

**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 Carson Colony has allocated ARPA-SLFRF funds under Expenditure Category (EC) 2.22: Strong Healthy Communities: Neighborhood Features that Promote Health and Safety to address the Carson Colony’s priority community enhancement projects; and

**WHEREAS,** the Carson Colony has identified two critical projects to enhance the Community Center and its surrounding infrastructure:

1. **Basketball Court Logo:** Design and install a culturally significant and visually inspiring logo on the Community Center basketball court to promote community pride, cultural identity, and youth engagement.
2. **Parking Lot Improvements:** Upgrade the Community Center parking lot to improve safety, accessibility, and convenience for community members and visitors; 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 Carson Colony 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 30<sup>th</sup> 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.

  
Autumn Burt  
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: 7031-IAA-CIC**

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## 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**

#### **Carson Colony Community Council**

2900 S Curry St  
Carson City, NV 89703  
(Hereinafter referred to as "Carson Colony")

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## 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 **Carson Colony'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.

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## 3. Scope of Work (see attachment A for details)

**Project 1: Gym Repairs and Remodeling: Basketball Court Logo** (EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety)

**Objective:** The objective of this project is to design and install a custom logo on the basketball court at the Community Center, creating a space that fosters community pride, cultural identity, and youth engagement. This enhancement aims to provide a visually inspiring environment that promotes physical activity, community gatherings, and a sense of belonging, while aligning with the Tribe's commitment to cultural preservation and community wellness.

**Project 2: Community Center Enhancement: Parking Lot** (2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety)

**Objective:** The objective of this project is to improve the parking lot at the Community Center to ensure safety, accessibility, and convenience for community members and visitors. This enhancement will support increased use of the facility, accommodate community events, and provide a welcoming environment that aligns with the Tribe's commitment to fostering community engagement and improving infrastructure.

### **Washoe Tribe's Role & Responsibilities:**

- **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.

#### **Carson Colony's Role & 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.

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#### **4. Period of Performance**

This Agreement shall commence on **January 1, 2025**, and shall terminate on **December 30, 2025**, 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.

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## 5. Funding and Payment

- **Total Budget:** The total budget for this Agreement is **\$47,080** (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.

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## 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

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## 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.

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## 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.

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## 10. Amendments

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

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## 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).

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## 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: \_\_\_\_\_

### Carson Colony:

By: \_\_\_\_\_

Name: Warner Gary Nevers

Title: Chair

Date: \_\_\_\_\_

### Administration:

By: \_\_\_\_\_

Name: Bernadette Nieto

Title: Tribal Administrator, Washoe Tribe of NV & CA

Date: \_\_\_\_\_

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### Appendix A: Detailed Scope of Work

### Appendix B: Budget

### Appendix C: Reporting Templates

1. Introduction

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

2. Objectives

**Project 1: Community Center Enhancement: Basketball Court Logo** (2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety)

The objective of this project is to design and install a custom logo on the basketball court at the Community Center, creating a space that fosters community pride, cultural identity, and youth engagement. This enhancement aims to provide a visually inspiring environment that promotes physical activity, community gatherings, and a sense of belonging, while aligning with the Tribe's commitment to cultural preservation and community wellness.

**Project 2: Community Center Enhancement: Parking Lot** (2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety)

The objective of this project is to improve the parking lot at the Community Center to ensure safety, accessibility, and convenience for community members and visitors. This enhancement will support increased use of the facility, accommodate community events, and provide a welcoming environment that aligns with the Tribe's commitment to fostering community engagement and improving infrastructure.

3. Tasks and Deliverables

Project 1: Gym Repairs and Remodeling: Basketball Court Logo			
Task	Description	Deadline	Deliverable
Design Logo	Collaborate with community members to create a culturally significant and visually appealing logo design.	February 15, 2025	Approved basketball court logo design.
Procure Materials and Contractors	Secure a contractor to apply the logo and procure necessary materials, including paint or vinyl overlays.	March 15, 2025	Executed contract and procurement documentation.
Prepare the Court Surface	Clean and prepare the court surface to ensure the proper application of the logo.	April 1, 2025	Surface preparation checklist and progress report.
Apply Logo to Basketball Court	Install the logo on the basketball court, ensuring durability and aesthetic quality.	April 30, 2025	Completed basketball court with installed logo.
Final Inspection and Community Reveal	Conduct a final inspection to ensure quality and safety, followed by a community unveiling event.	May 15, 2025	Inspection report and event documentation (photos, attendance).

Project 2: Community Center Enhancement: Parking Lot			
Task	Description	Deadline	Deliverable
Assessment and Planning	Conduct an assessment of the current parking lot conditions and create a detailed improvement plan.	February 15, 2025	Assessment report and approved improvement plan.
Scope of Work change for Contractors (if necessary)	Scope of work change for current contractors for construction for the parking lot enhancement.	March 15, 2025	Executed scope of work change to current contract.
Prepare Parking Lot Site	Clear and prepare the parking lot site, including grading, leveling, and addressing drainage needs.	April 1, 2025	Site preparation checklist and progress report.
Enhance Parking Lot	Implement planned improvements, including resurfacing, painting, signage installation, and accessibility features.	May 15, 2025	Completed parking lot enhancement.
Final Inspection and Community Access	Conduct a final inspection to ensure the improvements meet safety and accessibility standards, and open the parking lot for community use.	May 30, 2025	Inspection report and community feedback.



**Appendix B. Budget**  
**Agreement Number: 7031-IAA-CIC**

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**1. Summary**

The total budget is \$47,831.

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**2. Detailed Budget**

Break down the budget into specific categories and line items.

Project 1: Gym Repairs & Remodeling - Basketball Court Logo (7031-767-4431)		
Category	Description	Amount
Contracts	Basketball Court Logo	\$6,647
Total		<b>\$6,647</b>

Project 2: Community Enhancement – Parking Lot (7031-783)		
Category	Description	Amount
Contracts	Parking Lot	\$40,433
Total		<b>\$40,433</b>

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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: Gym Repairs and Remodeling: Basketball Court Logo				
Task	Description	Deadline	Deliverable	Completion Date
Design Logo	Collaborate with community members to create a culturally significant and visually appealing logo design.	February 15, 2025	Approved basketball court logo design.	
Procure Materials and Contractors	Secure a contractor to apply the logo and procure necessary materials, including paint or vinyl overlays.	March 15, 2025	Executed contract and procurement documentation.	
Prepare the Court Surface	Clean and prepare the court surface to ensure the proper application of the logo.	April 1, 2025	Surface preparation checklist and progress report.	
Apply Logo to Basketball Court	Install the logo on the basketball court, ensuring durability and aesthetic quality.	April 30, 2025	Completed basketball court with installed logo.	
Final Inspection and Community Reveal	Conduct a final inspection to ensure quality and safety, followed by a community unveiling event.	May 15, 2025	Inspection report and event documentation (photos, attendance).	

Project 2: Community Center Enhancement: Parking Lot				
Task	Description	Deadline	Deliverable	Completion Date
Assessment and Planning	Conduct an assessment of the current parking lot conditions and create a detailed improvement plan.	February 15, 2025	Assessment report and approved improvement plan.	
Scope of Work change for Contractors (if necessary)	Scope of work change for current contractors for construction for the parking lot enhancement.	March 15, 2025	Executed scope of work change to current contract.	
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Enhance Parking Lot	Implement planned improvements, including resurfacing, painting, signage installation, and accessibility features.	May 15, 2025	Completed parking lot enhancement.	
Final Inspection and Community Access	Conduct a final inspection to ensure the improvements meet safety and accessibility standards, and open the parking lot for community use.	May 30, 2025	Inspection report and community feedback.	

### 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: \$47,080
- 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.

Project 1: Gym Repairs & Remodeling - Basketball Court Logo (7031-767-4431)			
Category	Description	Budget	Expenditures
Contracts	Basketball Court Logo	\$7,398	\$
Total		\$7,398	\$

Project 2: Community Enhancement – Parking Lot (7031-783)			
Category	Description	Amount	Expenditures
Contracts	Parking Lot	\$40,433	\$
Total		\$40,433	\$

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: \$47,080
- Total Expenditures: \$[Amount]
- Remaining Funds: \$[Amount]

3.3 Lessons Learned:

Identify key lessons learned and recommendations for future projects.

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