

**STATE OF NORTH CAROLINA
COUNTY OF JACKSON**

**ARCHITECT'S SERVICES
AMENDMENT #1**

THIS AMENDMENT is made to be effective and is entered into as of the 13th day of August, 2020, by and between **THE COUNTY OF JACKSON (THE JACKSON COUNTY BOARD OF COMMISSIONERS)** ("Jackson County"), a body politic and subdivision of the State of North Carolina **THE JACKSON COUNTY BOARD OF EDUCATION**, a local educational agency and body politic and corporate of the State of North Carolina ("Board") and **MCMILLAN PAZDAN SMITH, PLLC**, a South Carolina corporation registered to do business in the State of North Carolina ("McMillan Pazdan").

WHEREAS, Cort Architectural Group PA, a North Carolina Professional Corporation ("the Architect"), entered into a Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services with the Jackson County Board of Commissioners on June 23, 2000 (the "2000 Contract");

WHEREAS, the Architect's services have been obtained under the terms of the 2000 Contract for multiple projects for the Board during the past 21 years;

WHEREAS, John Cort was the principal architect and President of Cort Architectural Group PA and is now employed by McMillan Pazdan;

WHEREAS, it is the desire of Jackson County, the Board, and McMillan Pazdan to amend the Architect's 2000 Contract;

WHEREFORE, the parties to this Amendment #1, for and in consideration of the covenants and agreements contained in this amendment to the 2000 Contract and other good and valuable consideration, amend and revise said Contract, as follows:

1. Article 1.3.7, Miscellaneous Provisions, is amended by adding the following:
1.3.7.10 The 2021 Security Upgrades Jackson County Public Schools is the final Jackson County Schools Board of Education project to be completed under the 2000 Contract. Payment of fees owed to the Architect pursuant to the terms of the 2000 Contract for the said 2021 Security Upgrades project shall operate as full accord and satisfaction of the 2000 Contract.
2. Article 1.5.1 of the Contract is deleted and replaced with Lorna Bolkey's July 13, 2021 email to Lindsey Rhoden, which is attached as Exhibit A to this Amendment. Exhibit A is hereby incorporated into the 2000 Contract.
3. Article 1.5.9 is deleted.
4. John Cort executes this Amendment in his capacity as Senior Architect for McMillan Pazdan; to the extent that it has any remaining interest in the 2000 Contract or any amendment thereto, John Cort executes this Amendment on behalf of and as a necessary step in winding up the business of Cort Architectural

Group, PA, to release any claims or interests whatsoever arising from the 2000 Contract.

5. This Amendment #1 is not an assignment of the 2000 Contract.
6. The signatories hereto certify that each has all necessary authority to bind their respective parties, on behalf of and as the act of said parties.
7. This Amendment may be executed in multiple counterparts, each of which shall be considered an original. Copies sent by electronic means shall be deemed to be original documents. This instrument shall be interpreted as having been jointly drafted by the parties, and no presumptions shall arise on account of authorship of this instrument.
8. The foregoing is effective as of August 13, 2021 and, except as amended herein, the terms and conditions of the 2000 Contract shall govern.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their signed representatives.

**THE COUNTY OF JACKSON (THE
JACKSON COUNTY BOARD OF
COMMISSIONERS)**

By _____
Brian T. McMahan, Chairman

Date Signed: _____

ATTEST:

By _____
Angela M. Winchester, Clerk to the Board

Date Signed: _____

Pre-Audit Certificate:

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

Darlene Fox, Finance Officer

**THE JACKSON COUNTY
BOARD OF EDUCATION**

By _____
Ali Laird-Large, Chairwoman

Date Signed: _____

MCMILLAN PAZDAN SMITH, PLLC

By _____
Ron G. Smith, Managing Principal

Date Signed: _____

By _____
John Cort, Senior Architect

Date Signed: _____

Pre-Audit Certificate:

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).

Kristie Walker, Finance Officer