
CITY OF ANAHEIM PUBLIC UTILITIES DEPARTMENT ORDER

172 – RELEASE OF CRITICAL INFRASTRUCTURE INFORMATION

I. BACKGROUND

Department Order (DO) 172 establishes the Public Utilities Department (Department) policy and procedure for the release of critical infrastructure information regarding City of Anaheim electric and water infrastructure in response to requests, including requests from City of Anaheim (City) employees, other public entities, utility companies, contractors, consultants, and members of the general public.

In the course of doing business, the City of Anaheim may receive formal or informal requests from City employees, other public entities, utility companies, contractors, and consultants who are working for and on behalf of the City or in conjunction with the City on various projects. Further, formal public records requests may be received from members of the general public. Informal or formal public records requests may be made to obtain information, including maps and plans, relating to specific infrastructure and/or components such as details of electric substations, underground vaults and transformers, electric inventory maps, electric circuits, underground electric and water facilities, water wells, pump stations, water storage tanks, water treatment plant, electric and water system connections to public facilities or venues, and other infrastructure maps of a specific or general nature.

It is the policy of the Public Utilities Department to fully comply with all provisions of the California Public Records Act (Act) by making public the records of the business of the City of Anaheim, except where the City shall justify withholding any record by demonstrating that the record in question is exempt under express provisions of the Act, or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

II. APPLICABLE REGULATIONS

Department Order 172 complies with the City of Anaheim, State of California, and Federal rules, regulations, and practices regarding the release of critical infrastructure information, which includes but is not limited to:

- Anaheim Administrative Regulation 145 - Response to Subpoenas
- Anaheim Administrative Regulation 148 - Public Records Requests
- Anaheim Municipal Code Chapter 1.10 – Records Management
- California Government Code Sections 6200-6203 – Crimes Relating to Public Records, Documents and Certificates
- California Government Code Section 6204 - Public Records Protection and Recovery
- California Government Code Sections 6250-6276 – California Public Records Act
- Federal Energy Regulatory Commission (FERC), Order Nos. 630, 683, 702
- C.F.R. § 388.113(c)(2)
- Environmental Protection Agency Office of Ground Water and Drinking Water – “*What Drinking Water Utilities Can Do Now to Guard Against Terrorist and Security Threats?*”, October 2001
- California Water Code Section 13752

III. STEP-BY-STEP PROCEDURE

A. Definitions

1. Records - include any writing containing information relating to the conduct of the City's business that is prepared, owned, used, or retained by the Department regardless of physical form or characteristics, including but not limited to all paper documents, handwriting, typewriting, printing, photocopies, drawings, maps, exhibits, photographs, computerized data, electronic mail (e-mails), telephone voice messages, sounds, audio and video tapes, magnetic recording, film, compact disks, microforms, microfilm, optical disks, print, and all electronic documents, digitally scanned images, digital documents and other digital representations, and every other means of recording upon any form of communication or representation, and other documents.
2. Critical Infrastructure (CI) – Existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic interest, public health or safety, or any combination of those matters. Even though a project may be small, destruction of the project could have serious consequences, particularly where it is a part of a larger overall system, such as access points to the electric and water distribution system. Computer systems that control or are part of critical infrastructure are included.
3. Critical Infrastructure Information (CII) – Includes but is not limited to any and all records that may refer to Critical Infrastructure Information as defined in this DO. (Refer to Attachments A and B for a representative listing of the same.)
4. CII Received from Third Parties - Information received from third parties from whom the City of Anaheim has obtained it or has access to such third party CII by reason of a non-disclosure or confidentiality agreement (e.g., GIS data received from the Orange County Assessor's files, data from other utilities).

B. Roles and Responsibilities

1. General Manager responsibility
 - a. Act as designated legal custodian of all Department records, including all CII.
 - b. Designate the Enterprise Administrative Services Manager as the responsible CII Coordinator for the Department.
 - d. Designate alternates who may act as the backup to the CII Coordinator to include the Records & Information Manager and the Records Management Assistant.
2. Assistant General Managers'/Division Managers' responsibility
 - a. Insure compliance with Department CI records procedures.
3. Administrative Services Manager (CII Coordinator) responsibility
 - a. Develop, administer, and maintain the Department's Release of CII program, including policies and procedures for records creation, confidentiality, management, retention, storage, inventory, and destruction.
 - b. Consult with the City Attorney's office in those instances where release of CII is not clear or in any situation where questions arise as to the nature of the requesting person's need-to-know such CII.
 - c. Ensure that the program complies with all relevant City of Anaheim, State of California and Federal public records regulations.
4. Records & Information Manager responsibility
 - a. Manage, organize, and maintain the Department's central records facility including all Department CII.
 - b. Implement the Department's CII records retention and destruction through coordination with division Record Coordinators, Division Managers, Assistant General Managers and General Manager.
 - c. Designate secure location of CII records storage areas in other divisions of the Department.
 - d. Ensure organized transition of CII records from employees leaving the Department or the City.

- e. Conduct training to ensure accurate and efficient processing of Department CII records, including records maintenance, organization, indexing, electronic imaging and off-site storage procedures.
- f. Process all properly made CII Public Records Act requests for Department records pursuant to City of Anaheim regulations and the California Public Records Act by:
 - 1. Establishing the identity of the person making the CII request, whether a City employee or other public entity, utility company, contractor, consultant, and/or member of the general public. Picture ID is desirable when practical.
 - 2. Establishing that the person making the request has a legitimate City of Anaheim related need-to-know with regard to the requested CII. If the individual is representing a public entity, utility company, contractor, consultant and/or member of the general public, obtain a business card with the company name, or a written request on company stationery.
 - 3. Obtain the appropriate, signed Non-Disclosure Agreement (NDA) for each CII project/request:
 - a. *If the request is being made by a public entity or utility company* – Electric & Water Critical Infrastructure Information (CII) Public Entity/Utility Company Non-Disclosure Agreement (See Attachment D). A single NDA may be obtained from the responsible agent for the entire public entity or utility company per project/request. If a responsible agent is unwilling to assume such responsibility/liability on behalf of the public entity or utility company, NDA's shall be obtained from individual public entity or utility company employees requesting CII as agents of the public entity or utility company per project/request.
 - b. *If the request is being made by a contractor or consultant* – Electric & Water Critical Infrastructure Information (CII) Contractor/Consultant Non-Disclosure Agreement (See Attachment E). A single NDA may be obtained from the responsible agent for the contractor or consultant per project/request. If a responsible agent is unwilling to assume such responsibility/liability on behalf of the contractor or consultant, NDA's shall be obtained from individual contractor or consultant employees requesting CII as agents of the contractor or consultant per project/request.
 - c. *If the request is being made by a member of the general public* – Electric & Water Critical Infrastructure Information (CII) General Public Non-Disclosure Agreement (See Attachment F) per project/request.
 - d. *If the request is being made by a City employee* – Verify that the employee has signed the Electric & Water Critical Infrastructure Information (CII) Employee Non-Disclosure Agreement form (See Attachment G). It is not necessary to request a per project/request NDA from City employees. If the employee has not signed the NDA, an NDA form shall be obtained prior to release of CII to that City employee.
 - 4. Explain to the requestor that they will receive their requested information within 10 days or as otherwise permitted by law.
 - 5. In the case where 1) the nexus for legitimate use cannot be determined, and/or 2) an individual refuses to provide identification information or to state the reason for requesting access to CII, inform the individual of the requirement to consult with the City Attorney's office prior to release of such information, and that the requesting individual will receive a response as soon as practicable, but no later than 10 days after the original request or as otherwise permitted by law.
- g. Immediately contact the City Attorney's Office upon receipt of a Public Records Act request for CII in which the City Department is a party to a legal action and coordinate the Department's response with the City Attorney's Office.

- h. If a determination is made by the City Attorney's Office that it is appropriate to release such CII, promptly respond to the requestor, obtain the appropriate NDA, collect and deposit fees for record preparation if appropriate, and release the CII information to the requestor.
- 5. Records Coordinators responsibility
 - a. Attend all training and meetings as determined by the Records & Information Manager as necessary to implement Records Coordinators responsibility for maintaining CII.
- 6. All Department employees' responsibility
 - a. All Department employees who have access to and use CII to perform their legitimate City related duties and obligations shall sign an Electric & Water Critical Infrastructure Information (CII) Employee Non-Disclosure Agreement form (see Attachment G) and receive annual training/instruction for same.
 - b. Requests for CII received from individuals other than City employees are treated as a Public Records Act request, and must be responded to within 10 calendar days or as otherwise provided by law. When a request is received for information that contains CII, the following steps shall be followed:
 - 1. Request that the other City employees, other public entities, utility companies, contractors, consultants, and members of the general public complete Attachment C and immediately refer all CII Public Records Act requests to the Records & Information Manager.
 - 2. Immediately provide all requested documentation to the Records & Information Manager, or the City Attorney's Office upon request, only. Do not provide documentation to any other City employee or third party.
 - c. It is the responsibility of any and all Department employees who possess CII to protect the integrity and confidentiality of such information at all times by maintaining CII created in the course of their job duties in a secured location, as determined by the employee's work location, and to follow the requirements of this DO regarding release of CII.
 - d. No Department employee shall remove CII from City offices except in the course of their job duties.
 - e. Any Department employee receiving CII that is not labeled as such should mark CII appropriately and inform the sender of the omission. Immediately notify the Records and Information Manager so the original can be appropriately marked so he/she can confirm that all copies are so identified.
 - 1. Notation - Projects that contain information designated as CII must contain a notation on each appropriate Plan sheet as well as a notation on the Title Sheet/Page, as follows:
PORTIONS OF THESE PLANS CONTAIN CRITICAL INFRASTRUCTURE INFORMATION. UNAUTHORIZED RELEASE OR REPRODUCTION OF THESE DOCUMENTS MAY RESULT IN CIVIL PENALTY OR OTHER ACTIONS.
 - 2. Reproduction – Documents or material containing CII may be reproduced to the minimum extent necessary to carry out official duties provided that the reproduced material is marked and protected in the same manner as the original material.
 - f. All Department employees shall relinquish possession of CII records to the Records & Information Manager (AMC 1.10.050) for response to subpoenas, Public Records Act requests, records storage, preservation or destruction.
 - g. Upon conclusion of the applicable City contract or project, Department employees shall relinquish possession of CII records to the Utilities Department Records & Information Manager for records storage, preservation or destruction.
 - h. Documents or materials containing CII shall be disposed of in accordance with Anaheim City Council approved records retention schedules. In no case shall CII be disposed of by disposing of it in trash or recycling receptacles. Copies of CII maps or other CII may be placed in locked shred bins as provided by the Department Records & Information

Attachment A

Non-Exclusive List of Public Utilities Department Critical Infrastructure Information (CII)

CII

Electric

- Above and below ground electric facilities within and fronting substation, generation and maintenance facilities
- Major Venue Drawings: Above and below ground electric facilities within and fronting venues such as the Stadium, Honda Center, Convention Center, City Hall, Anaheim West Tower, Main Station Police Station, the Resort District, and ARTIC
- Backbone System Map (entire electric system map)
- Electric System Inventory Maps (entire Map)
- Facility Operations and Maintenance Manuals and Memoranda
- Facility Planning Studies
- Fiber Optic Route Maps (complete system loops)
- 230kV Transmission and 69kV Sub-Transmission System Drawings (complete plan sets)
- Outage Scenario Studies
- Electric facilities determined to be CII by Public Utilities staff

Water

- List of Water Distribution System Regulation and Flow Control Valve Settings
- Outage Scenario Studies
- Water Inventory/District Maps (entire Map)
- Water System Hydraulic Model
- Facility Planning Studies
- Water System Information Map, Major Water Facilities Map, Water System Hydraulic Profile, and Water Facilities Data Sheet
- Water System Report for the Insurance Services Office (ISO) Evaluation
- Water System Resources Databases: FY to Date Reports, Monthly Reports, Daily Reports
- Water System Well and Booster Pump Data Notebooks
- Major Venue Plans: Above and below ground water facilities within and fronting venues such as the Stadium, Honda Center, Convention Center, City Hall, Anaheim West Tower, Main Station Police Station, the Resort District, and ARTIC
- Treatment Facilities Plans
- Production Facilities (Wells, Pump Stations, Reservoirs) Plans

* **Map** is generally a drawing showing the location of a place and/or the route to get there.

** **Plan** is generally a drawing, diagram, or layout with technical information and details showing the design or arrangement to construct or modify a facility, or parts of a facility.

*** The terms Maps, Drawings and Plans are used interchangeably throughout this DO.

Rev. Date 8/1/2010

Attachment B
Non-Exclusive List of
Public Utilities Department NON-Critical Infrastructure Information (CII)

NON-CII

Electric

- Location and type of electric facilities on street, sewer, and storm drain construction drawings
- Circuit breakers
- GIS screen shots
- Street light construction drawings
- Electrical construction sheet segments (incomplete loops, not end to end)
- Distribution construction plans (direct buried cable replacement, relocations, underground conversion, line extensions, reconductoring and their respective substructure and electrical plans)
- Partial or individual pages for utility location purposes of 230kV Transmission and 69kV Sub-Transmission Drawings
- Service connection drawings (meters, service panels, irrigation/traffic control cabinets)
- Inventory maps (Not entire map, ONLY small portion of maps, individual parcels)

Water

- Location, size and type of water lines on street, sewer, and storm drain construction drawings
- GIS screen shots of District Maps
- Water main construction plans (including valves, hydrants, blow-offs, pressure relief valves, backflow devices, sampling stations, meters, service lines)
- Location of Production Facilities
- SAMPs and Network Analysis Studies for New Tracts
- Water Rule 15 Facilities Maps and Cost Breakdown Sheets
- Water System Fire Flow Test Results
- Water System Five-Year Plan (text only)
- Development Plans Issued for Construction – SJs MAs and W-Plans

* **Map** is generally a drawing showing the location of a place and/or the route to get there.

** **Plan** is generally a drawing, diagram, or layout with technical information and details showing the design or arrangement to construct or modify a facility, or parts of a facility.

*** The terms Maps, Drawings and Plans are used interchangeably throughout this DO.

Rev. Date 8/1/2010

**Attachment C
Public Utilities Records Request Form**

**CITY OF ANAHEIM
PUBLIC UTILITIES RECORDS REQUEST**

The City, in accordance with Government Code Section 6256, has ten (10) days to respond to any request for public documents, although every effort will be made to provide a response sooner.

Date: _____

Requestor's Name: _____

Company Name: _____

E-mail Address or Fax Number: _____

Contact Phone number: _____

Document(s) Requested: _____
(e.g. Electric Inventory
Map, W-Plan, etc.) _____

**How will you use the documents you are requesting?
(Please be specific)** _____

Is this information needed for a City contract or project? _____
If part of a City project or submission, please provide the name of the Department and contact person in that Department. _____

Prefer Electronic or Paper copy? _____

Requestor's Signature: _____

Request Received By: _____

Please e-mail or fax this form to the Public Utilities Department, Records Section: URecords@anaheim.net or Fax 714-765-4138
Rev. Date 8/1/2010

Attachment D

**Electric & Water Critical Infrastructure Information (CII)
Public Entity/Utility Company Non-Disclosure Agreement**

This Electric & Water Critical Infrastructure Information Non-Disclosure Agreement (Agreement) dated _____, 20__ is between the City of Anaheim Public Utilities Department (Anaheim) and _____ Public Entity/Utility Company (collectively “Entity”). The subject of this Agreement concerns Electric & Water Critical Infrastructure Information, which the Entity would like to obtain from Anaheim for use in conjunction with a City of Anaheim contract or with City of Anaheim Project No. _____, if applicable, or more commonly referred to as _____.

Whereas, Critical Infrastructure Information (CII) as defined by Anaheim includes existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic interest, public health or safety, or any combination of those matters. Even though a project may be small, destruction of the project could have serious consequences, particularly where it is a part of a larger overall system, such as access points to the water or electric distribution systems. Computer systems that control or are part of critical infrastructure are included.

Whereas, various entities including Federal Energy Regulatory Commission (FERC) and the Department of Homeland Security, among others, require that public agencies institute procedures to ensure the safe storage and secure handling of CII, documentation or records that should be protected and not disclosed.

Whereas, CII is valuable, sensitive, and protected by law or strict Anaheim policies. The intent of these laws and policies is to assure that CII remains confidential – that is, it will be used only as necessary to accomplish Anaheim’s goals or mission. Disclosure of CII in any manner that permits review or interceptions by unauthorized persons is prohibited. CII may only be released to persons with a need-to-know upon the written authorization from Anaheim. CII includes information, documentation, or records marked as such relating to Anaheim’s electric and water infrastructure security or protected systems.

Whereas, all information, documents, records, or other materials including CII (collectively “Information”) provided to the Entity shall remain the sole and exclusive property of Anaheim. Such Information may not be modified, reproduced, republished, redistributed, or presented for sale, completely or in part, and doing so may result in legal liability and/or injunctive relief. All Information provided is only to be used in conjunction with the contract or project as referenced above.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the Entity understands and hereby agrees as follows:

1. Certain information, documents, records, and/or other materials which Entity will receive from Anaheim may contain CII.
2. Entity and its agents may learn of or have access to some or all of this CII through a computer system or current or potential contractual relationship with Anaheim.
3. Entity and its agents are obligated to protect this CII from unauthorized disclosure and will safeguard the confidentiality of the CII that it/they/I have access to at all times, in accordance with the terms of this Agreement.

4. Entity and its agents will not in any way divulge, copy, release, sell, loan, alter or destroy any CII except as properly authorized within the scope of its/their/my Anaheim related duties, obligations, or business activities.
5. Entity and its agents will safeguard and not disclose its/their/my access information, code, or any other authorization means that it/they/I has/have that allows Entity and its agents to access CII.
6. Entity and its agents have no right or ownership interest in any CII referred, disclosed, or provided in response to this Agreement.
7. Negligent or willful violation of this Agreement may subject Entity and its agents to adverse consequences, which may include, but are not limited to, termination of Anaheim contracts or work, legal liability and/or injunctive relief.
8. Entity and its agents accepts/accept responsibility for Entity and its agents use, misuse, or wrongful disclosure of CII and for Entity's and its agents' negligent or willful failure to safeguard access information, code or other authorization means for access to CII.
9. Entity and its agents hereby certify that it/they/I will return to Anaheim the CII that is received pursuant to the Anaheim authorization or will cause the same to be shredded or destroyed in such a manner so as to ensure that the CII is rendered incapable of review or interceptions by unauthorized persons.
10. Execution of this Agreement shall not nullify or affect, in any manner, any other agreement, non-disclosure or otherwise, which Entity or its agents have executed either individually or on behalf of a third party or which may be executed in the future with Anaheim.
11. All obligations with respect to the confidentiality and security of all CII disclosed to Entity and its agents shall survive the termination of this Agreement, any other agreement, or a personal or business relationship with Anaheim.
12. Entity and its agents will conduct itself/themselves in strict conformance with all applicable laws, including the Anaheim Municipal Code as well as Anaheim policies governing CII.
13. Anaheim, in its sole discretion, may at any time revoke the Entity's and its agents' authorization to access CII.

If Entity or its agents becomes/become subject to a bona fide requirement (by law, including but not limited to the California Public Records Act or FOIA, regulation, deposition questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process, collectively, a "Requirement") to disclose any information, Entity and its agents will:

- (i) prior to producing any information, promptly notify Anaheim of the existence, terms and circumstances of such Requirement(s) so that Anaheim may seek, at Anaheim's sole expense, an appropriate protective order(s), and
- (ii) cause the Entity and its agents to cooperate fully with Anaheim in seeking the aforesaid protective order(s).

Entity and its agents are not obligated to seek any judicial remedy or other judicial intervention to prevent the disclosure of the information, but are obligated to notify Anaheim in sufficient time to allow Anaheim to take such actions as it deems appropriate, in its sole discretion. If Entity and its agents are subject to a Requirement, have complied with the notification and cooperation obligations described in the preceding sentence, are compelled, in the sole opinion of its/their legal counsel, to make disclosure of such information or else stand liable for contempt, sanctions, or other substantial penalty, Entity and its agents shall furnish only that portion of the information which it is/they are legally required to produce pursuant to the terms of such Requirement as modified by any protective order(s).

Written notice may be given to Anaheim by personal delivery, e-mail, facsimile, or by United States mail at the address below.

ANAHEIM:
City of Anaheim
Attention: City Clerk
200 S. Anaheim Boulevard, 2nd Floor
Anaheim, California 92805
Telephone: (714) 765-5166
Facsimile: (714) 765-4105
Email: landal@anaheim.net

WITH A COPY TO:
City of Anaheim
Attention: Public Utilities General Manager
201 South Anaheim Boulevard, Suite 1101
Anaheim, California 92805
Telephone: (714) 765-4157
Facsimile: (714) 765-4138
Email: Urecords@anaheim.net

This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of law principles, and the venue for any dispute arising out of this Agreement shall be Orange County, California. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

This Agreement constitutes the entire agreement between Anaheim and Entity and its agents with respect to the specific subject matter hereof and supersedes all written and oral communications about the specific subject matter hereof. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by Anaheim and Entity and its agents hereto.

Each signatory below represents that he or she is duly authorized to sign this Agreement on behalf of Entity and its agents for whom he or she signs.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned.

Entity: _____

Printed Name of Individual

Printed Title

Date

Signature of Individual

Business Phone Number

Address

Fax Number

City, State, Zip Code

E-mail Address

Original: Public Utilities Department – Records & Information Manager
Copies: Entity

Rev. Date 8/1/2010

Attachment E

**Electric & Water Critical Infrastructure Information (CII)
Contractor/Consultant Non-Disclosure Agreement**

This Electric & Water Critical Infrastructure Information Non-Disclosure Agreement (Agreement) dated _____, 20__ is between the City of Anaheim Public Utilities Department (Anaheim) located at 201 S. Anaheim Blvd., Suite 1101, Anaheim, California 92805, and _____ (“Contractor/Consultant”).

The subject of this Agreement concerns Electric & Water Critical Infrastructure Information, which the Contractor/Consultant would like to obtain from Anaheim for use in conjunction with a City of Anaheim contract or City of Anaheim Project No. _____, if applicable, or more commonly referred to as _____.

Whereas, Critical Infrastructure Information (CII) as defined by Anaheim includes existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic interest, public health or safety, or any combination of those matters. Even though a project may be small, destruction of the project could have serious consequences, particularly where it is a part of a larger overall system, such as access points to the water or electric distribution systems. Computer systems that control or are part of critical infrastructure are included.

Whereas, various entities including Federal Energy Regulatory Commission (FERC) and the Department of Homeland Security, among others, require that public agencies institute procedures to ensure the safe storage and secure handling of CII, documentation, or records that should be protected and not disclosed.

Whereas, CII is valuable, sensitive, and protected by law or strict Anaheim policies. The intent of these laws and policies is to assure that CII remains confidential – that is, it will be used only as necessary to accomplish Anaheim’s goals or mission. Disclosure of CII in any manner that permits review or interceptions by unauthorized persons is prohibited. CII may only be released to persons with a need-to-know upon the written authorization from Anaheim. CII includes information, documentation, or records marked as such relating to Anaheim’s electric and water infrastructure security or protected systems.

Whereas, all information, documents, records, or other materials including CII (collectively “Information”) provided to the Contractor/Consultant and/or its agents shall remain the sole and exclusive property of Anaheim. Such Information may not be modified, reproduced, republished, redistributed, or presented for sale, completely or in part, and doing so may result in legal liability and/or injunctive relief. All Information provided is only to be used in conjunction with the contract or project as referenced above.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, Contractor/Consultant understands and hereby agrees as follows:

1. Certain information, documents, records, and/or other materials which Contractor/Consultant and its agents will receive from Anaheim may contain CII.
2. Contractor/Consultant and its agents may learn of or have access to some or all of this CII through a computer system or current or potential contractual relationship with Anaheim.
3. Contractor/Consultant and its agents are obligated to protect this CII from unauthorized disclosure and will safeguard the confidentiality of the CII that it/they/I has/have access to at all times in accordance with the terms of this Agreement, and are obligated to notify Anaheim of subpoenas, requests to produce, or other administrative or legal actions to obtain CII or copies of CII in sufficient time for

Anaheim, in its sole discretion, to take the appropriate action to protect its CII from unauthorized disclosure.

4. Contractor/Consultant and its agents will not in any way divulge, copy, release, sell, loan, alter or destroy any CII except as properly authorized within the scope of its/their/my Anaheim related duties, obligations, or business activities.
5. Contractor/Consultant and its agents will safeguard and not disclose its/their/my access information, code, or any other authorization means that it/they/I has/have that allows Contractor/Consultant and its agents to access CII.
6. Contractor/Consultant and its agents have no right or ownership interest in any CII referred, disclosed, or provided in response to this Agreement.
7. Negligent or willful violation of this Agreement may subject Contractor/Consultant and its agents to adverse consequences, which may include, but are not limited to, termination of Anaheim contracts or work, legal liability, and/or injunctive relief.
8. Contractor/Consultant and its agents accepts/accept responsibility for Contractor/Consultant and its agents use, misuse, or wrongful disclosure of CII and for Contractor's/Consultant's and its agents' negligent or willful failure to safeguard access information, code or other authorization means for access to CII.
9. Upon completion of the contract or project, Contractor/Consultant and its agents hereby certify that it/they/I will return to Anaheim the CII that is received pursuant to the Anaheim authorization or will cause the same to be shredded or destroyed in such a manner so as to ensure that the CII is rendered incapable of review or interceptions by unauthorized persons.
10. Execution of this Agreement shall not nullify or affect, in any manner, any other agreement, non-disclosure or otherwise, which Contractor/Consultant or its agents have executed either individually or on behalf of a third party or which may be executed in the future with Anaheim.
11. All obligations with respect to the confidentiality and security of all CII disclosed to Contractor/Consultant and its agents shall survive the termination of this Agreement, any other agreement, or a personal or business relationship with Anaheim.
12. Contractor/Consultant and its agents will conduct itself/themselves/myself in strict conformance with all applicable laws, including the Anaheim Municipal Code as well as Anaheim policies governing CII.
13. Anaheim, in its sole discretion, may at any time revoke the Contractor's/Consultant's and its agents' authorization to access CII.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of law principles, and the venue for any dispute arising out of this Agreement shall be Orange County, California. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

This Agreement constitutes the entire agreement between Anaheim and Contractor/Consultant and its agents with respect to the specific subject matter hereof, and supersedes all written and oral communications about the specific subject matter hereof. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by Anaheim and Contractor/Consultant and its agents.

Each signatory below represents that he or she is duly authorized to sign this Agreement on behalf of the Contractor/Consultant and its agents for whom he or she signs.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned.

_____ Printed Name of Individual	_____ Title	_____ Date
_____ Signature of Individual	_____ Business Phone Number	
_____ Company Name	_____ Fax Number	
_____ Address	_____ E-mail Address	
_____ City, State, Zip Code		

Original: Public Utilities Department – Records & Information Manager
Copies: Contractor/Consultant

Rev. Date 8/1/2010

Attachment F

**Electric & Water Critical Infrastructure Information (CII)
General Public Non-Disclosure Agreement**

This Electric & Water Critical Infrastructure Information Non-Disclosure Agreement (Agreement) dated _____, 20__ is between the City of Anaheim Public Utilities Department (Anaheim) located at 201 S. Anaheim Blvd., Suite 1101, Anaheim, California 92805, and _____ (General Public or “Recipient”). The subject of this Agreement concerns Electric & Water Critical Infrastructure Information, which the Recipient would like to obtain from Anaheim because _____

Whereas, Critical Infrastructure Information (CII) as defined by Anaheim includes existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic interest, public health or safety, or any combination of those matters. Even though a project may be small, destruction of the project could have serious consequences, particularly where it is a part of a larger overall system, such as access points to water or electric distribution systems. Computer systems that control or are part of critical infrastructure are included.

Whereas, various entities including Federal Energy Regulatory Commission (FERC) and the Department of Homeland Security, among others, require that public agencies institute procedures to ensure the safe storage and secure handling of CII, documentation or records that should be protected and not disclosed.

Whereas, CII is valuable, sensitive, and protected by law or strict Anaheim policies. The intent of these laws and policies is to assure that CII remains confidential – that is, it will be used only as necessary to accomplish Anaheim’s goals or mission. Disclosure of CII in any manner that permits review or interceptions by unauthorized persons is prohibited. CII may only be released to persons with a need-to-know upon the written authorization from Anaheim. CII includes information, documentation, or records marked as such relating to Anaheim’s electric and water infrastructure security or protected systems.

Whereas, all information, documents, records, or other materials including CII (collectively “Information”) provided to the Recipient shall remain the sole and exclusive property of Anaheim. Such Information may not be modified, reproduced, republished, redistributed, or presented for sale, completely or in part, and doing so may result in legal liability and/or injunctive relief. All Information provided is only to be used in conjunction with the contract or project as referenced above.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, Recipient understands and hereby agrees as follows:

1. Certain information, documents, records, and/or other materials which Recipient will receive from Anaheim may contain CII.
2. Recipient may learn of or have access to some or all of this CII through a computer system or current or potential contractual relationship with Anaheim.
3. Recipient is obligated to protect this CII from unauthorized disclosure and will safeguard the confidentiality of the CII that he/she has access to at all times, in accordance with the terms of this Agreement.
4. Recipient will not in any way divulge, copy, release, sell, loan, alter or destroy any CII except as properly authorized within the scope of its/their/my Anaheim related duties, obligations, or business activities.
5. Recipient will safeguard and not disclose its/their/my access information, code, or any other authorization means that it/they/I has/have that allows Recipient to access CII.
6. Recipient has no right or ownership interest in any CII referred, disclosed, or provided in response to this Agreement.

7. Negligent or willful violation of this Agreement may subject Recipient to adverse consequences, which may include, but are not limited to, legal liability and/or injunctive relief.
8. Recipient accepts responsibility for Recipient's use, misuse, or wrongful disclosure of CII and for Recipient's negligent or willful failure to safeguard access information, code, or other authorization means for access to CII.
9. Upon completion of its use, Recipient hereby certify that it/he/she will return to Anaheim the CII that is received pursuant to the Anaheim authorization or will cause the same to be shredded or destroyed in such a manner so as to ensure that the CII is rendered incapable of review or interceptions by unauthorized persons.
10. Execution of this Agreement shall not nullify or affect, in any manner, any other agreement, non-disclosure or otherwise, which the Recipient has executed either individually or on behalf of a third party or which may be executed in the future with Anaheim.
11. All obligations with respect to the confidentiality and security of all CII disclosed to Recipient shall survive the termination of this Agreement, any other agreement, or a personal or business relationship with Anaheim.
12. Recipient will conduct itself/himself/herself in strict conformance with all applicable laws, including the Anaheim Municipal Code as well as Anaheim policies governing CII.
13. Anaheim, in its sole discretion, may at any time revoke the Recipient's authorization to access CII.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of law principles, and the venue for any dispute arising out of this Agreement shall be Orange County, California. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

This Agreement constitutes the entire agreement between Anaheim and the Recipient with respect to the specific subject matter hereof, and supersedes all written and oral communications about the specific subject matter hereof. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by Anaheim and the Recipient hereto.

Each signatory below represents that he or she is duly authorized to sign this Agreement on behalf of Recipient for whom he or she signs.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned.

Printed Name of Recipient	Date
Signature of Recipient	Home or Business Phone Number
Company/Agency Name	Fax Number
Address	E-mail Address
City, State, Zip Code	

Original: Public Utilities Department – Records & Information Manager
Copies: Recipient
Rev. Date 8/1/2010

Attachment G

**Release of Electric & Water Critical Infrastructure Information (CII)
City Employee Non-Disclosure Agreement**

As an employee of the City of Anaheim (City), you may have access to Critical Infrastructure Information (CII) which is regulated by various entities including the State of California, Federal Energy Regulatory Commission, and the U.S. Department of Homeland Security, among others. Unauthorized disclosure of CII could compromise the safety and security of persons, structures, or facilities and is expressly prohibited.

CII is valuable, sensitive, and protected by law and City policies. The intent of these laws and policies is to assure that CII remains confidential – that is, it will be used only as necessary to accomplish the City of Anaheim’s goals or mission. CII may only be released to persons with a need-to-know upon written authorization from the City of Anaheim. CII includes information, documentation, or records marked as such or other information, documentation, or records relating to the City’s electric and water infrastructure security or protected systems.

By signing this form, I understand and agree that:

1. I may have access to certain CII, documents, records, or other materials through a computer system or other means during my employment activities with the City.
2. I will use all CII only as needed by me to perform my legitimate City related duties and obligations.
3. All CII, documents, records, or other materials provided to me are the sole and exclusive property of the City of Anaheim.
4. I am obligated to protect CII, documents, records, or other materials, that I may use or possess in the course of my employment activities, from unauthorized disclosure by maintaining CII in a secured location, as determined by my work location.
5. CII may not be modified, reproduced, republished, redistributed, or presented for sale, completely or in part, unless specifically authorized through written City policy and/or procedures, and as part of my legitimate City related duties and obligations.
6. At the conclusion of the applicable City contract or project, I am obligated to relinquish possession of CII records to the Utilities Department Records & Information Manager (or to the Department designated Records Manager) for records storage, preservation, or destruction. Further, I will deliver to my supervisor any and all CII records maintained within my work area upon resignation, retirement, transfer, or dismissal.
7. I will conduct myself in strict conformance with all applicable laws, including, but not limited to, the City of Anaheim Municipal Code as well as the City policies governing CII.
8. Negligent or willful violation of this Non-Disclosure Agreement may subject me to disciplinary action, up to and including termination of employment, legal liability and/or injunctive relief.

I have read the above and understand the City of Anaheim Public Utilities Department’s policy regarding Electric & Water Critical Infrastructure Information (CII).

Printed name of Employee

Training Date: _____

Signature of Employee

Date
Rev. Date 8/1/2010

Original: Public Utilities Department – Records
& Information Manager
Copies: Employee