

SECOND AMENDMENT TO THE
CITY OF NEEDLES
SERVICES AGREEMENT
(Needles Area Chamber of Commerce)

This Second Amendment to the City of Needles Services Agreement (“Second Amendment”) is entered into as of the 24 day of February, 2026, by and between the CITY OF NEEDLES, a California charter city and municipal corporation (“City”), and the NEEDLES AREA CHAMBER OF COMMERCE, a California nonprofit mutual benefit corporation (“Chamber”). The City and Chamber may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain City of Needles Services Agreement dated April 27, 2021 (“Agreement”), which was subsequently amended by the First Amendment dated October 10, 2023, attached hereto as Attachment A and incorporated herein by this reference; and

WHEREAS, pursuant to the First Amendment, the Parties modified, among other provisions, the Visitor Center operating hours to 10:00 a.m. to 3:00 p.m., Tuesday through Saturday; and

WHEREAS, in or about May 2024, staffing changes at the Visitor Center resulted in an informal adjustment by the Chamber to operating hours of 9:00 a.m. to 2:00 p.m., and subsequent observations indicated a higher volume of visitors arriving earlier in the day, leading to a further adjustment to 8:00 a.m. to 1:00 p.m. to better align with visitor demand; and

WHEREAS, the City’s Visitor Center Subcommittee (“Subcommittee”) met with the Chamber to review Visitor Center operations and analyze fourth quarter 2025 visitation data, including trends by day of the week and time of day, which reflected that the majority of visitation occurs before noon, with peak activity between 8:00 a.m. and 12:00 p.m., and comparatively lower visitation on Tuesdays and Wednesdays; and

WHEREAS, based on the Subcommittee’s recommendations and the Parties’ mutual desire to align operating hours with demonstrated visitor demand, the Parties now wish to formally amend the Visitor Center hours of operation; and

WHEREAS, Section 7.11 of the Agreement authorizes amendments by written agreement of the Parties.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. Amendment.

The Exhibit to the Agreement entitled “City of Needles Visitor Center – Staffing & Hours of Operation,” as previously amended, is hereby deleted in its entirety and replaced with the following:

CITY OF NEEDLES VISITOR CENTER
STAFFING & HOURS OF OPERATION

One (1) full-time employee shall staff the Needles Visitor Center for approximately forty (40) hours per week. The Visitor Center shall be open to the public as follows:

Monday:	8:00 am – 1:00 pm
Tuesday:	Closed
Wednesday:	Closed
Thursday:	8:00 am – 1:00 pm
Friday:	8:00 am – 1:00 pm
Saturday:	8:00 am – 1:00 pm
Sunday:	8:00 am – 1:00 pm

Operating hours may be adjusted as reasonably necessary to accommodate holidays, special events, and seasonal fluctuations, subject to coordination with the City.

The Chamber shall use commercially reasonable efforts to ensure the Visitor Center remains accessible to visitors during optimal and productive hours, based on visitation patterns and community needs. The Chamber shall coordinate with the City regarding any material changes to hours of operation.

The Visitor Center shall remain open on Halloween and Veterans Day, unless otherwise mutually agreed by the Parties.

The Chamber may utilize trained volunteers, including board members and community volunteers, to support operations. The Chamber may also collaborate with the Needles Unified School District to promote student volunteer opportunities consistent with applicable policies and supervision requirements.

SECTION 2. No Automatic Renewal.

Notwithstanding any provision of the Agreement to the contrary, this Second Amendment shall not create or imply any automatic renewal of the Agreement.

SECTION 3. Ratification.

Except as expressly modified by this Second Amendment, all terms and conditions of the Agreement, as previously amended, shall remain unchanged and in full force and effect. The Agreement, as amended by this Second Amendment, is hereby ratified and confirmed.

SECTION 4. Consideration.

The Parties acknowledge and agree that adequate and independent consideration supports the modifications set forth in this Second Amendment.

SECTION 5. Authority.

Each person executing this Second Amendment represents and warrants that he or she is duly authorized to execute this Second Amendment on behalf of the respective Party and that this Second Amendment constitutes a binding obligation of such Party in accordance with its terms.

SECTION 6. Counterparts.

This Second 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. Electronic signatures shall be deemed valid and binding to the fullest extent permitted by law.

SECTION 7. Governing Law and Venue

The Agreement, as amended by this Second Amendment, shall be governed by and construed in accordance with the laws of the State of California. Any legal action or proceeding arising out of or relating to this Second Amendment shall be brought exclusively in the state or federal courts located in San Bernardino County, California, and the Parties hereby consent to the jurisdiction and venue of such courts.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the City of Needles Services Agreement as of the date first written above.

CITY OF NEEDLES

NEEDLES AREA CHAMBER OF COMMERCE

By: _____
Name: Janet Jernigan
Title: Mayor

By: _____
Name: _____
Title: _____