

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
23-621-A-1

SAP Number

## Workforce Development Department

<b>Department Contract Representative</b>	<u>Bradley Gates</u>
<b>Telephone Number</b>	<u>909-387-9856</u>
<b>Contractor</b>	<u>First Institute Training &amp; Management, Inc.</u>
<b>Contractor Representative</b>	<u>Ariel Nievas</u>
<b>Telephone Number</b>	<u>On File</u>
<b>Contract Term</b>	<u>July 1, 2023 to June 30, 2025</u>
<b>Original Contract Amount</b>	<u>Aggregate Maximum Obligation Amount \$4,033,688</u>
<b>Amendment Amount</b>	<u>Aggregate Maximum Obligation Amount \$15,126,330</u>
<b>Total Contract Amount</b>	<u>Aggregate Maximum Obligation Amount \$19,160,018</u>
<b>Cost Center</b>	<u>571 695 2260</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 1 TO CONTRACT NO. 23-621**, entered by and between the San Bernardino County (County) on behalf of the Workforce Development Department (WDD) and First Institute Training & Management, Inc. (Contractor). County and Contractor are collectively referred as "Parties."

**WHEREAS**, the Parties entered into Contract No. 23-621 on July 1, 2023 for the delivery of the California Work Opportunity and Responsibility to Kids (CalWORKs) Subsidized Employment Program (CSEP), and

**WHEREAS**, the term of the Contract, expires on June 30, 2024, and

**WHEREAS**, the Parties desire to extend the term of the Contract through June 30, 2025, revise the enrollment number, 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 90 eligible Customers with employers in San Bernardino County and those in the immediate County vicinity. The maximum term of each Customers' placement shall be no more than six (6) months and shall not exceed four hundred eighty-five (485) hours. Worksite Agreements shall be entered into during the term of this Contract.

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

This Contract is effective as of July 1, 2023 and expires June 30, 2025 but may be terminated earlier in accordance with provisions of this Contract. The Parties may extend this Contract for three, one-year period(s) contingent upon Contractor performance and the availability of funding from the aforementioned state and/or federal funds, which extension shall be memorialized in writing signed by both Parties.

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

The Aggregate Maximum Obligation of San Bernardino County for services provided in accordance with all agreements for CSEP is \$19,160,018. This specific Contract 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.

4. The parties agree that this Amendment No. 1 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. 1 is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment No. 1. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (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. 1 upon request.
5. All other terms and conditions of the Contract shall remain unchanged.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*  
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 2024

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

*Lynna Monell*  
Clerk of the Board of Supervisors of the San Bernardino County

B  
y *Janni*  
Deputy



FIRST INSTITUTE TRAINING & MANAGEMENT, INC.

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

B  
y *Ariel Nieves*  
DocuSigned by: (Authorized signature - sign in blue ink)

Name Ariel Nieves  
(Print or type name of person signing contract)

Title Executive Director  
(Print or Type)

Dated: 06/21/2024 | 9:04 AM PDT

Address 14755 Foothill Blvd., Ste. G  
Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form  
► *Sophie Curtis*  
Sophie A. Curtis, Deputy County Counsel  
Date May 30, 2024

Reviewed for Contract Compliance  
► *Robert Chavez*  
Robert Chavez, Assistant Director  
Date June 3, 2024

Reviewed/Approved by Department  
► *Bradley Gates*  
Bradley Gates, Director  
Date June 3, 2024