

## **First Amendment to Agreement for Use of School Athletic Fields and Gyms**

This **FIRST AMENDMENT** to Agreement for Use of School Athletic Fields and Gyms (this "First Amendment") is made and entered to be effective July 15, 2015 by and between the **Town of Huntersville** (the "Licensee" or "Town"), and **The Charlotte-Mecklenburg Board of Education** (the "Owner" or "CMBE").

### **RECITALS:**

- A. CMBE and Town entered into that certain Agreement for Use of School Athletic Fields dated July 1, 2014 (the "Original Agreement") pursuant to which Town is given permission to use certain CMBE facilities when such facilities are not being used for school purposes.
- B. CMBE and Town have agreed to certain security-related measures related to Town's use of the gym at the existing J.M. Alexander Middle School site as set forth herein.
- C. CMBE and Town also acknowledge the pending school construction project on the existing Blythe Elementary School property which will make certain fields unavailable.

### **AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **Improvements to be made at Town's Expense to Existing J.M. Alexander MS Gym; Security Protocols; Future Cooperation.**

The Town shall install an access panel for the existing J.M. Alexander gym at no cost to owner. The specific design and equipment shall be reviewed and approved in advance by CMBE Building Services staff and Police Department. The access panel shall be installed by a vendor approved in advance by CMBE Building Services staff and Police Department. Installation and construction shall occur at dates and times approved in advance by CMBE Building Services staff and Police Department. Until such time, the Town shall continue to access to the J. M. Alexander gym through the normal CMBE Community Use of Schools process.

Security protocols shall be agreed to in advance between Town of Huntersville staff and CMBE Police Department. These protocols may be modified from time-to-time at the discretion of the CMBE Police Department in consultation with Town staff. The current intentions and agreement between Town and CMBE regarding security protocols are:

- Town will provide keys and alarm codes for the gym only to the Primary and Secondary points of contact as referenced in the Original Agreement and to 3 Town of Huntersville, Parks & Recreation employees as follows:  
Ben Benshoof: 704-622-0219  
Josh Brock: 704-622-0217  
Tony Darcangelo: 704-604-6718
- Each employee shall be given his/her own code so it is known specifically who has accessed the gym.

- A Town employee shall be present at all times during any use of the gym for Huntersville programs pursuant to the Original Agreement and this First Amendment.
  - The gym is the only facility at J. M. Alexander Middle School for which access will be provided in this manner.
  - Under no circumstances will the three identified employees that have been supplied CMS burglar alarm codes share those codes with anyone.
2. **Removal of Fields Use.** In connection with the planned “J.M. Alexander replacement school project” which will be constructed on what is currently known as the Blythe Elementary School site (the “New Middle School Project”), parcel ID #017-051-12, the athletic fields will be impacted by construction and will not be available for use once construction commences. The fields that will be needed for the New Middle School Project are shown on **Exhibit A** attached hereto and incorporated herein by reference. The Original Agreement shall be amended to terminate to those fields effective December 1, 2015. Exhibit A is hereby amended to delete the Blythe Elementary School fields from the exhibit as of December 1, 2015.
  3. **Definition of Agreement; Capitalized Terms.** All references in the Original Agreement and this First Amendment to “Agreement” shall mean the Original Agreement, as amended by this First Amendment. All capitalized terms not otherwise defined in this First Amendment shall have the meanings given to them in the Original Agreement.
  4. **Unmodified Terms.** Terms and provisions of the Original Agreement which are not expressly modified by this First Amendment shall remain in full force and effect.
  5. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument. This First Amendment may also be executed and delivered via fax.
  6. The Designated Board Representative on page 1 of the Original Agreement shall be deleted and replaced with the following:

Peggy Hey  
Executive Director, Facility Planning & Management  
Charlotte-Mecklenburg Schools  
3301 Stafford Drive  
Charlotte, NC 28208

7. **Termination for Convenience; Default.** Section 6 of the Original Agreement shall be deleted and replaced with the following: Either party may terminate this Agreement, as to all or a portion of the Facilities at Bradley Middle School, Blythe Elementary School, and Torrence Creek Elementary School, for convenience with two (2) years advanced written notice to the other party. Either party may terminate this Agreement, as to all or a portion of the Facility at J.M. Alexander Middle School, for convenience with six (6) months advanced written notice to the other party. Owner is terminating the agreement for the use of Blythe Elementary School fields as of December 1, 2015.

**IN WITNESS WHEREOF**, the parties do hereby execute this First Amendment for the purposes above stated.

**Town of Huntersville**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**The Charlotte-Mecklenburg Board of Education**

By: \_\_\_\_\_

**Ann Clark, Superintendent**

**Reviewed by:**

\_\_\_\_\_  
**Carol Stamper, Chief Operating Officer**

**Approved as to Form:**

\_\_\_\_\_  
**Kevin M. Bringewatt, Board Attorney**