

# WebEOC Government Entity User Agreement

Between

**WASHINGTON STATE MILITARY DEPARTMENT (MIL)**

and

**Community Transit (GOV User)**

This Government Entity User Agreement is entered into by and between the Washington State Military Department (MIL) and Community Transit (GOV User) to establish the use, content, and disclosure of documents/data to be shared on the WebEOC server that is maintained by MIL.

## A. KEY PERSONNEL

The individuals listed below shall be considered Key Personnel. The Key Personnel for each of the parties shall be the contact person for all communications regarding the performance of this Agreement. Any substitution of GOV User's Key Personnel must be made by written notification to MIL.

Government Entity User		Military Department	
Name	Jacob Peltier	Name	Debbie Bostwick
Title	Manager of Security & Emergency Management	Title	WebEOC Administrator
E-Mail	<a href="mailto:Jacob.Peltier@commtrans.org">Jacob.Peltier@commtrans.org</a>	E-Mail	debbie.bostwick@mil.wa.gov
Phone	425-438-6121	Phone	253-512-7020
Address	7100 Hardeson road Everett, WA 98203?	Address	Bldg 20, MS: TA-20 Camp Murray, WA 98430-5122

## B. DEFINITIONS

1. **Emergency Management Division (EMD) Director**: The Director of MIL's EMD, and sponsoring authority for WebEOC. The EMD Director or designee approves requests to become a WebEOC User and revokes such approval, if needed.
2. **Governmental Entity User (GOV User)**: A Washington state agency, local government or federal government entity, that has been authorized use of WebEOC by the EMD Director or designee.

The GOV User is solely responsible for its use and all information it enters, posts or maintains on WebEOC, and ensuring such information and use does not violate state or federal law. MIL does not monitor and is not responsible for such use or information entered, posted or maintained on WebEOC; however, all GOV User activity is subject to recording, copying review, and audit by MIL or an authorized designee for unauthorized or illegal activity, and compliance with applicable laws and regulations.

**5. Termination of Use**

MIL reserves the right to terminate use of the WebEOC system and the User account for any reason and at any time within its sole discretion, including, but not limited to, violations of law, this Agreement, operational security, or negligent or unauthorized use.

**6. Account Restrictions**

If the User or MIL determines that use of the WebEOC account violated a law, this Agreement, or operational security, or was for an unauthorized purpose, MIL and the User may agree the User can continue using WebEOC if the User restricts the individual(s) involved from accessing any of the User's account, investigates the violation or unauthorized use, and implements appropriate disciplinary actions, if applicable.

**7. Sanctions**

A violation of law, this Agreement, or operational security involving the use of WebEOC may result in termination of WebEOC access privileges and User Account, referral for appropriate disciplinary action (if applicable), and civil and criminal sanctions as allowed by law.

**8. User Accounts and Passwords**

Each User is assigned an appropriate number of accounts, usernames, and passwords to be used for authentication. Passwords must be kept secret. It is the User's responsibility to protect User passwords. The User will be held accountable for all activity under the User's accounts. If a User account is compromised, the User must report it to the WebEOC Administrator immediately.

**9. Report Security Violations**

If the User becomes aware of any violation of these requirements or suspects that the User's password(s) may have been compromised or acquired by a non-User, it is the User's responsibility to report that information immediately to the WebEOC Administrator.

**10. Period of Agreement**

This agreement shall remain in full force and effect so long as the User has access to or maintains records in the WebEOC server.

Users shall direct any questions regarding the proper operation or security of the WebEOC system to the WebEOC Administrator.

**GOV User's Authorized Representative:**

I have read and agree to the GOV User Agreement.

Organization/Entity: Community Transit

Print Name: Emmett Heath

Title: CEO


Signature:  Date: 7/28/2020 | 3:36 PM PDT

**Emergency Management Division Director or Designee:**

I have authorized the GOV User organization/entity named above to have one or more Washington State WebEOC Accounts.

Print Name: Robert Ezelle

Title: Director, Washington Emergency Management Division

Signature:  Date: 7/29/20

BOILERPLATE APPROVED AS TO FORM:

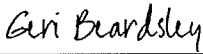
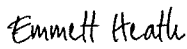
Dawn C. Cortez (signature on file 11/16/2016)  
Assistant Attorney General


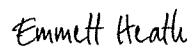
# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

NAME OF ORGANIZATION  Community Transit	DATE SUBMITTED  06/17/2020
PROJECT DESCRIPTION  WebEOC User Agreement	CONTRACT NUMBER  EOC20-001

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
<small>DocuSigned by:</small>  <small>59196C09C63C4B5...</small>	Geri Beardsley	Director of Administration
<small>DocuSigned by:</small>  <small>A02D4B07DF434B9...</small>	Emmett Heath	CEO

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
<small>DocuSigned by:</small>  <small>59196C09C63C4B5...</small>	Geri Beardsley	Director of Administration
<small>DocuSigned by:</small>  <small>A02D4B07DF434B9...</small>	Emmett Heath	CEO

3. **User**: A Washington state agency, local government, tribe, federal entity, or other entity that has been authorized use of WebEOC by the EMD Director or designee. This definition includes any person (e.g. employee, volunteer, other agencies' employees) the GOV User allows to use its WebEOC user accounts.
4. **User's Records**: Records that contain data or data that was entered by a User into the WebEOC server.
5. **WebEOC Administrator**: The position within the MIL responsible for the administration, training, and technical support of WebEOC. The WebEOC Administrator creates User accounts and grants data access permissions based on User credentials.
6. **WebEOC Coordinator**: Each User will designate a WebEOC Coordinator to provide local administrative and technical support. WebEOC Coordinators will serve as liaisons with the WebEOC Administrator.
7. **WebEOC Public Records Coordinator**: Each GOV User will designate a WebEOC Public Records Coordinator to accept and comply with the legal requirements of RCW 42.56, the Public Records Act (PRA) for any request received by MIL and sent to the WebEOC Public Records Coordinator for the GOV User's records contained in the WebEOC server.
8. **Tier I Service**: Access to all WebEOC Boards used in the State EOC.
9. **Tier II Service**: Access to all WebEOC Boards used in the State EOC, as well as the ability to use these Boards for local emergency management purposes only.
10. **Defense and Hold Harmless**: GOV User agrees that it will pay for the legal defense of MIL and assumes responsibility for any and all fees, costs, or penalties imposed against MIL in any disagreement, mediation, or litigation related to the User's search, redaction, withholding, or provision of records retained in the WebEOC server and includes any expenses related to responding to a third party request for an injunction relating to that GOV User's records. All costs, fees, penalties, and expenses will be shared pro rata with any other User whose records are involved in the same allegation or finding.

## C. CONDITIONS

As a condition of being approved as a WebEOC GOV User, the undersigned, as the GOV User's authorized representative, agrees to observe and strictly adhere to the following requirements:

### 1. Official Business Only

MIL maintains a crisis information management system, commonly referred to as WebEOC, available for use by Washington state agencies, local governments, tribes, private entities, and federal entities (Users), as a collaborative tool for managing and sharing emergency management information. The purpose of WebEOC is to provide a network platform for Users to post, receive, share, organize, process, and manage emergency and public safety information from and with the State Emergency Operations Center (EOC) for emergency management purposes authorized under RCW 38.52. No other use shall be permitted, and personal use is prohibited. Users shall have no expectation of privacy in the use of WebEOC.

## 2. Tiered Service

MIL offers tiered access to WebEOC. Please check the desired level of access below.

Tier I Service:

This level gives Users access to all WebEOC Boards used in the State EOC.

Tier II Service:

In addition to Tier I functionality, this level gives Users the ability to use all WebEOC Boards at the local level as well, for emergency management activities only.

## 3. Disclosure of Public Records–Defense and Hold Harmless

All information retained on the MIL's WebEOC server, including information about use of WebEOC or posted by a User onto the WebEOC server, is a public record subject to public disclosure under RCW 42.56, the Public Records Act (PRA).

1. For Tier I records, MIL will process all requests received for WebEOC records in accordance with MIL's Public Records Policy.
2. For Tier II Service, the GOV User agrees to designate a WebEOC Public Records Coordinator to accept and comply with the legal requirements of the PRA and this Agreement for any request received by MIL for the GOV User's records contained in the WebEOC server.
  - a. When MIL receives a public records request, subpoena, or other demand for records or data on the WebEOC server that was entered or created by the GOV User, MIL's Public Records Officer (PRO) will be responsible for responding to the requestor within five days of receipt of a request, and will coordinate the GOV User's response to the records request administratively only.
  - b. The GOV User agrees that its WebEOC Public Records Coordinator will accept a request for the GOV User's records from MIL's PRO and will appropriately search, retrieve, redact (if necessary), and supply all responsive records, along with preparation and provision of a complete exemption log, from the WebEOC server to MIL's PRO for provision to the requestor. The WebEOC Public Records Coordinator will inform MIL's PRO of the reasonable timeframe necessary to provide the records, supply records to MIL's PRO on a coordinated rolling basis and will meet all deadlines set for response to the requestor.
  - c. All liability for fees, penalties, and costs, including MIL's and the requestor's attorney's fees due to any finding of a violation of the PRA or any other legal requirement by the GOV User, shall be the responsibility of the GOV User, and the GOV User shall fully reimburse and hold MIL harmless for all such liability.
  - d. The Military Department agrees to be responsible for all liabilities based on its own acts, on a prorated basis.

## 4. Responsibility for and Audit of User Activities on WebEOC