

**RESOLUTION OF THE GOVERNING BODY
OF THE
WASHOE TRIBE OF NEVADA AND CALIFORNIA**

WHEREAS, the Washoe Tribe of Nevada and California (“Washoe Tribe”) is organized pursuant to the Provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended, to exercise certain rights of home rule and to be responsible for the general welfare of its membership; and

WHEREAS, in response to the COVID-19 public health emergency, Congress enacted the American Rescue Plan Act (“ARPA”), Pub. L. 117-2 (Mar. 11, 2021), which established a Coronavirus State Fiscal Recovery Fund (“SLFRF”) to be administered by the U.S. Department of the Treasury (“Treasury”), and

WHEREAS, Tribal governments across the country are using ARPA-SLFRF to mitigate the fiscal impacts of the pandemic and serve the needs of their communities, and

WHEREAS, the ARPA Final Rule provides the flexibility to use SLFRF funds under the Revenue Replacement category to support general government services, allowing tribal governments to address pressing needs in their communities; and

WHEREAS, the Washoe Tribe has allocated ARPA-SLFRF Revenue Replacement funds to the Washoe Development Corporation (WDC) to support economic development initiatives, and

WHEREAS, the WDC has identified the Meeks Bay Campground Water Line Repair Project as a priority initiative to support the community's economic recovery and promote sustainable development; and

WHEREAS, the Interagency Agreement (IAA) associated with this initiative ensures proper allocation and management of ARPA-SLFRF funds and is considered a binding obligation to fulfill the objectives outlined in the agreement; and

WHEREAS, the Interagency Agreement, attached hereto as Exhibit A, outlines the roles, responsibilities, deliverables, and reporting requirements of both parties in compliance with ARPA-SLFRF IAA obligation guidelines; and

WHEREAS, the Washoe Tribe has reviewed the terms of the Interagency Agreement and finds it to be in the best interest of the community.

BE IT RESOLVED BY THE WASHOE TRIBAL COUNCIL that it hereby approves the Interagency Agreement for the Washoe Development Corporation as outlined in Exhibit A, and authorizes its execution; and

BE IT FURTHER RESOLVED that the Washoe Tribal Chairman is authorized to sign and execute the Interagency Agreement on behalf of the Washoe Tribe, thereby obligating ARPA-SLFRF funds for the purposes described; and

BE IT FINALLY RESOLVED that the ARPA Office, as defined in the Interagency Agreement, is directed to oversee the implementation of the agreement, monitor compliance, and ensure timely reporting in accordance with its terms.

CERTIFICATION

It is hereby certified that the Washoe Tribal Council is the governing body of the Washoe Tribe of Nevada and California composed of eleven (11) members of whom ten (10), constituting a quorum, were present at a meeting duly held on the 30th day of December, 2024, and that the foregoing resolution was adopted by the affirmative vote of nine (9) for, zero (0) against, and one (1) abstention pursuant to the authority contained in Article VI, Section 1(h) of the Amended Constitution and Bylaws of the Washoe Tribe of Nevada and California.



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Secretary-Treasurer

Washoe Tribe of Nevada and California

1/2/2025
Date



American Rescue Plan Act (ARPA) Tribal Government Interagency Agreement

Washoe Tribe of Nevada and California

Agreement Number: 7035-IAA-WDC

1. Parties

This Internal Tribal Government Interagency Agreement ("Agreement") is made and entered into by and between:

Washoe Tribe of NV & CA – Tribal Council

ARPA Office

919 U.S. Hwy 395 N

Gardnerville, NV 89410

(Hereinafter referred to as "Washoe Tribe")

and

Washoe Tribe of NV & CA

Washoe Development Corporation

PO Box 866 US Hwy 95

Minden, NV 89423

(Hereinafter referred to as "WDC")

2. Purpose

The purpose of this Agreement is to outline the terms and conditions under which Tribal Government Unit 1 and Unit 2 will collaborate on **Washoe Development Corporation's ARPA-Interagency Agreement's** projects within, in compliance with the OMB Uniform Guidance (2 CFR Part 200), the 2024 State and Local Fiscal Recovery Funds Obligation Interim Final Rule, and the State and Local Fiscal Recovery Fund Final Rule and relevant FAQs.

3. Scope of Work

Washoe Tribe's:

- **ARPA Office will Managing Interagency Agreement (IAA):**

- ARPA Office consists of FSA Advisory Group, Chief Financial Officer, Secretary-Treasurer, Tribal Administrator, and ARPA Accountant(s).
- Communicate the terms of the agreement and any updates to all relevant stakeholders.
- Oversee the execution of the agreement, ensuring adherence to the outlined terms, milestones, and deliverables.
- Review progress and financial reports monthly to assess project performance and compliance.
- Conduct periodic reviews to identify areas of improvement, resolve compliance issues, and provide recommendations for adjustments if necessary.

- **Financial Oversight:**

- Monitor expenditures and ensure alignment with the approved budget.
- Maintain accurate records of all financial transactions and documentation for audit purposes.

- **Reporting and Documentation:**

- Consolidate reports from Tribal Government Unit 2 for submission to the ARPA Office.
- Ensure timely submission of all required reports to funding agencies and maintain proper documentation in a centralized system.

- **Risk Management:**

- Develop and monitor a risk management plan to address potential challenges, including delays, budget shortfalls, or non-compliance.
- Proactively address risks by implementing mitigation strategies and escalating unresolved issues to higher authorities when necessary.

WDC's Responsibilities:

- **Project Implementation:**

- Complete the approved comprehensive project plan (Appendix A), ensuring all milestones, deliverables, and timelines are met.
- Coordinate with the ARPA Office to ensure alignment of efforts and timely communication regarding project progress.

- **Quarterly Reporting:**

- Submit detailed quarterly reports to the ARPA Office, including:
 - Progress updates on milestones, deliverables, and financials.
 - Identified risks or challenges and proposed solutions.

- **Compliance and Performance:**

- Ensure all activities comply with the agreement's terms, federal funding requirements, and tribal policies.
- Respond promptly to any feedback or requests for clarification from the ARPA Office.

- **Resource Management:**

- Manage resources, personnel, and materials effectively to achieve project objectives.
- Request additional resources or support from the ARPA Office if necessary to address unforeseen challenges.

Both Tribal government units agree to cooperate and perform their respective tasks to achieve the objectives outlined in this Agreement.

4. Period of Performance

This Agreement shall commence on **January 1, 2025**, and shall terminate on **July 15, 2026**, or upon the full expenditure of funds, whichever occurs first. The period of performance may be extended only by mutual written consent of both parties.

5. Funding and Payment

- **Total Budget:** The total budget for this Agreement is **\$928,920** (see Appendix B for budget details).
 - **Funding Source:** Fund 7035. American Rescue Plan Act – State and Local Fiscal Recovery Fund – Revenue Replacement allocation for the Washoe Tribe of Nevada and California (*Expenditure Category 6.1*).
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6. Allowable Costs

All costs incurred by both Tribal government unit under this Agreement must be allowable, reasonable, and allocable in accordance with the OMB Uniform Guidance, State and Local Fiscal Recovery Fund Final Rule, and relevant FAQs.

7. Reporting Requirements

Both Tribal government units agree to comply with the following reporting requirements:

- **Progress Reports** (Appendix C):

Report Type	Frequency	Content	Deadline
Progress Report	Quarterly	Updates on milestones, deliverables, activities completed, financials, challenges encountered, and proposed solutions.	January 15, April 15, July 15, October 15. (following quarter-end)

- **Final Report** (Appendix C):

Report Type	Frequency	Content	Deadline
Final Report	Once (end of project)	Comprehensive summary of activities, milestones, deliverables, final financial reconciliation, and lessons learned.	Within 20 days of termination or by July 15, 2026

8. Audits and Inspections

Both parties agree to allow access to records and facilities for the purposes of audits, inspections, and compliance reviews by the ARPA Office, as required by the OMB Uniform Guidance.

9. Termination

This Agreement may be terminated by either party upon 30 days written notice to the other party. In the event of termination, both parties shall cooperate to wind down activities in an orderly manner and minimize any disruption to the project. Please note that termination of this agreement may cause loss of ARPA-SLFRF and inability to re-obligate for other purposes.

10. Amendments

Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Washoe Tribe of Nevada and California, the State and Local Fiscal Recovery Fund Final Rule and relevant FAQs, and the OMB Uniform Guidance (2 CFR Part 200).

12. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this ARPA-Interagency Agreement as of the last date written below.

Washoe Tribe of Nevada & California:

By: _____

Name: Serrell Smokey

Title: Chairman

Date: _____

Washoe Development Corporation:

By: _____

Name: Wendy Loomis

Title: President

Date: _____

Administration:

By: _____

Name: Bernadette Nieto

Title: Tribal Administrator, Washoe Tribe of NV & CA

Date: _____

Appendix A: Detailed Scope of Work

Appendix B: Budget

Appendix C: Reporting Templates

Exhibit A

Appendix A. Detailed Scope of Work (SOW)

Agreement Number: 7035-IAA-WDC

1. Introduction

This Scope of Work outlines the responsibilities and tasks to be executed by the Washoe Development Corporation and the Washoe Tribe of NV & CA in accordance with this ARPA-Interagency Agreement.

2. Objectives

- **Project 1: Meeks Bay Campground Water Line Repair**
 - Ensure the safe, reliable, and efficient repair of the Meeks Bay Campground water line to support uninterrupted water service, meet health and safety standards, and sustain the resort's operations for community and visitor use.

3. Tasks and Deliverables

Project 1: Meeks Bay Campground Water Line Repair			
Task	Description	Deadline	Deliverable
Assessment and Planning	Conduct a detailed assessment of the water line issues and develop a repair plan. This task is to be completed by the US Forestry Service Engineer .	January 15, 2025	Assessment report and repair plan.
Develop and Issue RFP	WDC to create a Request for Proposal (RFP) for the water line repair project and issue it to potential contractors.	May 31, 2025	Issued RFP and distribution records.
Contractor Selection	Review submitted proposals, evaluate contractors, and finalize selection by the Washoe Development Corporation (WDC) Board.	July 31, 2025	Selected contractor and board approval documentation.
Water Line Repair	Execute the repair work, including testing for functionality and safety upon completion. <i>(Please note, pending Caltrans Bridge Completion)</i>	November 30, 2025	Repaired water line and functionality tests.
Final Inspection and Approval	Conduct final inspections with relevant stakeholders and obtain necessary approvals.	March 30, 2026	Inspection and approval documentation.
Project Closeout	Document the completed project, including a summary of activities and final cost reporting.	July 15, 2026	Final project report and financial summary.

1. Summary

The total budget is \$928,920.

2. Detailed Budget

Break down the budget into specific categories and line items.

Category	Description	Amount
Personnel		\$0
Equipment		\$0
Supplies		\$0
Travel		\$0
Contracts	Water Line Repair Contractor	\$928,920
Other		\$0
Total		\$928,920

Appendix C. Reporting Template

Washoe Development Corporation ARPA-Interagency Agreement Agreement Number: 7035-IAA-WDC

1. Progress Report

Report Period: [Start Date] to [End Date]

Submitted By: [Name, Title]

1.1 Project Overview:

Provide a brief summary of the project status and key activities during the reporting period.

1.2 Milestones Achieved:

For each completed task, record the **completion date** in the designated column to provide clear documentation of progress. Ensure the date reflects the actual day the task was finalized and is consistent with the project timeline.

Project 1: Meeks Bay Campground Water Line Repair				
Task	Description	Deadline	Deliverable	Completion Date
Assessment and Planning	Conduct a detailed assessment of the water line issues and develop a repair plan. This task is to be completed by the US Foresty Service Engineer .	January 15, 2025	Assessment report and repair plan.	
Develop and Issue RFP	WDC to create a Request for Proposal (RFP) for the water line repair project and issue it to potential contractors.	May 31, 2025	Issued RFP and distribution records.	
Contractor Selection	Review submitted proposals, evaluate contractors, and finalize selection by the Washoe Development Corporation (WDC) Board.	July 31, 2025	Selected contractor and board approval documentation.	
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Final Inspection and Approval	Conduct final inspections with relevant stakeholders and obtain necessary approvals.	March 30, 2026	Inspection and approval documentation.	
Project Closeout	Document the completed project, including a summary of activities and final cost reporting.	July 15, 2026	Final project report and financial summary.	

1.3 Upcoming Activities:

Outline the planned activities for the next reporting period.

- Task 1: [Description]
 - Task 2: [Description]
-

1.4 Challenges and Solutions:

Identify any challenges encountered and the solutions implemented.

- Challenge: [Description]
 - Solution: [Description]
-

2. Financial Report

Report Period: [End Date]

Submitted By: [Name, Title]

2.1 Budget Summary:

Provide a summary of the budget status.

- Total Budget: \$928,920
 - Total Expenditures to Date: \$[Amount]
 - Remaining Budget: \$[Amount]
-

2.2 Detailed Expenditures:

Complete the **Expenditure Column** by entering the amounts spent in each corresponding category. Ensure that the amounts reflect accurate and up-to-date cumulative expenditures.

Category	Description	Budget	Expenditures
Personnel		\$0	
Equipment		\$0	
Supplies		\$0	
Travel		\$0	
Contracts	Water Line Repair	\$928,920	
Other		\$0	
Total		\$928,920	

2.3 Variance Analysis:

Explain any significant variances between the budgeted and actual expenditures.

- Variance in Contract Costs [explain]:
-

3. Final Report Section

(To be completed at the end of the project)

3.1 Project Summary:

Summarize the overall project, including objectives achieved and outcomes.

3.2 Financial Summary:

Provide a final financial summary.

- Total Budget: \$928,920
 - Total Expenditures: \$[Amount]
 - Remaining Funds: \$[Amount]
-

3.3 Lessons Learned:

Identify key lessons learned and recommendations for future projects.

- Lesson 1: [Description]
 - Recommendation: [Description]