AGREEMENT BETWEEN
GILA COUNTY ON BEHALF OF THE PROBATION DEPARTMENT
AND
GRADUATION SOLUTIONS, LLC

THIS AGREEMENT is made and entered into effective this 9th day of May, 2024, by and between Gila County, hereinafter referred to as "County" and Graduation Solutions, hereinafter referred to as "Grad Solutions".

RECITALS

WHEREAS, the parties desire to enter into an agreement whereby Grad Solutions will utilize facilities provided by Gila County; and

WHEREAS, the Grad Solutions will be allowed to utilize the County facility located at 112 W. Cedar Lane, Payson Arizona, for high school education activities.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

AGREEMENTS

1. **Term of Agreement; Renewals.** The initial term of this Agreement shall be effective when fully executed, by and under the authority of the governing body of Gila County, the initial term shall be for one year from the effective date. Thereafter it may be renewed annually for up to three (3) renewal terms by mutual agreement of the Parties.

2. **Scope.**
   The purpose of the Agreement between the County and the Grad Solutions is to provide a high school diploma option to Gila County youth who have become disenfranchised because they dropped out of high school. The Route-87 Community Teen Center was created to assist Gila County communities with much needed resources for high school age teens and justice-involved teens. The teen center was developed as a county resource center for programs involving high school-age teenagers.

   The details of this shared space are as follows:
   - Gila County Probation will provide access to the computer room for use during the agreed upon hours of operation of Grad Solutions as indicated in this agreement.
   - The hours of operation may be changed or modified as agreed by both parties in writing.
   - The proposed operating schedule is Tuesday and Thursday 9 A.M. to 12 P.M. to engage students enrolled with Grad Solutions.

- Grad Solutions will operate at this location with a minimum of one Grad Solutions staff member. Other Grad Solutions staff members who will come to the location are mentors, teachers, student workers, sales representatives, and administrative personnel.
- Grad Solutions will provide devices for students to work on to complete their coursework.
- Gila County Probation will maintain the utilities, internet connectivity, security apparatus, and cleanliness of the grounds.
- Grad Solutions staff and students will respect the policies and privacy of Gila County Probation, as the building will be operating as a school concurrently.
- Grad Solutions will provide signage materials and will cover all costs associated with branding based on Gila County's approval. Marketing efforts will only be placed in approved areas.

Grad Solutions will utilize a shared space of the teen center for safe, student-friendly facilities with internet access for students enrolled in the Dropout Recovery Program. Grad Solutions will provide staff, mentors, teachers, tutors, administrative support, and secondary online curriculum (Edgenuity) for students enrolled in the program.

Staff working from the location provided by Grad Solutions will hold a valid Arizona fingerprint clearance card pursuant to A.R.S. §15-534, and teachers of core subjects are highly qualified in the subjects to which they are assigned.

3. **Independent Contractors.** The status of the Parties shall be that of independent entities and nothing in this Agreement shall be construed as creating a joint venture. Grad Solutions is an independent entity of the County. Grad Solutions represents that they have or will secure, at their own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any relationship with the County. All personnel engaged in work under this agreement shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Grad Solutions warrants that they have obtained or will obtain Worker's Compensation Insurance for employees working under this agreement and that any subcontractors will likewise obtain Worker's Compensation Insurance for their employees working under this agreement. It is further agreed by Grad Solutions that they shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Grad Solutions nor any employee of their organization shall be deemed an officer, employee, or agent of the County.

4. **Liability and Insurance.** Grad Solutions shall purchase and maintain hereinafter stipulated minimum insurance with companies, possessing a current AM Best, Inc. rating of A VII, duly licensed in the State of Arizona.

   The County in no way warrants that the minimum insurance and limits contained herein are adequate or sufficient to protect the County, its officers, officials, employees, members guests, invitees, participants or spectators.

Prior to allowing the space share, the Grad Solutions shall provide the County with a Certificate of Insurance evidencing the insurance required by the County. The certificate shall identify this event and be directly sent to Robert Keefe, Gila County Probation Department, 1400 E. Ash Street, Globe, AZ 85501. Failure to do so, at the County's sole discretion, may constitute a material breach of this Agreement and grounds for its immediate termination, cancellation or suspension.

Grad Solutions insurance or self-insurance shall be primary, and any insurance maintained by the County shall not contribute to, or be excess of, Grad Solution's insurance or self-insurance.

Grad Solution's insurance or self-insurance shall contain a waiver of rights of recovery or subrogation against the County, its officials and employees for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, the Event.

Grad Solution's insurance or self-insurance, except worker's compensation, required herein shall name the County, its officials and employees as Additional Insureds.

General Liability Insurance: General Liability insurance of $1,000,000 per occurrence with a $2,000,000 general aggregate limit and a $2,000,000 products/completed operations limit. The General Liability insurance shall include coverage for bodily injury, personal injury, broad form property damage, blanket contractual liability, products/completed operations.

The General Liability Additional Insured endorsement shall include coverage for bodily injury, personal injury, broad form property damage, contractual liability, premises liability and products/completed operations liability.

Vehicle Liability Insurance: Vehicle Liability insurance with a combined single limit of $1,000,000 each occurrence with respect to Grad Solution's owned, hired and non-owned vehicles.

Workers' Compensation Insurance: Statutory Worker's Compensation insurance and Employer's Liability insurance of $1,000,000 each accident, $1,000,000 each disease and $1,000,000 disease policy limits.

5. **Other General Requirements.**

Objectionable Uses or Persons: Any use of County property in violation of any law or ordinance of the County, State of Arizona or United States or, at the County's sole discretion, that is not in the County's best interest, may, at the County's sole discretion, constitute a material breach of this Agreement and be grounds for its immediate termination, cancellation of suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from, the County's property. Grad Solutions shall defend, indemnify and hold harmless the County, its officials and employees from such refusal or

ejection to the fullest extent and scope of the indemnity and insurance requirements in section 4 of this Agreement.

County Property: This Agreement is for County property and shall not be construed as an authorization for use of adjacent private or public property, grounds or land or any other area where a separate agreement or permit may be required. Grad Solutions shall be responsible for obtaining all necessary agreements, permits or insurance required by any federal, state, municipal or other governmental or private entity.

Damage to County Property: Grad Solutions will promptly compensate or reimburse Gila County the full amount of any damage to, or loss of use of, County buildings, facilities, grounds, lands, water or property caused by Grad Solutions, its officers, officials, employees, members, guests, invitees, or agents. Compensation or reimbursement to the County shall also include, but not be limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

Damage to Grad Solutions Property: The County shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of Grad Solutions, its officers, officials, employees, members, guests, invitees or agents or Event participants or spectators.

Inclement Weather or Emergencies: At the County's sole discretion, the County may close any County property or terminate or cancel any event due to inclement weather or any other emergency situation.

Loss of Privileges: Loss of privileges authorized by this Agreement by County closure, termination, cancellation or suspension is not compensable to Grad Solutions.

Transfer: This Agreement, its requirements, terms and conditions are not transferable.

Exclusivity: This Agreement is not exclusive unless otherwise stated in the Agreement. The County reserves the right to use or allow others to use any part the County property pertaining to this Agreement. Grad Solutions agrees to allow others of the public free and unrestricted access to, and use of, the County property at all times for all lawful purposes.

County Rules and Regulations: Upon issuance, this Agreement authorizes Grad Solutions to use or occupy County property, subject to the terms and conditions outlined within County rules, regulations, laws, ordinances or the County approved authorization or use plan for this Agreement. It is Grad Solution's responsibility to be familiar with and to understand all applicable County rules, regulations, laws, or ordinances.

Obligations of Grad Solutions: The obligations of Grad Solutions under this Agreement are not contingent upon the County to inspect any Grad Solutions equipment, food, beverages, activity or operations.

6. **Non-Appropriations Clause.** Grad Solutions acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its

authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this agreement, then this agreement shall automatically expire without penalty to County after written notice to Grad Solutions of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another entity for the same supplies or services covered under this Addendum.

7. **Indemnification.** Grad Solutions shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grad Solutions or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Grad Solutions to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grad Solutions from and against any and all claims. It is agreed that Grad Solutions will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this agreement, Grad Solutions agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by Grad Solutions.

8. **Termination Without Cause.** The Parties reserve the right to terminate this Agreement at any time and without cause by serving upon the other Party, 30 days advance written notice of such intent to terminate.

9. **Termination for Cause.** This contract may be terminated at any time without advance notice and without further obligation to the County when the Grad Solutions is found by County to be in default of any provision of this Agreement.

10. **Non-Assignment.** Grad Solutions shall not assign its rights to this Agreement in whole or in part, without prior written approval of the County. Assignment may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.

11. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

12. **Applicable Law.** The terms and conditions of this Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

13. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Graduation Solutions:	GRAD SOLUTIONS Jeremiah Lee, Executive Director of Strategy 1555 N. Fiesta Blvd. Gilbert, AZ 85233
Gila County:	Gila County Board of Supervisors County Manager 1400 E. Ash Street Globe, AZ 85501

These addresses may be changed by either Party by giving notice in writing. Such changes shall also be deemed to have been effectively noticed five (5) calendar days after being mailed to each Party by the Party changing the address.

14. **Non-Waiver of Enforceability Clause.** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Grad Solutions of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

15. **Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Gila County. Any changes in the governing laws, rules and regulations during the terms of the Agreement shall apply, but do not require an amendment.

16. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

17. **Legal Arizona Workers Act Compliance.** The parties agree that pursuant A.R.S. § 23-1022(D) employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this agreement are deemed to be employees of both parties for the purposes of A.R.S. § 23-1022. The primary employer of each employee performing services under this agreement shall be solely liable for the payment of workers' compensation benefits. Further, pursuant to A.R.S. § 23-1022(E), each party agrees to post a notice pursuant to the provisions of § 23-906, in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an agreement or contract, and under such circumstances

they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

18. **Representation.** The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors.

19. **Entire Agreement**: Grad Solutions and the County have read this Agreement and agree to be bound by all of its terms, and further agree that constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. No oral agreement or oral provision outside this Agreement shall have any force or effect.

20. **Finances and Budgetary Matters:** Each party shall establish and maintain a budget where sufficient funds are provided to satisfy expenses anticipated under this agreement.

21. **CERTIFICATION OF NO FORCE LABOR:** Grad Solutions does not currently, and agrees for the duration of this Agreement that they will not use:
    a. The forced labor of Ethnic Uyghurs in the People's Republic of China;
    b. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
    c. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

Grad Solutions further agrees that if they becomes aware, during the term of the Agreement, that the Grad Solutions is not in compliance with this Certification, they shall notify the County within 5 business days after becoming aware of the non-compliance. If Grad Solutions does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

IN WITNESS THEREOF, the parties to this Agreement, have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

James Menlove, County Manager
Gila County

GRAD SOLUTIONS

Grad Solutions