

**AMENDMENT NO. 3**  
**TO**  
**CONTRACT NO. MA-042-22010466**  
**FOR**  
**UNARMED SECURITY GUARD SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-22010466 for Unarmed Security Guard Services is made and entered into on the date of full execution by the Parties (“Effective Date”) between AG Coast Corporation (“Contractor”), with a place of business at 5777 W. Century Blvd Ste. 1601, Los Angeles, CA 90045, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, the Parties executed Contract No. MA-042-22010466 for Unarmed Security Guard Services, effective September 30, 2021 through June 30, 2022, in an amount not to exceed \$199,000 (“Contract”); and

**WHEREAS**, the Parties executed Amendment No. 1 to increase the Contract’s amount not to exceed by \$250,000 and to renew the Contract for six (6) months, effective July 1, 2022 through December 31, 2022, in the amount not to exceed \$350,000, for a new total amount not to exceed \$799,000; and

**WHEREAS**, the Parties executed Amendment No. 2 to renew the Contract for one year, effective January 1, 2023, through December 31, 2023, in an amount not to exceed \$549,000, for a new total amount not to exceed \$1,348,000; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for fifteen (15) months for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of fifteen (15) months, effective January 1, 2024 through March 31, 2025, in the amount not to exceed \$375,000, for this renewal period, for a new total amount not to exceed \$1,723,000; on the amended terms and conditions.
2. Paragraph 5., Notices, of the Contract is deleted in its entirety and replaced with the following:

“5. **Notices:** Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), 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 (4) 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:	Name:	AG Coast Corporation dba California Panther Security
	Attention:	Mohamed Galal
	Address:	5777 W. Century Blvd. Ste. 1601 Los Angeles, CA 90045
	Telephone:	(310) 641-5555
	E-mail:	<a href="mailto:OC@CaPanther.com">OC@CaPanther.com</a>
For County:	Name:	County of Orange, HCA/Procurement and Contract Services
	Attention:	Traci Fractious
	Address:	400 W Civic Center Dr., 3 <sup>rd</sup> Fl. Santa Ana, CA 92701
	Telephone:	(714) 834-2188
	E-mail:	<a href="mailto:tfractionous@ochca.com">tfractionous@ochca.com</a>

3. Attachment A (Post Orders) of the Contract is deleted in its entirety and replaced with Attachment A-1 (Post Orders).
4. Attachment B (Compensation/Invoicing) of the Contract is deleted in its entirety and replaced with Attachment B-1 (Compensation/Invoicing).
5. Contractor shall continue to reference invoices with MA-042-22010466 and forward invoices to: Orange County, Health Care Agency, Accounts Payables, P.O. Box 689, Santa Ana CA 92702 or email to [hcaap@ochca.com](mailto:hcaap@ochca.com).

This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms and conditions between this Amendment No. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: AG Coast Corporation**

Mahmoud Galal	President
_____ Print Name	_____ Title
DocuSigned by: <i>Mahmoud Galal</i>	10/2/2023
_____ D5AE4C6CEB437...	_____ Date

Mohamed Galal	Secretary
_____ Print Name	_____ Title
DocuSigned by: <i>Mohamed Galal</i>	10/2/2023
_____ D5AE4C6CEB437...	_____ Date

County of Orange, a political subdivision of the State of California  
Purchasing Agent/Designee Authorized Signature:

_____ Print Name	Deputy Purchasing Agent
_____ Signature	_____ Title
	_____ Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean	Deputy County Counsel
_____ Print Name	_____ Title
DocuSigned by: <i>Brittany McLean</i>	10/2/2023
_____ 9713A4061D4343D...	_____ Date

**ATTACHMENT A-1****POST ORDERS**

HCA 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 Contractor and Unarmed Security Guard at each location for use by guard staff.

Contractor shall provide unarmed security services on the following HCA Locations in accordance with the requirements set forth in the RCA and in this Attachment A.

**Locations:**

1. 2228 Ritchey Street, Santa Ana, CA 92705
2. Bldg. 360- 8226 Marine Way, Irvine, CA 92618

Building Manager Contact Information: Various	Facility Hours of Operation: 24/7
<p>Unarmed Security Guard Duties:</p> <ol style="list-style-type: none"> <li>1. Maintain workstation and regularly patrol and monitor the building (interior, if requested, and exterior) including the parking lot for any unusual or suspicious activities.</li> <li>2. Observe and report any unsafe, unacceptable behavior, or security problems to Department project manager.</li> <li>3. Check in with Department project manager upon arrival to inquire if there are any special situations/circumstances the unarmed security guard should be aware of.</li> <li>4. Escort any individuals from the premises upon direction from Department project manager. Make sure individuals do not leave children unaccompanied.</li> <li>5. Request the assistance of local law enforcement or sheriff (if available) if an individual becomes abusive or unmanageable.</li> <li>6. Record the date, time, caller, reason for page resulting in activity on the Daily Activity Report (DAR).</li> <li>7. Unarmed security guards are to not: carry batons, mace, or pepper spray while working on County Property.</li> <li>8. Unarmed security guard shall not wear headphones, listen to music, or read unauthorized materials while on duty.</li> <li>9. Unarmed security guard shall not conduct personal phone calls except in the event of an emergency.</li> <li>10. No personal visitors of the unarmed security guard allowed on work site.</li> <li>11. Do not use County equipment nor telephone except to perform assigned duties.</li> <li>12. Do not attempt to force or enforce a corrective action other than escort individuals from premise.</li> <li>13. Do not accept any gratuities, nor be under the influence of drugs or alcohol on duty.</li> <li>14. No fraternization with clients. This includes smoking with clients.</li> <li>15. Contact Supervisor at California Panther Security, if out sick or running late.</li> <li>16. To complete, sign and provide a written report of all incidents and occurrences to the Department project manager staff within twenty-four (24) hours of the incident.</li> <li>17. Assist employees in evacuating individuals from the building during emergencies and evacuation drills.</li> <li>18. Other related duties may be assigned by the site manager.</li> </ol>	

Emergency Notification Numbers: 911 and/or onsite supervisor	
Emergency Procedures: (please attach additional sheets if necessary) Please see attached.	
Fire Alarm System Instructions:	Security System Operating Instructions:
Door Location/Lock & Unlock Instructions:	Gate Location/Lock & Unlock Instructions:
Special Instructions: (please attach additional sheets if necessary)	

**ATTACHMENT B-1****COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$1,723,000 for the Term of Contract.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A – Post Orders.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

See RCA-017-20010006, Attachment B-Compensation and Pricing

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. County requires documented proof of cost increases on the Contract 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. All price decreases will automatically be extended to the County of Orange. County may enforce, 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 Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in arrears:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference the Contract number on invoice. Payment shall be made in arrears within 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 Contractor.

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

Payments made by County shall not preclude the right of 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.

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, 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
  - c. Contractor's Taxpayer ID Number
  - d. Name of County Agency/Department
  - e. Delivery/service address
  - f. Master Agreement MA-042-22010466
  - g. Agency/Department's Account Number, if applicable
  - h. Date of invoice
  - i. Product/service description, quantity, and prices
  - j. Sales tax, if applicable
  - k. Freight/delivery charges, if applicable
  - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation shall be forwarded to either the County's Account Payable physical address or electronic email address: [hcaap@ochca.com](mailto:hcaap@ochca.com)

or

Orange County Health Care Agency  
Accounts Payable  
PO Box 689  
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer)**

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.