

**FIRST AMENDMENT TO NON-EXCLUSIVE AGREEMENT  
FOR TEMPORARY STAFFING SERVICES BETWEEN  
CITY OF TEMECULA AND APPLEONE, INC.**

**TEMPORARY STAFFING SERVICES**

**THIS FIRST AMENDMENT** is made and entered into as of **June 13, 2023** by and between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **AppleOne Inc.**, a **Corporation** (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **September 1, 2006**, the City and Contractor entered into that certain Agreement entitled "Non-Exclusive Agreement for **Temporary Staffing Services**," in the amount of **One Hundred Sixty-Five Thousand Dollars and No Cents (\$165,000.00) annually**.

b. The parties now desire to increase the payment amount. The **First Amendment** amount shall not exceed **One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000.00)**, and to amend the Agreement as set forth in this Amendment.

2. Section **4** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. The **First Amendment** amount shall not exceed **One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000.00)** for **Temporary Staffing Services** for a total Agreement amount of **Three Hundred Thousand Dollars and No Cents (\$300,000.00)** per Fiscal Year.


3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

APPLEONE, INC .

By: \_\_\_\_\_  
Zak Schwank, Mayor

By:   
Brett W. Howroyd, President

ATTEST:

By: \_\_\_\_\_  
Randi Johl, City Clerk

By: \_\_\_\_\_  
Thai Ngo, Chief Financial Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

CONTRACTOR

Apple One Inc  
Lisa Dana  
41923 Second Street, 2<sup>nd</sup> Floor Suite # 202  
Temecula, CA 92590  
(951) 296-5430  
ldana@appleone.com

City Purchasing Mgr.  
Initials and  
Date: 

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

APPLEONE, INC.

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By: \_\_\_\_\_  
Brett W. Howroyd, President

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