



Consulting Services Agreement

This Consulting Services Agreement (this “**Agreement**”) is entered into effective as of June 3, 2024 by and between Alamance County (the “**Client**”) and Southern Resource Advisors, LLC (the “**Consultant**”). Client desires to engage Consultant to provide the services described in this Agreement, and Consultant desires to provide such services pursuant to the terms of this Agreement. In consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services. Client hereby engages Consultant, and Consultant hereby accepts such engagement, as an independent contractor to provide certain services to Client on the terms and conditions set forth in this Agreement. Consultant shall provide to Client the services set forth on Schedule 1 (the “**Services**”). Unless otherwise set forth in Schedule 1, Consultant shall furnish, at its own expense, the equipment, supplies and other materials used to perform the Services.
2. Fees and Expenses. As full compensation for the Services, Client shall pay the fees set forth on Schedule 1 (the “Fees”), payable in accordance with the terms set forth on Schedule 1. Consultant shall be solely responsible for any travel or other costs or expenses incurred by Consultant in connection with the performance of the Services, and in no event shall Client reimburse Consultant for any such costs or expenses.
3. Relationship of the Parties. In performing the Services, Consultant shall act as an independent contractor of Client only, and Consultant shall not receive any commission, fees or other compensation from any vendor, service provider or party other than the Client. Consultant shall be an independent contractor of Client, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Consultant and Client for any purpose. Consultant has no authority (and shall not hold itself out as having authority) to bind Client and Consultant shall not make any agreements or representations on Client’s behalf without Client’s prior written consent. Without limiting the foregoing, Consultant will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Client to its

employees, and Client will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Consultant's behalf. Consultant shall be responsible for all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Consultant in connection with the performance of the Services shall be Consultant's employees or contractors and Consultant shall be fully responsible for them.

4. Access. Client shall provide Consultant with access to its premises, equipment, data and information to the extent necessary for the performance of the Services or the determination of the Fees due.

5. Confidentiality. Consultant acknowledges that it will have access to information that is treated as confidential and proprietary by Client, including, without limitation, information pertaining to business operations and strategies, pricing, finances, sourcing, and operations of Client, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "**Confidential Information**"). Consultant agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party other than Consultant's employees, officers, directors, contractors, or other advisors who need to know such Confidential Information in connection with the performance of the Services and are bound by confidentiality obligations no less protective of the Confidential Information than the terms of this Agreement without the prior written consent of Client in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Confidential Information shall not include information that is or becomes generally available to the public other than through Consultant's breach of this Agreement or is communicated to Consultant by a third party that had no confidentiality obligations with respect to such information. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order.

6. Limitation of Liability. IN NO EVENT SHALL CONSULTANT OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT OR THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. FURTHER, IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

7. Miscellaneous. Each party represents and warrants to the other party that (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder and (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action. This Agreement, together with Schedule 1, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party waiving compliance. This Agreement is not assignable by any party without prior written consent of the other party; provided, however, that subject to the requirements in Section 5 above, Consultant may subcontract the performance of any of its duties or obligations under this Agreement to any third party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first written above.

Consultant:
SOUTHERN RESOURCE ADVISORS LLC

Client:
Alamance County

By: Phillip R Huffman

By: _____

Phillip R. Huffman, President

Name: _____

Title: _____

SCHEDULE 1

1. Services: Consultant shall examine and analyze the items of expense and revenue of Client listed below and to complete the process to achieve funding in the following area:

State Criminal Alien Assistance Program (SCAAP) FY 2024 (July 1, 2022 – June 30, 2023)

Consultant will assist Client with completion of the FY 2024 SCAAP application. The Client agrees that SCAAP is currently not under evaluation by CLIENT and all funding for this program will be eligible for full payment of fees to Consultant.

Consultant will furnish CLIENT with the completed forms to file for the SCAAP application.

2. Fees and Payment Terms: CLIENT agrees to pay Consultant a fee equal to thirteen (13) cents of every dollar received from the SCAAP. This fee will be paid upon receipt of the SCAAP funding and upon submission of a proper invoice to the CLIENT. Client shall pay each invoice within thirty (30) days following the date of the invoice.

3. Termination of a Selected Service. Either party, in its sole discretion, may terminate any Selected Service at any time during the Term, without cause, by providing at least thirty (30) days prior written notice to the other party. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment and delivery obligation, incurred by either party prior to such expiration or termination or that otherwise survives the expiration or termination of this Agreement.

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

Date: _____

Finance Officer