

RESOLUTION NO. 14-934

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH MORRIS  
LAW, P.C.

**WHEREAS**, the Council has confirmed the Mayor's appointment of Carol Morris of Morris Law, P.C., as City Attorney; and

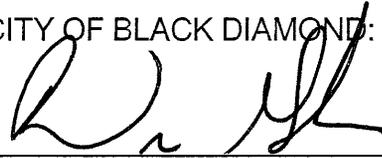
**WHEREAS**, the Council finds the proposed professional services contract with Morris Law, P.C. to be fair and reasonable;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

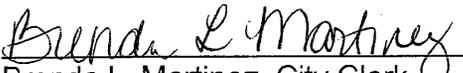
**Section 1.** The City Council hereby authorizes the Mayor, on behalf of the City, to execute a professional services agreement with Morris Law, P.C. substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6<sup>TH</sup> DAY OF MARCH, 2014.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Dave Gordon, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the “City”)  
Physical Address: 24301 Roberts Drive  
Mailing Address: PO Box 599  
Black Diamond, WA 98010  
Contact: City Administrator  
Phone: 360-886-5700  
Fax : 360-886-2592

and

Carol Morris, Morris Law, P.C. (“Consultant” or “City Attorney”)  
3304 Rosedale Street NW  
Gig Harbor, WA 98335  
Contact: Carol Morris  
Phone: 253-851-5090  
Fax: 360-850-1099

Tax Id No.: 91-1978611

for professional services in connection with the provision of City Attorney services.

### TERMS AND CONDITIONS

#### 1. Services by Consultant

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, and its staff, have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this Agreement will be performed in a manner consistent

with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work Exhibit "A" in a timely manner.

2.2 Consultant is authorized to proceed with services upon execution of this agreement and any services performed prior to the execution of this Agreement, as approved by City Administrator, are hereby ratified and authorized.

## **3. Compensation and Payment**

3.1 Hourly Fees. The City shall pay the Consultant for work performed at the hourly rate of \$220.00, with amount for subsequent years increased pursuant to Seattle-Tacoma-Bremerton CPI-U, with minimum increase of 2% per year and maximum increase of 4% per year. Associates and Legal Assistants will bill only with advance permission of the Mayor or City Administrator. The hourly rate for Consultant's Associates is \$200.00 and for Consultant's Legal Assistants is \$75.00. The parties will renegotiate the City Attorney's compensation for the year 2015 according to this paragraph on or before December 1, 2014, but no amendment to this Agreement shall be effective unless it is reduced to writing.

3.2 Compensation for Consultant Review of Development Proposals. On all projects for which the City is able to seek reimbursement pursuant to an ordinance or other Council-adopted agreement that authorizes such reimbursement from a development proponent for the City's costs, the City Attorney shall charge its regular hourly rates as specified in Section 3.1. The types of projects included in this category are, but are not limited to: LID's, ULID's, annexations not initiated by the City, development agreements and associated implementing permit and plan approval, latecomer's agreements, and all other projects for which the City is entitled to receive reimbursement from a third party.

3.3 Reimbursable Costs. The Consultant shall be reimbursed for costs and advances for such items such as legal messenger services, court filing fees, large copying or mailing projects and other similar expense items.

3.4 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

3.5 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

3.6 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a

longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

3.7 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

#### **4. Term**

This Agreement shall commence on the date this Agreement is executed by both parties. It is acknowledged that the Consultant has been asked to perform work prior to commencement of the Agreement, and that payment shall be made for these services, as long as the invoice is approved by the City Administrator. This Agreement shall be effective until terminated as provided in Section 6 herein.

#### **5. Discrimination and Compliance with Laws**

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, or termination, of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

#### **6. Termination of Agreement**

Either party may terminate this Agreement with or without cause, by providing thirty (30) days written notice to the other party. The City also reserves the right to terminate this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of termination.

**7. Standard of Care**

Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

**8. Ownership of Work Product**

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

**9. Indemnification/Hold Harmless**

Consultant shall indemnify, and hold the City, its officers, employees, agents and volunteers harmless from all reasonable claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the negligent acts, errors, or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the concurrent negligence of the City. Provided, however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the City, and the City's officers, employees, agents or volunteers it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

## 10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

c. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 If allowed under Consultant's coverage for professional liability coverage, the City shall be named as an additional insured. The City shall be named as an additional insured under Consultant's Automobile Liability insurance policy with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this

Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

**11. Assigning or Subcontracting**

Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

**12. Independent Contractor**

Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

**13. Notice**

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: City Administrator  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

Consultant: Carol Morris  
Morris Law, P.C.  
3304 Rosedale Street NW  
Gig Harbor, WA 98335  
Phone: 253-851-5090  
Fax: 360-850-1099

**14. Disputes**

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

**15. Attorney Fees**

In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

**16. General Administration and Management**

16.1 The City Administrator for the City, or his/her designee (the Contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement. No third party shall have any direct control or influence over the services performed under this Agreement.

16.2 Equipment and Other Resources. The Consultant shall provide, at no cost to the City, its own cell phone, access to standard on-line computer legal research databases, long distance telephone, cell phone service, mileage, etc. The City shall provide office space to Consultant for its use while on City premises, to include a computer, a telephone, a desk, and access to a copy and fax machine.

16.3 Consultant shall apply for and obtain a City of Black Diamond business license and shall renew said license at the required time, pursuant to City of Black Diamond Municipal Code. Consultant shall be required to maintain a City of Black Diamond business license for the entire duration of this Agreement. Consultant shall not charge the costs of the business license to the City.

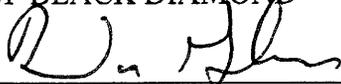
**17. Extent of Agreement/Modification**

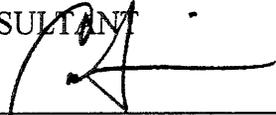
17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties.

**18. Conflict of Interest; Non-Collusion**

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Agreement pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that in performance of this Agreement no person having any such interest shall be employed by the Consultant. The Consultant's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from any third party.

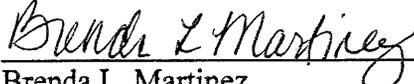
18.2 The Consultant warrants and represents that the Consultant or has not, nor has any other member, employee, representative, agent or officer of the Consultant entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Consultant other than the consideration offered pursuant to the terms and conditions hereof.

CITY OF BLACK DIAMOND  
By:   
Dave Gordon  
Its: Mayor  
Date: 3/7/14

CONSULTANT  
By:   
Carol Morris  
Its: President  
Date: 3/7/14

Attest:

By:

  
Brenda L. Martinez  
City Clerk

## EXHIBIT A

### Scope of Work

#### I. Duties.

A. Carol Morris shall serve as the City Attorney.

B. The City Attorney shall be principally <sup>CM</sup> responsible for performing routine legal work for the City, except as set forth in subsection 1(C) below. The following list of routine duties is illustrative of the services to be performed by the City Attorney that do not require prior authorization from the Mayor, City Administrator or City Council:

1. The City Attorney shall provide services in the offices of Morris Law, P.C., 3304 Rosedale Street N.W., Suite 200, Gig Harbor, WA. The City may schedule appointments with the City Attorney as needed, either in the Morris Law office or in City Hall in Black Diamond. The City Attorney will attend City Council meetings and any other meetings specified by the City in Black Diamond. The City may ask the City Attorney to attend meetings on issues relating to City business in other locations.

2. The City Attorney shall draft City ordinances, Agreements, resolutions, interlocal agreements, correspondence and other legal documents as requested by the City;

3. The City Attorney shall approve all ordinances and Agreements as to proper form and content;

4. The City Attorney shall advise the Mayor, Councilmembers, and staff members with regard to legal matters relating to their respective duties being performed for the City, or by telephone, in person and/or by written memo, on routine City business;

5. The City Attorney shall attend all Regular City Council business meetings and shall attend other, regularly scheduled or Special Meetings of the City Council as requested by the City.

C. The following list of duties are those duties that will require prior authorization from the Mayor, City Administrator or City Council prior to commencement of services by the City Attorney as follows:

1. The City Attorney shall represent the City in lawsuits as specified and other contested proceedings commenced by the City as specified;

2. The City Attorney shall be available on an as-needed basis as directed by the Mayor or City Administrator, to discuss legal matters with citizens that affect the City and/or to respond to citizen inquiries in person, in writing or by telephone involving City business;

3. The City Attorney may be asked to attend board meetings, commission meetings, committee meetings or any other type of meeting on an as-needed basis, including meetings with other governmental agencies as necessary on matters involving the City; and

4. The City Attorney may be asked to perform other duties as are deemed necessary and appropriate, and not defined as “routine” in Section B, above, in order to provide the City with legal representation and advice.

D. The City Attorney’s duties shall not include the following:

1. Providing public defense services for indigent defendants;

2. Providing criminal prosecution services;

3. Providing legal services associated with union negotiations, personnel or employment matters including personnel disciplinary proceedings;

4. Representing the City in any legal matter where the City Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct or other applicable law or regulation;

5. Providing legal services where the City has insurance coverage that provides for legal services to the City, the City has tendered the defense of the lawsuit to the insurance carrier, and the insurance carrier has assigned the lawsuit to an attorney other than the City Attorney; provided, however, that if the insurance carrier has assigned the lawsuit to an attorney other than the City Attorney, the City Attorney may monitor the lawsuit, as requested by the City, on a case-by-case basis. The City acknowledges that the insurance carrier may retain the City Attorney to provide legal services.



LAWYERS PROFESSIONAL LIABILITY COVERAGE  
DECLARATIONS

POLICY NO: 105349178

Travelers Casualty and Surety Company of America  
Hartford, CT 06183  
(A Stock Insurance Company, herein called the Company)

**Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.  
The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.**

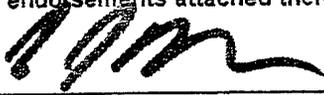
This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

|        |  |
|--------|--|
| ITEM 1 | <b>NAMED INSURED:</b><br>MORRIS LAW, P.C.<br><br>Principal Address:<br>7223 SEAWITCH LANE NW<br>SEABECK, WA 98380  |
| ITEM 2 | <b>POLICY PERIOD:</b><br>Inception Date: September 30, 2013      Expiration Date: September 30, 2014<br>12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.   |
| ITEM 3 | <b>ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:</b><br><br>Email: PLclaims@travelers.com<br><br>FAX: 888-460-6622<br><br>Professional Liability Claims Manager<br>Travelers Bond & Financial Products<br>385 Washington Street, MC 9275-NB08F<br>St. Paul, MN 55102 |
| ITEM 4 | <b>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</b><br><br>Lawyers Professional Liability Coverage  |



|        |   |
|--------|---|
| ITEM 9 | FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:<br>PTC-1001-1108; LPL-1001-1108; PTC-3047-1108; PTC-2035-1108; PTC-2067-0411 |
|--------|---|

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

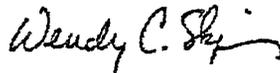


Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY CHANGES ENDORSEMENT**

It is agreed that the Declarations is amended as indicated below by :

The following is replaced in ITEM 1:  
 **NAMED INSURED:**

Principal Address: 3304 ROSEDALE ST STE 200, GIG HARBOR, WA, 98335-1805

The following replaces ITEM 2:

**ITEM 2      POLICY PERIOD:**

Inception Date:

Expiration Date:

12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1 of the Declarations

The following is replaced in ITEM 5::

Professional Services and Network and Information  
Security Offenses Coverage Limits:

for each **Claim**; not to exceed  
for all **Claims**

Publishing and Non-profit Services Coverage  
Limits:

for each **Claim**; not to exceed  
for all **Claims**

Deductible:

\$0 each **Claim**  
N/A all **Claims**

Retroactive Date:

Knowledge Date:

The following is replaced in ITEM 6:

Crisis Event Expenses Limits:

for each **Crisis Event**  
for all **Crisis Events**

Disciplinary or Regulatory Proceeding  
Expenses Limits:

for each **Disciplinary or  
Regulatory Proceeding**  
for all **Disciplinary or  
Regulatory Proceedings**

Issuing Company: Travelers Casualty and Surety Company of America  
Policy Number: 105349178

Effective Date: 10/25/2013

The following replaces ITEM 7:

PREMIUM FOR THE POLICY PERIOD:

Policy Premium

The following replaces ITEM 8:

OPTIONAL EXTENDED REPORTING PERIODS:

Additional Premium Percentage:      Additional Months:

**It is agreed that this policy is amended as indicated below by :**

Forms and endorsements added:

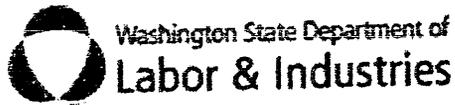
Forms and endorsements deleted:

Forms and endorsements amended:

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

"Workers Comp"



- [Printer Friendly Report](#)
  - [Adobe® PDF Format](#)
- Submit Date: 1/20/2014  
Confirmation Number: 2750044

### Quarterly Report

4th Quarter: October 1, 2013 - December 31, 2013

Due Date: 1/31/2014

MORRIS LAW PC  
3304 ROSEDALE ST NW STE 200  
GIG HARBOR, WA 98335-1805

WA UBI:  
601 922 423  
L&I Account ID:  
274,154-00  
Phone Number:  
360-830-0328 Ext. 0

Account Manager: ALISON WOODWARD 360-902-4629

| Class                    | Nature of Work        | Payroll | Hours | Rate   | Amount        |
|--------------------------|-----------------------|---------|-------|--------|---------------|
| 5301-11                  | Law Firms Incl CI/SIs |         |       | 0.1733 |               |
| <b>Total of Premiums</b> |                       |         |       |        | <b>\$</b>     |
| <b>Previous Balance</b>  |                       |         |       |        | <b>\$0.00</b> |
| <b>Grand Total</b>       |                       |         |       |        | <b>\$</b>     |

#### Preparer's Information

Preparer: Teresa Hinton, CPA  
DayTime Phone: 206-855-8900  
Email: teresa@tmh-cpa.com

#### Payment Information

Method of Payment: EFT  
Bank routing information: 125102906  
Bank account information: XXXXXXXXXXXXX1211  
Bank account Type: BusinessChecking  
Payment Amount: \$  
Scheduled Payment Date: 1/24/2014

Po Box 5000  
Dupont, WA 98327-5000

**Named Insured**

AT1 000074 0046 H-15-2761-FBBC L F  
MORRIS, CAROL A  
PO BOX 948  
SEABECK WA 98380-0948

**DECLARATIONS PAGE**

|   |                       |                        |
|---|-----------------------|------------------------|
| <b>Policy Number</b>  | 47-GF-3745-3          |                        |
| <b>Policy Period</b>  | <b>Effective Date</b> | <b>Expiration Date</b> |
| 12 Months   | JAN 1 2014            | JAN 1 2015             |
| The policy period begins and ends at 12:01 am standard time at the named insured's address. |                       |                        |

Your policy is amended JAN 1 2014  
NUMBER OF AUTOS CHANGED

**PERSONAL LIABILITY UMBRELLA POLICY**

**Automatic Renewal** - If the policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you written notice in compliance with the policy provisions or as required by law.

| Coverage(s)                     | Limit of Liability |
|---------------------------------|--------------------|
| Coverage L - Personal Liability | \$ 2,000,000       |
| Self-Insured Retention          | None               |

**Required Underlying Insurance**

(Terms in bold in this section are defined in the policy)

**Minimum Underlying Limits**

| Type of Policy   | Combined Limits<br>(Bodily Injury and Property Damage) | or                | Split Limits                                   |
|--|--|-------------------|--|
| <b>Automobile Liability</b>  | \$ 500,000   | Bodily Injury -   | \$250,000 Per Person<br>\$500,000 Per Accident |
|  |  | Property Damage - | \$100,000 Per Accident                         |
| <b>Recreational Motor Vehicle Liability</b><br>Including Passenger Bodily Injury | \$ 500,000   | Bodily Injury -   | \$250,000 Per Person<br>\$500,000 Per Accident |
|  |  | Property Damage - | \$100,000 Per Accident                         |
| <b>Personal Residential Liability</b>  | \$ 100,000   |                   |  |
| <b>Watercraft Liability</b>  | \$ 100,000   |                   |  |

| Forms & Endorsements            |           |
|---------------------------------|-----------|
| Personal Liability Umbrella     | FP-7950.2 |
| Amendatory Endorsement          | FE-7670.3 |
| Passenger Bodily Injury Excl    | FE-7772.1 |
| Fuel Oil Exclusion              | FE-5837   |
| Registered Domestic Partnership | FE-6858   |

**Endorsement Premium** None

Other limits and exclusions may apply - refer to your policy

FP-7052.3C

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E

Prepared NOV 13 2013

JEFF REED INS AGCY INC  
360-698-8029

0101-1005