



Contract Number

SAP Number

Workforce Development Department

Department Contract Representative	<u>Marlena Sessions</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>June 15, 2018 to June 30, 2022</u>
Original Contract Amount	<u>Aggregate Maximum Obligation Amount \$13,548,500</u>
Amendment Amount	<u>Aggregate Maximum Obligation Amount \$3,800,000</u>
Total Contract Amount	<u>Aggregate Maximum Obligation Amount \$17,348,500</u>
Cost Center	<u>571 104 2260</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1 TO CONTRACT NO. 18-334, entered into by and between the County of San Bernardino (County) on behalf of the Workforce Development Department (WDD) and First Institute Training and Management, Inc. (Service Provider). County and Service Provider are collectively referred as "Parties".

WITNESSETH:

WHEREAS, the Parties entered into Contract No.18-334 on June 15, 2018, for the delivery of Title I Workforce Innovation and Opportunity Act Youth Program services, and

WHEREAS, the original term of the Contract commenced on June 15, 2018 and expired on June 30, 2021, and

WHEREAS, pursuant to the authorization from WDD, the Parties desire to extend the term of the Contract through June 30, 2022, 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 II (a) and (b) are hereby deleted and replaced with the following:

- a. **Contract Period.** This Contract shall commence on June 15, 2018 and terminate on June 30, 2022, unless otherwise modified or terminated early by a formal notice or amendment, as may be applicable.
- b. **Enrollment, Program, and Follow-Up Period.** The enrollment number shall be as follows:

Fiscal Year 2021-2022	Total
98	98

Program year enrollment shall be based on the needs of the individual youth, but twelve (12) months of follow-up services must be provided to all youth and shall begin at the same time of the program year closure and shall continue for no less than twelve (12) months.

2. Section IX(d)(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 \$17,348,500. 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 Service Provider will be only a fraction of this Aggregate Maximum Obligation, with the appropriate authorization from LWDB.

- 3. 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.
- 4. All other terms and conditions of the Contract shall remain unchanged.

IN WITNESS WHEREOF, the County of San Bernardino and the Service Provider have each caused this Amendment No. 1 to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, 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
of the County of San Bernardino

By _____
Deputy

First Institute Training and Management, Inc.

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

By ► Ariel Nienas
(Authorized signature - sign in blue ink)

Name ARIEL NIENAS
(Print or type name of person signing contract)

Title Executive Director
(Print or Type)

Dated: 04/15/2021

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

FOR COUNTY USE ONLY

Approved as to Legal Form
► Sophie Akins
Sophie A. Akins, Deputy County Counsel
Date April 22, 2021

Reviewed for Contract Compliance
► _____
Bradley Gates, Assistant Director
Date _____

Reviewed/Approved by Department
► _____
Marlena Sessions, Director
Date _____