

RESOLUTION NO. 2014-10

**A RESOLUTION TO APPROVE AN AGREEMENT WITH
MARY WHELAN TO PROVIDE GRANT WRITING SERVICES
AND TO AUTHORIZE THE MAYOR TO SIGN SUCH AGREEMENT**

Resolution of the City of Cherokee Village, Arkansas

WHEREAS, the City of Cherokee Village, Arkansas, has a need for someone to pursue available grant money for the continued improvement of the city; and

WHEREAS, Mary Whelan has specific experience and skills in the area of applying for and administering grant money when awarded; and

WHEREAS, the parties are in agreement that Mary Whelan provide such services to the City of Cherokee Village on a per-grant basis.

THEREFORE BE IT RESOLVED THAT the City Council of the City of Cherokee Village, Arkansas, does hereby elect under state statutes not to use competitive bidding for the provision of these services and does hereby approve and authorize the Mayor to enter into an agreement with Mary Whelan to provide grant writing services to the City of Cherokee Village.

PASSED AND APPROVED BY THE CHEROKEE VILLAGE CITY COUNCIL.

YES VOTES 8 **NO VOTES** _____

DATED: 10/17/14

APPROVED:

Lloyd Hefley
Lloyd Hefley, Mayor

ATTEST: Lana Hamilton
Lana Hamilton, Clerk/Treasurer

MEMORANDUM OF UNDERSTANDING

This document sets out the understanding between the City of Cherokee Village, Arkansas, and Mary Whelan (92 Isleta Dr., Cherokee Village, AR 72529) concerning the manner in which Mary Whelan will provide services to the City of Cherokee Village and the manner that compensation for such services will be determined.

WHEREAS, the city of Cherokee Village, Arkansas, has a need for someone to pursue available grant money for the continued improvement of the city; and

WHEREAS, Mary Whelan has specific experience and skills in the areas of apply for and administering grant money when awarded; and

WHEREAS, the parties are in agreement that Mary Whelan provide such services to the City of Cherokee Village on a per-grant basis.

NOW THEREFORE, it is agreed between the parties, that

1. Mary Whelan will provide services to the City of Cherokee Village, Arkansas, in identifying appropriate grants, applying for appropriate grants and administering the grants awarded to the city based on Mary Whelan's efforts.
2. Mary Whelan will identify appropriate grants in consultation with the Mayor of Cherokee Village.
3. Mary Whelan will present for council approval any appropriate grants so identified.
4. Mary Whelan will not apply for any grant without the approval of the city council.
5. Mary Whelan may appropriately hold herself out as being authorized by the City of Cherokee Village, Arkansas, to apply for grant funds.
6. Mary Whelan will be compensated for her services based on the following formula:
 - A. For grant amounts under \$50,000, Mary Whelan shall receive 3.0% (three percent) of the amount awarded.

B. For grant amounts over \$50,000, Mary Whelan shall receive 5.0% (five percent) of the amount awarded.

C. For grant amounts under \$20,000, Mary Whelan shall receive 10% (ten percent) of the amount awarded.

D. The minimum Mary Whelan shall receive for smaller grants shall be \$150.00.

7. Mary Whelan will administer the grants to completion of the process. Failure by Mary Whelan to administer the grant to completion shall cause her compensation to be reduced by the amount of money required to complete the grant.
8. This Memorandum of Understanding constitutes the entire agreement between the parties concerning the subject matter thereof. Any prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, express or implied, between the parties except those expressly set forth in this Memorandum of Understanding. Any amendments or modifications of the agreement between the parties shall be in writing and executed by the parties.

Acknowledged this 21ST day of July, 2015

Mary Whelan

Mary Whelan

Russell Stokes, Jr.

Russell Stokes, Jr., Mayor

ATTEST:

Lana Hamilton

Lana Hamilton, Clerk