

October 13, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED FIRST AMENDMENT TO AGREEMENT 232-2021 WITH
FM BAKER, LLC AND YBG BAKER, LLC FOR DEPARTMENT OF HUMAN SERVICES LEASE OF
100 EAST CALIFORNIA AVENUE, IN BAKERSFIELD, TO EXTEND THE EARLY TERMINATION DATE
AND MEMORIALIZE MAINTENANCE OBLIGATIONS; S.D. #5
(Fiscal Impact: None)**

This letter is to request your Board approve the proposed First Amendment ("Amendment") to Lease Agreement 232-2021 ("Agreement") with FM Baker, LLC and YBG Baker, LLC (collectively, "Lessor") for the County's lease of 100 East California Avenue in Bakersfield ("Premises") for use by the Department of Human Services ("DHS"). The proposed Amendment extends the date by which the County may exercise its early termination right and clarifies the Lessor's repair and maintenance obligations, including a defined schedule for painting and carpet replacement.

The Amendment provides that the lobby and client areas will be painted every seven years, office areas will be painted every ten years and carpeting will be replaced every twelve years beginning in 2026 and finishing in 2027.

The General Services Division, in conjunction with the Planning and Natural Resources Department, has determined that approval of the proposed Amendment does not constitute an expansion of use beyond that previously granted and, and, accordingly, pursuant to Section 15301 of the California Environmental Quality Act (CEQA) Guidelines, is categorically exempt from further environmental review.

The attached Amendment has been approved as to content by the General Services Department, DHS, and Lessor, and approved as to form by the Office of County Counsel.

Therefore, IT IS RECOMMENDED that your Board: 1) make finding that the action is exempt from further CEQA review pursuant to Section 15301 of the State CEQA Guidelines; 2) approve the First Amendment to Agreement 232-2021 with FM Baker, LLC and YBG Baker, LLC to extend the County's early termination date and clarify and memorialize the Lessor's painting and flooring maintenance obligations and schedule; and 3) authorize the Chairman to sign.

Sincerely,

A blue ink signature of Michelle Burns-Lusich, consisting of stylized initials "MBL" followed by a long horizontal stroke.

Michelle Burns-Lusich
Chief General Services Officer

MBL:KAS:lw:kw:yz
Attachments
cc: County Administrative Officer

**FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR LEASE
OF 100 EAST CALIFORNIA AVE., BAKERSFIELD, CALIFORNIA**

(County of Kern – FM Baker, LLC and YBG Baker, LLC)

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR LEASE OF 100 EAST CALIFORNIA AVENUE, BAKERSFIELD, CALIFORNIA (“**First Amendment**”) made and entered into as of _____ (“**Execution Date**”), by and between the **COUNTY OF KERN**, a political subdivision of the State of California (“**County**”), and **FM BAKER, LLC**, a California limited liability company, and **YBG BAKER, LLC**, a Delaware limited liability company (**collectively, “Lessor”**). County and Lessor are referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

A. On April 27, 2021, under Kern County Agt. #232–2021 (“**Agreement**”), County and Lessor entered into an Amended and Restated Agreement for Lease of 100 East California Avenue in Bakersfield (“**Premises**”) for use by County’s Department of Human Services (“**DHS**”).

B. The Agreement provides for County’s right to terminate pursuant to **Section 2.c** and sets forth repair and maintenance obligations pursuant to **Section 12**.

C. The Parties now desire to amend the Agreement to (i) extend the date upon which County may exercise its right to terminate under **Section 2.c**, and (ii) clarify and supplement certain repair and maintenance obligations of Lessor under **Section 12.a**.

D. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

AGREEMENT:

1. Section 2c. “**Term: County’s Right to Terminate**” of the Agreement is hereby deleted in its entirety and restated as follows:

c. **County's Right to Terminate** – Provided that an uncured Event of Default does not then exist and there is no uncured Event of Default on the Early Termination Date (as defined below), commencing on the twenty-fourth (24th) anniversary of the Commencement Date, which is May 3, 2045, if reductions in funding to the Department of Human Services justify the material scaling back or complete closure of office space, County may give Lessor written notice of its intent to terminate this Agreement, which notice shall be accompanied by a certification from the County setting forth the specifics of such reductions in funding and justification for such scaling back or closure of office space. The termination shall be effective on the first day of the month following the sixth complete calendar month after the date such notice is received by Lessor (“**Early Termination Date**”).

2. **Section 12a, “Repair and Maintenance: In General,”** of the Agreement is hereby deleted in its entirety and restated as follows:

a. **In General** – Lessor, at its sole cost, shall maintain all structural portions of the Premises, exterior and interior, including roof, common areas, plumbing, air conditioning (including periodic changing of air conditioning filters), heating, electrical systems, exterior building and parking lot lighting fixtures (including ballast and lamp replacement of exterior building lighting and parking lot lighting), glass replacement (when breakage is precipitated from outside the Buildings), floor coverings, exterior and interior painting, pest control, landscaping, sprinklers, trash compactor, and maintenance and upkeep of parking areas. Lessor shall paint the lobby and client areas every seven (7) years. Lessor shall paint the office areas every ten (10) years. Lessor shall replace carpeting every twelve (12) years. Lessor will provide maintenance and repair of Solar Canopy/Carport system and their appurtenance.

3. **Current Maintenance Schedule:** The current maintenance schedule is attached hereto as **Schedule 3**.

4. **Exhibits:** All exhibits and schedules attached to this First Amendment are incorporated into this Agreement by reference.

5. **Ratification of Agreement:** Except as modified by this First Amendment, all terms and conditions of the Agreement as amended, shall be in full force and effect. All rights provided to County in this First Amendment are in addition to those provided in the Agreement and those provided by law.

6. **Authority to Execute:** Each of the individuals executing this First Amendment on behalf of Lessor and County represent and warrant that he or she is duly authorized to execute and deliver this First Amendment on behalf of Lessor or County, respectively, and that this First Amendment is binding upon Lessor and County, respectively, in accordance with its terms.

The Parties have executed this First Amendment on the Execution Date.

APPROVED AS TO CONTENT
Department of Human Services

By Lito Morillo
Lito Morillo, Director

COUNTY OF KERN

By _____
Chairman, Board of Supervisors
"County"

COUNTY ADMINISTRATIVE OFFICE

By Michelle Burns-Lusich
Michelle Burns-Lusich
Chief General Services Officer

FM BAKER, LLC,
a California limited liability company

By Franklin B. Mandel
Franklin B. Mandel, Manager
"Lessor"

APPROVED AS TO FORM
Office of County Counsel

By Joshua H. Rudnick
Joshua H. Rudnick, Deputy

YBG BAKER, LLC
a Delaware limited liability company

By Harold Kaufman
Harold Kaufman, Manager
"Lessor"

Schedule 3

Routine maintenance is currently scheduled as follows:

- a. Painting of the lobby: calendar year 2027
- b. Painting of the offices: calendar year 2027
- c. Carpeting of the lobby and client areas: third-quarter 2026 through 1st quarter 2027