

## **FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT-LOU HAMMOND GROUP**

This First Amendment to Independent Contractor Agreement-Lou Hammond Group by and between **THE JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY**, (the “Authority”), an authority of Jackson County, North Carolina and having its principal offices at 98 Cope Creek Road, Suite D, Sylva, North Carolina, and Lou Hammond & Associates, Inc. (SC), a South Carolina Corporation, doing business as Lou Hammond Group (the “Contractor” or “Consultant”) (collectively, the “Parties”). is effective January 1, 2023 (“Effective Date”).

WHEREAS, the Authority and the Contractor entered into that certain Independent Contractor Agreement for Public Relations Services dated July 1, 2022 (“Agreement”); and

WHEREAS, the Authority and Contractor now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section 4.0 Compensation and Exhibit “A” the Scope of Work are hereby amended to allow for compensation in the total fee of \$42,000 for the last six months of the Agreement from January 1, 2023 through June 30, 2023 to be billed at \$7,000 per month per the terms of the Agreement.
2. The account administration fee will be \$250 a month to cover administrative and operating expenses including printing, photocopying, postage, long distance telephone calls, messenger service and media relations tools. In addition, Authority will be billed on a monthly basis for reimbursement at cost of out-of-pocket expenses incurred on their behalf. These expenses will be presented in advance for review prior to incurring any expense on their behalf, which include FedEx and staff/media travel.
3. Payment due dates, late fees and termination provisions remain as set forth in the Agreement.
4. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
5. This Amendment embodies the entire agreement between the Authority and the Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of the Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify

the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

7. This Amendment shall be construed and government by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this agreement as of the Effective Date.

AUTHORITY:

\_\_\_\_\_  
Jackson County Tourism Development Authority  
Daniel Fletcher, Chair  
Date

CONTRACTOR:

\_\_\_\_\_  
Lou Hammond & Associates, Inc. (SC)  
Stephen Hammond, CEO  
Date

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

\_\_\_\_\_  
Signature of Finance Officer  
Date