



PARAGON HERITAGE LLC

Letter of Agreement for Consulting Services

This agreement for services is entered into by and between **Paragon Heritage, LLC** ("Consultant") and the **City of Madison, Alabama** ("City") for the provision of historic preservation consulting services. Specifically, **Paragon Heritage, LLC** will provide grant application services supporting the rehabilitation of the Farley-Wann House located at 225 Mill Road, Madison, AL 35758 ("Property").

1. Scope of Work

Under this agreement, Consultant will undertake the following work:

- ◇ Research current historic preservation grants available for the Property;
- ◇ Track deadlines and grant cycles to ensure timely application thereto;
- ◇ Collate and curate supporting information required for said grants;
- ◇ Research/develop the history of the Property as needed for required detail in application(s);
- ◇ Prepare and submit four (4) historic preservation grant applications for the Property;
- ◇ Track status of application(s) and keep the City apprised of any developments/updates;
- ◇ Act as point of contact with the granting organization for the duration of the application & review process.

2. Fee:

Consultant will undertake the work outlined above for a flat rate of \$800. This will be paid in two installments of \$400, with the first 50% payment due upon receipt of invoice, and the final payment due upon completion of the project.

Should the scope of work expand beyond that envisioned above, any additional work will be billed at a rate of \$60.00/hr.

3. Schedule:

Consultant will work with the City to determine an appropriate schedule based on wider project requirements and needs, and which is tied to specific grant cycles. All work is anticipated to be completed within twelve (12) months of the date of this agreement.

4. Termination:

This agreement may be terminated, in writing, by either party subject to the delivery by the Consultant of any outstanding completed work, and payment by the City of any fees due for services rendered.

5. Arbitration:

Parties agree that any disputes arising under this agreement will be resolved through binding arbitration, by a mutually agreed mediator from the American Arbitration Association.

6. Confidentiality

Any reports, information, data, memoranda, or documents in any form – electronic or otherwise – prepared or assembled by the Consultant under this agreement shall remain the property of the City, even if in the possession of the Consultant, and the Consultant shall maintain confidential all of such information, unless required by this agreement, or specifically authorized in writing by the City.

7. Controlling Law:

This agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.

Signed:

Tristram Evans for Paragon Heritage, LLC

Date

Authorized Signatory for City of Madison, AL

Date