

or funds, or both. All information will be transmitted to LOWNDES COUNTY for action as appropriate;

- Assisting, as appropriate, with LOWNDES COUNTY'S efforts to influence preferred federal legislation affecting the services LOWNDES COUNTY provides or funds, or both; and
- Assisting with periodic trips and visits of LOWNDES COUNTY representatives to Washington, D.C. by recommending and supporting arrangements for appointments, meetings, and receptions.

In performing the GR Services, CORNERSTONE will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the (i) U.S. Congress, the U.S. Presidential Administration, independent federal departments and agencies; and (ii) third parties regarding the relevant issues. CORNERSTONE will also provide other general informational bulletins or updates that LOWNDES COUNTY reasonably requests.

4. Relationship of the Parties. The Parties acknowledge and agree that each is an independent entity and, as such, neither Party may represent itself as an employee, agent, or representative of the other. Neither Party may incur any obligations on behalf of the other Party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship, or any other relationship except as set forth between the Parties.

5. Fee. CORNERSTONE shall invoice LOWNDES COUNTY monthly for the GR Services and payment for such GR Services shall be made by LOWNDES COUNTY to CORNERSTONE in twelve (12) advance monthly payments of eight thousand dollars (\$8,000.00) plus reasonable and customary out-of-pocket expenses relating to the GR Services for LOWNDES COUNTY with any out of town travel being approved in advance by LOWNDES COUNTY (the "Fee"). LOWNDES COUNTY will make the first payment of the Fee upon CORNERSTONE invoice within thirty (30) business days of the date this Agreement is executed by both LOWNDES COUNTY and CORNERSTONE. The Parties agree to discuss in good faith any adjustment in the Fee that either Party shall deem appropriate given the level of GR services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any CORNERSTONE activities or services provided or expenses incurred under this Agreement.

6. Confidentiality. CORNERSTONE agrees with respect to any written information marked "confidential" or "proprietary" by LOWNDES COUNTY or information disclosed orally and identified orally as "confidential" or "proprietary" by LOWNDES COUNTY at the time of disclosure and reduced to writing (hereinafter "**Confidential Information**"), that CORNERSTONE will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of LOWNDES COUNTY; provided, however, Confidential Information may be provided by CORNERSTONE to those of its employees who need such information to enable CORNERSTONE to perform its obligations hereunder and who are required to keep such information confidential, and to its auditors, consultants, and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by CORNERSTONE from a third party under no obligation of confidentiality to LOWNDES COUNTY; or (iii) is disclosed by LOWNDES COUNTY to a third party without restriction.