



ORIGINAL

Contract Number  
16-173 A-1

SAP Number

## Real Estate Services Department

|                                           |                              |
|-------------------------------------------|------------------------------|
| <b>Department Contract Representative</b> | Terry W. Thompson, Director  |
| <b>Telephone Number</b>                   | (909) 387-5252               |
| <b>Contractor</b>                         | United States Postal Service |
| <b>Contractor Representative</b>          | Diana Alvarado               |
| <b>Telephone Number</b>                   | (303) 227-5628               |
| <b>Contract Term</b>                      | 06/01/2016 - 05/31/2026      |
| <b>Original Contract Amount</b>           | \$21,540.00                  |
| <b>Amendment Amount</b>                   | \$24,770.00                  |
| <b>Total Contract Amount</b>              | \$46,310.00                  |
| <b>Cost Center</b>                        | 3350001792                   |
| <b>GRC/PROJ/JOB No.</b>                   | 52003432                     |
| <b>Internal Order No.</b>                 |                              |

### Briefly describe the general nature of the contract:

This first amendment to Lease Agreement No. 16-173 extends the term of the lease for five years, through the United States Postal Service's exercise of its sole five-year option to extend the term, from June 1, 2021 through May 31, 2026, and amends standard lease agreement language.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

► Please See Signature Page

Agnes Cheng, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Jim Miller, Real Property Manager, RESD

Date 5-16-2020



## Lease Agreement No. 16-173 A-1

**Facility Name/Location:**  
HINKLEY- MAIN OFFICE (053468-002)  
35997 MOUNTAIN VIEW ROAD, HINKLEY, CA 92347-9998

**Amendment No:** 001  
**Lease:** KN0000458351

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 5/23/2016, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to amend the Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, effective on the date this document is executed by the Postal Service.

Pursuant to the Lease covering this facility, the Postal Service hereby exercises its option to renew said Lease as follows:

Term: 5 Years      From (Date): 06/01/2021      To (Date): 05/31/2026      Annual Rate: \$ 4,954.00

Page GC-2 section 9 of the General Conditions to Postal Service Lease to be replaced with the following:  
**9. HAZARDOUS/TOXIC CONDITIONS CLAUSE**

Sites cannot have any contaminated soil or water above applicable federal, state, or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the DISTRICT agrees to remove such materials or substances upon notification by the Postal Service at DISTRICT's sole cost and expense in accordance with EPA and/or State guidelines provided that DISTRICT's obligation to remove shall only apply to hazardous/toxic material or substances at the premises that are caused by DISTRICT. If the hazardous/toxic materials or substances are caused by third parties, the DISTRICT shall endeavor to pursue said third party; prior to accomplishing this removal task, DISTRICT or the responsible third party, as applicable, must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the DISTRICT, and DISTRICT caused the ACBM, the DISTRICT agrees to conduct, at DISTRICT's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the DISTRICT caused the ACSM or hazardous/toxic materials or substances at the Premises and DISTRICT fails to remove any such friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from DISTRICT by other means, or may, at its sole option, terminate this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition. In addition to the rights set forth above, if upon notice of a hazardous/toxic condition existing on the Premises that the DISTRICT has not caused, the DISTRICT may terminate this Lease upon written notice to the Postal Service setting forth the specific reason for such termination without further obligation to the Postal Service.

In all other respects, the Lease shall remain the same and is hereby confirmed.



UNITED STATES  
POSTAL SERVICE.

Lease Agreement No. 16-173 A-1  
Lease: KN0000458351

Effective June 1, 2021.

FIRST AMENDMENT TO LEASE AGREEMENT  
(GOVERNMENTAL ENTITY)

By executing this First Amendment to Lease Agreement No. 16-173 (also known as Lease KN0000458351), (i) DISTRICT acknowledges that, due to the United States Postal Service's exercise of its renewal option in the Lease, the term of the Lease is extended for five years from June 1, 2021 through May 31, 2026 on the same terms and conditions as the Lease, except that the rent shall be \$4,954 per year, (ii) the parties agree that the entirety of the existing Section 9, HAZARDOUS/TOXIC CONDITIONS CLAUSE of the General Conditions to Postal Service Lease is deleted and replaced with a new Section 9, HAZARDOUS/TOXIC CONDITIONS CLAUSE of the General Conditions to Postal Service Lease as set forth in this First Amendment, and (iii) DISTRICT certifies that DISTRICT is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: COUNTY SERVICE AREA 70-W

JUL 14 2020

Name and Title: Curt Hagman, Chairman, Board of Supervisors

Date

DISTRICT's Address: COUNTY SERVICE AREA 70-W C/O SPECIAL DISTRICT'S DEPARTMENT, 222 W. HOSPITALITY LANE, SECOND FLOOR SAN BERNARDINO, CA 92415-0450.

DISTRICT'S Telephone Number(s): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Tax Identification No. XX-XXX2748

SIGNED AND CERTIFIED THAT COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD OF SUPERVISORS  
Clerk of the Board of Supervisors  
Of the County of San Bernardino



JUL 14 2020

By: \_\_\_\_\_

Date

Approved as to Legal Form:

Michelle Blakemore, County Counsel, San Bernardino County, California

By: \_\_\_\_\_

Date

5/11/2020

Agnes Cheng, Deputy County Counsel

- Where the DISTRICT is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the First Amendment to the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to DISTRICT provide under this Lease or under any law or regulation must be in writing and submitted to DISTRICT at the address specified above, or at an address that DISTRICT has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE UNITED STATES POSTAL SERVICE

Date: \_\_\_\_\_

Contracting Officer

Signature of Contracting Officer

USPS Facilities Office 7500 East 53<sup>rd</sup> Place, Room 1108, Denver, CO 80266-9918  
Address of Contracting Officer