

Contra Costa County  
Standard Form L-1  
Revised 2014

**STANDARD CONTRACT**  
**(Purchase of Services – Long Form)**

Number:  
Fund/Org:  
Account:  
Other:

1. **Contract Identification.**

Department: Library

Subject: Unarmed Security Services at Library

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Ax9 Security, Inc

Capacity: A California S Corporation

Address: 2151 Salvio St. Ste. 260 Concord, CA 94520

3. **Term.** The effective date of this Contract is July 1, 2025. It terminates on June 30, 2028 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 1,510,000.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

Unarmed Security Services at Library

Contra Costa County  
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**STANDARD CONTRACT**  
**(Purchase of Services – Long Form)**

Number:  
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Other:

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

Government Code Sections 31000 and 26227.

10. **Signatures.** These signatures attest the parties' agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: By: <u>Alison McKee</u> 94FCDDC86F37464... Chair/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By: _____ Deputy</p>
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**CONTRACTOR**

<p>Signature A Name of business entity: Ax9 Security, Inc, a Corporation</p> <p>Signed by: By: <u>[Signature]</u> 77C0FA8BD67C49B... (Signature of individual or officer)</p> <p>Mohamed Ahmed Ma Chief Executive Officer _____ (Print name and title A, if applicable)</p>	<p>Signature B Name of business entity: Ax9 Security, Inc, a Corporation</p> <p>Signed by: By: <u>[Signature]</u> EBF6E5CB434249B... (Signature of individual or officer)</p> <p>Hamzah Mohammed - Chief Financial Officer _____ (Print name and title B, if applicable)</p>
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**Note to Contractor:** For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.



**PAYMENT PROVISIONS**  
**(Fee Basis Contracts - Long and Short Form)**

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$            monthly, or
- b. \$            per unit, as defined in the Service Plan, or
- c. \$            after completion of all obligations and conditions herein.
- d. Other: As set forth in the attached Service Plan (Form L-3).

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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**SERVICE PLAN**

**I. Contractor's Obligations.**

A. Contractor shall provide unarmed security officer services to the Contra Costa County Library ("County") as detailed below. Contractor shall comply with all applicable requirements of the Private Security Services Act, Business and Professions Code section 7580, et seq., in the performance of Contractor's obligations under this Contract.

1. **Martinez Library.** Contractor shall provide security officer services at the Martinez Library located at 740 Court Street, Martinez, California, 94553, during library open hours as well as fifteen (15) minutes prior to opening and fifteen (15) minutes after closing.

The Martinez Library's weekly hours open to the public are:

Martinez Library	Open		Close
Monday	Closed		Closed
Tuesday	12:00 PM	to	8:00 PM
Wednesday	10:00 AM	to	6:00 PM
Thursday	10:00 AM	to	6:00 PM
Friday	9:00 AM	to	5:00 PM
Saturday	9:00 AM	to	5:00 PM

Security officer services must be provided during the following hours:

Martinez Library	Security Officer Shift Start Time		Security Officer Shift End Time
Monday	Closed		Closed
Tuesday	11:45 AM	to	8:15 PM
Wednesday	9:45 AM	to	6:15 PM
Thursday	9:45 AM	to	6:15 PM
Friday	8:45 AM	to	5:15 PM
Saturday	8:45 AM	to	5:15 PM

2. **Concord Library.** Contractor shall provide security officer services at the Concord Library located at 2900 Salvio Street, Concord, California, 94519, during library open hours as well as fifty (50) minutes prior to opening and fifteen (15) minutes after closing. Contractor shall also provide security officer services at the Concord Library for Sunday Services, as described below in Section I(C).

The Concord Library's weekly hours open to the public are:

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Concord Library	Open		Closed
Monday	10:00 AM	to	8:00 PM
Tuesday	10:00 AM	to	8:00 PM
Wednesday	10:00 AM	to	6:00 PM
Thursday	10:00 AM	to	6:00 PM
Friday	9:00 AM	to	5:00 PM
Saturday	9:00 AM	to	5:00 PM
Sunday	12:00PM	to	4:00PM

Security officer services must be provided during the following hours:

Concord Library	Security Officer Shift Start Time		Security Officer Shift End Time
Monday	9:10 AM		8:15 PM
Tuesday	9:10 AM	to	8:15 PM
Wednesday	9:10 AM	to	6:15 PM
Thursday	9:10 AM	to	6:15 PM
Friday	8:10 AM	to	5:15 PM
Saturday	8:10 AM	to	5:15 PM
Sunday	11:00AM	To	5:00PM

3. **San Pablo Library.** Contrator shall provide security officer services at the San Pablo Library located at 13751 San Pablo Avenue, San Pablo, California, 94806, during library open hours as well as fifteen (15) minutes prior to opening and fifteen (15) minutes after closing.

The San Pablo Library's weekly hours open to the public are:

San Pablo Library	Open		Closed
Monday	10:00 AM	to	8:00 PM
Tuesday	10:00 AM	to	8:00 PM
Wednesday	10:00 AM	to	6:00 PM
Thursday	10:00 AM	to	6:00 PM
Friday	9:00 AM	to	5:00 PM
Saturday	9:00 AM	to	5:00 PM

Security officer services must be provided during the following hours:

San Pablo Library	Security Officer Shift Start Time		Security Officer Shift End Time
Monday	9:45 AM	to	8:15 PM

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Tuesday	9:45 AM	to	8:15 PM
Wednesday	9:45 AM	to	6:15 PM
Thursday	9:45 AM	to	6:15 PM
Friday	8:45 AM	to	5:15 PM
Saturday	8:45 AM	to	5:15 PM

4. **Walnut Creek Library.** Contractor shall provide security officer services at the Walnut Creek Library located at 1644 North Broadway, Walnut Creek, California, 94596, during library open hours as well as fifteen (15) minutes prior to opening and fifteen (15) minutes after closing.

The Walnut Creek Library’s weekly hours open to the public are:

Walnut Creek Library	Open		Close
Monday	10:00 AM	to	8:00 PM
Tuesday	10:00 AM	to	8:00 PM
Wednesday	10:00 AM	to	6:00 PM
Thursday	10:00 AM	to	6:00 PM
Friday	9:00 AM	to	5:00 PM
Saturday	9:00 AM	to	5:00 PM

Security officer services must be provided during the following hours:

Walnut Creek Library	Security Officer Shift Start Time		Security Officer Shift End Time
Monday	9:45 AM		8:15 PM
Tuesday	9:45 AM	to	8:15 PM
Wednesday	9:45 AM	to	6:15 PM
Thursday	9:45 AM	to	6:15 PM
Friday	8:45 AM	to	5:15 PM
Saturday	8:45 AM	to	5:15 PM

5. **On-Call Services.**

- i. Contractor shall provide security officer services on an “on-call,” or as-needed, basis at any of the following Contra Costa County Library branch or administration locations:

Library	Address	City & Zip Code
Antioch	501 W 18th St	Antioch 94509
Bay Point	205 Pacifica Avenue	Bay Point 94565
Brentwood	104 Oak St.	Brentwood 94513

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Clayton	6125 Clayton Rd.	Clayton 94517
Crockett	991 Loring Ave.	Crockett 94525
Danville	400 Front St.	Danville 94526
Dougherty Station	17017 Bollinger Canyon Road	San Ramon 94582
El Cerrito	6510 Stockton Ave.	El Cerrito 94530
El Sobrante	4191 Appian Way	El Sobrante 94803
Hercules	109 Civic Dr.	Hercules 94547
Kensington	61 Arlington Ave.	Kensington 94707
Lafayette	3491 Mt. Diablo Blvd	Lafayette 94549
Moraga	1500 St. Mary's Rd.	Moraga 94556
Oakley	1050 Neroly Rd.	Oakley 94561
Orinda	26 Orinda Way	Orinda 94563
Pinole	2935 Pinole Valley Rd.	Pinole 94564
Pittsburg	80 Power Ave.	Pittsburg 94565
Pleasant Hill	2 Monticello Ave	Pleasant Hill 94523
Prewett	4703 Lone Tree Way	Antioch 94531
Project Second Chance	2151 Salvio Street	Concord 94520
Rodeo	220 Pacific Ave.	Rodeo 94572
San Ramon	100 Montgomery St.	San Ramon 94583
Ygnacio Valley	2661 Oak Grove Rd	Walnut Creek 94598
Library Administration	777 Arnold Dr., Suite 210	Martinez 94553

ii. The County will request “on-call” or as-needed security officer services by contacting the Contractor by phone or email and providing the Library branch location and shift hours that security officer services are required.

6. **Trespass Services.** Contractor shall dispatch a security officer to sign legal trespassing documentation at any given Contra Costa County Library branch or administration location when requested by County staff and (i) law enforcement officers decline to escort a patron out of a library location, and (ii) either the patron is in violation of the Contra Costa County Library’s Patron Conduct Policy and will not leave a library location after being asked, or the patron is in violation of a previously imposed and current library suspension and will not leave a library location after being asked.

B. Contractor shall advise and ensure that security officers comply with the following duties and expectations while assigned to any one of the above-described locations, including:

1. Sign in and sign out when arriving and leaving the library location on the library’s Security Officer Log. The log is available at the service desk for each location for which security services

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are provided. Security officer shall also sign out and sign in when going on a 15-minute or lunch break, and when returning from the 15-minute or lunch break.

2. Report to the library branch manager or designated person in charge of each library location at the beginning of the shift.
3. Comply with the County's conduct expectations for security services as follows:
  - i. Perform the external and internal monitoring and inspection of the premises, described below in Section I(B)(4), approximately every 30 minutes.
  - ii. Notify library staff when taking a 15-minute or lunch break.
  - iii. Keep a walkie talkie or Contractor-provided cell phone on their person at all times in the event that library staff needs to contact the security officer. Ensure that library staff has the contact information for any Contractor-provided cell phone that may be utilized by the security officer.
  - iv. Do not use a personal cell phone, tablet, or computer, except in the course of performing the services described in this Contract.
  - v. Do not wear headphones or earbuds of any kind except in the course of performing the services described in this Contract.
  - vi. Do not eat food or store any open containers of food at the security post of any library location at any time. Each 15-minute break and lunch break must be taken at a location other than the designated security post.
  - vii. Adhere to the Contra Costa County Library's Patron Conduct Policy, which is attached hereto as Attachment A.
4. Monitor and inspect the location premises, including the interior and exterior of the library building for behaviors that disturb the normal functioning of the location. Some examples include, but are not limited to: loud noises, eating, sexual activity, threatening or dangerous behaviors, illegal activities, vandalism or theft of library materials or equipment, and misuse of library spaces.
5. In the event that a security officer observes a behavior that disturbs the normal functioning of the library location, the security officer is to take the following progressive steps, in the following order, until the disturbance is resolved:
  - i. Inform library staff about any noteworthy behavior or disturbances that have been observed in or around the location premises.
  - ii. Consult library staff if there is a question about patron behavior.
  - iii. Ask the person(s) engaging in the unacceptable behavior to stop.
  - iv. Allow person(s) the opportunity to comply with instructions from the security officer or

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library staff, while continuing to monitoring the disturbance.

- v. If the behavior continues, the security officer shall contact library staff to assist with the situation.
- vi. If the security officer reasonably believes someone needs to be removed from the location, the security officer shall consult with library staff. Library staff will make the final determination as to whether a person will be asked to leave the location. A security officer shall not make a removal decision on their own.
- vii. If library staff determines that it is necessary to call law enforcement, the security officer may assist in contacting law enforcement and shall remain with the person(s) engaged in the unacceptable behavior until law enforcement officers arrive.
- viii. If the police or library staff determine that a trespass order is necessary to remove the person(s) from the premises, the security officer shall authorize the trespass order.

- 6. Complete a Daily Activity Report ("DAR") at the conclusion of each day of service that documents (i) the site inspection and (ii) Standing Detail Post activity, including the date and time of each inspection and each incident in chronological order.
- 7. Provide access to Contractor's proprietary DAR software and electronic copies of DARs upon request, at no additional cost to the County.
- 8. Complete Incident Reports ("IRs") that describe each incident, maintenance issue, or other significant identifiable issue, and any resolution of such incident or issue.
- 9. Provide continual access to IRs at no additional cost to the County, by ensuring that the IRs are either accessible through Contractor's proprietary IR software or that they emailed to leadership@wan.contracosta.ca.gov no later than one business day after a documented incident (unless the County is otherwise notified by the Contractor of the occurrence of the incident, in which case the IR should be submitted emailed to [leadership@wan.contracosta.ca.gov](mailto:leadership@wan.contracosta.ca.gov) within a reasonable time, not to exceed five business days).

**C. Sunday Services at the Concord Library.** Contractor shall schedule one security officer at the Concord Library during the hours specified in Section I(A)(2) for Sunday Services. Sunday Services is the library's self-service operating hours during which no regular library staff will be on site. During Sunday Services, the assigned security officer shall comply with the following duties and expectations at the Concord Library:

- 1. Arrive sixty (60) minutes prior to the library opening and leave sixty (60) minutes after the library closes.
- 2. Remain on premises during the entire Sunday Services shift.
- 3. Enter through the building's rear staff entrance.
- 4. Disable the building's entry alarm using a code provided by Library staff.

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5. Turn on all lights in the public areas of the building before public hours begin.
6. Close and lock gates to secure the staff area.
7. Before public hours begin and after public hours conclude, walk through the interior of building to confirm no issues or irregularities. Report any issues or irregularities to the Concord Library on-call manager by telephoning the manager at the contact number listed in the Self-Service Sundays Security Manual, which is provided by the Library and located in a binder at the Concord Library.
8. Check the exterior perimeter of the building, including the entry pin pad, and clear pathways of any loitering persons, debris, or obstructions.
9. Check that library equipment is in working condition (e.g. self-check and catalog computer/tablet, self-service pin pad, receipt printers)
10. Be familiar with the Contra Costa County Library's Patron Conduct Policy, which is attached hereto as Attachment A.
11. Be familiar with Self-Service Sundays Security Manual, which is provided by the Library and located in a binder at the Concord Library.
12. During public hours, walk the interior of building at least two times per hour. Check that all aisles and walkways are clear of debris and obstructions.
13. During public hours, walk the exterior of building at least one time each hour. Check that all pathways are clear of loitering people, debris, and obstruction.
14. For the duration of the shift, continually report any new or developing issues or irregularities, including by not limited to, power outages, Wi-Fi outages, plumbing or electrical issues, to the Concord Library on-call manager by telephoning the manager at the contact number listed in the Self-Service Sundays Security Manual.
15. In the event that a security officer observes a behavior that disturbs the normal functioning of the library location, the security officer shall follow the protocol described in Section I(B)(5), above.
16. Place out of order signs on library equipment as needed (signs will be provided).
17. At closing time, check all areas internal areas of the building to confirm that everyone has left the library.
18. Complete a DAR at the end of the shift, prior to leaving for the day.
19. At the end of the shift, prior to leaving, turn off all lights in building and lock all exterior-facing doors.
20. At the end of the shift, prior to leaving, turn on the building's entry alarm.

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21. Confirm all building entrances are secured and locked before leaving the building. Once out of the building, reconfirm all building entrances are locked.

D. Contractor shall manage security officer personnel assigned to branch locations as follows:

1. Provide substitute security officers for any regularly assigned security officer that is late or absent. Specifically, Contractor shall ensure that a substitute security officer is timely assigned and dispatched to cover the late or absent security officer.
2. Notify the assigned library location manager or designated person in charge at or before the beginning of a regularly scheduled shift if a regularly assigned officer will be absent or late, and inform Library staff of relevant details regarding a substitute security officer, including the name and anticipated arrival time of the substitute security officer. This notification shall be made by telephoning the library manager or person in charge of the affected location at the phone number listed below:
  - i. Concord Library: 925-646-5109
  - ii. Martinez Library: 925-646-9921
  - iii. San Pablo Library: 510-374-3999
  - iv. Walnut Creek Library: 925-977-3355
3. Ensure that all security officers assigned to library locations in accordance with the contract meet the following minimum qualifications, and, upon request from the Library, Contractor shall timely remove and replace any assigned security officer who fails to meet the following minimum qualifications. If the Library requests that any deficient security officer be removed and replaced, Contractor shall not reassign the deficient security officer to any library location unless the deficiency is cured and the Library approves of the security officer's return.
  - i. Comply with all applicable California Bureau of Security and Investigative Services requirements.
  - ii. Hold and maintain a valid security officer registration.
  - iii. Complete all trainings required by the Contractor and be deemed fit for duty.
  - iv. Hold a valid California Driver's License or valid California Identification Card.
  - v. Wear a Contractor approved uniform at all times while performing duties.
  - vi. Report punctually to assigned library premises at the start of each shift.
  - vii. Display a well-maintained appearance.
  - viii. Perform all of the Post Order requirements and Pass Down Orders issued by the Contractor.
  - ix. Remain awake and alert at all times. Avoid distractions such as reading books, or any activities that divert attention.

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- x. Present a professional, courteous, and welcoming attitude to the general public and library staff alike.
- xi. Have a competent command of the English language that enables effective communication with the general public and library staff.

**II. Payment Provisions.** In consideration for Contractor's performance of services under this Contract, the County will pay Contractor pursuant to the procedure outlined in Section 2 of the Form P-1 (Payment Provisions), and according to the following hourly rate schedule, for all services actually performed by the Contractor's security officer personnel, not to exceed a total Contract Payment Limit of \$1,510,000 during the term of this Contract:

A. Effective date of this Contract, through December 31, 2025:

- i. Regular Hourly Rate: \$34.10
- ii. Overtime/Holiday Hourly Rate: \$51.15
- iii. "On-Call" Hourly Rate: \$34.10 (six hour minimum)

B. January 1, 2026, through December 31, 2026:

- i. Regular Hourly Rate: \$35.12
- ii. Overtime/Holiday Hourly Rate: \$52.68
- iii. "On-Call" Hourly Rate: \$35.12 (six hour minimum)

C. January 1, 2027, through December 31, 2027:

- i. Regular Hourly Rate: \$36.17
- ii. Overtime/Holiday Hourly Rate: \$54.26
- iii. "On-Call" Hourly Rate: \$36.17 (six hour minimum)

D. January 1, 2028, through December 31, 2028:

- i. Regular Hourly Rate: \$37.26
- ii. Overtime/Holiday Hourly Rate: \$55.88
- iii. "On-Call" Hourly Rate: \$37.26 (six hour minimum)

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**GENERAL CONDITIONS**  
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1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

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**GENERAL CONDITIONS**  
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5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- 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, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

  
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**GENERAL CONDITIONS**  
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**10. Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

**11. Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

**12. No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

**13. Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

**14. Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

**15. Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

  
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addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

  
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- them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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- 24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
- 25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
- 26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
- 27. **Required Audit.**
  - a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
  - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
  - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

  
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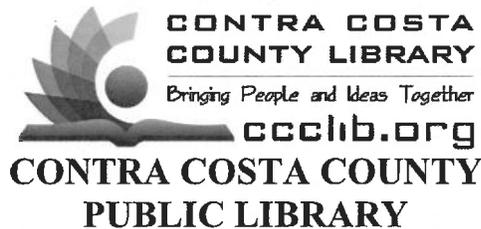
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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## **Patron Conduct Policy**

### **Statement of Policy**

The Contra Costa County Public Library seeks to provide materials and services to the public in an environment that is safe, pleasant and conducive to comfortable library use. No one may engage in conduct that interferes with anyone else's ability or right to use and benefit from library facilities. (See below for types of unacceptable behavior.)

Anyone who engages in behavior that disrupts someone else's use of the library may be asked to leave the library.

Persons who engage in illegal activity, or any willful or repeated violations of this Patron Conduct Policy, or other posted library rules, are subject to being removed from the library facility and/or having their library privileges suspended. (See the Contra Costa County Public Library Suspension Policy.) Where authorized by Federal, State or local law, conduct violations may also result in arrest.

Enforcement of this Patron Conduct Policy will be by library staff and/or local police, as appropriate.

### **Need for the Policy**

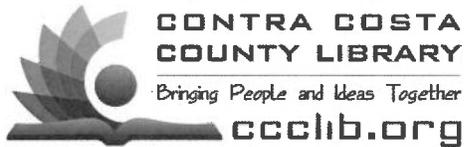
This Patron Conduct Policy is intended to protect the rights and safety of library patrons and staff and preserve and protect the library's materials, facilities and property.

### **Conduct Requirements**

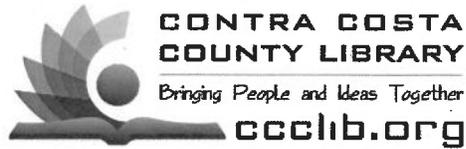
Patrons must be engaged in activities associated with the use of a public library when in the building. Patrons not engaged in reading, studying, using library materials or equipment, or participating in a library program or activity will be required to leave the building.

The following behaviors are prohibited in the library:

- Behaviors that disturb the normal functioning of the library, including:
  - Refusing to follow the reasonable direction of library staff.
  - Engaging in illegal activities.
  - Being in possession of or under the influence of alcohol or illegal drugs.



- Smoking, including the use of electronic or vapor cigarettes, inside the library facility or anywhere on library property.
  - Creating loud noises that are disruptive to others, including loud talking and using electronic equipment set at a loud volume.
  - Causing strong pervasive odors that constitute a nuisance to others, including pervasive fragrances caused by perfume or other scented products.
  - Soliciting, panhandling, or gambling.
  - Failure to wear a shirt/top, pants/bottoms or shoes.
  - Engaging in any sexual activity or conduct.
  - Entering restricted and/or nonpublic areas of the library without permission.
  - Interfering with or disrupting library computer networks, library services, or library equipment.
  - Consuming food or beverages in the library, other than in designated areas.
  - Theft of library materials.
- Behaviors that disrupt the use of the library by others or create an unsafe environment, including:
    - Engaging in behavior that a reasonable person would find harassing, threatening, harmful or disruptive, including stalking, prolonged staring, or following another with the intent to annoy or disturb.
    - Harassing, threatening, assaulting, fighting, challenging to fight, or making verbal, written or implied threats of violence.
    - Bringing a weapon of any kind into the library or onto library property, including but not limited to, a gun, whether loaded or unloaded, a knife or a club.
    - Using harassing or insulting language, including profanity.
    - Engaging in horseplay or hazing.
    - Vandalizing library facilities, equipment, or materials.
    - Engaging in behaviors prohibited by other library policies.
- Inappropriate use of facilities or equipment, including:
    - Blocking entrances, exits, aisles, or walkways.
    - Using furniture or building facilities in ways that may cause damage or excessive or unreasonable wear, e.g., lying down, putting feet on chairs or walls, using more than one seat per person.
    - Using restrooms inappropriately, such as for shaving, bathing, laundering, or loitering.
    - Using library furniture or materials for anything other than its intended purpose.
    - Using electronic devices or other equipment in a way that disturbs other library users.
    - Leaving young children unattended anywhere in the library, including the children's area. (See the Contra Costa County Public Library Unattended Children Policy.)



- Bringing any animals, except service animals or animals authorized by library staff, onto library property.
- Running, riding skateboards, scooters, roller shoes, roller skates, roller blades, or similar devices inside library facilities or on library property.
- Bringing bicycles, unicycles, tricycles or other similar conveyances into library facilities, or leaving them at the entrance or exit to the library in a manner that inhibits entry or exit. (This restriction does not apply to wheelchairs or strollers or similar devices, provided they are used and stored in a manner that does not restrict public access.)
- Lying down or sleeping in a reclined position while in a library facility or on library grounds.
- Leaving personal belongings unattended.
- Using the Internet in ways that interfere with a safe, welcoming and comfortable environment for the public or library staff.
- Misusing library spaces that are designated for particular uses. . (See the Contra Costa County Public Library Children and Teen Areas Policy.)
- Such spaces vary by branch, but include:
  - Children's rooms, which are reserved for children under the age of 12 and their caregivers, and patrons using the children's collections at the discretion of library staff.
  - Teen rooms, which are reserved for patrons who are age 12 through 18, or patrons using the teen collection at the discretion of library staff.
  - Certain computers and study rooms that are designated for customers working individually and quietly.