



Contract Number

14-47 A-3

SAP Number

Real Estate Services Department

Department Contract Representative Telephone Number	<u>Terry W. Thompson, Director</u> <u>(909) 387-5000</u>
Contractor	<u>City Of Needles</u>
Contractor Representative Telephone Number	<u>Patrick Martinez - City manager</u> <u>(760)326-2115</u>
Contract Term	<u>Two years commencing April 1,</u> <u>2026 through March 31, 2028</u>
Original Contract Amount	<u>\$145,875.00</u>
Amendment Amount	<u>\$131,934.29</u>
Total Contract Amount	<u>\$277,809.29</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>33003047</u>
Grant Number (if applicable)	<u> </u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The City of Needles (“City”) and San Bernardino County (“County”) entered into that certain Use Permit dated February 11, 2014 allowing the County to use a certain portion of the City owned building known as building “C” (“building”) located at 1111 Bailey Avenue (“Property”) in the City of Needles, as more specifically described in the Use Permit; and, as amended by the First Amendment dated October 25, 2022; the Second Amendment dated August 22, 2023, (collectively, the “Use Permit”), which Use Permit expired on October 24, 2025; and,

WHEREAS, The County and City now desire to amend the Use Permit to reflect a holdover period from October 25, 2025 to March 31, 2026, with the LANDLORD’S consent, extend the term of the Use Permit, following the said holdover, for the period of April 1, 2026 through March 31, 2028 (the “Third Extended Term”) as more specifically set forth in this amendment (“Third Amendment”).

NOW THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Use Permit, is amended as follows:

A. Effective April 1, 2026, DELETE in its entirety the existing **Section 3. TERM** and SUBSTITUTE therefore the following as new **Section 3. TERM**:

“3. **TERM**: This Use Permit is entered into for a term of two (2) years commencing on April 1, 2026 through March 31, 2028, unless earlier terminated in accordance with this lease.”

B. Effective April 1, 2026, DELETE in its entirety the existing **Section 4. RENT AND MAINTENANCE** and SUBSTITUTE therefore the following as new **Section 4. RENT AND MAINTENANCE**:

“4. RENT AND MAINTENANCE: Commencing the Effective Date, County shall pay rent in the sum of \$4,636.00 which is payable to the City on or before the first day of each month in advance, Any partial month’s rent shall be prorated based on a thirty day month. County shall regularly maintain the heating and ventilating system servicing said building. Such maintenance shall include, but not limited to, filters, electrical or mechanical repairs, and freon gas replacement due to leaks, COUNTY shall provide any unit replacement including, but limited to, condenser coils, motors and full unit replacement. Except for any obligations of City, County shall maintain and repair the Use Area at all times in as good a condition as existed on the initial commencement date of this Use Permit, including plumbing, electrical, mechanical, windows, interior walls improvements and furnishings that are part of the use area.

Beginning on April 1, 2027, and on each April 1 thereafter during the Term (each, an “Adjustment Date”), the monthly Base Rent shall be adjusted annually by an amount equal to the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles–Riverside–Orange County, California area (or any successor index thereto), as published by the United States Department of Labor, Bureau of Labor Statistics, for the twelve (12) month period immediately preceding the applicable Adjustment Date. In no event shall any annual increase in Base Rent exceed three percent (3%). If the CPI reflects no increase or a decrease, the Base Rent shall remain unchanged for that year.

C. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this Amendment, the terms and conditions of this Amendment shall control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

D. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

END OF THIRD AMENDMENT.

SAN BERNARDINO COUNTY

CITY OF NEEDLES, A CALIFORNIA CHARTER CITY

(Print or type name of corporation, company, contractor, etc.)

►

 Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Patrick J. Martinez
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title City Manager
(Print or Type)

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By _____
 Deputy

Dated: _____

Address 817 Third Street
Needles, CA 92363

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► John Tubbs II, Deputy County Counsel	► _____	► John Gomez, Real Property Manager, RESD
Date _____	Date _____	Date _____