



**Contract Number**

14-47 A-3

**SAP Number**

## Real Estate Services Department

<b>Department Contract Representative</b>	<u>Terry W. Thompson, Director</u>
<b>Telephone Number</b>	<u>(909) 387-5000</u>
<b>Contractor</b>	<u>City Of Needles</u>
<b>Contractor Representative</b>	<u>Patrick Martinez - City Manager</u>
<b>Telephone Number</b>	<u>(760)326-2115</u>
<b>Contract Term</b>	<u>02/11/2014- 03/31/2028</u>
<b>Original Contract Amount</b>	<u>\$259,533.90</u>
<b>Amendment Amount</b>	<u>\$135,951.68</u>
<b>Total Contract Amount</b>	<u>\$395,485.58</u>
<b>Cost Center</b>	<u>7810001000</u>
<b>GRC/PROJ/JOB No.</b>	<u>33003047</u>
<b>Grant Number (if applicable)</b>	<u></u>

**IT IS HEREBY AGREED AS FOLLOWS: *Amendment No. 3***

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 and the Second Amendment dated August 22, 2023, (collectively, the “Use Permit”), which Use Permit expired on October 24, 2025; and

**WHEREAS**, the County remained in occupancy of the premises under the same terms and conditions of the existing Use Permit Agreement for the period of October 25, 2025 through March 31, 2026, at a total cost of Twenty-Three Thousand Nineteen Dollars and Sixty-Eight Cents (\$23,019.68), while a new Use Permit amendment was being finalized by the parties; and

**WHEREAS**, the County and the City now desire to amend the Use Permit to extend the term for a period of two (2) years, commencing April 1, 2026 through March 31, 2028 (the “First Extended Term”), as more specifically set forth in this Third Amendment; and

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

1. 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 extended for two (2) additional years commencing on April 1, 2026 through March 31, 2028, unless earlier terminated in accordance with this Use Permit.”

2. 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 April 1, 2026, County shall pay monthly rent in the sum of \$4,636.00, 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 the number of days in the prorated month. County shall regularly maintain the heating, ventilation, and air conditioning (HVAC) system servicing the building, including, but not limited to, filters, electrical and mechanical repairs, and freon replacement due to leaks. County shall be responsible for all unit replacements, including 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 3%.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

4. 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: \_\_\_\_\_  
 SIGNED AND CERTIFIED THAT A COPY OF THIS  
 DOCUMENT HAS BEEN DELIVERED TO THE  
 CHAIRMAN OF THE BOARD

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

Lynna Monell  
 Clerk of the Board of Supervisors  
 San Bernardino County

Title City Manager  
*(Print or Type)*

By \_\_\_\_\_  
 Deputy

Dated: \_\_\_\_\_

Address 817 Third Street  
Needles, CA 92363

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
 ►  
 John Tubbs II, Deputy County Counsel  
 Date \_\_\_\_\_

Reviewed for Contract Compliance  
 ►  
 Date \_\_\_\_\_

Reviewed/Approved by Department  
 ►  
 John Gomez, Real Property Manager, RESD  
 Date \_\_\_\_\_