

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

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of **December 11, 2017** 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 [give a general description of what the Amendment is doing, such as "extend the performance period, increase the contract amount, and update standard contractual clauses"];

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 **December 17, 2015** between Contractor and City.

**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 of the Agreement currently reads as follows:

**1. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **January 1, 2016 to January 1, 2018** (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:**

**Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **January 1, 2018 to January 1, 2020** (the "Initial Term"). One year prior to the conclusion of the Initial Term the

**2b. Section 12.** Section 12 of the Agreement currently reads as follows:

**12. Compensation.** The implementation and training fees shall be a one-time fee of fifty-four thousand six-hundred dollars and no cents (\$54,600.00). The fee shall be paid following Acceptance. City will be billed by Contractor on a monthly basis per the Active Net fee breakdown below based on the Active Net system report.

Compensation shall be made monthly payments on or before the 31<sup>st</sup> day of each month for work, as set forth in Section 4 of this Agreement for Services performed as of the 31<sup>st</sup> day of the immediately preceding month. During the Initial Term, in no event shall the amount of this Agreement exceed nine hundred thousand (\$900,000). In the event the fees are approaching the aforementioned maximum amount, City initiate the amendment process to ensure that there is no disruption of the services provided in this Agreement. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No payments will become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor in accordance with this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Unless otherwise agreed to by the parties in writing, compensation shall be made monthly in arrears on or before the 31<sup>st</sup> day of each month. Payment of fees is under no circumstances subject or conditioned by the delivery of future products or functionality. Except as otherwise provided in writing and subject to Section 42 of this Agreement, Contractor may modify the fees once per Renewal Term provided that any increase will not exceed twelve and a half percent (12.5%) over the then-current fees.

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

**12. Compensation.** The implementation and training fees shall be a one-time fee of fifty-four thousand six-hundred dollars and no cents (\$54,600.00). The fee shall be paid following Acceptance. City will be billed by Contractor on a monthly basis per the Active Net fee breakdown below based on the Active Net system report.

Compensation shall be made monthly payments on or before the 31<sup>st</sup> day of each month for work, as set forth in Section 4 of this Agreement for Services performed as of the 31<sup>st</sup> day of the immediately preceding month. During the Initial Term, in no event shall the amount of this Agreement exceed one million, five hundred thousand (\$1,500,000). In the event the fees are approaching the aforementioned maximum amount, City initiate the amendment process to ensure that there is no disruption of the services provided in this Agreement. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No payments will become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor in accordance with this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Unless otherwise agreed to by the parties in writing, compensation shall be made monthly in arrears on or before the 31<sup>st</sup> day of each month. Payment of fees is under no circumstances subject or conditioned by the delivery of future products or functionality. Except as otherwise provided in writing and subject to Section 42 of this Agreement, Contractor may modify the fees once per Renewal Term provided that any increase will not exceed twelve and a half percent (12.5%) over the then-current fees.

**2c. Sugar-Sweetened Beverage Prohibition.** Section 60. is added to the Agreement, as follows:

**60. Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

**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.

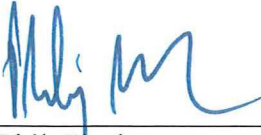
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

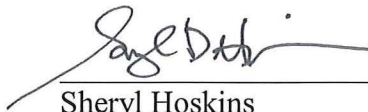
CONTRACTOR

Recommended by:

Active Network, LLC



Phil Ginsburg  
General Manager  
San Francisco Recreation and Park Dept.



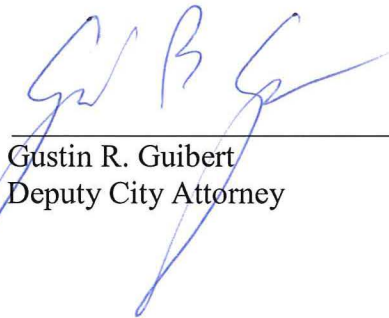
Sheryl Hoskins  
General Manager  
717 North Hardwood Drive, Suite 2500  
Dallas, TX 75201

City vendor number: 0000029881

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:



Gustin R. Guibert  
Deputy City Attorney

Approved:

for 

Jaci Fong  
Director of the Office of Contract  
Administration, and Purchaser

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PURCHASING DEPARTMENT



## CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY)  
12/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                               |                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>Willis Insurance Services of Georgia, Inc.<br>c/o 26 Century Blvd.<br>P.O. Box 305191<br>Nashville, TN 37230-5191 | CONTACT NAME:<br>PHONE (A/C, NO, EXT): 877-945-7378<br>FAX (A/C, NO): 888-467-2378<br>E-MAIL ADDRESS: certificates@willis.com                                                                                            |
|                                                                                                                               | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Phoenix Insurance Company<br>INSURER B: Travelers Property Casualty Company of Am<br>INSURER C: Travelers Indemnity Co. of America<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| INSURED<br>Global Payments Inc.<br>10 Glenlake Parkway NE<br>North Tower<br>Atlanta, GA 30328                                 | NAIC #<br>25623-001<br>25674-004<br>25666-001                                                                                                                                                                            |

## COVERAGES

CERTIFICATE NUMBER: 25936423

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:            | Y         |          | HNGLSA-158D7542-17 | 6/1/2017                | 6/1/2018                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y         |          | HOCAP-158D7566-17  | 6/1/2017                | 6/1/2018                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                 |           |          |                    |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                          |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br>N  | Y        | HROUB-118D8912-17  | 6/1/2017                | 6/1/2018                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER                                                                                                                                                             |
| C        |                                                                                                                                                                                                                                                                                                                 | N/A       | Y        | HC2HUB-2333L415-17 | 6/1/2017                | 6/1/2018                | E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                                                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAMED INSURED(S):

Active Network, LLC

City and County of San Francisco and Recreation and Park Department are included as Additional Insureds as respects to General Liability and Auto Liability as required by written contract.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                                      |                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City and County of San Francisco<br>Recreation and Parks Department<br>501 Stanyan Street<br>San Francisco, CA 94117 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Coll:5157460 Tpl:2188728 Cert:25936423

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AGENCY CUSTOMER ID: 0347

LOC#: \_\_\_\_\_

2077  
**ADDITIONAL REMARKS SCHEDULE**

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|                                                      |           |                                                                                                     |
|------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------|
| AGENCY<br>Willis Insurance Services of Georgia, Inc. |           | NAMED INSURED<br>Global Payments Inc.<br>10 Glenlake Parkway NE<br>North Tower<br>Atlanta, GA 30328 |
| POLICY NUMBER<br>See First Page                      |           |                                                                                                     |
| CARRIER<br>See First Page                            | NAIC CODE | EFFECTIVE DATE: See First Page                                                                      |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers  
Compensation as permitted by law.