



**Regional Coop Agreement (RCA) MA-017-15011469  
A.G. Coast Inc dba California Panther Security**

**Unarmed Security Guard Services**

This Agreement, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County,” and A.G. Coast, Inc. dba California Panther Security, with a place of business at 5777 W Century Blvd Ste 1601 Los Angeles CA 90045-5696; hereinafter referred to as “Contractor,” which are sometimes referred to as “Party”, or collectively as “Parties.”

**ATTACHMENTS**

Attachment A – Scope of Services  
Attachment B – Pricing  
Attachment C – Payment / Compensation  
Attachment D – Agency/Department Guard Post Orders

**RECITALS**

**WHEREAS**, Contractor responded to an Invitation for Bids (IFB),” for Unarmed Security Guard Services; and

**WHEREAS**, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the Scope of Services; and

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Unarmed Security Guard Services with the Contractor; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

**General Terms and Conditions:**

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

- B. Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or his designee, hereinafter “Purchasing Agent.”
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Intentionally left blank.**
- E. Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “HH” below, and as more fully described in paragraph “HH”, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “HH” below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any

subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. Insurance Provision:**

Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. Intentionally left blank.**
- X. Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. Intentionally left blank.**
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is

not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

**FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

**GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**II. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services and/or goods from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Contract Term:** This Contract shall commence on July 1, 2015 upon approval by the County and execution of all necessary signatures, and continue for one calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for four (4) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
5. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
6. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this contract without penalty.
7. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.

8. **Authorization Warranty:** The contractor represents and warrants that the person executing this contract on behalf of and for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition and obligation of this agreement and that all requirements of the contractor have been fulfilled to provide such actual authority.
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - i. Terminate the Contract immediately, pursuant to Section K herein;



- ii. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - iv. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
10. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
11. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this contract as full remuneration 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.
12. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
13. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
14. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
15. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
16. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide

established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

17. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
18. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
19. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
20. **Contractor Personnel- Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract.  

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned buyer must be notified in writing, within seven (7) days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.
21. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
22. **Contractor's Project Manager & Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

23. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
24. **Correspondence to DPA - Contract:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

County of Orange  
Attn: Grace Scott, Deputy Purchasing Agent  
County Procurement Office  
1300 S. Grand Ave., Bldg. A, 2nd Floor  
Santa Ana, CA 92705

25. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
  - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
  - c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

26. **Data- Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
27. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion

from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

28. **Default – Reprocurement Costs:** In case of default by Contractor, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
29. **Disputes – Contract:**
- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s project manager and the County’s project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
    - i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
    - ii. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
  - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

30. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization’s policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.

- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
  - i. Will receive a copy of the company's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
  - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
31. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
32. **Entire Contract:** This Contract and all of its attachments comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract, which vary from the Contractor's proposal, are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both Parties.
33. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to

prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

34. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
35. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
36. **Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either party, within two (2) years after a cause of action has arisen, provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.
37. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
38. **News/Information Release:** The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
39. **Notices:** Any and all notices, requests demands 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 US 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 address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**For Contractor:**           **A.G. Coast Inc dba California Panther Security**  
 Attn: Matt Galal  
 5777 W Century Blvd Ste 1601  
 Los Angeles CA 90045-5696  
 310-641-5555

**For County:**               County of Orange  
 County Procurement Office  
 Attn: Grace Scott, Deputy Purchasing Agent  
 1300 S. Grand Ave., Bldg. A, 2nd Floor  
 Santa Ana, CA 92705  
 714-567-5025

40. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
41. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
42. **Price Increase/Decrease:** No price increases will be permitted during the first year of the contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the contractor's profit will not be allowed.
43. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

44. **Regional Cooperative Agreement:** The provisions and pricing of this contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required.

The contractor is responsible for providing each cooperative entity a copy of the contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this contract. The Contractor shall be required to maintain a list of the cooperative entities using this contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County.

45. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
46. **Terms and Conditions:** The only terms and conditions that will be applicable to this solicitation and resultant Contract are those issued by County Procurement Office.
47. **Usage Reports:** The contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.
48. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.
49. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

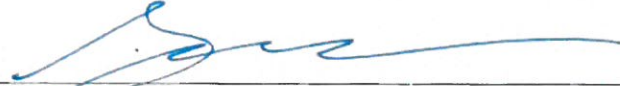


- Contract Signature Page -

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

\* A.G. Coast Inc dba California Panther Security

Matt Galal CEO  
Print Name Title

 3-5-2015  
Signature Date

Abe zeke Assistant secretary  
Print Name Title

 3-5-2015  
Signature Date

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President

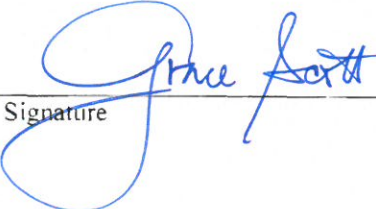
The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*

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

GRACE SCOTT PROCUREMENT CONTRACT SPECIALIST  
Print Name Title

 3/05/2015  
Signature Date

## ATTACHMENT A

### Scope of Services

1. **INTRODUCTION** - This contract is to provide Unarmed Security Guard Services to various departments/agencies located throughout The County of Orange. Guard Services are requested on an as-needed basis and usage is not guaranteed. Locations may be added or deleted, and service hours may be increased or decreased at a given location at any time during the term of the contract.
2. **REQUIREMENTS** - The Contractor shall meet the following minimum requirements:
  - 2.1 All Contractor(s) must possess five (5) years' experience in providing unarmed security guard services.
  - 2.2 The Contractor(s) must be licensed by the (State of California) Department of Consumer Affairs, and the unarmed security guards assigned must be registered with the Department.
  - 2.3 Under this Contract, at Contractor's expense, Contractor(s) shall provide, install, maintain, and utilize a guard tour (Detex – type) system or other monitoring system for deployed personnel. The system will have a feature allowing downloading each supervisor's and security guard's wand by Contractor's staff to Contractor's laptop at the County site, while ensuring that the post is covered at all times. Contractor will produce and maintain coverage reports that will be made available to the County Contact within 24 hours upon request. The County's Building Manager or a designated representative must approve the guard tour system. The guard tour system must be in good operating order at all times, with back up equipment available when and if system fails.
  - 2.4 Under this Contract, at Contractor's expense, Contractor(s) shall provide, install, maintain, and utilize a key lock box/key safe or other apparatus allowing keys for County gates and doors to be securely stored outside and accessed by Contractors personnel. The locking mechanism should be of a combination type allowing access without the need for a key.
  - 2.5 Contractor shall be able to provide, within twenty-four (24) hours' notice, uniformed, unarmed security guards, from Monday thru and including Sunday, including holidays, and or any shift.
  - 2.6 Contractor personnel shall direct all inquiries and/or requests to the Building Manager or a designated representative.
  - 2.7 All work shall be subject to the approval of the County either by the Building Manager or a designated representative.
  - 2.8 Contractor shall enforce Zero Tolerance Drug Testing on security guard personnel assigned to perform services, without additional cost to County.
  - 2.9 Contractor shall provide unarmed security guards and supervisors who are capable of exercising sound judgment under both routine and stress conditions.
  - 2.10 Contractor shall provide unarmed security guards who can complete standard reports and other performance reports as directed and as necessary for measuring productivity and quality of security services.

- 2.11 Contractor shall ensure unarmed security guards have and are trained in all necessary equipment, including transportation, required to complete their assignment(s).
- 2.12 Contractor shall ensure that each unarmed security guard will wear clean, pressed, un-torn, and properly fitted uniforms at all times; consisting minimally of the following items, unless otherwise further noted under the terms of this contract:
  - 2.12.1 Trousers/Skirt
  - 2.12.2 Shirt/Blouse
  - 2.12.3 Belt
  - 2.12.4 Socks
  - 2.12.5 Shoes
  - 2.12.6 Shoulder patch on both arms
  - 2.12.7 Rain gear (as needed)
  - 2.12.8 Picture Identification
  - 2.12.9 Name Tags
  - 2.12.10 Jacket with Company insignia (as needed)
  - 2.12.11 Operational Flashlight
  - 2.12.12 Pager/Mobile Phones
- 2.13 Contractor shall have a fully functional twenty-four (24) hour staffed and operational command center for the purpose of monitoring services under this contract.
- 2.14 Contractor shall provide patrolling field supervisors for assigned personnel. Field supervisors shall be made available to attend any scheduled security meetings or briefings as scheduled by the Building Manager.
- 2.15 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 different agency/departments, approve all reports, and ensure appropriate follow-up distribution.
- 2.16 Contractor shall maintain an accurate record showing the name of every employee classification, actual hours work, wages paid, and any benefits paid to each employee.
- 2.17 The Contractor shall provide the following for each unarmed security:
  - 2.17.1 Employment verification, which includes:
    - 2.17.1.1 Employee name
    - 2.17.1.2 Employer name
    - 2.17.1.3 Initial hire date
    - 2.17.1.4 Total employment time with employer in months and/or years
    - 2.17.1.5 Job title or position
    - 2.17.1.6 Unarmed Security Guard's License Number, issued by California Department of Consumer Affairs
  - 2.17.2 Employment and income verification, which includes:
    - 2.17.2.1 All basic information above, plus
    - 2.17.2.2 Rate of pay
    - 2.17.2.3 Year-to-date gross wages

**3. SERVICES TO BE PROVIDED**

- 3.1 Contractor shall provide unarmed security guard to perform the tasks listed below:
  - 3.1.1 Regularly patrol and monitor interior of building, exterior perimeter, parking lot, and areas designated by the Building Manager.
  - 3.1.2 Observe and report any unacceptable behavior to the appropriate Building Manager.
  - 3.1.3 Escort any individual from the premises upon the direction of the Building Manager.
  - 3.1.4 Regulate the amount of individuals entering the lobby at any given time for stated capacity limitations.
  - 3.1.5 Ensure individuals do not enter lobby with strollers, food, or beverages as required by the Building Manager.
  - 3.1.6 Ensure individuals are supervising their children while in the lobby.
  - 3.1.7 Ensure individuals do not enter through locked private employee entrance door.
  - 3.1.8 Ensure individuals and children are not blocking doorways in the lobby.
  - 3.1.9 Check the building lobbies and employee work areas for unauthorized entry, vandalism or other unusual conditions.
  - 3.1.10 Check all doors to ensure that they are closed and or locked.
  - 3.1.11 Check all lighting to ensure that it is operational.
  - 3.1.12 Report security problems to the Sheriff's Department immediately.
  - 3.1.13 Report security problems to the Building Manager after contacting the Sheriff.
  - 3.1.14 Record the date and time for each patrol in the Daily Activity Report (DAR).
  - 3.1.15 To complete, sign and provide a written report of all incidents and occurrences to the Building Manager within twenty-four (24) hours of the incident.
  - 3.1.16 Report damage problems to the Building Manager.
  - 3.1.17 Provide access to designated construction contractors or delivery persons as scheduled by the Building Manager.
  - 3.1.18 Assist employees in evacuating individuals from the building during emergencies and evacuation drills.
  - 3.1.19 Assist in maintaining a safe environment in the parking structure/lots for employees and authorized visitors.
  - 3.1.20 Enforce parking structure/lot rules and guidelines.

- 3.1.21 Issue and process Parking Violation tickets as needed, and as stipulated by Building Manager.
- 3.1.22 Perform other duties as assigned by the Building Manager.
- 3.2 Unarmed Security guard(s) employed for the purpose of performing duties under the contract must:
  - 3.2.1 Be a legal resident of the United States.
  - 3.2.2 Be pleasant and courteous to clients and staff at all times.
  - 3.2.3 Be sensitive to the wide range of ethnic diversity of patrons and staff.
  - 3.2.4 Be physically and emotionally capable of performing assigned tasks.
  - 3.2.5 Be able to perform duties outlined with authority, quickly, quietly; yet not abusive, abrasive or threatening.
  - 3.2.6 Discourage individuals from gathering/meeting in a disruptive way or in any way disturb other patrons.
  - 3.2.7 Check in with Building Manager upon arrival to inquire if there are any special situations/circumstances he/she should be aware of on that day.
  - 3.2.8 Sign in and sign “sign- out” at the end of service for each day.
  - 3.2.9 Request the assistance of the Sheriff or local law enforcement, if any individual becomes abusive or unmanageable.
  - 3.2.10 Report to the site on or before the designated start of shift ready to begin work.
  - 3.2.11 Report pager/ mobile phone number(s) to the Building Manager prior to the start of each shift.
  - 3.2.12 Respond to each page/call within five (5) minutes.
  - 3.2.13 Record the date, time, caller, reason for page, and resulting action on Daily Activity Report (DAR).
  - 3.2.14 Effectively communicate and follow written and oral instructions in English.
  - 3.2.15 Prepare a Daily Activity Report (DAR) recording all patrols, incidents, and other pertinent data.
- 3.3 Unarmed Security guard(s) employed for the purpose of performing duties under the contract shall not:
  - 3.3.1 Carry batons, mace, or pepper spray while working on County property.
  - 3.3.2 Wear head phones, listen to music, smoke, groom, or read unauthorized materials while on duty.
  - 3.3.3 Conduct personal phone calls except in the event of an emergency.

- 3.3.4 Enter any area designated “off limits” by the Building Manager except as needed to respond to an emergency.
- 3.3.5 Bring any type of electronic equipment, device, machine, or appliance for personal use onto County property without prior approval from the Building Manager.
- 3.3.6 Bring visitors (including children and relatives) onto the work site.
- 3.3.7 Use any County equipment (copy machines, faxes, computers, etc.).
- 3.3.8 Use any County telephone except as specifically needed to perform assigned duties.
- 3.3.9 Attempt to force or enforce corrective action (other than escort individuals from the premises).
- 3.3.10 Have any felony convictions, outstanding warrants, crimes of moral turpitude, and crimes involving domestic violence.
- 3.3.11 Be under the influence of drugs or alcohol while on duty.
- 3.3.12 Accept any gratuities.

**4. CONTRACTOR RESPONSIBILITIES**

- 4.1 Contractor shall ensure that:
  - 4.1.1 All assigned unarmed security guards are physically able to perform all of the required duties.
  - 4.1.2 All assigned unarmed security guards have the ability to communicate with the Building Manager and other authorized staff at all times during their shift.
  - 4.1.3 All assigned unarmed security guards have been thoroughly:
    - 4.1.3.1 Trained in their capacity as security guards.
    - 4.1.3.2 Trained in the requirements of this contract.
    - 4.1.3.3 Trained on the facility included under this contract.
  - 4.1.4 Trained on the procedures included under this Contract.
- 4.2 Contractor shall immediately remove any unarmed security guard from assignment upon instructions of the Building Manager.
- 4.3 Contractor must change, add, delete, or modify assignments as requested and directed by the Building Manager.
- 4.4 Contractor shall provide each guard:
  - 4.4.1 A pager, radio, or mobile phone with batteries and back-up batteries.
  - 4.4.2 Operable flashlights and rain gear during inclement weather.
  - 4.4.3 Appropriate report forms.
  - 4.4.4 Uniforms. Worn or torn uniforms will be replaced at Contractor’s expense. The County

reserves the right to approve or have input on uniform style, color, appearance, and proper fit.

- 4.4.5 The telephone numbers for emergency services (fire, theft, medical emergency, etc.)
  - 4.4.6 The emergency telephone number for Contractor and principal representatives of the Contractor.
  - 4.4.7 A copy of their company rules and operating procedures. Submit a copy of the company rules and operating procedures to the Building Manager.
  - 4.4.8 If the building keys are lost by Contractor's employees, Contractor will be responsible for both the cost of re-keying the locks and three (3) sets of keys.
- 4.5 Contractor shall:
- 4.5.1 Assign fully trained un-armed security guard(s) for the assignment.
  - 4.5.2 Provide unarmed security Patrol Guard "Stop" on an as-needed basis at County's request.
  - 4.5.3 Ensure that each unarmed security guard has a copy of the post orders for the assigned location.
  - 4.5.4 Maintain that unarmed security guard on that assignment except for illness, injury or excused absence.
  - 4.5.5 Provide replacement unarmed security guards who are trained and knowledgeable on assigned tasks and responsibilities.
  - 4.5.6 Ensure that unarmed security guards remain on duty, and is performing the assigned duties throughout the entire designated shift. Late arrivals and absences are not acceptable.
  - 4.5.7 Provide direction and assistance to unarmed security guards.

**5. THE COUNTY'S AGENCY/DEPARTMENT RESPONSIBILITIES**

- 5.1 Provide unarmed security guard(s) access to building restrooms(s).
- 5.2 Transitioning to electronic approval of time sheet is a business decision for County agency/department for that matter.
  - 5.2.1 County agency/department check and balance (P&P) may include alternate person(s) who would be authorized personnel to log into Contractor's web portal. These personnel will receive email notifications for authorization to process.
  - 5.2.2 Electronic File Access Training will be between County agency/department and Contractor.

**6. SCHEDULING AND WAGE REQUIREMENTS**

- 6.1 Contractor must comply with the overtime laws and regulations of the State of California. Overtime must be authorized by the Building Manager or designated representative.
- 6.2 The County, at its option, may adjust the schedule at any given location at any time during the

term of the Contract upon written notice to the Contractor. Charges will be adjusted, as necessary, based on the hourly rates provided.

- 6.3 The County, at its option, may adjust the designated tasks at any time during the term of the contract upon written notice to the Contractor.

**7. GUARD POST ORDERS**

- 7.1 A copy of the Guard Post Orders will be included as an Attachment to subordinate contracts written by the County's departments/agencies utilizing this master contract.
- 7.2 An initial copy of the Guard Post Orders will be provided to the Contractor by the County's departments/agencies utilizing this master contract.
- 7.3 An additional copy of the Guard Post Orders will be provided at a designated location on site for use by guard staff.
- 7.4 An updated copy, if needed, of the Guard Post Orders will be provided to the Contractor in accordance with the notice provisions herein. The updated copy will be effective immediately upon issuance.
- 7.5 An additional updated copy will be provided at the designated location on site for use by guard staff.
- 7.6 General content of Guard Post Orders:
  - 7.6.1 Guard Duties
  - 7.6.2 Emergency Notification Telephone Numbers and Procedures
  - 7.6.3 Agency/Department Emergency Notification Telephone Numbers and Procedures
  - 7.6.4 Hours of Operation
  - 7.6.5 Listing of Individual Authorized Access
  - 7.6.6 Security System Operating Instructions
  - 7.6.7 Fire Alarm System Instructions
  - 7.6.8 Facility Maps (fire equipment locations, utility locations)
  - 7.6.9 Door Lock and Door Unlock Instructions
  - 7.6.10 Specific Attention Items
- 7.7 Building Manager may issue special instructions on a daily basis in addition to General Post Orders to address specific conditions (e.g., access to a designated contractor for after hours work, etc.)

**8. SECURITY REQUIREMENTS**

- 8.1 The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact



verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

8.2 The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.

8.2.1 Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.

8.2.2 Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.

8.2.3 Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

8.2.4 No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport (JWA).

8.2.5 The County, JWA, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.

8.3 The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

8.3.1 Do not give names or addresses to internees.

8.3.2 Do not receive any names or addresses from internees.

8.3.3 Do not disclose the identity of any internee to anyone outside the facility.

8.3.4 Do not give any materials to internees.

8.3.5 Do not receive any materials from internees (including materials to be passed to another individual or internee).

*\*Failure to comply with these requirements is a criminal act and can result in prosecution.*

8.4 Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be required to pass the screening requirements and abide by all of the security requirements set forth by the County of Orange.

- 8.5 Contractor's personnel/employees providing service at JWA will be required to have an authorized JWA escort to remain with the Contractor at all times through completion of the project.
  - 8.6 All vehicles parked on-site shall be locked and thoroughly secured at all times.
  - 8.7 All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
  - 8.8 Personnel shall not smoke or use profanity or other inappropriate language while on-site.
  - 8.9 Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
  - 8.10 Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
  - 8.11 Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.
9. **SECURITY / BADGE REQUIREMENT** - Some agencies may require specific issuance of security badge prior to performance of work agreement in a restricted facility. All personnel engaged in the performance of work under this proposed agreement shall be expected to pass the screening requirements which may include an F.B.I. background investigation and finger printing. Contractor employee are made aware of his/her responsibilities regarding the privilege of access to restricted areas of certain agencies such as but not limited to John Wayne Airport, Youth Detention Facilities, Sheriff's Department, and etc.
- 9.1 County agency/department is responsible for all costs related to security / badge requirements.

## ATTACHMENT B PRICING

### I. Unarmed Security Guard Rates:

Contractor shall perform all services and furnish all staffing and materials identified in Attachment A, Scope of Services. Prices quoted herein shall be inclusive of all costs for staffing, labor, insurance, vehicles, equipment, tools, materials, overhead, travel, any and all other costs associated with providing Unarmed Security Guard Services as described herein.

- **Regular Hourly Rate:** Monday thru and including Sunday
- No usage guarantee on this contract.

### II. Pricing:

Job Classification	Type of hourly rate	Rate per guard/per hour
Unarmed Security Guard	Regular Hourly Rate	\$ 13.75
Additional Services	Billing Type	Per Hit per Location
**Patrol Guard "Stop" services on an as-needed basis at County's request	Fixed Fee "Per Hit" per location. Rate includes all operational expenses and travel time within Orange County.	\$ 16.95

A. **Overtime Definition:** Overtime is defined as the hourly rate paid to Contractor personnel performing unarmed security guard services over 40 hours per workweek or eight hours per workday (County work week - see Pre-arranged Alternative Workweek Schedule). Overtime rates will only be paid with prior written approval by the County.

### B. Pre-arranged Alternative Workweek Schedule:

Hours of service will vary with each agency/department under the alternative work week schedule which in any case also would be computed on the basis of 40 hours per workweek.

Ten (10) hours per day, four (4) days per week will be normal time if the Contractor is notified at time of placement that 4/10's are the normal hours.

### C. Holidays Observed By The County:

\*New Year's Day, Martin Luther King Day, Lincoln's Birthday, Presidents' Day, \*Memorial Day, \*July 4th, \*Labor Day, Columbus Day, Veterans Day, \*Thanksgiving Day and the day after, and \*Christmas Day.

\*Major Holidays shall be reimbursed a time and a half.

D. Overtime shall be reimbursed in accordance with the State of California at the rate of:

- *One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and*
- *Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.*

E. Patrol Guard "Stop" services on an as-needed basis at County's request:

These are usually spot inspections for a certain location which do not require a standing guard. These Patrol Guard "Stop" services are billed Fixed Fee "Per Hit" per location and will only require the unarmed guard to be at the location for the duration of the patrol, usually under 30 minutes. This Patrol Guard "Stop" services are usually done to secure gates, check on exterior/interior access points.

Contractor shall request approval from agency/department for more than the allocated 30 minutes to an hour of on-site time spent.

1. Will you be sub-contracting Patrol Guard "Stop" services or un-armed guard services? NO
2. If **YES**, indicate Sub-contractor information below: N/A

What service is for: \_\_\_\_\_  
 Sub-Contractor name: \_\_\_\_\_  
 Address and contact info: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

What service is for: \_\_\_\_\_  
 Sub-Contractor name: \_\_\_\_\_  
 Address and contact info: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In the event that the Contractor is authorized by the County to sub-Contract, this Contract shall prevail and the terms of the sub-Contract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any sub-Contractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

III. Unarmed Security Guard Personnel:

County does not have to provide a reason on the approval or disapproval of a designated guard. No guard shall be changed without prior approval in writing by the requesting County Department/Agency.

## ATTACHMENT C

### Payment / Compensation

- I. COMPENSATION:** This is an all-inclusive Contract at fixed hourly rates between the County and Contractor for Unarmed Security Guard Services as provided in Attachment A, Scope of Services. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds, vehicles, equipment, tools, materials, overhead, travel, etc. 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 below for work performed in accordance with the Scope of Services. *The County shall not pay any sum in excess of the total contract amount or hourly rate fees specified below, unless work is authorized by Amendment in accordance with the County Contract Terms and Conditions.*
- II. FEES AND CHARGES:** County will pay the following prices in accordance with the provisions of this Contract in Attachment B.
- III. PAYMENT TERMS:** The Invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County 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 not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.
- IV. PAYMENT (ELECTRONIC FUNDS TRANSFER (EFT)):** The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the contract.
- V. INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice must have a unique number and must include the following information:
- a. Contractor's name and address;
  - b. Contractor's remittance address;
  - c. Contractor's Federal Tax I.D. Number;
  - d. Name of County Agency/Department;
  - e. Delivery/Service address;
  - f. Subordinate Agreement Number/DO Number (MA#-DO#)
  - g. Service description, including numbers of hours
  - h. Total Amount Due

**ATTACHMENT D  
Agency/Department Guard Post Orders**

**<Agency/Department Name>**

Each agency/department shall provide post orders detailing important contact information, duties, procedures and hours of operation to each location where Unarmed Security Guards are assigned. A copy of the Post Order must be given to the Contractor and Unarmed Security Guard at each location for use by guard staff.

<b>Building Manager Contact Information:</b>	<b>Facility Hours of Operation:</b>
<b>Guard Duties:</b> 1. 2. 3. 4. 5. 6. 7. 8. 9. 10.	
<b>Emergency Notification Numbers:</b>	
<b>Emergency Procedures:</b> (please attach additional sheets if necessary)	
<b>Fire Alarm System Instructions:</b>	<b>Security System Operating Instructions:</b>
<b>Door Location/Lock &amp; Unlock Instructions:</b>	<b>Gate Location/Lock &amp; Unlock Instructions:</b>
<b>Special Instructions:</b> (please attach additional sheets if necessary)	



**AMENDMENT NUMBER FIVE  
TO REGIONAL COOPERATIVE AGREEMENT (RCA)  
CONTRACT MA-017-15011469  
BETWEEN  
COUNTY OF ORANGE  
AND  
AG COAST, INC. DBA CA PANTHER SECURITY  
FOR UNARMED SECURITY GUARD SERVICES**

This Agreement hereinafter referred to as “Amendment” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and AG Coast Inc. dba CA Panther Security, with a place of business at 5777 W. Century Blvd Ste. 1601, Los Angeles CA 90045-5696; hereinafter referred to as “Contractor”, which are sometimes individually referred to as “Party,” or collectively referred to as “Parties.”

**WHEREAS**, the Contractor responded to an Invitation for Bids (IFB) for Unarmed Security Guard Services; and

**WHEREAS**, the Parties entered into Contract MA-017-15011469, for Unarmed Security Guard Services effective July 1, 2015 and expiring on June 30, 2016; and

**WHEREAS**, the Parties executed Amendment One (1) to increase the regular hourly rate effective January 1, 2016 and renew for four (4) additional years, effective July 1, 2016; and

**WHEREAS**, the Parties executed Amendment Two for increase of regular hourly guard rate from \$13.75 to \$14.94 effective July 1, 2016 instead of January 1, 2016; and

**WHEREAS**, the Parties executed Amendment Three to increase hourly guard rate as follows: a) \$15.54/hr. effective August 1, 2017 and b) subsequent rate increase of \$16.14/hr. effective January 1, 2018; and

**WHEREAS**, the Parties executed Amendment Four to revise Paragraph S – Change of Ownership, of the Contract; and

**WHEREAS**, the Parties desire to amend hourly billing rates effective July 1, 2019; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both Parties agree to amend the Contract as follows:

1. Section II, Pricing of Attachment B – PRICING, is amended to incorporate new Regular Hourly Billing Rates for the following:

<b>Job Classification</b>	<b>Type of Hourly Rate</b>	<b>Rate per guard/per hour</b>
Unarmed Security Guard	Regular Hourly Rate	\$17.39
<b>Additional Services</b>	<b>Billing Type</b>	<b>Per Hit per Location</b>
Patrol Guard “Stop” services on an as-needed basis at County’s request	Fixed Fee “Per Hit” per location. Rate includes all operational expenses and travel time within Orange County.	\$18.65

2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

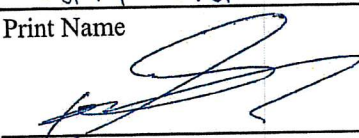
SIGNATURE PAGE

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

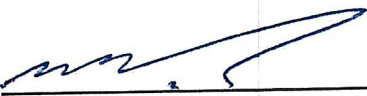
AG COAST, INC. DBA CA PANTHER SECURITY \*

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.


<u>Matt Galal</u>	<u>CEO</u>
Print Name	Title
	<u>04-11-19</u>
Signature	Date

\*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

<u>Moé Galal</u>	<u>Secretary</u>
Print Name	Title
	<u>04/11/19</u>
Signature	Date

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

<u>Rita Gore</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
	<u>April 18, 2019</u>
Signature	Date