

AGREEMENT FOR THE DISTRIBUTION OF CARES ACT FUNDING TO GUIDEPOST

This agreement is made by and between Weber County ("County"), a body politic and political subdivision, and Guidepost A LLC ("Guidepost", a Delaware limited liability company which owns and operates a private school named Guidepost Montessori at Ogden in the State of Utah, individually referred to as "Party" and jointly referred to as "Parties."

RECITALS

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund ("CR Funds") provided by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to Utah's counties and municipalities through a population-based formula; and

WHEREAS, CR Funds can only be used to cover necessary expenditures and losses incurred due to the COVID-19 public health emergency; and

WHEREAS, necessary expenditures include direct emergency response activities, such as addressing public health needs, but also includes expenses required to respond to second-order effects of COVID-19, such as costs associated with the safe reopening of schools; and

WHEREAS, County and Guidepost recognize an immediate need to distribute CR Funds so the Guidepost may continue providing safe in-person learning environments and distance learning options to enable students to continue receiving a high quality education during this challenging time;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

SECTION ONE DISTRIBUTION AND USE OF CR FUNDS

1. County will grant \$700 to Guidepost in CR Funds upon execution of this agreement. The disbursement of CR Funds shall be made under the direction of the Weber County Treasurer.
2. Guidepost agrees to use funds in accordance with the requirements of the CARES Act and that payments will only be made to cover costs that are: 1) necessary expenditures due to the public health emergency with respect to COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020; and 3) were incurred between March 1, 2020, and December 30, 2020. Guidepost also agrees to abide by any additional federal and state requirements regarding the distribution of CR Funds.

SECTION TWO TERM OF AGREEMENT

3. This agreement shall commence on the date it is signed by both Parties and shall terminate December 30, 2020. Provisions of this agreement that are expressly declared to survive termination, as well as provisions that by their nature are clearly intended to survive termination, shall continue in effect until the need for those provisions has clearly expired.

Guidepost shall immediately return any remaining CR Funds and provide an accounting of all funds upon agreement termination.

SECTION THREE INDEMNIFICATION

4. Guidepost agrees to indemnify and hold County, its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of Guidepost in its use of CR Funds pursuant to the terms of this agreement, including any recovery effort from federal and state authorities for use of CR Funds not permitted under the CARES Act. This provision shall survive termination of this agreement.

5. Notwithstanding the foregoing, County and Guidepost are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither County nor Guidepost waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION FOUR RECORDS/AUDIT

6. All records created or received by Guidepost in accordance with use of CR Funds shall be kept in accordance with Utah’s Government Records Access and Management Act and any other applicable state and/or federal law. Guidepost agrees to retain all necessary documentation required by federal and state authorities in order to demonstrate compliance with the CARES Act and any other applicable law related to the use of CR Funds. Guidepost also agrees to fully cooperate with and assist in complying with any federal or state auditing requirements related to its use of CR Funds. Upon request, records shall be made available for examination by the County to verify compliance with this agreement. This provision shall survive the termination of this agreement.

7. Guidepost acknowledges it is a sub-recipient of federal CARES act funds, CFDA 21.019, passed through from Weber County. Guidepost asserts that it has not been suspended or debarred from doing business with the federal government. Guidepost agrees to have an annual audit conducted in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to forward a copy of that audit to the County within 30 days of its completion.

SECTION FIVE MISCELLANEOUS

8. **Amendment.** This agreement shall not be modified or amended except in writing, which

shall be signed by duly authorized representatives of the County and Guidepost.

9. **No Third Party Beneficiary.** Nothing in this agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

10. **Further Assurance.** Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

11. **Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this agreement.

12. **Governing Law.** This agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

13. **Headings.** The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

14. **Counterparts.** This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.

15. **Entire Agreement.** This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[signatures on the following pages]

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Gage Froerer, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

GUIDEPOST A LLC

By Mitch Michulka



Date 11/19/2020

ATTEST:



Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page	1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank. Guidpost LLC	
	2 Business name/disregarded entity name, if different from above (Same as line 1)	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ f <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 10 Orchard St 200	Requester's name and address (optional)
	6 City, state, and ZIP code Lake Forest, CA 92630	
	7 List account number(s) here (optional) _____	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
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Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ RAT King	Date ▶ 5/20/20
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

- An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
 - Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.