

AMENDMENT NO. 7  
FOR  
TEMPORARY STAFFING

This AMENDMENT 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 (“County”), and Acro Service Corporation, with a place of business at 39209 West Six Mile Road Suite 160, Livonia, Michigan (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

**RECITALS**

WHEREAS, the County Procurement Office issued Regional Cooperative Agreement MA-017-18010018 for Temporary Staffing (the “RCA”), now in effect; and,

WHEREAS, County and Contractor entered into Subordinate Contract MA-080-18011696, in accordance with the terms and conditions of the RCA, effective April 12, 2018 through December 31, 2019, in the amount of \$100,000 (the “Contract”); and,

WHEREAS, pursuant to Amendment 1, the Parties renewed the Contract for two (2) additional years, effective January 1, 2020 through December 31, 2021, in the amount of \$200,000; and,

WHEREAS, pursuant to Amendment No.2, the Parties increased the Contract Not-to-Exceed Limit to \$500,000; and,

WHEREAS, pursuant to Amendment No.3, the Parties updated the Notice provision of the Contract in Article 6; and,

WHEREAS, pursuant to Amendment No.4 the Parties increased the Contract Not-to-Exceed Limit to \$800,000 and updated the Invoicing Instructions address in Attachment A; and,

WHEREAS, the Parties renewed the Contract for one (1) year effective January 1, 2022 through December 31, 2022, in the amount of \$400,000; and,

WHEREAS, the Parties renewed the Contract for one (1) year effective January 1, 2023 through December 31, 2023 with a new Total Contract for \$1,500,000; and,

WHEREAS, CPO and Contractor has extended the RCA Contract for two (2) Years effective January 1, 2024 through December 31, 2025; and,

WHEREAS, the Parties now desire to amend Article 6. “Notices” to update County Contract information and renew the Contract for two (2) years effective January 1, 2024 through December 31, 2025 with a new Not-to-Exceed Limit of \$1,700,000; and,

NOW THEREFORE, the Parties agree as follows:

**AMENDMENT TO CONTRACT ARTICLES**

1. Article 2 of the Contract shall be amended to read in its entirety as follows:
2. **Term of Contract:** Contract shall be effective January 1, 2024, and shall continue through December 31, 2025, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in article 3. The County is not obligated to give

a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.

2. Article 5 of the contract shall be amended to read in its entirety as follows:
  5. **Not to Exceed Limit:** The total amount of this Subordinate Contract shall not exceed **\$1,700,000**. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.
3. Article 6. **Notices** of the Contract shall be amended to read in its entirety as follows:
  6. **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.

County: OC Public Works/OC Engineering/Geomatics  
Attn: Maria Abrogar  
601 N. Ross St.  
Santa Ana CA 92701  
714.667.3286  
Email: [Maria.Abrogar@ocpw.ocgov.com](mailto:Maria.Abrogar@ocpw.ocgov.com)

cc: OC Public Works/Procurement Services  
Attn: Roy Aragon  
601 N. Ross St.  
Santa Ana CA 92701  
714.667.1657  
Email: [Roy.Aragon@ocpw.ocgov.com](mailto:Roy.Aragon@ocpw.ocgov.com)

Contractor: Acro Service Corporation  
Attn: Ron Shahani / General Counsel  
39209 Six Mile Road, Suite 250  
Livonia, MI 48152-2681  
734.542.4722 / 602.792.0020 / 877.227.0930  
Email: [rshahani@acrocorp.com](mailto:rshahani@acrocorp.com)  
Email: [tventimiglia@acrocorp.com](mailto:tventimiglia@acrocorp.com)

4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

County of Orange, OC Public Works  
Acro Service Corporation

MA-080-18011696

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

ACRO SERVICE CORPORATION

By: Ron Shahani  
Print Name: Ron Shahani  
Title: President  
Corporate Officer  
Date: 10/26/2023

By: Chris R. Shahani  
Print Name: Chris R. Shahani  
Title: Chief Financial Officer  
Corporate Officer  
Date: 10/26/2023

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Deputy Purchasing Agent  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

County Counsel

By: William Mink  
Date: Deputy  
10/26/2023

\* 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 or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. 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.