

EXHIBIT C

AMENDED INSURANCE AND INDEMNITY REQUIREMENTS

These Amended Insurance and Indemnity Requirements are adopted as part of the Amended Service Agreement between the CHANNEL ISLANDS YMCA, a nonprofit organization (“YMCA”) and the County of Santa Barbara (“County”) executed on _____, 2007.

A. INDEMNIFICATION

1. YMCA shall indemnify, defend and hold County, and County’s agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys’ fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of YMCA, and its officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

2. County shall indemnify, defend and hold YMCA and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys’ fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of County, and County’s officers, agents and employees.

B. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, YMCA shall not be deemed to be County’s agent and County shall not be deemed to be YMCA’S agent.

C. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

D. CONTINUING OBLIGATION

To the extent that YMCA has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

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E. INSURANCE

YMCA recognizes and accepts that the County is self-insured and may purchase commercial insurance to cover their exposure hereunder, in whole or in part. The County will provide YMCA a certificate of insurance naming YMCA as an additional insured on its General and Automobile Liability Insurance policy during the term of this Agreement.

YMCA shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurer which have a Best's rating of no less than A:VII unless approved by the County. Such insurance coverage shall be maintained during the term of this Amended Service Agreement. Failure to comply with the insurance requirements shall place the YMCA in default. Upon request YMCA shall provide a certified copy of any insurance policy to the County within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all staff while performing any work incidental to the performance of this Amended Service Agreement. The policy shall provide that no cancellation or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event YMCA is or becomes self-insured, it shall furnish a copy of the Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations under the control of YMCA and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by YMCA in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Amended Service Agreement between the County and the YMCA. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of YMCA pursuant to the activities hereunder. YMCA shall require all subcontractors to furnish separate certificates and additional insured endorsements to meet the standards of these provisions by each subcontractor. County, its officers, agents, and employees shall be Additional Insured status on any policy. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the

certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less the \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000.00 requires approval by the County.

Said policy or policies shall include a severability of interest clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

“Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if either party has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only.”

If the policy providing liability coverage is on a “claims-made” form, YMCA is required to maintain such coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Amended Service Agreement. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

YMCA shall provide the office of the designated County representative with certificate(s) of insurance documenting the required insurance as specified above prior to the effective date of the Amended Service Agreement. County shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Amended Service Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which YMCA may be held responsible for payment of damages resulting from YMCA’S services or operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY’S rights to insurance coverage hereunder.