



Contract Number
4400029309 – A-1

SAP Number
4400029309

Performance Education & Resource Centers

Department Contract Representative	<u>Chris Zamets, Contract Analyst</u>
Telephone Number	<u>(909) 386-8302</u>
Contractor	<u>Aguiar Professional Training LLC</u>
Contractor Representative	<u>Daniel Possnack</u>
Telephone Number	<u>(909) 489-8876</u>
Contract Term	<u>August 1, 2025 through July 31, 2028</u>
Original Contract Amount	<u>Fee for service: Not to exceed \$200,000 annually</u>
Amendment Amount	<u>Remove not to exceed amount of \$200,000 annually</u>
Total Contract Amount	<u>Fee for service</u>
Cost Center	<u></u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 4400029309, as follows:

1. SECTION A. DEFINITIONS

Add Section A, Paragraph 18 to read as follows:

- 18. County Department – A San Bernardino County entity governed by the Board of Supervisors; not including separately governed entities or special districts.

2. SECTION F. FISCAL PROVISIONS

Amend Section F, Paragraphs 1 and 2 to read as follows:

- 1. Contractor shall be paid on a fee-for service basis. The consideration to be paid to Contractor shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem, pursuant to the rates outlined in Attachment E or other preapproved expenses at the discretion of PERC and/or the County department requesting services.

Nothing in this Contract obligates the County to utilize the Contractor's services. Contractor bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Contractor be entitled to receive compensation for any item of work required of Contractor under the terms of the Contract, which item of work is not performed by Contractor (including Contractor's agents and approved subcontractors).

2. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and /or Purchase Order number stated on the invoice.

Invoices are due by the tenth (10th) of the month following the month of service completion and should be sent to:

Performance Education & Resource Centers
217 E. Club Center Dr., Suite A
San Bernardino, CA 92415
OR
PERCeapSupport@hss.sbcounty.gov

3. Delete Paragraph 12 of Section F. Fiscal Provisions.

4. All other terms and conditions of Contract No. 4400029309 remain in full force and effect.

5. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 upon request.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
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
San Bernardino County

By _____
Deputy

Aguiar Professional Training LLC

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

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

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

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Daniella Hernandez, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►
Lisa Rivas-Ordaz, HS Contracts Manger
Date _____

Reviewed/Approved by Department
►
Diane Rundles, Assistant Executive Officer
Date _____