




MEMORANDUM

Date: November 18, 2009
To: Rosemary Wood
Contra Costa Community College
From: Marna Huber, Management Analyst 
City of Brentwood
Subject: **Agreement**

Enclosed is a fully executed Third Amendment to Lease Agreement between the City of Brentwood and Contra Costa Community College for your files.

Thank you so much for your assistance.

If you have any questions or require additional information, please contact me at 925.516.5162 or e-mail at: mhuber@ci.brentwood.ca.us.

C: Thais Kishi
Los Medanos College

COPY

**THIRD AMENDMENT TO LEASE
BRENTWOOD EDUCATION AND BUSINESS CENTER**

This Third Amendment to Lease – Brentwood Education and Business Center (the "Second Amendment") is entered into as of November 10, 2009 (the "Effective Date"), by and between the City of Brentwood, a municipal corporation ("Landlord") and Contra Costa Community College District, a public community college district established under the laws of the State of California ("Tenant").

Recitals

A. Landlord and Tenant entered into that certain Lease – Brentwood Education and Business Center, dated December 19, 2001, for the Tenant's lease of certain Landlord-owned property defined as the Demised Premises, and that certain Amendment No. 1 to Lease dated March 20, 2002, to address parking and janitorial services and that certain Second Amendment to the Lease to add Leased Premises and provide for certain work (collectively, the "Lease"). Any capitalized term not defined herein shall have the definition set forth in the Lease.

B. The parties desire to amend the Lease to (1) provide for the lease of an additional 2,692 square feet of property located adjacent to the Leased Premises and depicted on Exhibit A-3 attached hereto (the "Third Demised Premises"); (2) provide for the Tenant's work on the Additional and Third Demised Premises; and (3) amend the Additional Demised Premises Rent. The Demised Premises, the Additional Demised Premises and the Third Demised Premises may hereinafter be collectively referred to as the "Leased Premises."

Terms

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties agree as follows:

1. Effective Date. This Third Amendment shall be effective as of the Effective Date. The Additional Demised Premises Rent and Third Demised Premises Rent as defined herein will go into effect January 1, 2010.

2. Amendment to Section 2.2 to Adjust Additional Demised Premises Rent.

The Additional Demised Premises Rent set forth in Section 2.2 is hereby amended to \$3,513.60 per month (\$1.92 per square foot) plus an additional \$336.41 per month for utilities. All other portions of Section 2.2 remain unchanged.

3. Amendment of Section 2 to Address Third Demised Premises.

Section 2.3 of the Lease is hereby deleted and Sections 2.3 and 2.4 are added to the Lease as follows:

"2.3. Rental of the Third Demised Premises. Tenant and Landlord agree that Tenant shall lease the Third Demises Premises from the Landlord for a monthly rental payment of \$5,168.64 per month, (\$1.92 per square foot) plus an additional \$494.87 for utilities based upon 2,692 square feet (the "Third

Demised Premises Rent"). The Third Demised Premises Rent shall be paid semi-annually on January 15 and July 15 of each year. The Third Demised Premises Rent shall be adjusted annually based on the City's Cost Allocation Plan (July 1) based upon the Consumer Price Index for the San Francisco Bay Area. The utilities charge shall be based on the Tenant's proportionate share of the actual "cost of utilities."

2.4 Definition of Rent. Any and all payments of Minimum Yearly Rent or Base Rent, Additional Demised Premises Rent, or Third Demised Premises shall constitute "Rent" for purposes of this Lease. Any Rent payable to Landlord by Tenant for any fractional year shall be prorated based on a 365-day year. Any and all Rent payments shall commence on the Rent Commencement Date."

4. Addition of Language to Section 3. The following language is added to the end of Section 3:

"Possession of the Third Demised Premises shall be on January 1, 2010."

5. Amendment of Section 4.

Section 4.3 is hereby added to the Lease as follows:

"4.3 Additional and Third Demised Premises Construction Work. Landlord shall deliver the Third Demised Premises vacant and in "broom clean" and otherwise "as-is" condition. Tenant's work is as described in Exhibit E-3, and no other work shall be completed, and Tenant shall diligently pursue work to completion. At expiration or termination of this Lease, Tenant agrees to remove at Tenant's expense, Tenant's fixtures and those interior and other improvements made by Tenant which Landlord designates in writing not less than 30 days prior to such expiration that Tenant shall be required to remove, and shall otherwise return the Additional and Third Demised Premises to Landlord in good condition, ordinary wear and tear, damage by casualty, condemnation, act of god and/or failure to make repairs by Landlord excepted. Notwithstanding any provision of this Lease to the contrary, in no event shall Tenant be required to remove any improvements and/or alterations which are incorporated into the building structure and/or enclosed in any exterior or interior wall of the Additional and Third Demised Premises, Landlord shall be permitted to post Notices of Non-Responsibility in connection with completion of Tenant's work by Tenant's contractor and subcontractors at the Additional and Third Demised Premises."

6. Lease in Full Force and Effect. Except as amended by this Third Amendment, the Lease remains in full force and effect.

Tenant:

Contra Costa Community College District, a public community college district established under the laws of the State of California

By: Kindred Murillo
Printed Name: Kindred Murillo, Vice-Chancellor
Title: Districtwide Administrative Services
Date: Nov. 5, 2009

By: _____
Printed Name: _____
Title: _____
Date: _____

Landlord:

City of Brentwood, a municipal corporation

By: Donna Landeros
Donna Landeros, City Manager

Date: 11/18/09

ATTEST:

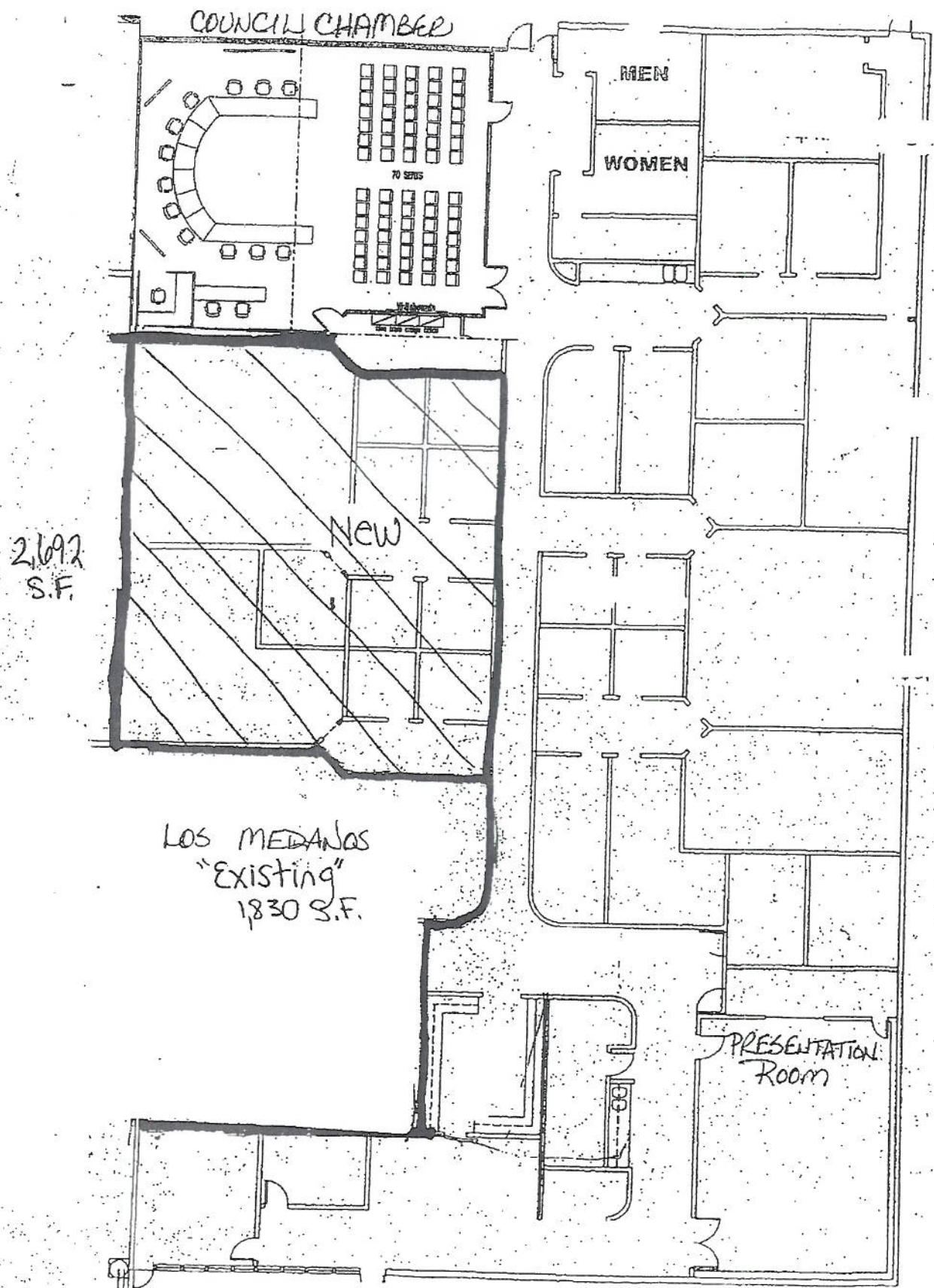
By: Margaret Wimberly
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: Damien B. Brower
Damien B. Brower, City Attorney

Exhibit A-3

Depiction of Third Demised Premises

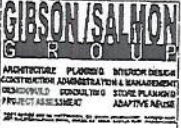


Berenice Arteaga, Code Enforcement	Dave McGee, Inspector
Roberta Bienemann, Code Enforcement	Taira Ordaz, 50%
Buck Eklund, Inspector	Steve Quesada, Inspector
Jeff Cowling, Inspector	Ken Rader, Code Enforcement
Craig Drafton, Inspector	Francisco, Rivera, Inspector
Lori Monte, Code Enforcement	Emilio Torres, Inspector
Steve Quesada, Inspector	

Exhibit E-3

Description of Tenant's Work on Additional and Third Demised Premises

GSG # 7,00013



LOS MEDANOS COLLEGE			
Schedule of Values			
			THIS
SCOPE	VALUES	% COMPLETE	MONTH
Mobilization	\$6,500		\$0
Demolition	\$15,453		\$0
Carpentry	\$1,750		\$0
Doors and Frames	\$11,898		\$0
Metal Studs & Drywall	\$23,998		\$0
Ceiling	\$7,082		\$0
Painting	\$9,875		\$0
Fire Sprinklers	\$8,950		\$0
Fire Alarm/Data Cable	\$7,650		\$0
Electrical	\$34,588		\$0
TOTAL	\$127,744		\$0

408-441-0754
www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Statewide Association of Community Colleges

ENTITY B:

ENTITY C:

ENTITY D:

ENTITY E:

Contra Costa Community College District
Bay Area CCD JPA
500 Court Street
Martinez CA 94553

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:			
As respects to Right of Entry Agreement between the City of Brentwood and Contra Costa Community College District term of Agreement shall commence on October 19, 2009 and terminate on December 31, 2009.			

City of Brentwood
Marna Huber
708 Third Street
Brentwood CA 94513

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE
 CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA
 WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE
 HOLDER NAMED TO THE LEFT, ~~XX~~
~~XX~~
~~XX~~
~~XX~~
~~XX~~

Gna 33

AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Contra Costa Community College District Bay Area CCD JPA	SWC 00901-15	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Brentwood
Marna Huber

708 Third Street
Brentwood

CA 94513

As Respects:

As respects to Right of Entry Agreement between the City of Brentwood and Contra Costa Community College District term of Agreement shall commence on October 19, 2009 and terminate on December 31, 2009.

The City of Brentwood, its officers, agents, volunteers and employees (the "Released Parties")

This coverage shall be primary to the certificate holders coverage as respects the actions and activities of the Covered Party due to their sole negligence.

The insurance of the Additional Covered Party shall not be called upon to contribute to a loss covered by the Covered Party's coverage.



Authorized Representative

Issue Date: 10/22/2009

Statewide Association of Comm Colleges (SWACC)
MEMORANDUM #: SWC 00901-15
**MEMORANDUM OF COVERAGE
DECLARATIONS**

I. COVERED PARTY NAME AND ADDRESS

Bay Area CCD JPA
Contra Costa Community College District
500 Court Street
Martinez, CA 94553

II. MEMORANDUM PERIOD: 12:01 A.M.

July 1, 2009 to July 1, 2010

III. COVERAGE A LIABILITY Per Occurrence,
(Except as Follows)

\$ 25,000,000 per occ.

A. Legal Expense for Employee Benefit Programs

\$ 50,000 per occ.

B. Legal Expense for Breach Of Contract,
Except Employment Contracts

\$ 50,000 per occ.

C. Asbestos Claims, including Legal
Expense, Indemnification or Both

\$ 50,000 per occ.

D. Uninsured and Underinsured Motor Vehicle

\$ 500,000 CSL per occ.

EXCESS LIABILITY - SAFER JPA ANNUAL AGGREGATES

Total for all members in the layer

\$4,000,000 per occ excess of \$1,000,000 per occ

\$ 24,000,000

Total for all participating members in the layer

\$20,000,000 per occ excess of \$5,000,000 per occ

\$ 60,000,000

EXCESS LIABILITY - SAFER JPA TERM AGGREGATE

Total for all members in the layer

\$4,000,000 per occ excess of \$1,000,000 per occ

\$ 52,000,000

IV. COVERAGE B PROPERTY Per Occurrence,
(Except as Follows)

\$ 250,000,000 per occ.

A. Construction and/or Installation

\$ 250,000 per occ.

B. Sprinkler Leakage Damage caused by Earthquake	\$ <u>10,000,000</u> per occ.
C. Equipment Breakdown, Excluding Electronic Data Processing Equipment	\$ <u>100,000,000</u> per occ.
D. Electronic Data Processing Equipment	<u>Included</u>
E. Newly Acquired Property	\$ <u>5,000,000</u> any one Location
F. Personal Property of Others (Except as Follows)	\$ <u>100,000</u> per occ.
1. Any One item on Loan or Exhibition	\$ <u>25,000</u> per occ.
2. Any One Elected or Appointed Official or Employee	\$ <u>1,000</u> per occ.
3. Any One Student	\$ <u>5,000</u> per occ.
G. Property in Transit	\$ <u>1,000,000</u> per occ.
H. Rental Value Including Rental Payments and Loss of Use	\$ <u>10,000,000</u> per occ.
I. Transmission or Distribution Lines	\$ <u>5,000,000</u> per occ.
J. Back Up of Sewers or Drains	\$ <u>10,000,000</u> per occ.
K. Valuable Papers or Records	\$ <u>10,000,000</u> per occ.
L. Loss of Revenues/Extra Expense	\$ <u>25,000,000</u> per occ.
V. <u>COVERAGE C DEFENSE COSTS FOR INJUNCTIVE RELIEF OR NON MONETARY RECOURSE ACTIONS</u>	\$ <u>100,000</u> per occ.

VI. COVERAGE D BUILDERS RISK
(Except as Follows)

	\$ <u>Per Endorsement</u> per Occ.
A. Temporary Offsite Storage	\$ <u>500,000</u> per occ.
B. Architects and Engineering Fees	\$ <u>250,000</u> per occ.
C. Plans, Blueprints and Drawings	\$ <u>250,000</u> per occ.
D. Valuable Papers	\$ <u>250,000</u> per occ.
E. Trees, Shrubs and Plants	\$ <u>50,000</u> per occ.
F. Debris Removal	<u>25%</u> of loss <u>Maximum \$ 250,000</u> per occ.
G. Pollutant Cleanup and Removal	\$ <u>25,000</u> per occ. \$ <u>25,000</u> annual agg.
H. Preservation of Property	\$ <u>100,000</u> per occ. \$ <u>100,000</u> project agg.
I. Expediting Expenses	\$ <u>250,000</u> per occ.
J. Transit	\$ <u>500,000</u> per occ.
K. Ordinance or Law	\$ <u>250,000</u> per occ.
L. Soft Costs	\$ <u>Per Endorsement</u> per occ.

VII. COVERED PARTY RETAINED LIMIT

A. Coverage A Liability (Except as Follows)

\$ 100,000 per occ.

1. Legal Expense for Breach of Contract

\$ 10,000 per occ.

2. Professional Liability

\$ 5,000 per occ.

B. Coverage B Property (Except as Follows)

\$ 250,000 per occ.

1. Equipment Breakdown

\$ 5,000 per occ.

2. Electronic Data Processing Equipment, Except

\$ 250,000 per occ.

Each Laptop off Premises

\$ 250,000 per occ.

C. Coverage C Defense Costs for Injunctive Relief

Nil per occ.

D. Coverage D Builder's Risk

\$ Per Endorsement per occ.

COVERAGE CRIME

Policy Number CCP 0063506 03

\$ 5,000,000 per occ.

Deductible

\$ 500 per occ.

VIII. NAMED COVERED PARTY ESTIMATED CONTRIBUTION FOR THE MEMORANDUM PERIOD

\$ 588,193

THIS MEMORANDUM OF COVERAGE DECLARATIONS IS ATTACHED AND MADE
AN INTEGRAL PART OF THE MEMORANDUM OF COVERAGE.

FOR STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES JOINT POWERS
AUTHORITY

BY



07/01/2009

KEENAN & ASSOCIATES, JPA MANAGER

Issue Date

Keenan & Associates
License No. 0451271

SWACC 4

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2009/2010

Run By: FF

Run Date: 07/16/2009