



525 Veterans Blvd.
Redwood City, CA 94063

A G E N D A

**SEQUOIA HEALTHCARE DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING
4:30 PM, Wednesday, April 24, 2024
Conference Room, 525 Veterans Boulevard
Redwood City, CA 94063**

This meeting will be held in person at 525 Veteran's Boulevard in Redwood City with access available via Zoom teleconference. To join the meeting from your cellphone dial [\(669\) 900-9128](tel:6699009128) and enter meeting ID: [837 5452 9528](tel:83754529528) or join from a computer to <https://us02web.zoom.us/j/83754529528>. Additional information regarding the meeting can be located at our website: www.seghd.org

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| | 1. Call To Order And Roll Call | 4:30-4:40 |
| | 2. Public Comment On Non-Agenda Items* | |
| | 3. New Business | |
| ACTION | a. Consider Adoption Of Resolution 24-1 Authorizing Lease Of 525 Veterans Boulevard, Redwood City To Ravenswood Family Health Network For Conversion To A Dental Clinic, Approving Tenant Improvement Allowance Of \$5,950,000 And Authorizing Retention Of A Consulting Architect - Mr. Hudak | 4:40-4:55 |
| ACTION | b. Consider Grant Request From Peninsula Volunteers for 2-Year Grant (July 2024 - June 2026) For Up To \$165,000 For Rideshare Transportation Program- Ms. Najieb-Wachob | 4:55-5:10 |
| | c. Update On Dental Access Learning Collaborative- Ms. Kurtzman and Dr. Brown | 5:10-5:20 |
| | d. Presentation On Pension Plan Actuarial Report- Mr. Pryor | 5:20-5:30 |
| | e. Presentation Of Proposed FY 2024-25 School Health Draft Budget- Ms. Wasson | 5:30-5:45 |
| | f. Presentation Of District Proposed FY 2024-25 Draft Budget- Ms. Kurtzman | 5:45-6:00 |
| ACTION | g. Status Update On Collaborative Funds With Dignity Health- Ms. Kurtzman | 6:30-6:40 |
| ACTION | h. Director Requests For Future Agenda Items Per Board Policy 8.3- President Nayfack | |
| ACTION | 4. Adjourn
The Next Regular Meeting Of The Board Of Directors Of Sequoia Healthcare District is Scheduled For 4:30 PM, Wednesday, June 5, 2024, District Conference Room, 525 Veterans Blvd., Redwood City, CA 94063 | |

Aaron Nayfack, MD - Board President

*Public comment will be taken for each agenda item prior to the board's consideration on that item.

Any writings or documents provided to a majority of the Board of Directors regarding any item on this agenda will be made available for public inspection at the District office, 525 Veterans Blvd., Redwood City, CA, during normal business hours. Please telephone 650-421-2155 ext 201 to arrange an appointment.

If you are an individual with a disability and need accommodation to participate in this meeting, please contact Sequoia Healthcare District at least 48-hours in advance at 650-421-2155 ext 201.

LEASE AND CONSTRUCTION AGREEMENT

This Lease and Construction Agreement (this “Lease”), dated May 1, 2024 for purposes of reference only, is made and entered into by and between Sequoia Healthcare District (“**Landlord**” or “**District**”) and South County Community Health Center, Inc. dba: Ravenswood Family Health Network, a California nonprofit public benefit corporation (“**Tenant**”).

1. Premises.

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the real property and improvements commonly known as 525 Veterans Blvd., Redwood City, San Mateo, California (the “Premises”). The legal description of the Premises is attached as Exhibit A. The Premises includes all parking areas, outbuildings, landscaping, signage, easements, and other rights of use.

2. Term.

2.1 The term of this Lease (“**Term**”) shall begin on the date that possession of the Premises is delivered to Tenant (the “Possession Date”) and shall continue for the date that is ten (10) years after the Commencement Date. “Commencement Date” is the earlier of (a) date on which the construction of improvements described in the Work Letter (Exhibit B) is substantially complete and Tenant has received all approvals necessary to operate a dental clinic at the Premises or (b) 360 days after Tenant has received all planning approvals and permits necessary for the construction of the improvements described in the Work Letter. Landlord and Tenant shall execute an amendment to the Lease confirming the Commencement Date.

2.2 The Possession Date shall not be later than 15 days after Tenant receives the building permit for the construction of the dental clinic, as set forth in the Work Letter, Exhibit B.

2.3 “Term” shall include the initial term set forth in Paragraph 2.1 and, if exercised, each additional Option Term.

2.4 In the event that all bids for the Tenant Improvement Work described in the Work Letter, Exhibit B, exceed the maximum Tenant Improvement Allowance in Section 5(a) of the Work Letter, District may terminate this Lease by giving written notice to Tenant within fifteen (15) days after tenant notifies District of the bid amounts.

3. Possession. Tenant shall have the exclusive use of the Premises during the Term, subject to Landlord’s right to inspect and to perform Landlord’s maintenance obligations. The Premises shall be delivered free of all personal property of Landlord.

4. Rent.

4.1 Tenant shall be entitled to possession of the Premises rent-free during the period between the Possession Date and the Commencement Date.

4.2 Tenant agrees to pay to Landlord Basic Monthly Rent in the amount of \$12,500.00, beginning on the Commencement Date. If the Commencement Date is not the first day of a month, Tenant shall pay a prorated amount for the remainder of that month. Basic Monthly Rent shall increase by three (3%) annually.

4.4 Tenant shall pay any sums due, other than Basic Monthly Rent, required by this Lease, as Additional Rent. Additional Rent shall be due thirty (30) days after invoicing by Landlord.

4.5 On the fifth anniversary of the Commencement Date, Landlord and Tenant shall meet-and-confer on an equitable adjustment to the Annual Basic Rent. If the parties are unable to agree on the adjustment, if any, to the Monthly Basic Rent, the issue will be determined in accordance with Paragraph 34.

5. Security Deposit.

5.1 Upon execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of \$25,000 to be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the Term hereof. If at any time during the Term of this Lease any item constituting rent as provided herein, shall be overdue or in the event of the failure of Tenant to keep and perform any term, covenant or condition of this Lease to be kept or performed by Tenant, then Landlord may, at the sole option of Landlord, but without any requirement to do so, appropriate and apply any portion of the deposit provided pursuant to this Paragraph 5 to payment of such overdue rent or other sum. In the event that all or any portion of the deposit is appropriated and applied by Landlord to overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon written demand of Landlord, promptly remit to Landlord a sufficient amount in cash to restore such deposit to the original sum provided in this Paragraph. Upon expiration of the Term, or earlier termination of this Lease, Landlord shall pay to Tenant any portion of the deposit provided for herein, which has not been appropriated or applied by Landlord in accordance with the provisions of this Paragraph. No interest shall be paid on the deposit provided for in this Paragraph by Landlord to Tenant, and Landlord shall not be obligated to maintain the deposit provided herein separate or apart from any other funds of Landlord. Tenant waives the provisions of California Civil Code Section 1950.7 and all other provisions of law now in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damages caused by Tenant, or to clean the Premises.

6. Use.

6.1 Tenant shall use the Premises for the operation of a dental clinic, with approximately 11 operatories (at least two of which shall be ADA wheelchair compliant). The dental clinic shall be operated as a federally-qualified health center ("FQHC"). No other or additional uses shall be permitted except with the written approval of Landlord, which approval may be withheld in Landlord's sole discretion.

6.2 Tenant will charge patients for services in accordance with Tenant's schedule of fees and its sliding fee discount program, which provides partial discounts for individuals and families with annual incomes above 100% and at or below 200% of the Federal Poverty Guidelines ("FPG"), no more than a nominal fee for individuals and families with annual incomes at or below 100% FPG, and no discounts for individuals and families earning annual incomes greater than 200% FPG, unless supported via non-grant funds. Tenant shall retain all payments collected. Tenant shall also have authority to charge third party payors for the services it renders and shall retain all payments so collected.

6.3 The primary objective of the dental clinic shall be to provide services to residents of the District, with a goal of 80% of patients to be District residents. Tenant shall use best efforts to make services available to District residents, including advertising, referrals from other Tenant locations, and other means. Landlord and Tenant recognize that Tenant, as a FQHC, must operate the dental clinic in a manner that: (a) provides access to all individuals and (b) ensures that no patients are denied services due to their inability to pay.

6.4 Tenant's use may involve certain Hazardous Materials in the provision of services at the dental clinic. Tenant shall indemnify and hold harmless Landlord, its directors, officers, employees, agents, successors and assigns (collectively "**Landlord**") from and against any and all claims arising from Tenant's use of Hazardous Materials at the Premises. The indemnity shall include all costs, fines, penalties, judgments, losses, attorney's fees, expenses and liabilities incurred by Landlord for any such claim or any action or proceeding brought thereon including, without limitation, (a) all foreseeable consequential damages including without limitation loss of rental income and diminution in property value; and (b) the costs of any cleanup, detoxification or other ameliorative work of any kind or nature required by any governmental agency having jurisdiction thereof, including without limitation all costs of monitoring and all fees and expenses of consultants and experts retained by Landlord. This indemnity shall survive the expiration or termination of this Lease. In any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord if Landlord does not elect to retain separate counsel, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

(ii) As used herein, the term "Hazardous Materials" shall mean medical waste, sharps, oxygen, nitrous and any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including all of those materials and substances designated as hazardous or toxic by the city in which the Premises are located, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug

Administration, the California Water Resources Control Board, the Regional Water Quality Control Board, San Francisco Bay Region, the California Air Resources Board, CAL/OSHA Standards Board, Division of Occupational Safety and Health, the California Department of Food and Agriculture, the California Department of Health Services, and any federal agencies that have overlapping jurisdiction with such California agencies, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. "Hazardous Materials" shall not include any substances present at, on, or under the Premises prior to the Possession Date.

6.5 Tenant shall comply with all governmental laws, rules, orders, and regulations concerning Tenant's use and the Premises, including, without limitation, the Americans with Disabilities Act, zoning regulations, building codes, and medical waste disposal requirements.

7. Condition of Premises.

7.1 Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty of any kind whatsoever with respect to the Premises or the Building or with respect to the suitability of either for the conduct of Tenant's business. Tenant acknowledges and agrees that Tenant is relying solely upon Tenant's own inspection of the Premises, and Tenant is not relying on any representation or warranty from the Landlord regarding the Premises or the Building, except as specifically set forth in this Lease. Landlord shall have no obligation to perform or conduct any repairs or improvements to the Premises. Tenant accepts the condition of the Premises "as is."

7.2 As of the date of this Lease, the Premises and Building have not been inspected by a Certified Access Specialist ("CASp"). A CASp can inspect the Building and Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection, the commercial property owner or lessor may not prohibit a lessee or tenant from obtaining a CASp of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs or alterations necessary to correct any violations of construction-related accessibility standards within the Premises.

8. Construction of the Dental Clinic. Tenant shall construct a dental clinic at the Premises in compliance with all federal, state, and local requirements for the operation of the clinic as an FQHC (the "Tenant Improvements"). Construction shall be in accordance with the Work Letter, Exhibit B, incorporated herein by reference. Tenant shall apply for planning approvals, building permits, and such other permits as are required to construct and operate the dental clinic at the Premises. In the event that Tenant, after reasonable and good faith efforts, is unable to obtain the permits and approvals necessary for the construction and operation of the dental clinic, Tenant may terminate this Lease.

9. Further Alterations.

9.1 After the construction of the dental clinic in accordance with Paragraph 8, and with Landlord's prior written consent, which will not be unreasonably withheld, Tenant may, at any time and from time to time during the Term of this Lease, at its sole cost and expense, make non-structural alterations, additions, installations, substitutions, and improvements (hereinafter collectively called "Changes" and individually, a "Change") in and to the Premises.

9.2 Before proceeding with any Change (exclusive only of changes to items constituting Tenant's personal property), Tenant shall submit to Landlord plans and specifications for the work to be done, which shall in all cases require Landlord's prior written approval. Any Change for which approval has been received shall be performed strictly in accordance with the approved plans and specifications, and no amendments or additions to such plans and specifications shall be made without the prior written consent of Landlord.

9.3 Tenant's contractors shall obtain on behalf of Tenant and at Tenant's sole cost and expense, all necessary governmental permits and certificates for the commencement and prosecution of Tenant's Changes and for final approval thereof upon completion. In the event Tenant shall request any changes in the work to be performed after the submission of the plans referred to in this Paragraph 9, such additional changes shall be subject to the same approvals and notices as the changes initially submitted by Tenant.

9.4 All Changes and the performance thereof shall at all times comply with all laws, rules, orders, ordinances, regulations of all governmental authorities and in compliance therewith and in good and first class workmanlike manner, using materials and equipment at least equal in quality and class to the installations of the Building. Notwithstanding any provision of this Lease to the contrary, in no event shall Landlord be required to undertake any alteration or any improvements of any kind whatsoever in connection with the Premises or the Building as a result of or in connection with any Changes being made by Tenant and specifically, but without limitation, Landlord shall not be required to make any improvements or alteration of any kind whatsoever in order to comply with any applicable laws, orders, ordinances, regulations or building codes which may be required in connection with Changes being made by Tenant.

9.5 Tenant further covenants and agrees that any mechanic's lien filed against the Premises or against the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant, will be discharged by Tenant, by bond or otherwise, within twenty (20) days after the filing thereof, at the cost and expense of Tenant.

10. Maintenance and Repair.

10.1 Except as provided in Section 10.2(a), Landlord shall, at its sole cost and expense, maintain, repair, and keep in good working order the foundation, roof, and exterior walls (excluding windows and doors) of the building located on the Premises (the "Building").

10.2. (a) During the construction of the Tenant Improvements, Tenant shall be responsible for the repair and maintenance of the roof, exterior walls, and foundation of the Building. Any damage to the roof, exterior walls, or foundation of the Building caused by the construction of the Tenant Improvements shall be repaired by Tenant, regardless of when such damage manifests. Tenant shall not be responsible for the repair of conditions of the roof, exterior walls, or foundation that existed prior to commencement of construction unless such conditions were intended to be addressed by the plans for the Tenant Improvements.

(b) Except for the maintenance and repair obligations of Landlord under Paragraph 10.1, Tenant shall at all times keep and maintain, at its cost and expense, the Premises and the Building constructed on the Premises, including the exterior entrances, all glass and windows, all floors, and all partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, electrical equipment, plumbing fixtures and equipment, heating, ventilating and air conditioning equipment, in good order and repair, reasonable wear and tear excepted, and in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements. Tenant shall maintain all parking areas, landscaping, and signage located on the Premises. Tenant shall enter into a contract with a duly licensed service company for the maintenance of the heating, ventilating and air conditioning system.

If Tenant fails to maintain the Premises as required hereunder, then thirty (30) days after written request (or such longer period as is necessary if the repair cannot reasonably be completed within the thirty (30) day period and Tenant promptly commences and diligently pursues the completion of such repair (or such shorter period as shall be appropriate in case of emergency or otherwise as necessary to prevent further damage), Landlord shall have the right to enter the Premises and to make such repairs at Tenant's expense, and upon completion thereof Tenant shall pay as Additional Rent Landlord's reasonable costs for making such repairs upon presentation of an invoice therefor.

11. Surrender of Premises. At the conclusion of the Term, or, if exercised, any Option Term, or any earlier termination of Tenant's right to possession, Tenant shall surrender the Premises either (a) in shell condition, with dental and medical equipment and personal property removed but with kitchens, restrooms, and similar improvements remaining or (b) in broom-clean condition, with all affixed operatory equipment (including dental chairs, X-ray and specialized equipment, cabinetry, sinks, etc.) remaining and with Tenant's personal property removed. Landlord shall select the condition of surrender and shall give Tenant written notice of the election not less than 180 days before the expiration of the Term.

12. Utilities. Tenant shall arrange and pay for all utilities and services at the premises, including electrical, gas, water, garbage disposal, telephone, and internet service, during the Term.

13. Entry by Landlord. Subject to Landlord's agreement to use reasonable efforts to minimize any disturbance of Tenant's use of the Premises by exercise of the following rights, Landlord reserves and shall at any and all reasonable times and upon reasonable notice (not less than 24 hours, except in the case of emergency) have the right to enter the Premises to inspect the same to ensure compliance with the provisions of this Lease and to perform Landlord's maintenance and repair obligations. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises excluding Tenant's vaults and safes.

14. Indemnification. To the fullest extent permitted by law, Tenant hereby agrees to defend, indemnify, protect, and hold Landlord and Landlord's officers, directors, employees, and agents harmless against and from any and all loss, cost, damage or liability arising in whole or in part from Tenant's use of the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant, its agents, contractors, employees or invitees in or about the Premises or elsewhere, and hereby agrees to further indemnify and hold harmless Landlord against and from any and all loss, cost, damage or liability arising in whole or in part from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any act, neglect, fault or omission of Tenant, or of its agents, employees or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred for such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord hereby agrees to defend the same at Tenant's expense by counsel approved in writing by Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever except that which is caused by Landlord's gross negligence or intentional misconduct, and Tenant hereby waives all its claims in respect thereof against Landlord.

15. Damage to Tenant's Property. Landlord and its agents shall not be liable for any loss of or damage to any property, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other patent or latent cause whatsoever. Further, neither Landlord nor any director, officer, agent, or employee of Landlord shall be liable consequential damages, including lost profits, of Tenant or any person claiming through or under Tenant.

16. Insurance.

16.1 During the Term hereof, Tenant, at its sole expense, shall obtain and keep in force the following insurance:

(a) Commercial general liability insurance naming the Landlord as an additional insured against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant's use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Five Million Dollar (\$5,000,000) aggregate limit. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease. Landlord and its directors, officers, and employees shall be additional insured under the commercial general liability insurance.

(b) Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils covered by the causes of loss - special form (all risk). Such insurance shall be written on a replacement cost basis in an amount equal to the full replacement value of the aggregate of the foregoing less any applicable deductible.

(c) Workers' compensation insurance in accordance with statutory law.

(d) Automobile liability with a minimum limit of One Million Dollars (\$1 million).

(e) Professional liability (malpractice) coverage with a minimum limit of One Million Dollars (\$1,000,000).

The coverages and limits shall be reviewed every three (3) years while the Lease is in force and adjusted to keep pace with industry standards as needed.

16.2. The policies required to be maintained by Tenant shall be with companies rated AVIII or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the state of California. Any deductible amounts under any insurance policies required hereunder shall not exceed \$10,000. Certificates of insurance evidencing the required coverages and naming Landlord and its directors, officers, and employees as additional insureds shall be delivered to Landlord prior to the Commencement Date and annually thereafter at least thirty (30) days prior to the expiration date of the old policy. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease. Each policy of insurance shall provide that Landlord and Landlord's managing agent (and any mortgagee) are additional insureds and shall provide

notification to Landlord at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

16.3 During the Term hereof, Landlord shall insure the Building (excluding any property which Tenant is obligated to insure under Paragraph 16.1) against damage with Special Form insurance and public liability insurance, all in such amounts and with such deductibles as Landlord considers appropriate. Landlord may, but shall not be obligated to, obtain and carry any other form or forms of insurance as it or Landlord's mortgagees may determine advisable. Landlord may, but shall not be required to, maintain earthquake coverage. Notwithstanding any contribution by Tenant to the cost of insurance premiums as provided herein, Tenant acknowledges that it has no right to receive any proceeds from any insurance policies carried by Landlord. Tenant shall reimburse Landlord for the reasonable cost of such policies as Additional Rent.

16.4 In the event Tenant does not purchase the insurance required by this Lease or keep the same in full force and effect, Landlord may, but shall not be obligated to purchase the necessary insurance and pay the premium. Tenant shall repay to Landlord, as Additional Rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expense (including attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain such insurance.

17. Damage or Destruction.

17.1 In the event that the Premises is damaged by fire or other casualty which is covered under insurance pursuant to the provisions of the foregoing section, Landlord shall restore such damage provided that: (i) the destruction of the Premises does not exceed fifty percent (50%) of the then replacement value of the Premises; (ii) the insurance proceeds, plus the amount of any deductible are sufficient to pay one hundred percent (100%) of the cost of restoration; and (iii) in the reasonable judgment of Landlord, the restoration can be completed within one hundred eight (180) days after the date of the damage or casualty under the laws and regulations of the state, federal, county and municipal authorities having jurisdiction. Landlord shall notify Tenant whether or not the Premises will be restored under this section within thirty (30) days of the occurrence of the casualty. If such conditions apply so as to require Landlord to restore such damage pursuant to this section, this Lease shall continue in full force and effect, unless otherwise agreed to in writing by Landlord and Tenant. Tenant shall be entitled to a proportionate reduction of Monthly Basic Rent at all times during which Tenant's use of the Premises is interrupted, such proportionate reduction to be based on the extent to which the damage and restoration efforts actually interfere with Tenant's business in the Premises. Tenant's right to a reduction of Rent hereunder shall be Tenant's sole and exclusive remedy in connection with any such damage.

17.2 In the event that the Premises is damaged by a casualty against which Landlord is not required to maintain insurance pursuant to Paragraph 19, and Landlord is not required to restore such damage in accordance with the provisions of the immediately preceding section, Landlord shall have the option to either (i) repair or

restore such damage, with the Lease continuing in full force and effect, but Monthly Basic Rent to be proportionately abated as provided above; or (ii) give notice to Tenant at any time within thirty (30) days after the occurrence of such damage terminating this Lease as of a date to be specified in such notice which date shall not be less than thirty (30) nor more than sixty (60) days after the date on which such notice of termination is given. In the event of the giving of such notice of termination, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by any proportionate reduction in Monthly Basic Rent as provided for above, shall be paid to the date of such termination.

17.3 Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease if the Premises is damaged by fire or other casualty (and Landlord's reasonably estimated cost of restoration of the Premises exceeds fifty percent (50%) of the then replacement value of the Premises) or such damage or casualty occurs during the last twelve (12) months of the Term of this Lease (or the Term of any renewal option, if applicable) by giving the other notice thereof at any time within thirty (30) days following the occurrence of such damage or casualty. Such notice shall specify the date of such termination, which date shall not be less than thirty (30) nor more than sixty (60) days following the date on which such notice of termination is given. In the event of the giving of such notice of termination, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent shall be paid to the date of such termination.

17.4 In the event that the destruction to the Premises cannot be restored as required herein under applicable laws and regulations within one hundred eight (180) days of the damage or casualty, notwithstanding the availability of insurance proceeds, either party shall have the right to terminate this Lease by giving the other notice thereof within thirty (30) days of date of the occurrence of such casualty specifying the date of termination which shall not be less than thirty (30) days nor more than sixty (60) days following the date on which such notice of termination is given. In the event of the giving of such notice of termination, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by any proportionate reduction in Monthly Basic Rent as provided for above, shall be paid to the date of such termination.

17.5 To the extent conflicting with the provisions of this Section 20, Tenant hereby waives California Civil Code Sections 1932(2) and 1933(4), providing for termination of hiring upon destruction of the thing hired and Sections 1941 and 1942, providing for repairs to and of premises.

18. Eminent Domain.

18.1 In case the whole of the Premises, or such part thereof as shall substantially interfere with Tenant's use and occupancy thereof, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease effective as of the date possession is

required to be surrendered to said authority. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking (provided that Tenant may present a separate claim for Tenant's relocation costs and lost personal property, so long as such claim does not diminish any award otherwise available to Landlord), and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Tenant's business, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. If this Lease is not so terminated, Landlord shall promptly proceed to restore the Premises to substantially their same condition prior to such partial taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant shall be so deprived on account of such taking and restoration. Nothing contained in this Paragraph shall be deemed to give Landlord any interest in any award separately made to Tenant for the taking of personal property and trade fixtures belonging to Tenant or for moving costs incurred by Tenant in relocating Tenant's business.

18.2 In the event of taking of the Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby and rent shall not abate, and (ii) Tenant shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of the taking which is within the Term, provided that if such taking shall remain in force at the expiration or earlier termination of this Lease, Tenant shall then pay to Landlord a sum equal to the reasonable cost of performing Tenant's obligations under Paragraph 11 with respect to surrender of the Premises and upon such payment shall be excused from such obligations. For purpose of this Paragraph 18.2, a temporary taking shall be defined as a taking for a period of 270 days or less.

18.3 Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure Section 1265.130 and any other applicable existing or future law, ordinance or governmental regulation providing for, or allowing either party to petition the courts of the state of California for, a termination of this Lease upon a partial taking of the Premises and/or the Building.

19. Defaults and Remedies.

19.1 The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

- (a) The abandonment of the Premises by Tenant.
- (b) Failure to operate the dental clinic for a period of twenty-one (21) consecutive days following the Commencement Date, except as provided in Paragraph 17 above.
- (c) Failure of the dental clinic to attain the goals and objectives for service to District residents after notice to Tenant and an opportunity to cure.

(d) The failure by Tenant to make any payment of Monthly Basic Rent, Additional Rent or any other payment required to be made by Tenant hereunder as and when due, where such failure continues for a period of five (5) business days after written notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure 1161.

(e) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in Paragraph 22.1(a) or 22.1(b) above, where such failure shall continue for a period of twenty (20) days after written notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure 1161.

(f) (1) The making by Tenant of any general assignment for the benefit of creditors; (2) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); (3) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (4) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

19.2 In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. Upon such termination of Tenant's right to possession of the Premises, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code Section 1951.2 or any other applicable existing or future law, ordinance or regulation providing for recovery of damages for such breach, including but not limited to the following:

(a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(c) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

As used in this Paragraph 19, the "worth at the time of award" is computed by allowing interest at the maximum rate permitted by law per annum or ten percent (10%), whichever is greater. The worth at the time of awards is computed by discounting to present value at the time of the award such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.3 During the continuance of a default, Landlord may enter the Premises without terminating this Lease and remove all Tenant's personal property, any Changes and trade fixtures from the Premises and store them at Tenant's risk and expense. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any rent then due, then after the property has been stored for a period of thirty (30) days or more Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for and the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith; and the balance shall be applied to any past due amount owing hereunder.

Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Premises or removing and storing Tenant's personal property pursuant to this Paragraph 22, and Tenant shall hold Landlord harmless from and against any loss, cost or damage resulting from any such act. No reentry by Landlord shall constitute or be construed as a forcible entry by Landlord.

19.5 All rights, options' and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

20. Assignment and Subletting. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's prior written consent, which may be withheld in Landlord's

sole discretion, except as provided in this Paragraph. Notwithstanding the foregoing, Tenant, with written notice to Landlord, may assign this Lease to a subsidiary or related company that is controlled or managed by Tenant without the necessity of Landlord's consent. Such assignee shall assume the obligations of Tenant under this Lease, and Tenant shall remain primarily liable for the performance of the Tenant's duties under this Lease.

Any other assignment, encumbrance or sublease without Landlord's prior written consent shall be voidable, at Landlord's election, and shall constitute a default. For purposes hereof, the following events shall constitute a voluntary assignment and shall be subject to the provisions of this Paragraph: any transfer on a cumulative basis of fifty percent (50%) or more of Tenant's ownership interests, or of voting or management control of Tenant. No later than sixty (60) days prior to the effective date of the proposed assignment or sublease, Tenant shall notify Landlord in writing of Tenant's intent to assign, encumber, or sublease, the name of the proposed assignee or sublessee, information concerning the financial responsibility of the proposed assignee or sublessee and the terms of the proposed assignment or subletting, and Landlord shall, within thirty (30) days of receipt of such written notice as well as any additional information reasonably requested by Landlord concerning the proposed assignee's or sublessee's financial condition and responsibility, elect one of the following:

(i) Consent to such proposed assignment, encumbrance or sublease;

(ii) Refuse such consent, in which case Tenant shall continue to perform all of Tenant's obligations under this Lease.

21. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent required under this Lease and paying all other charges and performing all of the covenants and provisions aforesaid on Tenant's part to be observed and performed under this Lease and subject to the terms and conditions of this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises in accordance with this Lease.

22. Estoppel Certificate. Within ten (10) business days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement, in a form acceptable to Landlord, certifying; (i) the Commencement Date of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rental and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in such statement; and (v) such other matters reasonably requested by the requesting party. Landlord and Tenant intend that any statement delivered pursuant to this Paragraph 26 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or any interest therein.

23. Conflict of Laws. This Lease shall be governed by and construed pursuant to the laws of the State of California.

24. Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and assigns.

25. Professional Fees. In the event that Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provisions of this Lease, or for any other relief against Tenant or Landlord hereunder, or should either party bring suit against the other with respect to matters arising from or growing out of this Lease, then all costs and expenses, including without limitation, its reasonable professional fees such as appraisers', accountants' and attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

26. Definition of Landlord. In the event of any transfer, assignment or other conveyance or transfer of any such title or interest, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer, assignment or conveyance of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

27. Time. Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor.

28. Prior Agreement; Amendments. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Lease to the extent they are not incorporated herein.

29. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

30. Limitation on Liability. The obligations of Landlord under this Lease do not constitute personal obligations of the individual directors, officers or employees of Landlord, and Tenant shall not seek recourse against the individual directors, officers, employees, or agents of Landlord or any of their personal assets for satisfaction of any liability in respect to this Lease. In consideration of the benefits accruing hereunder,

Tenant and all successors and assigns covenant and agree that in the event of any actual or alleged failure, breach or default hereunder by Landlord, the sole and exclusive remedy shall be against Landlord's interest in the Building and rents therefrom.

31. Signs. Tenant shall not place any sign outside the Premises without Landlord's prior written consent which consent may not be unreasonably withheld. All exterior signage shall acknowledge the support of Landlord for the dental clinic. All signs shall be in full compliance with all applicable ordinances, statutes and regulations imposed by all applicable governmental authorities.

32. Notices. All notices to be given under this Lease shall be in writing and delivered to the Chief Executive Officer or equivalent of Landlord or Tenant. Notices shall be given via email with a hard copy sent via overnight delivery service. The notice will be effective on the date the notice is delivered by the overnight service.

33. Reporting. At least annually during the Term and any Option terms, Tenant shall make a written report to Landlord concerning the operations of the dental clinic during the prior year, including number of patients (differentiating between District residents and other patients) seen, services provided, operating revenues and expenses, capital expenses and equipment replacements, and such other information as landlord may reasonably require. Tenant shall make a presentation to Landlord's Board at a public meeting summarizing the written report. In addition to the annual report, Tenant shall provide quarterly reports to Landlord's staff during the first year of operation of the dental clinic and biannual reports during the second-fourth years of operation. All reports shall be in a form and provide such information as reasonably requested by Landlord.

34. Arbitration. It is the intention of the parties that Monthly Basic Rent be set per paragraph 4.5 at year five (5) from the Commencement Date and at the beginning of each five (5) year Option Term at an amount that (a) allows Tenant to successfully operate the dental clinic at the Premises for the benefit of District residents and others who are entitled to use its services, taking into account Tenant's actual operating expenses at the clinic, a reasonable overhead factor, reserves for the replacement of equipment, and reserves for operating expenses for not less than three (3) months and (b) reflects no more than fair market value to Landlord for the use of the Premises and the contributions of Landlord for the purchase of dental equipment, fixtures, and furnishings – not to exceed the purchase price of such equipment at its depreciated value. The parties shall enter into good faith negotiations to adjust the Monthly Basic Rent. If the parties are unable to agree on the amount of Monthly Basic Rent when required to do so, the Monthly Basic Rent shall be determined by binding arbitration. Unless otherwise agreed, the arbitration shall be conducted by a real estate broker with at least ten (10) years of experience in commercial real estate leasing in San Mateo County. If the parties are unable to agree on the arbitrator, either party may petition the San Mateo County Superior Court to appoint the arbitrator. In no event shall the Monthly Basic Rent set in arbitration be less than the amount payable during the preceding six month period.

35. Options. Tenant shall have two (2) options to renew this Lease, each for a term of five (5) years (an "Option Term"). Tenant shall give written notice of the exercise of an

option at least 180 days before the expiration of the then-current term. After the exercise of an option, Landlord and Tenant shall meet-and-confer about the Monthly Basic Rent for the Option Term. If Landlord and Tenant are unable to agree on the Monthly Basic Rent for the Option Term, the rent shall be determined by arbitration as set forth in Paragraph 34.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease the day and year first above written.

LANDLORD:

TENANT:

Sequoia Healthcare District

Ravenswood Family Health Network

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT B
WORK LETTER

EXHIBIT B
WORK LETTER

1. Terms. Capitalized terms in this Work Letter shall have the meaning denoted in the Lease and Construction Agreement (the “Lease”).
2. Acceptance of the Premises. As of the Possession Date, Tenant accepts the condition of the Premises, “as is.”
3. Design and Permitting. Tenant shall apply for and obtain all planning approvals, zoning approvals, building permits, and licenses necessary to construct a dental clinic at the Premises that conforms to the requirements for a Federally Qualified Health Center. The alterations of the Building to construct and equip the dental clinic are referred to generally as the “Tenant Improvements.”
 - (a) The design of the dental clinic shall be in substantial conformance with the preliminary plans prepared by INDE Architecture and presented to the District’s Board of Directors at its regular meeting on December 6, 2023 (the “Plans”).
 - (b) Tenant’s architect shall prepare detailed working drawings in conformance with the Plans for submission to Redwood City and any other agency with jurisdiction. Prior to submission, the working drawings shall be reviewed by a licensed architect retained by Landlord at Landlord’s expense (the “District Architect”). The District Architect shall review the drawings and provide any comments within 21 days. Thereafter, any material changes in the working drawings, whether in response to comments from Redwood City or otherwise, must be approved by the District Architect. The District Architect’s comments and approvals for such changes shall be provided within five (5) working days. The final set of plans and drawings approved by Redwood City for the issuance of the building permit shall be the “Final Plans.”
 - (c) Change orders, value engineering proposals, and other modifications to the Final Plans shall be reviewed and approved by the District Architect. Change orders during construction shall be reviewed and approved by the District Architect within five (5) working days.
 - (d) The District Architect shall be permitted to inspect the Premises during construction of the Tenant Improvements as he/she deems necessary. Tenant, Tenant’s architect, and Tenant’s contractor shall cooperate with the District’s Architect and supply such information as he/she reasonably requests.
4. Selection of Contractor and Suppliers.
 - (a) Within 15 days of obtaining the permits and approvals necessary for the construction of the Tenant Improvements, Tenant shall offer the project for bidding by qualified general contractors and, if applicable, specialty contractors or suppliers. Bids shall provide for the payment of prevailing wages for the labor utilized by the contractor.

(b) Tenant shall accept the lowest responsive bid from a qualified bidder to perform the Tenant Improvements unless otherwise agreed to by Landlord.

(c) Tenant shall obtain competitive bids for equipment, fixtures, and furnishings for the dental clinic unless an item is sole-sourced or is an item or service from an existing vendor of Tenant.

(d) In the event that all bids received by Tenant exceed the amount of the Tenant Improvement Allowance in Section 5 below, Landlord may terminate the Lease and, if Landlord does not terminate the Lease, then Tenant may (a) terminate the Lease, (b) engage in value engineering, with the participation of and approval by the District Architect, or (c) proceed with the lowest responsive and qualified bid and assume responsibility for funding the difference.

5. Tenant Improvement Allowance.

(a) Landlord will reimburse Tenant an amount up to \$5,950,000.00 actually expended by Tenant for the design, permitting, and construction of the Tenant Improvements and the equipping of the dental clinic with necessary equipment, furnishings, furniture, and trade fixtures (the "Tenant Improvement Allowance"). The maximum Tenant Improvement Allowance shall be increased by a factor of four (4%) per annum, beginning as of April 24, 2024 and concluding when Substantial Completion is achieved per Subsection 5(d) below. The Tenant Improvement Allowance shall not be applied to any of Tenant's internal costs for supervision or administration.

(b) The Tenant Improvement Allowance shall be disbursed as follows:

(i) on a monthly basis after the Effective Date until construction of the Tenant Improvements begins to reimburse Tenant for the actual costs of design, engineering, surveying, permitting, and other third party fees (the "soft cost disbursements"). The application for each soft cost disbursement shall be accompanied by the invoices from third parties and evidence of payment by Tenant;

(ii) on a monthly basis after construction of the Tenant Improvements begins (the "construction disbursements"). The construction disbursement shall be based on the percentage of completion of the Tenant Improvements and any deposits or prepayments required for the purchase, delivery, and storage of materials and equipment. Tenant shall submit a detailed application for each monthly construction disbursement, approved by Tenant's architect, with supporting documentation including invoices from suppliers and subcontractors, wage reports, and lien releases from all subcontractors and suppliers who are entitled to \$10,000 or more from the disbursement. The payment application shall be reviewed by the District's Architect, who shall approve or object to it within five (5) working days of submission. If the District Architect approves some but not all of the payment application, the undisputed portion shall be paid. Landlord will make the disbursement within ten (10) working days of submission of the payment application.

(c) Landlord shall be entitled to withhold up to five (5%) percent of each construction disbursement as a retention. The aggregate amount of the retentions shall be the "Final

Retention.” The retention shall be satisfied if the payment application from Tenant reflects a retention from tenant’s payments to the general contractor of at least five (5%) percent. The retention shall not apply to a soft cost reimbursement, the general contractor’s general conditions, or the general contractor’s insurance expense.

(d) Within 60 days of the substantial completion of all Tenant Improvements, including final inspection and the issuance of a Certificate of Occupancy or equivalent from Redwood City, the delivery of as-built plans to Landlord, the delivery of unconditional final lien releases from all design professionals, subcontractors and suppliers, and approval by the District Architect, Landlord shall disburse the remaining Tenant Improvement Allowance, to the extent necessary to reimburse Tenant for the Tenant Improvements, and release the Final Retention.

(e) Tenant shall pay the costs of constructing the Tenant Improvements in excess of the Tenant Improvement Allowance. In the event that the cost of the Tenant Improvements is less than the Tenant Improvement Allowance (including any amounts contributed by third parties for equipment or fixtures), Landlord shall retain the difference.

(f) All Tenant Improvements, including equipment, furnishings, and fixtures, must be constructed and installed in strict conformance with the Final Plans and such modifications as are approved by the District Architect.

6. Liens and Stop Notices. Tenant shall remove or obtain a release bond for all mechanics liens, stop payment notices, and other claims made by subcontractors, laborers, and suppliers in connection with the construction of the Tenant Improvements. Such bonds shall be obtained within twenty (20) days of the filing or delivery of such claims.

7. Bonds and Insurance.

(a) Prior to the commencement of construction of the Tenant Improvements, Tenant shall obtain and provide to Landlord a completion bond and payment bond from a surety or sureties licensed in California, in a form reasonably acceptable to Landlord.

(b) Prior to commencing construction of the Tenant Improvements, Tenant shall obtain a policy of builder’s risk insurance from an insurer qualified in California, in a form and coverage amount reasonably acceptable to Landlord.

8. Landlord’s Work. None.

9. “As-Built” Plans. Upon completion of the Tenant Improvements, Tenant shall provide a set of “as-built” plans which incorporate all changes to the Plans and working drawings. The as-built plans shall be delivered within 30 days of final inspection by Redwood City.

10. Dispute Resolution. In the event of a dispute regarding the interpretation or performance of the provisions of this Work Letter, the Chief Executive Officers of Landlord and Tenant shall meet in person and attempt to resolve the dispute. If the Chief Executive Officers are unable to resolve the dispute, it shall be submitted to binding arbitration through the Judicial Arbitration and Mediation Service (JAMS) utilizing the Engineering and Construction Expedited Arbitration Rules, unless otherwise agreed by Landlord and Tenant.

11. Incorporation. The provisions of this Work Letter shall be incorporated in and made a part of the Lease by reference.

RESOLUTION 24-1

RESOLUTION AUTHORIZING LEASE OF 525 VETERANS BOULEVARD TO RAVENSWOOD FAMILY HEALTH NETWORK AND CONSTRUCTION OF A DENTAL CLINIC

WHEREAS, the Sequoia Healthcare District (the “District”) owns the real property and improvements commonly known as 525 Veterans Boulevard, Redwood City, San Mateo County, California (“525 Veterans” or the “Property”); and,

WHEREAS, 525 Veterans is located in a zoning district that permits medical uses; and,

WHEREAS, 525 Veterans has sufficient parking on-site to satisfy municipal requirements for medical uses; and,

WHEREAS, lower income District residents are unable to obtain dental services on a reliable and timely basis, including waiting times of up to two years for some residents and services; and,

WHEREAS, 525 Veterans can be converted from its current use as the District’s home office to a dental clinic;

WHEREAS, South County Community Health Center, Inc. dba: Ravenswood Family Health Network (“Ravenswood”) is a California nonprofit corporation and operates a dental clinic and other medical facilities within San Mateo County and is qualified to operate a Federally Qualified Health Center (“FQHC”); and,

WHEREAS, Ravenswood has the expertise, experience, staff, and commitment to operate a dental clinic and provide affordable services for lower-income District residents and others; and,

WHEREAS, other public agencies and nonprofit corporations are willing to contribute funding for equipment at such a clinic; and,

WHEREAS, the clinic can provide opportunities and scholarships for training for dental assistants and dental hygienists to address staffing shortfalls within San Mateo County; and,

WHEREAS, the District currently provides funding to Ravenswood, the Health Plan of San Mateo, Sonrisas, and other agencies for dental services provided for District residents, which grants can be reduced or eliminated by the creation of a viable dental clinic within the District; and,

WHEREAS, investing the funding needed to redevelop, equip, and furnish the Property as a dental clinic and leasing the Property to Ravenswood is consistent with the District’s mission and strategic plan and will provide a much-needed benefit to District residents; and,

WHEREAS, because rent payments to fully amortize the cost of converting the Property to a dental clinic and equipping the clinic would make the clinic financially infeasible for a tenant or

operator, the unamortized portion of the improvement funds provided to Ravenswood represents a capital investment by the District necessary to meet a severe unmet need within the District; and.

WHEREAS, funding for the project is available from the District’s reserves;

NOW, THEREFORE, BE IT HEREBY RESOLVED that:

1. The Board of Directors approves the lease of 525 Veterans to Ravenswood for a period of 10 years, with two options to extend the term for five additional years. The Chief Executive Officer is hereby authorized to execute the lease in substantially the form set forth in the lease attached to this resolution as Exhibit A. The dental clinic shall at all times be operated as an FQHC.

2. Funding of up to \$5,950,000 is authorized for the design and construction of the tenant improvements and acquisition of the equipment, furniture, and equipment by Ravenswood necessary to operate a dental clinic at 525 Veterans. The maximum amount of funding shall be increased by a factor of 4% per annum, beginning as of April 24, 2024, until construction of the tenant improvements is completed. Contracts for construction of the tenant improvements at 525 Veterans shall be obtained through a bidding process conducted by Ravenswood and shall require the payment of prevailing wages.

3. The Chief Executive Officer is authorized to retain a qualified architect to review the plans for the tenant improvements, to review disbursement requests for the tenant improvement allowance, and to review construction of the tenant improvements.

4. The Chief Executive Officer shall provide regular reports at public Board meetings regarding the progress made in obtaining permits, commencing construction, and opening the dental clinic.

PASSED AND ADOPTED by the Board of Directors of Sequoia Healthcare District this 24th day of April, 2024, by the following vote.

AYES: _____

NOES: _____

ABSENT: _____

Kim Griffin
Secretary, Board of Directors

ATTEST:

Clerk, Board of Directors



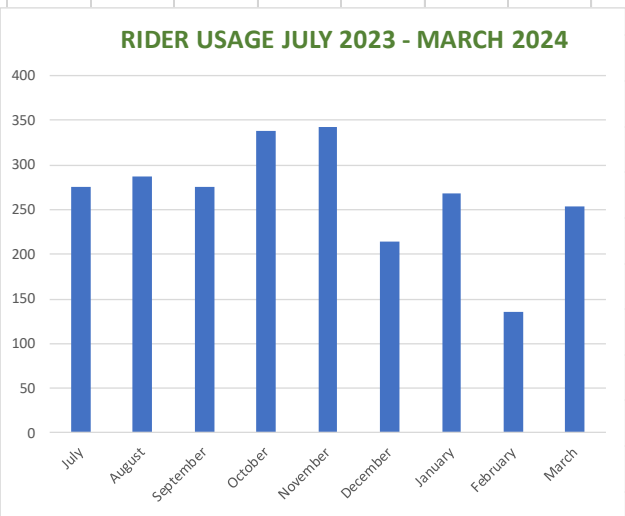
Peninsula Volunteers Transportation Program 2024-2026 Funding Request

Peninsula Volunteers Inc. (PVI) respectfully requests funding in the amount of \$165,000 from the Sequoia Healthcare District to help support the continued operation of the Senior Transportation Program for the 2024-2026 fiscal years.

The sustained growth of the program has been meeting the needs of the expanding senior population. There were over 50 new unique riders since the last fiscal report and 129 total unduplicated riders. For the first time since the inception of the program in 2016, a waiting list was needed to respond to the high demand in ridership. In addition, a temporary reduction in the monthly number of rides allotted to each rider was implemented in order to maximize funds.

During the next 2 fiscal years, it is estimated that ridership will increase between 75%-78%. While additional funding from the Sequoia Healthcare District is needed to support the program in direct ride and administrative costs, grants from alternate sources will continue to be pursued.

RIDER USAGE	
July	275
August	287
September	276
October	338
November	342
December	215
January	269
February	135
March	253
UNIQUE CLIENTS: 129	
NEW CLIENTS: 51	





FY 2024-2025 / \$80,000 requested

\$50,000 of the requested funding would pay for approximately 4090 rides (@\$16.00 average - \$5.00 rider fee = \$11.00 cost per ride=\$45,000) during the next fiscal cycle + 10% admin. fee (\$5,000)

\$30,000 would fund the part time administrative coordinator position (as well a portion of the billing specialist and program manager positions.)

- Part-time Transportation Coordinator - \$18,500.00
- Billing Specialist (independent contractor working exclusively for the transportation program) - \$3,450.00
- Program Manager (working full time for the transportation program) – \$8,050.00

FY 2025-2026/ \$85,000 requested

\$55,000 of the requested funding would pay for approximately 4304 rides (@\$16.50 average - \$5.00 rider fee = \$11.50 cost per ride= \$49,500) during the next fiscal cycle + 10% admin. fee (\$5,500)

\$30,000 would fund the part time administrative coordinator position (as well a portion of the billing specialist and program manager positions.)

- Part-time Transportation Coordinator - \$18,500.00
- Billing Specialist (independent contractor working exclusively for the transportation program) - \$3,450.00
- Program Manager (working full time for the transportation program) – \$8,050.00

PVI thanks the Sequoia Healthcare District Board for consideration of this request.

**SEQUOIA HEALTHCARE DISTRICT
EMPLOYEES PENSION PLAN**



**January 1, 2024 Actuarial Valuation
Contributions for 2024 & 2025**

Doug Pryor, ASA, EA, MAAA
Drew Ballard, FSA, EA, MAAA
Joseph Herm
Braelen Ballard, ASA, EA, MAAA
Foster & Foster, Inc.

March 18, 2024

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PLAN PROVISIONS

Description	Provision
■ Participation	■ 3 years Sequoia service on 1/1/96
■ Benefit	■ 2% ¹ of highest 5 year average compensation per year of service ■ Accruals frozen 9/30/96
■ Vesting	■ 100% after 10 years
■ Normal Retirement Age	■ 65
■ Early/Late Retirement	■ Decreased/increased based on Plan factors ■ Earliest retirement age is 55
■ Payment Options	■ Actuarially equivalent monthly benefits ■ Actuarially equivalent single lump sum distribution (added by Amendment 2 to the Plan, effective 9/1/19)

¹ Lower percentage, varying by bargaining group, applies to first \$400/month of average compensation.



March 18, 2024

1

DEMOGRAPHIC INFORMATION

January 1, 2024

	Count	Average Age	Average Monthly Benefit
■ Deferred Participants			
• Males	15	63.1	\$ 519
• Females	<u>164</u>	63.2	643
• Total	179	63.2	632
■ Retirees			
• Males	125	74.5	\$ 773
• Females	<u>577</u>	76.1	844
• Total	702	75.8	832
■ Total			
• Males	140	73.4	\$ 746
• Females	<u>741</u>	73.3	800
• Total	881	73.3	792

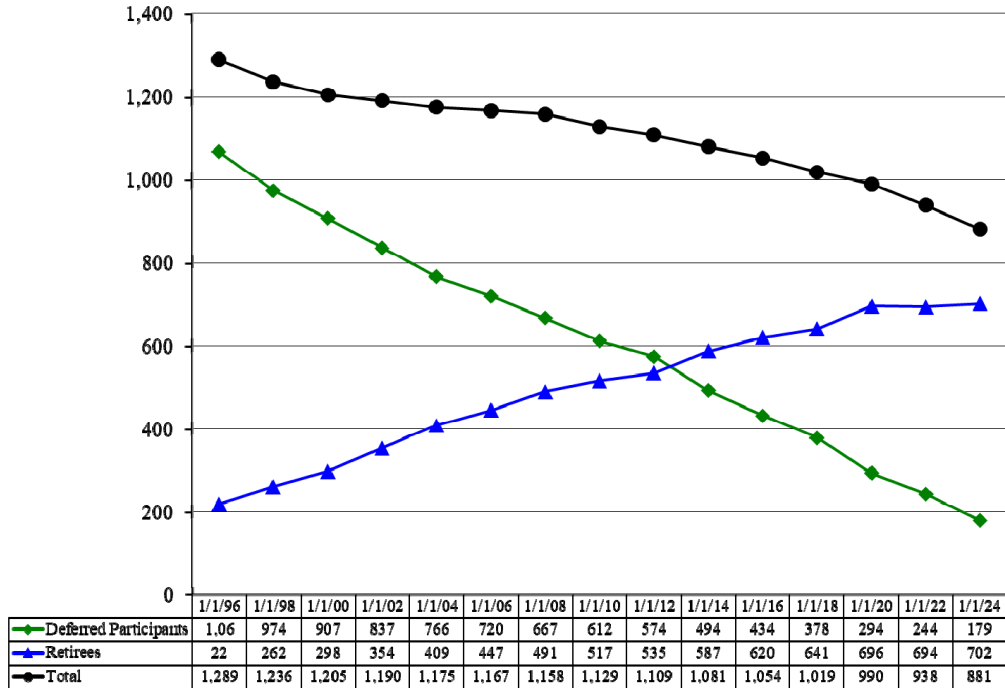


March 18, 2024

2

DEMOGRAPHIC INFORMATION

Historical Counts²



² Data not available for 1/1/02. Averages of 1/1/00 and 1/1/04 used.

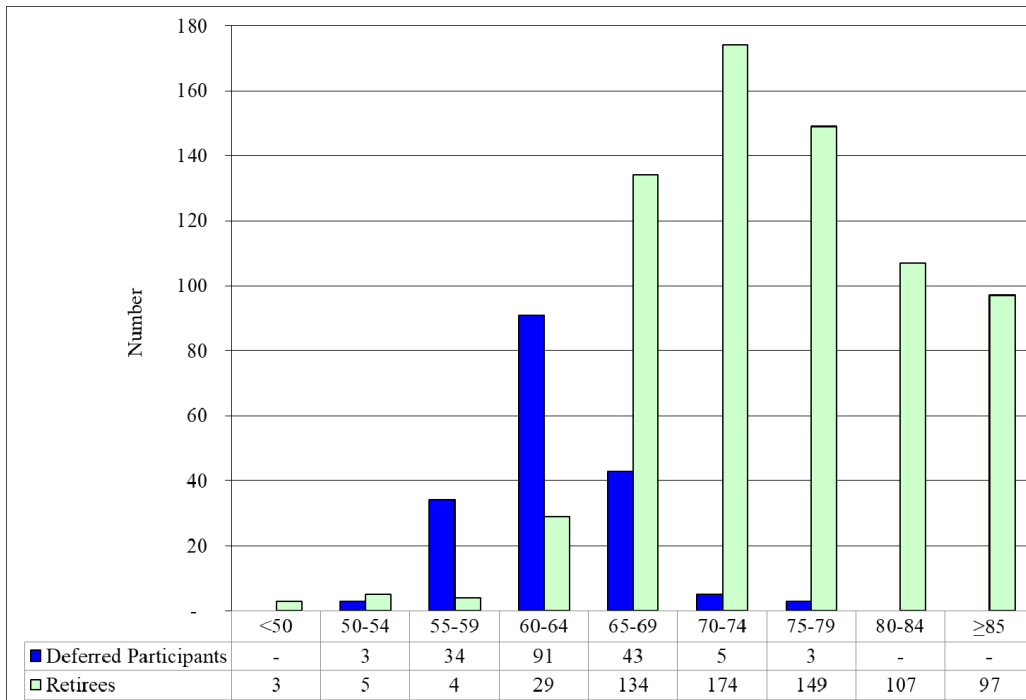


March 18, 2024

3

DEMOGRAPHIC INFORMATION

Participant Age Distribution



March 18, 2024

4

ASSET INFORMATION

Asset Reconciliation

(Amounts in 000s)

	2022	2023
■ Beginning of year	\$ 71,416	\$ 54,036
• Contributions ³	2,200	2,200
• Benefit Payments	(6,751)	(8,231)
• Administrative Expenses	(113)	(94)
• Indirect Mutual Fund Fees	(183)	(183)
• Net Return	<u>(12,533)</u>	<u>6,454</u>
■ End of year	54,036	54,182
■ Approximate Net Return⁴	(18.9)%	12.4%

³ Includes receivable contributions.

⁴ Net of administrative expenses and mutual fund fees.



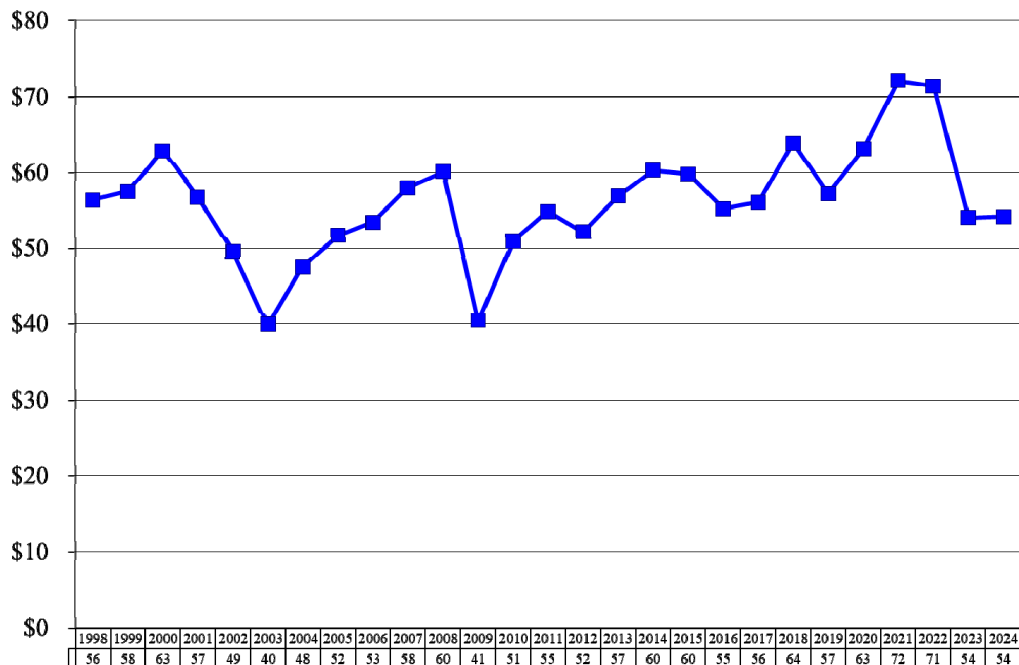
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ASSET INFORMATION

Historical Plan Assets

(Amounts in millions)

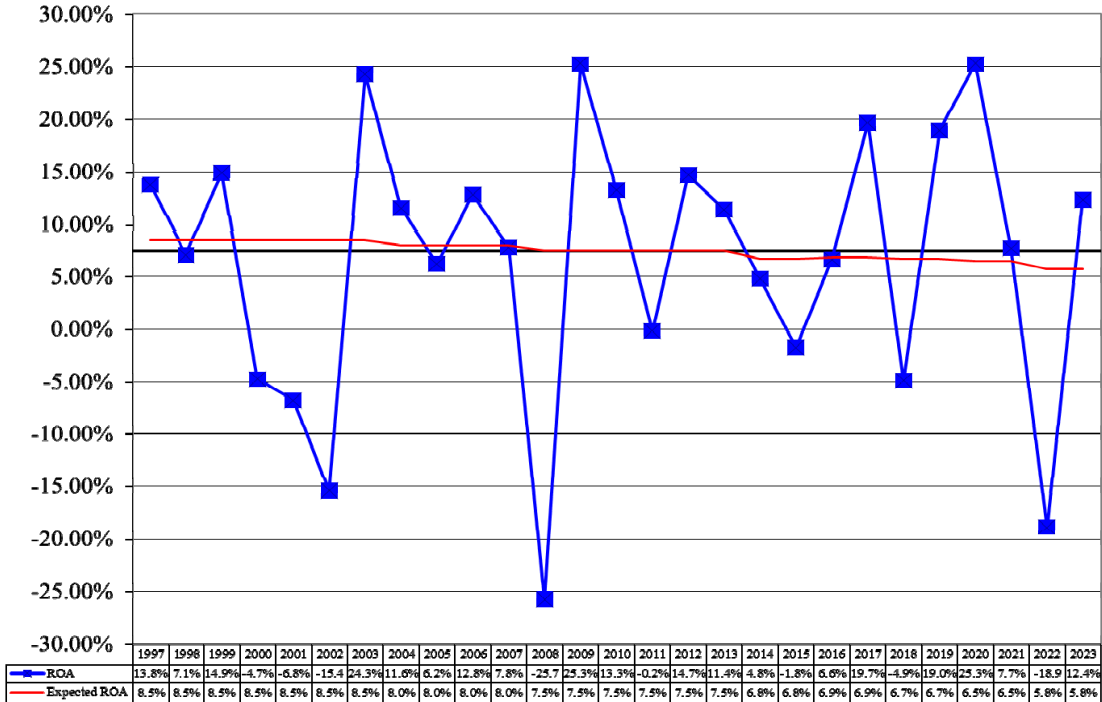


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ASSET INFORMATION

Historical Asset Returns

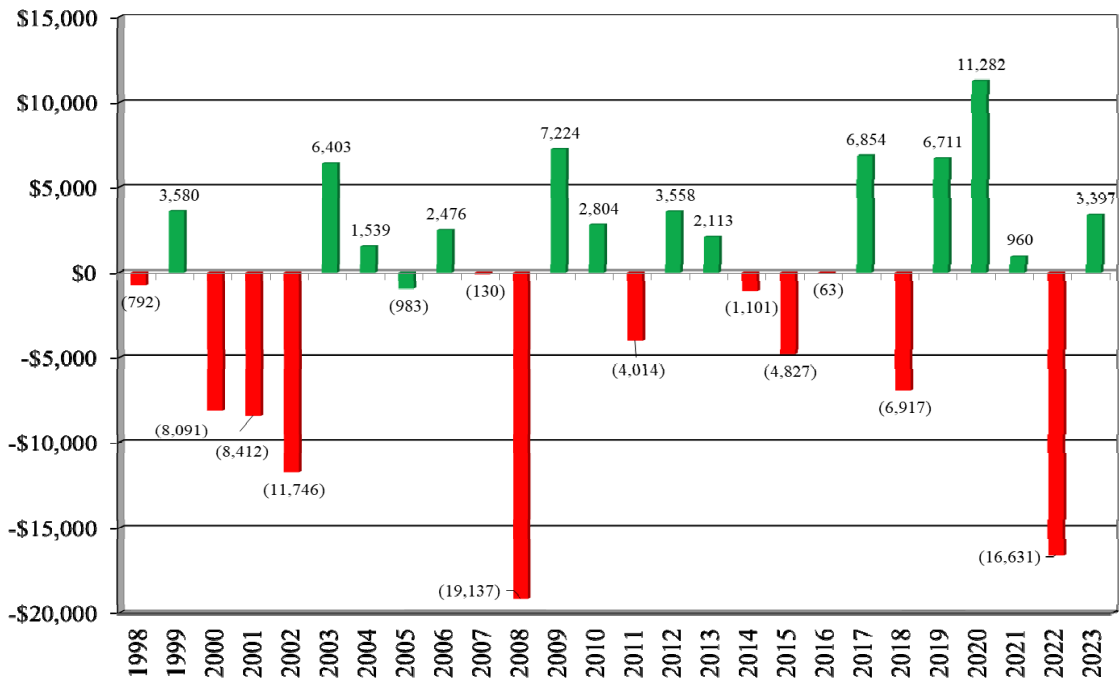


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ASSET INFORMATION

Historical Asset Gain/(Loss)

(Amounts in 000s)



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ACTUARIAL METHODS AND ASSUMPTIONS

**Discount Rate
Asset Allocation**

Category	Target Asset Allocation
Broad US Equity	28%
Broad International Equity	26%
US Intermediate Duration Fixed Income	33%
Core Real Estate	5%
US Treasury Inflation Protected Securities (“TIPS”)	8%
Total	100%



March 18, 2024

ACTUARIAL METHODS AND ASSUMPTIONS

**Discount Rate
Foster & Foster Model**

- Stochastic simulations of geometric average returns over 20 years
- 5,000 trials
- Projections based on 8 independent Investment Advisors 2021 10-year Capital Market Assumptions and where available, investment advisors anticipated long-term trends:

	Geometric Average Real Rates of Return	Standard Deviation
Domestic Equity	4.29%	17.06%
International Equity	4.67%	19.66%
Fixed Income	0.78%	4.23%
Real Estate	4.06%	17.91%
TIPS	-0.08%	5.69%

- Inflation Assumption: 2.50%



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Discount Rate
Investment Return Assumption

- Discount rate:
 - Real rate of return plus inflation
 - Reduce for investment expenses
 - No reduction for administrative expenses, as specified in GASBS 67/68 for discount rate



Discount Rate
Investment Return Assumption

- Realization:
 - Likelihood that returns equal or exceed percent shown (not reduced for anticipated administrative expenses)
 - For example, 60% likely that long term return is at least 5.06%

	Estimated Realization		
	50%	55%	60%
■ Real Return	3.34%	3.03%	2.71%
■ Inflation	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>
■ Total Return	5.84%	5.53%	5.21%
■ Assumed Investment Expenses	<u>0.15%</u>	<u>0.15%</u>	<u>0.15%</u>
■ Net Return	5.69%	5.38%	5.06%



ACTUARIAL METHODS AND ASSUMPTIONS

Assumption	January 1, 2022 Valuation	January 1, 2024 Valuation
■ Discount Rate	<ul style="list-style-type: none"> ■ 5.75% ■ No reduction for admin. expenses ■ 2.50% inflation assumption 	■ Same
■ Cost Method	■ Projected Unit Credit	■ Same
■ Amortization	■ 8-year level dollar amortization of unfunded liability (in 2022)	<ul style="list-style-type: none"> ■ 6-year level dollar amortization of prior unfunded liability (in 2024) ■ 15-year level dollar amortization for gains and losses
■ Mortality	<ul style="list-style-type: none"> ■ CalPERS 97-15 Mortality ■ Fully-generational mortality improvement Scale MP-2021 	<ul style="list-style-type: none"> ■ CalPERS 2000-2019 Mortality ■ Fully-generational mortality improvement Scale MP-2021
■ Lump Sum Election	■ 30% of deferred participants assumed to elect a lump sum upon retirement	■ Same



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ACTUARIAL METHODS AND ASSUMPTIONS

Assumption	January 1, 2022 Valuation	January 1, 2024 Valuation																																
■ Lump Sum Payouts	<ul style="list-style-type: none"> ■ 7% interest ■ GAM-83 mortality 	■ Same																																
■ Retirement Rates	<ul style="list-style-type: none"> ■ For deferred participants (average retirement age \approx 66): <table border="1" style="margin-left: 40px; border-collapse: collapse; width: 100%;"> <thead> <tr> <th style="text-align: center;">Age</th> <th style="text-align: center;">Rate</th> <th style="text-align: center;">Age</th> <th style="text-align: center;">Rate</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">55</td> <td style="text-align: center;">6%</td> <td style="text-align: center;">65</td> <td style="text-align: center;">40%</td> </tr> <tr> <td style="text-align: center;">56 to 59</td> <td style="text-align: center;">5%</td> <td style="text-align: center;">66 to 69</td> <td style="text-align: center;">30%</td> </tr> <tr> <td style="text-align: center;">60 to 61</td> <td style="text-align: center;">6%</td> <td style="text-align: center;">70+</td> <td style="text-align: center;">100%</td> </tr> <tr> <td style="text-align: center;">62</td> <td style="text-align: center;">15%</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">63 to 64</td> <td style="text-align: center;">9%</td> <td></td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> ■ Average retirement ages <table border="1" style="margin-left: 40px; border-collapse: collapse; width: 100%;"> <tbody> <tr> <td style="text-align: center;">All Retirees</td> <td style="text-align: center;">62.6</td> </tr> <tr> <td style="text-align: center;">Retirement Year</td> <td></td> </tr> <tr> <td style="text-align: center;">• 2019-2023</td> <td style="text-align: center;">65.3</td> </tr> <tr> <td style="text-align: center;">• 2014-2023</td> <td style="text-align: center;">64.6</td> </tr> </tbody> </table> 	Age	Rate	Age	Rate	55	6%	65	40%	56 to 59	5%	66 to 69	30%	60 to 61	6%	70+	100%	62	15%			63 to 64	9%			All Retirees	62.6	Retirement Year		• 2019-2023	65.3	• 2014-2023	64.6	
Age	Rate	Age	Rate																															
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Retirement Year																																		
• 2019-2023	65.3																																	
• 2014-2023	64.6																																	



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FUNDED STATUS

Funded Status

(Amounts in 000s)

	1/1/2022 Valuation	1/1/2024 Valuation
■ Actuarial Accrued Liability (AAL)		
• Deferred Participants	\$20,999	\$15,495
• Retirees and Beneficiaries	<u>63,565</u>	<u>63,196</u>
• Total	84,564	78,691
■ Assets	<u>(71,416)</u>	<u>(54,182)</u>
■ Unfunded AAL	13,148	24,509
■ Funded Percentage	84%	69%



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FUNDED STATUS

Gain/Loss Analysis

(Amounts in 000s)

	AAL	Assets	UAAL
■ 1/1/2022	\$84,564	\$71,416	\$13,148
■ Expected 1/1/2024	78,763	68,373	10,390
■ Changes:			
• Mortality Assumption	(10)	-	(10)
• Investment loss	-	(14,191)	14,191
• Demographic/other	<u>(62)</u>	=	<u>(62)</u>
• Total changes	(72)	(14,191)	14,119
■ Actual 1/1/2024	78,691	54,182	24,509



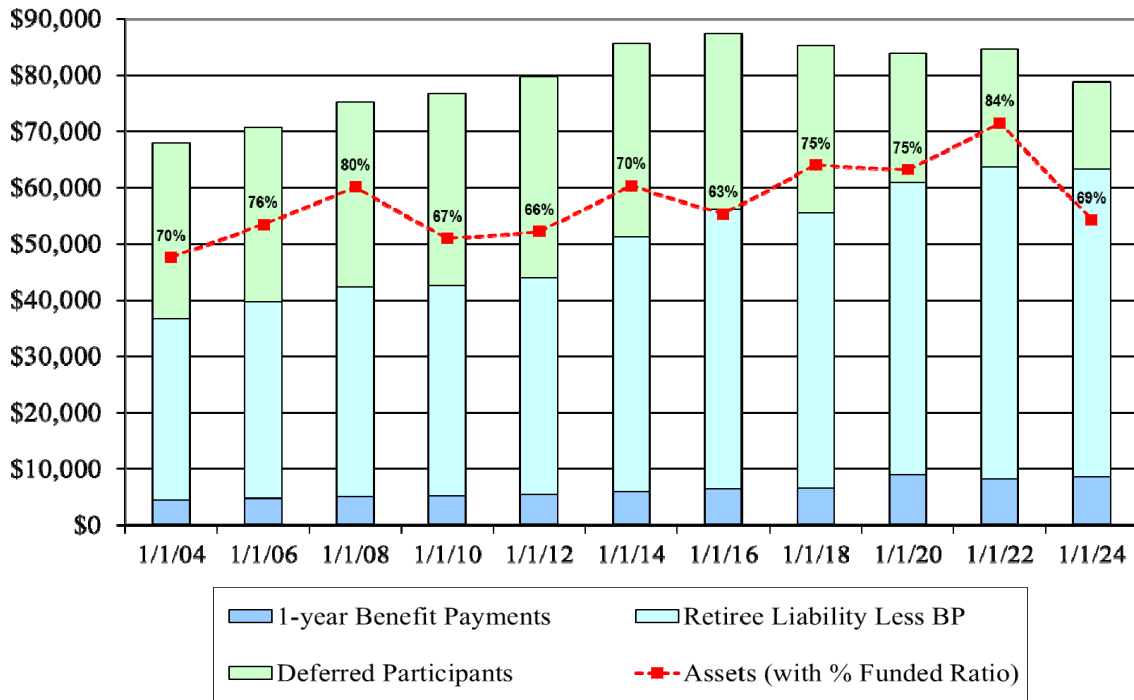
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FUNDED STATUS

Assets and Liabilities

(Amounts in 000s)



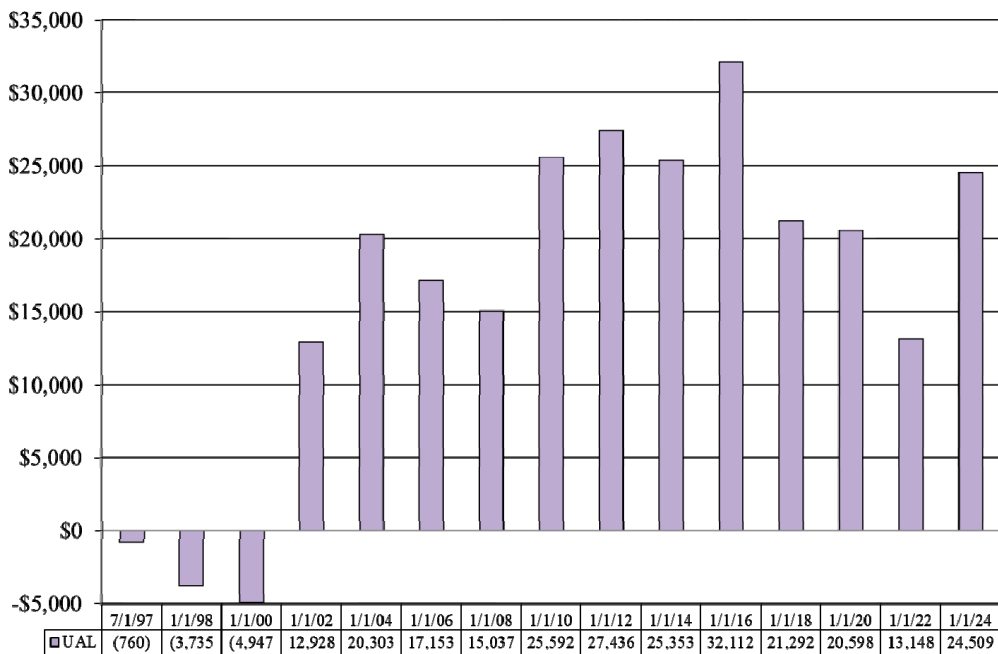
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FUNDED STATUS

Unfunded Actuarial Liability

(Amounts in 000s)



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CONTRIBUTIONS

Recommended Contributions

(Amounts in 000s)

	2022 and 2023	2024 and 2025
■ Unfunded AAL	\$ 13,148	\$ 24,509
■ Amortization Payments⁵		
➤ Prior UAAL (8 years from 2022 6 years from 2024)	2,100	2,100
➤ 2024 Valuation	n/a	1,400
■ Administrative Expenses	<u>100</u>	<u>100</u>
■ Total Recommended Contribution	2,200	3,600

⁵ Rounded to nearest \$100,000.



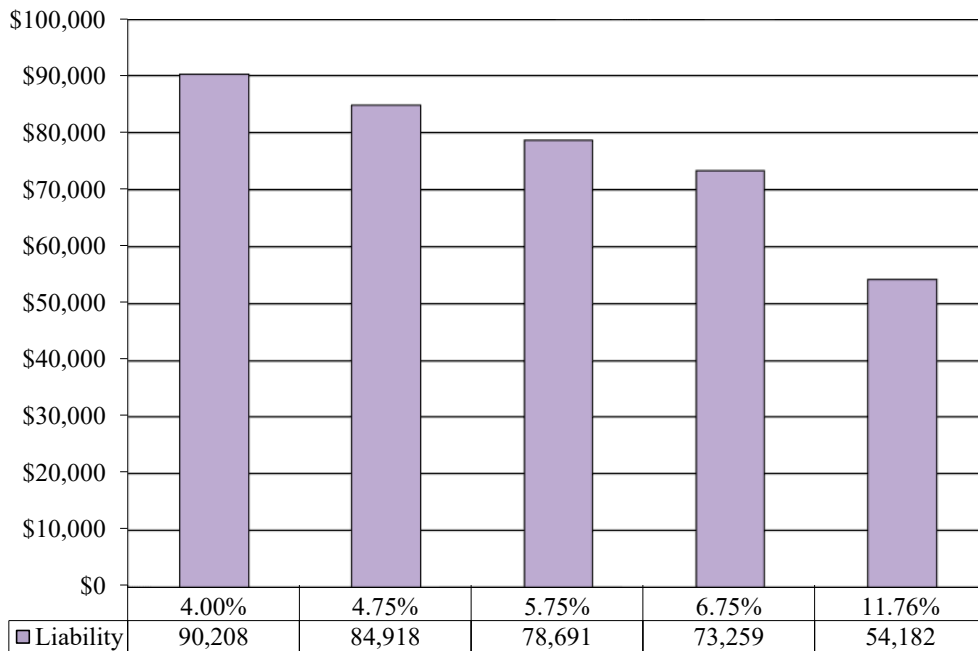
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DISCOUNT RATE SENSITIVITY

Actuarial Liability

(Amounts in 000s)



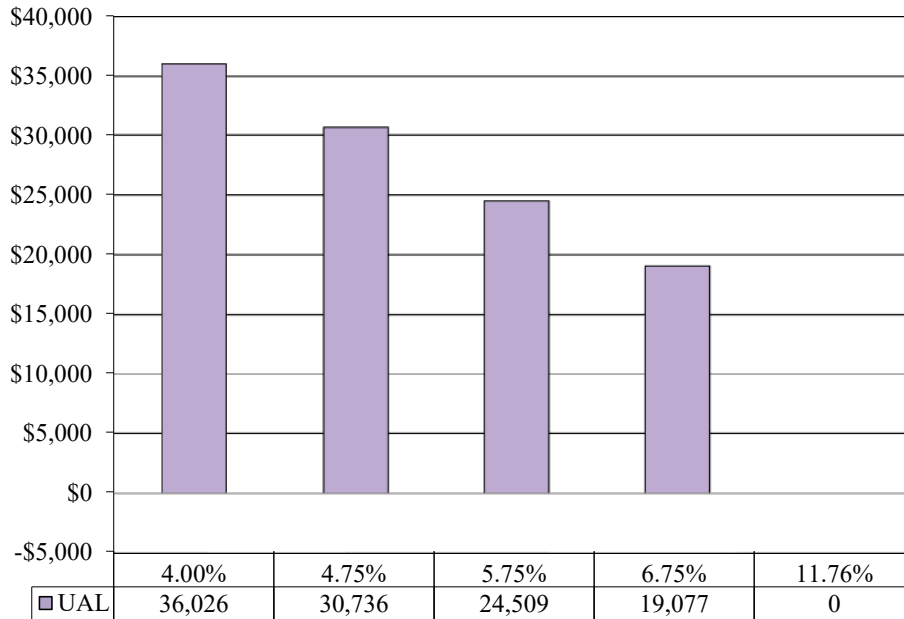
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DISCOUNT RATE SENSITIVITY

Unfunded Actuarial Liability

(Amounts in 000s)



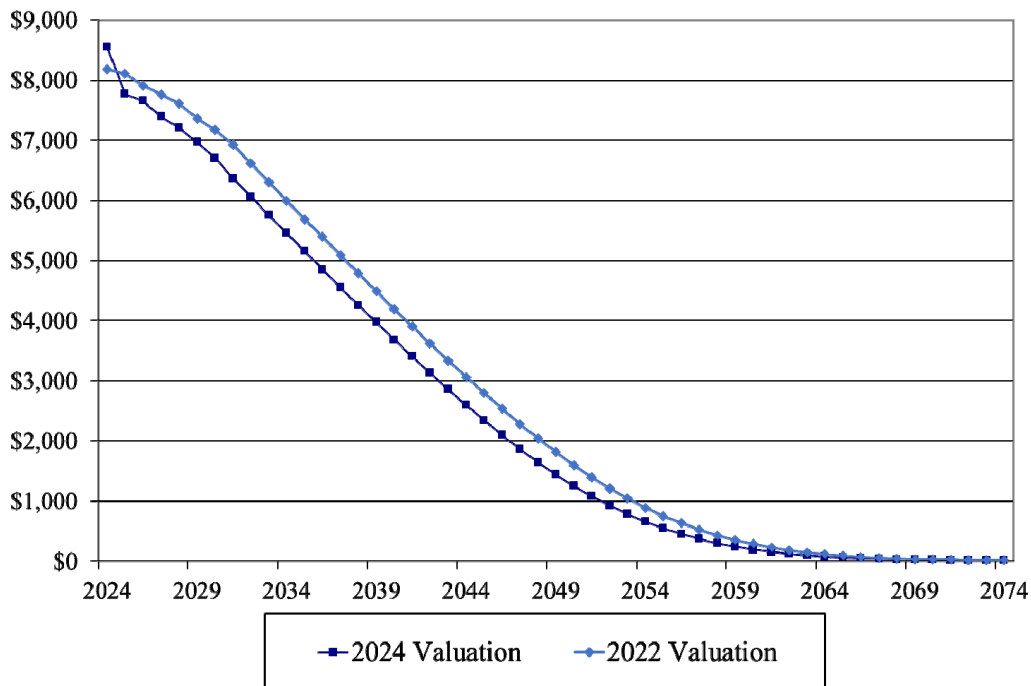
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PROJECTIONS

Benefit Payment Projection

(Amounts in 000s)



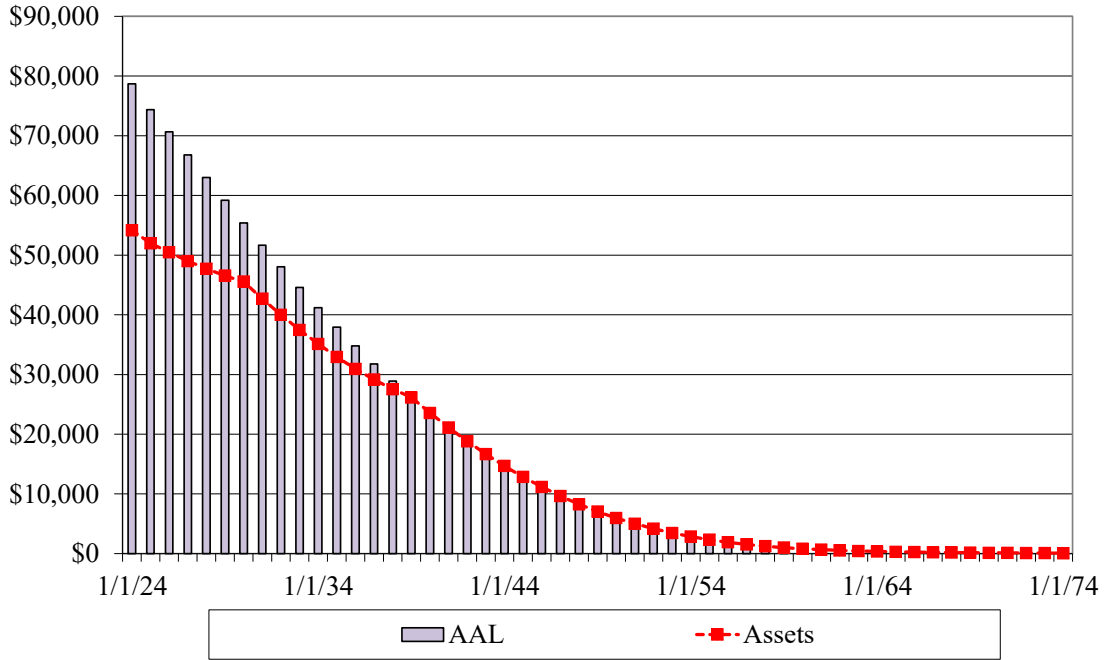
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PROJECTIONS

Funded Status Projection

(Amounts in 000s)



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PROJECTIONS

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PLAN RISKS

Discussion of Plan Risks

- Actuarial Standard of Practice No. 51, Assessment and Disclosure of Risk Associated with Measuring Pension Obligations and Determining Pension Plan Contributions, requires the actuary to assess and disclose the risk that actual future measurements may differ significantly from expected future measurements.
- The Plan is 69% funded as of January 1, 2024. Note that the unfunded liability calculated in an actuarial valuation is a snapshot on the valuation date and is impacted by experience gains and losses between snapshot dates, especially investment return fluctuations, and also by changes in actuarial assumptions. The following are risks for this Plan that may affect the plan's future financial condition:
 - Investment risk – the potential that investment return will be different than expected
 - Asset/liability mismatch risk – the potential that changes in asset values are not matched by changes in the value of liabilities
 - Longevity risk – the potential that participants will live longer than projected
- This plan is considered a mature pension plan since it is a frozen plan. Mature plans are subject to increased contribution volatility, especially for investment gains and losses.



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PLAN RISKS

- Investment risk is the largest risk facing this plan due to its maturity. The Plan's investment manager must carefully manage the plan's liquidity needs as the plan "winds down" over the next 30 or more years.
- The scope of this valuation did not include a risk assessment based on numerical calculations, but we have included historical funded ratios and a graph of projected future benefit payments to assist in the Plan's management.



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PLAN RISKS

Low-Default-Risk Obligation Measure

- Actuarial Standard of Practice No. 4, Measuring Pension Obligations and Determining Pension Plan Costs or Contributions, requires communication of a “low-default-risk obligation measure” (LDROM).
- The discount rate is tied to low-default-risk fixed income securities. The S&P Municipal Bond 20 Year High Grade Rate Index (daily rate closest to, but not later than, the measurement date of June 30, 2023) was selected to represent a current market rate of low risk but longer-term investments that could be included in a low-risk asset portfolio.
- The discount rate used in this LDROM valuation was 4.00%, resulting in an LDROM of \$90.2 million.
- The LDROM should not be considered the “correct” liability measurement; it simply shows a possible outcome if the City elected to hold a very low risk asset portfolio.



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ACTUARIAL CERTIFICATION

This report presents the Sequoia Healthcare District Employees Pension Plan (“Plan”) January 1, 2024 actuarial valuation. The purpose of this valuation is to:

- Determine the Plan’s January 1, 2024 Funded Status,
- Calculate the 2024 and 2025 Recommended Contributions for purposes of Plan funding.

The information in this report may not be appropriate for purposes other than Plan funding but may be useful for the Plan’s financial management. Future valuations may differ significantly if the Plan’s experience differs from our assumptions or if there are changes in Plan design, actuarial methods, or actuarial assumptions. The project scope did not include an analysis of this potential variation.

The valuation is based on Plan provisions, participant data, funding policy and asset information provided to Foster & Foster as summarized in this report, which we relied on and did not audit. We reviewed the participant data for reasonableness.

Additionally, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models that apply the funding rules to generate the results. All internally developed models are reviewed as part of the valuation process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

To the best of our knowledge, this report is complete and accurate and has been conducted using generally accepted actuarial principles and practices. As members of the American Academy of Actuaries meeting the Academy Qualification Standards, we certify the actuarial results and opinions herein.

Respectfully submitted,

Drew Ballard, FSA, EA, MAAA
Foster & Foster, Inc.
March 18, 2024

Braeleen Ballard, ASA, EA, MAAA
Foster & Foster, Inc.
March 18, 2024



March 18, 2024

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DRAFT
Healthy Schools Initiative
Budget Narrative
FY'2024-25

Overview:

The Sequoia Healthcare District's Healthy Schools Initiative (HSI) launched in 2010 and continues to provide essential support for our school communities. This initiative is guided by the CDC's Whole School, Whole Community, Whole Child (WSCC) model and its ten components frame our funding priorities. The HSI team's recent analysis of the WSCC model implementation in their school districts drives the proposed 2024-25 budget. Assessment of the Multi-tiered Systems of Support in each district is also a budget driver. Hence, goals for the upcoming academic year will include continued investment in the ongoing, established programs as well as exploration of new, innovative approaches to wellbeing.

School Wellness Leads and District Administrators see mental and behavioral health as the top student-facing priority along with renewed focus on staff wellness and parent education. Prevention practices continue to be the best use of public health dollars and an effective strategy to address such concerns as social-emotional wellness, suicide, substance misuse, and various diet-related diseases.

The overall HSI Budget request for FY 2024-25 is \$5,789,919, which is an \$867,404 (15%) increase from 2023-24.

- Direct Funding to School Districts is \$3,246,482, which is a \$173,709 (5.6%) increase from 2023-24. The increase is largely attributable to a 3.5% COLA factored into direct staff costs and higher subcontractor rates.
- Funding to Charter/Independent Schools totals \$165,000.
- Grant applications requests – 35 have been received and are in the final stages of HSI Team review. Approximate grant support totals \$1,692,637, which is \$395,860 (31.5%) above the current year. The increase is due to 7 additional grant requests and increased agency costs. The school grants program continues to emphasize school-based counseling, mental and behavioral health.
- Program Management and Support expense is \$685,800 a significant \$219,335 (47.0%) increase from this year. The increase reflects the addition of programs, which will further enhance the mental health and wellbeing supports for our school staff and students. The new programs are: Integrative Employee Wellness, Neurodiversity Speaker Series, data consultants, MTSS training, and StarVista's Crisis Intervention & Suicide Prevention moving to this section and out of district MOUs.

	B	C	D	E	F
2	Healthy Schools Initiative Budget 2024-25				
3	San Carlos School District	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
4	Staff Salaries				
5	Wellness Director (1.0 FTE)	\$ 137,280	\$ 142,085	\$ 4,805	3.5% COLA/33% of benefits
6	Nursing Services (2.0 FTE)	\$ 270,400	\$ 279,864	\$ 9,464	3.5% COLA/33% of benefits
7	Counselor Middle (1.0 FTE)	\$ 144,560	\$ 149,620	\$ 5,060	3.5% COLA/33% of benefits
8	Elementary School Counselor (1.0 FTE)	\$ 124,800	\$ 129,168	\$ 4,368	3.5% COLA/33% of benefits
9	Subcontractor				
10	One Life - School-based Counseling	\$ 45,000	\$ 55,000	\$ 10,000	
11	Other				
12	Staff Wellness	\$ 10,000	\$ 10,000	\$ -	
13	Subtotal	\$ 732,040	\$ 765,737	\$ 33,697	
14	Grants				
15	Each Green Corner	\$ 25,000		shared funding	
16	StarVista-Crisis Intervention & Suicide Prevention	\$ 20,000			shared funding
17	Care Solace	\$ 8,513			
18	TOTAL San Carlos				
19					
20	Redwood City School District	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
21	Staff Salaries				

	B	C	D	E	F
22	Wellness Director (1.0 FTE)	\$ 153,780	\$ 159,163	\$ 5,383	3.5% COLA/33% of benefits
23	Nursing Services (2 RNs and 1 LVN)	\$ 320,320	\$ 331,531	\$ 11,211	3.5% COLA/33% of benefits
24	Subcontractors				
25	Counseling program and services	\$ 274,000	\$ 299,000	\$ 25,000	
26	Counseling	\$ 50,000	\$ 52,500	\$ -	
27	Parent Education Series	\$ 10,000	\$ 15,000	\$ 5,000	
28	Other				
29	Training and Supplies	\$ 3,000	\$ 3,000	\$ -	
30	Subtotal	\$811,100	\$860,194	\$46,594	
31	Grants				
32	Acknowledge Alliance	\$ 30,000			
33	Adelante Selby	\$ 13,000			
34	Care Solace	\$ 21,325			
35	Child Mind Institute	\$ -			
36	Each Green Corner	\$ 25,000			shared funding
37	El Centro Prevention & Early Intervention Ed	\$ 25,000			
38	Friends of Youth	\$ 45,000			shared funding
39	Jasper Ridge Farms - Horse Buddies	\$ 15,000			shared funding
40	PE+	\$ 698,327			8 schools - adding NorthStar and Garfield = 10 schools
41	Sager Family Farms	\$ 10,000			shared funding

	B	C	D	E	F
42	SAL	\$ -			shared funding
43	StarVista-Crisis Intervention & Suicide Prevention	\$ 20,000			shared funding
44	UC Extension - Nutrition Ed	\$ 25,000			
45	United Through Education	\$ 5,000			
46	YMCA Project Cornerstone	\$ 6,300			
47	TOTAL Redwood City				
48					
49	Belmont-Redwood Shores School District	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
50	Staff Salaries				
51	Ed Services Wellness Coordinator (0.65 FTE)	\$ 146,640	\$ 151,772	\$ 5,133	3.5% COLA/33% of benefits
52	Credentialed School Nurse (0.5 FTE)	\$ 78,156	\$ 80,892	\$ 2,736	3.5% COLA/33% of benefits
53	K-8 Counselor (2.0 FTE)	\$ 257,088	\$ 266,086	\$ 8,998	3.5% COLA/33% of benefits
54	6-8 Counselor (1.0 FTE)	\$ 158,080	\$ 163,613	\$ 5,533	3.5% COLA/33% of benefits
55	Other				
56	Great Body Shop (K-5)	\$ 22,635	\$ 22,635	\$ -	
57	Tier One Mental Health Support (K-8) Second Step & Wayfinder - SEL Curriculum	\$ 10,000	\$ 10,000	\$ -	
58	Staff Wellness	\$ 11,015	\$ 11,015	\$ -	
59	Subtotal	\$ 683,614	\$ 706,013	\$ 22,400	
60	Grants				
61	Care Solace	\$ 10,785			

	B	C	D	E	F
62	Health Connected	\$ 62,000			
63	StarVista - Crisis Intervention & Suicide Prevention	\$ 20,000			shared funding
64	TOTAL Belmont-Redwood Shores				
65					
66	Sequoia Union High School District	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
67	Staff Salaries				
68	Wellness Coordinator and Health & Safety Project Manager (0.45 FTE)	\$ 120,016	\$ 124,217	\$ 4,201	3.5% COLA/33% of benefits
69	LVN (3)	\$ 240,448	\$ 248,864	\$ 8,416	3.5% COLA/33% of benefits
70	Intervention Counselor at Redwood (0.33 FTE)	\$ 56,368	\$ 58,341	\$ 1,973	3.5% COLA/33% of benefits
71	Subcontractor Services				
72	Acknowledge Alliance Psychotherapist at Redwood (0.4 FTE)	\$ 60,000	\$ 65,000	\$ 5,000	
73	Parent Education Series - Parent Venture	\$ 20,000	\$ 30,000	\$ 10,000	
74	StarVista YDI at Sequoia	\$ 40,000	\$ 45,000	\$ 5,000.00	
75	Subtotal	\$ 536,832	\$ 571,422	\$ 34,590	
76	Grants				
77	Health Connected	\$ 69,000			
78	StarVista Counseling at M-A	\$ 12,500			
79	Neuroscience of Addiction	\$ 7,500			
80	Youth Community Service	\$ 20,000			
81	ACS	\$ 50,000			

	B	C	D	E	F
82	Care Solace	\$ 25,595			
83	Friends of Youth	\$ 45,000			
84	Jasper Ridge Farms	\$ 15,000			
85	Mission Bee	\$ 31,000			
86	StarVista-Crisis Intervention & Suicide Prevention	\$ 20,000			shared funding
87	StarVista ATS	\$ 25,000			
88	Teen Health Van	\$ -			
89	TOTAL Sequoia Union High School				
90					
91	Woodside Elementary School District	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
92	Staff Salaries				
93	Counselor (part time)	\$ 28,392	\$ 29,386	\$ 994	3.5% COLA/
94	Wellness Coordinator (part time)	\$ 28,392	\$ 29,386	\$ 994	3.5% COLA
95	Other				
96	Tier One Mental Health Support	\$ 2,856	\$ 5,000	\$ 2,144	
97	Subtotal	\$ 59,640	\$ 63,772	\$ 4,132	
98	Grant				
99	Care Solace	\$ 940			
100	StarVista-Crisis Intervention & Suicide Prevention	\$ 20,000			shared funding
101	Grants	\$ -			TBD

	B	C	D	E	F
102	TOTAL Woodside Elementary				
103					
104	Portola Valley School District	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
105	Staff Salaries				
106	Credentialed School Nurse (part time)	\$ 27,456	\$ 28,417	\$ 961	3.5% COLA
107	Credentialed School Counselor (part time)	\$ 22,100	\$ 22,874	\$ 774	3.5% COLA
108	Wellness leads (stipends)	\$ 11,024	\$ 11,410	\$ 386	3.5% COLA
109	Other				
110	Social Emotional Universal Screener	\$ 5,000	\$ 5,000	\$ -	
111	Student and Family Engagement Tracker	\$ 10,000	\$ 10,000	\$ -	monitoring & outreach system
112	Subtotal	\$ 75,580	\$ 77,701	\$ 2,121	
113	Grants				
114	Health Connected	\$ -			new program
115	StarVista-Crisis Intervention & Suicide Prevention	\$ 20,000			shared funding
116	Care Solace	\$ 1,378			
117	TOTAL Portola Valley				
118					
119	Los Lomitas Elementary School District	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
120	Staff Salaries				
121	Credentialed School Nurse (part time)	\$ 28,392	\$ 29,386	\$ 994	3.5% COLA

	B	C	D	E	F
122	Credentialed School Nurse (part time)	\$ 28,392	\$ 29,386	\$ 994	3.5% COLA
123	Wellness Coordinator (part time)	\$ 41,600	\$ 43,056	\$ 1,456	Part-time position
124	Subtotal	\$ 98,384	\$ 101,828	\$ 3,444	
125	Grants				
126	Health Connected	\$ 9,450			
127	Care Solace	\$ 3,020			
128	YMCA Project Cornerstone	\$ 1,100			
129	StarVista-Crisis Intervention & Suicide Prevention	\$ 20,000			shared funding
130	ACS	\$ 50,000			shared funding
131	TOTAL Las Lomitas				
132					
133	Menlo Park City School District	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
134	Staff Salaries				
135	Wellness Coordinator (0.5 FTE)	\$ 56,368	\$ 58,341	\$ 1,973	3.5% COLA
136	Credentialed School Nurse (0.25 FTE)	\$ 28,288	\$ 29,279	\$ 991	3.5% COLA
137	Emotional & Behavioral Support Services	\$ 11,783	\$ 12,195	\$ 412	3.5% COLA
138	Subtotal	\$ 96,439	\$ 99,815	\$ 3,376	
139	Grants				
140	Care Solace	\$ 7,305			
141	StarVista School-based Counseling	\$ 25,000			Hillview Middle

	B	C	D	E	F
142	YMCA Project Cornerstone	\$ 2,600			
143	StarVista-Crisis Intervention & Suicide Prevention	\$ 20,000			shared funding
144	Sager Family Farms, Big Buzz About Bees	\$ 10,000			shared funding
145	TOTAL Menlo Park	\$ 64,905	\$ 3,246,482	\$ 3,246,482	
146					
147	Total Direct to School Districts				3,246,482
148					
149	Charter/Independent Schools	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
150	DesignTech High School	\$ 40,000	\$ 40,000	\$ -	Quiet time Program
151	Everest Public High School	\$ 20,000	\$ 25,000	\$ 5,000	Counseling
152	San Carlos Charter Learning Center	\$ 35,000	\$ 45,000	\$ 10,000	Health and Counseling
153	Siena Youth Center, Holy Family School	\$ 25,000	\$ 30,000	\$ 5,000	PE
154	Summit Prep	\$ 20,000	\$ 25,000	\$ 5,000	Counseling
155	TOTAL Charter / Independent Schools	\$ 140,000	\$ 165,000	\$ 25,000.00	\$ 165,000.00
156					
157	GRANTS				
158	Organization Name	Budget 2023-2024	Budget 2024-25	Difference from 2023-24 budget	Explanation
159	Acknowledge Alliance	\$ 30,000	\$ 40,000	\$ 10,000	RCSD (NorthStar)
160	Addiction Education Society	\$ 7,500	\$ 10,000	\$ 2,500	SUHSD
161	Adelante Selby Garden Program	\$ 13,000	\$ 18,000	\$ 5,000	RCSD

	B	C	D	E	F
162	ACS - On Campus Counseling	\$ 50,000	\$ 50,000	\$ -	SUHSD; LLESD; Holy Family School
163	Child Mind Institute	\$ -	\$ 20,000	\$ 20,000	RCSD (Hoover)
164	Each Green Corner	\$ 25,000	\$ 44,000	\$ 19,000	SCSD(3); RCSD(1)
165	El Centro de Libertad	\$ 25,000	\$ 30,000	\$ 5,000	RCSD (6)
166	Friends for Youth	\$ 45,000	\$ 45,000	\$ -	SUHSD (SHS+WHS); RCSD
167	Generations United	\$ -	\$ 20,000	\$ 20,000	KIPP
168	Innovative Public Schools	\$ -	\$ 20,000	\$ 20,000	EPA
169	Health Connected	\$ 140,450	\$ 171,517	\$ 31,067	LLESD(2); SUHSD(5); BRSSD(7); PVSD (2)
170	Jasper Ridge Horse Buddies	\$ 15,000	\$ 15,000	\$ -	RCSD; SUHSD
171	Mission Be	\$ 31,000	\$ 31,000	\$ -	SUHSD
172	NCEFT	\$ 24,000	\$ 24,000	\$ -	SUHSD
173	PCC/PE+	\$ 698,327	\$ 876,620	\$ 178,293	RCSD
174	Sager Family Farm	\$ 10,000	\$ 30,000	\$ 20,000	MPCSD(3); RCSD(11); CHARTER Connect
175	Teen Health Van	\$ -	\$ 30,000	\$ 30,000	SUHSD
176	SAL	\$ -	\$ 20,000	\$ 20,000	Shared funding
177	StarVista-Crisis Intervention & Suicide Prevention	\$ 20,000	\$ -	\$ (20,000)	Moved to HSI Supports
178	StarVista - School-based counseling	\$ 25,000	\$ 30,000	\$ 5,000	MPCSD (Hillview Middle)
179	StarVista - School-based counseling	\$ 42,500	\$ 42,500	\$ -	SUHSD(M-A); Arbor Bay
180	StarVista Insights - Alternative To Suspension	\$ 25,000	\$ 30,000	\$ 5,000	SUHSD
181	UC Extension- Nutrition Education	\$ 25,000	\$ 30,000	\$ 5,000	RCSD (5)

	B	C	D	E	F
182	United Through Education	\$ 5,000	\$ 25,000	\$ 20,000	RCSD (10)
183	Youth Community Service	\$ 20,000	\$ 25,000	\$ 5,000	SUHSD (EPA+)
184	YMCA - Project Cornerstone	\$ 10,000	\$ 15,000	\$ 5,000	LLESD; MPCSD; RCSD
185	Total Grants	\$ 1,286,777	\$ 1,692,637	\$ 405,860	1,692,637
186					
187	HSI Program Support	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
188	Care Solace	\$ 90,965	\$ 90,965	\$ -	All 8 Districts, year 3 of 3
189	Discretionary Funds	\$ 10,000	\$ 10,000	\$ -	
190	English/Spanish Parent Forums	\$ 25,000	\$ 35,000	\$ 10,000	Parent education - bilingual
191	HSI Team - professional development training	\$ 7,000	\$ 10,000	\$ 3,000	Trainings and conferences
192	Integrative Wellness	\$ -	\$ 138,000	\$ 138,000	Employee wellness program
193	Neurodiversity Speaker Series	\$ -	\$ 20,000	\$ 20,000	Education: parents / educators
194	Parent Education - Video Library	\$ 15,000	\$ 20,000	\$ 5,000	BGCP students
195	Promotional materials, supplies, printing	\$ 1,500	\$ 1,500	\$ -	
196	Resiliency Training - Educator Community	\$ 20,000	\$ 20,000	\$ -	Educators & community
197	School Nurse Credentialing Scholarships	\$ 15,000	\$ 15,000	\$ -	
198	StarVista Crisis Intervention & Suicide Prevention	\$ 20,000	\$ 25,000	\$ 5,000	Moved from grants
199	Substance Use Prevention & Narcan Training	\$ 15,000	\$ 15,000	\$ -	ATOD efforts
200	Tier One Mental Health Support	\$ 40,000	\$ 40,000	\$ -	MTSS Tier One
201	Tier Two Mental Health Support	\$ 24,000	\$ 30,000	\$ 6,000	MTSS Tier Two

	B	C	D	E	F
202	Total HSI Program Support	\$ 283,465	\$ 470,465	\$ 187,000	\$ 470,465
203					
204	Program Staff and Contractor Support	Budget 2023-24	Budget 2024-25	Difference from 2023-24 budget	Explanation
205	HSI Director Salary - 1.0 FTE	\$ 163,000	\$ 170,335	\$ 7,335	
206	HSI Support Contractor(s)	\$ 20,000	\$ 45,000	\$ 25,000	Trainers and contractors
207	Total Program Management	\$ 183,000	\$ 215,335	\$ 32,335	\$ 215,335
208					
209	GRAND TOTAL		\$ 5,789,919		\$ 5,789,919



**Budget Narrative: FY 2024-25 Proposed Budget
for Board Feedback**

Presented by Pamela Kurtzman

4/24/2024

Presented here is my initial draft of the FY 2024-25 proposed budget for Board review. I first shared it with the Board Finance Committee in early April and made a few adjustments based on their feedback. The proposed budget totals **\$32,686,215** and represents my best estimate of what revenue and expenses will be next year as compared to the adopted budget and actuals for 2023-2024.

The budget is significantly more than last year, and in fact, higher than any other year in our history. You will also see that this budget is imbalanced, showing expenses far outweighing our revenue. This is due to our commitment to Ravenswood and the associated tenant improvements (TI's), totaling nearly \$6 million dollars, and our potential purchase of a new building for our District offices which is budgeted for \$4.5 million, including TI's. If the district were to withdraw funding for the Ravenswood Dental clinic and forgo the new District office building purchase with TI's, then our budget would be balanced.

Note that the Ravenswood Dental Clinic is not listed in the grants section of this budget but is instead listed under Capital Improvements. This is due to the considerable TI's that will be made to 525 Veterans, though the funding to Ravenswood is technically a grant. Two other significant factors that elevated expenses are proposed increases in our school health program and grants program. Also reflected in the budget are factors such as anticipated economic conditions and potential program investment opportunities that may arise.

Though I increased our tax revenue by \$1 million dollars, our new community investments, including the dental clinic and potential new building leaves us a shortfall of close to \$11 million dollars. To meet this deficit, we will take from reserves, still leaving us with a healthy enough reserve to respond to unforeseen and urgent needs that may arise.

Listed below are notable increases and decreases in our anticipated revenue.

REVENUE

Notable changes to our income over current fiscal year.

- Property tax increase from \$15.5M to \$16.5M based on past 3 years actuals and the County Comptroller's report of anticipated disbursements.

- Investment income is expecting a significant jump over our current budget of \$80k to \$1.2M. This figure is based on current year’s actuals and scenario projections by our investment manager at SIA.
- Pension pass-through will increase from 2.2M to \$3.6M based on the actuarial report for the next two fiscal years (2024-2026).

No changes in the following areas:

- Rental income will remain constant even given the anticipated building construction since we do not know when construction will begin.
- Dignity Settlement funds paid directly to District will remain constant at \$510k

Total income including tax revenue and other sources: \$21,820,400

16,500,000 (property taxes)
+5,320,400 (other sources)

EXPENSES

Our total expenses including administration, grants, programs, Ravenswood TI’s (capital improvements) and new building for our District office is \$32,686,215. Below are the specific changes to our expenses from our current fiscal year. Please see the assumptions section of the draft budget for further detail on particular items.

FY 2023-24	FY 2024-25	Difference +/- (explained)
Grants: \$9,533,778	Grants: \$10,503,484	+\$969,706 Several current grantees have asked for increased funding in 2024-25 plus anticipated new grants
Programs: \$5,097,515	Programs: \$6,235,000	+\$1,137,485 Mainly due to Increase in school health budget. Also includes new emergency prep programs
Admin/other non-personnel expenses: \$1,362,107	Admin/other non-personnel expenses: \$1,815,160	+\$453,053 Anticipated new pt admin staff, health benefits cost increase, election fees this year
Building maintenance, depreciation: \$107,000	Building maintenance, building purchase, capital improvements, depreciation: \$10,532,571	+\$10,425,571 Ravenswood TI’s, New building purchase <i>*note: there could be a significant change in depreciation based on the date of the building purchase and TI’s that are not reflected in the current budget.</i>
Pension: \$2,200,000	Pension: \$3,600,000	+ \$1,400,000
Total \$18,300,400	Total \$32,686,215	Total \$14,385,815

Notable changes to expenses:

- **Staffing costs** have been increasing and for 2024-25 they are expected to increase by \$205,540. Specifically, I made increases in admin payroll and grants admin payroll to account for potential salary increases and associated tax increases (payroll tax, social security, etc). Health insurance costs increased considerably this year, and I will be bringing on a new part-time accounting clerk to provide backup accounting support and other clerical and office duties. The fully loaded labor costs for admin and grants/admin personnel total \$884,040 as compared to our current fiscal year, which was budgeted at \$678,500.
- Our total administrative costs are projected to be \$1,815,160 compared with our current budget of \$1,361,607. The increase in administrative expenses is primarily due to increased staffing costs and election fees of \$200,000.
- Sizable increase in **Future Impact Funds FIF funds/EIC** (\$1.5 million) to support a few new initiatives including a healthcare workforce development program and a non-profit rent/overhead assistance program, among other new programs that provide community benefit throughout the year.
- Increase school health budget by nearly \$800,000 to enhance and expand mental and behavioral health services in the schools.
- Increase in CC grants of +\$400,000 allows us to provide more financial support to our grantees.

Recommendation

- Provide board feedback to incorporate into final draft and adopt at our June 5, 2024 public meeting

* Attachment

A. Budget Spreadsheet for FY24-25 including adopted FY 23-24 budget and assumptions for comparison

Sequoia Healthcare District - DRAFT Budget FY2024-2025

		Approved Budget 2023-2024 FOR COMPARISON ONLY	Anticipated year end 2024 totals	DRAFT Budget FY2024-2025
INCOME				
Rental Income	(1)	9,600	9,600	9,600
Tax Revenue	(2)	15,500,000	16,564,265	16,500,000
Investment Income	(3)	80,000	1,379,975	1,200,000
Interest Income	(4)	800	1,000	800
2021 Dignity Agrmt Pension Income	(5) (6)	510,000 2,200,000	510,000 2,200,000	510,000 3,600,000
Total Revenues		\$ 18,300,400	\$ 20,664,840	\$ 21,820,400
EXPENSES				
Administrative Expenses				
Admin. Payroll and Expenses	(7)	505,000	487,684	555,000
Grant Admin Payroll and Expenses	(8)	240,000	268,344	340,000
Board Health Insurance	(9)	15,600	14,576	16,860
Employee Health Insurance	(10)	120,000	144,637	168,000
Employee Retirement Benefit	(11)	30,457	31,693	38,000
Investment Fees	(12)	45,000	60,365	75,000
Office Supplies/Equip Maint		9,000	7,000	9,000
Purchased Services	(13)	75,000	55,000	75,000
Accounting Fees	(14)	48,000	32,850	40,000
Board Expense	(15)	15,000	5,254	15,000
Association/Membership Fees	(16)	38,000	38,000	38,000
Communications	(17)	60,000	51,000	60,000
Web Site/IT	(18)	52,000	48,196	52,000
Insurance/D&O/Liability/WC/Auto		43,000	43,000	45,000
Election Fees	(19)	-		200,000
LAFCO Fees		15,450	11,278	13,000
Legal Fees	(20)	50,000	50,000	75,000
Bank Fees		100	262	300
Total Administrative Expenses		\$ 1,361,607	\$ 1,349,139	\$ 1,815,160
Pension Plan Expense	(21)	2,200,000	\$ 2,200,000	3,600,000
Building Expenses				
Building Maintenance	(22)	27,000	\$ 26,267	28,000
Utilities		27,000	\$ 27,933	30,000
Insurance/Property		6,000	\$ 6,196	6,400
Depreciation	(23)	47,000	47,480	18,171

Total Building Expenses		\$ 107,000.00	\$ 107,876	\$ 82,571.00
Capital Improvements				
Building purchase + anticipated TI's	(24)			4,500,000
Building Improvement- Ravenswood Dental conversion	(25)			5,950,000
Total Capital Improvements		-	0	10,450,000
Grants				
Samaritan House Clinic Operations	(26)	1,353,649	1,353,649	1,773,886
San Mateo Medical Center - Dental clinic	(27)	160,000	160,000	160,000
Ravenswood Family Health Ctr	(28)	1,000,000	1,000,000	1,000,000
Lifemoves LVN	(29)	136,500	157,813	157,813
Peninsula Volunteers Transportation Program	(30)	60,000	60,000	80,000
BGCP Psychotherapist	(31)	99,700	93,273	93,375
Sonrisas - dental services	(32)	586,330	586,330	617,710
First 5 SMC	(33)	595,700	595,700	595,700
Other Grants	(34)	25,000	10,000	25,000
Future Impact Funds (aka EIC grants)	(35)	567,899		1,500,000
>> SMC Health Foundation 3D Mammography		200,000	200,000	-
>> Faro Food Grants		50,000	50,000	
>> SM County Health Navigation Ctr Dental clinic		100,000	50,000	
>> Dental Access Learning Collab		410,000	410,000	
>> CERT Trailer Woodsde/ PV			45,000	-
>> Integrative Wellness Program			138,000	-
>> Second Harvest Food Access			500,000	
>> FY 2025 Community Coordinator-Program Implementation Officer				
>> Workforce Development Program				
>> Non-Profit Rental Assistance Program				
>> Thrive COAD Partnership				
Caring Community Grants	(36)	4,146,000	4,189,000	4,500,000
>> PJCC Pink Power		18,000		
>> Pink Ribbon Good		25,000		
Total Grants		9,533,778	\$ 9,598,764	10,503,484
Program Expenses				
Sequoia Smart- health education	(37)	50,000	\$ 25,000	50,000
Sequoia Safe- CPR, disaster and safety training	(38)	75,000	\$ 65,000	345,000
Sequoia Strong (S3)- fitness and strength	(39)	50,000	\$ -	50,000
HSI- School Health Program	(40)	4,922,515	\$ 4,922,515	5,790,000
Total Program Expenses		5,097,515	\$ 5,012,515	6,235,000
Total Expenses		18,299,900	\$ 18,268,294	32,686,215
Net Surplus/Loss		\$ 500	\$ 2,396,546	\$ (10,865,815)

**** Budget shortfalls will be paid out of District reserves**

BUDGET ASSUMPTIONS FY 2024-25

INCOME

Rental Income	(1)	Current rental rate of \$800/month for One Life
Tax Revenue	(2)	Based on most recent projections from San Mateo County Comptroller office
Investment Income	(3)	Based on investment manager at SIA economic forecast and investment amount
Interest Income	(4)	
2021 Dignity Agrmt	(5)	Per agrmt, December receive \$510K. \$232,247 interest and \$277,753 principle off Balance sheet
Pension Income	(6)	Based on actuary report for 2024-2026

EXPENSES

Administrative Expenses		
Admin. Payroll and Expenses >>Community Engagement Officer	(7)	Represents 80% CEO salary, 100% Board Clerk/Office Manager salary, 100% Community Engagement Officer, payroll service, exec development, anticipated staffing pay increases, and new admin staff hire (.5 admin~\$50k / .5 grants admin~\$50K)
Grant Admin Payroll and Expenses	(8)	Represents 20% CEO Salary, 100% Dir. Grants salary (anticipated salary Mar-Jun=\$70,082, GA exp Mar-Jun minimal \$~2K)~Intend to hire PT grants admin~ \$50K/annual plus program development staff/consultants 2024 rate premiums are \$1,340 x 12 =\$16,080 minimum for next year. Increase from 2023 to 2024 was \$130/month. 2025 costs expected to increase. Calculated as \$16,080 plus (130x6)=\$16,860
Board Health Insurance	(9)	Includes CalPERS health plan, Delta Dental/Vision, Standard Life insurance. Current rate based on 5 employees with 2024 rate increase=\$14,448/month (includes empl. reimbursment). Mar-Jun=\$51,919. Increase from 2023 to 2024 was \$3,587/month. 2025 rates will increase. Calculated as \$144,637 plus (3,587x6)=\$166,159
Employee Health Insurance	(10)	Currently ~1,202/pay cycle. Mar-Jun=13,227. Will increase over the year as employees get salary increases and add employee
Employee Retirement Benefit	(11)	
Investment Fees	(12)	Fremont Bank mgmt fee for Schwab accounts -approx \$15,100/quarter
Office Supplies/Equip Maint		
Purchased Services	(13)	Versaic grant mgmt annual contract \$44K, HR consulting, Building consultants, etc. CPA plus Richardson contract audit fee (paid in following FY) for FY23 audit=\$22,850, FY24=\$23,475, FY25=\$24,220, FY26=\$24,950 -- old budget included funds for possible in-depth audit, R. Merrit accounting support (\$6.5k at Feb)
Accounting Fees	(14)	
Board Expense	(15)	Board attendance to conferences, mileage, lodging, etc.
Association/Membership Fees	(16)	ACHD \$8.9K, RWC Together \$29K, SSI, NCG
Communications	(17)	Annual report \$49K, postings to newspapers, online media, etc.
Web Site/IT	(18)	
Insurance/D&O/Liability/WC/Auto		
Election Fees	(19)	
LAFCO Fees		
Legal Fees	(20)	
Bank Fees		
Pension Plan Expense	(21)	
Building Expenses	(22)	
Building Maintenance		
Utilities		
Insurance/Property		
Depreciation	(23)	per fixed asset schedule FY25 deprecation will be \$18,171

Capital Improvements

Copier Upgrades

Building purchase + anticipated TI's (24) Anticipated for new District offices

Building Improvement- Ravenswood Dental conversion (25)

Grants

Samaritan House Clinic Operations (26) New 3 Grant approved FY expires 6/2027. FY25=\$1,773,886;

San Mateo Medical Center - Dental clinic (27) FY26=\$1836,243; FY27=\$1,934,054 grant approved 4/2023, ends 6/2025- FY24=\$160K, FY25=\$160K

Ravenswood Family Health Ctr (28) Grant approved 4/2023, ends 6/2025- FY24=\$1M, FY25=\$1M

Lifemoves LVN (29) Grant approved 12/2023, ends 12/2025- Paid in January -

Peninsula Volunteers Transportation Program (30) FY24=\$157,812.50, FY25=\$157,812.50
**current grant expires 6/2024-assuming renewal- new request is \$80k in FY 24-25, \$85k in FY 25-26

BGCP Psychotherapist (31) 2CY Grant approved 12/2023, ends 12/2025- Paid in January/July -

Sonrisas - dental services (32) FY24=\$93,272.50, FY25=\$93,375, FY26=\$46,687.50 (for July 1 payment only)

First 5 SMC (33) Grant approved 4/2023, ends 6/2025 - FY24=\$586,330, FY25=\$617,710

Other Grants (34) 2 FY grant approved 2/2023, ends 6/2025 - FY24=\$595,700, FY25=\$595,700

Future Impact Funds (aka EIC grants)- Total (35) **Director Shefren would like the name for "Future Impact Funds" changed to something like "Programs to be proposed for approval by the Board"

>> Faro Food Grants

5 FY grant approved 4/2023, ends 6/2028- FY24=\$50K, FY25=\$50K, FY26=\$50K, FY27=\$37.5K, FY28=\$37.5K --

>> SM County Health Navigation Ctr Dental clinic

>> Dental Access Learning Collab

>> Integrative Wellness Program

>> Second Harvest Food Access

Board approved \$500K 4/2/2024- Anticipate providing additional funds in FY 2025 for \$250,000 (?)

>> FY 2025 Community Coordinator-Program Implementation Officer Developing Partnership- 2025- Propose new role in partnership with grant partner (similar to Wellness Coordinator but in the community rather than schools) ~110k

>> Workforce Development Program

Developing Program- anticipated FY 25

>> Non-Profit Rental Assistance Program

Developing Program- anticipated FY25

>> Thrive COAD Partnership

Developing Program- anticipated FY25- Thrive Partnership at ~130k/annually for two years- currently exploring- Would become part of Sequoia Safe

Caring Community Grants (36) FY24--This account contains approved CC grants budget, plus Pink Power and Pink Ribbon Good-- budgets all together totaling \$4,189,000 for FY24.

>> PJCC Pink Power

Looking to increase grants

>> Pink Ribbon Good

Program Expenses

Sequoia Smart- health education (37) Community health education incl. health fair

Sequoia Safe- CPR, disaster and safety training (38) Board approved-AED replacements (\$265k) 4/3/24- includes Via Heart contract \$46K, Disaster preparedness, CPR and community first aid, AED repairs/supplies.

Sequoia Strong (S3)- fitness and strength (39) Sequoia Strong - pilot new ideas for community physical fitness

HSI- School Health Program (40) Increase mainly due to school site staff COLA's and increased mental health programming