

**THIRD AMENDMENT
TO
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY BENEFITS AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITIONS R, Z and SW**

This mendment No. 3 (15658.26) (“Third Amendment”) to the Community Benefits Agreement for Construction and Major Rehabilitation Funded by Proposition R (“CBA”) is entered into on June 15, 2026 as a ratification with an effective date of March 15, 2022, by and between the Southwestern Community College District, the San Diego Building and Construction Trades Council and Signatory Unions (Collectively “Parties”).

**I.
RECITALS**

- A. The Parties entered into the CBA, effective December 12, 2013; and
- B. The first amendment (“First Amendment”) was by document executed on behalf of the District May 14, 2015, modifying section 5.6 of the CBA; and
- C. The second amendment was by document (“Side Letter”) executed on behalf of the District December 15, 2015, modifying section 7.2 of the CBA; and
- D. This third amendment (“Third Amendment”) will be executed on behalf of the District to modifying the definition of “Measure R” in the CBA, as well as sections 2.2, 3.3, 4.2, 23.1 of the CBA; and
- E. The Parties desire to now amend the CBA to modify its project scope and make other minor revisions.

**II.
AGREEMENT**

NOW THEREFORE, THE PARTIES ENTER INTO THIS THIRD AMENDMENT AS FOLLOWS:

- 1. Section 2.2 of the CBA is restated to read as follows:

“Covered Contract” means a contract (and related subcontracts) for capital improvement work, which is awarded during the term of this CBA or other identified projects as determined by the District, that exceeds one-million (\$1,000,000.00) and is paid for in whole or in part by Measures R, Z, and/or SW funds.

2. From the Effective Date of this Third Amendment, the term “Measure R” as used in the CBA shall mean “Measures R, Z, and/or SW” as applicable.

3. Section 3.3 of the CBA is restated to read as follows:

The Project Work will provide many opportunities for Small Business Enterprises to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for this purpose, to encourage and assist the participation of Small Business Enterprises in Project Work. Specifically, all Parties understand that the District has placed a strong emphasis on the utilization of local small businesses on the Project. Each Party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to support this emphasis. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on projects of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project Work through the referral programs sponsored and/or supported by the Parties to this CBA. Further, the Parties shall ensure that the provisions of this CBA do not inadvertently establish impediments to participation of such Small Business Enterprises and residents of the District.

4. Subsection (a) of Section 4.2 of the CBA is restated to read as follows:

All construction, major rehabilitation and renovation work, funded in whole or in part by Measures R, Z, and/or SW funds, which exceed one million dollars (\$1,000,000.00) as determined by engineer’s estimates prior to the submittal of the Project to DSA, are covered by the terms and conditions of this CBA; and

5. Section 23.1 of the CBA is restated to read as follows:

Duration. This CBA (as amended by the First Amendment, Side Letter, and this Third Amendment) shall be effective March 15, 2022 (“Effective Date”) and shall be subject to renewal by the parties ten (10) years after the Effective Date (provided, however, it shall continue in effect for all work awarded prior to such termination date until the completion of such Project Work). The Parties agree to discuss extensions or modifications of this CBA based on the District’s determination as to whether the CBA achieves its intent. At the end of the ten (10) year term, this CBA may be renewed for an additional ten (10) years unless either Party provides written notice to the other at least ninety (90) days prior to the expiration date of its intention to renegotiate or terminate the CBA. All time extensions or changes to the Terms and Conditions must be in writing and signed by all Parties involved.

[SIGNATURES PAGE FOLLOWS]

In witness whereof the Parties have caused this Third Amendment to be executed as follows.

Dated: 6/16/2026 | 7:09 AM PDT
_____, 2026

SOUTHWESTERN COMMUNITY COLLEGE
DISTRICT
Signed by:
By: Rosalinda Hernandez
C3F0E891EF084FF...
Rosalinda Hernandez, Director of Procurement,
Central Services & Risk Management

Dated: 6/21/2026 | 9:34 PM PDT
_____, 2026

SAN DIEGO BUILDING AND CONSTRUCTION
TRADES COUNCIL
Signed by:
By: Carol Kim
70D82C690EFB49C...
Carol Kim, Business Manager