

RESOLUTION NO.

22-12

Series of 2022

**TITLE: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COLORADO DEPARTMENT OF REVENUE CONCERNING SALES TAX DATA**

WHEREAS, due to personnel changes, the Memorandum of Understand for Control of Confidential Data with the Colorado Department of Revenue approved by Resolution No. 21-36, Series 2021, is invalid and must be replaced.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby approves a new Memorandum of Understanding for Control of Confidential Data with the Colorado Department of Revenue in substantially the form attached hereto and authorizes the Mayor to execute the same on behalf of the Town.

INTRODUCED, READ and PASSED this 19 day of January, 2022.

TOWN OF HUDSON, COLORADO

  
Laura Hargis, Mayor

ATTEST:

  
Town Clerk



01/14/22

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## Memorandum of Understanding for Control of Confidential Data

Pursuant to § 29-2-106(4), C.R.S., and for the purpose of obtaining from the Colorado Department of Revenue ("Department"), confidential information concerning local sales taxes collected and administered by the Department on behalf of the city/county/special district (hereafter referred to as "Jurisdiction")

of Hudson appoints


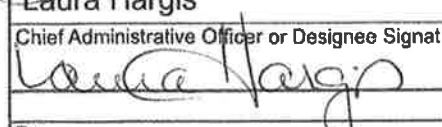
(Name) Jennifer Woods (Title) Interim Town Manager, an employee of the Jurisdiction, to receive this confidential information. The appointee, on behalf of the Jurisdiction and on his or her own behalf, hereby agrees as follows:

**A. Safeguarding Confidential Information:**

1. To store and maintain confidential information in a secure place, physically and/or electronically.
2. To keep adequate records of what confidential information is received and the disposition thereof.
3. To restrict access to such information to persons whose duties and responsibilities require such access, and to make certain that confidential information is not disclosed to unauthorized persons.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned Jurisdiction of the State of Colorado
5. To keep confidential the Jurisdiction's sales tax account number, user ID and computer password(s) issued by the Department, and to immediately provide written notification to the Department of any change in person designated in this Memorandum and/or the need for a new password for any reason.
6. To keep confidential the monthly report Web site address and the Department's local government support email address.
7. To allow the Department to review the adequacy of the safeguard measures established hereunder.
8. It is understood and agreed that if any of these safeguards are violated, the Department may refuse to furnish any additional information concerning the status of vendor's accounts and/or impose additional or alternative safeguard procedures. It is understood and agreed that violators of confidentiality statutes may be subject to criminal prosecution and removal from office.

**B. Maintaining Accurate Records:**

1. The Jurisdiction shall take an active role in identifying retailers within the boundaries, including, but not limited to, reviewing monthly Department Site and Open or Closed Accounts reports to determine whether retailers are incorrectly excluded or included in Department reports and timely advising the Department of annexations or other changes in the jurisdiction involving retailers.
2. The Jurisdiction shall contact said retailers who are not correctly identified in Department Site and Open or Closed Accounts reports to determine whether such retailers should be included or excluded on monthly reports.
3. The Jurisdiction shall timely notify the Department of corrected information or unresolved issues concerning said retailers.
4. The information obtained pursuant to this agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the undersigned jurisdiction of the State of Colorado.

Municipality or County of <b>Town of Hudson</b>	Date <b>01/12/2022</b>
Jurisdiction Mailing Address <b>PO Box 351, Hudson, CO 80642</b>	Appointee Phone Number <b>303-536-9311</b>
Appointee Name** <b>Jennifer Woods</b>	Title <b>Interim Town Manager</b>
Appointee Signature 	Appointee Email *** <b>jwoods@hudsoncolorado.org</b>
Name of Chief Administrative Officer or Designee* <b>Laura Hargis</b>	Title <b>Mayor</b>
Chief Administrative Officer or Designee Signature 	Chief Administrative Officer or Designee Email <b>lhargis@hudsoncolorado.org</b>
<b>Department of Revenue Approval</b>	
By	Title <b>Deputy Executive Director</b>

\* Signature of the chief administrative officer or his/her designee who has authority to enter into contractual agreements on behalf of the jurisdiction. The person signing should be someone other than the appointee.  
 \*\* I have read the Memorandum of Understanding on Control of Confidential Data as set forth above and I promise and agree to safeguard all confidential information received from the Department of Revenue under this agreement.  
 \*\*\* Notification of matters related to the Local Government Sales Tax Information System will be sent to this email address. The User ID and Password will also be sent to this email address.