



**EXECUTIVE COMMITTEE  
MEETING AGENDA**

**TIME:** 9:00 a.m.

**DATE:** Wednesday, January 8, 2025

**LOCATION:** **MARCH FIELD CONFERENCE ROOM**  
County of Riverside Administrative Center  
4080 Lemon Street, Third Floor, Riverside

**🌀 COMMITTEE MEMBERS 🌀**

Karen Spiegel, County of Riverside, District 2 – Chair  
Raymond Gregory, City of Cathedral City – Vice Chair  
Jeremy Smith, City of Canyon Lake – Second Vice Chair  
Lloyd White, City of Beaumont – Past Chair  
Wes Speake, City of Corona  
Linda Krupa, City of Hemet  
Brian Berkson, City of Jurupa Valley  
Jan Harnik, City of Palm Desert  
Chuck Washington, County of Riverside, District 3  
V. Manuel Perez, County of Riverside, District 4  
Yxstian Gutierrez, County of Riverside, District 5

**🌀 AREAS OF RESPONSIBILITY 🌀**

Reviews and makes final decisions on personnel issues  
and office operational matters.

*Comments are welcomed by the Committee. If you wish to provide comments to the Committee,  
please complete and submit a Speaker Card to the Clerk of the Board.*



# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

## **EXECUTIVE COMMITTEE MEETING AGENDA**

**9:00 A.M.**

**WEDNESDAY, JANUARY 8, 2025**

**County of Riverside Administrative Center  
March Field Conference Room  
4080 Lemon Street, Third Floor, Riverside**

*In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, [www.rctc.org](http://www.rctc.org).*

*In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in an Executive Committee meeting, please contact the Clerk of the Board at (951) 787-7141. Notification of at least 48 hours prior to meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.*

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENTS** - *Under the Brown Act, the Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration. Each individual speaker is limited to speak three (3) continuous minutes or less.*
- 5. ADDITIONS/REVISIONS** – *The Committee may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
- 6. APPROVAL OF THE MINUTES – DECEMBER 11, 2024, SPECIAL MEETING**

**7. LEASE AMENDMENT FOR ADDITIONAL OFFICE SUITE**

*Page 3*

***Overview***

This item is for the Committee to:

- 1) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute Agreement No. 03-12-018-03, with the County of Riverside (County) for the occupancy of the office suite located at 4080 Lemon Street, 11<sup>th</sup> floor, Riverside, California 92501 in a monthly amount of \$109,322 with an annual increase of three percent and estimated one-time tenant improvement cost of \$533,026.

**8. ADJOURNMENT**

# **AGENDA ITEM 6**

## **MINUTES**



# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

## **MINUTES EXECUTIVE COMMITTEE SPECIAL MEETING WEDNESDAY, DECEMBER 11, 2024**

### **1. CALL TO ORDER**

Chair Lloyd White called the meeting of the Executive Committee to order at 8:47 a.m. in the March Field Conference Room, 4080 Lemon Street, 3<sup>rd</sup> Floor, Riverside, CA 92501.

### **2. ROLL CALL**

#### **Members/Alternates Present**

Brian Berkson  
Raymond Gregory  
Linda Krupa  
Bob Magee  
Lisa Middleton  
V. Manuel Perez\*  
Wes Speake  
Karen Spiegel\*  
Chuck Washington  
Lloyd White

#### **Members Absent**

Yxstian Gutierrez

*\*Arrived after the meeting was called to order.*

### **3. PLEDGE OF ALLEGIANCE**

Chair White led the pledge of allegiance.

### **4. PUBLIC COMMENTS**

There were no requests to speak from the public.

### **5. ADDITIONS/REVISIONS**

There were no additions or revisions to the agenda.

### **6. APPROVAL OF THE MINUTES – DECEMBER 11, 2024, SPECIAL MEETING**

**M/S/C (Speake/Washington) to approve the special minutes of December 11, 2024, as submitted.**

At this time, Commissioners V. Manuel Perez and Karen Spiegel joined the meeting.

**7. CLOSED SESSION - EXECUTIVE DIRECTOR**

- 7A.** Public Employee Performance Evaluation  
Title: Executive Director

There were no announcements from the Closed Session.

**8. ADJOURNMENT**

There being no other items to be considered, the Executive Committee meeting adjourned at 9:29 a.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lisa Mobley".

Lisa Mobley  
Administrative Services Director/  
Clerk of the Board



# **AGENDA ITEM 7**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	January 8, 2025
<b>TO:</b>	Executive Committee
<b>FROM:</b>	Hector Casillas, Right of Way Manager John Tarascio, Senior Capital Projects Manager Lisa Mobley, Administrative Services Director/Clerk of the Board Erik Galloway, Project Delivery Director
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Lease Amendment for Additional Office Suite

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute Agreement No. 03-12-018-03, with the County of Riverside (County) for the occupancy of the office suite located at 4080 Lemon Street, 11<sup>th</sup> floor, Riverside, California 92501 in a monthly amount of \$109,322 with an annual increase of three percent and estimated one-time tenant improvement cost of \$533,026.

**BACKGROUND INFORMATION:**

On October 8, 2002, the County and the Commission entered into a lease agreement for an initial 10-year term pursuant to which the County leased to the Commission the 3<sup>rd</sup> floor annex of the County Administrative Center (CAC) located at 4080 Lemon Street consisting of 14,386 square feet. The monthly cost was \$2.08 per square foot with a two percent annual cost increase, for a monthly cost of \$29,922. In December 2012, the County and the Commission exercised the first amendment to extend the lease for an additional five-year period, at a monthly cost of \$2.12 per square foot with an annual cost increase of two percent, for a monthly cost of \$30,498. In December 2017, the County and the Commission entered a second amendment to extend the lease for an additional 10-year term and expand the office space to 19,270 square feet, at a monthly cost of \$2.73 per square foot with a three percent annual cost increase, for a monthly cost of \$52,607.

As the managing agency for the Western Riverside County Regional Conservation Authority (RCA) since January 1, 2021, the Commission also oversees the County lease for the RCA office consisting of 6,662 square feet, at a monthly cost of \$2.70 per square foot with a two percent annual increase. RCA currently contributes approximately \$216,000 per year towards the office lease. The RCA office is located at 3403 10<sup>th</sup> Street at the Riverside Centre building. The lease is currently in its third amendment and expires August 6, 2028.

With the Commission's approval of the latest organizational chart at its June 2024 meeting, maximum occupancy has been reached in the existing office footprint to accommodate RCTC's 84 budgeted positions and the 24 member Bechtel staff. While the two office building locations previously provided adequate working space, there are operational inefficiencies that can be resolved by co-locating staff into one building.


When advised that the Auditor Controller's Office (ACO) was considering relocating to new office space, Commission management expressed interest in leasing ACO's office space on the 11<sup>th</sup> Floor to resolve its space needs. The County Executive Office approved moving forward with negotiating a lease for the 11<sup>th</sup> floor with RCTC. Staff commenced negotiations with the County to amend the existing lease and terminate the Riverside Centre lease. Staff inspected the new office space and determined that it was sufficient to relocate some of the Commission and Bechtel staff mostly within its current configuration as well as provide flexibility for the Commission's near and long-term growth.

The proposed amended lease expands the square footage from 25,932 square feet to 38,816 square feet, at a new first year monthly cost of \$109,322, which equates to approximately \$2.82 per square foot, and will terminate the existing Riverside Centre lease once staff have moved into the CAC. The expanded space will also allow for RCTC programs to be teamed together which will generate agencywide efficiency.

Minor tenant improvements are necessary prior to occupying the 11<sup>th</sup> floor. These improvements include new paint, carpet, and up to six prefabricated modular offices for an estimated amount of \$533,026 in tenant improvements payable to the County. The County, as the lessor, will complete these tenant improvements under a purchase order. The tenant improvements are planned to be completed prior to Commission and Bechtel staff occupying the new office space. Funding for the lease payments and the tenant improvements was included in the Fiscal Year 2024/25 budget approved by the Commission in June 2024.

Eventually, more extensive tenant improvements will be necessary to meet the business needs of the Commission. These future improvements are likely to include construction of new offices, construction of meeting space, reconfiguration of cubicles, and replacement of furniture.

Staff recommends that the Executive Committee approve the draft lease amendment.

Financial Information				
In Fiscal Year Budget:	Yes	Year:	FY 2024/25 FY 2025/26+	Amount: \$38,730 Monthly lease increase \$533,30 Tenant Improvements \$1,311,860 Annual lease cost (excluding 3% annual increase)
Source of Funds:	Measure A, Local Transportation Fund administrative allocations, and RCA reimbursements		Budget Adjustment:	No
GL/Project Accounting No.:	001001 73001 00000 0001 101 12 73001 001001 90501 00000 0001 101 12 90501 516309 35110 526700		Lease expense Improvements Lease expense-RCA	
Fiscal Procedures Approved:			Date:	01/02/2025

Attachment: Draft Agreement No. 03-12-018-03



**THIRD AMENDMENT TO LEASE**

THIS **THIRD AMENDMENT TO LEASE** (Third Amendment) dated as of \_\_\_\_\_, is entered by and between **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (County), and **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a county transportation commission (Lessee). County and Lessee are hereinafter collectively referred to as the "Parties".

**RECITALS**

A. County and Lessee have entered into a lease, dated October 8, 2002, (the Original Lease) pursuant to which County has agreed to lease to Lessee and Lessee has agreed to lease from County space within that certain building located at 4080 Lemon Street, Third Floor, Annex, Riverside, California 92501, as more particularly described in Exhibit A of the Original Lease.

B. The Parties amended the Original Lease by that certain First Amendment to Lease dated December 18, 2012, between County and Lessee, whereby the Parties amended the Original Lease to extend the term and revise the amount of the annual rent increase.

C. The Parties amended the Original Lease by that certain Second Amendment to Lease dated March 27, 2018, between County and Lessee, whereby the Parties amended the Original Lease to extend the term, expand the square footage and revise the amount of the annual rent increase.

D. The Parties now desire to amend the Original Lease a third time to extend the term of the Lease and expand the square footage.

E. The Original Lease, First, Second, and this Third Amendment, are hereby collectively referred to as the Lease.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1 1. DEFINED. Section 2.2 of the Original Lease is hereby deleted in its entirety and  
2 replaced with the following:

3 2.2 Defined. The Premises shall consist of that certain portion of the Project,  
4 as defined herein, and as shown on Exhibit "A-1", including all improvements therein or  
5 to be provided by County under the terms of this Lease, and commonly known as 4080  
6 Lemon Street, 19,270 square feet of the Third Floor of the building known as the County  
7 Administrative Center Annex (RV1005), and 19,546 square feet of the Eleventh Floor, of  
8 the building known as the County Administrative Center Tower (RV0905), located in the  
9 City of Riverside, State of California, and generally described as office space consisting  
10 of approximately 38,816 square feet, including the common core areas, as shown on the  
11 floor plan attached as Exhibits "A1" and "A2". In addition, Lessee shall be entitled up to  
12 twelve (12) reserved and up to sixty-eight (68) unreserved total parking spaces, all of  
13 which shall be located in the parking structure adjacent to the County Administrative  
14 Center also known as 4090 Lemon Street, Riverside (RV1007). Lessee shall also be  
15 entitled to up to forty-two (42) unreserved parking spaces in the parking structure at 3535  
16 12<sup>th</sup> Street, Riverside (RV0993) or a nearby parking facility if RV0993 shall be  
17 unavailable in the future. Lessee has not been granted any easements of light, air, or  
18 access. Lessee's rights are limited to the use and occupancy of the Premises and the  
19 right to use the Common Areas, as defined herein, as they may exist from time to time,  
20 all subject to the terms, covenants, conditions, and provisions of this Lease. The  
21 Premises, the building, the Common Areas, the land upon which they are located, along  
22 with all other buildings and improvements thereon, are herein collectively referred to as  
23 the "Project".

24 2. RENT. Section 5.1 of the Original Lease is deleted and replaced with the  
25 following:

26 Lessee shall pay the sum of One Hundred Nine Thousand Three Hundred  
27 Twenty-One Dollars and seventy-eight cents (\$109,321.78) per month to County as rent  
28 (Rent) for consideration and occupancy of the Premises, payable, in advance, on the



1 first day of the month; provided, however, in the event Rent is owing which is for less  
2 than one (1) full calendar month, said Rent shall be pro-rated based upon the actual  
3 number of days of said month.

4 3. Lessee shall appropriate adequate funding and contract using the form in Exhibit  
5 "A3" for any Tenant Improvements in the Premises through the County's Facilities  
6 Management Project Management Office. Lessee shall adhere to Section 10 of the  
7 Lease regarding Alterations and Additions.

8 4. EXHIBITS "A1," "A2," and "A3. Exhibit "A-1" of the Original Lease is hereby  
9 replaced with Exhibits "A1" and "A2" attached hereto. Exhibit "A3" is hereby added by  
10 this Amendment.

11 5. CAPITALIZED TERMS: THIRD AMENDMENT TO PREVAIL. Unless defined  
12 herein or the context requires otherwise, all capitalized terms herein shall have the  
13 meaning defined in the Original Lease, as heretofore amended. The provisions of this  
14 Third Amendment shall prevail over any inconsistency or conflicting provisions of the  
15 Original Lease.

16 6. MISCELLANEOUS. Except as amended or modified herein, all the terms of the  
17 Original Lease shall remain in full force and effect and shall apply with the same force  
18 and effect. Time is of the essence in this Third Amendment and the Original Lease and  
19 each and all their respective provisions. Subject to the provisions of the Original Lease  
20 as to assignment, the agreements, conditions and provisions herein contained shall  
21 apply to and bind the heirs, executors, administrators, successors and assigns of the  
22 Parties hereto. If any provisions of this Third Amendment or the Original Lease shall be  
23 determined to be illegal or unenforceable, such determination shall not affect any other  
24 provision of the Original Lease and all such other provisions shall remain in full force and  
25 effect. The language in all parts of the Original Lease shall be construed according to its  
26 normal and usual meaning and not strictly for or against either County or Lessee. Neither  
27 this Third Amendment, nor the Original Lease, nor any notice nor memorandum  
28 regarding the terms hereof, shall be recorded by Lessee.

1 7. EFFECTIVE DATE. This Third Amendment to Lease shall not be binding or  
2 consummated until its approval by the Riverside County Board of Supervisors and fully  
3 executed by the Parties.

4  
5 (Signatures on Next Page)  
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1 IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first  
2 written above.

3  
4 **Dated:** \_\_\_\_\_

5  
6 **COUNTY:**  
7 COUNTY OF RIVERSIDE, a political  
8 subdivision of the State of California

**LESSEE:**  
RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION, a county transportation  
commission

9 By: \_\_\_\_\_  
10 V. Manuel Perez, Chairman  
11 Board of Supervisors

By: \_\_\_\_\_  
Aaron Hake, Executive Officer

Approval as to form:

12 By: \_\_\_\_\_  
13 RCTC General Counsel  
14 Best Best & Krieger LLP

15 **ATTEST:**  
16 Kimberly A. Rector  
17 Clerk of the Board

18 By: \_\_\_\_\_  
19 Deputy

20 **APPROVED AS TO FORM:**  
21 Minh Tran  
22 County Counsel

23 By: \_\_\_\_\_  
24 Ryan Yabko  
25 Deputy County Counsel



DIVISION  
OF  
SPACE  
MANAGEMENT

**RV1005  
Riverside CAC Annex**

4080 Lemon St., Riverside, CA.

SHEET TITLE:

3rd Floor  
Space Exhibit

REVISIONS

NO.	DESCRIPTION	DATE

FILE: RV1005-3rd Flr-Space Plan-20171212.dwg

PROJECT NO:

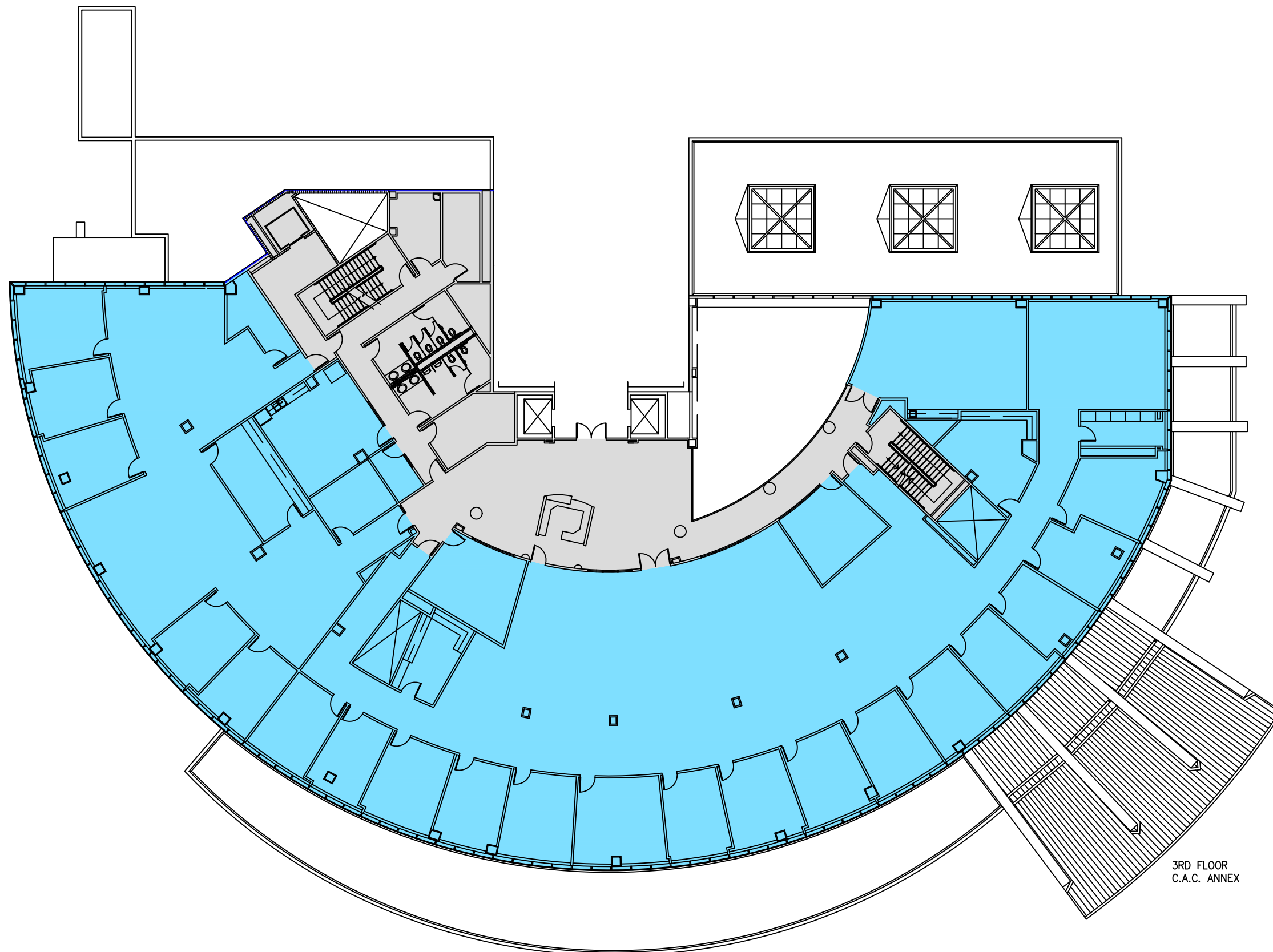
DRAWN BY: B.H.

DATE: 12/20/2017

SCALE: N/A

SHEET:

SP-1



SPACE MANAGEMENT LEGEND	
OCCUPANCY	SQ. FT.
Common Core	3,661
Riverside County Transportation Commission	15,609
Total	19,270

**EXHIBIT  
A1**



Prepared  
by  
**SPACE  
MANAGEMENT**

**RV0905  
Riverside CAC**

4080 Lemon St, Riverside, CA

SHEET TITLE:

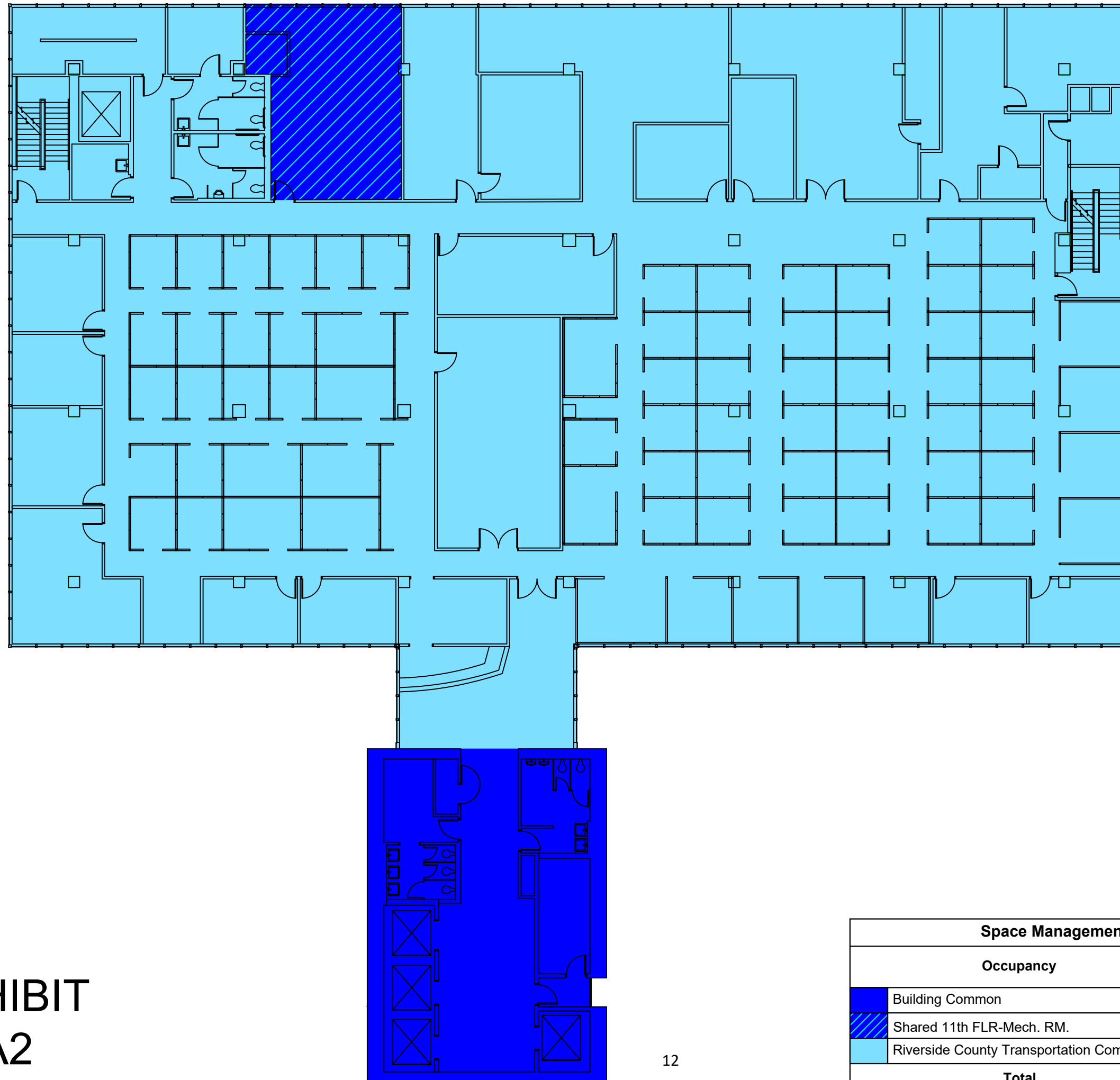
**11th Floor  
Space Exhibit**

**REVISIONS**

NO.	DESCRIPTION	DATE

FILE: RV0905\_11th FLR\_SP-20230524.dwg

PROJECT NO:	SHEET:
DRAWN BY:	SP-11
DATE: 5/24/2023	
SCALE: N/A	



**EXHIBIT  
A2**

**Space Management Legend**

Occupancy	Actual Sq. Ft.	Assigned Sq. Ft.
Building Common	1,930	--
Shared 11th FLR-Mech. RM.	664	325.77
Riverside County Transportation Commission	17,348	19,220.40
<b>Total</b>	<b>19,942</b>	<b>19,546.17</b>

**EXHIBIT A-3  
WORK LETTER AGREEMENT**

County and Lessee execute this Work Letter Agreement (“Agreement”) simultaneous with the execution of the Third Amendment to the Lease (the “Third Amendment”) covering those certain premises located at 4080 Lemon Street, Riverside, California, 11<sup>th</sup> Floor, as more particularly described in **Exhibits A and A-1** to the Lease (the “Premises”).

To induce Lessee to enter into the Third Amendment (which is hereby incorporated by reference to the extent that the provisions of this Agreement may apply thereto) and in consideration of the mutual covenants hereinafter contained, County and Lessee mutually agree as follows:

1. DEFINITIONS. Unless otherwise defined in this Agreement, the capitalized terms used herein shall have the meaning assigned to them in the Third Amendment and underlying lease.

2. REPRESENTATIVES. County hereby appoints Supervising Facilities Project Manager as County’s representative to act for County in all matters covered by this Agreement. Lessee hereby appoints Senior Capital Projects Manager as Lessee’s representative to act for Lessee in all matters covered by this Agreement. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Agreement shall be related to County’s representative or Lessee’s representative, as the case may be. Lessee will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of County, including County’s architects, engineers, and contractors or any of their agents or employees, with regard to matters covered by this Agreement. Either County or Lessee may change its representative at any time by written notice to the other.

3. LESSEE SPACE PLAN. County and Lessee hereby approve the preliminary space layout plan for the Premises (the “Lessee Space Plan”) attached to the Third Amendment as **Exhibit A-1**.

4. LESSEE IMPROVEMENTS. County shall provide at Lessee’s expense, in the amount of FIVE HUNDRED THIRTY-THREE THOUSAND AND TWENTY-SIX AND NO/100’S DOLLARS (\$533,026.00), Building improvements [i.e., **standard repainting and recarpeting in the Premises, and cleaning of vinyl clay tile in the break area**] identified on the Lessee Space Plan, prior to the Commencement Date (the “Lessee Improvements”).

5. SUBSTITUTIONS OR CREDITS. Notwithstanding any other provision of this Agreement, Lessee acknowledges that County requires that the Premises and the Lessee Improvements meet the specifications set forth on **Exhibit A-3** attached to the Third Amendment and by this reference made a part hereof. In order to preserve uniformity and the construction standards of the Building, Lessee shall be entitled to make no substitutions or alterations to the specifications set forth in **Exhibit A-3** to the Third Amendment.

6. COMPLETION AND RENTAL COMMENCEMENT DATE. Lessee's obligation for the payment of rent pursuant to the Third Amendment will commence on the Effective Date as set forth in the Third Amendment.

7. PUNCHLIST PROCEDURE. Following County's substantial completion of the Lessee Improvements, County and Lessee shall inspect the Premises and jointly prepare a punchlist of agreed upon items of construction remaining to be completed by County. For purposes of the Third Amendment, this Work Letter Agreement, County's substantial completion of the Lessee Improvements shall be deemed to occur when County, in the good faith exercise of its discretion, notifies Lessee that the Lessee Improvements to be done by County are substantially complete. County shall complete the items (except any long-lead items) set forth in the punchlist within thirty (30) days after the preparation of the punchlist.

8. CHANGE ORDERS. Lessee may authorize changes in the work during construction only by written instructions to County's representative on a form approved by County. Also, such changes will be subject to County's prior written approval. Before commencing any change, County will prepare and deliver to Lessee, for Lessee's approval, the change order setting forth the cost of such change, which will include associated architectural, engineering and construction fees, if any. If Lessee fails to approve such change order within three (3) days, Lessee will be deemed to have withdrawn the proposed change and County will not proceed to perform that change. If Lessee timely approves such change order, Lessee will within ten (10) days of substantial completion of the Lessee Improvements pay to County any amounts payable by Lessee in connection with the change orders provided in this Paragraph.

9. ACCESS TO PREMISES PRIOR TO DELIVERY. County shall allow Lessee and its contractors to enter the Premises at reasonable times prior to the Effective Date to permit Lessee to install its cabling for telephone, computers, work stations and security system, or other work, if any; provided, however, that prior to such entry into the Premises, Lessee shall provide evidence reasonably satisfactory to County that the insurance required to be carried by Lessee under Paragraph 11 ("Insurance") of the underlying lease shall be in full force and effect at the time of such entry. Lessee and its representatives shall not interfere with County or County's contractor in completing the work required of County under this Agreement and Lessee and its representatives shall be subject to all directives of County and County's contractors in connection with such entry as well as the use of the Building's common areas, restrooms, elevators, truck loading areas and other facilities. Lessee expressly agrees that its contractors shall not play radios, smoke cigarettes, leave trash in the Premises or park their motor vehicles in any portion of the Building's parking lot, except in the area designated by County for such vehicles. Prior to the commencement of any construction in the Premises, Lessee shall provide County's representative a proposed work schedule for Lessee's contractors and other representatives, which schedule shall be subject to County's reasonable approval.

Lessee agrees that County shall not be liable in any way for any injury, loss or damage which may occur to any of Lessee's property placed upon or installed in the Premises prior to the Effective Date, the same being at Lessee's sole risk, and Lessee shall be liable for all injury, loss or damage to persons or property arising as a result of such entry of the Premises by Lessee or its representatives.

10. ALTERATIONS. Any alterations or improvements desired by Lessee after County's delivery of the Premises shall be subject to the provisions of Paragraph 10 ("Alterations") of the underlying lease.

As an exhibit to the Third Amendment to the Lease, this Work Letter Agreement is effective upon the execution of the Third Amendment to the Lease ("Effective Date").