

**SUBORDINATE AGREEMENT NO. MA-012-15012172  
WITH  
AG COAST INC., DBA: CALIFORNIA PANTHER SECURITY  
FOR  
UNARMED SECURITY GUARD SERVICES**

This Subordinate Agreement, MA-012-15012172, hereinafter referred to as ("Contract"), is made and entered into as of the date fully executed by and between the County of Orange, OC Community Resources/OC Parks, a political subdivision of the State of California; hereinafter referred to as ("County") and AG 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**

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

Attachment A – Contract MA-017-15011469

Attachment B – Compensation and Payment

**RECITALS**

**WHEREAS**, the County of Orange, County Procurement Office issued a Contract MA-017-15011469 effective July 1, 2015 through and including June 30, 2016; and

**WHEREAS**, the County of Orange, OC Community Resources/OC Parks desires to enter into Contract MA-012-15012172 for Unarmed Security Guard Services; and

**WHEREAS**, this Contract is issued pursuant to the terms and conditions of County of Orange Cooperative Agreement: MA-017-15011469, and;

**WHEREAS**, the Contractor shall provide services specified in this Contract and Attachment A and B; and

**WHEREAS**, the County of Orange Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for type of service;

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

**ARTICLES**

**I. Contract Specific Terms and Conditions:** To the extent these terms and conditions are inconsistent with the General Terms and Conditions contained below paragraph A – II, these Terms and Conditions shall govern.

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods or services from Contractor. The services to be provided are unarmed security guard services as set forth in the Scope of Work which is incorporated by this reference and is fully set forth herein.
2. **Term:** This Contract shall commence on July 1, 2017 through and including June 30, 2018, in the amount of twenty five thousand dollars (~~\$90450,000~~), unless otherwise terminated by the County. This Contract is subject to renewal per the terms and conditions of County Procurement Office Contract MA-017-15011469.

3. **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 County's contacts and Contractor's contact 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.

Contractor: AG Coast Inc., dba California Panther Security  
 Attn: Larry Pitkin  
 5777 W. Century Blvd. Ste. 1601  
 Los Angeles, CA 90045-5696  
 Phone: (310) 641-5555  
 Email: [L.Pitkin@capanther.com](mailto:L.Pitkin@capanther.com)

County: County of Orange, OC Community Resources  
 Purchasing & Contract Services, OC Parks  
 Attn: Lara Seto  
 13402 Old Myford Rd.  
 Irvine, CA 92602  
 Phone: (949) 585-6443  
 Email: [Lara.Seto@occr.ocgov.com](mailto:Lara.Seto@occr.ocgov.com)

County of Orange, OC Community Resources, OC Parks  
 Attn: Donna Breifeller  
 Irvine Ranch Historical Park  
 13042 Old Myford Rd.  
 Irvine, CA 92602-2304  
 Phone: (949) 585-6465  
 Email: [Donna.Breifeller@ocparks.com](mailto:Donna.Breifeller@ocparks.com)

(SIGNATURE PAGE TO FOLLOW)

**CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date preceding the signatures.

**AG COAST INC., DBA CALIFORNIA PANTHER SECURITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*\*(Pursuant to California Corporations Code Section 313, the signatures of two corporate officials are required to bind the corporation, one from each of the following two groups: If the Contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.***

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

\_\_\_\_\_  
Signature

Lara Seto  
Print Name

Procurement Contract Specialist  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A**

**CONTRACT MA-017-15011469**

**ATTACHMENT B****REVISED  
SCOPE OF WORK****I. Regular Scheduled Services:****A. Irvine Historical Ranch, 13109 Old Myford Rd., Irvine, CA 92602***Contact: John Ojeda**Phone: (949) 585-6445; Cell: (714) 448-1877*

Contractor shall:

1. One (1) hour per day, seven (7) days a week, secure, lock doors, front entrance gate, and use onsite Detec System.

Monday – Friday: 9:00 pm - 10:00 pm (PDT)

Friday-Sunday: 5:00 pm - 6:00 pm (PDT)

2. Contractor shall exit **marked** patrol vehicle and walk Irvine Historical Ranch (IHR) grounds to ensure public is no longer on site. Contractor is required to use onsite Detec system and ensure all public vehicles are out of the IHR area before locking the gate.
3. Detec System:
  - a. Contractor is required to use onsite Detec system.
  - b. Contractor shall badge into eighteen (18) IHR locations using Key Fob per security schedule and Map.
  - c. Contractor is required to leave Key Fob in IHR lockbox before leaving each day. If Contractor loses Key Fob, it will be at the Contractor's expense to replace in new condition within five (5) business days.

## 4. Security Schedule

STATION	LOCATION	HOUSE NUMBER	HOUSE COLOR	DOOR
<b>Station 1</b>	Start	N/A	White	Front
<b>Station 2</b>	Old Myford Garage	3	White	Front
<b>Station 3</b>	Foreman Row House	16	Green	Front
<b>Station 4</b>	Foreman Row House	16	Green	Back
<b>Station 5</b>	Foreman Row House	18	Blue	Front
<b>Station 6</b>	Foreman Row House	18	Blue	Back

STATION	LOCATION	HOUSE NUMBER	HOUSE COLOR	DOOR
Station 7	Foreman Row House	20	Tan	Front
Station 8	Foreman Row House	20	Tan	Back
Station 9	Early Office	6	White	Front
Station 10	Early Office	6	White	Front
Station 11	Bath House	7	Brown	Side
Station 12	Bath House	7	Brown	Side
Station 13	Mess Hall	5	White	Back
Station 14	Mess Hall	5	White	Side
Station 15	Mess Hall	5	White	Front
Station 16	Mess Hall	5	White	Front
Station 17	Mess Hall	5	White	Front
Station 18	End	N/A	White	Front

## 5. Map





**B. Santa Ana River Trail (SART) (off of Katella Ave.)***Contact: Erik Hanson**Phone: (714) 973-6829**Alicia Raish**Phone: (714) 973-6833**Cell: (714) 448-2130*

Contractor shall:

One (1) hour per day, seven (7) days a week, Contractor shall secure and lock four (4) restrooms doors at Santa Ana River Trail off of Katella, one half hour after sunset (times will vary depending upon seasons). Contractor shall check for safety violations and ensure there is no loitering.

**C. Santa Ana River Trail at Katella***Contact: Bill Kirk**Phone: (949) 923-3736*

Contractor shall:

1. Supply heavy duty pad lock to interlock County access gate.
2. Provide unarmed security guard services, seven (7) days a week from 8:00 pm – 6:00 am (PST).
3. Access area from the access gate located on Katella Ave., adjacent from the restrooms.
4. Keep access gate closed and locked at all times.
5. Monitor restroom structure and adjacent areas for issues or concerns, document and report to County staff or emergency personnel as appropriate.
6. Provide photo and written documentation of observed issues and unauthorized vehicles accessing the trail.
7. Provide assistance as needed by clearing restroom stalls for janitorial Contractor.
8. Time and days of services can be modified at the County's discretion with no penalties.

**D. Santa Ana River Trail, Pacific Coast Highway to County Border***Contact: Bill Kirk**Phone: (949) 923-3736*Contractor shall:

1. Contractor shall operate +/- 100 trail access gates on Santa Ana River Trail from approximately Pacific Coast Hwy up stream to the County border.
2. Hours of operation are subject to change.
3. All gates shall be opened no later than thirty (30) minutes prior to the seasonal opening time.
4. All gates shall be locked in the opened position within three (3) hours of the first gate.
5. Gate closing shall not begin until thirty (30) minutes after seasonal closing time.
6. All gates shall be locked in the closed position within three (3) hours of the first gate.
7. Contractor shall immediately contact appropriate law enforcement to report trespassers.
8. Contractor shall report daily any damaged or missing gates, locks and chains.

9. Contractor shall carry spare gate locks and chains to be supplied by County.
10. Contractor to lock the gates according to the Santa Ana River Trail Gate Operation Procedures provided by the County, which may be amended from time to time as deemed appropriate by the Director of OC Parks

## **II. Special Events/On-call Service**

*Contacts will vary.*

### **A. Contractor shall:**

Contractor shall provide unarmed security guards for special events/circumstances on an as needed basis at various OC Parks locations. County shall request services from Contractor no less than three (3) days prior to the date(s) of service. County shall have the option of contacting the Contractor via telephone or fax to schedule service.

### **B. Special Events serving Alcohol**

Contractor shall:

1. Ensure alcohol does not leave the designated service area (fenced in area).
2. Ensure that alcohol is only served to guests who are 21 years of age and older.
3. Provide assistance in shutting down the bar and/or the party as deemed necessary by County when permittee is not in compliance with their permit.
4. Perform additional unarmed security guard duties as determined to be necessary by the County on the day of the event.
5. Contractor shall not knowingly allow anyone to drive a vehicle while under the influence of any intoxicating substance.

## **III. Unarmed Security Guard Requirements**

### **A. Unarmed Security Guards shall possess the skills necessary to:**

1. Be responsible for visitor safety and protection of County resources.
2. Enforce County and OC Parks rules and guidelines.
3. Communicate effectively in English.
4. County does not have to provide a reason on the approval/disapproval of a designated guard. No guard shall be changed without prior approval in writing by the County.



ATTACHMENT C

**COMPENSATION AND PAYMENT**

1. **Compensation:** This is an all-inclusive, firm fixed price Contract between County and Contractor for provided in Attachment A, Scope of Work.

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, tax, shipping, freight, insurance requirements, 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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County shall have no obligation to pay any sum in excess of total contract amount specified herein unless authorized by amendment in accordance with Paragraphs “C” and “R” of Contract Terms and Conditions.

2. **Fees and Charges:**

- a. Unarmed Security Guard Regular Rate

\$13.75  
Rate per guard/per hour

- b. Additional Services

Patrol Guard “Stop” services on an as needed basis at the County’s request. Fixed Fee “Per Hit” per location Rate includes all operational expenses and travel within Orange County.

\$16.95  
Rate per hit/per location

- c. Overtime:

Overtime is defined as the hourly rate paid to Contractor personnel performing unarmed security guard services over forty (40) hours per workweek or eight (8) hours per workday (County work week- see Pre-arranged Alternative Workweek Schedule). Overtime rates shall only be applicable with prior written approval by the County.

- d. Pre-arranged Alternative Workweek Schedule:

Hours of service shall 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.

- e. 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.*

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

- One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day of work in a workweek; and
- Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work in a workweek.

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

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

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

4. **Invoicing Instructions:** The Contractor shall provide an invoice on the Contractor's letterhead. Each invoice shall have a unique number and shall include the following information:

- a) Contractor's name and address
- b) Contractor's remittance address, if different from (a), above
- c) Name of County agency/department
- d) Delivery/service address
- e) Contract number MA-012-15012172
- f) Service Date
- g) Description of Services/Items
- h) Total
- i) Taxpayer ID number

Invoices and supporting documentation are to be forwarded to:

OC Community Resources  
Attn: Accounts Payable  
1770 N. Broadway, 4<sup>th</sup> floor  
Santa Ana, CA 92706

The responsibility for providing an acceptable invoice to the County of payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

5. **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.
6. **EFT Invoicing Instructions:** The Contractor will provide a two-part invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a) Contractor's name and address
- b) Contractor's remittance address, if different from (a), above
- c) Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- d) Name of County agency/department
- e) Delivery/service address
- f) Master Agreement (MA) number MA-012-15012172
- g) Date of order
- h) Product/service description, quantity, and prices

- i) Sales tax, if applicable
- j) Freight/delivery charges, if applicable
- k) Total

**ATTACHMENT D**

**UNARMED SECURITY GUARD POST ORDERS  
OC COMMUNITY RESOURCES, OC PARKS**

OC Community Resources, OC Parks 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 Name, Address and 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)	