

**AMENDMENT NO. ONE TO MOU REGARDING  
USE OF A-B TECH FACILITIES**

WHEREAS, pursuant to G.S. § 166A-19.61, any corporation who grants a license or privilege or otherwise permits or allows the designation or use of the whole or any part of real or personal property "for the purpose of activities or functions relating to emergency management as provided for in this Chapter or elsewhere in the General Statutes shall not be civilly liable for the death of or injury to any person or the loss of or damage to the property of any persons where such death, injury, loss, or damage resulted from, through, or because of the use of the said real or personal property for any of the above purposes, provided that the use of said property is subject to the order or control of or pursuant to a request of the State government or any political subdivision thereof.";

WHEREAS, based on Hurricane Helene, on September 26, 2024, Buncombe County declared a Local State of Emergency in an effort to promote safety and responsibility during Hurricane Helene and its aftermath;

WHEREAS, said Buncombe County declaration activated the Emergency Management Plan adopted by Buncombe County along with all applicable mutual assistance compacts and agreements, and all Emergency Management personnel have been ordered to cooperate in the implementations of the provisions of the County's Emergency Management Plan;

WHEREAS, per the Emergency Management Plan, Buncombe County requested the assistance of the College, by and through its President, with providing emergency providers space and other related emergency use as necessary;

WHEREAS, the College agreed to offer such assistance by providing the County with a license to use certain portions of the Ferguson Center for Allied Health and Workforce Development, A-B Tech / Mission Health Conference Center, and the Coman Gym, (collectively referred to as "College facilities") all located on the College's main Buncombe County campus;

WHEREAS, the Board of Trustees of Asheville-Buncombe Technical Community College, ("College") and the County of Buncombe, North Carolina, ("County") are parties to a Memorandum of Understanding ("MOU") regarding the County's use of College facilities, dated October 10, 2024;

WHEREAS, the College and the County wish to amend their MOU, allowing the County a limited non-exclusive license to erect an 8'x10' structure with concrete pad underneath as a monitoring station adjacent to parking lot A-12 on Facilities Way, where a current storm water project is taking place under EPA regulations;

WHEREAS, the College and the County have determined to enter into this Amendment No. 1 to allow the County's limited use as described more fully below; and

WHEREAS, the Parties hereto each acknowledge they are authorized to execute and enter into this Amendment No. One.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. The MOU is hereby extended to include a period up to June 1, 2025.
2. The list of the College's facilities subject to the MOU is hereby increased to include a limited non-exclusive license to the County to erect an 8'x10' structure with concrete pad underneath as a monitoring station adjacent to parking lot A-12 on Facilities Way, where a current storm water project is taking place under EPA regulations.
3. The College's primary point of contact for all contractual and legal issues related to this Amendment No. One and MOU is hereby Mrs. Beth Green, Director of Facilities Support.
4. All other provisions of the MOU remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agreement by their officers thereunto duly authorized as of the day and year first written above.

**County of Buncombe**

**The Board of Trustees of Asheville-  
Buncombe Technical Community College**

By: \_\_\_\_\_  
(Signature)

By:   
(Signature)

\_\_\_\_\_  
(Printed Name)

Dr. John Gossett  
\_\_\_\_\_  
(Printed Name)

Buncombe County Manager

President

(Date) \_\_\_\_\_

(Date) 4/10/25