

**Grant-in-Aid  
Fiscal Agent Agreement  
between  
the Tohono O’odham Nation  
and  
the City of Surprise  
On behalf of  
WHAM Art Association**

THIS GRANT-IN-AID Fiscal Agent Agreement, (“Grant”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), The City of Surprise, a municipal corporation, and WHAM Art Association, a non-profit organization (“Grantee”).

**R E C I T A L S**

A. The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O’odham Nation with Federal, State and local governments.

B. The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O’odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreement on behalf of the Nation.

C. The City Manager for the City of Surprise, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said grant through Resolution approved by the City Council.

D. Arizona State Law , A.R.S. § 11-951 and 11-952 authorize the City of Surprise to enter into agreements with the Tohono O’odham Nation to perform some or all of the services specified in the contract or agreement.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

## P R O V I S I O N S

1. **Purpose.** The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.

2. **Acceptance of Duties; Monies Held in Trust.** The City of Surprise agrees to perform the duties of fiscal agent, paying agent and registrar for all monies the Nation deposits with the City of Surprise for the benefit of WHAM Art Association. The City of Surprise shall hold this funding separate from all other monies in the possession or control of WHAM Art Association. The City of Surprise shall notify the Nation, at the address set forth in Paragraph 11, that the Contribution monies are provided to the City of Surprise within five (5) business days after the distribution is made.

3. **Contribution.** The Nation shall make a payment to the City of Surprise in the amount described in Exhibit "A" (the "Contribution") on or about November 30, 2016. The City shall then make this funding available to Grantee as quickly as is feasible. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.

4. **Funding.** The Contribution payment shall be delivered to WHAM Art Association, without any further notice or invoice required, at the address set forth in Paragraph 11 below, upon the complete execution of this Grant.

5. **Disbursement of Contribution.** In accordance with the City of Surprise's policies and procedures and upon satisfactory documentation, as quickly as is feasible the City will distribute the funds to WHAM Art Association.

6. **Money Unclaimed.** In the event that the City of Surprise is unable to distribute the funding to WHAM Art Association on or before January 1, 2017, the City shall immediately notify the Nation and the Nation will arrange for the funding to be returned. Any interest earnings on the Contribution funding between the time the Nation deposits the Contribution with the City and the time the City disburses the Contribution to WHAM Art Association shall be paid to the Grantee.

7. **Consideration and Reliance.** It is acknowledged that the City of Surprise's promise to accept and disburse the funds received by the City pursuant to this Grant is full and adequate consideration and shall render this promise to provide funding irrevocable.

8. **Fees.** The City of Surprise shall not charge WHAM Art Association and shall waive any applicable administrative or other fees related to this Grant and shall not deduct any funds from the amount designated for contribution to WHAM Art Association.

9. **Dispute Resolution.** The parties mutually agree that any disputes arising between either 1) the Nation or the City of Surprise or 2) the City of Surprise and WHAM Art Association pursuant to this Grant shall be resolved through informal dispute resolution. Nothing herein is intended to be or shall be construed as a waiver of sovereign immunity by either party. In the event of a dispute between the City of Surprise and WHAM Art Association,



Surprise, AZ 85378  
Phone: 623-640-5229  
Email: [Connie.whitlock@wham-art.org](mailto:Connie.whitlock@wham-art.org)

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

12. **Term of Grant.** The term of this Grant shall begin on the date of execution and shall terminate on the one-year anniversary of this Grant.

13. **Entire Grant, Waivers and Amendments.** This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. This Grant constitutes the entire understanding and agreement of the parties. This Grant integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Grant and all amendments hereto must be in writing and signed by the appropriate authorities of each of the parties to this Grant.

14. **No Waiver.** Except as otherwise expressly provided in this Grant, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

15. **Severability.** If any provision of this Grant shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

16. **Sovereign Immunity.** Nothing in this Grant shall be deemed a waiver of any party's applicable sovereign immunity in any forum or jurisdiction.

TOHONO O'ODHAM NATION

THE CITY OF SURPRISE

\_\_\_\_\_  
Edward D. Manuel, Chairman  
Tohono O'odham Nation

\_\_\_\_\_  
Bob Wingenroth, City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

WHAM ART ASSOCIATION

\_\_\_\_\_  
Connie Whitlock, Executive Director

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Laura Berglan, Acting Attorney General  
Tohono O'odham Nation

I, Donna Bronski, attorney for the City of Surprise, have determined that this Agreement is in proper form and is within the powers and authority granted under the laws of this state to the City of Surprise.

\_\_\_\_\_  
Donna Bronski, Deputy City Attorney  
City of Surprise

## EXHIBIT "A"

<u>Program</u>	<u>Contribution</u>
Art: A Path to Healing	\$5,000.00
<b>TOTAL</b>	<b>\$5,000.00</b>

### Proposal:

**a). Explain the perceived need and explain how the proposal will address that need.**

As the United States wraps up its wars in Iraq and Afghanistan, and an already huge population of Vietnam Vets who have returned home, the significant public health issues related to Post-traumatic Stress Disorder (PTSD) and Traumatic Brain Injury (TBI) are steadily climbing. Even more distressing is that every day 22 veterans take their own lives according to the Department of Veteran's Affairs in February, 2015. According to the Census Bureau, there are approximately 20 million veterans, about 14% of the veteran population suffer from PTSD, or about 2.8 million veterans. Men and women who experienced military action will experience PTSD at rates of 10 out of 100.

As we face the growing public health challenge of PTSD/TBI, exploring new paths for ways to treat veterans is essential. Creative expression based programs are one such path. Art Therapy was recognized in 1980 by the Veterans Administration as a behavioral treatment for PTSD and TBI that allows the Veteran to identify an emotion without verbally expressing the unresolved memories and feelings.

WHAM Art Association's 'Art: A Path to Healing' art therapy type classes has, unofficially, been observed to relieve depression and anxiety as well as to improve orientation to reality. This program for Veterans with PTSD/TBI began in August, 2014 and is currently in its second year with over 30 veterans registered. They come to WHAM's community art center once a month for 6 hrs., which includes a lunch, to paint, draw, create clay pieces, carve gourds, and make recycled art. These classes are taught by professional artists who have volunteered their time to teach the Veterans. The intent is to eventually give the professional artists a stipend for their service.

The program has grown and is now offered in two locations. The original site at WHAM Art Center at 16560 N. Dysart Rd., Surprise, AZ, 85378 has room for 20 veterans at each session in the classroom. The second location is being offered at the Peoria Community Center at 8335 W. Jefferson Street, Peoria, Arizona 85345 has currently 10 registered veterans. Each class will be limited to 20 students for space requirements; however, as classes grow in number the classes will be extended to more days.

**b). Describe the population who will benefit from the proposal if approved.**

Target populations for classes called, Art: A Path to Healing; is for at-risk Veterans who are seeking treatment for substance abuse, undergoing physical rehabilitation, have experienced Traumatic Brain Injury (TBI), Sexual Trauma (MST) or experienced Post-traumatic Stress Disorder (PTSD). For Veterans seeking treatment art techniques that are taught may help participants understand the need for treatment, accept their powerlessness over addictive substances committing to a path of sobriety, it may help the veteran to achieve insights, identify strengths and deficits, and experience a sense of spirituality through self-reflection. The sense of creating and expressing oneself through art may bolster the courage, and pride of the military personnel to rejoin society gaining a productive quality of life.

**c). Include a budget of the requested funds, with the total amount requested clearly notated.**

<u>Expenses</u>	T O Nation Grant Funds	Individual Sponsorships	WHAM In-Kind
<b><u>Total</u></b>			
a) Instructors, assistants, other volunteers Fee \$23.08 per hr. x 240 hrs. (4 volunteers x 5 hrs. each session x 12 months) \$ 5,540.00			\$ 5,540.00
b) Part Time Program Manager Apportioned Salary \$ 820.00		\$ 820.00	
c) Art Supplies and equipment \$11,175.00	\$5,000.00	\$ 6,175.00	
d) Telephone/communications \$ 206.00		\$ 206.00	
e) Marketing/Printing/Publication \$ 2,060.00		\$ 2,060.00	
f) Transportation \$ 650.00		\$ 650.00	
g) Veteran's Lunches \$ 1,600.00		\$ 1,600.00	
h) Occupancy/Rent/Utilities/Janitorial \$ 1,556.00		\$ 1,556.00	
h) Art Seminars/Exhibits \$ 300.00		\$ 300.00	
i) Art Memberships \$ 150.00		\$ 150.00	
j) Pottery/Kilns Wheel etc. \$ 600.00		\$ 600.00	

k) Accounting Services \$ 1,008.00  
\$ 1,008.00

**TOTALS** **\$5,000.00** **\$ 15,125.00** **\$5,540.00**  
**\$ 25,665.00**

**Income**

---

Arizona Art Alliance Partnership \$ 1,855.00  
\$ 1,855.00  
Government Grants, ADVS \$ 4,999.00  
\$ 4,999.00  
VFW, Peoria, Individual Donations \$ 2,096.00  
\$ 2,096.00  
Major Gifts/ City Grants \$ 6,175.00  
\$ 6,175.00  
Volunteer Services Instructors, assistants  
Executive Director (In-Kind) \$5,540.00  
\$ 5,540.00  
Desert Diamond Casinos  
& Entertainment Grant Request  
\$5,000.00

---

**TOTALS** **\$5,000.00** **\$15,125.00** **\$5,540.00**  
**\$25,685.00**

**The total cost of this program is calculated as a one year or 12 month expense.**