

STANDARD ADDENDUM

The following terms are added to and form a part of the Master Services Agreement ("Contract") between Cochise County, through the Cochise County School Superintendent ("County") and Navigate360, LLC, a Nevada limited liability company ("Contractor") and supersede any conflicting terms:

1. **NON-DISCRIMINATION:** Neither party shall unlawfully discriminate against any employee, applicant, patient, or student based on race, color, creed, sex (including sexual preference/identity), religion, marital status, disability, veteran status, age, or national origin.
2. **CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
3. **INSPECTION AND AUDIT:** The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of this contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
4. **ARBITRATION:** The parties agree that any dispute arising under this Contract involving the sum of \$65,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator shall be final.
5. **PUBLIC RECORDS LAWS:** Notwithstanding any provision in the Contract to the contrary, disclosure of any documents or records are subject to Arizona public records law, A.R.S. § 39-121 et. seq.
6. **JURISDICTION AND LAW:** Notwithstanding any provision in the Contract to the contrary, the Contract shall be governed by Arizona law and jurisdiction shall be in Arizona courts with venue in Cochise County, Arizona.
7. **IMMIGRATION LAWS:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A). The Contractor shall further ensure that each sub-Contractor who performs any work for the Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.
8. **CERTIFICATION PURSUANT TO A.R.S. § 35-393.01:** If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to

not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842

Contractor - Navigate360 LLC

Cochise County



_ By: Brian Carter, CRO Date 6/15/2023

Peggy Judd, Chair Date