

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**FIRST AMENDMENT
TO
RFP #13RFP00104 & RESPONSE
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
TENNIS PRO MANAGER FOR
SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK**

The underlying agreement for Tennis Pro Manager for Southwest Williamson County Regional Park consisting of RFP #13RFP00104 & Response (hereinafter referred to as "Agreement"), between Mark Nayden (hereinafter referred to as "Nayden") and Williamson County, Texas (hereinafter referred to as "County") is amended as specifically set forth herein to revise the following provision:

5.3 ITEMS AND PRICING

The Pro Manager shall have the right to provide or sell tennis related items/services for reasonable fees; provided, however all items and services must be approved by the Contract Administrator on an annual basis.

Items of sale may include, but not necessarily be limited to the following:

- a) Court fees (set by the Williamson County Commissioners' Court.)
- b) Tennis merchandise such as clothing, and supporting items such as hats, sunglasses, sweatbands, etc.
- c) Customary tennis center services (e.g., restringing)
- d) Private or group lessons
- e) Two (2) Leagues per year
- f) Two (2) Tournaments per year

The Pro Manager should include any other tennis related sale items in the Proposal, and list percentages to County, if any.

The County reserves the right to include additional items or services that the Pro Manager may offer for sale at the tennis center *or in locations deemed appropriate to accommodate the County's needs by the Contract Administrator*. In the event the Pro Manager would like to add additional

items, the Pro Manager shall make a request to add such additional items and provide the request to the Contract Administrator. The Contract Administrator shall then either approve or deny the request. The County shall receive 10% of sales. Additionally, associated sales reporting must include identification of items purchased, quantity or quantities, total prices, and total amount.

Note: If the Park has a food and beverage concessionaire, then upon prior consent of the Contract Administrator, some items may be provided in coordination with County Parks staff and concessionaire.

All other terms in the original Agreement remain in full force and effect.

Approved on the ____ day of _____, 2016.

Mark Nayden ("Nayden")

By: 

Printed Name: Mark Nayden

Title: DIRECTOR

Date: FEB 9, 2016

Williamson County, Texas ("County")

By: _____

Dan A. Gattis

Title: Williamson County Judge

Date: _____, 2016