



Contract Number

20-1226-A-2

SAP Number

Workforce Development Department

| | |
|---|---|
| Department Contract Representative | Bradley Gates |
| Telephone Number | 909-387-9862 |
| Contractor | First Institute Training and Management, Inc. |
| Contractor Representative | Ariel Nievas |
| Telephone Number | On File |
| Contract Term | January 4, 2021 to June 30, 2023 |
| Original Contract Amount | Aggregate Maximum Obligation Amount \$797,639 |
| Amendment Amount | Aggregate Maximum Obligation Amount \$1,395,868 |
| Total Contract Amount | Aggregate Maximum Obligation Amount \$2,193,507 |
| Cost Center | 571 694 2260 |

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2 TO CONTRACT NO. 20-1226, entered into by and between the 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. 20-1226 on January 4, 2021 for the delivery of the California Work Opportunity and Responsibility to Kids (CalWORKs) Youth Employment Program (CYEP), 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, 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 80 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 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 \$2,193,507. This specific Agreement is only one of several agreements to which this Aggregate Maximum Obligation applies. It is, therefore, 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, the 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, 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


Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By 

Deputy

First Institute Training and Management, Inc. (FITM)

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

By 

(Authorized signature - sign in blue ink)

Name

Ariel Nievas

(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 A. Akins, Deputy County Counsel

Date **June 1, 2022**

Reviewed for Contract Compliance



Mariann Johnson, Deputy Director

Date **June 1, 2022**

Reviewed/Approved by Department



Bradley Gates, Director

Date **6/2/22**