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

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

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

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

WHEREAS, Training Provider is adding two new programs:

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

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

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

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

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

1. Section I: NO CHANGE
2. Section II-C shall be revised to include the proposed training program:

C.3 **Certified Phlebotomy Technician (88 hours / 8 weeks).** In no case can the total amount of the expenditure by the SBWIB, Inc., under this agreement exceed the sum of **\$2,210.00** for tuition,

license and testing fees per participant trained in the training-related occupations of **Certified Phlebotomy Technician**, in accordance with Exhibits “A” and “B”.

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

3. Section III -IV: NO CHANGE

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

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

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

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

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

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

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

1 The subcontractor also assures that, as a recipient of WIOA Title I financial assistance, it will
2 comply with 29 CFR part 38 and all other regulations implementing the law as stated above. This assurance
3 applies to the Training Provider's operation of the WIOA Title I-financially assisted program or activity and to all
4 agreements the Training Provider makes to carry out the WIOA Title I-financially program or activity.

5 The Training Provider understands that the United States has the right to seek judicial
6 enforcement of this assurance. The assurance is considered incorporated by operation of law in the grant,
7 cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA
8 is made available, whether it is explicitly incorporated in such document and whether there is a written agreement
9 between the recipients.

10 5. Section VI through X: NO CHANGE

11 6. Section XI shall be revised as follows:

12 Training Provider agrees to indemnify, defend, save and hold harmless SBWIB, Inc./City and their
13 respective officers, employees, and agents against any and all costs, expenses, claims, suits, and liability for
14 bodily or personal injury to or death of any person and for injury to or loss of any property, or for any indebtedness
15 or obligations, resulting there from or arising out of and in any way connected with the alleged negligent or
16 wrongful acts or omissions of Training Provider, its officers, employees, Training Providers, agents or
17 representatives, while performing or failing to perform any services required herein to be performed by Training
18 Provider or incurred by Training Provider in disbursing or using any WIOA funds, Welfare-to-Work funds, or
19 special project funds under this Agreement.

20 City, SBWIB, Inc., Its officers, employees, and agents, by this Agreement shall not
21 assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness
22 or obligations of Training Provider or any of its officers, employees, Training Providers, agents or representatives
23 thereof attributable to the services required to be performed or caused by the disbursement and use of WIOA
24 funds by Training Provider under this Agreement.

25 7. Section XII through XVI: NO CHANGE

26 **XVII – NOTICES**

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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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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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17 Jan Vogel, Chief Executive Officer

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20 **APPROVED AS TO FORM:**

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25 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.

2
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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17 Jan Vogel, Chief Executive Officer

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20 **APPROVED AS TO FORM:**

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25 Jack Ballas Attorney-at Law
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EXHIBITS

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

ATTACHMENTS:

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