



Contract Number

20-1222-A-2

SAP Number

Workforce Development Department

Department Contract Representative	<u>Bradley Gates</u>
Telephone Number	<u>909-387-9862</u>
Contractor	<u>First Institute Training and Management, Inc.</u>
Contractor Representative	<u>Ariel Nieves</u>
Telephone Number	<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:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

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

▶ *Curt Hagman*
 Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 14 2022

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

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



First Institute Training and Management, Inc. (FITM)

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

By ▶ *Ariel Nieves*
 (Authorized signature - sign in blue ink)

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

Title Executive Director
 (Print or Type)

Dated: May 23, 2022

Address 14755 Foothill Blvd. Suite G
Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form
 ▶ *Sophie Akins*
 Sophie A. Akins, Deputy County Counsel
 Date June 1, 2022

Reviewed for Contract Compliance
 ▶ *Mariann Johnson*
 Mariann Johnson, Deputy Director
 Date June 1, 2022

Reviewed/Approved by Department
 ▶ *Bradley Gates*
 Bradley Gates, Director
 Date 6/2/22