

## **MULTI-JURISDICTION IT MUTUAL AID AGREEMENT**

THIS MULTI-JURISDICTION IT MUTUAL AID AGREEMENT (the “Agreement”) is entered and made effective as of February 24, 2025, by Bountiful City, Centerville City, Central Utah 911, Cottonwood Heights City, Davis County, Draper City, Duchesne County, Eagle Mountain City, North Ogden, Orem City, Payson City, Provo City, Riverton City, Salt Lake City, Salt Lake County, Sandy City, Saratoga Springs City, South Salt Lake City, Tooele City, Utah County, Wasatch County, Weber Area 911, Weber County, West Jordan City, West Valley City (collectively referred to as the “Parties” and each individually as a “Party”).

### **RECITALS**

- A. Each Party is a municipality or governmental entity in the State of Utah.
- B. Each Party has an information technology (IT) department, division, or function (IT Department) with equipment and personnel trained to provide information technology services in support of various government operations.
- C. Each Party has a Chief Information Officer (CIO), Director, Division Director, or other position who holds the role as head of IT operations (hereinafter “IT Leader”). Each respective IT Leader is trained in IT management practices and leads information technology services for their respective municipality or government organization.
- D. Each Party desires to cooperate with and assist the others in times of emergency including, but not limited to, cyber security events, natural disasters, or other events that impact the information technology services provided by the impacted government organization(s).
- E. The Parties wish to benefit all Parties and their respective government organizations, employees, residents, businesses, and invitees by entering into this Agreement that sets forth procedures regarding mutual aid, including the use of services and facilities among the Parties. The provision of these services is likely to take place both within and outside the normal geographical jurisdictional limits of each Party.
- F. The Parties also want to expand their training opportunities by training jointly with one or more Parties, or by offering or accepting the use of one or more Parties’ training facilities or instructors.
- G. The Parties intend by this Agreement to assist each other whenever possible, while allowing each Party the sole discretion to determine when its personnel, equipment, and/or facilities can be spared for assisting other Parties.
- H. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ACCURACY OF RECITALS. The Parties acknowledge and agree to the accuracy of the Recitals above, which are hereby incorporated as part of this Agreement.
2. DEFINITIONS.
  - a) **Emergency Incident**: any situation posing an immediate risk to health, life, property, or environment requiring urgent or emergency response, including, but not limited to, cyber security threats, natural disasters, acts of terrorism, or other events that impact the confidentiality, integrity, or availability of information systems or data.
  - b) **Incident Commander**: the individual authorized and responsible for the overall management of the Emergency Incident, including, but not limited to, coordinating resources, developing objectives, managing operations, and serving as the primary point of contact.
  - c) **Information Technology Services (“IT Services”)**: the various technological services and support provided, including, but not limited to, computer systems, software applications, network configurations, data management, and technical assistance, which are aimed at enhancing operational efficiency and communication within an organization.
  - d) **Mutual Aid**: the provision of personnel, equipment, services, and resources by one Party to another Party requesting such aid in times of an Emergency Incident.
  - e) **Requesting Party**: the party formally asking another party to provide Mutual Aid.
  - f) **Responding Party**: the party providing Mutual Aid.
3. PURPOSE. As outlined in the Recitals, the purpose of this Agreement is to promote the secure and reliable operation of technology services by each Party through mutual aid between and among the Parties. To achieve this purpose, the Parties agree to combine and share their collective capabilities and resources, subject to the sole discretion and election of each Party. Resources and services provided pursuant to this Agreement shall not be used to substitute for or supplement day-to-day full and continuing IT services within each Party’s own geographic area of jurisdiction.
4. OTHER AGREEMENTS. This Agreement is intended to be complementary and work in conjunction with any other interlocal or mutual aid agreements between or among Parties to this Agreement.
5. RELATIONSHIP OF PARTIES. Each Party acknowledges and agrees that no governmental or corporation or joint venture relationship is created by this Agreement. Furthermore, no Party shall be considered an agent of another Party. Rather, each Party maintains its separate and distinct governmental entity status.
6. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the receipt and sufficiency of which are acknowledged by the Parties by execution of this Agreement.
7. SERVICE AREA. The area to be served by this Agreement includes the collective service area of each Party, which may extend beyond a Party’s jurisdiction. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of aid beyond its

boundaries, and any aid provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

8. RESPONSE. In times of emergency, as outlined in Recital D, each Party agrees to provide its available personnel, equipment, and resources to assist and aid a Party requesting such Mutual Aid. The response and provision of Mutual Aid is subject to the discretion and determination of the Responding Party that it has personnel, equipment, services, and resources reasonably available to support its own needs and the Requesting Party's needs.
  - a. Process to Receive Mutual Aid: Requests for Mutual Aid will be made by the Requesting Party's IT Leader to the IT Leader(s) of Responding Party(ies). The request shall identify, as best as possible, the specific resources needed to deal with the Emergency Incident. Mutual aid will (absent special circumstances agreed upon at the time) be provided by responding parties without cost for the initial operational period up to 40 hours. The reimbursement of costs for mutual aid beyond this initial operational period will be subject to and based upon an agreement between the requesting Party and responding Party established at the time of the request, a previously established agreement for cost allocation and/or reimbursement, or a responding Party may bill the receiving Party within 60 days of the end of the incident and the Parties will then determine the appropriate cost reimbursement. If the incident involving mutual aid is one in which cost recovery from a third party is available, the Party in whose jurisdiction the incident occurs is strongly encouraged to invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response.
  - b. Minimum Standards for No-Charge Response: To qualify for the initial 40 hours of no-charge response, a Requesting Party must meet the following minimum standards:
    - i. Updated Disaster Recovery Plan: The Requesting Party must have an up-to-date disaster recovery plan that is reviewed and tested annually. This plan should include procedures for data backup and recovery, communication strategies, and resource allocation.
    - ii. Cybersecurity Program: The Requesting Party must have a cybersecurity program in place. This program should address the following areas:
      1. Risk Assessment: Regular risk assessments to identify and mitigate potential threats.
      2. Policies and Procedures: Established cybersecurity policies and procedures that align with an industry standard framework such as NIST.
      3. Training and Awareness: Ongoing cybersecurity training and awareness programs for all employees.
    - iii. Base Cybersecurity Tools: The Requesting Party must have the following base cybersecurity tools implemented and actively maintained:
      1. Endpoint Protection: Effective endpoint protection software implemented.
      2. Firewalls: Configured firewalls to protect the network from unauthorized access.

3. Multi-Factor Authentication (MFA): MFA implemented for access to critical systems and data.
4. Incident Response Plan: An incident response plan that is regularly tested and updated to handle potential cybersecurity incidents.
- iv. Compliance with Legal and Regulatory Requirements: The Requesting Party must be in compliance with all applicable local, state, and federal IT security regulations and standards.
- v. Regular Audits and Assessments: The Requesting Party must conduct regular audits and assessments of their IT infrastructure to ensure compliance with the above standards and identify areas for improvement.
- vi. Documentation and Reporting: The Requesting Party must maintain documentation of their compliance with these minimum standards and be prepared to provide such documentation upon request by any Responding Party.
- c. Verification of Compliance: The Responding Party reserves the right to verify the Requesting Party's compliance with the above minimum standards. This verification can include a review of documentation, policies, and procedures, as well as discussions with relevant IT personnel.
- d. Termination of Mutual Aid. Personnel, equipment, services, and resources from a Responding Party will be released or terminated by the Incident Commander when the mutual aid services of the Responding Party are no longer needed by the Requesting Party or upon notification that the personnel, equipment, services, and resources of the Responding Party are needed within its own jurisdictional area.
9. INCIDENT COMMAND. The Requesting Party's IT Department will initiate and maintain incident command, including the designation of an Incident Commander. As detailed in the definitions above, the Incident Commander will be responsible for managing all emergency response operations and resources at the scene of an emergency incident. Except for taking operational direction as part of incident command, the Responding Party's personnel, equipment, services, and resources will be operating as part of the Responding Party and not the Requesting Party receiving such mutual aid.
10. TRAINING. In addition to providing Mutual Aid in times of emergency, the Parties also agree to utilize mutual training opportunities and exercises. The Parties agree to equally share in the costs and expenses of such training, including rental space fees, guest lecturer or instructor fees, equipment rental fees, and other training resources.
11. EQUIPMENT AND FACILITY. From time to time a Party may agree to lend equipment or facility space to another Party for its temporary use. The borrowing Party will be responsible for the maintenance of and repair of damage to the equipment or facility while in its possession or use. Such obligation will not apply to major repairs that would ordinarily result from long-term use of the equipment or facility space unless such damage is specifically attributable to the use or misuse by the borrowing Party. The borrowing Party will be responsible for maintaining sufficient property damage and liability coverage on all borrowed equipment or facility space and its use of them will be subject to the indemnification provisions provided for in this Agreement.

12. RIGHT TO DECLINE REQUEST. Mutual Aid by a Responding Party under this Agreement will be made only when the absence of IT personnel and/or equipment, in the sole discretion of the Responding Party, will not jeopardize IT services or other governmental interests of the Responding Party.
13. INSURANCE. As required by law, each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement. Each Party will obtain independent insurance, become a member of an insurance risk pool or trust, or be self-insured to cover all costs of liabilities and defense. Such insurance coverage shall include, but is not limited to, coverage for negligence, including attorney fees and costs, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.
14. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.
15. CONFIDENTIALITY. The Responding Party agrees to hold in strict confidence any information obtained as a result of providing Mutual Aid under this Agreement. At no time shall the Responding Party disclose or release any information related to the Emergency Incident, except as required by law or with the express written consent of the Requesting Party. The Requesting Party retains sole responsibility for the communication and release of information related to the Emergency Incident. Parties agree to comply with all applicable state laws covering confidentiality, including but not limited to GRAMA, the Utah Protection of Personal Information Act, and other relevant privacy and cybersecurity regulations. This provision shall survive the termination of this Agreement.
16. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials, or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney fees. The terms of this paragraph will survive the termination of this Agreement.
17. REPRESENTATIONS AND WARRANTIES. Each Party hereby represents and warrants to the other Parties that it has all requisite power and authority to execute, deliver, and perform this

Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes each Party's respective legal, valid, and binding obligations, enforceable against the Party in accordance with its terms, except as the enforcement thereof may be limited by the legislature, court order, bankruptcy, insolvency, reorganization, or moratorium relating to or affecting the enforcement of rights under this Agreement, by general principles of equity, and, as to rights of indemnification, by principles of public policy.

18. TERM; EXECUTION; TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, July 1, 2024. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have similarly executed the Agreement. The failure of a Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it.

Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

19. ADDITIONAL PARTIES. After the execution of this Agreement, municipalities or other governmental entities that are not parties to this Agreement ("Applying Party"), but which have their own respective IT departments and seek to subsequently join in this IT Mutual Aid Agreement, may do so by providing request and notice to the Parties of this Agreement. The Applying Party shall submit a letter, in writing, to the IT Director of each Party requesting to be added to this Agreement. The letter shall identify specific personnel, equipment, and resources available to the Applying Party, including the contact information for the IT Director for the Applying Party. The Applying Party's letter shall also identify any known IT needs of the Applying Party.

Any objection to the Applying Party's request to be admitted as a Party to this Agreement, shall be made in writing by a Party's IT Director within sixty (60) days of receiving the request. If no Party's IT Director objects to the Applying Party's request within sixty (60) days of the request, the Applying Party may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the Applying Party will be bound by the terms and conditions of this Agreement.

If any IT Director objects, a simple majority of current Parties, by and through their respective IT Director, may agree to accept the requesting entity as a Party to this Agreement, subject to approval by the Applying Party's governing body and execution of this Agreement. Approval of the governing bodies of the current parties to the Agreement is not required for acceptance of any Applying Party to be an additional party to this Agreement.

20. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah. The Parties agree that litigation of disputes under this Agreement shall be conducted in the Fourth Judicial District Court of the State of Utah.

21. SEVERABILITY OF PROVISIONS. Each provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.
22. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.
23. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.
24. NON-ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers, or obligations under this Agreement, without written consent of each of the other Parties.
25. NOTICES. Except for “dispatching services” all notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party’s legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit A, their respective contact information, and such contact information will be applicable until modified in writing.
26. EXECUTION. This Agreement may be executed in multiple counterparts, including by facsimile or e-mail, each of which shall constitute an original instrument, but all of which shall constitute one and the same agreement. Counterparts of this Agreement or its signature page may be transmitted by electronic delivery. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and having their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit A.
27. ENTIRE AGREEMENT; NO WAIVER. This Agreement, including any exhibits and schedules hereto which are attached hereto and incorporated herein by this reference, embodies the entire agreement and understanding of the Parties, and this Agreement supersedes all prior agreements, representations, warranties, and understandings between or among the Parties with respect to such subject matter. This Agreement may not be amended, supplemented, or modified, except by a written agreement signed by all Parties.

No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

28. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

*[Remainder of page intentionally left blank.*

*Signature pages follow.]*



MULTI-JURISDICTION IT MUTUAL AID AGREEMENT

EXHIBIT “A”

PROVO CITY

Agreed this \_\_\_\_ day of \_\_\_\_\_, 2025 for Provo City.

PROVO CITY

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By: Michelle Kaufusi  
Provo City Mayor

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
City Recorder

Recordation Date

APPROVED AS TO FORM  
Provo City Attorney's Office

Date \_\_\_\_\_

Sign \_\_\_\_\_

Print name: \_\_\_\_\_

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