ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN BUNCOMBE COUNTY AND THE TOWN OF WOODFIN FOR DESIGN AND CONSTRUCTION SERVICES FOR GREENWAYS

THIS ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN BUNCOMBE COUNTY AND THE TOWN OF WOODFIN FOR DESIGN AND CONSTRUCTION SERVICES FOR GREENWAYS ("Addendum") is made and entered into this ____ day of June 2026, by and between Buncombe County ('County") and the Town of Woodfin ("Woodfin").

W I T N E S S E T H

Whereas, on November 21, 2017, Buncombe County and the Town of Woodfin entered into an Interlocal Agreement For Design and Construction Services for Greenways ("Interlocal Agreement");

Whereas, by the terms of the Interlocal Agreement, Buncombe County agreed to act as agent for Woodfin to conduct, oversee, and manage the construction of greenway projects along the French Broad River;

Whereas, following the execution of the Interlocal Agreement, the parties identified two feasible greenway projects in Woodfin: EB-5774AA Segment and EB5774B Segment ("Woodfin Greenways");

Whereas, the County and Woodfin desire to update the Interlocal Agreement to clarify roles and responsibilities concerning the construction and ongoing maintenance of the Woodfin Greenways; and

Whereas, pursuant to N.C. Gen. Stat. § 160A-461 units of local government may enter into contracts or agreements with each other in order to execute any undertaking.

NOW THEREFORE, for and in consideration of the promises and covenants contained herein, the Parties agree to this Addendum to the Interlocal Agreement Between Buncombe County and the Town of Woodfin for Design and Construction Service For Greenways as follows:

1. The recitals set forth above, along with the definitions of certain terms, are incorporated by reference as if fully set forth herein.

2. Buncombe County agrees to complete the construction of the Woodfin Greenways (Segments EB-5774AA and EB5774B) as depicted in Exhibit A, which is incorporated by reference as if fully set forth herein, including securing easements, completing necessary engineering and permitting, procurement of a contractor, construction administration and oversight, and funding. At the conclusion of the construction warranty period and issuance of the final certificate of completion, Buncombe County shall transfer ownership of the Woodfin Greenways to the Town of Woodfin.

3. The Town of Woodfin agrees to:
   a. Support the County in all aspects of the development of the Woodfin Greenways;
   b. Accept the Woodfin Greenways and related easements from the County upon conclusion of the construction period and issuance of the final certificate of completion;
   c. Maintain the Woodfin Greenways for public use in perpetuity;

d. Complete Riverside Park (Phases I & II) including Taylor's Wave; and
e. Restore Silver-Line Park, including the construction of new public restrooms.

4. The Parties agree to share information as necessary to ensure the completion of the Greenways and inform the public of their status.

5. Termination. Either party may terminate this Agreement upon thirty-day's written notice.

6. Insurance and Indemnity.

   a. Buncombe County. Buncombe County is self-insured for tort claims. To the extent permitted by and consistent with North Carolina law, the County shall indemnify and save harmless Woodfin and its officers, agents, and employees from all liability, loss, and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of the County for any damages that result from County's negligence in constructing the Woodfin Greenways. The parties agree that nothing in this Addendum constitutes a waiver of sovereign/governmental immunity, and that the County's obligations in this paragraph shall be limited to the extent and manner of recovery pursuant to the County's self-insured claim policies and state law

   b. Town of Woodfin. To the extent permitted by and consistent with North Carolina law, Woodfin shall indemnify and save harmless the County and its officers, agents, and employees from all liability, loss, and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of Woodfin for any damages that result from Woodfin's negligence in maintaining the Woodfin Greenways. The parties agree that nothing in this Addendum constitutes a waiver of sovereign/governmental immunity.

7. Entire Agreement. The Interlocal Agreement and this Addendum contain the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth herein.

8. Amendments. This Addendum may not be altered or amended except in writing duly executed by both Parties.

9. Claims & Disputes.

   a. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Addendum shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

   b. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this

paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

10. Severability. The provisions of this Addendum shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of other provisions hereof. If any provision of this Addendum is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

11. All other terms and conditions of the Interlocal Agreement remain in full force and effect. This Addendum is effective as of July 1, 2026. If there is any conflict between this Addendum and the Interlocal Agreement, the provisions of this Addendum shall prevail. The parties hereby amend the Contract by the signatures of duly authorized officials or agents.

12. Representations and Warranties. Each party represents and warrants that this Addendum has been duly authorized and executed and constitutes the binding obligation of each party, its successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to the Interlocal Agreement Between the County of Buncombe and the Town of Woodfin for Design and Construction Services for Greenways to be executed in their respective names, the day and year first written above.

COUNTY OF BUNCOMBE

By: _____
Amanda Edwards, Chair
Board of Commissioners

Attest:

_____

TOWN OF WOODFIN

By: _____
Jim McAllister, Mayor

Attest:

_____

This instrument has been preaudited in the manner required
by the Local Government Budget and Fiscal Control Act.

_____

Melissa Moore,
Finance Director