



Co. # 2019-092

Copy

**Professional Services Agreement  
Scanning Services**

WHEREAS, the City of Prescott (hereinafter referred to as "City") is in

WHEREAS, the City has solicited Requests for Qualifications in

WHEREAS, AZ Digital Solutions (hereinafter referred to as "Professional"),

NOW, THEREFORE, IN CONSIDERATION OF THE other good and valuable consideration, the receipt and each party to the other, it is hereby agreed as follows:

1. That Professional shall provide the services to the City in relation to scanning services as indicated in Exhibit "A", page 9 and as required by the City.
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to, inspections and preparation of reports, as reasonably requested by the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A."
5. The term of this Agreement shall be up to three months.
6. Notwithstanding the forgoing, this Agreement may be terminated by either party upon ten (10) days cause or upon completion of services. If this Agreement is shall be paid for authorized services satisfactorily performed to the date of such termination notice.
7. It is agree by and between the parties that this Agreement incorporates the attached Exhibit "A" this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement

with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.

9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Darla Eastman  
Community Development Administrator  
City of Prescott  
201 S Cortez Street  
Prescott, AZ 86303

10. It is expressly agreed and understood by and between the professional is an independent Contractor, and, as such, Professional shall not and is not entitled to payment or compensation from the City, or to any fringe benefit to which other City employees are entitled. As an independent Contractor, Professional solely responsible for payment of any and all income taxes, FICA, withholding, insurance, or other taxes due and owing any entity whatsoever as a result of this Agreement. As an independent Contractor, Professional agrees that it manner consistent with such status, and that it If out nor employee of the City by reason thereof, and or application to or for any right or privilege applicable to any officer or employee to the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

12. (A) The City shall pay to Professional a total sum of Fourteen Thousand, Two Hundred and Eighty dollars and no cents (\$14,280.00) for all services specified in Sections 1 and 2 specified in Exhibit "A".

(B) The foregoing sum includes payment for any and all services to be rendered Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other Professional or sub-contractors retained by the Professional

(C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, and City shall pay Professional in accordance with Exhibit "A".

(D) Prior the final payment to the Professional, the City shall deduct there from any and all unpaid taxes, fees and any and all other unpaid monies due the City from the apply to those monies to the appropriate accounts. The Professional shall apply those monies to the appropriate accounts. The Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties.

Therefore, any ambiguity in this Agreement is not to be construed against either party.

14. This Agreement shall be construed under the laws of the State of Arizona.

15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional agrees that this provision shall be contained in all sub-contracts related to the project is the subject of this Agreement.

17. The parties hereto expressly covenant and agree that in the Agreement, neither party shall be entitled to an award of Agreement, pursuant to A.R.S. Section 12-341.01 (A) and (B), or pursuant to federal statute, court rule, case law or common law Professional provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

18. This Agreement represents the entire City and the Professional and supersedes all prior either written or oral. This Agreement may be amended both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provisions herein; provided; however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

19. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

20. The Professional hereby agrees to indemnify and hold harmless the City, its departments and all claims, liabilities, expenses or lawsuits as a errors, or omissions, pursuant to this Agreement, except to expenses or lawsuits arise by the negligent acts or omissions of the Professional further releases and discharges the City, its departments and employees, and any and all persons legally responsible for the acts or and all claims which the Professional has or may have against the City, its agents, or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Community Development Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

(B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

(C) In giving instructions, the Community Development Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Community Development Director and no claim for an addition to the total amount of the Contract shall be valid unless ordered.

(D) Payment for any change ordered by the Community Development Director which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

(E) Adjustments to price and/or Contract Time which are agreed written order issued by the Community Development Director, which shall be written on the part of the Professional as evidenced by its s\* reo In the event upon, the City reserves the right to terminate the Co it applies to the make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit process in the Professional fee proposal.

(F) If the Professional claims that any instruments involve extra cost under this Contract, it shall give the Community Development Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event valid unless so made. The Professional shall do such extra work therefore upon receipt of an accepted Contract Amendment or other written order of the Community Development Director, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice

23. (A) The Professional work therefore upon receipt of an accepted Contract Amendment or other written order of the Community Development Director and in the absence of such Contract Amendment or Director, the Professional shall not be entitled to payment shall work be undertaken without written notice from the Community Development Director the work.

All Contract Amendments must be approved by the Amendments over \$30,000.00 must be approved by City Council.

3. (A) The Professional shall obtain and maintain effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability - Occurrence Form (if applicable) injury, property damage, personal injury, broad form contractual liability, and XCU coverage

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000

The policy shall be endorsed to include the following additional insured language: "The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional."

2) Professional Liability (Errors and Omissions Liability)

Each Claim \$ 1,000,000

Annual Aggregate \$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time under this contract is completed. The policy shall cover professional misconduct or lack of ordinary s defined in the Scope of Work of this contract.

3) Business Automobile Liability (if applicable) Bodily Injury and owned, hired, and/or non-owned vehicles used in Performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

(B) City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors and employees for the damages covered by property insurance during and after completion of the Services.

(C) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to the evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(D) Prior to commencing under this Agreement , the Professional shall provide the City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901et seq., or that is employs no persons subject to the requirement for such coverage.

(E) Notice of Cancellation. With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall required a thirty (30) written notice.

(F) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(G) Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

24. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act Professional Services Agreement (Public Law 101-336,42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Contractor Immigration Warranty Professional understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Community Development Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-440 I, Contractor hereby the Contractor and each of its sub-contractors ("Sub-contractors") will comply with, and are, contractually obligated to comply with all Federal Immigration laws and regulations and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Professionals or Sub-contractors employee who works on this Contract to ensure that the Professional is complying with the Professional's Immigration Warranty. Professional agrees to assist in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of Sub-contractor with Professional's Immigration Warranty. Professional agrees to assist the City in a random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached on the Professional's Immigration Warranty if the Professional or the or Sub-contractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Verify requirements prescribed by A.R.S. § 23-214, subsection A.

The provisions of this Article must be included in any contract the Professional enters into with any and all of its sub-contractors who provide services under this Contract or any sub-contract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

26. Professional shall exercise the same degree of care, skill and diligence in the performance of the possessed and exercised by a professional under similar circumstances.

27. Nothing in this agreement shall be construed to give any rights or benefits to anyone other than City and Professional.

28. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

29. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

**City of Prescott:**

Dated this 2 day of August \_\_\_\_\_, 2018.

  
George Worley, Interim Community Development Director

**AZ Digital Solutions:**

Dated this 24 day of August \_\_\_\_\_, 2018.

  
Marzi Judd, Owner/President

## **Exhibit A - SCOPE OF WORK**

### **Activities**

AZ Digital Solutions will provide for the scanning and conversion of paper documents to a digital "tiff" format. The time frame of the contract will be 1-3 months from the date of the fully executed contract. The City has approximately 200,000 8 ½ x 11 (80%) and 11- 17 or other size documents (20%) stored in filing cabinets. The documents need to be preserved from damage, decay, fire, and water. The documents need to be converted into a digital format for quicker retrieval and public accessibility.



AZ Digital Solutions will perform the following tasks:

1. Lift up to 50lbs of documents at one time.
2. Provide transportation for the pick-up and delivery of the documents.
3. Keep documents in order in which they are received.
4. Provide quality control of scanning for clarity and readability.
5. Have the software necessary to combine all pages of one document together into one comprehensive document.
6. Maximum turn-around time for document pick up and return shall not exceed two weeks. Scanning may be completed in multiple batches.

### **Program Delivery**

Activity #1 – AZ Digital Solutions will begin the project and will provide all necessary boxes, packaging materials, and hand trucks for transport of documents.

Activity #2 – AZ Digital Solutions will provide transportation for pickup and delivery of the documents with enclosed, comply owned van or truck and trailer, unless other transportation arrangements are provided upon approval of the City.

Activity #3 - AZ Digital Solutions will organize a staff meeting to discuss the details of the job and written instruction will be supplied to all team members (including City staff) working on the job.

Activity #4 - AZ Digital Solutions will execute imaging services to covert paper files into electronic format. Upon arrival, the boxes will be tagged for internal tracking, inventoried and logged into AZ Digital Solutions' system.

Activity #5 - AZ Digital Solutions will organize a plan a quick turn-around of individual document requests (Public Records Requests). Once AZ Digital Solutions has the documents and the City receives a Public Records Request for a specific set of documents, the City will request AZ Digital Solutions to send the requested documents via email within 24-hours of the request. We expect approximately 15-20 requests per month.

Activity #6 - AZ Digital Solutions will keep all documents in order in which they are received, and fully reconstruct and return them at the completion of project.

Activity #7 - AZ Digital Solutions will provide quality control of scanning for clarity and readability.



Activity # 8 - AZ Digital Solutions will use the software necessary to scan, index and export all pages of one document as a multi page, TIFF document. The black and white documents will be scanned at 400 dpi and the color documents will be scanned at 600 dpi.

Activity #9 - AZ Digital Solutions will index all documents by their physical address and parcel number with the index files attached to the actual digital file, as well as, for conversion into OnBase software using custom code for batch import.

Activity #10 - AZ Digital Solutions will provide a complete archive and will be delivered on two 3.0 USB Hard Drives and return the boxes to the City storage facility.

<u>Milestones:</u>	<u>Due Date:</u>
Activity #1 – Begin the project	August 24, 2018
Activity #2 – Transport documents	August 24, 2018
Activity #3 – Staff meeting	August 29, 2018
Activity #4 – Execute job	August 31, 2018
Activity #5 – Public records request plan	August 31 (and throughout) – December 3, 2018
Activity #6 – Reconstruct document and return	August 31 (and throughout) – December 3, 2018
Activity #7 – Quality control	August 31 (and throughout) – December 3, 2018
Activity #8 – Scan, index, and export documents	August 31 (and throughout) – December 3, 2018
Activity #9 – Index by address and parcel number	August 31 (and throughout) – December 3, 2018
Activity #10 – Archive and deliver hard drives and return boxes to City storage facility	August 31 (and throughout) – December 3, 2018

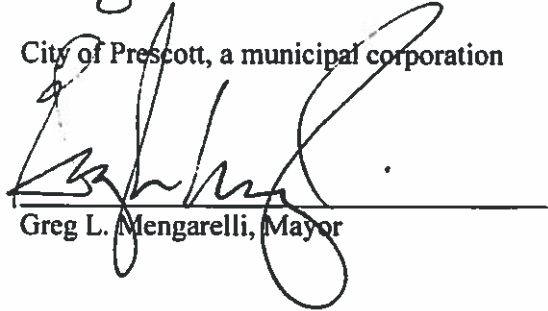
**BUDGET**

Line Item Amount:

1. Scan 200,000 onto two (2) USB hard drives	\$12,000.00
2. Three (3) Index Fields	\$ 2,000.00
3. Back-up hard drives	\$ 160.00
4. Banker’s boxes for transport	<u>\$ 120.00</u>
<b>TOTAL</b>	<b>\$14,280.00</b>

August 28, 2018

City of Prescott, a municipal corporation



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Greg L. Mengarelli, Mayor

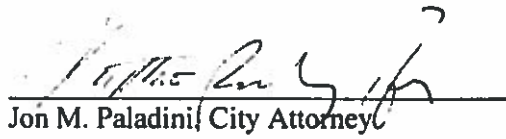
Attest:



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Maureen Scott, City Clerk

Approved as to Form:



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Jon M. Paladini, City Attorney

MARTIN MURPHY, FOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hancock-Leavitt Insurance Agency, Inc. PO Box 830 Taylor AZ 85939		<b>CONTACT NAME:</b> Georgia Lighthart <b>PHONE (A/C No. Ext):</b> (928) 536-4237 <b>FAX (A/C No.):</b> (866) 821-4287 <b>E-MAIL ADDRESS:</b> georgia-lighthart@leavitt.com	
<b>INSURED</b> AZ Digital Solutions 731 E Owens Show Low AZ 85901		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> United States Liability Insurance	<b>NAIC #</b> 25895
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: CL186501964

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD. SUBR' WSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X Y	MTX1562543	3/29/2018	3/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Errors & Omissions \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	X Y	MTX1562543	3/29/2018	3/29/2019	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Prescott is additional insured with Waiver of Subrogation per written contract. All coverages and limits are subject to the terms, conditions, insuring agreement, and exclusions provided in the policy. Blanket Additional Insured and Blanket Waiver of Subrogation is included on policy.

### CERTIFICATE HOLDER

### CANCELLATION

City of Prescott 201 S Cortez Street Prescott, AZ 86303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Joshua Raban/GELIGH
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>INSURED</b> AZ Digital Solutions 731 E Owens  Show Low AZ 85901		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United States Liability Insurance NAIC # 25895 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL186501964

REVISION NUMBER:

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INER LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	MTX1562543	3/29/2018	3/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ Errors & Omissions \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMTY (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	X	Y	MTX1562543	3/29/2018	3/29/2019	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Prescott is additional insured with Waiver of Subrogation per written contract. All coverages and limits are subject to the terms, conditions, insuring agreement, and exclusions provided in the policy. Blanket Additional Insured and Blanket Waiver of Subrogation is included on policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Prescott  
 201 S Cortez Street  
 Prescott, AZ 86303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joshua Raban/GELIGH

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## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

**Name of Person Or Organization:**

Effective Date: 09/12/2018 12:01 AM

City of Prescott

201 S Cortez Street

Prescott, AZ 86303

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## **ENDORSEMENT #1**

This endorsement, issued by **United States Liability Insurance Company**  
to **AZ Digital Solutions** forms a part of  
Policy Number **MTK1562543** effective on **9/12/2018** (MO. DAY YR.) at 12:01 A.M.

### **Add/Remove/Amend Businessowners Additional Insured Endorsement**

In consideration of no change in premium it is hereby agreed that the following form(s)  
is(are) added to the Policy:

**BP0497 01/06 - Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

All other terms and conditions of this Policy remain unchanged.