



Contract Number

20-1222-A-2

SAP Number

Workforce Development Department

Department Contract Representative Telephone Number	<u>Bradley Gates</u> <u>909-387-9862</u>
Contractor	<u>First Institute Training and Management, Inc.</u>
Contractor Representative Telephone Number	<u>Ariel Nieves</u> <u>On File</u>
Contract Term	<u>January 4, 2021 to June 30, 2023</u>
Original Contract Amount	<u>Aggregate Maximum Obligation Amount \$4,033,688</u>
Amendment Amount	<u>Aggregate Maximum Obligation Amount \$1,218,902</u>
Total Contract Amount	<u>Aggregate Maximum Obligation Amount \$5,252,590</u>
Cost Center	<u>571 695 2260</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2 TO CONTRACT NO. 20-1222, entered into by and between San Bernardino County (County) on behalf of the Workforce Development Department (WDD) and First Institute Training and Management, Inc. (Contractor). County and Contractor are collectively referred as "Parties".

WITNESSETH:

WHEREAS, the Parties entered into Contract No. 20-1222 on January 4, 2021 for the delivery of the California Work Opportunity and Responsibility to Kids (CalWORKs) Subsidized Employment Program (CSEP), and

WHEREAS, the term of the Contract as extended by Amendment No. 1 expires on June 30, 2022, and

WHEREAS, the Parties desire to extend the term of the Contract through June 30, 2023 and increase the aggregate amount of not-to-exceed compensation, and

NOW, THEREFORE, in consideration of mutual covenants and conditions, the Parties agree as follows:

1. Section B.4 is hereby deleted and replaced with the following:

Place a minimum of 200 eligible Customers with employers in San Bernardino County and those in the immediate County vicinity. The maximum term of each Customers' employer shall be no more than six (6) months and shall not exceed four hundred eighty-five (485) hours. Worksite Agreements shall be entered into from the period of January 4, 2021 through June 30, 2023.

2. Section D is hereby deleted and replaced with the following:

This Contract is effective as of January 4, 2021 and expires June 30, 2023, but may be terminated earlier in accordance with provisions of this Contract.

3. Section F.10.1 is hereby deleted and replaced with the following:

The Aggregate Maximum Obligation of the County for services provided in accordance with all agreements for WIOA services is \$5,252,590. This specific Agreement is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to Contractor will be only a fraction of this Aggregate Maximum Obligation, with the appropriate authorization from WDD.

4. The parties agree that this Amendment No. 2 may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Amendment No. 2 is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment No. 2. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 2 (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment No. 2 upon request.
5. All other terms and conditions of the Contract shall remain unchanged.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Amendment No. 2 to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

(Print or type name of corporation, company, contractor, etc.)

▶

Curt Hagman, Chairman, Board of Supervisors

By ▶ _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ _____
Sophie A. Akins, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
▶ _____
Mariann Johnson, Deputy Director
Date _____

Reviewed/Approved by Department
▶ _____
Bradley Gates, Director
Date _____