

1 [Authorization of American Registry for Internet Numbers Agreements with Department of
Technology]

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3 **Ordinance approving contracts between the City and the American Registry for Internet**
4 **Numbers, LTD. (ARIN) for the registration of the City’s internal network and the public-**
5 **facing network Internet Protocol addresses, and granting waivers of specified contract-**
6 **related requirements in the Administrative Code for this transaction.**

7 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
8 **Additions to Codes** are in *single-underline italics Times New Roman font*.
9 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
10 **Board amendment additions** are in double-underlined Arial font.
11 **Board amendment deletions** are in ~~strikethrough Arial font~~.
12 **Asterisks (* * * *)** indicate the omission of unchanged Code
13 subsections or parts of tables.

14 Be it ordained by the People of the City and County of San Francisco:

15 Section 1. Background and Findings.

16 (a) The American Registry for Internet Numbers, LTD. (ARIN), is a non-profit
17 organization whose sole purpose is to assign and manage all Internet addresses in North
18 America.

19 (b) In Ordinance No. 45-06, the Board of Supervisors authorized the Department of
20 Technology (DT or “the Department”) to enter into the ARIN pro forma contract for a 20-year
21 term, with certain terms that deviated from the City’s standard contract terms, for the City’s
22 internal network which supports City Departments and Agencies.

23 (c) The City is establishing a separate connection to the Internet for the City’s public-
24 facing WiFi network which supports the City’s Fiber to Housing program and the City’s free
25 WiFi service available on Market Street and in the City’s parks, and must enter into the ARIN
pro forma contract with certain terms that deviate from the City’s standard contract terms.

1 (d) Although the Board of Supervisors authorized the DT agreement with the
2 enactment of Ordinance No. 45-06 in 2006, several City departments maintained separate
3 accounts with ARIN and paid for those services directly. In order to consolidate management
4 and payment, DT will work with ARIN to bring the separate accounts in the DT managed
5 account for the City's internal network.

6 (e) The ARIN Agreement is a standard form used by ARIN and is required when
7 contracting for its services. ARIN is unwilling to modify the contract to include the City's
8 required provisions and requires indemnification of ARIN by the City and the resolution of all
9 disputes by binding arbitration. The Agreement also includes an automatic renewal provision
10 and cannot include the MacBride Principles statement.

11 (f) On October 6, 2023, the Office of Contract Administration granted a sole source
12 waiver for the ARIN Agreement waiving City contract terms that are not in the pro forma
13 agreement.

14 (g) DT intends to enter into two separate identical agreements with ARIN, one for the
15 City's internal network that will consolidate all of the separate department accounts, and the
16 second for the public-facing network account. The annual total cost for all of the agreements
17 is \$10,450. Funds for this year's fee have been appropriated to the Departments in the
18 annual appropriation ordinance, and if in future years funds are not appropriated or there is an
19 unreasonable increase to the fee, the Department will give notice of cancellation to ARIN. DT
20 has approved a maximum cost of \$500,000 for this service, which will allow the City to register
21 Internet addresses for 20 years at the current rate.

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1 (h) Upon the effective date of this ordinance, DT will submit the City's application to
2 ARIN for services, pay the annual fee, and sign the agreements, which will remain in effect
3 until terminated by either party on 30 days' notice.

4 Section 2. Waivers.

5 For the purpose of the City's contract with ARIN, the Board of Supervisors finds that it
6 is reasonable and in the public interest to waive the following provisions in the Administrative
7 Code. Hence the following provisions are inapplicable to the contract:

8 (a) The prohibition on automatic renewal of a contract's term (Admin. Code Section
9 21.9(b)); and

10 (b) The requirement that a statement regarding the MacBride Principles be inserted
11 into City contracts (Admin. Code Chapter 12F).

12 Section 3. Authorization to Enter into Contracts with ARIN.

13 (a) Pursuant to its authority under Charter Section 9.118, the Board of Supervisors
14 authorizes the Executive Director of DT to execute the ARIN Agreements for a term in excess
15 of 10 years but not to exceed 20 years.

16 (b) The Board of Supervisors approves the use of the ARIN pro forma contract for the
17 registration of Internet Protocol ("IP") addresses with terms that may deviate from the City's
18 standard contract terms.

19 (c) The Board of Supervisors also authorizes modifications to this form agreement so
20 long as such modifications, in the judgment of the City's Risk Manager, and the judgment of
21 the City Attorney, do not materially decrease the City's rights or materially increase its
22 liabilities.

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25 Section 4. Effective Date.

1 This ordinance shall become effective 30 days after enactment. Enactment occurs
2 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not
3 sign the ordinance within 10 days of receiving it, or the Board of Supervisors overrides the
4 Mayor’s veto of the ordinance.

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7 APPROVED AS TO FORM:
8 DAVID CHIU, City Attorney

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10 By: /s/ Margarita Gutierrez
11 MARGARITA GUTIERREZ
12 Deputy City Attorney

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