

EXHIBIT
"A"

**FIRST AMENDMENT
TO
"MANAGEMENT AGREEMENT"**

This First Amendment to the "Management Agreement" is made by and between the City of Round Rock (hereinafter referred to as the "OWNER") and Kemper Sports Management, Inc. (hereinafter referred to as "KSM").

WHEREAS, the City and the Association executed a Management Agreement on November 22, 2016, by Resolution No. R-2016-3956, for management services for "Forest Creek Golf Club" (hereinafter the "Club"); and

WHEREAS, the City and KSM have determined that it is necessary to amend the Agreement to modify and clarify certain terms;

NOW, THEREFORE, premises considered, the City and the Association agree that said Agreement is amended as follows:

I.

**ARTICLE 3
MANAGEMENT SERVICES**

Section 3.3 shall be amended as follows:

3.3 The Scope of Services. KSM will manage all activities of the Club that are included in the annual Business Plan and approved by Owner. **Notwithstanding the foregoing, KSM shall have the sole and exclusive control over the alcoholic beverage service in strict compliance with Section 109.53 of the Texas Alcoholic Beverage Code.** KSM will operate the Club consistent with the vision and mission statements contained within the Business Plan, the tactical resources determined, and the appropriate operating policies and policies specified therein. Subject to the terms of this Agreement and approved Business Plan, which shall include the Operating Budget, KSM shall have the authority and responsibility to:

Section 3.3.4 shall be amended as follows:

3.3.4 Manage and supervise all day-to-day operations of the Club, including but not limited to, tee time reservations, collecting green and cart fees, clubhouse operations, outside services, course maintenance, managing tournaments and events, food and **alcoholic and non-alcoholic** beverage services, payroll, benefits administration, accounting and financial reporting;

Section 3.6 shall be amended as follows:

3.6 Club Operations. KSM shall use commercially reasonable efforts to perform all acts that are necessary in the opinion of KSM to operate and manage the Club, subject to the

Business Plan, the Approval rights and terms and conditions set forth herein, on behalf of and for the account, and at the sole cost and expense of, Owner, in accordance with the standards of quality expected at high quality golf courses in the vicinity of the club. KSM shall have the authority and responsibility for the administration, operation, and management of the Club and Property. **KSM shall have sole and exclusive control of alcoholic beverage sales and revenue.** At a minimum, KSM shall perform the following acts and services:

II.

ARTICLE 4 RESPONSIBILITIES OF OWNER

Section 4.1 shall be amended as follows:

4.1 Expenditures. Owner acknowledges that it is solely responsible for all Operating Expenses and capital expenditures required for or on behalf of the Club, **except those related to the alcoholic beverage service,** provided that such Operating Expenses are made by the terms of this Agreement. Owner shall be responsible for all other expenditures and obligations in connection with the Club and the Property, including without limitation, all federal, state and local taxes and all principal and interest payments on indebtedness.

III.

With the exception of the terms amended herein, there shall be no other changes to the terms of the original Agreement and those such terms shall remain effective.

[Signatures on the following page.]

IN WITNESS WHEREOF, Owner and KSM have executed this Amendment No. 1 to the Management Agreement to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

**KEMPER SPORTS MANAGEMENT,
INC.**

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney