadercity@centurylink.net

Email Address (if applicable)

Signature of Representative

Kenneth Smith

Date

4-4-19

15. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement and acknowledges having received notice of potential criminal or administrative penalties for violation of the terms of the Agreement.

16. On behalf of the User, the undersigned individual hereby agrees that he or she is authorized to legally bind the User to the terms of this Agreement and agrees to all the terms specified herein.

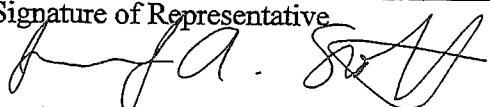
Jennifer A. Stoloff, PhD, Senior Research Scientist
Name and Title of User (typed or printed)

Econometrica, Inc.
Organization

7475 Wisconsin Ave, Suite 1000
Street Address

Bethesda, MD 20814
City State Zip Code

240-204-5159 jstoloff@econometrica.com
Office Telephone (include area code) Email Address (if applicable)

Signature of Representative 	Date 4/5/19
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