

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



Contract Number
18-334-A-2

SAP Number

Workforce Development Department

Department Contract Representative Telephone Number	Marlena Sessions 909-387-9862
Contractor	First Institute Training and Management, Inc.
Contractor Representative Telephone Number	Ariel Nieves On File
Contract Term	June 15, 2018 to June 30, 2022
Original Contract Amount	Aggregate Maximum Obligation Amount \$17,348,500
Amendment Amount	Aggregate Maximum Obligation Amount \$204,127
Total Contract Amount	Aggregate Maximum Obligation Amount \$17,552,627
Cost Center	571 104 2260

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2 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, pursuant to the authorization from WDD, the Parties desire to 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 (b) is hereby deleted and replaced with the following:

b. **Enrollment, Program, and Follow-Up Period.** The enrollment number shall be as follows:

Fiscal Year 2021-2022	Total
128	128

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 \$17,552,627. 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. 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.

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

IN WITNESS WHEREOF, the County of San Bernardino and the Service Provider have each caused this Amendment No. 2 to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

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

Dated: JUL 13 2021

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
 of the County of San Bernardino
 Deputy



First Institute Training and Management, Inc.

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

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

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

Title Executive Director
 (Print or Type)

Dated: 06-10-2021

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 June 14, 2021

Reviewed for Contract Compliance
 ▶ *Bradley Gates*
 Bradley Gates, Assistant Director
 Date 6/14/21

Reviewed/Approved by Department
 ▶ *Marlena Sessions*
 Marlena Sessions, Director
 Date 6/14/21