

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Third Amendment

THIS AMENDMENT (this “Amendment”) is made as of February 28, 2022, in San Francisco, California, by and between **Active Network, LLC** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend performance period;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated January 1, 2016 between Contractor and City, as amended by the:

First Amendment, dated December 11, 2017.
Second Amendment dated December 27, 2019.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 4. Section 4 **Term of the Agreement** of the Agreement currently reads as follows:

4. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **January 1, 2016 to January 1, 2022** (the “Initial Term”). One year prior to the conclusion of the Initial Term the parties may mutually agree in writing to extend the term of this Agreement for additional two year terms under the same terms and conditions set forth herein (each a “Renewal Term”). This Agreement shall become effective on the Effective Date.

Such section is hereby amended in its entirety to read as follows:

4. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **January 1, 2016 to December 31, 2025** (the “Initial Term”). One (1) year prior to the conclusion of the Initial Term the parties may mutually agree in writing to extend the term of this Agreement for additional two (2) year terms under the same terms and conditions set forth herein (each a “Renewal Term”) as long as all City contract approval requirements are met. This Agreement shall become effective on the Effective Date.

2b. Appendix C. Appendix C is hereby replaced in its entirety by Appendix C-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix C in any place, the true meaning shall be Appendix C-1, which is a correct and updated version.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after February 28, 2022.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

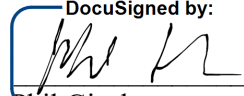
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

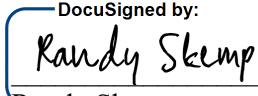
CITY

CONTRACTOR

Recommended by:

Active Network, LLC

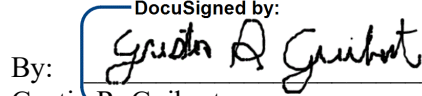
DocuSigned by:

Phil Garbner 09494...
General Manager
Recreation and Park Department

DocuSigned by:

Randy Skemp 1474C9...
Vice President of Sales
717 North Hardwood Drive, Suite 2500
Dallas, TX 75201

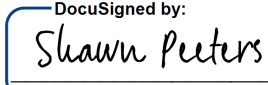
City vendor number: 0000029881

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:

By: Gustin R. Gribben 443D4CB...
Deputy City Attorney

Approved:

DocuSigned by:

Sanaja Kurella 1449...
Director of the Office of Contract Administration,
and Purchasing



Schedule

APPENDIX C-1

Schedule of Charges – January 1, 2022 – December 31, 2025

Company Address	717 North Harwood Drive, Suite 2500 Dallas, TX 75201 US	Created Date	1/6/2022
		Quote Number	00123710
		Currency	USD
Prepared By	Sharon Kramer	Contact Name	Anne Marie Donnelly
Opportunity Owner	Scott Yeske	Phone	4158312764
Owner Email	scott.yeske@activenetwork.com	Email	annemarie.donnelly@sfgov.org
Bill To Name	SAN FRANCISCO RECREATION & PARKS	Ship To Contact	Anne Marie Donnelly
Bill To Contact	Anne Marie Donnelly	Ship To Address	Attn: Anne Marie Donnelly 501 Stanyan Street San Francisco, CA 94117 United States
Bill To Address	Attn: Charlene Puccini 501 Stanyan Street San Francisco, CA 94117 United States		

Product	Product Type	Description	Quantity	Fee %	Total Price
ACTIVENet - Credit Card Processing Fee (%)	SaaS		1	3.20	
ACTIVENet - Staff Interface - Technology Fee	SaaS	Rates for United States organizations exceeding \$30,000,000 in annual revenue through ACTIVE Net.	1	1.03	
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Rates for United States organizations between \$15,000,000 to \$30,000,000 in annual revenue through ACTIVE Net.	1	4.23	
ACTIVENet - Public Interface (\$10,000 and up transaction fee - % fee)	SaaS		1	3.78	
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	0.50	
ACTIVENet - (credit card refunds - flat fee)	SaaS		1		0.10
ACTIVENet - ACH Remittance - "Daily" Every 72 Hours	Service	Daily remittances are processed by Active on non-holiday business days 72 hours after the transaction day. Payments take one to three banking business days to process.	1		
ACTIVENet - Public Interface Fee Set up - absorbed by client	SaaS		1		
ACTIVENet - SaaS					

Total Price USD 0.00

Annual Projected Contract Value USD 299,200.00

Active reserves the right, and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee



Schedule

for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: 

Printed Name: Anne Marie Donnelly

Title: Acting Superintendent, Recreation & Community Services

Date: March 1, 2022

PO# (if applicable): _____