



Contract Number

09-1087 A5

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Jack S. Katzman Trust and Bernie and Sheila Barrad Bypass Trust</u>
Contractor Representative	<u>Jack Katzman, Trustee; Brian S. Barrad, Co-Trustee, Natalie A. Barrad</u>
Telephone Number	<u>(909) 886-4123</u>
Contract Term	<u>2/1/2010 – 05/31/2028</u>
Original Contract Amount	<u>\$1,459,663.51</u>
Amendment Amount	<u>\$327,639.13</u>
Total Contract Amount	<u>\$1,787,302.64</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>65002631</u>
Internal Order No.	<u></u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, COUNTY and LANDLORD have previously entered into Lease Agreement, Contract No. 09-1087, dated December 1, 2009, as amended by the First Amendment dated October 7, 2014, as amended by the Second Amendment dated March 20, 2018, as amended by the Third Amendment dated August 25, 2020, as amended by the Fourth Amendment dated April 25, 2023, (collectively, the "Lease"), wherein the Landlord leased certain premises, comprising approximately 4,000 square feet located at 2035 and 2037 North D Street, San Bernardino, California, as the Premises is more specifically set forth in the Lease, to the COUNTY for a term that expired on April 30, 2025; and has continued on a permitted month-to-month holdover, and,

WHEREAS, COUNTY and LANDLORD now desire to amend Lease to reflect the holdover period from May 1, 2025 through May 31, 2026 with LANDLORD's express consent, extend, following said holdover, the term of the Lease from June 1, 2026 through May 31, 2028 by exercising the remaining two-year option, adding an additional two-year option to extend the term, adjust the rental rate schedule, and amend certain other terms of the Lease as more specifically set forth in this amendment ("Fifth Amendment"); and,

WHEREAS, COUNTY and LANDLORD desire to amend the Lease to reflect a change in property ownership from ABO Enterprises, Inc., to Jack S. Katzman Trust and Bernie and Sheila Barrad Bypass Trust.

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

1. Effective May 19, 2026, change LANDLORD ownership from ABO Enterprises, Inc., to Jack S. Katzman Trust and Bernie and Sheila Barrad Bypass Trust, and update **PARAGRAPH 1 PARTIES** as follows:

“1. **PARTIES:** This lease ("Lease") is made between Jack S. Katzman Trust and Bernie and Sheila Barrad Bypass Trust ("LANDLORD"), and San Bernardino County ("COUNTY"), who agree as follows:”

2. Effective May 19, 2026, update **Paragraph 25 NOTICES, LANDLORD’S Address**, as follows:

“LANDLORD’S Address: Jack S. Katzman Trust, Bernie and Sheila Barrad Bypass Trust
Attention: Jack S. Katzman-Trustee,
Brian S Barrad- Co- Trustee,
Natalie A. Barrad- Co-Trustee
2130 N. Arrowhead Ave.
San Bernardino, Ca. 92405

3. Pursuant to **Paragraph 8, HOLDING OVER**, COUNTY shall, with LANDLORD's express consent granted herein, occupy the Premises on a holdover tenancy for the period from May 1, 2025 through May 31, 2026 at a monthly rental amount of \$8,571.01 per month for a total amount of \$111,423.13.

4. Effective June 1, 2026, pursuant to COUNTY's exercise of the existing extension option in **Paragraph 6, OPTION TO EXTEND TERM**, extend the term of the Lease as provided in **Paragraph 3, TERM**, for two (2) years from June 1, 2026, through May 31, 2028 (the "Fifth Extended Term").

5. Effective June 1, 2026, DELETE in its entirety the existing **Paragraph 4, RENT, Subsection A.**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT, Subsection A.:**

4. **RENT:**

A. COUNTY shall pay to LANDLORD the following monthly rental payments for the Premises in arrears no later than the last day of each month, commencing with the Fifth Extended Term and continuing for the duration of the Fifth Extended Term, as more specifically set forth below:

Lease Year	Monthly Rent	Total Annual Payments
June 1, 2026 – May 31, 2027	\$8,920.00	\$107,040.00
June 1, 2027 – May 31, 2028	\$9,098.00	\$109,176.00

B. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

6. Effective June 1, 2026, DELETE in its entirety the existing **Paragraph 6, OPTION TO EXTEND TERM**, and SUBSTITUTE therefore the following as a new **Paragraph 6, OPTION TO EXTEND TERM:**

“6. **OPTION TO EXTEND TERM:**

A. LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for one (1) two-year period ("extended

term") following the expiration of the current term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 8, HOLDING OVER**. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

B. If the Parties have been unable to agree on the fair market rental rate for the Premises within five (5) months of COUNTY's exercise of its option, said fair market rental rate shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration of the then current term of the Lease and the determination of the monthly rent for the Premises by arbitration, COUNTY shall continue to pay the monthly rent for the Premises in the amount due for the month immediately preceding expiration of the then current term of the Lease. If the fair market rental rate for the Premises is determined by arbitration and COUNTY does not, for any reason, agree with such determination, COUNTY shall have the right to terminate the Lease by providing LANDLORD with written notice not later than thirty (30) days after COUNTY's receipt of the arbitration-determined fair market rental rate. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration-determined fair market rental rate for the month immediately following COUNTY's receipt of said rate determination and for the duration of the then current term."

7. Effective May 19, 2026, DELETE in its entirety the existing **Paragraph 39. RESERVED** and SUBSTITUTE therefore the following as a new **Paragraph 39, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "F", LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** incorporated and attached herein, which shall read as follows:

39. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE**: LANDLORD has disclosed to the County using "Exhibit F" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Landlord's proposal to the County, or (2) 12 months before the date this Lease was approved by the Board of Supervisors. LANDLORD acknowledges that under Government Code section 84308, LANDLORD is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Lease.

In the event of a proposed amendment to this Lease, the LANDLORD will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LANDLORD or by a parent, subsidiary, or otherwise related business entity of LANDLORD.

8. 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 Fifth Amendment, the terms and conditions of this Fifth Amendment shall control.

9. This Fifth 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 Fifth Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Fifth 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 Fifth Amendment upon request.

END OF FIFTH AMENDMENT.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Jack S. Katzman, Trustee of the Jack S. Katzman
Trust and Brian S. Barrad and Natalie A. Barrad
Co-Trustees of the Bernie and Sheila Barrad
Bypass Trust

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

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

Name Jack S. Katzman
(Print or type name of person signing contract)

Title Trustee of the Jack S. Katzman Trust
(Print or Type)

Dated: _____

Address 2130 N. Arrowhead Ave.
San Bernardino, CA 92405

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

Name Brian S. Barrad

Title Co-Trustee of the Bernie and Sheila
Barrad Bypass Trust

Dated: _____

Address 2130 N. Arrowhead Ave
San Bernardino, Ca. 92405

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

Name Natalie A. Barrad

Title Co-Trustee of the Bernie and Sheila
Barrad Bypass Trust

Dated: _____

Address 2130 N. Arrowhead Ave

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 _____



Exhibit “F”
Levine Act –
Campaign Contribution Disclosure
(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County’s decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County’s decision on the matter; or (d) when the person/company’s agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County’s decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), “shared management and control” can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Landlord must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Landlord: ABO Enterprises Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Jack Katuman
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Jack Katuman
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Landlord:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<u>ABO Enterprises</u>	<u>Korynn Buchele</u>	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If yes, please provide the contribution information in Question 11.

10. Has an agent of Landlord made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If yes, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Landlord certifies that the statements made herein are true and correct. Landlord acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Landlord understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.