

1 **AMENDMENT NO. 1 TO AGREEMENT NO. 17-W224**

2 THIS AGREEMENT is made and entered into this 1st day of January, 2018 by and between the South
3 Bay Workforce Investment Board, Inc., a non-profit public benefit corporation, on behalf of the City of Inglewood,
4 hereinafter referred to as the "SBWIB, Inc." and Golden Oak Adult School/William S. Hart Union High School
5 District, hereinafter referred to as "Training Provider."

6 WHEREAS, on or about December 18, 2012 the City of Hawthorne was replaced as Administrative Entity
7 for the SBWIA and succeeded by the City of Inglewood; and

8 WHEREAS, on July 1, 2017, the parties hereto have previously entered into Agreement No. 17-W224 to
9 provide Classroom Training Individual Referral services under the Federal Workforce Innovation and Opportunity
10 Act (WIOA), Welfare - to- Work and other eligible grant participants; and

11 WHEREAS, SBWIB, Inc., is designated administrator on behalf of the City of Inglewood, which is then the
12 Administrative Entity for the South Bay Workforce Investment Area (SBWIA); and

13 WHEREAS, Training Provider is adding two new programs:

14 **NEW: Certified Phlebotomy Technician - \$2,210 / 88 hours / 8 weeks,**

15 **NEW: Excel I & II - \$220 / 24 hours / 12 weeks; and**

16 WHEREAS, Training Provider has submitted a successful proposal and other documentation showing its
17 business operations; and

18 WHEREAS, Training Provider represents itself as being qualified and capable of providing said services
19 in accordance with all the rules and regulations developed to implement said statutes and in accordance with the
20 terms and conditions of this agreement;

21 NOW, THEREFORE, in consideration of these premises, recitals and the mutual obligations provided
22 herein, the parties hereto agree as follows:

23 1. Section I: NO CHANGE

24 2. Section II-C shall be revised to include the proposed training program:

25 C.3 **Certified Phlebotomy Technician (88 hours / 8 weeks)**. In no case can the total
26 amount of the expenditure by the SBWIB, Inc., under this agreement exceed the sum of **\$2,210.00** for tuition,
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1 license and testing fees per participant trained in the training-related occupations of **Certified Phlebotomy**
2 **Technician**, in accordance with Exhibits “A” and “B”.

3 C.4 **Excel I & II (24 hours / 12 weeks)**. In no case can the total amount of the expenditure
4 by the SBWIB, Inc., under this agreement exceed the sum of **\$220.00** for tuition, books, supplies and materials
5 per participant trained in the training-related occupations of **Administrative Support**, in accordance with Exhibits
6 “A” and “B”.

7 3. Section III -IV: NO CHANGE

8 4. Section V-F shall be revised as follows:

9 F. **Nondiscrimination and Affirmative Action**: By signing this agreement and as a condition to
10 the award of financial assistance from the Department of Labor under Title I WIOA, the Training Provider assures
11 that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws
12 and will remain in compliance for the duration of the award of federal assistance:

13 1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits
14 discrimination against all individuals in the United States on the basis of race, color, religion, sex (including
15 pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin
16 (including limited English proficiency, pursuant Executive Order 13166), age disability, political affiliation or belief,
17 and against beneficiaries on the basis of either citizenship status or participant in any WIOA Title I-financially
18 assisted program or activity;

19 2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination
20 against qualified individuals with disabilities;

21 3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits
22 discrimination against qualified individuals with disabilities;

23 4. The Age Discrimination Act of 1975, as amended with prohibits discrimination on the
24 basis of age; and

25 5. Title IX of the Education Amendments of 1972, as amended, which prohibits
26 discrimination on the basis of sex in educational programs.

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1 All notices to be given in accordance with this Agreement shall be deemed served by (1) enclosing same
2 in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and
3 deposited postage prepaid in the United States Postal Service, or by (2) personal service. For these purposes,
4 the addresses of the parties shall be as follows:

5 **SBWIB, Inc.**

6 South Bay Workforce Investment Board, Inc.
7 11539 Hawthorne Blvd., Suite 500
8 Hawthorne, California 90250
9 Contact: Contract Administration
Phone: 310-970-7700
Fax: 310-970-7714

10 **Training Provider**

11 Golden Oak Adult School/William S. Hart Union High School District
12 23201 Dalbey Dr.
13 Santa Clarita, CA 91350
Contact: Jodie Hoffman
Phone: 661-253-0583
FAX: N/A

- 14 6. Sections XVIII: NO CHANGE
- 15 7. Section XIX– ENTIRE AGREEMENT

16 Except as otherwise specifically amended herein, all terms and conditions of Agreement 17-W224 shall
17 remain in full force and effect.

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1 IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

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3 **Training Provider**

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5
6 By: **Golden Oak Adult School/William S. Hart Union High School District**

7 Signature: _____

8 Name: Ralph Peschek

9 Title: Chief Financial Officer

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12 **SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.**

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15 _____
16 Jan Vogel, Chief Executive Officer

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20 **APPROVED AS TO FORM:**

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23 _____
24 Jack Ballas Attorney-at Law
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1 IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

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3 **Training Provider**

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7 Signature: _____

8 Name: Ralph Peschek

9 Title: Chief Financial Officer

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17 Jan Vogel, Chief Executive Officer

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25 Jack Ballas Attorney-at Law
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1 EXHIBITS

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- 3 1. EXHIBIT "A" – PROGRAM OUTLINE
- 4 2. EXHIBIT "B" – COMPLETION COMPETENCIES
- 5 3. EXHIBIT "C" – VENDOR REQUIRED DOCUMENTS – NO CHANGE
- 6 4. EXHIBIT "D" – PROGRAM PLAN/PERFORMANCE
- 7 5. EXHIBIT "E" – STATEMENT OF BUSINESS OWNERSHIP – NO CHANGE
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10 ATTACHMENTS:

- 11 i: Vendor Authorized Signature Page
- 12 ii: Itemized Cost Listing
- 13 iii: Bidder Information Sheet – NO CHANGE
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