

**MOVE Board of Directors Meeting Agenda  
1:00 PM, Tuesday, July 20, 2021**

**Due to Covid-19 the meeting will be held utilizing "GoToMeeting" online conferencing.  
Email Stacie Morales for meeting Link  
[staciem@movestanislaus.org](mailto:staciem@movestanislaus.org)**

**MOVE Board of Directors may attend the meeting at the following location:  
MOVE Office  
3500 Coffee Road, Suite 15  
Modesto, CA 95355  
Conference Room 114/115**

---

**AGENDA**

**1. Call to Order**

**2. Roll Call –**

Jenny Kenoyer  
Jeff Lambaren  
Joe Madden  
Pat Maisetti  
Lupe Aguilera

**3. Public Comments**

Matters under the jurisdiction of the MOVE Board of Directors, and not on the agenda may be addressed by interested parties in the audience at the beginning of the regular agenda. Any member of the audience wishing to address the Board of Directors during the "Public Comments" period shall be permitted to be heard for up to five minutes or at the discretion of the Chair.

**4. Approve Minutes**

**Action:** Approve minutes of June 15, 2021, Board Meeting

**5. Website Development Agreement with Jigsaw Analytics Group, Inc. – Stacie Morales**

**Action:** Authorize the CEO of MOVE to negotiate and take any steps required to execute any and all documents necessary to execute a Website Development Agreement between Jigsaw Analytics Group Incorporated and MOVE Stanislaus Transportation.

**6. CEO Report**

**7. Comments by Rosa De León Park, Ex-Officio**

**8. Comments by Board Members**

**9. Information Items**

- a. The following items are for information only.  
June 2021 Program Reports

**10. Adjourn to Closed Session**

- a. Employee Performance Evaluation  
Title: Chief Executive Officer

**11. Reconvene from Closed Session**

- a. Report from Closed Session

**12. Discussion and Possible Action Regarding Chief Executive Officer Evaluation**

**13. Adjourn**

**Next Scheduled Board Meeting:**

August 17, 2021 (Tuesday) @ 1:00 PM  
Stanislaus Veterans Center  
3500 Coffee Road, Room 114/115  
Modesto, CA 95355

**Due to Covid-19 the meeting may be held in person and/or on-line via “GoToMeeting” conferencing.**

**DATE:** July 20, 2021

**TO:** MOVE Board of Directors

**RE:** Minutes of June 15, 2021

**Agenda Item: 4**

---

**MEETING MINUTES**

**Important Notice Regarding COVID 19**

In accordance with Governor Newsom's Executive Order N-29-20, which was extended on June 15<sup>th</sup>, 2021, provides the opportunity to continue holding virtual meetings and in-person meetings with limited attendance. The MOVE board room was open to the MOVE Board of Directors and MOVE staff. Members of the public were provided the opportunity to participate in the meeting electronically and had the right to observe and offer public comment during the meeting.

**PRESENT:** Director Jenny Kenoyer  
Director Jeff Lambaren  
Director Pat Maisetti  
Director Lupe Aguilera  
Director Joe Madden

**ALSO PRESENT:** Stacie Morales, Hayley Vieyra, Karen Dunger, Clint Miller, and Laura Coutrakis

**1. Call to Order –** Meeting called to order June 15, 2021, 1:10 p.m.

**2. Roll Call –**

Jenny Kenoyer  
Jeff Lambaren  
Joe Madden – joined meeting at 1:22pm  
Pat Maisetti  
Lupe Aguilera

**3. Public Comments**

Matters under the jurisdiction of the MOVE Board of Directors, and not on the agenda may be addressed by interested parties in the audience at the beginning of the regular agenda. Any member of the audience wishing to address the Board of Directors during the "Public Comments" period shall be permitted to be heard for up to five minutes or at the discretion of the Chair.

No comments were made by those present.

**4. Approve Minutes**

**Action:** Approve minutes of May 18, 2021, Board Meeting

**Discussion:** None

Motion made by Director Maisetti, Second by Chair Kenoyer to approve May 18, 2021, Board Meeting minutes.

Passed: Chair Kenoyer, Director Lambaren and Director Maisetti voted yes. Director Aguilera abstained and Director Madden was not present at the time.

**5. Approve Professional Services Agreement between Stanislaus Council of Governments (StanCOG) and MOVE Stanislaus Transportation – Stacie Morales**

**Action:** Authorize the CEO of MOVE to negotiate and take any steps required to execute any and all documents necessary to execute the Professional Services Agreement between Stanislaus Council of Governments (StanCOG) and MOVE Stanislaus Transportation.

Discussion: Stacie Morales presented that MOVE was created in 2010. MOVE became an established non-profit agency and was designated the Consolidated Transportation Services Agency (CTSA) in 2017. The Professional Services agreement allows MOVE the opportunity to continue providing services for three years with the option of two one-year extensions. The Scope of Services includes MOVE's current programs. MOVE can expand or begin new programs. This opportunity is available during the creation of the MOVE Budget, Transportation Development Act (TDA) claim and Measure L Project Summary each Spring.

Director Maisetti asked about a conflict of interest with StanCOG? Stacie Morales clarified that this contract was approved through our legal counsel in Stockton. This agreement is very similar to our previous agreement with StanCOG.

Motion made by Director Lambaren, Second by Director Aguilera to execute the Professional Services Agreement between Stanislaus Council of Governments (StanCOG) and MOVE Stanislaus Transportation.

Passed: Unanimous

**6. Nominate MOVE Board of Directors Vice Chair and Treasurer – Stacie Morales**

**Action:** Nominate Board of Director \_\_\_\_\_ as Vice Chair and Board of Director \_\_\_\_\_ as Treasurer effective June 15, 2021, through December 31, 2021.

**Discussion:** Stacie Morales presented that Director Peabody previously held both the Vice Chair and the Treasurer officer positions. Both positions are currently vacant due to the resignation of Director Peabody. The Vice Chair shall chair the Board of Directors meetings when the Chair is not available and chair committees on special subjects as designated by the board. The Treasurer would review the Quarterly Financial updates and present them at the Board Meetings, Director Peabody preferred to have the CEO and Accountant present the financials on her behalf. The positions may be held by the same person or by two different Directors, The term will be June 15<sup>th</sup>, 2021 through December 31, 2021. At the November 2021 Board Meeting, offices shall be open for re-election.

Director Maisetti: Asked if Director Lambaren would like to have both of these positions?  
Director Lambaren: Said he is willing to do them but prefers different people for the different positions. I would be honored to do it until the end of the year, but I believe from that point on, it would be good for the Directors if we hold different positions.

Motion made by Director Maisetti, Second by Director Aguilera to nominate Director Lambaren as both Vice Chair and Treasurer effective June 15, 2021, through December 31, 2021.

Passed: Unanimous

## 7. Financial Report Update – Stacie Morales and Clint Miller

**Discussion:** Stacie Morales introduced MOVE Accountant Clint Miller who presented highlights on the 3<sup>rd</sup> quarter financials.

Account's receivables show approximately \$58,000 not yet received for the JARC, Valley Flex and the Human Service Coordination Plan (HSCP) grants. At this current time approximately \$29,000 are in process for reimbursement. Since the completion of the 3<sup>rd</sup> quarter financials MOVE has received \$29,000 in reimbursements, The Unearned Measure L Liabilities or Measure L Advance are monies that come in for Measure L expenses but have not been utilized. Therefore, these monies stay in the Measure L savings account until it is earned which we track on a monthly basis. Once earned, it is transferred over to the checking account. Budget vs. Actuals, MOVE procured a Payroll Protection Plan loan last year (to cover payroll during COVID-19. A total of \$23,984 funds were carried over into this fiscal year. All funds have been used and the loan was forgiven on May 24, 2021. The FFCRA (Families First Corona Virus Response Act) credit, allowed MOVE to be eligible to pay sick leave for Coronavirus related absences. The program allowed MOVE to reduce payroll taxes to equal the FFCRA credit.

Stacie Morales shared information about the Sustainable Communities revenue. This

new funding source is for the Human Services Coordination Plan (HSCP) grant that MOVE is co-grantee with StanCOG (Stanislaus Counsel of Governments). The grant total is \$28,800 and these funds are available through February 2022. These funds reimburse expenses for the CEO and Director of Mobility Services for time spent on stakeholder meetings, interviews and reviewing documents for the Human Services Coordination Plan.

Director Maisetti asked if we bill for that? Stacie Morales replied, yes, we keep a detailed timesheet that includes all MOVE programs and projects. Each month we submit an invoice for reimbursement.

## 8. CEO Report – Stacie Morales

**Human Services Coordination Plan (HSCP)** – Over 21 meetings have been conducted with Stakeholders and Focus Groups. The next step is to assist the consultant in compiling and analyzing the data. MOVE conducted an agency survey, and the results will be made available to the consultants next month. The MOVE Board of Directors will receive a presentation from the Consultants updating you on the progress of the project. This presentation will take place at your board meeting in August or September 2021

**Travel Training** –In-person travel training will begin later this month. The mask restrictions are still in place for public transit until September 2021. Travel training is only conducted in the morning during extreme heat events. Last month I communicated that Salome Garcia resigned her position. The position has been posted and we have received a few applications. This position will be filled as soon as possible as the training process is lengthy compared to other MOVE positions.

**Stanislaus Eligibility Center** –Telephone interviews for eligibility will continue for the next few months. Our eligibility clients are high-risk, and it is important to protect our clients. Once the restrictions have been reduced due to COVID-19, we will re-assess starting in-person interviews.

**Board Meetings** – The Veteran Center lifted the mask requirements for the meeting rooms yesterday, however within the MOVE offices, we follow the guidelines determined by Stanislaus County, so we will continue to wear masks while in the office until we receive further instructions.

Chair Kenoyer asked “Do we ask the clients if they’ve been vaccinated?” Stacie responded that is a question I cannot answer at this time. I will be following the Federal Transit Administration guidelines and other agencies to determine how we will move forward to conducting in-person interviews. I will consult with legal counsel to determine what vaccine information MOVE can require and information that may be released.

## 9. Comments by Rosa De León Park, Ex-Officio

Karen Dunger, presented on behalf of Ex-Officio De León Park. Ms. Dunger reminded us that StanRTA (Stanislaus Regional Transit Authority), our new public transit consolidated agency, will be taking over all of the Stanislaus transit agencies except for Turlock on July 1, 2021. We are very excited.

We are also very happy to have renewed our contract with MOVE today, we appreciate our relationship with MOVE and value the services you provide.

## 10. Comments by Board Members

There were no additional questions or comments from the board.

## 11. Information Items

b. The following items are for information only.

May 2021 Program Reports

**12. Adjourn** – Meeting adjourned June 15, 2021, 1:51 p.m.

### **Next Scheduled Board Meeting:**

July 20, 2021 (Tuesday) @ 1:00 PM

Stanislaus Veterans Center

3500 Coffee Road, Room 114/115

Modesto, CA 95355

**Due to Covid-19 the meeting may be held on-line via “GoToMeeting” conferencing**

**DATE:** July 20, 2021  
**TO:** MOVE Board of Directors  
**FROM:** Stacie Morales  
**RE:** Website Development Agreement with Jigsaw Analytics Group, Inc.

**Agenda Item:5**

---

**Discussion:**

MOVE's current website (movestanislaus.org) was created many years ago by the staff of the contractor who operated MOVE at that time. Since the development of our website, MOVE has grown by adding several new programs and services. We now have an opportunity to create a new website that will allow us to improve features within each program, allows for future growth and will provide accessible features to assist our clients in accessing information.

Following is a partial list of the features of the new website:

Accessible Features

- Text size and contrast may be adjusted for those who are visually impaired
- Website may be translated to multiple languages with one click
- A speech to search tool will allow users to find information on the site using voice search.
- Elementor Building allows staff to edit and update areas of website. This feature reduces ongoing costs
- Allows the opportunity to add additional programs and features as MOVE grows
- Community Calendar and news submission process by agencies. This portal will allow posting of community events and news. An area for agency permissions will be installed
- Website Form Automations will allow a user to submit an interest form and complete applications for each program
- Chatbot feature will allow an area for questions to be asked and the automation will send the user to a specific location. Options will include to connect or schedule a call to the office, email or live chat with staff
- Social Media and Google Ads will be created to promote MOVE to kickstart our website, promote services and recruit volunteers

Website will include features similar to the current website:

- Responsive design will modify format for phones, tablets and laptops
- BRIDGES online Mileage submission process



Once the website project is complete, MOVE will enter into a service contract with Jigsaw Analytics Group, Inc. (Jigsaw) to provide website modifications, search Engine Optimization changes, branding updates, content uploads and Google Grants Management.

There are many benefits to working with Jigsaw on the website redesign project. We have had positive experiences in the past working with Jigsaw as they built custom databases for multiple MOVE programs. Through that work, they became very familiar with MOVE as an organization and our many community programs. In addition to their technical skills and knowledge, they are already well-versed in transit services, including ADA paratransit, travel training, rider-driver programs. This opportunity allows MOVE to connect portions of their program software into the website. These connections could include online scheduling for eligibility interviews and dashboards with instant updates on the impact MOVE has in the community. By working with Jigsaw on the website project, we will save time (and thus money) because they are already familiar with MOVE. In addition to scaffolding and building the website, Jigsaw is also able to provide the necessary graphic design and copywriting services required for this project; we will not need to engage additional outside resources. Web hosting and security is included in the Jigsaw proposal, so we will not need to find a separate 3rd party web host for our new website when it launches. The combination of developing our program software, their technical ability, and familiarity with transit-specific needs makes Jigsaw an ideal partner for this project.

**Fiscal Impact:**

The cost for creating and hosting the new website for Fiscal Year 2021/22 is \$20,000. This cost was included in the MOVE Budget for Fiscal Year 2021/22. The budget has been approved by the MOVE Board of Directors (3/21/21) and the Stanislaus Council of Governments (StanCOG) Policy Board (6/16/21). This project will be funded by Measure L.

Web hosting for the first twelve months is included in the price for the website development. The recurring monthly fee for website hosting is \$100 per month or included in the monthly support package. The recommended hosting and monthly support services is \$625 per month. Should we need additional time we can increase the support package as needed.

**Recommendation:**

Authorize the CEO of MOVE to negotiate and take any steps required to execute any and all documents necessary to execute a Website Development Agreement between Jigsaw Analytics Group Incorporated and MOVE Stanislaus Transportation.

Attached: Jigsaw Analytics Group, Inc. Website Development Agreement

# MOVE STANISLAUS TRANSPORTATION: WEBSITE DEVELOPMENT AGREEMENT

This Website Development Agreement ("Agreement") is entered into on July 20<sup>th</sup>, 2021 between **Jigsaw Analytics Group, Inc.**, 4950 Murphy Canyon Road, San Diego, CA 92123, hereinafter referred to as "**Developer**" and MOVE Stanislaus Transportation, 3500 Coffee Road, Suite 19, Modesto, California 95355, hereinafter referred to as "**Client**". The Developer and the Client shall be collectively referred to as the Parties. Under this Agreement, the Developer will provide Web Developing and related services to Client. The parties agree as follows:

**1. ACCEPTANCE.** By accepting this Agreement and using Developer's Website Development Services ("Services"), Client agrees to be bound by all the terms and conditions of this Agreement.

**2. SCOPE OF WORK.** The specific deliverables and project requirements shall be governed by the Scope of Work document (attached to this Agreement) which shall be reviewed and approved by the Parties.

Component	Time (hours)	Rate	Total Cost
Design	30	\$125	\$3,750
Backend Development	40	\$125	\$5,000
Frontend Development	50	\$125	\$6,250
Quality Assurance & Testing	15	\$125	\$1,875
Project Management	25	\$125	\$3,125
<b>Total</b>	<b>160</b>		<b>\$20,000</b>

This estimate is based on the Developer's experience with building Elementor websites. The Developer made the best effort to provide an accurate cost estimate.

Website hosting for the first twelve (12) months is free of charge. The recurring monthly fee for website hosting will be \$100/mo. A regular support package covering website modifications, including Search Engine Optimization changes, branding updates, content uploads, and Google Grants management, is also available and detailed in the schedule below. All monthly support packages are inclusive of the monthly hosting charge.

Monthly Package	Time (hours)	Rate	Total Cost
Starter	5	\$125	\$625/month
Intermediate	7	\$115	\$805/month

Advanced	10	\$110	\$1,100/month
----------	----	-------	---------------

### 3. DEVELOPER REQUIREMENTS.

1. All materials to be supplied by the Client must be provided with compatible file types and sizes.
2. Until final approval, no portions of the website will be made available to end users without the correct password and username combination.
3. Upon completion and approval of its final website, or upon termination of this Agreement, whichever occurs earlier, the Developer shall deliver any and all materials developed in the course of its performance under this Agreement.
4. Documentation shall be delivered in electronic format as agreed upon by both parties. If code is delivered in electronic format, any and all files shall be provided in compatible file formats.
5. The Developer agrees they shall maintain a website backup and one set of the final materials provided for a term up to one year.
6. If this Agreement is terminated prematurely or after the agreed backup term, the Developer will destroy any and all copies, files, and documents related to this website development services.

### 4. CLIENT TERMS.

1. Service shall begin immediately following agreement date as agreed between parties.
2. The Developer is in agreement to refrain from decompiling, disassembling, decoding, or reverse engineering of any program, code, or technology belonging to the Client.
3. The Developer acknowledges and agrees that all intellectual property (including but not limited to all trademarks, trade dress, copyrights, know-how and trade secrets) related to Client in performing the Services or contained in the deliverables hereunder are Client's and Developer has a limited license to use such intellectual property only in the performance of the Services for Client. Developer agrees to follow all instructions of Client related to Client's intellectual property and to support any and all claims or filings (state, federal or otherwise) related to Client's ownership of intellectual property.

Developer agrees to notify the company if any risks or schedule delays may take place affecting delivery dates and presentation of the final website.

**5. AGREEMENT TERM.** The term of this Agreement shall commence on July 20<sup>th</sup>, 2021 and shall continue until either all services outlined in the Scope of Work are fulfilled or March 31<sup>st</sup>, 2022, whichever occurs first. This Agreement will be terminated effective immediately after all services outlined in the Scope of Work are fulfilled or March 31<sup>st</sup>, 2022, whichever occurs first.

### 6. TERMINATION.

The Client or the Developer may terminate this Website Development Agreement at its sole discretion upon the occurrence of one or more of the following events:

1. Failure to comply with any and all terms listed above.
2. Failure to make or deliver services in accordance with the term of this contract.
3. Failure to pay.

4. The bankruptcy of either party or either party filing for bankruptcy.
5. Any credit seizure taking place with either party.
6. Upon written agreement between both parties.
7. In the event that this website development services agreement is cancelled by either party, the Developer shall issue a final invoice for any unbilled time or materials. If the Developer is not at fault, the Client agrees to pay the final invoice according to the terms of this website development services agreement.

**7. GRANTED ACCESS**

The Developer shall be granted access to any and all necessary printouts as well as documentation of any software and infrastructure that are necessary to execute this agreement.

**8. PROPRIETARY RIGHTS**

The Developer acknowledges that the Client may have sensitive or proprietary information served on the computers or in the software being maintained. Therefore, the Developer agrees to treat any information served in such systems as confidential and shall take every possible measure to ensure that such information is not deleted, modified, or distributed without the Client's consent.

**9. CONFIDENTIALITY**

The Developer, along with any associates or employees under the Developers' name, shall under no circumstances divulge or communicate any non-public materials relevant to the Client or any employees or affiliates of the Client. Any and all information deemed confidential during this agreement shall remain so during the term of this agreement.

**10. PAYMENT TERMS.**

**10.a** In consideration of the tasks being performed during the term of this Website Development Agreement, the Client has agreed to pay the Developer according to the payment schedule outlined below:

Occurrence	Payment Amount
Agreement Finalized ( <i>deposit</i> )	\$5,000
Sprint 5 Completed ( <i>~50% completed</i> )	\$5,000
Website Development Agreement Completed ( <i>100% completed</i> )	\$10,000

**10.b** Invoices are due within 30 days of the invoice being issued. Developer will submit all invoices to Client by e-mail. Interest in the amount of 1.5% percent per month will be added to any outstanding invoices remaining unpaid for more than 60 days.

**11. TAXES.** Developer shall not be liable for any taxes and other governmental fees related to purchases made by Client or from Developer's server. Client agrees that they will be fully responsible for all taxes and fees of any nature associated with products or services sold through the use of or with the aid of services provided to Client by Developer.

**12. MATERIALS AND PRODUCTS.** Any material and data Client provides to Developer in connection with Services shall be in a form requiring no additional manipulation on the part of Developer. Developer shall make no effort to validate this material or data for content, correctness, or usability. Material or data that is not in this condition shall be a breach of this Agreement. Developer, in its sole discretion, may reject material or data that Client has placed on Developer's servers or that Client has requested that Developer put on Developer's servers. Developer agrees to notify Client immediately of its refusal of any material or data and provide Client with an opportunity to amend or modify the material or data to meet the Developer's requirements. Client's failure to amend or modify the data or material as directed by Developer within a reasonable time shall be a breach of this Agreement.

**13. VIOLATIONS OF NETWORK SECURITY.** Client is prohibited from violating or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of Client's agreement. Developer will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations. These violations include, without limitation:

**13.a** Accessing data not intended for the Client or logging into a server or account that the Client is not authorized to access.

**13.b** Attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper authorization.

**13.c** Attempting to interfere with service to any Client, Developer or network, including, without limitation, via means of overloading, "flooding," "mail bombing," or "crashing".

**13.d** Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

**13.e** Taking any action in order to obtain services to which the Client is not entitled.

**14. WARRANTY AGAINST UNLAWFUL USE.**

Client warrants and represents that Client shall use Services only for lawful purposes and in accordance with all valid federal, state, and local laws and regulations governing use of e-mail and the Internet, whether or not specifically prohibited elsewhere in this Agreement. Failure to abide by the terms of this paragraph shall be grounds for immediate termination of Client's account for cause.

**15. LIABILITY; NO WARRANTY; LIMITATION OF DAMAGES.**

**15.a** Client expressly agrees that use of Services provided by Developer is at Client's sole risk.

**15.b** Developer guarantees 99.95% percent uptime for its Web hosting service.

If uptime for Client's Web server falls below 99.95% percent during any given month (or specify other payment period), Developer will credit Client as follows: 10% of monthly service fee. Any such credit shall be applied to future invoices. This credit shall be Client's sole and exclusive

compensation for any downtime or other unavailability of Developer's services under this Agreement. Developer shall have no liability of any kind for any damages or loss arising as a consequence of such downtime or unavailability.

**15.c** Developer, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that their services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through their services, unless otherwise expressly stated in this Agreement.

**15.d** Developer, its officers, agents, or anyone else involved in providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction, or unauthorized access to Developer's records, programs, or services.

**15.e** Developer will exercise no control over the content of the information passing through Developer's network except those controls expressly provided herein.

**15.f** Developer makes no warranties or representations of any kind, express or implied, for the services it is providing. Developer also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.

## **16. PATENTS, COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL PROPERTY RIGHTS.**

**16.a** Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in any product or service provided to Client belongs to Developer. These products and services are only for Client's use in connection with Services provided to Client as outlined in this Agreement.

**16.b** Client expressly warrants to the Developer that Client has the right to use any patented, copyrighted, or trademarked material which Client uses, posts, or otherwise transfers to Developer servers.

## **17. HARDWARE, EQUIPMENT, AND SOFTWARE.**

Client is responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access Developer servers. Developer makes no representations, warranties, or assurances that Client's equipment will be compatible with Developer Services.

## **18. INDEMNIFICATION.**

Client agrees to defend, indemnify, and hold Developer harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against Developer, its agents, servants, officers, and employees, that may arise or result from any Service provided or performed or agreed to be performed or any product sold by Client, Client's agents, employees, or

assigns. Client further agrees to defend, indemnify, and hold harmless Developer against liabilities arising out of:

**18.a** Any liability to Developer arising by virtue of any use of Developer's services by Client for any unlawful purpose, or in violation of any valid federal, state, or local law or regulation governing use of e-mail or the Internet;

**18.b** Any injury to person or property caused by any products sold or otherwise distributed in connection with Services provided to Client;

**18.c** Any material supplied by Client infringing or allegedly infringing on the property or proprietary rights of a third party;

**18.d** Copyright or trademark infringement by Client, or violation by Client of intellectual property rights of any other party; and

**18.e** Any defective product which Client sold or distributed by means of Services. Client agrees that the liability limit of Developer shall in no event be greater than the aggregate dollar amount which Client paid during the terms of this Agreement, including any reasonable attorneys' fees and court costs.

#### **19. ATTORNEY'S FEES.**

If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

#### **20. NOTICE.**

Client agrees to keep Developer informed of all current contact information for Client's account. Changes in Client's account information may be reported to Developer by e-mail. Failure to maintain or keep current all contact information shall be a ground for Developer to terminate Client's account for cause.

#### **21. GOVERNING LAW.**

This Agreement has been entered into in the State of California, and its validity, construction, interpretation and legal effect shall be governed by the laws of that state applicable to contracts entered into and performed entirely within that state.

#### **22. SEVERABILITY.**

In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

#### **23. WAIVER.**

No waiver by Developer of any breach by Client of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No waiver shall be effective unless it is in writing, and then only to the extent expressly set forth in such writing.

**24. ENTIRE AGREEMENT.**

This Agreement shall constitute the entire agreement between Client and Developer, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**25. SIGNATURES.** This Agreement shall be signed on behalf of CLIENT by Stacie Morales, Chief Executive Officer, and on behalf of DEVELOPER by Lesley Cole, Co-Owner, and David Gonzalez, Co-Owner and effective as of the date first above written.

Client: **MOVE Stanislaus Transportation**

\_\_\_\_\_  
**Stacie Morales**                                  **Date Signed**  
**Chief Executive Officer**

Client: **Jigsaw Analytics Group, Inc.**

\_\_\_\_\_  
**Lesley Cole**                                  **Date Signed**                  **David Gonzalez**                          **Date Signed**  
**Co-Owner**    **Co-Owner**



## Scope of Work

Jigsaw Analytics Group will perform the following tasks in this project:

1. **Design of The New Website**

We will design the new look of the website and the store. Our UI/UX designer will be working closely with you and the development team throughout the project to create an excellent experience for the customers and visitors. At Jigsaw, UI/UX design is not just a stage of the project - we are continuously working on building efficient user flows.

2. **New WordPress Development Environment Setup**

We will create a new WordPress development environment to work on the project without impacting your current live website.

3. **Easy-to-Use Elementor Building**

We will take your design dreams and turn them into a reality with Elementor Pro (while being mindful of limitations, of course). Our goal is to build a website that you can edit by yourself without any coding knowledge required. But, of course, we will be around to assist you whenever you need.

4. **Community Calendar Portal Development**

We will build your new easy to use portal for community events and news. Depending on the requirements for the functionality, we will add and configure necessary approval permissions and other extensions.

5. **Analytics Integration**

We will set up Google Analytics with Enhanced Website Reporting and dashboards to provide you with useful insight into the visitors' behavior and traffic trends.

6. **Partner Agency and News Submission Process**

We will set up a best-in-class community news portal for partner agencies to log in and submit news articles and relevant announcements.

7. **Chatbot Triage Automations**

We will work with your team to understand customer journeys and help develop a chat bot solution that best fits your needs.

8. **Website Form Automations**

We will work with you to understand your form an information funnels and work on solutions that automate information flows whenever possible.

## 9. **Your Big Debut**

We will create a social media and SEM Google Ads strategy to kick start your website traffic, increase your outreach, and tell the story of the great work MOVE is doing in the community.

## **Included Components**

### 1. **Detailed Quality Assurance**

Jigsaw spends extensive time performing quality assurance testing to make sure we catch as many flaws as possible before releasing our creation to the public.

### 2. **WordPress Hardening**

We take security very seriously. We will harden your website and add additional security measures to keep the bad guys out.

### 3. **Search Engine Optimization**

We will optimize your pages and structure to maximize your SEO potential. Additionally, we will deploy an SEO plugin of your choice, or we will suggest one.

### 4. **Performance Optimization**

Adjustments will be made regularly to ensure that your website performs well, avoiding annoying lag times.

### 5. **Documentation & Training**

We will provide you with written documentation as well as set up a training session to show you how to use and manage your new website.

### 6. **Full Transparency**

You will have access to our project management software (Basecamp) - the project task list, our internal chat, comments, and discussions.

## **Additional Features**

### 1. **Accessibility Features**

- Language translation - We will code the site so Google Translate can fully understand website copy, allowing the site to be instantly translated into any chosen language.
- Text size - As in the example site <https://equinox.atruax.dev/>, accessibility tools can be added to the site to help users with vision impairment read and interact with the site.

- Contrast - High contrast website display variants are ADA recommended tools for website accessibility.
- Voice options (speech-to-text) - Voice and question searching accounted for 50% of Google searches in 2020. Our website's speech to search tool can allow users to find information on the site using voice search.

## 2. **Eligibility Scheduling Option**

We can partner with you to explore ways to have website users schedule appointments with your staff and feed website forms into your existing workflows.

## 3. **Responsive Design**

It's critical that modern websites perform flawlessly on every platform, including mobile phones, tablets, and computer screens. All of our website designs will be optimized for these experiences.

## 4. **Continued Connectivity**

Existing volunteer driver program (BRIDGES) participants will still have access to submit reimbursement requests via the new site, making this a seamless transition.

## 5. **Custom performance tuning.**

We'll tweak and adjust to make sure your website not only looks great but performs.

## 6. **Hosting & Maintenance Package - 12 months included**

We will host and maintain your website on our super-fast hosting designed specifically for WordPress sites. What's included?

- Fully-Managed Updates
- Daily Security & Performance Checks
- 24/7 Uptime Monitoring
- Online Support (questions about WordPress, plugins, etc.)
- Developer Support (custom development, adjustments, configuration)
- As long as the task/request is not taking more than 15 minutes to complete - it's on us!
- Daily Backups
- Free Let's Encrypt SSL
- Link Monitor
- Search Engine Rank Monitor (10 keywords included)
- Image Optimization
- Content Delivery Network (15 GB per month included)
- SEO Optimizer
- Form & Popup Maker
- Privacy-Friendly Traffic Analytics

- Postmark Email Gateway (200 emails per month included)
- Monthly Maintenance Reports
- 10 GB SSD Storage
- 20,000 page views monthly

## **Optional**

### **1. Monthly Support Retainer**

A regular support package covering website modifications, including Search Engine Optimization changes, branding updates, content uploads, and Google Grants management saves you time and eliminates the need to have an experienced web developer on staff.

- Search Engine Optimization – Our team will work with you to optimize the copy and content of the website to be best-in-class for SEO (Search Engine Optimization). We want to make sure people Googling for these services in Stanislaus County find us easily and first.
- SEM/Google Grants – Google has a free grants program for 501c3 organizations that provides up to \$10k/month of free Google Ads. We can use these grant ads to get more users to the website to learn about available services, volunteer opportunities, or any other priorities MOVE has outlined.

## **Workflow & Payments**

Jigsaw is using a sprint-based methodology (agile) for all web development projects. A sprint is a set period of time during which specific work has to be completed and made ready for review. Each sprint begins with planning, during which we decide what work will be accomplished during the sprint.

### **In this project, we are suggesting ten, 14-days long sprints.**

We will be adjusting the capacity depending on the velocity of work, the number of incoming change requests, and the feedback. Please notice that we may finish the project sooner than expected if the work's speed is kept on a sufficient level.

Before the sprint starts, you will receive the following information:

1. What tasks will be worked on.
2. What is the deadline for the sprint.

## Project Timeline

<b>Project Start:</b>	20 <sup>th</sup> July 2021
<b>Sprints:</b>	10
<b>Sprint Length:</b>	14 days
<b>Estimated Completion Date:</b>	20 December 2021 (140 days)

### [Sprints Breakdown](#)

#### **Sprint 1**

- Old site content clean up and consolidation
- Design concept exploration
- UI/UX patterns testing

#### **Sprint 2**

- Ongoing website design work.
- Final understanding of what needs to be brought into new site.
- The identification of technical risks and objectives.
- Development starts.

#### **Sprints 3-5**

- Completion of the design work.
- Ongoing web development work.

#### **Sprint 6**

- Testing of the website.
- Testing of API and form automations
- Mapping of Chat Bot needs
- Implementing requested changes
- Configuration wrap-up

#### **Sprint 7-8**

- Testing and fine tuning Chat Bot
- Testing and fine tuning of form integrations
- Website QA

#### **Sprint 9**

- Stress testing
- Client QA

- Client Power User Training

### **Sprint 10**

- Soft Launch
- Hypercare
- Client Power User Training



**BRIDGES VOLUNTEER DRIVER PERFORMANCE RECORD : Year 9 : July 2020 - June 2021**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Total
<b>Ridership Statistics</b>													
# of One Way Trips	1,552	1,645	1,760	1,788	1,600	1,652	1,569	1,552	1,682	1,716	1,568		18,084
# Miles of Service Provided	12,417	12,240	12,919	13,188	11,932	11,815	11,556	13,854	13,648	14,672	13,552		141,791
# of Drivers	73	75	80	76	73	71	72	73	69	75	72		0
# of Riders													68
# of Service Hours													0
Avg. Reimbursement Per Trip	\$4.00	\$3.72	\$3.67	\$3.69	\$3.73	\$3.58	\$3.68	\$4.46	\$4.06	\$4.28	\$4.32		\$3.92
Reimbursement	\$6,209	\$6,120	\$6,459	\$6,594	\$5,966	\$5,907	\$5,778	\$6,927	\$6,824	\$7,336	\$6,776		70,895
<b>Trip Purposes</b>													
Medical	470	423	442	477	454	447	405	533	532	510	451		5,144
Grocery/RX	498	566	597	567	516	512	562	447	483	492	453		5,693
Life Trips	584	656	721	744	630	693	602	572	667	714	664		7,247
Other													0
<b>Demographic Information</b>													
Senior 55+ / Disabled													0
Disabled													0
<b>Data Entry</b>													
Online	16	15	16	15	14	13	14	13	13	13	15		157
Manually by staff	57	60	64	61	59	58	58	60	56	62	57		652







**TRAVEL TRAINING, EDUCATION, AND OUTREACH PERFORMANCE RECORD 2020/2021**

TRAVEL TRAINING	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Total
Successfully Trainings	0	0	0	0	0	0	0	0	0	2	1	2	5
Unsuccessful Trainings	0	0	0	0	0	0	0	0	0	0	0	0	0
Continued	16	15	15	16	16	16	16	1	0	0	0	0	0
<b>PARATRANSIT</b>													
ADA Certified Eligible	0	0	0	0	0	0	0	0	0	0	1	1	2
Seniors 65+ Eligible	0	0	0	0	0	0	0	0	0	0	0	1	1
Non-ADA Eligible	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TRANSIT AGENCIES AND COST AVOIDANCE</b>													
<b>MAX</b>													
#of participants trained	0	0	0	0	0	0	0	0	0	0	1	1	2
Estimated # of trips monthly	0	0	0	0	0	0	0	0	0	0	20	14	34
* Estimated Value of Trips avoided Monthly	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$489	\$342	\$831
Cost Avoidance for remainder of fiscal year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$978	\$342	\$1,320
<b>Start</b>													
#of participants trained	0	0	0	0	0	0	0	0	0	0	1	0	1
Estimated # of trips monthly	0	0	0	0	0	0	0	0	0	0	20	0	20
* Estimated Value of Trips avoided Monthly	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$524	\$0	\$524
Cost Avoidance for remainder of fiscal year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,048	\$0	\$1,048
<b>Turlock Transit</b>													
#of participants trained	0	0	0	0	0	0	0	0	0	0	0	0	0
Estimated # of trips monthly	0	0	0	0	0	0	0	0	0	0	0	0	0
Estimated Value of Trips avoided Monthly	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cost Avoidance for remainder of fiscal year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>COST AVOIDANCE SUMMARY (ALL AGENCIES)</b>													
Total number of participants trained	0	0	0	0	0	0	0	0	0	0	1	1	2
Estimated Trips Avoided Monthly	0	0	0	0	0	0	0	0	0	0	40	14	54
Estimated Trips Avoided Annually	0	0	0	0	0	0	0	0	0	0	480	168	648
Estimated ADA Mthly Cost Avoidance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,013	\$342	\$1,355
<b>Accumulative Annual Estimated Cost Avoidance 20/21</b>	19/20	20/21											\$16,262
<b>HOURS WITH SUCCESSFUL TRAINEES</b>													
Average Direct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.44	0.33	1.50	0.79	0.3
Average In-direct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.95	1.45	2.50	1.75	0.6
<b>GROUP TRAVEL TRAINING</b>													
# of sessions	0	0	0	0	0	0	0	0	1	1	0	3	5
# of trainees	0	0	0	0	0	0	0	0	9	18	0	10	37
<b>EDUCATION AND OUTREACH</b>													
Events/Presentations/Agency Contacts	0	0	0	1	0	0	0	0	1	2	37	72	113
# of Contacts	0	1	0	1	0	0	0	0	1	2	53	280	338

\* Will update cost per trip when available

Due to Covid-19 All Travel Trainings were conducted via Virtual Trainings

Hours with Successful Trainees will vary when you have large group trainings

Group trainings do not always avoid a Paratransit, many are seniors that have group training

# VetsVan Summary Report

Month	Service Days	Unique Riders	Unique Drivers	Timesheet Hours	Service Hours	Service Miles	Perf	Canc	No Show	Cap	Denials		
											NE	Vol	SN
<b>TOTAL</b>	250			1702.5	527.67	25,448.68	607	217	0	0	0	12	2
Jul 2020	23	16	7	153.5	45.77	2,177.66	60	12	0	0	0	0	0
Aug 2020	21	13	5	72	24.74	1,196.69	30	22	0	0	0	0	0
Sep 2020	21	18	6	90	31.97	1,590.80	35	24	0	0	0	0	0
Oct 2020	22	17	7	221	59.67	2,879.21	63	4	0	0	0	0	0
Nov 2020	18	18	6	144.25	39.52	1,851.15	50	16	0	0	0	4	0
Dec 2020	20	14	6	103.75	34.94	1,690.22	34	20	0	0	0	2	0
Jan 2021	19	14	7	73.5	22.38	997.63	32	12	0	0	0	0	0
Feb 2021	19	21	6	163.25	58.31	2,886.82	60	14	0	0	0	0	0
Mar 2021	23	24	8	221.5	64.59	3,070.41	77	24	0	0	0	2	2
Apr 2021	22	19	7	151	42.87	2,068.00	56	32	0	0	0	0	0
May 2021	20	20	8	144.75	49.52	2,454.30	48	15	0	0	0	2	0
Jun 2021	22	23	8	164	53.39	2,585.79	62	22	0	0	0	2	0