

EXHIBIT C: OTHER NEGOTIATED CHANGES

Section 3.02 in the AGREEMENT which reads, “*The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.*” is struck from the AGREEMENT and is hereby replaced in its entirety with the following:

3.02 “**The County and the CONTRACTOR reserve the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.**”

Section 7.01 in the AGREEMENT which reads, “*During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.*” is struck from the AGREEMENT and is hereby replaced in its entirety with the following:

7.01 “**During the term of this Agreement, the either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.**”

- - - *This space is left blank intentionally* - - -

EXHIBIT B: INSURANCE CHANGES

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability – being specified in Canadian Dollars (CAD):

Commercial General Liability Insurance: CONTRACTOR agrees to maintain commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than CAD \$100,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance: CONTRACTOR agrees to maintain business automobile liability insurance covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than CAD \$500,000 per occurrence.

Workers' Compensation Insurance: Contractor agrees to maintain Worker's Compensation Insurance in accordance with British Columbia, Canada regulations. This insurance is mandatory in British Columbia and the Contractor will provide clearance letter or other evidence of current status in the plan.

California Workers' Compensation Certification: CONTRACTOR hereby certifies and warrants that it does not have any employees in California and is not subject to California Worker's Compensation requirements.

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than CAD \$1,000,000 per claim and CAD \$1,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.