CITY COUNCIL
ATLANTA, GEORGIA

A RESOLUTION
BY TRANSPORTATION COMMITTEE

02-R-1386

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT WITH THE FEDERAL BUREAU OF INVESTIGATION (FBI), FOR THE CITY TO USE THE FBI'S INFRAGARD SYSTEM AND FOR OTHER PURPOSES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT AT NO COST TO THE CITY

WHEREAS, InfraGard is an information sharing cooperative undertaking between the FBI and an association of businesses, academic institutions, state and local law enforcement agencies, and other participants dedicated to increasing the security of the United States' critical Infrastructures;

WHEREAS, the InfraGard system requires an exchange of security information between Hartsfield Atlanta International Airport (the "Airport") and the FBI about threats to and actual attacks on the United States;

WHEREAS, the purpose and primary objective of InfraGard is to increase the security of the United States' national infrastructures through ongoing exchanges of information relevant to infrastructure protection and through education, outreach, and similar efforts increase awareness of infrastructure protection issues;

WHEREAS, the FBI will provide the City, at no cost all software necessary for the City to participate in the InfraGard system; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the FBI, which outlines the relationship between the entities and sets limits on future liabilities.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA GEORGIA, that the Mayor, or her designee be and is authorized to execute the InfraGard Agreement, on behalf of the City, with the FBI for participation in the InfraGard system at the Airport at no cost to the City, said Agreement being substantially similar to the draft agreement attached hereto as "Exhibit A".

A true copy,
Rhonda Daughtin Johnson
Municipal Clerk, CMC

ADOPTED by the Council SEP 03, 2002
APPROVED by the Mayor SEP 11, 2002

InfraGard

Membership Application
National By-Laws
Secure Access Agreement

INFRAGARD
MEMBERSHIP APPLICATION

Organization (Applicant) : City of Atlanta
(Name of company, academic institution, government agency, etc.)

Name: LaShonda Anderson-Love

Title: Information Technology Engineer (Webmaster)

Mailing Address: 6000 North Terminal Parkway

Atlanta, GA 30320

E-Mail Address: lashonda.love@atlanta-airport.com

Telephone Number: 404-209-4080ext. 259 Fax Number: 404-305-7969

Does the InfraGard Applicant intend to protect from public disclosure its relationship with InfraGard, and request that members of InfraGard protect from public disclosure the InfraGard Applicant's relationship with InfraGard to the full extent permitted by law?
Yes _____ No x

I affirm that the information I have provided herein is true, complete and correct to the best of my knowledge and belief. I have reviewed the InfraGard Code of Ethics on the reverse side of this Membership Application and I agree to abide by its covenants. Furthermore, my organization (identified above) supports the principles of InfraGard and my participation in this organization.

Signed: _____ Date: _____

Sponsor: _____

******* FOR INTERNAL USE *******

Membership Number Assigned: _____

Dues Paid for Year: _____ on Date: _____

InfraGard Chapter: _____

Sponsor's Membership Number: _____

INFRAGARD
CODE OF ETHICS

It is my responsibility to:

- Promote the protection and advancement of the critical infrastructure of the United States of America.
- Cooperate with others in the interchange of knowledge and ideas for mutual protection.
- Support the education of members and the general public to enhance their understanding of information security and national information infrastructure issues.
- Serve in the interests of InfraGard and the general public in a diligent, loyal, honest manner, and not knowingly be a party to any illegal or improper activities.
- Maintain the confidentiality, and prevent the use for competitive advantage at the expense of other members, of information obtained in the course of my involvement with InfraGard, which includes but is not limited to:
  - Information concerning the business of a fellow member or company.
  - Information identified as proprietary, confidential or sensitive.
- Abide by the National and Local Chapter InfraGard Bylaws.
- Protect and respect the privacy rights, civil rights, and physical and intellectual property rights of others.

INFRAGARD
NATIONAL BY-LAWS

Preamble

InfraGard is dedicated to increasing the security of the critical infrastructures of the United States of America. All InfraGard participants are committed to the proposition that a robust exchange of information about threats to and actual attacks on these infrastructures is an essential element to successful infrastructure protection efforts. The goal of InfraGard is to enable that information flow so that the owners and operators of infrastructures can better protect themselves and so that the United States government can better discharge its law enforcement and national security responsibilities.

Article I

Nature of InfraGard: InfraGard is a cooperative undertaking between the Federal Bureau of Investigation (hereinafter, the "FBI") and other non-FBI members (hereinafter, the "Membership"). The Membership includes an association of businesses, academic institutions, state and local law enforcement agencies, and other participants. All decisions made on behalf of InfraGard shall be by consensus between the FBI and the Membership. The FBI will be represented at the national level by the Director of the National Infrastructure Protection Center (or an FBI official designated by the NIPC Director) and at the local level by the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the local FBI field office (or an FBI official designated by the ADIC or SAC). The Membership will be represented at the national level by the National Executive Committee and at the local level by the Executive Committee of the local InfraGard chapter. These By-Laws are intended to cover actions and decisions made on behalf of InfraGard, or identified in some way with InfraGard (such as through the use of the InfraGard name). Nothing in them is intended to limit the ability of the FBI or any member of InfraGard to act outside of InfraGard. As used in this document "InfraGard" is understood to mean the FBI and the Membership acting in consensus at the national or local level.

Article II

Purpose and Objectives: The purpose and primary objective of InfraGard is to increase the security of the United States national infrastructures through ongoing exchanges of information relevant to infrastructure protection and through education, outreach, and similar efforts to increase awareness of infrastructure protection issues.

Article III

Membership: General membership shall be open to all parties interested in supporting the purposes and objectives of InfraGard as stated in this document and who meet such other qualifications as the InfraGard Membership shall establish. Membership will be considered without regard to race, religion, color, national origin, age, sex, sexual orientation, or disability. All members shall execute the "National Membership Application/Agreement" prior to admission. The InfraGard Membership may expel any member based on that member's violation of these By-Laws, the National Membership Application/Agreement, or any other duly enacted requirements of InfraGard. Additionally, the InfraGard Membership may exclude or expel from membership any organization, individual, or other entity whose past behavior or public statements create substantial doubt that the organization, individual, or entity in question would actually abide by the requirements of InfraGard membership if admitted. Membership does not entitle an InfraGard participant to obtain information from the FBI.

Article IV

Local Chapters: On the local level, InfraGard initially will be organized into 56 chapters (hereinafter "Local Chapters"), each associated with a field office of the FBI. The Membership of each Local Chapter will elect an Executive Committee, consisting of at least three members, with each member having one vote. The Executive Committee will be responsible for administration of the Local Chapter and for liaison with the FBI representative (who will attend all Executive Committee meetings). The Executive Committee may organize itself in whatever manner seems appropriate to the local circumstances, and may establish officers and subordinate committees as appropriate. In addition to electing the Executive Committee, the Local Chapter may choose to enact its own by-laws addressing matters of membership, administration, organization or other matters, so long as such by-laws are enacted by a two-thirds vote of the Local Chapter and are fully consistent with the National By-Laws, National Membership Agreement, and other duly enacted national requirements of InfraGard.

Article V

National Organization: InfraGard will hold an annual National Convention at which each Local Chapter will be represented. A majority of the total number of Local Chapters, each having one vote, shall constitute a quorum for the transaction of business of InfraGard at the national level. At the first National Convention, the Local Chapters will elect by simple majority a National Executive Committee consisting of seven members. The membership term on the National Executive Committee shall be two years and shall be staggered. To implement a staggered election cycle, three of the initial members of the National Executive Committee shall be elected to one year terms. The National Executive Committee will be responsible for administration of the Local Chapters and for liaison with the FBI national representative (who will attend all National Executive Committee meetings). The National Executive Committee shall, as needed, develop proposed national policy for InfraGard in response to proposals by Local Chapters or the FBI. The National Executive Committee will circulate any such proposed policy to the Local Chapters and shall enact such policy with the concurrence of the FBI and a majority of the Local Chapters. A majority of the National Executive Committee members shall constitute its quorum, and each member shall have one vote. Prior to the first National Convention, a Provisional National Executive Committee will serve, elected by the Indiana, Northern Ohio and Southern Ohio Local Chapters, acting pursuant to such by-laws as these Local Chapters adopt. At least two months prior to the annual National Convention, the [Provisional] National Executive Committee shall make nominations for election to it, with the slate of nominees being equal in number to the number of seats vacant or to be vacated at the end of the year. Members of the [Provisional] National Executive Committee may be nominated for reelection. The list of nominees shall be sent to each Local Chapter together with at least one month's notice of the annual National Convention. Further nominations in writing, signed by at least twenty InfraGard members or selected by any Local Chapter, shall be presented for election if received by the [Provisional] National Executive Committee ten days prior to the National Convention.

Article VI

New Local Chapters. Any grouping of the InfraGard Membership may request provisional recognition as a new Local Chapter through the National Executive Committee, which may approve such request with the concurrence of the FBI. A grouping of the InfraGard Membership obtaining provisional recognition as a Local Chapter shall be known as a "Provisional Chapter." At the National Convention, as its first order of business the Membership will recognize and approve Provisional Chapters through a simple majority vote, with each existing Local Chapter casting one vote. Provisional Chapters which are approved will be recognized as Local Chapters following the approval or denial of all Provisional Chapters existing at the time of the National Convention.

Article VII

Funding: Absent other arrangements, all participants in InfraGard will bear their own expenses. Local Chapters may, if they choose, enact membership dues or otherwise collect funds from the local Membership. Any funds so collected will be administered by the local Executive Committee in compliance with rules enacted by the Local Chapter for the proper handling of InfraGard funds. The National Executive Committee may also collect and administer funds if so authorized by a two-thirds vote of Local Chapters. All funds collected from the Membership will remain in the possession of the Membership and shall not be held, administered, or distributed by the FBI. No funds collected from the Membership shall be used to fund official FBI activities or otherwise augment the authorized budget of the FBI.

Article VIII

Statement of Ethics: All InfraGard participants will conduct themselves in compliance with all applicable federal, state, and local laws. InfraGard is committed to establishing an atmosphere of trust among its members. InfraGard participants will not betray that trust by engaging in illegal activity, by knowingly submitting false or misleading information to InfraGard, or by seeking some commercial or other advantage at the expense of other members through actions taken within InfraGard.

Article IX

Amendments: The National Executive Committee, the FBI, or any Local Chapter, can propose amendments to these National By-Laws. Such amendments will be considered at the National Convention and will be adopted with the concurrence of the FBI and a simple majority of the Local Chapters. The FBI will give the strongest consideration in favor of adopting any amendment proposed by the majority of Local Chapters.

INFRAGARD
SECURE ACCESS AGREEMENT

THIS AGREEMENT is entered into between: (entity name) City of Atlanta, having an office at Department of Law, 68 Mitchell Street, Suite 4100, City Hall Tower, Atlanta, Georgia 30303-3520 ("InfraGard Member"), and the Federal Bureau of Investigation ("FBI"), a bureau of the United States Department of Justice, having an office at _____.

WHEREAS, InfraGard is a cooperative undertaking between the FBI and an association of businesses, academic institutions, state and local law enforcement agencies, and other participants dedicated to increasing the security of United States critical infrastructures; **WHEREAS**, all InfraGard participants are committed to the proposition that a robust exchange of information about threats to and actual attacks on these critical infrastructures is an important element for successful infrastructure protection efforts; and **WHEREAS**, the goal of InfraGard is to enable that information flow so that the owners and operators of infrastructure assets can better protect themselves and so that the United States government can better discharge its law enforcement and national security responsibilities.

NOW, THEREFORE, as parties to this Agreement, the FBI and the InfraGard Member agree as follows:

InfraGard Member Participation

1. **InfraGard Secure Access Participation is Voluntary.** The InfraGard Member is participating in InfraGard voluntarily and is not obligated as a condition of participation or by this Agreement to disclose any information to the FBI or to any other InfraGard participant. The InfraGard Member agrees to act consistent with the InfraGard National By-Laws, as may be amended from time to time, as well as any other duly enacted national requirements of InfraGard.

2. **InfraGard Information is Submitted in Good Faith, but Otherwise is Without Warranty.** In order to encourage the timely dissemination of information, the InfraGard Member undertakes no duty as a condition of participation in InfraGard to evaluate or verify information submitted to the FBI or to any other InfraGard participant, nor is any such duty imposed by this Agreement. Nothing contained in this Agreement shall constitute any representation or warranty, express or implied, by the InfraGard Member with respect to the accuracy, completeness, or usefulness of any information; or to the legitimate, or non-infringing, ownership of the information by the InfraGard Member as against the patent, copyright, or other property rights of third parties. The InfraGard Member agrees that it will not submit information which it knows at the time of submission to be false and that it will submit information only in good faith to further InfraGard's stated purposes. The InfraGard Member further agrees that InfraGard is not to be commercially exploited as a forum to market products or services.

3. **InfraGard Information is Received Without Expectation of Warranty.** The InfraGard Member acknowledges and agrees that information submitted by other InfraGard participants, and FBI alerts, website postings, or other InfraGard-related communications, may be unevaluated and unverified, and that to the same extent as provided in Paragraph 2 above, no such information, alerts, postings, or communications shall constitute any representation or warranty. The InfraGard Member acknowledges and agrees that it must use its own judgment in assessing the nature and accuracy of all InfraGard-related information, and that the InfraGard Member is solely responsible and assumes all risk for taking, or not taking, any action based on such information.

4. **InfraGard Information May Not Be Generally Disclosed.** The InfraGard Member agrees that it will not disclose any information learned or obtained through InfraGard other than to another InfraGard participant that has executed an agreement substantially similar to this Agreement, unless such information has been expressly designated for public disclosure. This restriction applies against disclosures to any third parties as well as to any agent, representative, contractor, subcontractor, consultant, advisor or other individual or entity affiliated with the InfraGard Member, unless such individual or entity has executed or is otherwise bound by an agreement substantially similar to this Agreement. In furtherance of preventing the general disclosure of information learned or obtained through InfraGard, the InfraGard Member also agrees to exercise due care in disseminating among its own employees any information learned or obtained through InfraGard that has not been designated for public disclosure ("Secure Information"). Among its own employees, the InfraGard Member agrees that it will disclose Secure Information only to the extent an individual requires access to that information for security or systems administration purposes, and only after advising the employee of the terms of this Agreement and the requirement that the employee comply with this Agreement. The InfraGard Member further agrees to maintain a list, legible and kept current, bearing the names of each employee having access to any Secure Information over the prior 12 months, and to provide that list to the FBI should it so request. Nothing in this Agreement is meant to prohibit the InfraGard Member from using Secure Information to benefit the security or systems administration of a third party that has not executed an agreement substantially similar to this Agreement, provided that in doing so the InfraGard Member does not disclose the substantive content of the Secure Information.

Protection of Proprietary Information

5. **Proprietary Information Defined.** As used herein, "proprietary information" means any closely-held data or information not generally available to the public which is in the possession of the InfraGard Member and relates to, but is not limited to, products, methods, skills or operations developed or employed by the InfraGard Member, or privileged or confidential commercial or financial information of the InfraGard Member, which is disclosed to the FBI hereunder, and which the InfraGard Member desires to protect against unrestricted disclosure or competitive use or exploitation.

6. **It is the InfraGard Member's Responsibility to Identify Proprietary Information.** Information which is to be protected hereunder as proprietary information shall (a) if in writing or other tangible form, be conspicuously labeled at the time of delivery as "Proprietary" or "Confidential," together with the InfraGard Member's name. Such legend shall appear conspicuously on each page of any document, material, or information containing any form of proprietary information, and any page not so marked shall be held to contain no proprietary information of any kind, unless prior to disclosure of particular documents, materials, or information the parties agree in writing that all information contained therein is proprietary information; and (b) if oral or in any other intangible form, be identified as proprietary information prior to disclosure, be reduced to writing by the InfraGard Member, and be labeled as indicated in "(a)" above within fifteen (15) business days after its disclosure. Any information not so identified shall be held to contain no proprietary information of any kind.

7. **The InfraGard Member Specifically May Designate Information For Further Disclosure.** In order to facilitate the dissemination of information to other interested persons or entities, the InfraGard Member may designate any or all of the information it submits to the FBI as "Public Information." By so designating submitted information, the InfraGard Member expressly waives any and all claims that the information, as submitted, is proprietary information and consents to its further release in furtherance of InfraGard's aims. The InfraGard Member also may designate any or all of the information it submits to the FBI as "Secure Information," with the intent that such information be limited in its disclosure to other InfraGard participants who have executed an agreement substantially similar to this Agreement.

8. **The InfraGard Member May Correct Inadvertent Failures to Identify Proprietary Information**. The InfraGard Member shall have the right to correct any inadvertent failure to designate information as proprietary information by written notification to the FBI. The FBI will then treat such information as proprietary information. Written confirmation of the proprietary nature of a prior disclosure shall indicate the date of disclosure, identify the persons privy to the initial disclosure, and append a summary or copy of the proprietary information disclosed.

9. **Proprietary Information Disclosed to the FBI Under a Prior Non-Disclosure Agreement Retains Its Proprietary Status**. Information disclosed by the InfraGard Member to the FBI prior to the effective date of this Agreement pursuant to the terms of a prior non-disclosure or similar agreement between the parties, the disclosure of which information (whether termed confidential, proprietary, or the like) was restricted under such agreement, shall retain that status and shall be treated as proprietary information by the FBI under the terms of this Agreement without further action on the part of the InfraGard Member.

10. **Disclosure of Proprietary Information to the FBI Confers Upon the FBI Only Limited Rights**. This Agreement shall not be construed as conferring upon the FBI any rights or license in any proprietary information disclosed to the FBI, except the limited right to use such information for the purpose of furthering InfraGard's aims and the FBI's law enforcement and national security responsibilities. No disclosure to the FBI of any proprietary information hereunder shall be construed to be a public disclosure of such proprietary information by the InfraGard Member for any purpose whatsoever.

11. **The FBI Will Exercise Care to Protect Proprietary Information**. The FBI agrees to use the same degree of care in protecting proprietary information received under this Agreement as it exercises in respect of its own sensitive information. The FBI agrees to restrict access to proprietary information received under this Agreement to only those United States government officers, employees, detailees, agents, representatives, task force members, contractors, subcontractors, consultants, or advisors with a "need to know" such information, and other state or local law enforcement officials with a need to know such information in the performance of official responsibilities compatible with InfraGard's aims. The FBI agrees that anyone it gives access to information will be informed of the terms of this Agreement and required to comply with this Agreement. The FBI further agrees, to the extent allowed by law, that proprietary information received hereunder shall be protected from mandatory agency disclosure under Section 552(b)(4) ("Exemption 4") of Title 5, United States Code (U.S.C.), the Freedom of Information Act ("FOIA"), and from publication, divulgence, or release in any other manner pursuant to the prohibitions of the Trade Secrets Act, 18 U.S.C. Section 1905.

12. **Proprietary Information Exceptions.** Notwithstanding any other provisions in this Agreement, the obligations of the FBI with respect to proprietary information shall not apply to any information which,

a. prior to the date of this Agreement was in the possession of the FBI free of any nondisclosure obligation;

b. is or becomes publicly available other than by unauthorized disclosure or is lawfully obtained from a third party by the FBI without obligation of protection;

c. is independently developed by the FBI without reference to proprietary information received hereunder;

d. is disclosed without similar restrictions to a third party by the InfraGard Member;

e. has been sanitized by the FBI so as to remove any reasonable likelihood of being linked to the InfraGard Member or used to the InfraGard Member's financial or competitive disadvantage;

f. is identified in writing by the InfraGard Member as no longer proprietary;

g. is identified in writing by the InfraGard Member for disclosure;

h. is requested by either House of Congress or, to the extent of matter within its jurisdiction, by any committee or subcommittee thereof, any joint committee of Congress, or subcommittee of any such joint committee;

i. is required to be disclosed pursuant to a valid order of a court of competent jurisdiction; provided, however, the FBI shall have first given notice to the InfraGard Member and made a reasonable effort to obtain a protective order for proprietary information not designated for disclosure to other InfraGard participants; or,

j. is required to be disclosed to any government agency or as otherwise required to be disclosed by law, provided that before making such disclosures, the FBI shall give the InfraGard Member an adequate opportunity to interpose an objection or take action to secure confidential handling of proprietary information not designated for disclosure to other InfraGard participants.

13. **The InfraGard Member Will Not Seek or Misuse Any Other Participant's Proprietary Information Without Consent**. The InfraGard Member acknowledges and agrees that it shall not seek from the FBI, under FOIA or otherwise, proprietary information provided to the FBI by any other InfraGard participant having executed an agreement substantially similar to this Agreement. The InfraGard Member further agrees that it will not use any Secure Information for competitive advantage against another InfraGard participant. Notwithstanding any other provisions in this Agreement, the obligations of the InfraGard Member with respect to Secure Information shall not apply to any information which,

a. prior to the date of this Agreement was in the possession of the InfraGard Member free of any nondisclosure obligation;

b. is or becomes publicly available other than by unauthorized disclosure, or is lawfully obtained from a third party by the InfraGard Member without obligation of protection;

c. is independently developed by the InfraGard Member without reference to any Secure Information received hereunder;

d. is disclosed by the originator of the Secure Information, to a third party, without restrictions similar to those imposed under this Agreement;

e. is requested by either House of Congress or, to the extent of matters within its jurisdiction, by any committee or subcommittee thereof, any joint committee of Congress, or subcommittee of any such joint committee;

f. is required to be disclosed pursuant to a valid order of a court of competent jurisdiction; or,

g. is required to be disclosed to any government agency or is otherwise required to be disclosed by law.

FBI Use of Information

14. **The FBI May Use for Official Purposes Any Information Disclosed By the InfraGard Member**. The InfraGard Member acknowledges and agrees that nothing in this Agreement shall preclude the FBI in its sole discretion from using or providing access to any information the FBI receives, whether or not it is proprietary, for national security or law enforcement purposes or to respond to a Congressional order.

15. **FBI Dissemination and Use of Information is Not Mandatory**. Neither the FBI's participation in InfraGard nor anything contained in this Agreement shall be deemed to impose any duty on the FBI, and the FBI assumes no duty, to disseminate, act upon, or fail to take actions based upon, information reported to the FBI. The InfraGard Member acknowledges and agrees that, consistent with the terms of this Agreement pertaining to the use of proprietary information, the FBI may in its sole discretion expedite, delay, edit, restrict, terminate or forego dissemination of information, or act or fail to act upon its receipt of information, in any particular case and with respect to any particular InfraGard participant.

Encryption

16. **E-Mail Communications with the FBI Will Follow Encryption Procedures.** The parties acknowledge and agree that all InfraGard communications to and from the FBI via electronic mail (e-mail) will be encrypted utilizing encryption software and procedures to be identified by the FBI. The encryption software will contain a key recovery component, the key recovery agent and key recovery procedures will be as prescribed by the FBI, and any key recoveries will be coordinated with the FBI.

17. **The InfraGard Member Has Certain Encryption Software Obligations**. The InfraGard Member is responsible for the proper use (including conformance with any applicable license), care, security, and protection of any encryption software provided by the FBI to the InfraGard Member or to any person or entity by reason of the InfraGard Member's sponsorship. The InfraGard Member will return any such software to the FBI upon termination of InfraGard participation by the InfraGard Member (or by any person who has received individualized software from the FBI by reason of the InfraGard Member's sponsorship) or immediately upon demand by the FBI. The InfraGard Member will immediately notify the FBI of any potential compromise of this software. The InfraGard Member understands that encryption software is restricted from export. The FBI may require the execution of a separate use/custody agreement by each person or entity who receives encryption software from the FBI for InfraGard purposes.

Covenants Not to Sue

18. **Covenant Not to Sue Other InfraGard Participants.** For itself and for its representatives, successors, and assigns, the InfraGard Member agrees that it will never institute, initiate, prosecute, or in any way aid in any demand, action, suit, or other claim, legal or otherwise, against any other InfraGard participant having executed an agreement substantially similar to this Agreement, or the officers, directors, employees, agents, representatives, contractors/subcontractors, consultants, advisors, or successors thereof, on account of any damage, loss, injury, or expectation, developed or undeveloped, known or unknown, past, present, or future, arising from, in connection with, or in any way pertaining to the reporting, non-reporting, or use of information providing that such reporting, non-reporting, or use of information is in accordance with this Agreement. The InfraGard Member further expressly agrees, to the extent permitted by relevant state or federal law, to hold harmless and indemnify the same against loss from any and all claims that may hereafter be brought against the same by the InfraGard Member, or by anyone in its behalf, arising out of the reporting, non-reporting, or use of information providing that such reporting, non-reporting, or use of information is in accordance with this Agreement.

19. **Covenant Not to Sue the United States.** For itself and for its representatives, successors, and assigns, the InfraGard Member agrees that it will never institute, initiate, prosecute, or in any way aid in any demand, action, suit, or other claim, legal or otherwise, against the FBI, the Department of Justice, the United States or other agencies thereof, or the officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors thereof, on account of any damage, loss, injury, or expectation, developed or undeveloped, known or unknown, past, present, or future, arising from, in connection with, or in any way pertaining to the reporting, non-reporting, or use of information providing that such reporting, non-reporting, or use of information is in accordance with this Agreement, and the InfraGard Member further expressly agrees, to the extent permitted by relevant state or federal law, to hold harmless and indemnify the same against loss from any and all claims that may hereafter be brought against the same by the InfraGard Member, or by anyone in its behalf, arising out of the reporting, non-reporting, or use of information providing that such reporting, non-reporting, or use of information is in accordance with this Agreement.

Miscellaneous Provisions

20. **InfraGard References Do Not Constitute an Endorsement by the United States.** Reference by the FBI in any alert, website postings, reports, or other InfraGard-related communications to any specific commercial entity, products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors of materials distributed by the FBI, including but not limited to materials which may be available on an InfraGard website, do not necessarily state or reflect those of the United States Government or any agency thereof. The InfraGard Member further acknowledges and agrees that neither this Agreement, nor participation in InfraGard by the InfraGard Member or by the FBI, in any way alters or effects the law and regulations (including but not limited to those codified at 18 U.S.C. §§ 701, 709) concerning the use of the FBI's emblems, insignia, names, badges and identification cards. The InfraGard Member, whether speaking on its own behalf, on behalf of InfraGard, or otherwise, shall not make any statement intended to express, suggest or imply the views or opinions of the FBI, the United States or any agency thereof.

21. **The InfraGard Member and the FBI Will Designate Representatives.** Each party shall designate one individual as the InfraGard Representative for representing that party in regard to InfraGard-related matters, including attendance at InfraGard meetings. (This does not preclude a party from also designating additional individuals to participate in InfraGard activities as appropriate.) Each party shall immediately notify the other upon its termination of any previous designation, and may change its InfraGard Representative (or other designated participants) by notifying the other party of such change. Any notice(s) required or permitted under this Agreement shall be made in writing, and shall be deemed to have been properly tendered upon delivery by hand or by registered mail to the designated InfraGard Representative of a party to the address for the receiving party set forth on page one of this Agreement.

22. **This Agreement Cannot Be Assigned.** This Agreement and any and all of the rights and obligations of the parties hereunder shall not be assigned, delegated, sold, transferred, licensed or otherwise disposed of, by operation of law or otherwise, without the prior written consent of the other party.

23. **This Agreement Creates No Implied Rights For Third Parties.** Except as otherwise expressly provided herein, this Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the FBI, the Department of Justice, the United States, or the InfraGard Member, or the officers, directors, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

24. **Costs**. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this Agreement. Expenditures by the FBI will be subject to federal budgetary processes and availability of funds pursuant to applicable laws and regulations.

25. **Federal Law Controls.** This Agreement shall be governed by federal law.

26. **No Oral or Implied Waivers.** No provision of this Agreement shall be deemed waived nor any breach excused, unless such waiver or consent is received in writing and signed by a duly authorized representative of the party claimed to have waived or consented. No consent to or waiver of a breach by another party shall be construed as consent to or waiver of any other breach.

27. **Provisions Severable.** If any provision of this Agreement or its application, in whole or in part, to any party shall be found to be unenforceable by a court of competent jurisdiction, such unenforceable provision or part thereof shall be severable, and the remainder of this Agreement shall remain in full force and effect.

28. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. The numbering and labeling of the paragraphs in this Agreement are for identification purposes only and do not constitute any part of the agreement between the parties. This Agreement supersedes all prior and contemporaneous agreements and representations, whether oral or in writing, between the parties with respect to its subject matter. This Agreement may not be modified except by a writing signed by both parties.

29. **Effective Date/Termination.** This Agreement shall become effective when signed by the duly authorized representatives of both parties, and shall remain in effect until terminated in writing by a party's authorized representative upon notice to the other party of not less than thirty (30) days. As to information conveyed pursuant to this Agreement, the rights, obligations, and understandings with respect to the disclosure and use of such information shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by the signatures of the duly authorized representative of each on the dates indicated.

InfraGard Member: Entity Name: City of Atlanta

Does the InfraGard Member intend to protect from public disclosure its relationship with InfraGard and request that the FBI protect from public disclosure the InfraGard Member's relationship with InfraGard to the full extent permitted by law? Yes _____ No x

Designated Representative: (under paragraph 21 herein)
Name: LaShonda Anderson-Love
Title: (Webmaster) Information Technology Engineer

Authorized Binding Official(s):
Name(s): Shirley Franklin
Title(s): Mayor
Signature(s): _____
Witness Name: _____
Witness Title: _____
Witness Signature: _____
Date: _____

Note: The above section must be executed by the official(s) with the authority to legally bind the InfraGard Member, with such formality as may be necessary. The Witness must be another InfraGard Member employee or partner, unless the InfraGard Member does not consist of two or more employees or partners.

Federal Bureau of Investigation

Designated Representative: (under paragraph 21 herein)
Name: _____
Title: _____

Authorized Binding Official:
Name: _____
Title: _____
Signature: _____
Witness Name: _____
Witness Title: _____
Witness Signature: _____
Date: _____

Note: The above section must be executed at the level of Special Agent in Charge or higher. The Witness should be Chief Division Counsel.

INFRAGARD SECURE ACCESS AGREEMENT
DESIGNATED REPRESENTATIVE INFORMATION

I, (Mr/Ms) _____,

have been named the Designated Representative under paragraph 21 of the Secure Access Agreement entered into between the FBI and (entity name) _____

_____ (hereafter the "InfraGard Member").

In order to assist the FBI in its determination of whether and to what extent I, on behalf of the InfraGard Member, may have access to Secure Information under the Secure Access Agreement, I am voluntarily providing all or some of the information listed below. The FBI requests the voluntary submission of this information pursuant to the authorities granted in Title 28, Code of Federal Regulations, Sections 0.85(d), (l) and Presidential Decision Directive 63 of May 22, 1998.

To promote the goals of InfraGard, the FBI will use this information to conduct records checks specifically related to my ability to protect national infrastructure information. The FBI will conduct records checks to determine, for example, if I have promoted or engaged in any acts of terrorism, economic or political espionage, the criminal misuse of computer or telecommunications systems, or the misuse of classified information. The information I provide to the FBI, as with other FBI agency records, will be protected and used in accordance with the Privacy Act, 5 United States Code § 552a, and the FBI's routine uses published in the Federal Register pursuant to the Privacy Act.

In the event the FBI initially determines that I should not be allowed access to Secure Information, the FBI will notify me in writing at the address listed below or as otherwise indicated by me below (or, if no address is provided, at my place of business). Under the Privacy Act, I may have the right to seek access to or amendment of the record or records that formed the basis of the FBI's initial determination.

I understand that I am not required to provide this information; however, failing to provide any or all of this information may result in the inability of the FBI to conduct the records checks necessary to allow my access to certain InfraGard information.

SIGNATURE: _____

Permanent Residence: _____

_____

Local Residence (if different from above): _____

_____

Date and Place of Birth: _____

Social Security Number: _____

Security Clearance, if any: _____

Mother's Maiden Name (for Help Desk support): _____

Web Site Survey

The InfraGard web site administrator has requested that this configuration and equipment survey be made available for InfraGard Members. It is not required that the information is furnished, but the member's system information would be desirable in planning additional web page features.

Hardware/OC Configuration

Maker

[] Apple
[] Compaq
[x] Dell
[] Fujitsu
[] Gateway
[] HP
[] IBM
[] Micron
[] Packard Bell
[] PC Clone
[] Toshiba
[] Other _____

CPU/Speed

[] Pentium/90
[] Pentium/100
[] Pentium/133
[] Pentium/200
[] Pentium/233
[] Pentium/300
[] Pentium/333
[] Pentium/350
[x] Pentium/400
[] Pentium/450
[] Motorola
[] Other _____

Memory

[] 16 MB
[] 32 MB
[] 48 MB
[] 64 MB
[] 128 MB
[] Other 1Gig

Modem Speed

[] 28800 baud
[] 33600 baud
[] 56000 baud
[] ISDN
[x] Other

CD ROM Drive Available

[x] Yes
[] No

Existing Internet Browser

[x] Yes
[] No

[x] Microsoft Internet Explorer Version 6.0.2600 lq 319182
[] Netscape Navigator/Communicator Version _____

Minimum Requirements

(These minimum requirements may not allow for access to all functions, i.e., video)

Processor: Pentium 90
Memory: 16 MB RAM
Modem: 28.8 bps

RCS# 3953
9/03/02
1:47 PM

Atlanta City Council

Regular Session

CONSENT I Pgs. 1-14; Except 02-R-1137; 02-R-1458

ADOPT

YEAS:	14
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	1
EXCUSED:	0
ABSENT	1

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
B Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

CONSENT I

		09/03/02 Council Meeting
ITEMS ADOPTED ON CONSENT AGENDA		**ITEMS ADVERSED ON CONSENT AGENDA**
1. 02-O-1455	43. 02-R-1492	59. 02-R-1418
2. 02-O-1456	44. 02-R-1347	60. 02-R-1419
3. 02-O-1457	45. 02-R-1461	61. 02-R-1420
4. 02-O-1460	46. 02-R-1462	62. 02-R-1421
5. 02-O-1454	47. 02-R-1471	63. 02-R-1422
6. 02-O-1336	48. 02-R-1484	64. 02-R-1423
7. 02-O-1337	49. 02-R-1486	65. 02-R-1424
8. 02-O-1339	50. 02-R-1363	66. 02-R-1425
9. 02-O-1340	51. 02-R-1364	67. 02-R-1426
10. 02-O-1341	52. 02-R-1365	68. 02-R-1427
11. 02-O-1342	53. 02-R-1412	69. 02-R-1428
12. 02-O-1343	54. 02-R-1413	70. 02-R-1429
13. 02-O-1226	55. 02-R-1414	71. 02-R-1430
14. 02-O-1446	56. 02-R-1415	72. 02-R-1431
15. 02-O-1465	57. 02-R-1416	73. 02-R-1432
16. 02-R-1370	58. 02-R-1417	74. 02-R-1433
17. 02-R-1371		75. 02-R-1434
18. 02-R-1372		76. 02-R-1435
19. 02-R-1373		77. 02-R-1436
20. 02-R-1374		78. 02-R-1437
21. 02-R-1375		79. 02-R-1438
22. 02-R-1376		
23. 02-R-1378		
24. 02-R-1379		
25. 02-R-1380		
26. 02-R-1392		
27. 02-R-1468		
28. 02-R-1480		
29. 02-R-1481		
30. 02-R-1482		
31. 02-R-1483		
32. 02-R-1385		
33. 02-R-1479		
34. 02-R-1369		
35. 02-R-1439		
36. 02-R-1440		
37. 02-R-1495		
38. 02-R-1500		
39. 02-R-1501		
40. 02-R-1386		
41. 02-R-1388		
42. 02-R-1491		

1st Consent I Vote: 14Yeas; 0 Nays (See RCS #3953)
Items Removed from Consent: 02-R-1137; 02-R-1458

02- R -1386

(Do Not Write Above This Line)

A RESOLUTION

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT WITH THE FEDERAL BUREAU OF INVESTIGATION (FBI), FOR THE CITY TO USE THE FBI'S INFRAGARD SYSTEM AND FOR OTHER PURPOSES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT AT NO COST TO THE CITY

APPROVED BY:

Roscelin Rubens Newell

ROSALIND RUBENS NEWELL
INTERIM CITY ATTORNEY

ADOPTED BY

SEP 03 2002

COUNCIL

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred to

Committee	Committee
TRANSPORTATION	
Date	Date
8/28/02	
Chair	Chair
Action:	Action:
Fav, Adv, Hold (see rev. side)	Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Carla Smith	
C.T. Martin	
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action:	Action:
Fav, Adv, Hold (see rev. side)	Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

☐2nd ☐1st & 2nd Readings ☐3rd

☑Consent ☐V Vote ☑RC Vote

CERTIFIED

CERTIFIED

SEP 03 2002

ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED

SEP 03 2002

Florence Dauphin Johnson

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

SEP 11 2002

MAYOR