MOVE Office 4701 Sisk Rd. Ste. 201 Modesto, CA 95356

If you are planning to come in person to the meeting, please arrive 15 – 20 minutes early to get a tour of our new location.

You may also attend this meeting by utilizing "GoToMeeting" online conferencing.

Email Laura Coutrakis for meeting Link

laurac@movestanislaus.org

<u>AGENDA</u>

- 1. Call to Order
- 2. Roll Call -

Jenny Kenoyer Jeff Lambaren Pat Maisetti Lupe Aguilera Geri Vargas

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 November 15, 2022 Board Meeting.

5. Fiscal Year 2021/22 Audited Financial Statements and Independent Auditors' Report – Phil McGuire, Brian Henderson, Hudson Henderson & Company, LLC

Action: Accept the Fiscal Year 2021/22 Audited Financial Statements and the Independent Auditor's Report.

6. Finance Report – July through October 2022 – Phil McGuire and Clint Miller



- 7. Update regarding Catholic Charities Transition Phil McGuire
- 8. Performance Updates Hayley Vieyra
- 9. Contract with Marilyn Cole for professional services.

Action: Approve a personal services Standard Agreement with Marilyn Cole and authorize the CEO to undertake any actions necessary to implement the agreement.

- 10. CEO Report
- 11. Comments by Rosa De León Park, Ex-Officio
- 12. Comments by Board Members
- 13. Information Items

The following items are for information only November 2022 Program Reports

14. Adjourn to Closed Session

Update regarding the CEO Search – Phil McGuire

Plan for round one interviews

15. Adjourn

Next Scheduled Board Meeting:

January 17, 2023 1:00 pm 4701 Sisk Road Ste. 201 Modesto, CA 95356

This meeting will be held in person and on-line via "GoToMeeting" conferencing.



DATE: December 20, 2022

TO: MOVE Board of Directors

RE: Minutes of November 15, 2022

Agenda Item: 4

Meeting Minutes

1. Call to Order 1:01 PM

2. Roll Call -

Jenny Kenoyer Jeff Lambaren Pat Maisetti - absent Lupe Aguilera - absent Geri Vargas

Also present at the meeting were: Phil McGuire, Hayley Vieyra, Clarissa Hernlund and Laura Coutrakis.

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 October 18, 2022, Board Meeting.

Motion made by Director Vargas seconded by Vice Chair Lambaren to approve the minutes of October 18, 2022, Board Meeting.

Passed: Unanimous

5. Authorizing the CEO to Execute the 5310 Transit Grant Agreement with the California Department of Transportation – Hayley Vieyra

Action: Authorize the MOVE Chair and Interim CEO to execute an agreement authorizing the CEO to execute the 5310 Transit Grant Agreement with the California Department of Transportation to continue compliance with the 5310-grant contract.

Discussion: Ms. Vieyra shared that we have the opportunity to obtain another 5310 vehicle for our programs, as well as giving authorization for our Interim CEO, Phil McGuire to negotiate and sign to approve 5310 Grant agreement.

No questions were presented.



Motion made by Vice Chair Lambaran seconded by Director Vargas to authorize the MOVE Chair and Interim CEO to execute an agreement authorizing the CEO to execute the 5310 Transit Grant Agreement with the California Department of Transportation to continue compliance with the 5310-grant contract.

Passed: Unanimous

6. Catholic Charities Transportation Program – Phil McGuire

Action: Authorize the CEO to prepare plans and negotiate any agreements necessary to accomplish the transfer of the Catholic Charities transportation program to MOVE effective July 1, 2023.

Discussion: Phil McGuire shared that after meetings with StanCOG and Catholic Charities, MOVE has agreed to take over the current Catholic Charities senior transportation program due to MOVE's proven experience with volunteer transportation programs. Catholic Charities has struggled to provide consistent, effective transportation through the program, therefore MOVE will be assuming the responsibilities for the program July 2023, or sooner depending on Catholic Charities ability to fund the program through the month of June. MOVE will be working with Catholic Charities through the transition of the program. Funding for the program which is provided by StanCOG and disbursed by MOVE to Catholic Charities will be retained by MOVE after July 1, 2023 to support the transitioned operation.

Director Vargas: Asked if we are going to follow the same process that Catholic Charities has done. Mr. McGuire stated that the program was originally intended to be a volunteer driver program, but that Catholic Charities has struggled to retain volunteer drivers and has relied on the two paid drivers primarily, which has limited ride capacity. Therefore, MOVE will be looking at what can be changed to enhance and streamline the program to provide the most rides possible with the vehicle fleet provided. We will be looking at more technically advanced processes to accomplish the original goals of the program.

Vice Chair Lambaren asked if we are starting this program in July 2023? Mr. McGuire stated that July is when the contract with Catholic Charities ends. However, if they are unable to continue the program through July 1st 2023, we may be taking the project over sooner.

Chair Kenoyer shared that she received information from Catholic Charities about some designs for their new logo, as they are rebranding, and it looked like the transportation program was included in the rebranding project. Mr. McGuire shared that it was brought to his attention that they were working on rebranding and spoke to Catholic Charities CEO about transitioning the program, prior to continuing with the rebranding, to ensure that the public is not further confused about the transportation program. The CEO of Catholic Charities agreed to stop the rebranding project for their transportation program.

Motion made by Vice Chair Lambaren seconded by Director Vargas to authorize the CEO to prepare plans and negotiate any agreements necessary to accomplish the transfer of the Catholic Charities transportation program to MOVE effective July 1, 2023.

Passed: Unanimous



7. Approve MOVE Board of Directors 2023 Meeting Schedule and Calendar – Phil McGuire, Interim CEO

Action: Approve the MOVE Board of Directors 2023 Meeting Schedule and Calendar

Motion made by Director Vargas seconded by Vice Chair Lambaren to approve the MOVE Board of Directors 2023 Meeting Schedule and Calendar.

Passed: Unanimous

8. CEO Recruitment Process - Phil McGuire

Discussion: Mr. McGuire shared that he was able to attend the Fall 2022 CalACT conference, posting our search for a new CEO on their site already, as well as through Modesto Bee and several other agencies which are related to transportation.

Director Vargas asked if MOVE will be paying moving expenses to a CEO if the chosen applicant is from out of the area. Mr. McGuire stated that we can look at that perhaps once we've narrowed the pool of potential applicants down to two or three individuals.

Vice Chair Lambaren after having previously read the Recruitment Process provided in the agenda packet, asked how many people would be on the sub-committee to decide about who will be hired for the CEO position. Mr. McGuire stated that he would be open to either two or three board members, or even all five board members depending on availability of Board Members. Chair Kenoyer stated she feels it would be best to have all five board members actively participating in the CEO hiring process, once the pool has been narrowed to two or three ideal candidates.

9. CEO Report

MOVE's Relocation: Mr. McGuire shared that our scheduled move date is currently December 8, 2022. Items needed for the new office has been ordered, and construction at the new site in underway. In the new location, MOVE is on the 2^{nd} floor, so we have to make plans for where our clients will be dropped off, and how they will navigate their way to our office on the 2^{nd} . floor. MOVE has approximately eight eligibility clients per day. We need to map out the path for assessment testing. We want to ensure a smooth transition for our staff and clients.

Board Holiday Gathering: Mr. McGuire shared that he would like to have a gathering with the Board to celebrate the holidays together. He asked if the Board would be open to the idea and should we allow everyone to bring a spouse or friend. Chair Kenoyer would like to see only one other person per Board Member. Vice Chair Lambaren suggested that we send out a poll with recommended dates and times for a holiday event to simplify the date selection process.

Program Progress Review: Ms. Hayley Vieyra shared a summary overview of each of our program reports, showing the growth and changes taking place in our programs. Chair Kenoyer shard that Bridges was the original program which started the need for MOVE. She asked about the current mileage reimbursement rate. Ms. Hayley shared that it is still being



reimbursed at \$.50 per mile. Chair Kenoyer and Director Vargas both feel we need to look at changing the reimbursement rate this year so it's closer to the IRS mileage reimbursement rate. If the funding is available.

10. Comments by Rosa De León Park, Ex-Officio

Clarissa Hernlund shared the gratitude StanCOG has for all MOVE does.

11. Comments by Board Members

Director Vargas wanted to give special thanks to Phil McGuire for stepping in to assist move through our current transition and search for a new CEO.

12. Information Items

The following items are for information only October 2022 Program Reports

13. Adjourn 2:44 PM

Next Scheduled Board Meeting:

December 20, 2022 (Tuesday) @ 1:00 PM Stanislaus Veterans Center 3500 Coffee Road, Room 112 Modesto, CA 95355

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



DATE: December 20, 2022

TO: MOVE Board of Directors

FROM: Phil McGuire, Interim CEO

RE: FY 21-22 Independent Audit Report Agenda Item: 5

Discussion:

MOVE is required by the Stanislaus Council of Governments (StanCOG) and as a recipient of Transportation Development Act (TDA) and Measure L funds to submit an annual certified fiscal audit. The report includes a certification that the funds allocated to MOVE Stanislaus Transportation were expended in conformance with MOVE by-laws, applicable laws, rules, and regulations.

MOVE maintains its financial statements in conformity with generally accepted accounting principles issued by the Governmental Accounting Standards Board. These financial statements must be audited by an independent certified public accounting (CPA) firm.

The CPA firm of Hudson Henderson & Company, LLC completed its independent auditors' report on MOVE's Annual Financial Statements from July 1, 2021, through June 30, 2022.

Within this report, you will find the following:

- Statement of Financial Position, Page 4
- Statement of Activities, Page 5
- Statement of Functional Expenses, Page 6
- Statement of Cash Flows, Page 7
- Notes to Financial Statements, Pages 8 12
- Results of Audit, Pages 15-16

The auditor reports the financial statements present fairly, in all material respects, the financial position of the Organization as of and for the period from the date of July 1, 2021, through June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Additionally, the auditor did not identify any deficiencies in internal control. The results of their tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards or the TDA.

Fiscal Impact:

On June 21, 2018, the MOVE Board of Directors authorized the Chief Executive Officer (CEO) to execute a contract with Hudson Henderson & Company, LLC. The not to exceed cost for auditing and tax services for fiscal years 2018 through 2022 is \$38,825. The auditing and tax services (\$7,990) for fiscal year 2020/21 were included in the approved budget prepared by MOVE for fiscal year 2021/22.



Recommendation:

Accept the Fiscal Year 2020/21 Audited Financial Statements and the Independent Auditors' Report.

Attachment:

A. MOVE Stanislaus Transportation Financial Statements and Independent Auditors' Report for the year ended June 30, 2022.

MOVE STANISLAUS TRANSPORTATION, INC.

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT

FOR THE YEAR ENDED JUNE 30, 2022

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors

MOVE Stanislaus Transportation, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of MOVE Stanislaus Transportation, Inc. (the Organization), a nonprofit organization, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

7473 N. INGRAM AVE., SUITE 102 • FRESNO, CA 93711

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or
 error, and design and perform audit procedures responsive to those risks. Such procedures include
 examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that
 are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness
 of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Combining Schedule of Functional Expenses and Schedule and Status of Measure L Cash on pages 13 and 14 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining Schedule of Functional Expenses and Schedule and Status of Measure L Cash are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

Hudson Harderson & Company, Inc.

in accordance with Government Auditing Standards, we have also issued our report dated November 1, 2022, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Organization's internal control over financial reporting and compliance.

HUDSON HENDERSON & COMPANY, INC.

Fresno, California November 1, 2022

MOVE STANISLAUS TRANSPORTATION, INC. STATEMENT OF FINANCIAL POSITION JUNE 30, 2022

ASSETS

Current Assets Cash and cash equivalents Accounts receivable Prepaid expenses	\$	1,140,251 6,235 45,084
Total current assets		1,191,570
Property and equipment, net		99,897
Total Assets	\$	1,291,467
LIABILITIES AND NET ASSETS		
Liabilities Current Liabilities Accounts payable and accrued expenses Accrued retirement and vacation Unearned revenue	\$	42,429 50,549 804,200
Total current liabilities		897,178
Total liabilities		897,178
Net Assets With donor restrictions Without donor restrictions		394,289
Total net assets	_	394,289
Total Liabilities and Net Assets	\$	1,291,467

MOVE STANISLAUS TRANSPORTATION, INC. STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2022

		nout Donor	th Donor strictions	Total	
SUPPORT AND REVENUES Grants and contracts	\$	710,527	\$ 598,603	\$	1,309,130
Net assets released from restrictions: Satisfaction of grant requirements		598,603	 (598,603)	<u></u>	
Total Support and Revenues		1,309,130	 		1,309,130
EXPENSES Program services Management and general		886,687 486,778	 -		886,687 486,778
Total Expenses		1,373,465	 <u> </u>		1,373,465
Change in Net Assets		(64,335)	-		(64,335)
Net Assets at Beginning of Year		458,624	 		458,624
Net Assets at End of Year	_\$	394,289	\$ 	\$	394,289

MOVE STANISLAUS TRANSPORTATION, INC. STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2022

	Program Services		-		nagement d General	 Total
Salaries Payroll taxes and fringe benefits Rent Program expenses Depreciation Legal and professional services Telephone Travel Mileage Employee development Office/computer supplies Internet Business insurance Equipment/software maintenance Postage and delivery Licenses and taxes	\$	333,012 145,700 24,485 337,780 - 7,269 - 3,110 - 23,185 5,328 - - 6,718 100	\$ 235,143 116,777 8,462 251 12,346 71,084 2,715 4,679 1,271 6,470 5,839 1,924 6,912 8,568 2,947 1,390	\$ 568,155 262,477 32,947 338,031 12,346 71,084 9,984 4,679 4,381 6,470 29,024 7,252 6,912 8,568 9,665 1,490		
TOTAL EXPENSES	\$	886,687	\$ 486,778	\$ 1,373,465		

MOVE STANISLAUS TRANSPORTATION, INC. STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2022

Cash Flows from Operating Activities Change in net assets Adjustments to reconcile the change in net assets	\$ (64,335)
to net cash used by operating activities: Depreciation	12,346
Changes in operating assets and liabilities: Accounts receivable	29,128 (21,401)
Prepaid expenses Accounts payable and accrued expenses Accrued retirement and vacation	6,000 14,040
Unearned revenue	 (457,672)
Net cash used by operating activities	 (481,894)
Cash Flows from Investing Activities	(81,822)
Purchase of property and equipment	
Net cash used by investing activities	 (81,822)
Net decrease in cash and cash equivalents	(563,716)
Cash and Cash Equivalents, Beginning of Year	 1,703,967
Cash and Cash Equivalents, End of Year	\$ 1,140,251

NOTE 1 - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities: In 1979, California law established the concept of regional Consolidated Transportation Services Agencies (CTSA) in an effort to improve the coordination of various programs and funding sources that serve the transportation needs of older adults, people with disabilities, and low-income populations. The Stanislaus Council of Governments (StanCOG) designated MOVE Stanislaus Transportation, Inc. (MOVE) as the CTSA for Stanislaus County. MOVE (the Organization) has been in operation since October 18, 2017. MOVE (the Organization) is staffed by ten employees and is funded by a combination of Local Transportation Funds (LTF), various competitive Federal Transportation Administration (FTA) grants and Measure L support.

The Organization is a nonprofit organization dedicated to connecting the residents of Stanislaus County with transportation options to improve access to their community. The Organization empowers people to improve their lives by finding the most appropriate mode of transportation based on their needs by offering a variety of programs to fit the diverse needs of their clients.

Basis of Presentation: Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Accounting Standards Update (ASU) 2016-14, Topic 958, Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities. Under ASU 2016-14, Topic 958, the Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are the portion of net assets over which the governing board has discretionary control for the general operations of the Organization. The only limits on net assets without donor restrictions are limits resulting from contractual agreements.

Net assets with donor restrictions are the portion of net assets resulting from contributions, pledges, and other inflows of assets whose use by the Organization is limited by donor-imposed restrictions that expire by the passage of time or usage, and the portion of net assets restricted by external parties (donors, grantors, or laws and regulations) in ways that are not dependent on the passage of time.

Method of Accounting: The Organization uses the accrual basis method of accounting in accordance with accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents: For purposes of reporting the Statement of Cash Flows, the Organization considers all cash accounts and all highly liquid debt instruments purchased with an original maturity of three (3) months or less to be cash equivalents. Certificates of deposit with original maturity dates of greater than three (3) months are classified as investments.

Accounts Receivable: The Organization estimates the allowance for doubtful accounts based on an analysis of specific donors and clients, taking into consideration the age of past due amounts and an assessment of the donor's ability to pay. At June 30, 2022, management considered all accounts to be fully collectible and, therefore, no allowance was recorded in the accompanying financial statements. Total receivables expensed to bad debt during the year ended June 30, 2022 was \$0.

<u>Property and Equipment</u>: Property and equipment are stated at cost, less accumulated depreciation. Depreciation is computed by using the straight-line method depreciated over the estimated useful life of the asset. Leasehold improvements are depreciated using the straight-line method over the lesser of the estimated useful life of the asset or the related lease term. Major replacements and improvements, in excess of \$1,000, or per management's discretion as determined to have a useful life, are capitalized at cost. Maintenance, repairs, and minor replacements are expensed when incurred.

NOTE 1 - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment (continued):

Estimated useful lives vary within the following ranges:

	Years
Office furniture	7
Computer equipment and software	5
Vehicles	5-10

Furniture, equipment, and vehicles acquired with specific grant funds are considered to be owned by the Organization while used in the program; however, these specific funding agencies have a reversionary interest in all such property. Such equipment is shown as Contributed Capital. Accordingly, further use or disposition thereof, as well as utilization of any proceeds from disposition, is subject to applicable regulations as provided for by law or by the specific funding agency's contract.

Compensated Absences: The Organization recognizes compensated absences as a liability. As of June 30, 2022, the accrued vacation balance was \$37,726, which is recorded within the accrued retirement and vacation liability on the Statement of Financial Position. Sick leave is not vested and, therefore, is not accrued.

<u>Unearned Revenue</u>: Unearned revenue includes unearned grant revenues and advanced grant funding. Both represent monies received by the Organization, but not yet spent, or earned in accordance with the grant agreements.

<u>Support and Revenue</u>: The Organization receives grant support primarily through federal, state, and local agencies. Support received from those grants is recognized when earned under the terms and conditions of the award, generally when the related grant expenditure is incurred.

The Organization follows the guidance of FASB ASU 2018-18, Not-for-Profit Entities (Topic 958) — Clarifying the scope and the Accounting Guidance for Contributions Received and Contributions Made. This ASU clarifies and improves the scope and the accounting guidance for contributions received and contributions made, whether as a contribution or an exchange transaction, and whether a contribution is conditional. The Organization classifies contributions in accordance with this ASU in the Statement of Activities.

In May 2014, FASB issued ASU No. 2014-09 (Topic 606), Revenue from Contracts with Customers. This update was to iclarify the principles for recognizing revenue and to develop a common revenue standard for U.S. GAAP and IFRS and to establish the principles to report useful information to users of the financial statements about the nature, timing, and uncertainty of revenue from contracts with customers. The Organization classifies revenues from contracts with customers this ASU in the Statement of Activities.

<u>In-Kind Contributions</u>: Contributions of donated non-cash assets are recorded at their fair values in the period in which they were received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

<u>Exchange Transactions</u>: Revenues earned from contracts, grants, and membership fees are considered to be exchange transactions. Revenues from exchange transactions are reported gross of any related expense in the accompanying financial statements.

<u>Income Taxes</u>: The Organization is a tax-exempt status Organization under Section 501(c)(3) of the Internal Revenue Code and Section 23701(d) of the State of California Corporate Code. The Organization is subject to taxation on any unrelated business income.

NOTE 1 - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

<u>Allocation of Expenses</u>: The Organization charges all direct expenses to the appropriate grants as specified in the corresponding grant contract. The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Fair Value of Financial Instruments: Financial instruments include cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable and accrued expenses, accrued retirement and vacation and unearned revenue, none of which are held for trading purposes. The fair values of all financial instruments do not differ materially from the aggregate carrying values of the financial instruments recorded in the accompanying Statement of Financial Position. The carrying amounts of these financial instruments approximate fair value because of the short-term maturities of those instruments.

Concentrations of Credit Risk: The Organization maintains cash balances in several financial institutions. Cash balances in interest-bearing transaction accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000 per institution. As of June 30, 2022, the Organization had \$943,600 held with financial institutions that were uninsured. Management considers this a normal business risk and has not experienced any losses in such accounts.

Subsequent Events: In compliance with accounting standards, management has evaluated events that have occurred after year-end to determine if these events are required to be disclosed in these basic financial statements. Management has determined the event as disclosed in Note 11 requires disclosure. These subsequent events have been evaluated through November 1, 2022, which is the date the financial statements were available to be issued.

NOTE 2 - AVAILABILITY OF FINANCIAL ASSETS

The Organization's financial assets available within one year of the Statement of Financial Position date for general expenditures are as follows:

	Amount
Cash and cash equivalents Accounts receivable	\$ 1,140,251 6,235
Total financial assets available for general expenditures within one year	\$ 1,146,486

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following for the year ended June 30, 2022:

	 Amount	Percentage
LISC Sigala Incorporated	\$ 27	0.4%
	 6,208	99.6%
	\$ 6,235	100%

NOTE 4 - GRANT AND CONTRACT REVENUES

Grant and contract revenues consisted of the following for the year ended June 30, 2022:

	 Amount	Percentage
ARB JARC Measure L TDA Measure L regional Vaccine Access Fund	\$ 25,289 30,090 535,658 710,527 1,719 1,268 4,579	1.93% 2.30% 40.92% 54.27% 0.13% 0.10% 0.35%
Sustainable Communities	\$ 1,309,130	100%

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment activity for the year ended June 30, 2022 consisted of the following:

	_	alances 01, 2021	Ac	ditions	ons and stments	 alances 30, 2022
Computer equipment and software Office Furniture Vehicles	\$	46,349 14,519 19,310	\$	12,364 69,458	\$ (877) - -	\$ 57,836 14,519 88,768
Property and Equipment, Gross		80,178		81,822	 (877)	 161,123
Less: Accumulated Depreciation		(49,757)		(12,346)	 877	 (61,226)
Property and Equipment, Net	\$	30,421	\$	69,476	\$ 	\$ 99,897

Depreciation expense for the year ended June 30, 2022, was \$12,346.

NOTE 6 - EMPLOYEE BENEFIT PLAN

The Organization sponsors a qualified retirement contribution plan (the Plan). Under the Plan, the Organization will contribute a percentage of the employees' annual salary to the Plan based on the years of continuous service. All employees are eligible for the Plan after two years of service. Employer contributions for the year ended June 30, 2022, were \$43,101, or 7.59% of salaries.

NOTE 7 - ECONOMIC DEPENDENCY

The Organization receives 99.55% of its support and revenue from governmental entities in the form of grants and contracts. Continued operation of the Organization is continued upon continued availability of funds from state and municipal funding sources.

NOTE 8 - OPERATING LEASES

The Organization leases its office facilities under a sublease with the County of Stanislaus executed on November 1, 2017, with a lease term from November 1, 2017 to June 30, 2020. In the year ended June 30, 2020, the Organization exercised the option to extend the term of the sublease and extended the lease agreement through June 30, 2023. The monthly rental payments as of June 30, 2022, were \$2,746. Annual future minimum rental payments are as follows:

Fiscal Year Ending June 30,	 mount
2023	\$ 32,952
Total minimum rental payments	\$ 32,952

The total rental expense for the year ended June 30, 2022 was \$32,947.

NOTE 9 - INCOME TAXES

The Organization is exempt from federal taxes under Section 501(c)(3) of the Internal Revenue Code and applicable state law. Management is unaware of any activities that would jeopardize the Organization's tax-exempt status and is also not aware of any activities that are subject to tax on unrelated business income or excise or other tax. All required filings with tax authorities are up-to-date.

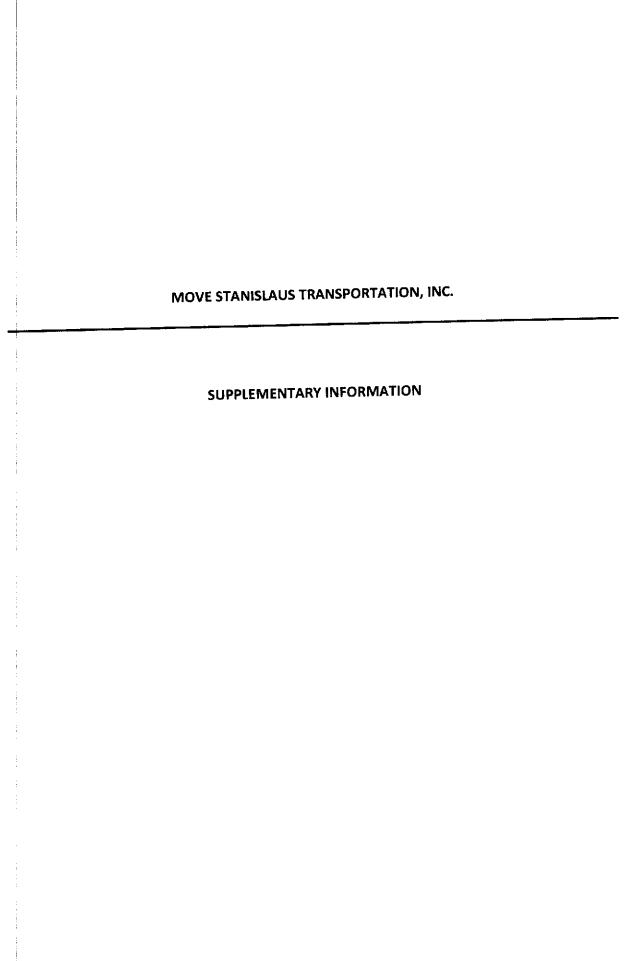
The accounting standard on accounting for uncertainty in income taxes addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under that guidance, the Organization may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities based on the technical merits of the position. Examples of tax positions include the tax-exempt status of the Organization and various positions related to the potential sources of unrelated business taxable income ("UBTI"). The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement. There were no unrecognized tax benefits identified or recorded as liabilities for the year ended June 30, 2022. The Organization files tax forms in the U.S. federal jurisdiction and the State of California. The Organization will generally not be subject to examination by these agencies three and four years, respectively, after filing.

NOTE 10 - COVID-19 CONTINGENCY

Management has determined the events regarding the Novel Coronavirus (COVID-19) require disclosure in accordance with accounting standards. On March 4, 2020, Governor Newsom issued an emergency proclamation declaring a state of emergency in California due to COVID-19. The COVID-19 outbreak is ongoing, and the ultimate geographic spread of the virus, the duration and severity of the outbreak and the economic and other actions that may be taken by government authorities to contain the outbreak or treat its impact are uncertain. A vaccination has been created and is being administered throughout the State, including the Organization's service area. The ultimate impact of COVID-19 on the operations and finances of the Organization remains unknown.

NOTE 11 - SUBSEQUENT EVENT

Subsequent to June 30, 2022, the Organization signed a new office lease agreement and will be relocating their offices in the subsequent year. As such, facilities lease expense is expected to increase from \$2,746 per month to \$9,630 per month.



MOVE STANISLAUS TRANSPORTATION, INC. COMBINING SCHEDULE OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2022

SUPPORTING SERVICES PROGRAM SERVICES Total Program Management Tech Travet Fare TOTAL and General Services VOGO VetsVan Velley Flex Training LISC Partners Developement HSCP Assistance Bridges Eligibility_ \$ 235,143 \$ 568,155 333,012 1,049 \$ 59,279 \$ 82,745 \$ 18,357 \$ \$ 1,610 5 2,334 \$ 4,413 \$ \$ 37,777 \$125,448 Saiaries 262,477 116,777 Payroll taxes and 145,700 31,137 311 14,083 30,627 651 51,434 1,309 2,048 14,100 32,947 8,462 fringe benefits 24,485 4,362 1,503 5,926 44 189 114 2,708 9,639 251 338,031 337,780 Rent 333 39,797 177,587 20,000 68 4,720 1,200 94,075 12,346 12,346 Program expenses Depreciation 71,084 71,084 Legal and 9,984 professional services 7,269 2,715 1,110 29 342 1,852 18 32 42 2,946 898 4,679 4,679 Telephone 4,381 3,110 1,271 Travel 15 117 2,383 210 212 112 6,470 61 6,470 Mileage 29,024 5,839 23,185 Employee development 3,891 69 1,507 4,664 703 95 264 2,984 9,008 1,924 7,252 Office/computer supplies 5,328 10 891 1,290 297 33 15 2,133 29 630 6,912 6,912 Internet Business insurance 8,568 8,568 Equipment/software 9,665 6,718 2,947 maintenance 90 5,651 977 1,390 1,490 100 Postage and delivery 100 Licenses and taxes \$ 486,778 886,687 \$ 140,584 \$ 1,816 \$ 36,389 \$211,191 \$ 5,404 \$ 6,810 \$ 3,109 20,000 \$129,587 \$177,587 \$154,210 TOTAL EXPENSES

MOVE STANISLAUS TRANSPORTATION, INC. SCHEDULE AND STATUS OF MEASURE L CASH FOR THE YEAR ENDED JUNE 30, 2022

PROGRAM FUNDING	\$	78,634
Funding received from StanCOG		1,071
Interest		
Total Funding		79,705
EXPENDITURES		537,377
Measure L expenditures		337,377
Total Expenditures		537,377
Change In Measure L Cash Available		(457,672)
Beginning Measure L Cash Balance	<u></u>	1,261,872
Ending Measure L Cash Balance	\$	804,200



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE WITH THE TRANSPORTATION DEVELOPMENT ACT AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND THE MEASURE L PROGRAM

To the Board of Directors

MOVE Stanislaus Transportation, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and certain provisions of the Measure L: Local Road First Transportation Funding Measure (the *Measure L Program*), issued by the Stanislaus Council of Governments acting as the Stanislaus County Transportation Authority, the financial statements of MOVE Stanislaus Transportation, Inc. (the Organization), which comprise the statement of financial position as of June 30, 2022, the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, which collectively comprise the Organization's financial statements and have issued our report thereon dated November 1, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and the *Measure L Program*, noncompliance with which could have a direct and material effect on the determination of financial statement amounts.

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Our audit was further made to determine that Transportation Development Act (TDA) Funds were expended in conformance with the applicable statues, rules and regulations of the TDA and Section 6667 of the California Code of Regulations. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, the Measure L Program or the TDA.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards*, the *Measure L Program* and the TDA in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HUDSON HENDERSON & COMPANY, INC.

Hudson Harderson & Company, Inc.

Fresno, California November 1, 2022



DATE: December 20, 2022

TO: MOVE Board of Directors

FROM: Phil McGuire, Interim CEO

RE: YTD Financial Report Agenda Item: 6

Discussion:

The MOVE financial statements are prepared by Clint Miller of Miller Consulting. He has been preparing the statements for many years. He contributes greatly to the performance of MOVE not only through keeping very accurate records but also by analyzing our financial position and offering suggestions regarding financial decisions.

Attached are the Year To Date (YTD) financial statements through the first four months of the fiscal year. While most of the report regarding the statements will be presented in person at the Bd meeting, it is worth noting some of the most significant aspects of MOVE's financial position. First, the agency is doing very well financially. We are operating significantly under budget thus far. Among the most significant reasons for being under budget is the fact that certain planned actions have not occurred. In particular, there was a plan to add three additional staff members this fiscal year. Their expense was budgeted for the entire year. This also includes their benefits and taxes. To date, only one of the positions has been filled and that one only very recently. This results in major savings. Other areas such as consulting are also substantially under budget, though this will change with the current CEO contract which is charged as consulting. Other items will be highlighted at the Bd meeting.

Fiscal Impact:

The impact of this financial position and the trend through the remainder of the year is that the year will likely end under budget. The funds that have been claimed and may remain unexpended will then be carried over into the next fiscal year. This will all be analyzed in great detail in the upcoming budget process. We expect to begin the budget process in January, somewhat earlier than in previous years. This will allow for much or all of it to be accomplished while Phil McGuire is still in the Interim CEO position.

Recommendation:

There is no action recommended regarding this item. It is for information only.

Attachment:

MOVE Stanislaus Statement of Financial Position as of October 31, 2022.

MOVE Stanislaus Budget vs. Actual Profit and Loss Statement as of October 31, 2022.

MOVE Stanislaus Transportation Statement of Financial Position

As of October 31, 2022

ASSETS	
Current Assets	
Bank Accounts	
101100 Checking - OVCB	1,049,214
101120 Savings - ML 1141	565,240
101125 Savings ML 1141 Comm Conn	75,360
Total 101120 Savings - ML 1141	\$ 640,600
101200 Petty Cash	1,000
Total Bank Accounts	\$ 1,690,814
Other Current Assets	
103105 Disputed Charges	70
103110 Prepaid Expenditures	9,630
Total Other Current Assets	\$ 9,700
Total Current Assets	\$ 1,700,514
Fixed Assets	
111000 Capital Assets	
111100 Furniture & Fixtures	14,519
111200 IT Equipment	53,958
111300 Vehicles	88,768
119000 Accumulated Depreciation	(64,293)
Total 111000 Capital Assets	\$ 92,952
Total Fixed Assets	\$ 92,952
Other Assets	
120100 Deposits	9,500
Total Other Assets	\$ 9,500
TOTAL ASSETS	\$ 1,802,966
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
201100 Accounts Payable (A/P)	 142
Total Accounts Payable	\$ 142
Credit Cards	
203150 Credit Card - 3390 SM	116
203155 Credit Card - 4265 HV	 2,940
Total Credit Cards	\$ 3,055
Other Current Liabilities	
203200 Vacation Accrual Liability	37,726
203210 Employee Retirement Accrual Liability	508
203400 Unearned ML	497,219
203405 Unearned ML Comm Conn	 74,931
Total Other Current Liabilities	\$ 610,383
Total Current Liabilities	\$ 613,581
Total Liabilities	\$ 613,581
Equity	
301200 Retained Earnings	394,290
Net Revenue	 795,095
Total Equity	\$ 1,189,385
TOTAL LIABILITIES AND EQUITY	\$ 1,802,966

Move Stanislaus Transportation Budget vs. Actuals: FY23 P&L

July - October, 2022

	Actual	YTD Budget	% of Budget	Annual Budget	Budget Remaining
Revenue					
413000 Measure L Revenue	230,327	427,820	54%	1,283,468	1,053,141
413500 Measure L Regional Revenue	1,984	58,660	3%	176,000	174,016
414000 TDA Revenue	1,154,711	1,315,849	88%	1,315,849	161,138
414100 Supplemental TDA Revenue	1,480				
Total Revenue	1,388,502	1,802,329	77%	2,775,317	1,386,815
Gross Profit	1,388,502	1,802,329	77%	2,775,317	1,386,815
Expenditures					
512111 Marketing	500	8,320	6%	25,000	24,500
513000 Consulting					
513100 Accounting Services	13,501	19,660	69%	59,000	45,499
513110 Audit		-		7,990	7,990
Total 513100 Accounting Services	13,501	19,660	69%	66,990	53,489
513200 IT Services	3,316	4,000	83%	12,000	8,684
513300 Legal Services	4,295	8,320	52%	25,000	20,705
513400 Management Consulting		9,660	0%	29,000	29,000
513500 Human Resources Svc	820	1,000	82%	3,000	2,180
Total 513000 Consulting	21,932	42,640	51%	135,990	114,058
514000 Employee Mileage	2,299	4,660	49%	14,000	11,701
514010 Employee Development	(377)	4,320	-9%	13,000	13,377
515000 Facilities					
515002 Facility Rent	13,728	30,000	46%	90,000	76,272
515005 Janitorial		4,000	0%	12,000	12,000
515010 Utilities		4,400	0%	13,200	13,200
515015 Security		2,000	0%	6,000	6,000
Total 515000 Facilities	13,728	40,400	34%	121,200	107,472
515100 Office Relocation		19,320	0%	29,000	29,000
516000 Insurance					
516100 Directors & Officers	2,862	4,000	72%	4,000	1,138
516200 General Liability	1,182	10,000	12%	10,000	8,818
Total 516000 Insurance	4,044	14,000	29%	14,000	9,956
517000 Internet	2,417	2,660	91%	8,000	5,583
518000 Minor Computer & Software	1,718	10,000	17%	30,000	28,282
519000 Misc. Office Expense	7,263	7,580	96%	22,750	15,487
519010 Translation Services	769	4,000	19%	12,000	11,231
520000 Office Supplies	2,066	5,000	41%	15,000	12,934
521000 Payroll					
521100 Wage & Salary	211,225	268,360	79%	805,136	593,911
521200 Payroll Tax	16,159	26,520	61%	79,577	63,418
521300 W/C Insurance	920	1,320	70%	4,000	3,080
521400 Payroll Processing	842	1,000	84%	3,000	2,158

Total 521000 Payroll	229,146	297,200	77%	891,713	662,567
521800 Temporary Employee		820	0%	2,500	2,500
522000 Employee Fringe Benefits					
522100 Dental	6,372	9,380	68%	28,180	21,808
522200 Medical	69,963	83,200	84%	249,592	179,629
522300 Retirement	13,947	17,440	80%	52,334	38,387
522305 Retirement Administration	450	1,320	34%	4,000	3,550
Total 522300 Retirement	14,397	18,760	77%	56,334	41,937
522400 LT Disability Insurance		2,320	0%	7,000	7,000
Total 522000 Employee Fringe Benefits	90,731	113,660	80%	341,106	250,375
523000 Phones - Cellular	1,716	3,000	57%	9,000	7,284
524000 Phones - Desk		1,500	0%	4,500	4,500
525000 Postage	2,282	5,320	43%	16,000	13,718
526000 Taxes, Licenses, Permits & Dues	688	1,000	69%	3,000	2,312
527000 Travel		5,000	0%	15,000	15,000
610000 Program Expenses					
610050 Program Software	3,250				
611000 BRIDGES Mileage Reimbursement	40,829	41,660	98%	125,000	84,171
612000 Comm Svcs - TDA	64,496	33,320	194%	100,000	35,504
613000 Coord Driver Training		9,320	0%	28,000	28,000
614000 VetsVan Expenses	25,664	27,320	94%	82,000	56,336
616000 Senior/Disabled Fare Asst	3,104	16,660	19%	50,000	46,896
617000 Technology Development	4,425	5,000	89%	15,000	10,575
618000 Comm Prtnrs - ML	25,033	125,000	20%	375,000	349,967
619000 Education/Training Scholarships	35	5,000	1%	15,000	14,965
619100 VOGO	34	27,980	0%	83,958	83,924
619200 Uber Health Rides	76				
Total 610000 Program Expenses	166,946	291,260	57%	873,958	707,012
Total Expenditures	547,867	881,660	62%	2,596,717	2,048,850
Net Operating Revenue	840,635	920,669	91%	178,600	(662,035)
Other Expenditures					
710000 Depreciation	6,946				
Z22000 Temporary Asset Holding	38,594	59,520	65%	178,600	140,006
Total Other Expenditures	45,540	59,520	77%	178,600	133,060
Net Other Revenue	(45,540)	(59,520)	77%	(178,600)	(133,060)
Net Revenue	795,095	861,149	92%	-	(795,095)



DATE: December 20, 2022

TO: MOVE Board of Directors

FROM: Phil McGuire, Interim CEO

RE: Consulting Agreement with Marilyn Cole Agenda Item:9

Discussion:

Marilyn Cole is a consultant who has done extensive work with MOVE over the years. She is an expert in ADA eligibility having managed very large programs nationally. She is also a database expert with extensive experience in developing custom software tools for programs operated by MOVE and other similar agencies. This includes substantial work on the software that is currently used by Catholic Charities to manage its transportation program.

With the transition of the Catholic Charities program to MOVE and the intent to introduce efficiencies to the operation, the availability of Ms. Cole to consult with MOVE staff regarding technical details will be invaluable. Her historical perspective on the operation along with her intimate knowledge of the software will contribute to a smooth transition. Further, her ADA expertise will also contribute to the refinement of that program especially with the relocation to the new office which introduces new technical challenges.

Fiscal Impact:

The proposed agreement with Marilyn Cole includes amounts of \$25,000 for FY 22-23 and \$30,000 for FY 23-24. The same \$30,000 annual amount is proposed for each of the potential extension years. These amounts are estimates. The actual amounts will be determined based upon proposals for specific tasks at the hourly rate included in the agreement plus any necessary expenses as defined. For the current fiscal year, MOVE is operating substantially below budget. Thus, funds for this agreement are presently available. In future years, the amount proposed would be included in the budget as it is developed.

Recommendation:

It is recommended that the MOVE Board of Directors:

Approve a personal services Standard Agreement with Marilyn Cole and authorize the CEO to undertake any actions necessary to implement the agreement.

Attachment:

Draft Standard Agreement with Marilyn Cole for consulting services.

MOVE Stanislaus Transportation

STANDARD AGREEMENT

THIS AGREEMENT, is made and entered into this 20th day of December 2022, at Modesto, California, by and between MOVE Stanislaus Transportation, a non-profit corporation (hereinafter "MOVE"), and Marilyn Cole, a sole proprietor (hereinafter "Contractor").

RECITALS:

- 1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
- 2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
- 3. MOVE desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

Time of Performance

- 1. <u>Time of Performance</u>: MOVE and Contractor have entered into this agreement, effective December 20, 2022 for a term of seventeen months with the option to exercise two (2) extensions of one (1) year each. Contractor shall commence work in accordance with its proposal, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed, and this Agreement shall expire on June 30, 2024 unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
- 2. <u>Scope of Work:</u> Contractor agrees to fully perform the work described in Exhibit "A" Marilyn Cole proposal to MOVE. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. Contractor shall not be compensated for services outside the scope of Exhibit "A" unless otherwise agreed upon in writing by both parties.
- 3. <u>Standard of Quality:</u> All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
- 4. <u>Compliance with Laws</u>: Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to MOVE that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that

are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by MOVE. MOVE is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

- 5. <u>Consideration</u>: The total sum billed under this Agreement shall not exceed the amount of \$25,000 in Fiscal Year 2022/23, and \$30,000 in Fiscal Year 23/24including all costs, overhead, and fixed fee expense up to the specified amount, shall constitute full and complete compensation for Contractor's services. Should the extensions be exercised, the sum billed shall not exceed \$30,000 in Fiscal Year 2024-25 and \$30,000 in Fiscal Year 2025-26. , MOVE shall pay Contractor for services rendered pursuant to this Agreement in accordance with the provisions contained in Exhibit "A." The payments specified in Exhibit "A" shall be the only payments made to Contractor for the services rendered pursuant to this Agreement unless otherwise agreed to by both parties in writing. All direct costs billed shall be specifically identified. Any travel costs shall not exceed the per diem and mileage rates established by the IRS. Any direct costs not specifically identified in the Agreement budget cannot be reimbursed.
- 6. Reporting and Payment: Contractor shall invoice MOVE at the end of each month for services performed during the previous month. Contractor shall be paid following the receipt and approval of each invoice by MOVE. Progress payment invoices shall be numbered sequentially and identify the total Agreement amount, amount previously invoiced, current invoice, and remaining available amounts. All costs charged by this Agreement by Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges.
- 7. <u>Independent Contractor:</u> The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of MOVE. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit MOVE to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. MOVE shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written 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. If MOVE issues a notice of termination:

- (1) Contractor shall immediately cease rendering services pursuant to this Agreement.
- Contractor shall deliver to MOVE copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, reports, technical data, drawings, blueprints, printing, photostating, photographs, tracings, plans, specifications, electronic files, evaluations and all other documents prepared, assembled, or obtained by the Contractor under this Agreement, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.
- (3) MOVE shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to MOVE for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then MOVE shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to MOVE, as determined by MOVE in its sole discretion.
- 9. <u>Assignment:</u> The parties understand that MOVE entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of MOVE, this Agreement is not assignable by the Contractor either in whole or in part.
- 10. <u>Binding Agreement:</u> This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
 - 11. Time: Time is of the essence in this Agreement.
- 12. <u>Amendments:</u> No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- 13. <u>Contractors and Subcontractors:</u> Contractor shall not subcontract any portion of the work without the prior express written authorization of MOVE. If MOVE consents to a subcontract, all subcontracts shall contain the same applicable provisions specified in this Agreement and Contractor shall be fully responsible for all work performed by the

subcontractor.

- 14. <u>Indemnity:</u> Contractor specifically agrees to indemnify, defend, and hold harmless MOVE, its directors, officers, agents, and employees (the "Indemnitees") from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities resulting from, arising out of, or in any way connected with the performance of this Agreement, however caused, regardless of any negligent act of an Indemnitee, whether active or passive, excepting only such claims as may be caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs that may be incurred by MOVE in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.
- 15. Audit, Retention and Inspection of Records: MOVE or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, agreements, invoices, material, payrolls, personnel records, conditions of employment, 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 and the work performed under this Agreement. Contractor agrees to provide MOVE or its designees with any relevant information requested and shall permit MOVE or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable federal and state laws and regulations. Contractor further agrees to maintain such Records for a period of four (4) years after final payment under the Agreement or four (4) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

16. <u>Project Managers:</u>

MOVE's project manager for this Agreement is the Chief Executive Officer unless MOVE otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the MOVE Project Manager at the following address:

Chief Executive Officer MOVE Stanislaus Transportation 4701 Sisk Road, Suite 201 Modesto, CA 95356

Contractor's project manager for this Agreement is Marilyn Cole. No substitution of Contractor's project manager is permitted without the prior written agreement of MOVE, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 5 above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Marilyn Cole
11 143rd St SE

Lynnwood, WA 98087

- 17. <u>Successors:</u> This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
- 18. <u>Waivers:</u> No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of MOVE to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of MOVE to enforce these provisions.
- 19. <u>Litigation</u>: Contractor shall notify MOVE immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or MOVE, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of MOVE.
- 20. <u>Americans with Disabilities Act (ADA) of 1990:</u> By signing this Agreement, Contractor assures MOVE 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.
- 21. Non-discrimination Clause: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age, or marital status. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the 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.). 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 shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - a. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 22. <u>Drug-Free Certification:</u> By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace.
- 23. <u>Conflicts of Interest</u>: Contractor and the agents and employees of Contractor, shall act in an independent capacity in the performance of this Agreement, and not as officers, employees, or agents of MOVE. Contractor hereby covenants that it has, at the time of

execution of this Agreement, no interest, and that it shall not knowingly acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed. Contractor shall immediately notify MOVE of any and all potential violations of this paragraph upon becoming aware of the potential violation.

- 24. <u>Confidential Information</u>: Contractor acknowledges and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by MOVE and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to MOVE. Contractor agrees that all information disclosed by MOVE to or discovered Contractor shall be held in strict confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary date and shall not accept employment adverse to MOVE's interest where such confidential information could be used adversely to MOVE's interest. Contractor agrees to notify MOVE immediately in writing if it is requested to disclose any information made known to or discovered by the Contractor during the performance or in connection with this Agreement. The provisions of this Section shall remain fully effective indefinitely after the term of this Agreement.
- 25. <u>Costs and Attorneys' Fees:</u> If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
- 26. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Stanislaus County.
- 27. <u>Integration:</u> This Agreement represents the entire understanding of MOVE and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.
- 28. <u>Severability:</u> If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
- 29. <u>Headings</u>: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

30. <u>Authority:</u> Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

31. Ownership: Permission:

- a. Contractor agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of MOVE, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to MOVE upon request. Contractor shall not have copyrights of reports or products of this Agreement.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor: and (ii) MOVE is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless MOVE and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
- 32. <u>Counterparts:</u> This Contract may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

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

Philip McGuire,	Chief Executive Officer	

MOVE STANISLAUS TRANSPORTATION, Inc.

MARILYN COLE, SOLE PROPRIETOR

Marilyn Cole		

Exhibit A

Marilyn Cole Scope of Work

Marilyn Cole will provide technical management and consulting services to MOVE Stanislaus Transportation nonprofit corporation. These services will include:

- Technical management and support of existing and potential programs operated by or under development by MOVE
- Analysis of project performance and needs, including development of data management tools
- Assistance with corporate policy matters including implementation of new programs, development of oversight procedures, and advisory services relative to day-to-day management.
- Assistance with staff development including advisory services regarding staff assignment, training, analysis, and organization issues.
- General consulting regarding matters of interest or necessity to the CEO.

Billing and Rate Structure

All services provided by Marilyn Cole including its associated consultants are billable on an hourly basis. No retainers or project budgets are included. Further, all expenses incurred by the firm in the fulfillment of its services to MOVE are billable at cost supported by receipts for direct expenses. Marilyn Cole applies a per diem for meals to its direct expenses. The per diem rate is \$70 per day and is accountable on expense invoices on a daily basis with documentation of which of the firm's consultants have billable per diem expenses and/or what days. Other direct expenses such as document preparation and other related services are billable at cost supported by receipts. Marilyn Cole, \$150.00 per hour.



Stanislaus Eligibility Center Monthly Summary Report Fiscal Year 2022/2023

	Referrals		Withdrawn				Appeals				*Complian	:				Requests by Phone						ADA	Determin a:						Assessme		Renew	Nev	Interviews					APPOINTM			CALLS for		
Mobility Training		Did not complete interview process		Hearings Held (this month)	Requests Withdrawn (this month)	Requests Received (this month)		*Average Days	No. of Determinations over 21 days	*Maximum Days	Compliance with ADA Timelimit	TOTAL Non-ADA Determinations	Visitor. Phone	Immed Med: Phone		by Phone	Total ADA Determinations	Not Eligible	Conditional	Temporary Unconditional	Unconditional		Determinations completed during the reporting month (by Eligibility Type)	Professional Verifications	MMSE	Functional Skills Assessment	¹ TUG Gait & Balance	No Assessment	Assessments conducted during the reporting month (by Type)	¹ TOTAL ADA Interviews	Renew: In-Person (Phone due to COVID)	New: In-Person (Phone due to COVID) 54	conducted during the reporting n	TOTAL Appt by Status	Turlock	StanRTA		APPOINTMENTS by Status during the reporting month by Agency			CALLS for Appointments: received during the reporting month, regardless of the actual interview date (by Agency)		
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53								Ť	14	22	17	0	Recertified
υ _[1	2	2	0	Deactivated
Dec 3									2	0	1	0	Denied
මා									5	13	8	5	Added new
9 8 6									241	236	235	224	Active
r 20													New applicants
285								<u> </u>	66	68	74	77	Manually by staff
9 5 3									22	22	20	18	Online
2													Data Entry
228									50	48	49	81	Disabled under 55
708									191	188	186	143	Senior 55+ / Disabled
													Demographic Information on active rider
3,412									871	726	915	900	Life Trips
3,286									880	817	783	806	Grocery/RX
2,543									659	640	662	582	Medical
													Trip Purposes
\$ 39,596.77								_	\$10,164	\$9,164	\$9,855	\$10,413	Reimbursement
\$4.29									\$4.22	\$4.20	\$4.18	\$4.55	Avg. Reimbursement Per Trip
2,294								30	598	548	598	550	# of Service Hours
92								3~	88	90	94	95	# of Riders for the month
421								3~	108	99	103	1111	# of Drivers
$76,\overline{169}$								30	20,328	18,329	19711	17,801	# Miles of Service Provided
9,漢1									2,410	2,183	2,360	2,288	# of One Way Trips
je 4													Ridership Statistics
Total 👸	June	May	April	Mar	Feb	Jan	Dec	Nov	Oct	Sept	Aug	July	
of 46					June 2023	uly 2022	Year 11 : J	CORD:	ANCE RE	IVER PERFORM	BRIDGES VOLUNTEER DRIVER PERFORMANCE RECORD: Year 11: July 2022 - June 2023	BRIDGES	Transportation that Changes Lives



TRAVEL TRAINING, EDUCATION, AND OUTREACH PERFORMANCE RECORD 2022/2023

								2	נדג	300	220	2	# Of O 3+33+5
26								2	з	4	6	11	Events/Presentations/Agency Contacts
													EDUCATION AND OUTREACH
47								8	8	31	0	0	# of trainees
5								2	1	2	0	0	# of sessions
													GROUP TRAVEL TRAINING/VIRTUAL
1.0								1.08	1.21	0.42	1.40	1.00	Average In-direct
7.9								3.06	5.07	2.29	13.80	15.25	Average Direct
Г													HOURS WITH SUCCESSFUL TRAINEES
)er													
\$659,6												22-23	Accumulative Annual Estimated Cost Avoidance
\$62,825	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,643	\$12,741	\$29,055	\$9,029	\$6,356	Estimated ADA Mthly Cost Avoidance
10,128	0	0	0	0	0	0	0	960	1992	4572	1536	1068	Estimated Trips Avoided Annually
844	0	0			0	0	0	80	166	381	128	89	Estimated Trips Avoided Monthly
) 9 10	0	0		0	0	0	0	12	14	15	5	4	Total number of participants trained
2													COST AVOIDANCE SUMMARY (ALL AGENCIES)
\$176,130	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,930	\$100,800	\$0	\$32,400	Cost Avoidance for remainder of fiscal year
\$15,210	\$0	\$0	\$0	Şo	\$0	\$0	\$0	\$0	\$4,770	\$10,080	\$0	\$360	Estimated Value of Trips avoided Monthly
169	0							0	53	112	0	4	Estimated # of trips monthly
33	0							0	4	28	0	1	#of participants trained
													Turlock Transit
\$483,552	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,789	\$71,739	\$189,753	\$99,320	\$71,951	Cost Avoidance for remainder of fiscal year
\$47,615	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,643	\$7,971	\$18,975	\$9,029	\$5,996	*Estimated Value of Trips avoided Monthly
675								80	113	269	128	85	Estimated # of trips monthly
46								12	10	15	5	4	# of participants trained
													THE S (StanRTA)
													TRANSIT AGENCIES AND COST AVOIDANCE
35								10	12	11	2	0	Non-ADA Eligible
15								2	2	4	3	4	ADA Certified Eligible
													PARATRANSIT
A ^S								3	5	19	13	3	Continued
פר								0	0	0	0	0	Unsuccessful Trainings
(1								12	14	15	5	4	Successfully Trainings
Total	June	May	April	Mar	Feb	Jan	Dec	Nov	Oct	Sept	Aug	Jul	TRAVEL TRAINING (individual)

VetsVan Summary Report

	9			1							Der	Denials	of 46
Month	Days Riders		Drivers	Hours	Hours	Miles	Perf	Canc	No Show	Сар	NE	Vol	S Ige 45
TOTAL	104			1254	418.21	19,887.78	526	181	O	2	0	18	∞ Pa
Jul 2022	20	30		204	71.40	3,466.84	77	20	0	0	0	0	0
Aug 2022	23	41	9	257.5	85.64	4,098.34	101	29	თ	0	0	2	0
Sep 2022	21	33	12	263	78.93	3,688.34	114	48	0	2	0	4	4
Oct 2022	21	40	15	273.5	96.44	4,497.27	134	52	0	0	0	0	N 022
Nov 2022	19	34	12	256	85.80	4,136.99	100	32	0	0	0	12	№ aber 20, 20
													Decem

MOVE	VOGO MANAGEMENT MONTHLY REPORT 22/23	AGEMENT N	MONTHLY	REPORT	<u>22/23</u>								
Transportation that Changes Lives	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Total
Ridership Statistics													
# of One Way Trips	0	8	10	20	12								50
# Miles of Service Provided	0	93	131	193	145								562
Average Trip Leg Mileage	0	12	13	10	12								9
# of Drivers Available	0	3	3	5	3								3
# of Denied Trips	0	1	0	2	6								2
Main Trip Denial Reason	0	No Volunteer	0	vol illness	holiday								multi
Avg. Reimbursement Per Trip	\$0.00	\$5.00	\$8.19	\$6.03	\$7.59								\$5.36
Reimbursement Total	\$0	\$58	\$82	\$121	\$91								\$ 351.27
Trip Purposes	0												
Medical	0	3	10	12	6								31
Grocery	0	1	0	0	2								3
Life Trips	0	0	2	4	4								10
Main Travel Area													
Main traveled Area	0	Riverbank	Riverbank	Riverbank	Modesto								Riverbank
Outreach													
Targeted Outreach	8	6	4	3	2								4.6
New Riders													
Applied	0	0	2	2	2								6
Approved	0	0	2	2	2								6
New Volunteers													
Applied	0	1	0	1	0								2
Approved	0	1	0	1	0								2
Discontinued volunteers	0	2	1	0	0								3