

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated as of July 1, 2020 (hereinafter "**Agreement**") is entered into by and between CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereinafter "**CORNERSTONE**"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington D.C. 20024, and the BOARD OF COMMISSIONERS OF LOWNDES COUNTY (hereinafter "**LOWNDES COUNTY**"), with its principal place of business at 327 North Ashley Street, Valdosta, GA 31601 (hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, CORNERSTONE is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state, and local governments and governmental and regulatory authorities (hereinafter "**GR Services**"); and

WHEREAS, LOWNDES COUNTY and CORNERSTONE desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which CORNERSTONE will provide certain GR Services to LOWNDES COUNTY:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the date first written above and continue through June 30, 2021 (hereinafter referred to as the "**Term**"). The Parties may mutually agree in writing to extend the Term.

2. Termination. This Agreement may be terminated by either Party with or without cause at any time during the Term after thirty (30) days' written notice to the other Party. LOWNDES COUNTY shall pay CORNERSTONE all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances otherwise owed under this Agreement not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by CORNERSTONE in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by LOWNDES COUNTY.

3. Services by CORNERSTONE. During the Term, CORNERSTONE shall provide Federal GR Services to LOWNDES COUNTY relating to governmental services as detailed below. All CORNERSTONE communications with LOWNDES COUNTY will include at a minimum its County Manager and other key representatives of LOWNDES COUNTY. The precise scope and extent of the GR Services for LOWNDES COUNTY may be amended by mutual agreement of the Parties but generally focus on:

- Regularly monitoring, analyzing, and providing information to LOWNDES COUNTY regarding federal legislative, regulatory, and policy making that may impact the services LOWNDES COUNTY provides or funds, or both;
- Maintaining close and regular communication and relationships with the Georgia Congressional Delegation staff including both formal and informal communication ("Hall Talk") to ensure LOWNDES COUNTY is aware of proposed legislation and changes in federal regulations and policies that could potentially impact the services LOWNDES COUNTY provides