

FUNDING AGREEMENT
BETWEEN
SKAGIT COUNTY
AND
CONWAY SCHOOL DISTRICT

Skagit County, through the Department of Administrative Services (hereinafter referred to as County) and Conway School District (hereinafter referred to as Recipient), for and in consideration of the mutual benefits do hereby agree as follows:

1.Purpose: The purpose of the contract is to advance educational access and mitigate transmission of COVID-19 in the school environment, as described in Resolution R20200178. Through this contract, the County will distribute funds provided by Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) via the Washington State Department of Commerce Contract #C20200207. The CFDA number is 21.019.

2. Scope of Work: Recipient will use the funds distributed under this contract pursuant to the intent and purpose of the CARES Act. Allowable uses include expenses incurred associated with the safe reopening of schools, including costs associated with providing distance learning or for in-person learning.

3. Payment: County will compensate Recipient a maximum of \$23,000, chargeable to GL expenditure code # 001 52500194110 for allowable costs as outlined in Exhibit A. Recipient shall submit Exhibit B requesting payment no later than November 20, 2020.

4. The parties agree that Recipient is not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys’ fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

5. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the

event such representatives are changed, the party making the change shall notify the other party in writing.

5.1 The County's representative shall be:
Vicky Gonzalez, Finance Assistant
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

5.2 Recipient's representative shall be:
Jeff Cravy
Conway School District
19710 State Route 534
Mount Vernon, WA 98274

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

6. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

7. This Contract shall commence upon execution and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, or until the County has distributed all funds which it has allocated to the Recipient, but in no event shall the contract continue past November 20, 2020. Payment request must be submitted to the County no later than November 20, 2020.

8. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

9. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll,

Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

10. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee, Department of Commerce, Washington State Auditor's office or other state and federal office so authorized by law shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County, State or Federal agents or employees, and inspection of all records of other materials, which are deemed pertinent to this Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 6 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

11. Prevailing Wages: If Federal or State Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

12. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

13. Compliance with Applicable Law and Department of Commerce Contract: The Recipient and all subcontractors of Recipient shall comply with any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations; and 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief and Economic Security

Act (CARES Act) and Title V and IV of the CARES Act. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the County may rescind, cancel, or terminate this contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to comply with applicable law.

Recipient shall comply with all terms and conditions included in Skagit County Contract #20200207, as amended, attached as Exhibit "C", "Department of Commerce Contract" related to performing the work so as to allow the County to remain in compliance with its duties set forth therein. Recipient shall further comply with 2 CFR Part 200, Subpart F audit requirements. Skagit County, the Washington State Department of Commerce and the State of Washington are not liable for claims or damages arising from the Recipient's performance under this contract.

- a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction: The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency. The Contractor must check and retain on file the suspension and debarment status of any vendor paid with funds under this contract.
- b. Bidding: In the event Recipient uses funds under this contract for a purchase over \$10,000, Recipient must retain on file its phone bids or internet search records demonstrating cost reasonableness.
- c. Single Audit: Prior to signing this contract, if the Recipient expends \$750,000 or more in federal awards in any fiscal year, the Recipient shall submit to the County the reporting package specified in OMB Super Circular 2 CFR 200.501 reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor. The Recipient must also submit any follow-up and/or corrective action plans.

14. Conflict of Provisions: In the event there is a conflict between state and federal laws, Department of Commerce Contract (Attachment C) and this contract conflicts the order of precedence shall be: (1) state and federal laws; (2) Department of Commerce Contract (Attachment C); and (3) this Agreement.

15. Recapture: In the event that the Recipient fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of the Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Recipient of funds under this recapture provision shall occur within the time period specified by the County. Alternatively, the County may recapture such funds from payments due under this Contract

16. **Venue and Choice of Law:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

17. **No Separate Legal Entity:** It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. **Termination of Contract for Cause:**

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves to right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

19. **Termination for Public Convenience:** The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. Additionally, in the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, the County may retroactively suspend, modify, or terminate this Agreement. No penalty or expense shall accrue to the County in the event this provision applies.

20. **Nonassignability:** Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. **Taxes:** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

22. **Public Records:** Recipient acknowledges that records submitted to County or EDASC will be subject to public records laws and may be disseminated upon request, including any

financial information submitted as part of its application for funding pursuant to this application.

23. Communications: The Recipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issues analyses, issued by the Recipient describing programs or projects pursuant to this contract shall include the following statements: “This project was supported by a grant award by the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

24. Survival: The provisions of paragraphs 2, 3, 4, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, and 23 shall survive, notwithstanding the termination, expiration or invalidity of this Agreement for any reason.