

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Agency and Department agree that the following Special Conditions are part of this Contract.

1. All references in this Contract to the term "County" mean "Contra Costa County". All references in this contract to "Contractor" mean "Contra Costa Resource Conservation District."

2. Section 5(a) (Written Notice) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"5(a) Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty days advance written notice thereof, and may be cancelled immediately by written mutual consent. In the event that the County terminates this Contract, Contractor will submit a final payment demand and County will render payment for all services rendered and expenses incurred up to the date of cancellation."

3. Section 5(c) (Cessation of Funding) of the General Conditions is hereby deleted in its entirety and replaced with the following paragraph:

"5(c) Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, the County will provide notice to Contractor at the earliest reasonable opportunity. Contractor will cease work immediately upon receipt of notice from County. The County will render payment for all services rendered and expenses incurred up to the date of notification. "

4. Section 9 (Disputes) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to written determination by the head of the Department of Conservation and Development, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government. Any dispute arising under this Contract that is not settled by agreement of the parties may be settled by mediation, or other legal proceedings, provided that neither party is obligated to participate in any alternative dispute resolution process."

5. Section 18 (Indemnification) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"18. Mutual Indemnification.

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- a. Contractor shall defend, indemnify and hold the County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of Contractor, its officers, agents, or employees.
 - b. County shall defend, indemnify and hold the Contractor, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of County, its officers, agents, or employees."
6. Section 20 (Notices) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"20. Notices. All notices provided for this Contract must be in writing and may be delivered by deposit in the United States mail, postage pre-paid. Notices to the County must be addressed to the head of the Department of Conservation and Development. Notices to the Contractor must be addressed the Contractor's address designated in Section 2 of the first page of this Contract. The effective date of notice is five (5) days after the date the notice was placed in the mail."