

INTERGOVERNMENTAL SERVICE AGREEMENT

This **INTERGOVERNMENTAL SERVICE AGREEMENT**, dated as of _____, 2023, by and between the Augusta-Richmond County Coliseum Authority (the “Authority”), a public corporation created and existing under the laws of the State of Georgia, and Augusta, Georgia (“Augusta”), a political subdivision created and existing under the laws of the State of Georgia;

WITNESSETH:

WHEREAS, the Authority and Augusta have determined that it is in their best interest to create a relationship in which the Parties shall seek government relations and federal lobbying services; and

WHEREAS, such relationship is to the mutual benefit of the Authority and Augusta as the provision of these Services will allow the Parties to present a more comprehensive plan for the allocation of federal funds; and

WHEREAS, in a Meeting of the Augusta, Georgia Commission (the “Commission”) held on _____, 2023, the Commission authorized the transfer of one hundred and twenty thousand dollars (\$120,000.00) to the Authority for the purpose of coordinating the delivery of Services;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained, the Parties hereby agree as follows:

1. SERVICES. The Authority will undertake to enter into such agreements as necessary to expand the above-referenced Services. The Authority does not guarantee the results of these Services or any federal funding as a result of these Services.

2. FUNDS TRANSFER. Upon the execution of this Agreement, Augusta shall transfer one hundred and twenty thousand dollars (\$120,000.00) to the account of the Authority to fund the Services described in paragraph 1 above.

3. DURATION. This Agreement shall become effective upon execution by the Parties and shall remain in place until such time as the transferred funds, in the amount of one hundred and twenty thousand dollars (\$120,000.00), are depleted. Upon the depletion of said funds, the Parties may mutually agree to renew this Agreement, in writing, and such renewal shall be contingent upon the additional funds being transferred between the Parties. Each subsequent renewal shall remain in place until such time that the additional funds have been depleted, and there shall be no limit on the number of renewals between the Parties; however, under no circumstances shall this Agreement extend beyond three (3) years from the date of execution, regardless of the availability of funding.

4. COUNTERPARTS. This Agreement may be executed in two (2) or more identical counterparts, which, when delivered, shall constitute one in the same instrument and shall be enforceable as if all Parties had executed a single document. To expedite the execution of this

Consent, the Parties agree that this Consent may be signed by hand or by electronic means on the signature line of this document. The Parties agree that all such signatures shall be fully binding and that the counterpart signatures may be transmitted by mail, hand delivery, email and/or by any other electronic method to the other party or counsel of record for the party and will have the same binding effect as any original ink signature. It is further agreed that this Consent shall be fully effective when signed by all Parties hereto.

IN WITNESS WHEREOF, the Authority has executed this Agreement by causing its name to be hereunto subscribed by its Chairman; and Augusta has executed this Agreement by causing its name to be hereunto subscribed by its Mayor; all being done as of the day and year first above written.

**AUGUSTA-RICHMOND COUNTY
COLISEUM AUTHORITY**

AUGUSTA, GEORGIA

By: _____
Chairman

By: _____
Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission