
AGREEMENT FOR MUTUAL AID IN CYBERSECURITY SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____ 2024, by and between the County of Solano ("Solano") and the [City Name] ("City"). Solano and the City are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

RECITALS

WHEREAS, the Parties both utilize advanced information technology systems to conduct their governmental operations;

WHEREAS, the Parties recognize the importance of maintaining operational continuity and security of these systems against cyber threats;

WHEREAS, the Parties desire to provide each other with mutual aid in cybersecurity under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained herein, the Parties hereto agree to the following:

1. **Recitals.** The recitals set forth above are hereby incorporated by reference.
2. **Provision of Cybersecurity Services.**
 - In the event that either of the Parties experiences a cyber incident that impacts its information technology systems, the Party suffering such an incident ("Requesting Party") may request mutual aid in cybersecurity services from the other Party ("Responding Party"). This request may take the form of a telephone request or email from one Chief Information Security Officer (CISO) or their designee to the other. If such a request is made, the Responding Party will make its cybersecurity services available to the Requesting Party to the extent that it is able to do so without unduly interfering with the Responding Party's own operations.
 - The determination of what cybersecurity services may be made available to the Requesting Party without unduly interfering with Responding Party's operations shall be made at the sole and absolute discretion of the CIO or delegate of the Responding Party.
3. **Administrative Obligations of the Parties.**
 - The Parties will exchange their respective cybersecurity response plans as soon as practical after the effective date of this Agreement and then provide the other party with timely notice of any changes.
 - The Parties will verify that they have compatible cybersecurity systems and protocols.
 - Each Party will maintain an updated list of contacts and procedures for emergency communications.

- The Parties will each use best efforts maintain robust cybersecurity defenses as per industry standards and share insights on emerging threats and best practices.
4. **Authority to Utilize Resources.**
- The Responding Party has pre-approved authority to utilize staffing and budget resources within existing appropriations to aid the Requesting Party as stipulated in this Agreement.
5. **Indemnification.**
- Both Parties agree to indemnify, defend, and hold harmless the other, its governing body, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the cybersecurity services provided pursuant to this Agreement.
6. **Confidentiality**
- Each Party may disclose to the other or encounter certain non-public information or materials relating to a Party's mental health records, intellectual property of County/City vendors, business, marketing programs and efforts of County/City vendors, personally identifiable information of the County's/City's personnel and clients, and other confidential information and trade secrets ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving Party of this Agreement; (b) was previously known to the receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a Party hereto without reference to Confidential Information of the other Party; or (e) is required to be disclosed by law or pursuant to a subpoena or other similar order of any court or government agency, provided, however, that Party receiving such disclosure request, subpoena or order shall promptly inform the other Party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such law, subpoena or order. Except as expressly provided herein, the receiving Party will not use or disclose any Confidential Information of the disclosing Party without the disclosing Party's prior written consent, except disclosure to and subsequent uses by the receiving Party's employees or consultants on a need-to-know basis in providing services under this Agreement. The receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving Party uses to protect the receiving Party's own Confidential Information, and in no event less than reasonable care. Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.
7. **Notices.**

- Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail or email, addressed as follows:

TO SOLANO:

Name: Tim Flanagan

Title: Chief Information Security Officer

Address: 675 Texas Street, Suite 2600, Fairfield, CA 94533

Telephone: [Telephone Number]

Email: [Email Address]

TO [CITY NAME]:

Name: [Name]

Title: Chief Information Security Officer

Address: [Address]

Telephone: [Telephone Number]

Email: [Email Address]

8. Entire Understanding.

- This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

9. Amendment and Waiver.

- Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder.

10. Counterparts.

- This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement and all Attachments hereto as of the Effective Date.