



## **VALLEY TRANSPORTATION SERVICES**

### **BOARD OF DIRECTORS MEETING AGENDA**

**10:00 A.M., WEDNESDAY, JUNE 15, 2016**

**OMNITRANS' METRO FACILITY  
1700 WEST 5<sup>TH</sup> STREET  
SAN BERNARDINO, CA 92411**

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**THIS MEETING IS AVAILABLE BY TELECONFERENCE AT THE FOLLOWING LOCATIONS AND WILL BE CONDUCTED IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(B).**

**CITY OF CHINO HILLS, 14000 CITY CENTER DRIVE, CHINO HILLS, CA 91709  
CITY OF ONTARIO, 303 EAST B STREET, ONTARIO, CA 91764**

**THESE LOCATIONS ARE ACCESSIBLE TO THE PUBLIC AND MEMBERS OF THE PUBLIC MAY ADDRESS THE COMMITTEE FROM THE TELECONFERENCE LOCATIONS.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment of Items Not on the Agenda\*
5. Comments by Board Members
6. Consent Calendar
  - a. Approve Minutes of May 18, 2016, Board Meeting - Page 3
  - b. Receive and file Financial Statements through May 31, 2016 – Page 6
  - c. Approve Transfer of Title - Three Accessible Vehicles from VTrans to Omnitrans – Page 20
7. CEO Report
  - a. Receive update
8. Manager Report
  - a. Receive update by Programs Administrator

9. Discussion Items

- a. Approve Contract for Legal Services with Renne Sloan Holtzman Sakai LLP - Page 21
- b. Approve Termination - VTrans' 403(b) Retirement Plan – Page 45

10. Closed Session: Conference with Real Property Negotiator

Property: 299 W. Foothill Boulevard, Suite 202, Upland

Negotiator: Jennifer Gore

Under Negotiation: Termination of existing lease

11. Report Out Action from Closed Sessions

12. Adjourn

\*Pursuant to the Brown Act, the public has an opportunity to speak on any matter on the agenda, or to any matter not on the agenda within the subject matter jurisdiction of the agency. Comments are limited to no more than 3 minutes per speaker, unless modified by the Board Chair. By law, no action may be taken on any item raised during public comment on items not on the agenda, although informational answers to questions may be given and matters may be referred to staff for placement on a future agenda of the agency. Note: The Board may take action on any matter, however listed on this Agenda, and whether or not listed on this Agenda, to the extent permitted by applicable law.

The Board of Directors meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or Limited English Proficiency services are needed in order to participate in the public meeting, requests should be made through the Board Secretary at least three (3) business days prior to the Board Meeting. The Board Secretary's telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY). If you have comments about items on the agenda or other general concerns and are not able to attend the meeting, please mail them to Omnitrans at 1700 West Fifth Street, San Bernardino, California, Attention Board Secretary. Comments may also be submitted by email to [BoardSecretary@omnitrans.org](mailto:BoardSecretary@omnitrans.org).

**DATE: June 15, 2016**  
**TO: Valley Transportation Services Board of Directors**  
**FROM: P. Scott Graham, CEO**  
**RE: Minutes of the May 18, 2016 Board Meeting**

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## MINUTES

1. Call to Order and Pledge of Allegiance– meeting called to order at 10:00 a.m. by Board Chairman Sam Spagnolo.

2. Roll Call

Directors Present

Jacquelin Amsler  
Penny Lilburn  
John Roberts  
Sam Spagnolo

Directors Teleconferencing

Ed Graham

Directors Absent

Dennis Hansberger  
Alan Wapner

Legal Counsel

Jennifer Gore

Others Present

Jessica Jacquez – Interim CEO  
Kimberly Perez – Programs Administrator  
P. Scott Graham – Omnitrans  
Marge Ewing – Omnitrans  
Don Walker -- Omnitrans  
Vicki Dennett – Omnitrans

3. Public Comment for Items not on the Agenda

None.

4. Comments by Board Members

None.

5. a. Approve Minutes\*\*Page 2

Motion by Director Roberts, seconded by Director Amsler, that approved the March 16, 2016 minutes. Unanimously approved, with the exception of Member Graham, who abstained.

- b. Approve Amendment No. 1 to Separation Agreement with Former CEO\*\*Page 5

Motion by Director Roberts, seconded by Director Graham, that approved Amendment No. 1 to Separation Agreement with Former CEO. Unanimously approved.

- c. Receive and file Financial Statements through April 30, 2016

This item was received and filed.

6. Administrative Agreement\*\*Page 8

Approve Revised Administrative Agreement with Omnitrans.

Motion by Director Graham, seconded by Director Roberts, that approved the revised Administrative Agent Agreement with Omnitrans. Unanimously approved.

7. Fiscal Year 2016-2017 Budget\*\*Page 34

Approve the Fiscal Year 2016-2017 Budget.

Motion by Director Lilburn, seconded by Director Amsler, that approved the Fiscal Year 2016-2017 Budget, to include an adjustment for legal services to bring the total to \$50,000. Unanimously approved.

8. Assignment of Community Partner Funding Agreements and Leases to Omnitrans\*\*Page 43

- a. Approve Assignment of Funding Agreements to Omnitrans and Authorize Execution of Agreements

Motion by Director Roberts, seconded by Director Amsler, that approved the assignment of Funding Agreements to Omnitrans and authorize the Board Chair and/or CEO to execute the agreements. Unanimously approved.

9. Check Signing Policy\*\*Page 44

- a. Approve revisions to the Check Signing Policy  
b. Adopt Resolution 16-603

Motion by Director Graham, seconded by Director Roberts to:

- a. Approve revisions to the Check Signing Policy; and  
b. Adopt Resolution 16-03.

Unanimously Approved.

The Board adjourned to Closed Session at 10:16 a.m.

10. Closed Session: Conference with Real Property Negotiator  
Property: 299 W. Foothill Blvd., Suite 202, Upland  
Negotiator: Jennifer Gore  
Under Negotiation: Termination of existing lease

11. Closed Session: Appointment of New Chief Executive Officer (Gov. Code §54957 (b) (1))
12. Closed Session: Terminate Contract with Existing Chief Executive Officer (Gov. Code, §54957 (b) (1))
13. Report Out Action from Closed Sessions

Open Session reconvened at 10:32 a.m. with the announcement that effective immediately, Omnitrans CEO/General Manager P. Scott Graham would now serve as the VTrans Chief Executive Officer.

14. Adjourn – Meeting adjourned at 10:35 a.m.

Approved on June 15, 2016

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Sam Spagnolo, Chair

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Jacquelin Amsler, Secretary of the Board

Valley Transportation Services  
**Balance Sheet**  
As of May 31, 2016

	May 31, 16
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
101001 · Checking-Bank of the West	54,729.04
101002 · Bank of the West Money Market	116,833.77
101006 · Citizens Bank	251,933.68
101007 · Chase Investment Account	1,146,045.92
101008 · Chase ACH Debit Checking	1,679,378.53
<b>Total Checking/Savings</b>	3,248,920.94
<b>Accounts Receivable</b>	
102001 · Accounts Receivable	85,756.25
<b>Total Accounts Receivable</b>	85,756.25
<b>Other Current Assets</b>	
103000 · Inventory	
103001 · Inventory-Parts/Fluids	5,501.29
103005 · Inventory-Cores	130.43
<b>Total 103000 · Inventory</b>	5,631.72
<b>Total Other Current Assets</b>	5,631.72
<b>Total Current Assets</b>	3,340,308.91
<b>Fixed Assets</b>	
111001 · Grant Fixed Assets	
1110012 · G- Furniture and Shop Equipment	2,806.92
1110018 · G- Leashold Improvements	2,928.01
111001 · Grant Fixed Assets - Other	1,074.60
<b>Total 111001 · Grant Fixed Assets</b>	6,809.53
111002 · Non-Grant Fixed Assets	
1110021 · NG - Computer Equipment	24,436.93
1110022 · NG-Furniture & Shop Equip	150,946.82
1110025 · NG-Vehicles	35,140.77
1110028 · NG-Leashold Improvements	228,327.25
<b>Total 111002 · Non-Grant Fixed Assets</b>	438,851.77
111004 · Acc Depr Non-Grant Equipment	-72,039.00
<b>Total Fixed Assets</b>	373,622.30
<b>Other Assets</b>	
152001 · Security Deposits	8,605.43
161001 · 457 Deferred Compensation Trust	76,422.58
<b>Total Other Assets</b>	85,028.01
<b>TOTAL ASSETS</b>	<b>3,798,959.22</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
201001 · Trade Accounts Payable	13,528.51
<b>Total Accounts Payable</b>	13,528.51
<b>Other Current Liabilities</b>	
202002 · Accrued Vacation	2,129.09
203000 · Sales & Use Tax Payable	
203001 · Sales Tax Payable	3,915.18
203002 · Use Tax Payable	154.03
<b>Total 203000 · Sales &amp; Use Tax Payable</b>	4,069.21

**Valley Transportation Services**  
**Balance Sheet**  
**As of May 31, 2016**

	<b>May 31, 16</b>
203003 · New Tire Usage Tax Payable	55.08
<b>Total Other Current Liabilities</b>	<b>6,253.38</b>
<b>Total Current Liabilities</b>	<b>19,781.89</b>
<b>Long Term Liabilities</b>	
221001 · Long-Term Lease/Notes Payable	
2210011 · Capital Lease - Kyocera Copier	839.47
<b>Total 221001 · Long-Term Lease/Notes Payable</b>	<b>839.47</b>
230001 · 457 Deferred Comp Trust Payable	76,422.58
<b>Total Long Term Liabilities</b>	<b>77,262.05</b>
<b>Total Liabilities</b>	<b>97,043.94</b>
<b>Equity</b>	
320000 · Unrestricted Reserves	4,278,777.45
320010 · Committed Reserves	1,635,578.00
320011 · Operating Reserve	750,000.00
Net Income	-2,962,440.17
<b>Total Equity</b>	<b>3,701,915.28</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>3,798,959.22</b>

**Valley Transportation Services**  
**A/R Aging Summary**  
**As of May 31, 2016**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
IRC	0.00	0.00	2,540.00	0.00	0.00	2,540.00
ISS	0.00	118.83	0.00	35.91	0.00	154.74
MARTA	0.00	0.00	1,267.80	1,391.92	0.00	2,659.72
Omni Trans	0.00	6,176.23	12,029.89	21,204.20	36,311.46	75,721.78
ONTARIO POMONA ARC	0.00	3,013.41	0.00	0.00	0.00	3,013.41
ONTARIO/MONTCLAIR YMCA	0.00	341.13	0.00	987.09	52.56	1,380.78
Victor Valley Transit Authority	0.00	0.00	0.00	0.00	285.82	285.82
<b>TOTAL</b>	<b><u>0.00</u></b>	<b><u>9,649.60</u></b>	<b><u>15,837.69</u></b>	<b><u>23,619.12</u></b>	<b><u>36,649.84</u></b>	<b><u>85,756.25</u></b>



**Valley Transportation Services**  
**A/P Aging Summary**  
 As of June 10, 2016

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Edwards Office Systems	359.98	0.00	421.20	0.00	0.00	781.18
Elizabeth White	65.88	0.00	0.00	0.00	0.00	65.88
Frontier Communications	716.00	0.00	0.00	0.00	0.00	716.00
Gloria Catalan	277.02	0.00	0.00	0.00	0.00	277.02
Kimberly Perez	19.98	0.00	0.00	0.00	0.00	19.98
Marcus Garcia	27.56	0.00	0.00	0.00	0.00	27.56
OPARC	0.00	0.00	6,544.51	0.00	0.00	6,544.51
PVW	0.00	0.00	5,156.12	0.00	0.00	5,156.12
Ruby Sulca	300.24	0.00	0.00	0.00	0.00	300.24
<b>TOTAL</b>	<b><u>1,766.66</u></b>	<b><u>0.00</u></b>	<b><u>12,121.83</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>13,888.49</u></b>

# Valley Transportation Services

## Profit & Loss Budget Performance - Operating Fund

### May 2016

	May 16	Budget	\$ Over Budget	Jul '15 - May 16	YTD Budget	\$ Over Budget	Annual Budget
Income							
407007 • Other Income	0.00			671.48	0.00	671.48	0.00
409001 • Measure I							
409002 • Measure I OP Revenue	0.00	59,566.00	-59,566.00	664,819.07	655,226.00	9,593.07	714,800.00
Total 409001 • Measure I	0.00	59,566.00	-59,566.00	664,819.07	655,226.00	9,593.07	714,800.00
414001 • Interest Income	0.00	508.00	-508.00	4,294.22	5,588.00	-1,293.78	6,100.00
Total Income	0.00	60,074.00	-60,074.00	669,764.77	660,814.00	8,970.77	720,900.00
Expense							
514050 • Measure I Refund	0.00			3,034,817.00			
501001 • Payroll	100,408.28	17,566.00	82,840.28	285,953.31	193,226.00	92,727.31	210,800.00
502001 • Payroll Taxes - Employer	6,522.58	1,383.00	5,139.58	21,154.00	15,213.00	5,941.00	18,600.00
502002 • Workers Comp	1,007.07	241.00	766.07	2,838.99	2,681.00	187.99	2,800.00
502003 • Medical Expense	-131.92	2,100.00	-2,231.92	10,152.96	23,100.00	-12,947.14	25,200.00
502005 • Employer Pension Costs	0.00	2,000.00	-2,000.00	9,855.76	22,000.00	-12,144.24	24,000.00
502007 • Employee Benefit-Insurance	0.00	533.00	-533.00	3,245.54	5,863.00	-2,617.46	6,400.00
503001 • Professional Services							
5030011 • Accounting Services	0.00	4,291.00	-4,291.00	38,527.68	47,201.00	-8,673.32	51,500.00
5030012 • Consulting Services	88,021.62	2,083.00	85,938.62	124,774.83	22,913.00	101,861.83	25,000.00
5030013 • Legal Services	0.00	4,291.00	-4,291.00	37,062.58	47,201.00	-10,138.42	51,500.00
5030015 • Marketing Services	0.00	833.00	-833.00	0.00	9,163.00	-9,163.00	10,000.00
Total 503001 • Professional Services	88,021.62	11,498.00	76,523.62	200,365.09	126,478.00	73,887.09	138,000.00
503002 • Payroll Processing Services	491.78	583.00	-91.22	6,107.47	6,413.00	-305.53	7,000.00
503003 • Bank Fees	0.00			36.00			
503005 • Facility							
5030051 • Facility Rent	3,726.50	3,683.00	43.50	32,682.24	40,513.00	-7,830.76	44,200.00
5030052 • Facility Repair	0.00	166.00	-166.00	0.00	1,826.00	-1,826.00	2,000.00
5030053 • Facility - Alarm/Security	0.00	41.00	-41.00	285.40	451.00	-165.60	500.00
Total 503005 • Facility	3,726.50	3,890.00	-163.50	32,967.64	42,790.00	-9,822.36	46,700.00
503006 • Community Service							
50300621 • Scholarships	0.00	2,083.00	-2,083.00	1,084.31	22,913.00	-21,828.69	25,000.00
Total 503006 • Community Service	0.00	2,083.00	-2,083.00	1,084.31	22,913.00	-21,828.69	25,000.00
504008 • Office Supplies	0.00	191.00	-191.00	1,516.31	2,101.00	-584.69	2,300.00
504009 • Postage	0.00	36.00	-36.00	304.00	396.00	-92.00	440.00
505001 • Telephone	189.85	258.00	-68.15	4,037.88	2,838.00	1,199.88	3,100.00
506001 • Insurance Premiums	0.00	858.00	-858.00	10,450.00	9,438.00	1,012.00	10,300.00
506021 • Computer Supp. Serv. & Software	159.13	533.00	-473.87	3,539.40	6,963.00	-3,423.60	7,600.00
506032 • Minor Equip & Office Furniture	0.00	75.00	-75.00	974.52	825.00	149.52	910.00
507001 • Tax/License/Dues/Permits	0.00	20.00	-20.00	160.00	220.00	-60.00	250.00
509001 • Travel							
5090011 • Board Travel	0.00	1,250.00	-1,250.00	1,762.78	13,750.00	-11,987.22	15,000.00
5090012 • Staff Travel	0.00	833.00	-833.00	0.00	9,163.00	-9,163.00	10,000.00
5090013 • Employee Mileage Reimbursement	122.26	216.00	-93.74	791.22	2,376.00	-1,584.78	2,600.00
Total 509001 • Travel	122.26	2,299.00	-2,176.74	2,554.00	25,289.00	-22,735.00	27,600.00
509002 • Professional Development	0.00	833.00	-833.00	1,764.55	9,163.00	-7,398.45	10,000.00
509005 • Dues & Memberships	95.00	416.00	-321.00	2,170.00	4,576.00	-2,406.00	5,000.00
511001 • Interest Expense	0.00	25.00	-25.00	62.00	275.00	-213.00	300.00
512002 • Equipment Rental	0.00	83.00	-83.00	0.00	913.00	-913.00	1,000.00
513002 • Depreciation-Non Grant Equip	0.00	621.00	-621.00	5,592.75	6,831.00	-1,238.25	7,457.00
514001 • Miscellaneous	138.72	833.00	-694.28	3,873.39	9,163.00	-5,289.61	10,000.00
60000 • Overhead Applied	0.00			-87,561.58			
Total Expense	200,748.87	49,058.00	151,690.87	3,558,004.19	539,638.00	3,018,366.19	588,857.00
Net Income	-200,748.87	11,016.00	-211,764.87	-2,888,219.42	121,176.00	-3,009,395.42	132,043.00

# Valley Transportation Services

## Profit & Loss Budget Performance - Maintenance Dept.

May 2016

	May 16	Budget	\$ Over Budget	Jul '15 - May 16	YTD Budget	\$ Over Budget	Annual Budget
<b>Income</b>							
407002 - Maintenance Service Revenue	0.00	7,766.00	-7,766.00	55,595.00	85,426.00	-29,831.00	93,200.00
4070023 - Inspection Revenue - Comm Prtnr	0.00			12,980.00			
4070021 - Community Partner Serv. Revenue	0.00			41,562.00			
4070022 - Other Maintenance Serv. Revenue	0.00			1,053.00			
407002 - Maintenance Service Revenue - Other	0.00	7,766.00	-7,766.00	0.00	85,426.00	-85,426.00	93,200.00
<b>Total 407002 - Maintenance Service Revenue</b>	<b>0.00</b>	<b>7,766.00</b>	<b>-7,766.00</b>	<b>55,595.00</b>	<b>85,426.00</b>	<b>-29,831.00</b>	<b>93,200.00</b>
<b>407003 - Maintenance Parts Revenue</b>	<b>0.00</b>	<b>1,558.00</b>	<b>-1,558.00</b>	<b>37,220.06</b>	<b>17,138.00</b>	<b>-17,138.00</b>	<b>18,700.00</b>
4070031 - Maint. Parts Revenue-Comm Prtnr	0.00			341.47			
4070032 - Maint. Parts Revenue-Other	0.00	1,558.00	-1,558.00	0.00			
407003 - Maintenance Parts Revenue - Other	0.00	1,558.00	-1,558.00	37,561.53	17,138.00	20,423.53	18,700.00
<b>Total 407003 - Maintenance Parts Revenue</b>	<b>0.00</b>	<b>1,558.00</b>	<b>-1,558.00</b>	<b>37,561.53</b>	<b>17,138.00</b>	<b>20,423.53</b>	<b>18,700.00</b>
4070034 - Maint Revenue-Outside Services	0.00	25.00	-25.00	290.00	275.00	15.00	300.00
407007 - Other Income	0.00			25.75			
<b>409001 - Measure I</b>	<b>0.00</b>	<b>11,058.00</b>	<b>-11,058.00</b>	<b>123,330.12</b>	<b>121,638.00</b>	<b>1,692.12</b>	<b>132,700.00</b>
409002 - Measure I OP Revenue	0.00	11,058.00	-11,058.00	13,619.06			
409003 - Measure I Capital	0.00	11,058.00	-11,058.00	136,949.18	121,638.00	15,311.18	132,700.00
<b>Total 409001 - Measure I</b>	<b>0.00</b>	<b>20,407.00</b>	<b>-20,407.00</b>	<b>230,421.46</b>	<b>224,477.00</b>	<b>5,944.46</b>	<b>244,900.00</b>
<b>Total Income</b>	<b>0.00</b>	<b>20,407.00</b>	<b>-20,407.00</b>	<b>230,421.46</b>	<b>224,477.00</b>	<b>5,944.46</b>	<b>244,900.00</b>
<b>Expense</b>							
501001 - Payroll	5,847.64	8,025.00	-2,177.36	93,801.77	88,275.00	5,526.77	96,300.00
502001 - Payroll Taxes - Employer	592.86	650.00	-57.14	8,072.21	7,150.00	922.21	7,800.00
502002 - Workers Comp	858.04	800.00	58.04	10,936.16	8,800.00	2,136.16	9,600.00
502003 - Medical Expense	0.00	1,400.00	-1,400.00	7,581.41	15,400.00	-7,818.59	16,800.00
502005 - Employer Pension Costs	20.00	166.00	-146.00	440.00	1,826.00	-1,386.00	2,000.00
502007 - Employee Benefit- Insurance	0.00	17.50	-17.50	98.56	192.50	-93.94	210.00
503001 - Professional Services	0.00	171.00	-171.00	0.00	1,881.00	-1,881.00	2,060.00
5030011 - Accounting Services	0.00	171.00	-171.00	0.00	1,881.00	-1,881.00	2,060.00
5030013 - Legal Services	0.00	41.00	-41.00	0.00	451.00	-451.00	500.00
5030015 - Marketing Services	0.00						
<b>Total 503001 - Professional Services</b>	<b>0.00</b>	<b>383.00</b>	<b>-383.00</b>	<b>0.00</b>	<b>4,213.00</b>	<b>-4,213.00</b>	<b>4,620.00</b>
503003 - Bank Fees	0.00			922.19			
503005 - Facility							
5030051 - Facility Rent	3,368.57	3,350.00	18.57	36,759.94	36,850.00	-90.06	40,200.00
5030052 - Facility Repair	0.00	20.00	-20.00	0.00	220.00	-220.00	250.00
5030053 - Facility - Alarm/Security	114.00	41.00	73.00	456.00	451.00	5.00	500.00
<b>Total 503005 - Facility</b>	<b>3,482.57</b>	<b>3,411.00</b>	<b>71.57</b>	<b>37,215.94</b>	<b>37,521.00</b>	<b>-305.06</b>	<b>40,950.00</b>
503062 - Time for Change Foundation	0.00			1,120.81			
503062d - Time for Change Contract Serv	0.00						
<b>Total 503062 - Time for Change Foundation</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,120.81</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# Valley Transportation Services **Profit & Loss Budget Performance - Maintenance Dept.** May 2016

	May 16	Budget	\$ Over Budget	Jul '15 - May 16	YTD Budget	\$ Over Budget	Annual Budget
504001 - Trans-Fuel Cost	0.00			4.99			
504005 - Cost of Goods Sublet	0.00	16.00	-16.00	941.48	176.00	765.48	200.00
504006 - Cost of Goods Parts/Fluids/Tire	0.00	1,250.00	-1,250.00	27,111.78	13,750.00	13,361.78	15,000.00
504008 - Office Supplies	0.00	150.00	-150.00	95.60	1,650.00	-1,554.40	1,800.00
504009 - Postage	0.00	12.50	-12.50	80.22	137.50	-57.28	150.00
505001 - Telephone	294.10	341.00	-46.90	3,462.98	3,751.00	-288.02	4,100.00
505002 - Utilities	0.00	500.00	-500.00	3,572.83	5,500.00	-1,927.17	6,000.00
506001 - Insurance Premiums	0.00	1,033.00	-1,033.00	4,311.29	11,363.00	-7,051.71	12,400.00
506021 - Computer Supp. Serv. & Software	218.18	541.00	-322.82	4,212.18	5,951.00	-1,738.82	6,500.00
506052 - Minor Equip & Office Furniture	0.00	83.00	-83.00	1,045.65	913.00	132.65	1,000.00
506060 - Shop Supplies	0.00	200.00	-200.00	994.13	2,200.00	-1,205.87	2,400.00
506070 - Shop Tools	0.00	300.00	-300.00	959.11	3,300.00	-2,340.89	3,600.00
506080 - Repairs and Maintenance	0.00	200.00	-200.00	320.54	2,200.00	-690.90	2,400.00
506085 - Facility Maint. & Supplies	0.00	41.00	-41.00	1,509.10	451.00	5,312.25	500.00
507001 - Tax/License/Dues/Permits	0.00			5,763.25			
509001 - Travel							
509012 - Staff Travel	0.00	166.00	-166.00	235.97	1,826.00	-1,590.03	2,000.00
509013 - Employee Mileage Reimbursement	0.00	100.00	-100.00	393.29	1,100.00	-706.71	1,200.00
<b>Total 509001 - Travel</b>	<b>0.00</b>	<b>266.00</b>	<b>-266.00</b>	<b>629.26</b>	<b>2,926.00</b>	<b>-2,296.74</b>	<b>3,200.00</b>
509002 - Professional Development	0.00	83.00	-83.00	0.00	913.00	-913.00	1,000.00
509003 - Uniforms & Laundry	0.00	260.00	-260.00	3,044.86	2,860.00	184.86	3,120.00
509005 - Dues & Memberships	0.00	41.00	-41.00	0.00	451.00	-451.00	500.00
512002 - Equipment Rental	0.00	20.00	-20.00	0.00	220.00	-220.00	250.00
513002 - Depreciation-Non Grant Equip	0.00	2,786.00	-2,786.00	20,859.25	30,646.00	-8,786.75	33,441.00
514001 - Miscellaneous	0.00	42.00	-42.00	2,828.30	461.00	2,367.30	510.00
69800 - Operating Contingency	0.00	166.00	-166.00	0.00	1,826.00	-1,826.00	2,000.00
<b>Total Expense</b>	<b>11,313.39</b>	<b>23,184.00</b>	<b>-11,870.61</b>	<b>241,935.85</b>	<b>255,023.00</b>	<b>-13,087.15</b>	<b>278,351.00</b>
<b>Net Income</b>	<b>-11,313.39</b>	<b>-2,777.00</b>	<b>-8,536.39</b>	<b>-11,514.39</b>	<b>-30,546.00</b>	<b>19,031.61</b>	<b>-33,451.00</b>

# Valley Transportation Services Profit & Loss Budget Performance-VTREP May 2016

	May 16	Budget	\$ Over Budget	Jul '15 - May 16	YTD Budget	\$ Over Budget	Annual Budget
Income							
409001 - Measure I	0.00	13,541.00	-13,541.00	43,623.27	148,951.00	-105,327.73	162,500.00
409002 - Measure I OP Revenue							
Total 409001 - Measure I		13,541.00	-13,541.00	43,623.27	148,951.00	-105,327.73	162,500.00
409007 - JARC - Operating Revenue	0.00	2,708.00	-2,708.00	6,724.86	29,788.00	-21,063.34	32,500.00
409008 - New Freedom Operating Revenue	0.00	10,833.00	-10,833.00	34,898.60	119,153.00	-84,264.40	130,000.00
Total Income	0.00	27,082.00	-27,082.00	87,246.53	297,902.00	-210,655.47	325,000.00
Expense							
501001 - Payroll	1,081.04	6,500.00	-5,418.96	32,485.19	71,500.00	-39,014.81	76,000.00
502001 - Payroll Taxes - Employer	62.70	3,769.00	-3,706.30	2,631.48	41,679.00	-39,047.52	45,468.00
502002 - Workers Comp	11.06			285.67			
502003 - Medical Expense	-31.81			2,800.06			
502005 - Employer Pension Costs	9.50			817.53			
502007 - Employee Benefit Insurance	0.00			39.59			
503001 - Professional Services							
5030015 - Marketing Services	0.00	200.00	-200.00	295.22	2,200.00	-1,904.78	2,400.00
Total 503001 - Professional Services	0.00	200.00	-200.00	295.22	2,200.00	-1,904.78	2,400.00
503003 - Bank Fees	0.00			0.00	1,881.00	-1,881.00	2,060.00
503005 - Facility		171.00	-171.00				
5030051 - Facility Rent	0.00	206.00	-206.00	1,800.00	2,266.00	-466.00	2,472.00
Total 503005 - Facility	0.00	206.00	-206.00	1,800.00	2,266.00	-466.00	2,472.00
504008 - Office Supplies	0.00			255.78			
504009 - Postage	0.00	206.00	-206.00	581.72	2,266.00	-1,684.28	2,472.00
505001 - Telephone	63.29	103.00	-39.71	1,082.59	1,133.00	-50.41	1,235.00
506021 - Computer Supp. Serv. & Software	10.07			97.89			
506052 - Minor Equip & Office Furniture	0.00	250.00	-250.00	0.00	2,750.00	-2,750.00	3,000.00
509001 - Travel							
5090012 - Staff Travel	0.00			8.33			
5090013 - Employee Mileage Reimbursement	0.00	214.00	-214.00	656.62	0.00	656.62	0.00
509001 - Travel - Other	0.00			0.00	2,354.00	-2,354.00	2,575.00
Total 509001 - Travel	0.00	214.00	-214.00	664.95	2,354.00	-1,689.05	2,575.00
509002 - Professional Development	0.00			324.16			
509008 - Mileage Reimbursement Stipend	0.00	15,443.00	-15,443.00	44,327.52	169,873.00	-125,545.48	185,317.00
514001 - Miscellaneous	0.00			-17.01	0.00	-17.01	0.00
Total Expense	1,225.85	27,082.00	-25,856.15	88,472.34	297,902.00	-209,429.66	325,000.00
Net Income	-1,225.85	0.00	-1,225.85	-1,225.81	0.00	-1,225.81	0.00

# Valley Transportation Services Profit & Loss Budget Performance-TREP May 2016

	May 16	Budget	\$ Over Budget	Jul '15 - May 16	YTD Budget	\$ Over Budget	Annual Budget
Income							
409008 - New Freedom Operating Revenue	0.00	18,750.00	-18,750.00	44,585.76	206,250.00	-161,664.24	225,000.00
Total Income	0.00	18,750.00	-18,750.00	44,585.76	206,250.00	-161,664.24	225,000.00
Expense							
501001 - Payroll	844.72	3,916.00	-3,071.28	13,634.48	43,076.00	-29,441.52	46,992.00
502001 - Payroll Taxes - Employer	82.70			1,060.59	0.00	1,060.59	0.00
502002 - Workers Comp	11.06			123.42	0.00	123.42	0.00
502003 - Medical Expense	-31.81			1,012.05	0.00	1,012.05	0.00
502005 - Employee Pension Costs	9.50			530.26			
502007 - Employee Benefit- Insurance	0.00			16.12			
503001 - Professional Services							
5030015 - Marketing Services	0.00	187.00	-187.00	252.71	2,057.00	-1,804.29	2,250.00
Total 503001 - Professional Services	0.00	187.00	-187.00	252.71	2,057.00	-1,804.29	2,250.00
503005 - Facility							
5030051 - Facility Rent	0.00	150.00	-150.00	1,000.00	1,650.00	-650.00	1,800.00
Total 503005 - Facility	0.00	150.00	-150.00	1,000.00	1,650.00	-650.00	1,800.00
504008 - Office Supplies	0.00	112.00	-112.00	134.66	1,232.00	-1,097.34	1,350.00
504009 - Postage	0.00			153.93	0.00	153.93	0.00
504010 - Duplicating	0.00	125.00	-125.00	0.00	1,375.00	-1,375.00	1,500.00
505001 - Telephone	0.00	75.00	-75.00	438.40	825.00	-386.60	900.00
506021 - Computer Supp. Serv. & Software	0.00	93.00	-93.00	44.72	1,023.00	-978.28	1,125.00
509001 - Travel							
5090012 - Staff Travel	0.00	187.00	-187.00	6.00	2,057.00	-2,051.00	2,250.00
5090013 - Employee Mileage Reimbursement	0.00	156.00	-156.00	287.41	1,716.00	-1,428.59	1,875.00
Total 509001 - Travel	0.00	343.00	-343.00	293.41	3,773.00	-3,479.59	4,125.00
509008 - Mileage Reimbursement Stipend	0.00	13,634.00	-13,634.00	22,853.76	149,974.00	-127,120.24	163,608.00
514001 - Miscellaneous	0.00	112.00	-112.00	0.00	1,232.00	-1,232.00	1,350.00
Total Expense	916.17	18,747.00	-17,830.83	41,548.51	206,217.00	-164,668.49	225,000.00
Net Income	-916.17	3.00	-919.17	3,037.25	33.00	3,004.25	0.00

# Valley Transportation Services Profit & Loss Budget Performance-Travel Training

May 2016

	May 16	Budget	\$ Over Budget	Jul '15 - May 16	YTD Budget	\$ Over Budget	Annual Budget
Income							
409001 - Measure I	0.00	7,062.00	-7,062.00	41,100.36	77,682.00	-36,581.64	84,750.00
409002 - Measure I OP Revenue							
Total 409001 - Measure I	0.00	7,062.00	-7,062.00	41,100.36	77,682.00	-36,581.64	84,750.00
409007 - JARC - Operating Revenue	0.00	17,666.00	-17,666.00	102,786.68	194,326.00	-91,539.32	212,000.00
409008 - New Freedom Operating Revenue	0.00	10,595.00	-10,595.00	61,671.98	116,545.00	-54,873.02	127,150.00
Total Income	0.00	35,323.00	-35,323.00	205,559.02	388,553.00	-182,993.98	423,900.00
Expense							
501001 - Payroll	6,268.91	21,516.00	-15,247.09	158,291.12	236,676.00	-78,384.88	258,196.00
502001 - Payroll Taxes - Employer	957.52	8,606.00	-7,648.48	13,983.87	94,666.00	-80,682.13	103,278.00
502002 - Workers Comp	141.99			1,866.10			
502003 - Medical Expense	-306.36			17,931.05			
502005 - Employer Pension Costs	19.50			2,679.99			
502007 - Employee Benefit- Insurance	0.00			107.98			
503001 - Professional Services							
5030011 - Accounting Services	0.00	416.00	-416.00	0.00	4,576.00	-4,576.00	5,000.00
5030012 - Consulting Services	0.00	250.00	-250.00	0.00	2,750.00	-2,750.00	3,000.00
5030015 - Marketing Services	0.00			20.00			
Total 503001 - Professional Services	0.00	666.00	-666.00	20.00	7,326.00	-7,306.00	8,000.00
504008 - Office Supplies	0.00	642.00	-642.00	210.10	7,062.00	-6,851.90	7,715.00
504009 - Postage	0.00			78.73			
505001 - Telephone	105.48	1,458.00	-1,352.52	5,735.93	16,038.00	-10,302.07	17,506.00
506021 - Computer Supp, Serv, & Software	52.39	525.00	-472.61	601.73	5,775.00	-5,173.27	6,300.00
509001 - Travel							
5090012 - Staff Travel	6.50			270.75			
5090013 - Employee Mileage Reimbursement	674.19	1,205.00	-530.81	8,100.47	13,255.00	-5,154.53	14,465.00
Total 509001 - Travel	680.69	1,205.00	-524.31	8,371.22	13,255.00	-4,883.78	14,465.00
509002 - Professional Development	0.00	355.00	-355.00	2,885.72	3,905.00	-1,019.28	4,260.00
514001 - Miscellaneous	0.00	348.00	-348.00	508.23	3,826.00	-3,317.77	4,180.00
Total Expense	7,920.12	35,321.00	-27,400.88	213,271.77	388,531.00	-175,259.23	423,900.00
Net Income	-7,920.12	2.00	-7,922.12	-7,712.75	22.00	-7,734.75	0.00

# Valley Transportation Services Profit & Loss Budget Performance-TAXI May 2016

VTTrans Board Meeting

	May 16	Budget	\$ Over Budget	Jul '15 - May 16	YTD Budget	\$ Over Budget	Annual Budget
Income							
409001 - Measure 1	0.00	37,500.00	-37,500.00	34,150.16	412,500.00	-378,349.84	450,000.00
409002 - Measure 1 OP Revenue							
Total 409001 - Measure 1	0.00	37,500.00	-37,500.00	34,150.16	412,500.00	-378,349.84	450,000.00
409007 - JARC - Operating Revenue	0.00			11,383.40	0.00	11,383.40	0.00
464005 - TAXI Participant User Fee	245.00			3,068.20			
Total Income	245.00	37,500.00	-37,255.00	48,601.76	412,500.00	-363,898.24	450,000.00
Expense							
501001 - Payroll	1,317.36	4,951.00	-3,643.64	32,294.43	54,571.00	-22,276.57	59,532.00
502001 - Payroll Taxes - Employer	82.70	2,418.00	-2,335.30	2,485.17	26,598.00	-24,112.83	29,025.00
502002 - Workers Comp	11.06			274.07			
502003 - Medical Expense	-31.81			2,814.46			
502005 - Employer Pension Costs	9.50			718.95			
502007 - Employee Benefit-Insurance	0.00			39.60			
503001 - Professional Services		858.00	-858.00	667.87	9,438.00	-8,770.13	10,300.00
503001 - Professional Services							
Total 503001 - Professional Services	0.00	858.00	-858.00	667.87	9,438.00	-8,770.13	10,300.00
503003 - Bank Fees	0.00						
503005 - Facility	0.00	858.00	-858.00	0.00	9,438.00	-9,438.00	10,300.00
503005 - Facility Rent							
Total 503005 - Facility	0.00	206.00	-206.00	1,800.00	2,266.00	-466.00	2,472.00
504008 - Office Supplies	0.00			1,800.00	2,266.00	-466.00	2,472.00
504009 - Postage	0.00			1,617.43			
505001 - Telephone	63.28	128.00	-64.72	275.68	0.00	275.68	0.00
505021 - Computer Supp. Serv. & Software	10.07	416.00	-405.93	1,082.57	1,408.00	-325.43	1,545.00
506002 - Minor Equip & Office Furniture	0.00	333.00	-333.00	97.89	4,576.00	-4,478.11	5,000.00
506001 - Taxi Subsidy	0.00	27,147.00	-27,147.00	0.00	3,663.00	-3,663.00	4,000.00
509001 - Travel				4,293.08	298,617.00	-294,323.92	325,766.00
509001 - Staff Travel	0.00			8.33			
5090012 - Employee Mileage Reimbursement	9.99	171.00	-161.01	1,103.19	1,881.00	-777.81	2,060.00
5090013 - Travel							
Total 509001 - Travel	9.99	171.00	-161.01	1,111.52	1,881.00	-769.48	2,060.00
509002 - Professional Development	0.00			324.16			
514001 - Miscellaneous	0.00			-67.50	0.00	-67.50	0.00
Total Expense	1,472.15	37,496.00	-36,023.85	49,829.38	412,456.00	-362,626.62	450,000.00
Net Income	-1,227.15	4.00	-1,231.15	-1,227.62	44.00	-1,271.62	0.00



# Valley Transportation Services

## Profit & Loss Budget Performance-Community Service Partners

### May 2016

	May 16	Budget	\$ Over Budget	Jul '15 - May 16	YTD Budget	\$ Over Budget	Annual Budget
Income							
409001 - Measure 1	0.00	74,558.00	-74,558.00	325,794.72	820,138.00	-494,343.28	894,700.00
409002 - Measure 1 OP Revenue	0.00	74,558.00	-74,558.00	325,794.72	820,138.00	-494,343.28	894,700.00
Total 409001 - Measure 1	0.00	74,558.00	-74,558.00	325,794.72	820,138.00	-494,343.28	894,700.00
Total Income	0.00	74,558.00	-74,558.00	325,794.72	820,138.00	-494,343.28	894,700.00
Expense							
503061 - Loma Linda	0.00	4,500.00	-4,500.00	56.00	49,500.00	-49,500.00	54,000.00
503061i - Loma Linda Indirect Alloc	0.00			142.84			
503061s - Loma Linda VTS Support	0.00			0.00			
503061 - Loma Linda - Other	0.00	4,500.00	-4,500.00	198.84	49,500.00	-49,301.16	54,000.00
Total 503061 - Loma Linda	0.00	4,500.00	-4,500.00	28,793.84	49,500.00	-49,301.16	54,000.00
503062 - Time for Change Foundation	0.00			28,793.84			
503062d - Time for Change Foundation	0.00			28,793.84			
Total 503062 - Time for Change Foundation	0.00			28,793.84			
503064 - Pomona Valley Workshop	0.00	4,233.00	-4,233.00	75,875.29	46,563.00	-46,563.00	50,800.00
503064d - Pomona Valley Contract Services	0.00			38.00			
503064i - Pomona Valley Indirect Alloc	0.00			6,904.32			
503064s - Pomona Valley VTS Support	0.00			0.00			
503064 - Pomona Valley Workshop - Other	0.00	4,233.00	-4,233.00	82,817.61	46,563.00	-46,563.00	50,800.00
Total 503064 - Pomona Valley Workshop	0.00	4,233.00	-4,233.00	82,817.61	46,563.00	-46,563.00	50,800.00
503066 - Central City Lutheran	0.00			20,912.90	46,563.00	36,254.61	50,800.00
503066d - Central City Lutheran Contract Serv	0.00			11.00			
503066i - Central City Lutheran Ind Alloc	0.00			42.34			
503066s - Central City Lutheran VTS Support	0.00			0.00			
503066 - Central City Lutheran - Other	0.00	2,158.00	-2,158.00	20,966.24	23,738.00	-23,738.00	25,900.00
Total 503066 - Central City Lutheran	0.00	2,158.00	-2,158.00	20,966.24	23,738.00	-2,771.76	25,900.00
503068 - Community Senior Services	0.00			22,630.97			
503068d - Comm. Sr Serv Contract Services	0.00			5.00			
503068i - Comm Sr Serv Indirect Alloc	0.00			15.30			
503068s - Comm Sr Serv VTS Support	0.00			0.00			
503068 - Community Senior Services - Other	0.00	4,166.00	-4,166.00	22,651.27	45,826.00	-45,826.00	50,000.00
Total 503068 - Community Senior Services	0.00	4,166.00	-4,166.00	22,651.27	45,826.00	-45,826.00	50,000.00
503618 - 211 One-Click	0.00			13,778.80	45,826.00	-22,974.73	50,000.00
503618d - 211 One-Click Contract Serv	0.00			39.00			
503618i - 211 One-Click Indirect Alloc	0.00			133.15			
503618s - 211 One-Click VTS Support	0.00			13,950.95			
Total 503618 - 211 One-Click	0.00			13,950.95			
503628 - OPARC	0.00			56,083.43	131,813.00	-131,813.00	143,800.00
503628d - OPARC Contract Services	0.00			10.00			
503628i - OPARC Indirect Alloc	0.00			38.52			
503628s - OPARC VTS Support	0.00			0.00			
503628 - OPARC - Other	0.00	11,983.00	-11,983.00	56,111.95	131,813.00	-131,813.00	143,800.00
Total 503628 - OPARC	0.00	11,983.00	-11,983.00	56,111.95	131,813.00	-131,813.00	143,800.00
503630 - 211 Mobility Manager	0.00			4,167.64			
503630d - 211 MM Contract Services	0.00			4.00			
503630i - 211 MM Indirect Alloc	0.00			17.35			
503630s - 211 MM VTS Support	0.00			0.00			
503630 - 211 Mobility Manager - Other	0.00	4,691.00	-4,691.00	4,188.99	51,601.00	-51,601.00	56,300.00
Total 503630 - 211 Mobility Manager	0.00	4,691.00	-4,691.00	4,188.99	51,601.00	-51,601.00	56,300.00
503633 - Eligibility Projects	0.00	16,666.00	-16,666.00	0.00	183,326.00	-183,326.00	200,000.00

# Valley Transportation Services

## Profit & Loss Budget Performance-Community Service Partners

### May 2016

	May 16	Budget	\$ Over Budget	Jul '15 - May 16	YTD Budget	\$ Over Budget	Annual Budget
503634 - Ontario/Montclair YMCA							
503634d - Ontario/Montclair Contract Serv	48,687.80			69,448.70			
503634i - Ontario/Montclair YMCA Indirect	0.00			69.00			
503634s - Ontario/Montclair YMCA VTS Supp	0.00			177.54			
503634 - Ontario/Montclair YMCA - Other	0.00	6,000.00	-6,000.00	0.00	66,000.00	-66,000.00	72,000.00
Total 503634 - Ontario/Montclair YMCA	48,687.80	6,000.00	42,687.80	69,695.24	66,000.00	3,695.24	72,000.00
503636 - YMCA Rancho/Fontana	0.00	2,741.00	-2,741.00	0.00	30,151.00	-30,151.00	32,800.00
503636 - City of Fontana	0.00	750.00	-750.00	0.00	8,250.00	-8,250.00	9,000.00
503639 - Developing Community Projects	0.00			2,447.00			
503639i - Dev Comm Proj - Indirect Alloc	0.00			6,037.97			
503639s - Dev Comm Proj - VTS Support	0.00			0.00			
503639 - Developing Community Projects - Other	0.00	16,666.00	-16,666.00	0.00	183,326.00	-163,326.00	200,000.00
Total 503639 - Developing Community Projects	0.00	16,666.00	-16,666.00	8,484.97	183,326.00	-174,841.03	200,000.00
503614 - Taxi Voucher	0.00			6,174.00			
503614i - Taxi Voucher Indirect Alloc	0.00			571.72			
503614s - Taxi Voucher VTS Support	0.00			6,745.72			
Total 503614 - Taxi Voucher	0.00						
503616 - Travel Training							
503616i - Travel Training Indirect Alloc	0.00			36,906.00			
503616s - Travel Training VTS Support	0.00			1,198.30			
Total 503616 - Travel Training	0.00			38,104.30			
503620 - TREP Overhead							
503620i - TREP Indirect Alloc	0.00			7,020.00			
Total 503620 - TREP Overhead	0.00			7,020.00			
503624 - Rural Volunteer Driver Prog							
503624i - RTREP Indirect Alloc	0.00			207.00			
503624s - RTREP VTS Support	0.00			698.56			
Total 503624 - Rural Volunteer Driver Prog	0.00			895.56			
503626 - Valley Volunteer Driver Program							
503626i - VTREP Indirect Alloc	0.00			6,296.00			
503626s - VTREP VTS Support	0.00			697.98			
Total 503626 - Valley Volunteer Driver Program	0.00			6,993.98			
503635 - Maintenance Support							
503635i - Maintenance Indirect Alloc	0.00			17,761.00			
503635s - Maintenance VTS Support	0.00			601.69			
Total 503635 - Maintenance Support	0.00			18,362.69			
Total Expense	48,687.80	74,554.00	-25,866.20	366,163.15	820,094.00	-433,910.85	894,700.00
Net Income	-48,687.80	4.00	-48,691.80	-60,388.43	44.00	-60,432.43	0.00

4:16 PM

06/10/16

Accrual Basis

Trans Board Meeting

# Valley Transportation Services Profit & Loss Budget Performance-OTHER TREP May 2016

	May 16	Budget	\$ Over Budget	Jul '15 - May 16	YTD Budget	\$ Over Budget	Annual Budget
Income							
407004 - MBTA TAG Grant	0.00			5,000.00			
409010 - TREP Pass-Thru-Measure I Funds							
409011 - MBTA - TREP	0.00	625.00	-625.00	9,998.12	6,875.00	3,123.12	7,500.00
409012 - MARTA - TREP	0.00	1,250.00	-1,250.00	14,084.68	13,750.00	334.68	15,000.00
409014 - VVTA - VV TREP	0.00	416.00	-416.00	0.00	4,576.00	-4,576.00	5,000.00
Total 409010 - TREP Pass-Thru-Measure I Funds	0.00	2,291.00	-2,291.00	24,082.80	25,201.00	-1,118.20	27,500.00
Total Income	0.00	2,291.00	-2,291.00	29,082.80	25,201.00	3,881.80	27,500.00
Expense							
509010 - TREP Pass-Thru Mileage Reimb.							
509011 - MBTA Mileage Reimb.	0.00	625.00	-625.00	9,998.12	6,875.00	3,123.12	7,500.00
509012 - MARTA Mileage Reimb.	0.00	1,250.00	-1,250.00	14,084.68	13,750.00	334.68	15,000.00
509014 - VVTA-VV Mileage Reimb.	0.00	416.00	-416.00	0.00	4,576.00	-4,576.00	5,000.00
Total 509010 - TREP Pass-Thru Mileage Reimb.	0.00	2,291.00	-2,291.00	24,082.80	25,201.00	-1,118.20	27,500.00
Total Expense	0.00	2,291.00	-2,291.00	24,082.80	25,201.00	-1,118.20	27,500.00
Net Income	0.00	0.00	0.00	5,000.00	0.00	5,000.00	0.00

June 15, 2016

**DATE:** June 15, 2016  
**TO:** Valley Transportation Services Board of Directors  
**FROM:** P. Scott Graham, CEO  
**RE:** Approve Transfer of Title - Three Accessible Vehicles from VTrans to Omnitrans

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***Discussion:***

Several years ago, Omnitrans provided three accessible vehicles to VTrans that had exceeded their useful life. VTrans renovated these three vehicles and leased two of them to its community partners for use in their own transportation programs. The third vehicle is currently utilized by the VTrans' maintenance shop as a "loaner" vehicle provided to community partners when their regular vehicles are being repaired in an effort to avoid disruption to their programs.

At its May 18, 2016, meeting, the VTrans Board approved the assignment of the existing leases with Industrial Support Services and the City of Grand Terrace to Omnitrans, and authorized the CEO and/or Board Chair to execute assignment agreements to transfer VTrans' obligations under these agreements to Omnitrans.

In addition to this action, staff is now requesting that the Board take the additional step of authorizing the CEO to transfer title to the three vehicles from VTrans to Omnitrans, as necessary to transition VTrans' programs and obligations to Omnitrans.

***Recommendations:***

Authorize the CEO to take the necessary actions to transfer title for the three vehicles to Omnitrans.

***Fiscal Impact:***

None.

**DATE:** June 15, 2016  
**TO:** Valley Transportation Services Board of Directors  
**FROM:** P. Scott Graham, CEO  
**RE:** Contract for legal services with Renne Sloan Holtzman Sakai LLP

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***Discussion:***

In June 2015, the VTrans Board approved a one-year contract with Miller & Owen for legal services. In 2015, prior to recommending a contract with Miller & Owen (now RSHS), staff acquired telephone bids from three legal firms. Miller & Owen was the lowest bidder and had experience representing VTrans and organizations like VTrans.

On October 1, 2015, that contract was assigned to Renne Sloan Holtzman Sakai LLP (“RSHS”), as permitted under the terms of the contract. The attorney assigned to represent VTrans following with contract assignment remained Jennifer Gore.

The June 2015 contract is set to expire on June 30, 2016. However, VTrans will require legal services in the coming fiscal year to assist with the transition of VTrans’ obligations and functions to Omnitrans, in its capacity as a CTSA. As such, the VTrans Board approved a line item in the FY 2016-17 budget for continued legal support.

The attached contract amendment would extend the contract with RSHS through the end of FY 2016-17. Because the proposed contract does not exceed \$100,000 (\$51,500 from FY 2015-16, and \$48,500 for FY 2016-17), VTrans is not required to obtain proposals under its purchasing policies prior to amending the contract. In addition, because of Jennifer Gore’s experience representing VTrans during the last five years, and her role in establishing VTrans as an entity, she is uniquely qualified to assist in the transition of its obligations and functions to Omnitrans in its capacity as a CTSA. Utilizing the services of another attorney during this transition period would result in substantial duplication costs and unacceptable delay while the new attorney reviewed the existing documents to become familiar with VTrans’ obligations and functions.

For these reasons, staff recommends extending the term of the contract with RSHS through the end of FY 2016-17, and increasing the not to exceed amount of the contract to \$100,000. The amendment also incorporates the necessary updated language from Caltrans for all federally funded contracts.

***Fiscal Impact:***

VTrans will only incur expenses for services requested on an hourly basis and is free to terminate this contract at any time.

***Recommendations:***

To approve the attached contract Amendment.

***Attachment(s):*** Amendment No. 2 to Standard Agreement

**AMENDMENT NO. 2**  
**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**  
**VALLEY TRANSPORTATION SERVICES AND**  
**RENNE SLOAN HOLTZMAN SAKAI LLP**

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This Amendment No. 2 to the July 1, 2015, Agreement for Professional Services (“Agreement”) between Valley Transportation Services, a non-profit corporation (hereinafter “VTRANS”), and Renne Sloan Holtzman Sakai, LLP (“Contractor”), is entered into effective July 1, 2016.

WHEREAS, VTRANS and Contractor entered into an Agreement for professional services that Contractor is specially trained for and/or has the experience and expertise to competently perform; and

WHEREAS, VTRANS and Contractor wish to extend the term of the contract for one additional year and increase the not-to-exceed amount to include Fifty-Thousand dollars for legal expenses in Fiscal Year 2016-17.

WHEREAS, in addition, public agencies are now required to implement the administrative requirements and cost principles set forth in new guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly referred to as the “Super Circular”; and

WHEREAS, Caltrans has incorporated various modifications in Chapter 10 of its Local Assistance Procedures Manual (“LAPM”), including a requirement that certain professional services agreements include the “verbatim” language provided in Exhibit 10-R to the LAPM; and

WHEREAS, to be consistent with the new Caltrans and Super Circular requirements, VTRANS and Contractor wish to amend the Agreement to incorporate the revised contract language required under the Caltrans LAPM and the Super Circular.

NOW, THEREFORE, VTRANS and Contractor agree as follows:

1. Section 1 of the Agreement (Time of Performance), is deleted in its entirety and is hereby replaced as follows:

“Contractor shall complete work in accordance with the Scope of Work, attached hereto as Exhibit “A”, as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

a. This Agreement shall go into effect on July 1, 2015, contingent upon approval by VTRANS, and Contractor shall commence work after notification to proceed by VTRANS’s Project Manager. This

Agreement shall end on June 30, 2017, unless extended by written amendment pursuant to Section 12 below.

- b. Contractor is advised that any recommendation for contract award is not binding on VTRANS until the contract is fully executed and approved by VTRANS.”

2. Section 5 (Consideration), is deleted in its entirety and is hereby replaced as follows:

- “a. Payment to Contractor by VTRANS shall be made as set forth in Exhibit A. The amount to be paid to Contractor under this Agreement shall not exceed One Hundred Thousand dollars (\$100,000) unless expressly authorized in writing by the VTRANS Chief Executive Officer. In no instance shall VTRANS be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor’s expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

- b. Cost Principles and Administrative Requirements:

- (1) Contractor agrees that the “Contract Cost Principles and Procedures,” 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 CFR, Part 200, shall be used to determine the cost allowability of individual items.
- (2) Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- (3) Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 23 CFR, 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any other applicable State or Federal

Regulations, are subject to repayment by Contractor to VTRANS. Disallowed costs must be reimbursed to VTRANS within thirty (30) days unless VTRANS approves in writing an alternative repayment plan. Should Contractor fail to return disallowed costs to VTRANS within thirty (30) days, VTRANS is authorized to withhold payments due to Contractor from other VTRANS contracts.

- (4) Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-state employee travel and subsistence (per diem) expenses found in the California Department of Transportation (“Caltrans”) Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-state employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.
- (5) Contractor and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates the reasonable, allowable, and allocable costs and matching funds for elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to VTRANS. Contractor shall also provide VTRANS with the Caltrans, Local Assistance Procedures Manual, Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System, if required.
- (6) Contractors and subcontractors shall comply with: 23 CFR; Caltrans’ Local Assistance Procedures Manual (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>); Caltrans’ Local Assistance Programs Guidelines (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>); California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state Legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.



- (7) All subcontracts in excess of \$25,000 shall contain provisions 5.b(1) through 5.b(6) above.

3. Section 6 (Reporting and Payment), is deleted in its entirety and is hereby replaced and retitled as follows:

“Invoicing, Costs, and Payment:

- a. Contractor shall submit monthly invoices in arrears to VTRANS based on services provided and any actual costs incurred. Each invoice shall include the following: (i) prepared on Contractor’s letterhead; (ii) signed by Contractor’s Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors’ invoices. Contractor invoices shall also comply with all requirements set forth in Subsection b. below including, but not limited to, Subsection b(8). Contractor shall submit written invoices by mail to the VTRANS Project Manager as specified in Subsection b(8). Contractor shall be paid as specified in Subsection b. below; however, VTRANS, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by VTRANS of all final products. Said invoices shall indicate the number of hours worked by each of Contractor’s personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for VTRANS, in its opinion, to substantiate billings. VTRANS reserves the right to withhold payment of disputed amounts.
- b. Allowable Costs and Payments: Contractor will be reimbursed for hours worked at the hourly rates specified in Exhibit A-1. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement.
  - (1) In addition, Contractor will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order/Scope of Work.
  - (2) Specific projects will be assigned to Contractor through issuance of Task Orders/approval of the Scope of Work.

(a) For any project to be performed under this Agreement, VTRANS will prepare a draft Task Order/Scope of Work; less the cost estimate. A draft Task Order/Scope of Work will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate VTRANS's Project Representative. The draft Task Order/Scope of Work will be delivered to Contractor for review. Contractor shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order/Scope of Work shall be signed by both VTRANS and Contractor.

(b) Task Orders/Scope of Work may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Contractor's Cost Proposal.

- (3) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- (4) When milestone cost estimates are included in the approved Cost Proposal, Contractor shall obtain prior written approval for a revised milestone cost estimate from VTRANS's Project Manager before exceeding such estimate.
- (5) Progress payments for each Task Order/Scope of Work will be made monthly in arrears based on services provided and actual costs incurred.
- (6) Contractor shall not commence performance of work or services until this Agreement has been approved by VTRANS, and notification to proceed has been issued by VTRANS's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- (7) No expenditures are authorized on the project and work shall not commence until a Task Order/Scope of Work for the project has been executed by VTRANS.

- (8) Contractor will be reimbursed, as promptly as fiscal procedures will permit upon receipt by VTRANS's Project Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order/Scope of Work. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Contractor is billing, or upon completion of the Task Order/Scope of Work. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order/Scope of Work number. Credits due to VTRANS that include any equipment purchased under the provisions of Section 43 of this Agreement, must be reimbursed by Contractor prior to the expiration or termination of this Agreement. Invoices shall be mailed to VTRANS's Project Manager at the address provided in Section 17.
- (9) The period of performance for Task Orders/Scope of Work shall be in accordance with dates specified in the Task Order/Scope of Work. No Task Order/Scope of Work will be written which extends beyond the expiration date of this Agreement.
- (10) The total amount payable by VTRANS for an individual Task Order/Scope of Work shall not exceed the amount agreed to in the Task Order/Scope of Work, unless authorized by written amendment.
- (11) If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order/Scope of Work, no payment will be made until the deliverable has been satisfactorily completed.
- (12) Task Orders/Scope of Work may not be used to amend this Agreement and may not exceed the Scope of Work under this Agreement.
- (13) All subcontracts in excess of \$25,000 shall contain provisions 6.b(1) through 6.b(12) above."

4. Section 8 (Termination), is deleted in its entirety and is hereby replaced as follows:

- a. VTRANS reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Contractor with the reasons for termination stated in the notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.
- b. VTRANS may terminate this Agreement with Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, VTRANS may proceed with the work in any manner deemed proper by VTRANS. If VTRANS terminates this Agreement with Contractor, VTRANS shall pay Contractor the sum due to Contractor under this Agreement prior to Contractor's failure to perform, unless the cost of completion to VTRANS exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. The maximum amount for which the VTRANS shall be liable if this contract is terminated is \$50,000 dollars."

5. Section 13 (Contractors and Subcontractors), is deleted in its entirety and is hereby replaced as follows:

"Contractor shall not subcontract any portion of the work without the prior express written authorization of VTRANS.

- a. VTRANS reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Nothing contained in this Agreement or otherwise, shall create any contractual relation between VTRANS and any subcontractor, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to VTRANS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from VTRANS'S obligation to make payments to the Contractor.
- c. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work

pertinent to this Agreement shall be subcontracted without written authorization by VTRANS's Project Manager, except that which is expressly identified in the approved Cost Proposal.

- d. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to Contractor by VTRANS.
- e. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors, including:
  - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, and "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*
  - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
  - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
  - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
  - (5) Permit VTRANS and/or its designees, upon reasonable notice, unrestricted access to any or all books, records,

computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

(6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 31, Disadvantaged Business Enterprise Participation.

f. Any substitution of subcontractors must be approved in writing by VTRANS's Project Manager prior to the start of work by the subcontractors."

6. Section 16 (Audit, Retention and Inspection of Records), is deleted in its entirety and is hereby retitled and replaced as follows:

"Retention of Records and Audit Procedures:

- a. VTRANS or its designee, including but not limited to any State or Federal agency, shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable) and other matters connected with the performance of the contract pursuant to Government Code 8546.7.
- b. If so directed by VTRANS upon expiration of this Agreement, the Contractor shall cause all Records to be delivered to VTRANS as depository.
- c. Contractor and its subcontractors agree to cooperate with the State and VTRANS by making all appropriate and relevant project Records available for audit, inspection, and/or copying by the State, the California State Auditor, or any duly authorized representative of the State or Federal government. Such Records shall be available at all reasonable times during the term of this Agreement and for three (3) years from the date of submission of the final expenditure report by the State to FHWA.

d. For the purpose of determining compliance with Public Contract Code 10115, *et seq.*, and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.*, (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Contractor, subcontractors, and VTRANS shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract including, but not limited to, the costs of administering the Agreement.

(1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The State, State Auditor, VTRANS, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Contractor and its certified public accountants (CPA) work papers that are pertinent to the Agreement, and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

(2) Subcontracts in excess of \$25,000 shall contain this entire Section 16.

e. Audit Review Procedures:

(1) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by VTRANS's Chief Executive Officer.

(2) Not later than 30 days after issuance of the final audit report, Contractor may request a review by VTRANS's Chief Executive Officer of unresolved audit issues. The Contractor's request for review will be submitted in writing.

(3) Neither the pendency of a dispute nor its consideration by VTRANS will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.

(4) Contractor and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit workpaper review. If

selected for audit or review, the Agreement, cost proposal, ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure Federal, State, or local government officials are allowed full access to the CPA's workpapers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by Contractor and approved by VTRANS to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by VTRANS at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the Federal, State or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs."

7. Section 22 (Americans with Disabilities Act (ADA) of 1990), is deleted in its entirety and is hereby replaced as follows:

By signing this Agreement, Contractor assures VTRANS that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Contractor also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code section 4450 and 4454, if applicable.

8. Section 23 (Compliance with Non-Discrimination and Equal Employment Opportunity Laws), is deleted in its entirety and is hereby replaced as follows:

"It is VTRANS' policy to comply with state and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101 *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code §§ 12900 *et seq.*), and other California State discrimination laws and



regulations. VTRANS does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. VTRANS prohibits discrimination by its employees, contractors and consultants.

Contractor hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as VTRANS may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Contractor and its subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment,

including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Administrative Code, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.”

9. Section 26 (Conflicts of Interest), is deleted in its entirety and is hereby replaced as follows:

- “a. Contractor shall disclose any financial, business, or other relationship with VTRANS that may have an impact upon the outcome of this Agreement, or any ensuing VTRANS construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing VTRANS construction project, which will follow.

- b. Contractor hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Contractor shall immediately notify VTRANS of any and all potential violations of this Section upon becoming aware of the potential violation.
- e. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.”

10. Section 4 (Prohibition of Expending State or Federal Funds for Lobbying) of Exhibit B is deleted in its entirety and is hereby replaced as follows:

- “a. Contractor certifies, to the best of his or her knowledge or belief, that:
  - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.”

11. Section 5 (Disadvantaged Business Enterprise (DBEs) Participation) of Exhibit B is deleted in its entirety and is hereby replaced as follows:

“This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. In any event, Contractor shall complete the DBE Information Form attached to this Agreement as Exhibit “C,” so that VTRANS may compile statistics for Federal reporting purposes.

- a. Non-Discrimination: Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as VTRANS may deem appropriate. Each subcontract signed by Contractor in the performance of this Agreement must include this nondiscrimination clause.

- b. Prompt Payments to DBE and Non-DBE Subcontractors:

- (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from VTRANS. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of VTRANS. This clause applies to both DBE and non-DBE subcontracts.

- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of VTRANS. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by VTRANS. If VTRANS makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, VTRANS shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as VTRANS deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

c. Records: Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to VTRANS.

d. Termination of a DBE: In conformance with 49 CFR Section 26.53:

- (1) Contractor shall not terminate a listed DBE subcontractor unless Contractor has received prior written authorization from VTRANS's Project Manager. VTRANS's Project

Manager will authorize termination only if the Project Manager determines that Contractor has good cause to terminate the DBE subcontractor. As used in this Section, “good cause” includes those circumstances listed in 49 CFR Section 26.53(f)(3).

- (2) Prior to requesting VTRANS’s authorization to terminate and/or substitute a DBE subcontractor, Contractor shall give notice in writing to the DBE subcontractor, with a copy to VTRANS, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the Contractor’s notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why VTRANS should not approve the Contractor’s action. VTRANS may, in instances of public necessity, approve a response period shorter than five days.
  - (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Contractor in writing with the date of certification. Contractor shall then provide to the Project Manager of VTRANS written documentation indicating the DBE’s existing certification status.
- f. Noncompliance by Contractor. Contractor’s failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as VTRANS may deem appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.”

12. A new section, Section 6 (Covenant Against Contingent Fees), is hereby added to Exhibit B of the Agreement as follows:

“Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee,

commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, VTRANS shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.”

13. A new section, Section 7 (Rebates, Kickbacks, or Other Unlawful Consideration), is hereby added to Exhibit B of the Agreement as follows:

“Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any VTRANS employee. For breach or violation of this warranty, VTRANS shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.”

14. A new section, Section 8 (Equipment Purchase), is hereby added to Exhibit B of the Agreement as follows:

- “a. Prior authorization in writing, by VTRANS’s Project Manager shall be required before Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Contractor services. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Contractor’s Cost Proposal and exceeding \$5,000 prior authorization by VTRANS’s Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following: “Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, VTRANS shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Contractor may either keep the equipment and credit VTRANS in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established VTRANS procedures, and credit

VTRANS in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to VTRANS and Contractor, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by VTRANS." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

- d. All subcontracts in excess \$25,000 shall contain the above provisions."

15. A new section, Section 9 (State Prevailing Wage Rates), is hereby added to Exhibit B of the Agreement as follows:

"If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>."

16. A new section, Section 10 (Clean Air Act), is hereby added to Exhibit B of the Agreement as follows:

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Contractor agrees to report each Clean Air requirement violation to VTRANS and understands and agrees that VTRANS will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these



requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.”

17. A new section, Section 11 (Disputes), is hereby added to Exhibit B of the Agreement as follows:

“Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of VTRANS’s Contracts Administrator and Chief Operating Officer. This Committee may consider the written information or additional verbal information submitted by Contractor at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that Contractor disputes the Committee’s determination, Contractor may request review by VTRANS’s Chief Executive Officer of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The Contractor’s request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Contractor from full and timely performance in accordance with this Agreement.”

18. A new Section 12 (Confidentiality of Data), is hereby added to Exhibit B of the Agreement as follows:

- “a. All financial, statistical, personal, technical, or other data and information relative to VTRANS’s operations, which are designated confidential by VTRANS and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- b. Permission to disclose information on one occasion, or public hearing held by VTRANS relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.
- c. Contractor shall not comment publicly to the press or any other media regarding this Agreement or VTRANS’s actions on the same, except to VTRANS’s staff, Contractor’s own personnel involved in the performance of this contract, or in response to questions from a Legislative committee.
- d. Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by VTRANS, and receipt of VTRANS’S written permission.

- e. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.
- f. All information related to cost estimates is confidential, and shall not be disclosed by Contractor to any entity other than VTRANS.”

19. A new Section 13 (Evaluation of Contractor Performance), is hereby added to Exhibit B of the Agreement as follows:

“Contractor’s performance may be evaluated by VTRANS. A copy of the evaluation will be sent to Contractor for comments. The evaluation together with the comments shall be retained as part of the contract file.”

20. A new Section 14 (Funding Requirements), is hereby added to Exhibit B of the Agreement as follows:

- “a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- b. This Agreement is valid and enforceable only, if sufficient funds are made available to VTRANS for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or VTRANS’s governing Board that may affect the provisions, terms, or funding of this Agreement in any manner.
- c. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- d. VTRANS has the option to void the contract under the 30-day termination clause pursuant to Section 8 of this Agreement, or by mutual agreement to amend the contract to reflect any reduction of funds.”

21. Exhibit A-1, attached hereto, is added to Exhibit A and sets forth the scope of work and rates of compensation for FY 2016-17.

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

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS  
AMENDMENT AS OF THE DATE HEREIN ABOVE APPEARING:

**VALLEY TRANSPORTATION SERVICES**

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P. Scott Graham  
Chief Executive Officer

**RENNE SLOAN HOLTZMAN SAKAI LLP**

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Nancy C. Miller  
RENNE SLOAN HOLTZMAN SAKAI LLP

**EXHIBIT “A-1”**  
**FY 2016-17 SCOPE OF WORK**

**A. Services**

Renne Sloan Holtzman Sakai will serve as General Counsel to Valley Transportation Services (VTrans), providing the following legal services as requested:

- Provide all legal advice on behalf of VTrans as necessary or as requested by the VTrans CEO, Board Members, and other designated personnel, as appropriate
- Attend Board Meetings and other meetings, in person or via Skype, as requested
- Research, prepare, or review legal opinions, resolutions, policies, contracts, and other legal documents as necessary or as requested by the CEO or Board Members
- Represent VTrans in response to all claims and/or litigation filed against it
- Monitor and advise VTrans of legislation or case law affecting VTrans operations

**B. Budget**

1. Total FY 2016-17 Budget: Not to Exceed \$50,000

2. FY 2016-17 Hourly Attorney Rates:

Nancy C. Miller	\$285.00
Christiane E. Layton	\$250.00
Paul J. Chrisman	\$250.00
Jennifer V. Gore	\$225.00
Madeline E. Miller	\$215.00
Other Associates	\$175.00-\$205.00
Paralegals	\$105.00

3. Costs: In-house photocopying will be billed at \$ .05 per copy. Other photocopying, postage, long-distance telephone charges, federal express, courier service, travel expenses, court and administrative fees, and all other “out of pocket” costs will be billed at actual costs. The firm does not charge for any travel time less than 100 miles, and one half travel time for longer distances.

**DATE:** June 15, 2016  
**TO:** Valley Transportation Services Board of Directors  
**THROUGH:** P. Scott Graham, CEO  
**FROM:** Jennifer Gore, Legal Counsel  
**RE:** Approve Termination - VTrans' 403(b) Plan

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***Discussion:***

To avoid additional administrative costs, VTrans must terminate its 403(b) retirement plan. Each former VTrans employee has completed an election form to either roll over their retirement funds to an IRA or other eligible retirement plan, or to receive a cash distribution.

Attached are the resolution and minutes provided by the Plan's third party administrator (TPA) that must be approved in order to terminate the plan, as well as the required notice to plan participants. The TPA has indicated that VTrans must terminate the plan and pay the TPA's final invoice before it will process the election forms provided by the former VTrans employees.

In addition, the former CEO, Beth Kranda, was originally designated as the authorized signor/Trustee. Before VTrans can terminate the plan, the Board must authorize a new signor/Trustee and provide a plan document amendment with that person's signature. The TPA for the plan is preparing the necessary documents, which will be available for review at the VTrans Board Meeting.

***Recommendations:***

Staff recommends that the VTrans Board of Directors take the following actions:

- 1) Adopt the attached resolution terminating the plan effective May 18, 2016.
- 2) Approve the attached "minutes" and authorize the Board Secretary to sign them.
- 3) Designate Scott Graham as the new authorized signor/Trustee and authorize him to sign any necessary paperwork to terminate the 403(b) Plan.
- 4) Approve the notice to participants and authorize the CEO to sign and distribute.

***Fiscal Impact:***

Terminating the 403(b) Plan will avoid the need to pay additional administrative fees for the upcoming fiscal year.

***Attachment(s):***

- a. Draft Resolution
- b. Minutes

## RESOLUTION

The undersigned hereby certifies that at a meeting of the Board of Directors of Valley Transportation Services (Employer), a Non-Profit Corporation, duly called and held in accordance with the law and by-laws on the 15th day of June, 2016, at which a quorum was present the following resolutions were unanimously passed:

WHEREAS, in light of the transition of Valley Transportation Services employees to Omnitrans, the Board of Directors, by and through its officers has reviewed a proposal to terminate the Valley Transportation Services 403(b) Plan (Plan); and

WHEREAS, the final Valley Transportation Services payroll was May 18, 2016; and

WHEREAS, Section 12.02 of the Plan document and the IRC regulations allow for such termination; and

WHEREAS, said termination must be passed upon by the Board of Directors:

NOW, THEREFORE, BE IT RESOLVED, that it is in the best interest of the Non-Profit Corporation to terminate the Plan; and

BE IT FURTHER RESOLVED, that the Plan is hereby terminated effective May 18, 2016, all participants under the Plan vest 100% of their respective accrued benefits, and that the Corporation makes no further contribution to the Plan.

BE IT FURTHER RESOLVED, that the proper officers of the Corporation shall act as soon as possible to notify employees of the Corporation of this plan termination by delivering to each employee a copy of the Notice to All Participants presented at this meeting to the Board of Directors, which form is hereby approved.

BE IT FURTHER RESOLVED, that Benefit Resources, Inc. is hereby appointed to assist the Plan Administrator in the performance of its duties.

IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

*Certified by:*

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF  
Valley Transportation Services  
A California Non-Profit Corporation

A meeting of the Board of Directors of Valley Transportation Services, a California Corporation, was held a on the 15th day of June 2016.

Board members present: \_\_\_\_\_

The Board reviewed the Valley Transportation Services 403(b) Plan (Plan), and, after discussion, the following resolutions were enacted:

RESOLVED, that in light of the transition of Valley Transportation Services employees to Omnitrans, it is in the best interest of Valley Transportation Services to terminate this 403(b) plan; and

IT IS FURTHER RESOLVED, that the Plan is hereby terminated effective May 18, 2016. All participants under the Plan shall vest 100% of their respective accrued benefits, and Va will make no additional contributions to the Plan.

There being no further business, the meeting was adjourned.

\_\_\_\_\_  
Board Secretary

APPROVAL OF MINUTES AND  
WAIVER OF NOTICE OF MEETING  
Valley Transportation Services

The undersigned being all the board members of the above corporation consent to the holding of the above meeting of its Board of Directors for all purposes, and do hereby waive all notices of said meeting required by the by-laws of the corporation or as required by California law and approve the minutes of the business transacted as set forth above.

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

Board Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



NOTICE TO ALL PARTICIPANTS OF  
VALLEY TRANSPORTATION SERVICES 403(B) PLAN

We are providing notice under ERISA §204(h) that the Board of Directors has adopted a resolution to discontinue contributions to the Valley Transportation Services 403(b) Plan (Plan), pursuant to the termination of the plan. Our termination date is May 18, 2016.

Due to the termination of the Plan, you will receive a distribution from the Plan even if you have not terminated employment.

Your interest will be liquidated and paid to you or rolled over to an IRA or eligible retirement plan in accordance with the terms of the plan and the account or contract.

Because the Plan is terminated, a distribution of all assets under the Plan must be completed as soon as possible following that date.

Sincerely,  
Valley Transportation Services

By: \_\_\_\_\_

Date: \_\_\_\_\_