



**CONTRACT MA-026-25010103  
FOR UNARMED SECURITY GUARD SERVICES  
BETWEEN  
COUNTY OF ORANGE  
FOR THE OFFICE OF THE DISTRICT ATTORNEY - PUBLIC ADMINISTRATOR  
AND  
AG COAST INC. DBA CALIFORNIA PANTHER SECURITY, INC.**

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AND AG COAST INC. DBA CALIFORNIA PANTHER SECURITY**

This Contract for MA-026-25010103 (hereinafter "Contract" or "Contract MA-026-25010103") is made and entered into as of the date fully executed by and between AG Coast Inc. dba California Panther Security, a California Corporation, with a place of business at 5777 W. Century Blvd, Ste. 1601, Los Angeles, CA 90045-5696 (hereinafter "Contractor"); and the County of Orange, a political subdivision of the State of California (hereinafter "County"), for the Office of the District Attorney- Public Administrator, which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Pricing and Payment Information

Attachment C – County of Orange Regional Cooperative Agreement RCA-017-20010006

**RECITALS**

WHEREAS, County and Contractor entered into Regional Cooperative Agreement RCA-017-20010006 (hereinafter "County RCA-017-20010006") for Unarmed Security Guard Services, commencing from April 1, 2020, and expiring on March 31, 2025; and

WHEREAS, County desires to enter into a Subordinate Contract with Contractor for Unarmed Security Guard Services for the Office of the District Attorney – Public Administrator; and

WHEREAS, Contractor is willing to provide all services specified in the County RCA-017-20010006 in this Contract; and

NOW, THEREFORE, the Parties mutually agree:

1. **Term of Contract:** Contractor shall provide Unarmed Security Guard Services to the County, commencing upon execution of all necessary signatures and continue through and including March 31, 2025, unless otherwise terminated by County. County does not have to give reason if it elects not to extend or renew this Contract.
2. **Price and Compensation:** Pricing and compensation shall be per Attachment B and RCA-017-20010006.

3. **Precedence:** The Contract consists of this Contract document; Attachment A, Scope of Work; and Attachment B, Pricing and Payment Information; and Attachment C, County of Orange Regional Cooperative Agreement RCA-017-20010006. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, then Attachment A, then Attachment B, then Attachment C.
4. **County Project Manager:** County shall appoint a Project Manager to act as liaison between County and Contractor during the term of this Contract. County’s Project Manager shall coordinate the activities of County staff assigned to work with Contractor. County’s Project Manager may be changed upon verbal or written notice to Contractor, which said change will not require an amendment to this Contract.

County Project Manager: Dean Fulcher  
 Office of the District Attorney – Public Administrator  
 Phone: (714) 664-3943  
 Email: [Dean.Fulcher@ocdapa.org](mailto:Dean.Fulcher@ocdapa.org)

5. **Notices:** Any and all notices, requests demand and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the addresses stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

**County:** County of Orange  
 Office of the District Attorney – Public Administrator  
 Name: Ruben Aguilar  
 Address 300 N. Flower St.  
 Santa Ana, CA 92703  
 Email: [ruben.aguilar@ocdapa.org](mailto:ruben.aguilar@ocdapa.org)  
 Phone: (714) 834-3465

**Contractor:** AG Coast Inc. dba California Panther Security  
 Name: Akin Peters  
 Address: 5777 W. Century Blvd., Ste 1601  
 Los Angeles, CA 90045-5696  
 Email: [OC@Capanther.com](mailto:OC@Capanther.com)  
 Phone: 310-876-5248

6. **Signature In Counterparts:** The Parties agree that separate copies of this Contract may be signed by each of the Parties, and this Contract will have the same force and effect as if the original had been signed by all the Parties.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in California and the date set forth opposite their signatures. Contractor shall provide two corporate signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, other authorized signatures or a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

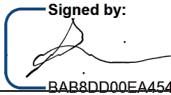
**AG Coast Inc. dba California Panther Security, a California Corporation**

Mahmoud Galal

President

Print Name

Title

Signed by:  
  
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10/18/2024

Signature

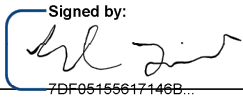
Date

Mohamed Galal

Secretary

Print Name

Title

Signed by:  
  
7DF05155617146B...

10/18/2024

Signature

Date

**County of Orange, a political subdivision of the State of California**

County Authorized Signature:

Print Name

Title

Signature


Date

Approved As To Form

County Counsel

County of Orange, California

By:

Signed by:  
  
00514730F26D481...

Chief Assistant County Counsel

10/4/2024

Date:

**ATTACHMENT A**  
**SCOPE OF WORK**

**Overview**

Contractor shall provide Unarmed Security Services to the County of Orange, Office of the District Attorney – Public Administrator. Contractor is to regularly patrol the exterior of the premises, fence lines/perimeter areas and the parking structure looking for unsecured doors and windows, fires, theft, trespassers and loiterers, hazards, and other issues that affect the safety and welfare of the Office of the District of Orange County/County employees and the public.

This assignment can also require Contractor to provide building/office location directions to County to employees, contractors, visitors and escort employees to their parked vehicles as the need arises.

The Contractor shall only be compensated for work performed in accordance with this Scope of Work.

**I. Description of Services/Tasks:**

- A. Contractor and its employees shall be licensed to do business in the State of California and any applicable counties, cities, and etc.
- B. Contractor shall have the capability to provide fully trained uniformed, unarmed security guards. All security guards shall be equipped with and be knowledgeable in the proper usage of a hand held tour scanner.
- C. Contractor shall provide security guards and supervisors who are able to effectively communicate with the County Project Manager, other County personnel and the general public. Security guards shall be able to effectively speak and write English language and complete routine logs, incident reports and other required reports. It is expected that the security guard will project a positive image for the County by being an effective communicator and projecting a professional appearance.
- D. Contractor shall provide the County with security guards who are fully trained and qualified to fulfill fixed post or patrol assignments to ensure protection of the County personnel, patrons, equipment, property, and other assets.
- E. Contractor shall be able to provide, with twenty-four hour notice, additional uniformed unarmed security guards, seven days a week and or any shift.
- F. Contractor must ensure security guards have adequate means of transportation to worksite. In addition, contractor must ensure guards have items necessary to complete their assignment, including but not limited to, such as equipment, uniforms, flashlights, gear, inclement weather gear and safety equipment.
- G. Contractor must have available a fully functional, staffed, operational 24-hour a day command center for purposes of monitoring its services.
- H. Contractor must provide County Project Manager with telephone number that will allow communication with twenty-four hour contact or dispatch center that can communicate with onsite guards. This telephone number should be a regular number that can be posted on signage throughout facility.

- I. Contractor must provide an operational hand-held radio and/or cell phone, with back-up batteries, to each assigned security guard. Security guards and supervisors must be trained in the use of the radio/cell phone system.
- J. Contractor must provide personnel who have successfully completed applicable requirements for security guards set forth by the Department of Consumer Affairs, State of California.
- K. Contractor shall provide patrolling field supervisors for assigned personnel.
- L. Contractor's supervisors shall provide direct oversight to the Contractor's personnel. Supervisors shall be required to perform pursuant to the specific post orders provided by the County Project Manager and at a minimum, shall be responsible for ensuring the following:
1. All assigned posts are covered during each scheduled shift, ANY POST WHERE THE SECURITY GUARD(S) ARE DISCOVERED ASLEEP SHALL BE CONSIDERED AS UNCOVERED AND THE HOURS FOR THAT SHIFT SHALL BE DEDUCTED.
  2. All security guards have the proper training, maintain and possess the required permits.
  3. Every security guard has a copy of the post orders for the assigned locations.
  4. Every security guard understands and performs their assigned duties.
  5. Provide direction and assistance to security guards.
  6. Security guards are alert and performing their duties.
  7. Security guards are in uniform and that their uniforms are clean and not frayed or torn.
  8. Security guards have an operational radio and/or cell phone with batteries and back-up batteries.
  9. Security guards have operable flashlights at night and rain gear during inclement weather.
  10. Security guards have the appropriate report forms.
  11. Security guards sign in/out on provided timesheet. Failure to complete this timesheet accurately can affect payment amount on invoice.
  12. Approve all reports and ensure distribution in timely manner.
    - a. Daily activity reports should be provided to our office within 4-6 business days.
    - b. Any non-routine tasks/issues should be documented on a separate activity report and provided to our office within 24 hours.
  13. Coordinate the replacement of personnel that may be removed from their assignment by Contractor and/or County Project Manager or Contract Administrator.
  14. Security guards know where their guard tour system points-of-contract are located.
  15. Compliance with all safety and hourly requirements for employees in accordance with Federal, State and County safety regulations and laws.
- M. Contractor is responsible for providing security guard personnel who are free from any felony convictions, outstanding warrants, crimes of moral turpitude, and crimes involving domestic violence. Security guard personnel must be willing to submit to periodic polygraph examinations

at the request of the County. Security guards must meet character standards as demonstrated by background investigation and reference checks, coordinated by the County.

- N. Contractor must provide security guards and supervisors who are capable of exercising sound judgment under both routine and stress conditions.
- O. Contractor must provide security guards who can legibly complete standard reports and other performance reports as directed and as necessary for measuring productivity and quality of security services.
- P. Contractor must be able to provide security guards with remedial training, counseling, or other staff development actions, as needed or upon the request of the County Project Manager.
- Q. Contractor shall immediately remove any security guard from their assignment upon instructions of the County Project Manager. Any security guard so removed shall not be assigned to any other Orange County Office of the District Attorney – Public Administrator assignments.
- R. Contractor must prepare and provide to each security guard, a copy of the County approved Post Orders for the post or position he/she is assigned.
- S. Contractor must change, add, delete, or modify assignments, as required and directed by the County Project Manager.
- T. Contractor shall provide, install, maintain, and utilize a guard tour (Detex-type) system or other monitoring system for deployed personnel. The system shall be capable of downloading each supervisor's and security guard's wand while ensuring that the post is covered at all times. Contractor shall produce and maintain coverage reports that will be made available to the County Project Manager.

**II. Orange County Office of the District Attorney – Public Administrator Locations:** County's Project manager may modify staffing requirements and hours as it deems necessary, but which shall not exceed the Contract's annual maximum obligation amount as specified in Attachment B – Pricing and Payment Information.

Service Locations are as follows:

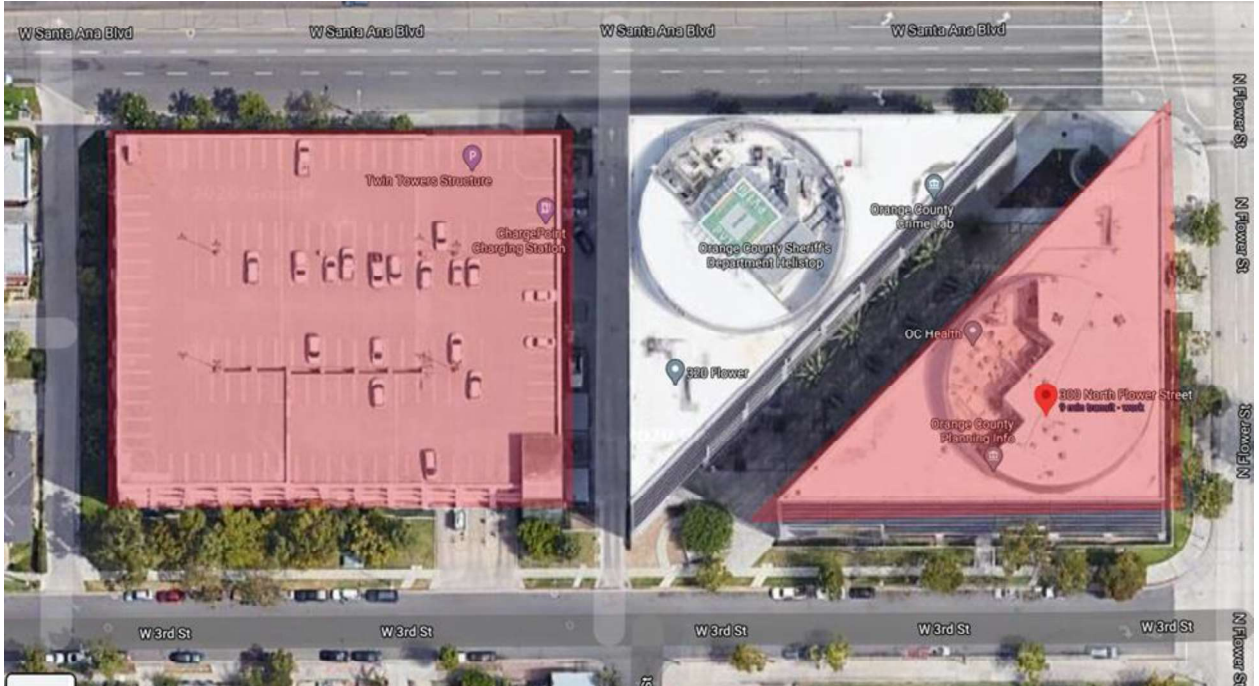
- A. 300 North Flower Street (300 Building, DA Headquarters)  
Santa Ana, CA 92703
- B. 8226 Marine Way (360 Building, DA Warehouse)  
Irvine, CA 92618

**III. Coverage Area for 300 Building, DA Headquarters:**

Premises and Parking Lots to be covered include but not limited to:

- A. 300 Building DA Headquarters, and building perimeter
- B. Parking structure next to the 300 Building

Diagram of premises and parking structure for the 300 building location:



The service hours, tour system requirements are estimates only, with services to be ordered and released as required.

**IV. Hours of Coverage for 300 Building, DA Headquarters:**

- A. 5:00 P.M. to 8:00 A.M. (Pacific Time) broken into two (2) shifts from Monday through Thursday with no lunch break.
- B. 24-hour coverage on weekends and County Holidays broken into three (3) shifts from 5:00 A.M. to 5:00 A.M. (Pacific Time) on Friday evening to Monday Morning with no lunch break.

**V. Coverage Area for 360 Building, DA Warehouse:**

Premises and Parking Lots to be covered include but not limited to:

- A. 360 Building, DA Warehouse, and building perimeter including such duties as:
  - 1. Keep gate closed and open only to County employees or as instructed by County employees.
  - 2. Check perimeter of the entire warehouse on a minimum of every hour regularly.
  - 3. Check to ensure all doors are secure
  - 4. Contact local police for any suspicious activity.
  - 5. If alarms to facility are triggered, contact: Lynn Werner (714) 308-2555.

**VI. Hours of Coverage for 360 Building, DA Warehouse:**

- A. 24-hour coverage including weekends and County Holidays broken into three (3) shifts with no lunch break.



**VII. Hours (\*):**

A. 300 North Flower Street Building.

Weekly: Estimated 108 hours per week (\*) Hours may vary dependent on the needs of the County.

**ATTACHMENT B****PRICING AND PAYMENT INFORMATION**

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Unarmed Security Guard Services as set forth in Attachment A, "Scope of Work". County maximum obligation shall not exceed \$212,500.00 for this Contract term.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein in this Contract.**

2. **Fees and Charges:** County will pay the hourly rates and any of the costs in accordance with the provisions of this Contract and RCA-017-20010006.
- a. **Overtime:** Overtime is defined as the hourly rate paid to Contractor personnel performing unarmed security guard service for the County over forty (40) hours per workweek or eight (8) hours per workday. Overtime rates shall only be applicable with prior written approval by County Project Manager.
  - b. Major Holidays shall be reimbursed at time and a half for the following;
    - New Year's Day
    - Memorial Day
    - Independence Day
    - Labor Day
    - Thanksgiving Day
    - Christmas Day
  - c. **Overtime shall be reimbursed only on County pre-approval and in accordance with the State of California at the rate of:**
    - One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day of work in a workweek; and
    - Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7) consecutive day of work in workweek.

3. **Price Increase/Decreases:** No price increases will be permitted during the term of the Contract, except as otherwise allowed in this Contract and Attachment C, County RCA-017-20010006.
4. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

5. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
7. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- a. Contractor's name and address
  - b. Contractor's remittance address, if different from (a) above
  - c. Contractor's Taxpayer ID Number
  - d. Name of County Agency/Department
  - e. Delivery/service address
  - f. Contract number: MA-026-25010103
  - g. Agency/Department's Account Number
  - h. Date of invoice
  - i. Product/service description, quantity, and prices
  - j. Sales tax, if applicable
  - k. Freight/delivery charges, if applicable
  - l. Total

Invoice and support documentation are to be forwarded to:

County of Orange  
Office of the District Attorney – Public Administrator  
Attn: Accounts Payable  
P.O Box 808  
Santa Ana, CA 92702-0808  
Email: [AP@ocdapa.org](mailto:AP@ocdapa.org)

**ATTACHMENT C**

**COUNTY OF ORANGE REGIONAL COOPERATIVE AGREEMENT RCA-017-20010006**

(Attached by this reference)