

AGREEMENT TO PROVIDE SERVICES/SUPPLIES
PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT
(Bridging Agreement)

This Agreement is made and entered into by and between the Town of Wickenburg, Arizona, a municipal corporation (“Wickenburg”) and Global Market Innovators, Inc. an Arizona corporation (“Contractor”).

Recitals:

A. Contractor has contracted with Mohave Educational Services Cooperative to provide Telecommunication and IT services, materials and/or equipment pursuant to Contract No. 21G-GMI-0724 (the “Cooperative Purchasing Contract”); and

B. Pursuant to A.R.S. § 41-2631 *et seq.* and Wickenburg Code § 4-4-11, Wickenburg has authority to utilize cooperative purchasing contracts and engage contractors under the Cooperative Purchasing Contract’s terms.

CONTRACTOR AND WICKENBURG, FOR THE CONSIDERATION SET FORTH IN THIS AGREEMENT, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following services, materials and/or equipment:

Information Technology Managed Services

as described in the Cooperative Purchasing Contract documents attached as **Exhibit A**. As used in this Contract, all references to Mohave Educational Services Cooperative or Mohave shall mean Wickenburg.

1.2 Contractor shall comply with all specific requirements and/or options of Wickenburg, as specified in **Exhibit B** and **Exhibit C**, which shall include the Scopes of Work, as applicable.

2. Completion of Work. The Contractor shall complete all work set forth in the Scope of Work on or before June 30, 2026.

3. Payment. The **Exhibit B** annual contract fee for Service Desk services is \$74,588.88 with a monthly payment of \$6,215.74. The **Exhibit C** annual contract fee for Security Operation Center services is \$49,187.88 with a monthly payment of \$4,098.99. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Agreement, except as otherwise provided for in this Agreement.

5. Term; Renewal. The term of this Agreement shall commence upon approval and continue through June 30, 2026 with renewal options every 12 months with Town Manager approval. Any such renewal shall be documented in writing and signed by the Town Manager and Contractor. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

6. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name Wickenburg as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Wickenburg with Certificates of Insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

7. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

8. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors 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.

9. Data Confidentiality and Security. The Town may provide Contractor with non-exclusive, limited access to the Town's information technology infrastructure to perform the Services. The Contractor agrees to abide by all Town policies, standards, regulations and restrictions regarding access and usage of Town's information and technology resources. All Town data and technical information, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to Contractor in connection with the Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in the Agreement, the Contractor shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use Town data and information. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When Town information, regardless of its format, is no longer required by Contractor to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods. In the event that data collected or obtained by the Contractor in connection with

the Agreement is believed to have been compromised, Contractor shall immediately notify the Town Representative. Contractor agrees to reimburse the Town for any costs incurred by the Town to investigate potential data breaches by Contractor and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“Wickenburg”

TOWN OF WICKENBURG, ARIZONA,
a municipal corporation

BG Bratcher, Mayor

Date

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

“Contractor”

GLOBAL MARKET INNOVATORS, INC
an Arizona corporation

Sign: _____

Date

Name: _____

Title: _____

EXHIBIT A
COOPERATIVE PURCHASE AGREEMENT

Contract No. 21G-GMI-0724

EXHIBIT B and EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Wickenburg
155 N. Tegner Street, Suite A
Wickenburg, Arizona 85390

Other Requirements Specific to Town:

- Certificate of Insurance
- W-9
- Town of Wickenburg Business License