

**AMENDMENT
TO COMMUNITY AND STUDENT WORKFORCE PROJECT AGREEMENT**

Long Beach Community College District, and the Los Angeles/Orange Counties Building and Constructions Trades Council on behalf of itself and on behalf of the Unions, hereby agree to amend their Community and Student Workforce Project Agreement ("CSWPA") under Section 20.1 of the CSWPA, as follows:

1. Section 5.5(a) of the CSWPA is deleted in its entirety and is replaced with the following language:

The Parties agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "District Residents" as defined herein, to fulfill the requirements of the Contractors. In recognition of the fact that the District and the communities surrounding Project Work will be impacted by the construction of the Project Work, the Parties agree to support the hiring of workers from the residents of these surrounding areas, as well as veterans and students of the District, particularly Career Technical Education ("CTE") students who have received a certificate, an AA/AS degree, or who have completed and received a completion certificate from the District's apprenticeship or pre-apprenticeship preparation program utilizing the multi-craft core curriculum, regardless of their residence ("Student Graduates"). Towards that end, the Unions shall first, exert their best efforts to encourage and provide referrals and utilization of qualified workers residing in those first-tier ZIP codes, as set forth in Attachment C attached hereto, including veterans and Student Graduates, regardless of their residence. If the Unions cannot provide the Contractors in the attainment of a sufficient number of District Residents from within the first-tier ZIP codes, the Unions shall second, exert their best efforts to then recruit and identify for referral District Residents residing in second tier ZIP codes which reflect the Gateway Cities, as set forth in Attachment C attached hereto. If the Unions still have not provided the Contractors in the attainment of a sufficient number of District Residents, the Unions shall then third, exert their best efforts to recruit and identify for referral District Residents residing within Los Angeles County. For dispatch purposes, workers referred from any of the above three tiers, as well as veterans and Student Graduates, regardless of where they reside, shall be considered to be District Residents.

2. Section 2.5 of the CSWPA is deleted in its entirety and is replaced with the following language:

"District Residents" for purposes of this CSPWA is defined as those residents living within the zip codes described in Attachment C, as well as any veterans of the U.S. Armed Forces, current District students, and Student Graduates, regardless of their residence.

3. In Section 8.6(a) of the CSWPA, the word "Counsel" is corrected to "Council."

4. A new sub-section "d" is added to Section 15 of the CSWPA as follows:

The Unions agree to support the operation of apprenticeship and pre- apprenticeship referral programs with the geographical area of the District, to enhance the training and employment of current District students and Student Graduates. The Unions also agree to place on their referral roles and in their apprenticeship training programs qualified District students and Student Graduates.

5. Section 21.1 of the CSWPA is deleted in its entirety and is replaced with the following:

Duration and Extension. This CSWPA commences on May 1, 2016 ("Effective Date"), and terminates on June 30, 2041.

(a) During the term of this CSWPA, specifically by March 31, 2025 and thereafter every five years, the Parties agree to meet and discuss the terms of this CSWPA. As result of such meetings, the Parties may, but shall not be obligated to, mutually agree to amendments to this CSWPA.

(b) This CSWPA shall continue in full force and effect for each covered Project until final acceptance by the District. Either Party desiring to renew, extend, or negotiate changes to this CSWPA upon expiration shall make such intention known to the other Party by written notice not less than six months prior to the expiration of this CSWPA.

(c) Any Covered Project awarded and commenced during the term of this CSWPA shall continue to be covered hereunder until completion of the Project, notwithstanding the expiration of this CSWPA.

It is agreed that all notices shall be provided to the District at:

Robert Rapoza
Director, Business Support Services
Long Beach Community College District
4901 E. Carson Street, Mail Code G4
Long Beach, CA 90808

It is agreed that all notices shall be provided to the Council and to the Local Unions to:

Ron Miller
Executive Director
Los Angeles/Orange Counties Building and Construction Trades Council
1626 Beverly Blvd.
Los Angeles, California 90026

6. A new Article 24 titled "Taxpayer Protection Provisions" is added to the CSWPA as follows:

The Parties understand that the following taxpayer protection provisions are included in this CSWPA pursuant to Section 2500 of the Public Contract Code:

- (a) This CSWPA prohibits unlawful discrimination, or discrimination based on membership in a labor organization, in hiring and dispatching workers for Project Work.
- (b) This CSWPA provides that all qualified contractors and subcontractors are permitted to bid for and be awarded work for Project Work without regard to whether they are otherwise parties to collective bargaining agreements.
- (c) This CSWPA contains a protocol concerning drug testing for workers who will be employed on the Projects.
- (d) This CSWPA contains guarantees against work stoppages, strikes, lockouts, and similar disruptions of the Projects.
- (e) This CSWPA provides that disputes arising from this CSWPA shall be resolved by a neutral arbitrator.

7. The list of Projects contained in Attachment A of the CSWPA is hereby amended to add the following Projects:

	Project	Estimated Construction Start Date	Estimated Construction Costs
9.	Building G/H – Performing Arts	2021-2022	\$31,203,195
10.	Building MM – Construction Trades Phase 2	2022-2023	\$12,300,255
11.	Building OO – Classroom Building*	2023-2024	\$70,839,820
12.	Building E – College Center	2022-2023	\$22,409,810
13.	Building FF – Demolish Fine Arts/Senior Center	2023-2024	\$1,520,160
14.	Building O2 – Economic & Workforce Development, Foundation	2025-2026	\$20,884,920
15.	Joint Use Facility	2027-2028	\$17,073,438
16.	Building K – Art	2027-2028	\$15,544,320
17.	Building R – Primary Gymnasium	2029-2030	\$36,263,295
18.	Building Q – Secondary Gym	2032-2033	\$14,898,640
19.	Building B – Classroom	2034-2035	\$24,332,340
20.	Building F – Demolish Family/Consumer Ed	2034-2035	\$2,238,800
21.	Building O1 – IITS/Warehouse	2036-2037	\$15,878,185
22.	Building S – Stadium	2037-2038	\$53,857,280
23.	Building CDC – Child Development Center	2037-2038	\$12,613,410

*The Building OO – Classroom Building was included in the Project list for the original CSWPA. Construction was delayed on this Project and is therefore repeated on the Project list.

8. Except as expressly amended by this Amendment, the CSWPA remains in full force and effect as originally executed.

9. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures are to be deemed equivalent to original "wet ink" signatures under this Amendment.

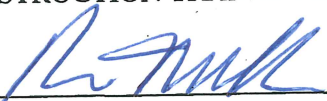
Dated: 9/11, 2019

LONG BEACH COMMUNITY COLLEGE DISTRICT

By: 
Dr. Reagan Romali
Superintendent/President

Dated: 9-19, 2019

LOS ANGELES/ORANGE COUNTIES BUILDING
AND CONSTRUCTION TRADES COUNCIL

By: 
Ron Miller
Executive Secretary