



Finance Committee Meeting

February 23, 2022 at 12:00 p.m.

Zoom Link: <https://fresnoeoc.zoom.us/j/84551149951>

Meeting ID: 845 5114 9951

1-669-900-6833



FINANCE COMMITTEE MEETING AGENDA

FEBRUARY 23, 2022 AT 12:00 P.M.

1. CALL TO ORDER		
2. ROLL CALL		
3. APPROVAL OF DECEMBER 8, 2021 MINUTES		
A. December 8, 2021 Finance Committee Meeting Minutes	Approve	3
4. FINANCIAL REPORTS	Approve	
A. Agency Financial Statements – November 2021		7
B. Head Start Financial Status Report – November 2021		11
5. 2022 HEALTH SERVICE SLIDING FEE SCALE		
A. 2022 Health Services Sliding Fee Scale	Approve	14
6. CLINTON AND BLYTHE MODULAR UNITS		
A. Head Start 0 to 5 Modular Building Purchase	Ratify	16
7. FUNDING LIST		
A. Funding List	Information	30
8. NON-COMPETITIVE PROCUREMENT		
A. Non-Competitive Procurements	Information	32
9. INVESTMENT REPORT		
A. Investment Report	Information	34
10. HEALTH INSURANCE REPORT		
A. Health Insurance Report	Information	35
11. VARIANCE REPORTS		
A. Program Variance Report	Information	37

12. PUBLIC COMMENTS

(This portion of the meeting is reserved for persons wishing to address the Committee on items within jurisdiction but not on the agenda. Comments are limited to three minutes).

13. ADJOURNMENT

FINANCE COMMITTEE MEETING
Wednesday, December 8, 2021
12:00 p.m.

MINUTES

1. CALL TO ORDER

Charles Garabedian, Chair, called the meeting to order at 12:02 PM.

2. ROLL CALL

Roll was called and a quorum was established.

COMMITTEE MEMBERS	PRESENT	STAFF	
Charles Garabedian (chair)	✓	Jim Rodriguez	Karina Perez
Alysia Bonner	✓	Steve Warnes	Jeff Davis
James Martinez	✓	Lucy Yang	Patrick Turner
Itzi Robles	✓	Michelle Tutunjian	
		Jon Escobar	

3. APPROVAL OF MINUTES

A. November 10, 2021 Finance Committee Minutes

Public comment: None heard.

Motion by: Martinez **Second by:** Robles to approve the November 10 ,2021 meeting minutes.

Ayes: Martinez, Robles, Charles

Abstain: None.

Nays: None heard

4. FINANCIAL REPORTS: October 2021

A. Agency Financial Statements

Jim Rodriguez, Chief Financial Officer, presented statement of activities through October 2021. The In Kind Revenue for 10 months is \$26,240,543 compared to \$27,726,414. It is slightly under the year before. However, the total Revenue is \$105,751,611 which is \$829,578 higher than the pervious year. Total of expenditures for October 2021 is \$104,914,394. Net surplus is \$8,580 which is about the same as last year.

Jim Rodriguez, demonstrated a chart of Statement of Financial Position. Some of the large balance items are Cash & investments, Accounts Receivable, Property, Plant & Equipment and Notes receivable net. This is a total of \$64,199,815. Liabilities is the the big one of there with the consolidation with Access Plus Capital. The fund balance is \$33,362,747. Which is about \$1,589,915 higher than last year.

B. Head Start Financial status report:

Head Start Financial Status Report as of October 30, 2021 total Federal Expenditures is \$46,667,799 and year-to-date expense is \$26,137,049 which is about 56% of the usage leaving \$20,530,750 left. T&TA expense is 39% usages leaving a total of \$263,633. Credit card was used for program supplies and field trips.

Duration for Head start, CFO, Jim Rodriguez, stated they are in the process of using these funds by December 30, 2021. These funds do expire and go away. Also, there is no more extended available. These funds are committed to be use before the end of December. These funds will be used for a unit on Clinton and Blyth and playground equipment that will be purchase in the next few weeks. The 12% budget usage will skyrocket in a few weeks as incoming report.

Early Head start 0-3, total Federal Expenditures is \$7,816,487 and 44% is used which is \$3,404,842 is used. Training and tactical assistance, only 8% has been use. Credit card expenses is mostly for office supplies and program supplies total of \$817.

Commissioner Charles Garabedian ask about the Office expense on Expenditures of 2.3 million. CFO, Jim Rodriguez state that there are a few 1 time purchases this year and mostly its software and technology related. Coupa, Asona, Cap 60, and etc. is also one of the software purchases.

Public comment: None heard.

Motion by: Martinez **Second by:** Robles to accept the Agency and Head Start financial reports presented.

Ayes: Robles, Garabedian, Martinez, Bonner

Nays: None heard

5. **Workers' Compensation Insurance Renewal**

A. Workers' compensation Insurance Renewal

Steve Warnes present the Workers' compensation insurance Renewal. He stated that, we got this later than expected and show a PFD of the proposal of insurance. Church Mutual Insurance Company has a list of classification for an annual payroll and a net rate. A Net Premium of \$1,075,454. This Quote is lower than the current year. It is also \$40 thousand lower than the competitive quote from the pervious carrier. Most of the agency work falls under the Salesperson-Outside, which is for home visitor and employees whose goes out to the community. Clerical Office Employees, are for people who works in the offices. These two Classification are lower to keep the cost down but certain programs has a higher rate as of 11%, 16%, and 17%. Daycare center has a rate of 4%.

Quote 2 from Cypress Insurance Company (BHHC), they we're the carrier last year. Their quote was \$1,115,895 slightly higher. Steve mention that, they did consider these

2 quotes strongly not based on cost but because of the service they provided when they we're the carrier, both management and proto-calls is much for important. Steve mention that the HR team enjoys the service they provide. Church has improved, they we're able to meet HR needs. We are satisfied that they will be able to provide the quality service down the road.

The comparisons between last year is \$41,074,200 and for 2022 is \$43,103,200 of pay rolls. As for payroll is going up, the Premium drop 10% from 2021. In Loss information summary, there is a total of 11 claims compare to last year of 43. Also, with people work from home it has something to do with the number being lower this year. Also, it is recommended to stay with Church for a second year, so there will not be any changes of paper works and flyer information that needs to go out from HR.

Public comment: None heard.

Motion by: Robles **Second by:** Bonner to accept the Agency and Head Start financial reports presented.

Ayes: Robles, Garabedian, Martinez, Bonner

Nayes: None heard

6. Non-Competitive Procurement

A. Non- Competitive Procurement

Jim Rodriguez, CFO, presented two Vendor for non-competitive procurement. The first one is The Restoration Company, which is for Head Start due to a flooding. There are a lot of water damage and the only vendor that was able to get to it quickly is Restoration Company. The second one is Laborer's Community service & training Foundation for LCC the instructional training courses for the youth Build participants members. They are the only vendor that can provide training and certification for the Union related courses.

Public comment: None heard


No action required.

7. Health Insurance Report

A. Health Insurance Report

Steve Warnes presented the health insurance information January through October 2021. The plan for the year has recorded \$9,597,410 income and \$8,862,542 of expenses leading to an increase of a fund balance of \$734,000. It is currently stand at \$4.7 million which it would cover for 5.5 months. During October the claims paid were higher than normal at 914,344. There is a Stop Loss claims of 250,673. There is still more money from Stop Loss claims but will not be recorder until it shows.

Public comment: Steve Warnes commented that things are going wells and employees has gone through the open enrollment process for next year and HR is going through it.



Public comment: None heard

No action required.

8. Variance Report

Public comment: None heard

No action required.

9. Other Business

Next meeting: February 9th, 2022 @12:00pm

10. ADJOURNMENT

Garabedian adjourned meeting at 12:33PM.

Respectfully submitted,

Charles Garabedian, Chair

FINANCE COMMITTEE MEETING

Date: February 23, 2022	Program: Finance
Agenda Item #: 4	Director: N/A
Subject: Financial Reports	Officer: Jim Rodriguez

Recommended Action

Staff recommends Committee approval for full Board consideration of the interim consolidated financial statements as of Year-to-Date November 2021 as well as approval of the financial status report for the Head Start 0-5 program as of Year-to-Date November 2021.

Background

In accordance with the Agency's bylaws, the Finance Committee shall advise in the preparation and administration of the operating budget and oversee the administration, collection, and disbursement of the financial resources of the organization. Additionally, the Treasurer is to ensure the commissioners understand the financial situation of the organization, which includes ensuring that financial statements for each month are available for each meeting of the Board of Commissioners. Monthly financials for Fresno EOC (consolidated) and for Head Start are provided for review and acceptance.

Fiscal Impact

(A) Agency Statement of Activities and Statement of Financial Position:

As of November 30, 2021, the Agency had preliminary revenue of \$116,200,449 million, including \$28 million of in-kind contributions, and net operating gain of \$483,673. In comparison, the Agency had revenue of \$116,519,477 million including in-kind of \$30 million as of the corresponding period of the preceding year.

(B) Head Start 0-5 Financial Status Report as of Year-to-Date November 30, 2021. Months January 2021 to June 2021 budget and actuals from the previous contract are combined with July 2021 to November 2021 from the new Head Start contract actuals and budget to provide a nine-month financial report of program operations. This also represented in the following percentages.

(C)

Program Area	% of budget	Notes
Head Start – Basic	61%	Personnel is underspent due to unfilled positions and a workforce re-organization beginning in July.
Head Start – Training & Technical Assistance (T&TA)	39%	COVID-19 impacted planned training.

Program Area	% of budget	Notes
Duration	13%	Funds are underspent due to due to the delay of the project approval from HHS. These funds are earmarked for the Clinton/Blythe modular building project. The funding is planned to be contractually obligate by the end of December 2021.
Early Head Start – Basic	47%	Personnel is underspent due to unfilled positions and a workforce re-organization beginning in July.
Early Head Start – T&TA	8%	COVID-19 impacted planned training.

Conclusion

If approved by the Committee, this item will move forward for full Board consideration at the March 23, 2022 Board of Commissioners Meeting.

FRESNO ECONOMIC OPPORTUNITIES COMMISSION
STATEMENT OF ACTIVITIES
For The Eleventh Month Period Ended November 30, 2021 and 2020

	A	B		A - B	C	D	B - D
	BUDGET JAN - DEC 2020	ACTUAL NOVEMBER 2021		BUDGET BALANCE REMAINING	ACTUAL JAN - DEC 2020	ACTUAL NOVEMBER 2020	ACTUAL 2021 vs 2020 Differences
REVENUES AND SUPPORT							
GRANT REVENUE	\$ 82,029,680	\$ 64,424,223	79%	\$ 17,605,457	73,880,314	\$ 64,758,815	(334,592)
GRANT REVENUE - LENDING CAPITAL	-	-		-	438,674	-	-
CHARGES FOR SERVICES	16,426,275	18,959,079	115%	(2,532,804)	17,473,531	16,010,170	2,948,910
OTHER PROGRAM REVENUE	3,536,400	2,494,875	71%	1,041,525	3,147,836	2,742,255	(247,381)
CONTRIBUTIONS	69,685	432,528	621%	(362,843)	187,423	152,899	279,629
MISCELLANEOUS INCOME	219,265	430,712	196%	(211,447)	319,067	326,552	104,160
INTEREST & INVESTMENT INCOME	96,000	83,657	87%	12,343	138,432	108,768	(25,111)
AFFILIATE INTEREST INCOME	977,720	1,001,887	102%	(24,167)	938,448	868,457	133,431
RENTAL INCOME	1,256,595	348,175	28%	908,420	1,284,203	1,177,103	(828,928)
TOTAL CASH REVENUE	\$ 104,611,620	\$ 88,175,137	84%	\$ 16,436,483	\$ 97,807,928	\$ 86,145,019	2,030,118
IN KIND REVENUE	\$ 32,991,055	\$ 28,025,313	85%	\$ 4,965,742	22,057,737	\$ 30,374,459	(2,349,146)
TOTAL REVENUE & SUPPORT	137,602,675	116,200,449	84%	21,402,226	119,865,666	116,519,477	(319,028)
EXPENDITURES							
PERSONNEL COSTS	\$ 66,198,180	\$ 54,435,962	82%	\$11,762,218	59,374,528	\$ 54,613,930	(177,968)
ADMIN SERVICES	5,810,400	5,142,001	88%	668,399	4,977,874	4,349,290	792,711
PROFESSIONAL SERVICES - AUDIT	103,915	42,116	41%	61,799	83,844	72,725	(30,609)
CONTRACT SERVICES	11,712,675	7,758,437	66%	3,954,238	6,078,354	6,837,587	920,850
FACILITY COSTS	5,345,730	4,953,689	93%	392,041	5,646,226	5,248,771	(295,082)
TRAVEL, MILEAGE, VEHICLE COSTS	2,691,175	1,834,461	68%	856,714	1,550,013	1,463,128	371,333
EQUIPMENT COSTS	1,717,700	1,784,567	104%	(66,867)	1,163,027	1,120,274	664,294
DEPRECIATION - AGENCY FUNDED	345,000	232,963	68%	112,037	361,861	332,053	(99,090)
OFFICE EXPENSE	1,717,700	2,728,179	159%	(1,010,480)	3,551,960	3,210,980	(482,801)
INSURANCE	804,060	699,414	87%	104,646	736,437	677,283	22,131
PROGRAM SUPPLIES & CLIENT COSTS	7,625,880	7,557,715	99%	68,165	8,310,778	6,790,903	766,812
INTEREST EXPENSE	145,275	246,372	170%	(101,097)	209,247	184,857	61,514
OTHER COSTS	234,030	275,589	118%	(41,559)	438,275	110,312	165,276
TOTAL CASH EXPENDITURES	\$ 104,451,720	\$ 87,691,464	84%	\$ 16,760,255	92,482,424	\$ 85,012,094	2,679,371
IN KIND EXPENSES	\$ 32,991,055	\$ 28,025,313	85%	\$ 4,965,742	\$ 22,057,737	\$ 30,374,459	(2,349,146)
TOTAL EXPENDITURES	137,442,775	115,716,777	84%	21,725,998	114,540,161	115,386,552	330,224
OPERATING SURPLUS (DEFICIT)	\$ 159,901	\$ 483,673		\$ (323,772)	\$ 5,325,505	\$ 1,132,925	(649,252)
OTHER INCOME / EXPENSE							
TRANSIT GRANT ASSET DEPRECIATION		235,596		(235,596)	366,531	340,625	(105,029)
NET SURPLUS (DEFICIT)	\$ 159,901	\$248,077		(88,176)	\$ 4,958,974	\$ 792,300	(544,223)

FRESNO ECONOMIC OPPORTUNITIES COMMISSION
STATEMENT OF FINANCIAL POSITION
As of November 30, 2021

	2021	2020	Differences
ASSETS			
CASH & INVESTMENTS	\$ 18,453,335	\$ 11,670,888	\$ 6,782,447
ACCOUNTS RECEIVABLE	14,689,498	12,689,704	1,999,794
PREPAIDS/DEPOSITS	299,734	378,878	(79,144)
INVENTORIES	152,181	209,528	(57,347)
PROPERTY, PLANT & EQUIPMENT	13,421,545	13,852,035	(430,490)
NOTES RECEIVABLE (net)	16,179,721	15,710,349	469,372
TOTAL ASSETS	\$ 63,196,014	\$ 54,511,383	\$ 8,684,631
LIABILITIES			
ACCOUNTS PAYABLE	\$ 2,476,702	\$ 2,969,169	\$ (492,467)
ACCRUED PAYROLL LIABILITIES	2,518,611	2,765,446	(246,835)
DEFERRED REVENUE	3,040,021	928,640	2,111,381
NOTES PAYABLE	15,801,970	12,314,641	3,487,329
HEALTH INSURANCE RESERVE	4,407,801	3,907,562	500,239
OTHER LIABILITIES	3,735,805	2,295,127	1,440,678
TOTAL LIABILITIES	\$ 31,980,910	\$ 25,180,586	\$ 6,800,324
FUND BALANCE			
CURRENT OPERATING EARNINGS (YTD)	\$ 483,673	\$ 1,132,925	\$ (649,252)
UNRESTRICTED NET ASSETS	13,369,785	15,024,154	(1,654,369)
REVOLVING LOAN FUND	7,839,674	2,788,197	5,051,477
INVESTMENT IN GENERAL FIXED ASSETS	9,521,973	10,385,521	(863,548)
TOTAL FUND BALANCE	\$ 31,215,104	\$ 29,330,796	\$ 1,884,308
TOTAL LIABILITIES AND FUND BALANCE	\$ 63,196,014	\$ 54,511,383	\$ 8,684,632

Fresno Economic Opportunities Commission
Head Start/Early Head Start Financial Status
Monthly Report
November 30, 2021

Description	Head Start - Basic				Head Start - T & TA			
	Annual Budget	Current Expenses	YTD Expenses	Balance Remaining	Annual Budget	Current Expenses	YTD Expenses	Balance Remaining
Personnel	\$24,831,181	\$1,154,027	\$14,346,364	\$10,484,817				
Fringe Benefits	9,952,722	512,109	6,528,487	3,424,235				
Total Personnel	34,783,903	\$1,666,136	20,874,851	13,909,052				
Travel	8,233	-	-	8,233				
Equipment*	-	-	-	-				
Supplies	1,365,864	83,306	426,632	939,232	43,156	328	70,908	(27,752)
Contractual	1,829,846	101,294	1,294,147	535,699	468	-	-	468
Facilities /Construction								
Other:								
Food Cost	1,187,287	\$33,100	\$603,713	583,574				
Transportation	692,199	153,881	801,876	(109,677)				
Staff Mileage	214,831	6,305	123,194	91,637				
Field Trips, including Transportation	27,689	299	861	26,827				
Space	735,927	46,328	484,826	251,100				
Utilities / Telephone / Internet	676,423	111,675	787,036	(110,614)				
Publication/Advertising/Printing	56,057	1,918	9,503	46,554				
Repair/Maintenance Building	672,893	29,359	434,999	237,894				
Repair/Maintenance Equipment	78,225	1,049	144,452	(66,227)				
Property & Liability Insurance	169,843	15,118	142,728	27,115				
Parent Involvement / CWPC	84,788	70	4,088	80,699				
Other Costs*	114,600	4,930	100,805	13,795				
Staff & Parent Training					360,961	125	83,839	277,122
Total Direct Charges	42,698,605	\$2,254,769	26,233,713	16,464,891	\$404,585	453	154,747	\$249,838
Total Indirect Charges	\$3,969,194	\$202,929	\$2,361,034	\$1,608,160	\$27,228	\$41	\$13,927	\$13,301
Total Federal Expenditures	\$46,667,799	\$2,457,698	28,594,747	\$18,073,051	\$431,813	494	168,674	\$263,139
% of Annual Budget Expended to Date			61%				39%	
Non-Federal Share	\$11,176,017	\$1,047,304	\$4,884,089	\$6,291,928	\$107,953	\$123	\$42,168	\$65,785

Credit Card Expenses: Credit card statement dated 11/1/2021 - 11/30/2021
November 2021 expenses

Staff Training (Including Meeting Cost)	\$	125	Teachstone-Staff Meeting
Subscription	\$	90	Zoom - Staff Meeting
Program Supplies-Classroom	\$	652	Target - Program Supplies
Field Trips	\$	299	Simonian Farms - Field Trips
Employee Event	\$	412	Samsclub; Party City - HS Employee Event
Contract Services-Facility Repair	\$	230	Azuga Fleet - Vehicle Tracking for Support Services Vehicles
	\$	1,808	

Fresno Economic Opportunities Commission
Head Start/Early Head Start Financial Status
Monthly Report
November 30, 2021

Description	Head Start - Duration Start-Up/Operations			
	Annual Budget	Current Expenses	YTD Expenses	Balance Remaining
Personnel	\$0	-	-	\$0
Fringe Benefits	-	-	-	-
Total Personnel	\$0	\$0	\$0	\$0
Travel	-	-	-	-
Equipment*	94,000	-	-	94,000
Supplies	366,376	484	4,864	361,512
Contractual	429,400	3,355	223,699	205,701
Facilities /Construction	1,057,160	-	-	1,057,160
Other:				
Food Cost	-	-	-	-
Transportation	-	-	-	-
Staff Mileage	-	-	-	-
Field Trips, including Transportation	-	-	-	-
Space	-	-	-	-
Utilities / Telephone / Internet	-	-	-	-
Publication/Advertising/Printing	-	-	-	-
Repair/Maintenance Building	-	-	-	-
Repair/Maintenance Equipment	-	-	-	-
Property & Liability Insurance	-	-	-	-
Parent Involvement / CWPC	-	-	-	-
Other Costs*	54,700	12,000	36,579	18,121
Staff & Parent Training	-	-	-	-
Total Direct Charges	2,001,636	\$15,838	\$265,142	\$1,736,494
Total Indirect Charges	\$0	\$0	\$0	\$0
Total Federal Expenditures	\$2,001,636	\$15,838	\$265,142	\$1,736,494
% of Annual Budget Expended to Date			13%	
Non-Federal Share	-	-	-	-

Fresno Economic Opportunities Commission
 Head Start/Early Head Start Financial Status
 Monthly Report
 November 30, 2021

Description	Early Head Start - Basic				Early Head Start - T & TA			
	Annual Budget	Current Expenses	YTD Expenses	Balance Remaining	Annual Budget	Current Expenses	YTD Expenses	Balance Remaining
Personnel	\$4,218,984	\$150,479	\$2,175,301	\$2,043,683	\$22,357	\$0	\$24	\$22,333
Fringe Benefits	1,149,877	58,134	769,492	380,385	5,804	-	3	5,801
Total Personnel	5,368,861	208,612	2,944,793	2,424,068	28,161	-	27	28,134
Travel	-	-	-	-	8,449	-	-	8,449
Equipment*	-	-	-	-	-	-	-	-
Supplies	322,870	9,867	64,665	258,205	10,337	62	62	10,275
Contractual	602,898	7,031	110,619	492,279	18,827	(7)	-	18,827
Facilities /Construction	308,000	-	-	308,000				
Other:								
Food Cost	69,097	(3,196)	15,749	53,348				
Transportation	7,297	458	5,609	1,687				
Staff Mileage	53,840	2,885	16,317	37,523				
Field Trips, including Transportation	865	-	-	865				
Space	197,501	5,266	57,556	139,945				
Utilities / Telephone / Internet	109,859	10,052	96,362	13,497				
Publication/Advertising/Printing	15,320	-	29	15,292				
Repair/Maintenance Building	129,258	1,531	13,973	115,285				
Repair/Maintenance Equipment	10,475	-	4,784	5,691				
Property & Liability Insurance	34,107	2,615	21,480	12,626				
Parent Involvement / CWPC	7,327	-	1,192	6,135				
Other Costs*	51,737	671	16,375	35,361				
Staff & Parent Training					91,326	-	12,581	78,745
Total Direct Charges	\$7,289,310	245,794	3,369,502	\$3,919,808	157,100	\$55	12,671	\$144,429
Total Indirect Charges	\$527,177	\$22,121	\$303,255	\$223,922	\$9,778	\$5	\$1,140	\$8,638
Total Federal Expenditures	\$7,816,487	267,915	\$3,672,757	\$4,143,730	\$166,878	\$60	\$13,811	\$153,067
% of Annual Budget Expended to Date			47%				8%	
Non-Federal Share	\$1,954,122	\$14,248	\$1,470,598	\$483,524	\$41,719	\$15	\$3,453	\$38,267

Credit Card Expenses: Credit card statement dated 11/1/2021 - 11/30/2021
November 2021 expenses

Program Supplies - Classroom	\$ 60	Costco - Classroom Supplies
Program Supplies - Disposables	\$ 171	Costco - Program Supplies Disposable
Employee Event	\$ 46	Samsclub; Party City - EHS Employee Event
Contract Services-Facility repair	\$ 23	Azuga Fleet - Vehicle Tracking for Support Svcs Vehicles
	\$ 299	



FINANCE COMMITTEE MEETING

Date: February 23, 2022	Program: Health Services
Agenda Item #: 5	Director: Jane Thomas
Subject: 2022 Health Services Sliding Fee Scale	Officer: Jim Rodriguez

Recommended Action

Staff recommends Committee approval for full Board consideration the Health Services Sliding Fee Schedule for 2022.

Background

Essential Access Health provides funding for the Fresno EOC Health Services Clinic to provide Title X services. The fees for these services are based on family size and annual income levels as outlined in the Sliding Fee Schedule. The Health Services Clinic revises the Sliding Fee Schedule annually, based on the Federal Poverty Guidelines published each year in the Federal Register.

Fiscal Impact

Essential Access Health requires the Agency’s Governing Board’s approval of the Sliding Fee Schedule annually. Attached is the 2022 Sliding Fee Schedule based on the Federal Register notice for the 2022 Poverty Guidelines published January 12, 2022.

Conclusion

If approved by the Committee, this item will move forward for full Board consideration at the March 23, 2022 Commission Meeting.

FRESNO EOC HEALTH SERVICES

CY 2022 Federal Poverty Guidelines

Family Size by Monthly Income

Sliding Fee Scale

Family Size	0% - 100%	101% - 125%	126% - 150%	151% - 175%	176% - 200%	201% - 225%	226% - 250%	251% and greater
	Federal Poverty Level	Federal Poverty Level		Federal Poverty Level		Federal Poverty Level		Federal Poverty Level
	No Charge	FPACT No Charge		FPACT No Charge		Partial Patient Fee/ Title X		Patient Full Pay
	Patient Pays 0%	Patient Pays 10%	Patient Pays 25%	Patient Pays 40%	Patient Pays 55%	Patient Pays 70%	Patient Pays 85%	Patient Pays 100%
1	\$0 - \$1,133	\$1,134 - \$1,416	\$1,417 - \$1,700	\$1,701 - \$1,983	\$1,984 - \$2,266	\$2,267 - \$2,549	\$2,550 - \$2,833	\$2,834 & up
2	\$0 - \$1,526	\$1,527 - \$1,908	\$1,909 - \$2,289	\$2,290 - \$2,671	\$2,672 - \$3,052	\$3,053 - \$3,434	\$3,435 - \$3,815	\$3,816 & up
3	\$0 - \$1,919	\$1,920 - \$2,399	\$2,400 - \$2,879	\$2,880 - \$3,358	\$3,359 - \$3,838	\$3,839 - \$4,318	\$4,319 - \$4,798	\$4,799 & up
4	\$0 - \$2,313	\$2,314 - \$2,891	\$2,892 - \$3,470	\$3,471 - \$4,048	\$4,049 - \$4,626	\$4,627 - \$5,204	\$5,205 - \$5,783	\$5,784 & up
5	\$0 - \$2,706	\$2,707 - \$3,383	\$3,384 - \$4,059	\$4,060 - \$4,736	\$4,737 - \$5,412	\$5,413 - \$6,089	\$6,090 - \$6,765	\$6,766 & up
6	\$0 - \$3,099	\$3,100 - \$3,874	\$3,875 - \$4,649	\$4,650 - \$5,423	\$5,424 - \$6,198	\$6,199 - \$6,973	\$6,974 - \$7,748	\$7,749 & up
7	\$0 - \$3,493	\$3,494 - \$4,366	\$4,367 - \$5,240	\$5,241 - \$6,113	\$6,114 - \$6,986	\$6,987 - \$7,859	\$7,860 - \$8,733	\$8,734 & up
8	\$0 - \$3,886	\$3,887 - \$4,858	\$4,859 - \$5,829	\$5,830 - \$6,801	\$6,802 - \$7,772	\$7,773 - \$8,744	\$8,745 - \$9,715	\$9,716 & up
9	\$0 - \$4,279	\$4,280 - \$5,349	\$5,350 - \$6,419	\$6,420 - \$7,488	\$7,489 - \$8,558	\$8,559 - \$9,628	\$9,629 - \$10,698	\$10,699 & up
10	\$0 - \$4,673	\$4,674 - \$5,841	\$5,842 - \$7,010	\$7,011 - \$8,178	\$8,179 - \$9,346	\$9,347 - \$10,514	\$10,515 - \$11,683	\$11,684 & up
11	\$0 - \$5,066	\$5,067 - \$6,333	\$6,334 - \$7,599	\$7,600 - \$8,866	\$8,867 - \$10,132	\$10,133 - \$11,399	\$11,400 - \$12,665	\$12,666 & up
12	\$0 - \$5,459	\$5,460 - \$6,824	\$6,825 - \$8,189	\$8,190 - \$9,553	\$9,554 - \$10,918	\$10,919 - \$12,283	\$12,284 - \$13,648	\$13,649 & up

* For each additional family member, add \$393 monthly or \$4,720 annually.

Key:

Below 100% of poverty level, patient must not be charged for services per Title X regulations
 Below 200% of poverty level, no payment is required if FPACT or MediCal patient, FPACT/MediCal pays full fee. Otherwise patient pays partial
 Between 201% and 250% poverty level, patient pays partial and Title X pays difference
 Above 250% poverty level, patient pays full fee

Remember: Same scale must be applied to labs, medications and supplies

FINANCE COMMITTEE MEETING

Date: February 23, 2022	Program: Head Start 0 to 5
Agenda Item #: 6	Director: Rosa M. Pineda
Subject: Head Start 0 to 5 Modular Building Purchase	Officer: Jack Lazzarini

Recommended Action

Staff recommends Committee ratification for full Board consideration of the price increase for the two (2) modular buildings to be installed at Clinton & Blythe 4351 W. Clinton Ave, Fresno for the amended purchased price of \$692,235.52 (HS) and \$661,582.78 (EHS) due to increased demands and long term supply constraints for materials.

Background

Fresno EOC issued a Request for Proposal (RFP) on June 11, 2019 to purchase and design a 48'x60' modular classroom building from a qualified vendor for the replicating purpose of a Pre-Approved engineered architectural design structure. This would supply the avenue of a 48'x60' modeled facility that would not require cost of re-engineered plans due to utilizing federal pre-stamped engineering designs to supply a cost-effective solution. The Head Start modular building will accommodate 12 employees and up to 40 Head Start children and the Early Head Start modular building will accommodate eight (8) employees and up to 16 Early Head Start children. The space in both buildings will be 2,800 square feet. The modular buildings will be installed at a new proposed Head Start 0 to 5 location at 4351 W. Clinton Ave, Fresno. This will be a new location. The Head Start modular building will be funded through 2019 Duration start-up funding, and the Early Head Start modular building will be funded by 2019 carryover grant funding both approved by the Health and Human Services (HHS) Head Start.

Due to the Pandemic, the modular company is unable to hold pricing on critical items due to market fluctuation. They do not have the warehouse capacity to receive material months in advance of scheduled production and their suppliers will not warehouse material at current pricing – even if they have product. The continuing labor shortage has also made an impact on the services. The increased wages, paid bonuses for attendance and overtime, plus recruitment fees have caused the company to increase the original pricing of the two (2) modular by; \$239,388.52 (HS) and \$224,543.78 (EHS).

Due to these increases in labor and material, staff requests to budget an additional \$50,000 for any potential cost increases to complete this project.

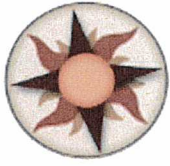
Fiscal Impact

Quotes for the building construction from Design Space Modular Building:

Quote	Head Start	Early Head Start
Original 2019	\$452,847.00	\$437,039.00
Revised 2021	\$692,235.52	\$661,582.78
Increased amount	\$239,388.52	\$224,543.78

Conclusion

If approved by the Committee, this item will move forward for full Board consideration at the March 23, 2022 Board of Commissioners Meeting. Then Head Start 0 to 5 will be able to move forward in purchasing the two (2) modular at the new price. As this modular building is being acquired with Federal HHS Head Start funding, there will be a Federal Interest in both of these modular buildings.



SUNBELT MODULAR, INC.

Sunbelt Modular, Inc.
5301 W. Madison St.
Phoenix, AZ 85043
Phone: (602) 447-6460

January 3, 2022

Happy New Year to all our valued customers.

We hope that your holidays were filled with peace and joy and that the latest Omicron variant of Covid has not had a significant impact on you, your family or fellow employees. As we reflect on the events of the past two years and project forward into 2022, we wanted to provide you the following information.

We are supplying this letter in response to requests we're receiving for PO issuance dates, plan development dates and production line time. Our hope is you share this information with your clients when submitting your proposals. We'd like the entire team - designer, end user, modular dealer and manufacturer to be as informed as possible. We feel an open and honest dialogue is the best approach.

Production scheduling is predicated on the following: a signed contract; approved sealed plans, color selection and authorization to proceed. This process can be quite lengthy and can vary depending upon complexity, staffing, and the team involved in bringing a project to fruition. Receipt of a purchase order does not necessitate an exact production slot as missing the balance of the information listed above can create an impediment to achieving final design, material ordering and related costs.

Our production facilities are filling rapidly. The uncertainty in the national marketplace makes predicting hard schedule dates nearly impossible. We are unable to hold pricing on critical items due to market fluctuation. We do not have the warehouse capacity to receive material months in advance of scheduled production and our suppliers will not warehouse material at current pricing - even if they have product.

Sunbelt Modular, Inc. was hopeful we'd see relief from the impact of the COVID-19 pandemic with the introduction of a viable vaccine. Unfortunately, the constriction of the supply chain has not lessened, and in most instances, has increased.

Sunbelt continues to try and find ways to successfully navigate in an inconsistent labor and material market. We are experiencing substantial delivery delays due to material scarcity, labor shortages and freight. Lead times have extended to months instead of weeks. Promised material delivery dates from our suppliers have been disrupted. Deliveries are not arriving by scheduled dates and some are pushing well past those promised dates.

The impact to our production pace is significantly impacted by material and labor. An efficient manufacturing process relies on having all materials in place along with a sufficient workforce to produce product in a timely manner. We have been forced due to the unpredictability of the supply chain, to produce incomplete product that in turn requires extra effort and time to revisit these projects once material arrives to complete. Our available warehousing has been stretched to capacity as we have tried to stockpile commonly used materials. We have extended normal ordering procedures for projects to mitigate long lead times. Specialty items - doors,

windows, insulation, paint, HVAC, EPDM, electrical panels and components are tremendously difficult to source and procure. Lead times are expanding to over 6-8 months in some instances.

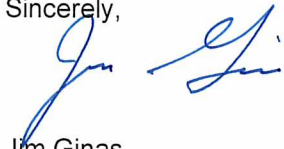
The continuing labor shortage has been an issue we've yet to conquer. To attract and retain a viable workforce, we have increased pay rates; paid bonuses for attendance and working a full 40-hour week; paid an additional bonus for overtime; paid team members to recruit applicants; placed ads online, Facebook and print productions. We have not been able to reach our staffing goal, and we continue to actively source candidates.

We want our customers to be fluent in our manufacturing process and understand the challenges we all are facing. We hope we have provided you with enough relevant information to engage your customers in meaningful discussion with respect to issuance of purchase orders, pricing and relatable production timelines.

We value your business and the relationships we've developed. We truly feel it's in our collective best interests to approach all projects with the perspective of the national 'new normal'.

Please feel free to reach out myself, Devin Duvak or Casey Tanner should you need to discuss any of the information provided above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Ginás". The signature is stylized and cursive.

Jim Ginás

Chief Sales Officer

Sunbelt Modular, Inc.



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Sale Agreement
 Contract: 210047341.1
 Date Printed: 12/29/2021

Customer & Site Information		Mobile Modular Contact
Customer Information: Fresno Economics Opportunities Commission 1900 Mariposa Street Suite 111 Fresno, CA 93721 Eddie Pacheco eddie.pacheco@fresnoeoc.org (559) 216-8378	Site Information: Fresno Economics Opportunities Commission Clinton/Blyth Fresno, CA 93722 Eddie Pacheco eddie.pacheco@fresnoeoc.org (559) 216-8378 Customer PO/Reference: Exp: // By:	Questions? Please Contact: Brad Fallentine Brad.Fallentine@MobileModular.com Direct Phone: (559) 832-1626 All other inquiries: (925) 606-9000

Product Information

	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 48x60 HCD (NonStd) <i>NonStandard Configuration. Size excludes towbar.</i>	1	\$524,513.00	\$524,513.00	Y
Ramp, Custom Plan <i>Price includes 6'x6'x20' landing 38' Switchback w/5 tread step attachment. (1) 4'6x6' landing w/4 tread step, and (1) 6'x8'landing w/4 tread step for exterior side doors.</i>	1	\$41,241.00	\$41,241.00	Y

Charges Upon Delivery:

	Qty	Charge Each	Total One Time	Taxable
Classroom, 48x60 HCD (NonStd)				
Block and Level Building (A8)	1	\$8,961.00	\$8,961.00	N
Delivery Haulage 12 wide	4	\$6,562.00	\$26,248.00	N
Drawings, Wet Stamped, Building, Custom	1	\$1,250.00	\$1,250.00	N
Fee, License or Registration for Sale	1	\$11,576.00	\$11,576.00	N
Fees, Insignia, Red Tag - Processing	1	\$6,500.00	\$6,500.00	N
Found. Materials-Steel Piers & P.T. Pads	1	\$10,250.00	\$10,250.00	N
Installation, Skirting, Wood	1	\$6,575.00	\$6,575.00	Y
Install Foundation, Tiedown (Blvl)	1	\$6,767.00	\$6,767.00	Y
			\$78,127.00	

Tax: \$48,354.52
Total Sales Price Including Tax: **\$692,235.52**

Special Notes

TECHNICAL CLARIFICATIONS 1. This proposal is based on: a) an assumed soil bearing capacity of 1,500 psf at finished grade; b) classified excavation-dirt only -- all other materials encountered will be considered extra work; c) no excavation, grading, landscaping or site development; d) a staging area located adjacent to the work site; e) suitable and acceptable access to the site for the module size(s) to be provided; f) electrical to a sub-panel(s) at the end of each module, connection by others; g) multiple potable water/sanitary drops through floor -- utility connections to the drops and extensions finished and installed by others; h) no dewatering of subsurface water; i) all underground obstructions, if any, within the proposed building envelope/work area to be located and marked above grade, by others; j) level grade (+ -6") within the proposed building envelope; k) computer and phone system consists of J-boxes with covers and empty conduit only, thru ceiling -- jacks and conductors by others; l) attached specification(s) and scope of work which form a part of this proposal -- DSMB recommends a detailed review of this specification in addition to all other proposals received, to ensure an equal comparison; m) placement of module(s) to be accomplished by the use of truck; n) HVAC certified balancing by others; (If applicable) o) wheels and axles to remain on module(s). Hitches will be removed and stored under module(s); p) storm water management/erosion and sedimentation control by others; q) Mobile Modular is providing foundation plans only. Any other drawings and/or tests required are to be supplied by customer; r) the customer obtaining and paying for all necessary permits, fees, licenses and Certificate of Occupancy with the exception of transportation s) Based upon a level grade, clear access by truck, and a penetrable grade for tie-downs. t) Demobilization and decustomization is not included in proposal per request and will be billed at current rate and the end of term. u) Price excludes fire alarm system, personal alarm and fire sprinklers are not included. v) Price excludes any permits, fees, performance and payment bonds. w) Price excludes temporary power. x) Price excludes traffic control y) Price excludes gas



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fired hvac units. z) Errors & Omissions contractor insurance not to be provided aa) Price excludes any tests and inspections bb) Pricing for conduits for IT room, low voltage systems, fire distributions and infrastructure is (to be determined). (Need Specification to price) cc) Any signage by others. dd) Master key system by others. ee) Site security is to be provided by general contractor. ff) Finish items are based upon DSMB standards gg) Break room appliances by others hh) Dumpster by GC ii) Interior wall panels to be ½ VWG, Exterior Siding Smart Panel, Interior wall separating classrooms to have insulation in wall. jj) Exterior and Interior doors and windows shall be meet or exceed specification. (equals) kk) Fire extinguisher is not included ll) Appliances by others. (Microwave, Cooktop, Refrigerators, Food Warmers, Dishwasher, etc. mm) Excludes Intercomm system between teachers & health services nn) Plumbing fixtures per spec or equal.

Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



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Incorporation by Reference

The Sale Agreement is subject to the Supplemental Sale Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be viewed in the Resources section of Seller's website at (<https://www.mobilemodular.com/contractterms>). The Buyer hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("**Seller**") and buyer ("**Buyer**", as described in the Sale Agreement in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Sale.

<p>SELLER:</p> <p align="center">Mobile Modular Management Corporation</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>	<p>BUYER:</p> <p align="center">Fresno Economics</p> <p>Opportunities Commission</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>
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ATTACHMENT A

SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Sale Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. Each such Sale Agreement ("**Agreement**"), and the sale provisions on the Seller's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), to which are incorporated by reference into the Agreement, shall constitute a separate and independent sale (a "**Sale**") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. TIME PAYMENT; TITLE RETENTION.

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "**Purchase Price**") is set forth in the Sale Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Sale Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay



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the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.

4. DELIVERY AND PLACEMENT OF EQUIPMENT. Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "Site"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.

5. INSPECTION AND ACCEPTANCE. Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

6. BUYER AGREEMENTS. Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.

7. LOSS OR DAMAGE. All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.

8. INSURANCE. Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to [Section 2](#).

9. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

10. TERMINATION FOLLOWING BREACH. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on



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demand of Seller.

11. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

12. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

13. **SELLER'S EXPENSES.** Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

14. **LICENSE AND TRANSFER FEE(S).** If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

15. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

16. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

17. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev. 08/22/16



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 Livermore, CA 94551
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www.mobilemodular.com

Sale Agreement

Contract: 210047340.1
 Date Printed: 12/29/2021

Customer & Site Information		Mobile Modular Contact
Customer Information: Fresno Economics Opportunities Commision 1900 Mariposa Street Suite 111 Fresno, CA 93721 Eddie Pacheco eddie.pacheco@fresnoeoc.org (559) 216-8378	Site Information: Fresno Economics Opportunities Commision Clinton/Blyth Fresno, CA 93722 Eddie Pacheco eddie.pacheco@fresnoeoc.org (559) 216-8378 Customer PO/Reference: Exp: // By:	<p align="center">Questions?</p> Please Contact: Brad Fallentine Brad.Fallentine@MobileModular.com Direct Phone: (559) 832-1626 All other inquiries: (925) 606-9000

Product Information

	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 48x60 HCD (NonStd) <i>NonStandard Configuration. Size excludes towbar.</i>	1	\$489,300.00	\$489,300.00	Y
Ramp, Custom Plan <i>Price includes 6'x6'x20' landing, 38' Switchback w/5 tread step, and (2) each 4'6"x6' 4 tread step for Exterior side doors.</i>	1	\$48,517.00	\$48,517.00	Y

Charges Upon Delivery:

	Qty	Charge Each	Total One Time	Taxable
Classroom, 48x60 HCD (NonStd)				
Block and Level Building (A8)	1	\$8,961.00	\$8,961.00	N
Delivery Haulage 12 wide	4	\$6,562.00	\$26,248.00	N
Drawings,Wet Stamped,Building,Custom Fee, Insignia	1	\$1,250.00	\$1,250.00	N
Fee, License or Registration for Sale	1	\$6,500.00	\$6,500.00	N
Installation, Skirting, Wood	1	\$11,193.00	\$11,193.00	N
Install Foundation, Custom	1	\$6,575.00	\$6,575.00	Y
Install Foundation, Tiedown (Blvl)	1	\$10,250.00	\$10,250.00	N
			\$6,767.00	Y
			\$77,744.00	

Tax: \$46,021.78
Total Sales Price Including Tax: \$661,582.78

Special Notes

TECHNICAL CLARIFICATIONS 1. This proposal is based on: a) an assumed soil bearing capacity of 1,500 psf at finished grade; b) classified excavation-dirt only -- all other materials encountered will be considered extra work; c) no excavation, grading, landscaping or site development; d) a staging area located adjacent to the work site; e) suitable and acceptable access to the site for the module size(s) to be provided; f) electrical to a sub-panel(s) at the end of each module, connection by others; g) multiple potable water/sanitary drops through floor -- utility connections to the drops and extensions finished and installed by others; h) no dewatering of subsurface water; i) all underground obstructions, if any, within the proposed building envelope/work area to be located and marked above grade, by others; j) level grade (+ -6") within the proposed building envelope; k) computer and phone system consists of J-boxes with covers and empty conduit only, thru ceiling -- jacks and conductors by others; l) attached specification(s) and scope of work which form a part of this proposal -- DSMB recommends a detailed review of this specification in addition to all other proposals received, to ensure an equal comparison; m) placement of module(s) to be accomplished by the use of truck; n) HVAC certified balancing by others; (If applicable) o) wheels and axles to remain on module(s). Hitches will be removed and stored under module(s); p) storm water management/erosion and sedimentation control by others; q) Mobile Modular is providing foundation plans only. Any other drawings and/or tests required are to be supplied by customer; r) the customer obtaining and paying for all necessary permits, fees, licenses and Certificate of Occupancy with the exception of transportation s) Based upon a level grade, clear access by truck, and a penetrable grade for tie-downs. t) Demobilization and decustomization is not included in proposal per request and will be billed at current rate and the end of term. u) Price excludes fire alarm system, personal alarm and fire sprinklers are not included. v) Price excludes any permits, fees, performance and payment bonds. w) Price excludes temporary power. x) Price excludes traffic control y) Price excludes gas fired hvac units. z) Errors & Omissions contractor insurance not to be provided aa) Price excludes any tests and inspections bb)



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Pricing for conduits for IT room, low voltage systems, fire distributions and infrastructure is (to be determined). (Need Specification to price) cc) Any signage by others. dd) Master key system by others. ee) Site security is to be provided by general contractor. ff) Finish items are based upon DSMB standards gg) Break room appliances by others hh) Dumpster by GC ii) Interior wall panels to be 1/2 VWG, Exterior Siding Smart Panel, Interior wall separating classrooms to have insulation in wall. jj) Exterior and Interior doors and windows shall be meet or exceed specification. (equals) kk) Fire extinguisher is not included ll) Appliances by others. (Microwave, Cooktop, Refrigerators, Food Warmers, Dishwasher, etc. mm) Excludes Intercomm system between teachers & health services nn) Plumbing fixtures per spec or equal.

Special Terms & Important Contractual Information

- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery. Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation of same.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



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Incorporation by Reference

The Sale Agreement is subject to the Supplemental Sale Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Seller, in its sole discretion, and can be viewed in the Resources section of Seller's website at (<https://www.mobilemodular.com/contractterms>). The Buyer hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("**Seller**") and buyer ("**Buyer**", as described in the Sale Agreement in the section titled "Customer Information") hereby agree to this Sale Agreement and the terms and conditions set forth in the Sale Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Sale.

<p>SELLER:</p> <p align="center">Mobile Modular Management Corporation</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>	<p>BUYER:</p> <p align="center">Fresno Economics</p> <p>Opportunities Commission</p> <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Date:</p>
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ATTACHMENT A

SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Sale Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. Each such Sale Agreement ("**Agreement**"), and the sale provisions on the Seller's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), to which are incorporated by reference into the Agreement, shall constitute a separate and independent sale (a "**Sale**") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. TIME PAYMENT; TITLE RETENTION.

(a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "**Purchase Price**") is set forth in the Sale Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Sale Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay



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the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.

4. DELIVERY AND PLACEMENT OF EQUIPMENT. Seller agrees to deliver the Equipment to the site location listed on the Sale Agreement (the "Site"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.

5. INSPECTION AND ACCEPTANCE. Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

6. BUYER AGREEMENTS. Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.

7. LOSS OR DAMAGE. All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.

8. INSURANCE. Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to [Section 2](#).

9. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Sale Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

10. TERMINATION FOLLOWING BREACH. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on



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demand of Seller.

11. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

12. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

13. **SELLER'S EXPENSES.** Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

14. **LICENSE AND TRANSFER FEE(S).** If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

15. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

16. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

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(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev. 08/22/16

FINANCE COMMITTEE MEETING

Date: February 23, 2022	Program: Finance
Agenda Item #: 7	Officer: N/A
Subject: Funding List	Officer: Jim Rodriguez

Background

The information presented below is intended to keep the Committee apprised on the funding that is currently awarded to the Agency.

As of date	January 1, 2022 Current	October 1, 2021 Prior Quarter	January 1, 2021 Prior year
Awarded funding:	\$212.4 million	\$179.8 million	\$211.9 million

Significant changes in awarded funding from prior periods include:

Quarter 4:

Program	Award Amount
Head Start 0 - 5	\$42,202,883
COVID Harvest Project	\$1,482,500
LCC - Fatherhood	\$828,000
Sanctuary Services LGBTQ Mentoring	\$624,000
Sanctuary Services CVAHT Housing	\$594,316

Quarter 3:

Program	Award Amount
Energy Services - LIHEAP ARPA	\$10,826,169
Energy Services - LIHEAP Utilities Assistance	\$1,200,000
Energy Services - LIHEAP Cash Assistance	\$503,687
Head Start 0 - 5 ARPA	\$3,354,549
Head Start 0 - 5 COVID Funding	\$920,364
LCC Recycle	\$1,770,091
School Of Unlimited Learning	\$744,065
Valley Apprenticeship Connections (VAC)	\$528,000

The full contract list contains the following:

- 40 Programs
- 91 Funding Sources
- 245 Contracts
- 650 Funding Periods

Access Plus Capital funding available for the purpose of lending is approximately \$7.3 million.

As a reminder, the above amounts reflect full grant award periods and do not represent funding for a 12-month period. The schedules also include in-kind contributions / awards.

FINANCE COMMITTEE MEETING

Date: February 23, 2022	Program: Finance
Agenda Item #: 8	Director: N/A
Subject: Non-Competitive Procurements	Officer: Jim Rodriguez

Background

The information presented below is intended to keep the Committee apprised on any procurements made through a non-competitive procurement process.

In accordance with the Accounting Policies and Procedures Manual, Noncompetitive Procurements are “special purchasing circumstances, in which competitive bids are not obtained. Noncompetitive procurement (purchases and contracts) are only permissible in the following circumstances (2 CFR 200.320 [f]):

- An emergency exists that does not permit delay,
- Only one source of supply is available,
- If the awarding agency expressly authorizes noncompetitive proposals in response to a written request from the Agency,
- Or after solicitation of a number of sources, competition is determined to be inadequate.

The key requirement for the use of noncompetitive procurement is that the other methods of procurement are not feasible and one of the above circumstances exists.” A report on the non-competitive procurement awards is to be made to the Board of Commissioners.

The agency also follows the following guidelines:

- Purchases from \$10,000 to \$150,000 require three written quotes and may be approved by the CEO.
- Purchases greater than \$150,000 require formal bid procedures and require approval from the Board.
- Purchases greater than \$10,000 without the required quotes or bids must be disclosed to the Board.

Vendor	Purpose	Amount	Justification
Maxim Healthcare Staffing Services, Inc.	AAC (African American Coalition) - AAC is currently short staffed. To cover staffing for nurses due to pandemic, COVID-19 surge in cases, increased hours for operational needs due to COVID testing. Nurses needed to keep operations flowing when needed.	\$27,000.00	An emergency exists that does not permit delay. Vendor can provide nurses for emergency nursing staff anytime.
AIMS Center for Math and Science Education	Head Start - To provide continuity for the STEM (Science, Technology, Engineering and Math) Magnet program for staff, children, and families.	\$35,500.00	Only source for the STEM Magnet program designed for Head Start program.

FINANCE COMMITTEE MEETING

Date: February 23, 2022	Program: Finance
Agenda Item #: 9	Officer: N/A
Subject: Investment Report	Officer: Jim Rodriguez

Background

The information below is presented to keep the Committee apprised on the status of the Agency's investment accounts.

As of December 31, 2021, the Agency holds these investments to 1> maintain cash funding items such as the health insurance reserve and accrued vacation liability and 2> provide pledged collateral from Fresno EOC for Access Plus Capital's \$700,000 loan from Citibank.

	Wells Fargo	Citibank (pledged)	Total
Cash & Cash Equivalents	\$ 84,453	\$ 627,290	\$ 711,743
Corporate Bonds	277,487	-	277,487
Government Bonds	499,980	-	499,980
Certificates of Deposit (CD)	2,522,592	151,611	2,674,203
Stocks	17,107	-	17,107
Total	\$ 3,401,619	\$ 778,901	\$ 4,180,520
Minus unrealized gains on CDs	44,945	1,611	46,556
General Ledger balance	\$ 3,356,674	\$ 777,290	\$ 4,133,964

Total annual interest earned on these fixed income investments is \$62,519 providing an average rate of 1.85%. Interest rates received on the Corporate Fixed Income investments range between 3.50% and 4.45%. These are long-term holdings with maturity dates after 2022. The Certificates of Deposit have interest rates between 0.05% and 3.50%; and a tiered maturity date structure to provide for both shorter-term maturities and longer investments past 2023. Investments with very low interest rates also have very short maturity schedules.

The funds at Self-Help Federal Credit Union are returning 0.20% interest.



FINANCE COMMITTEE MEETING

Date: February 23, 2022	Program: Finance
Agenda Item #: 10	Director: N/A
Subject: Health Insurance Report	Officer: Jim Rodriguez

Background

The information presented below is intended to keep the Committee apprised on the financial status of the Agency’s self-funded health insurance plan.

As of November 30, 2021, the health insurance reserve is at \$4.4 million, which covers approximately 4.8 months of average expenditures. To date, contributions from programs and employees for 2021 total \$10,543,193 while the Fund paid out \$10,126,846 in expenses. COVID-related claims costs funded by our CSBG CARES grant, total \$139,391. A budget amendment is being prepared which would increase the funds available for this area.

Changes to the health insurance plan in 2020 through 2022 include:

- Effective January 2020: 4% overall increase in Employer premiums and 22% overall increase in Employee premiums. Wellness plan now has the same annual deductible but will have a 25% discounted employee premium. The employee + child and employee + children tiers were consolidated.
- Effective January 2021: 6% increase in Employer premiums and an average 16% increase to Employee premiums.
- Effective January 2022: Tele-health service was added and 1% increase in Employer premiums and an average 8% increase to Employee premiums.

This table presents a sample of the monthly health insurance premium rates for 2021. Rates vary depending on the type of coverage tier selected.

	Agency	Employee (Wellness Incentive)	Total Premium
Employee(EE) Only	\$ 594	\$ 108	\$ 702
EE +Child(ren)	\$ 1,074	\$ 192	\$ 1,266
EE + Family	\$ 1,428	\$ 258	\$ 1,686
EE + Spouse	\$ 1,194	\$ 210	\$ 1,404

FRESNO EOC
HEALTH INSURANCE FUND REPORT
 THROUGH NOVEMBER 30, 2021

	2021												2020				
	January	February	March	April	May	June	July	August	September	October	November	December	YTD totals	Mo. Avg.	YTD totals	Annual	Annual Mo.
	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Nov	Jan - Dec	Jan - Dec
Beginning Fund Balance	3,991,455	4,258,187	4,659,793	4,938,789	4,828,849	4,834,257	4,819,503	4,615,551	4,827,232	4,918,525	4,771,086	4,407,801					
Income																	
Agency Contributions	868,403	858,194	852,325	847,093	842,960	870,509	611,667	755,946	686,195	752,968	750,954		8,697,214	795,641	9,209,465	10,059,937	838,328
Additional Agency Contr.	51,529	64,762	-	-	-	-	-	-	-	23,100	-		139,391	12,544	54,060	65,197	5,433
Employee Contributions	283,963	176,373	181,307	94,977	187,274	98,212	131,833	129,029	163,122	88,770	171,728		1,706,588	155,614	1,595,031	1,755,815	146,318
Total Income	1,203,895	1,099,329	1,033,632	942,070	1,030,234	968,721	743,500	884,975	849,317	864,838	922,682	0	10,543,193	963,799	10,858,556	11,880,949	990,079
Expenses																	
Health Claims Paid	500,161	302,551	362,387	686,188	616,263	920,707	578,700	415,044	416,235	892,716	1,177,006		6,867,958	632,044	5,447,429	6,164,003	513,667
Dental Claims Paid	65,934	67,225	51,751	50,080	72,754	52,746	57,765	70,902	40,219	52,798	35,787		617,961	55,027	504,265	546,628	45,552
Prescriptions Paid	210,323	158,769	169,885	143,418	169,456	114,954	154,172	160,965	141,169	160,081	123,572		1,706,764	152,172	1,863,528	1,982,823	165,235
Vision Claims Paid	12,742	9,468	7,580	14,869	10,131	9,665	8,010	9,670	7,843	6,742	6,295		103,015	9,337	88,930	97,955	8,163
Stop Loss Premiums	89,987	101,367	106,729	103,446	101,789	103,240	95,787	97,630	107,965	101,400	89,405		1,098,745	101,269	1,245,521	1,362,007	113,501
Stop Loss Claims	0	0	0	0	0	(271,090)	(3,119)	(130,662)	(6,284)	(250,673)	(207,354)		(869,182)	(78,255)	(123,866)	(193,741)	(16,145)
Life Insurance Premiums	14,000	13,799	13,676	13,548	13,654	13,056	12,346	12,064	12,047	12,010	11,955		142,155	13,004	159,512	173,408	14,451
Pinnacle	14,462	14,514	14,393	14,410	14,324	14,306	13,579	13,198	13,059	13,008	12,990		152,243	13,881	162,180	176,507	14,709
Blue Cross	14,970	14,933	14,822	14,840	14,747	14,728	13,984	13,555	13,388	13,351	13,313		156,631	14,306	169,210	184,255	15,355
Benefits Consultant	6,917	6,917	6,916	6,917	6,917	6,916	6,917	6,917	6,917	6,917	6,917		76,084	6,988	85,210	92,979	7,748
Employee Assist. Program	1,877	1,876	1,877	1,876	1,877	1,876	1,877	1,876	1,877	1,876	1,877		20,642	1,877	20,642	22,518	1,877
Preferred Chiropractors	1,005	1,003	995	996	990	989	939	910	898	896	894		10,515	939	8,542	9,299	775
Other Expenses	4,785	5,300	3,625	1,422	1,924	1,382	1,276	1,225	2,692	1,155	13,310		38,096	3,296	18,517	19,976	1,665
ACA Fees	0	0	0	0	0	0	5,219	0	0	0	0		5,219	435	5,220	5,220	435
Total Expenses	937,163	697,722	754,636	1,052,010	1,024,826	983,475	947,452	673,294	758,024	1,012,277	1,285,967	0	10,126,846	926,320	9,654,839	10,643,836	886,986
Current Fund Activity (net)	266,732	401,607	278,996	(109,940)	5,408	(14,754)	(203,952)	211,681	91,293	(147,439)	(363,285)	0	416,347	37,479	1,203,717	1,237,113	103,093
Ending Fund Balance	4,258,187	4,659,793	4,938,789	4,828,849	4,834,257	4,819,503	4,615,551	4,827,232	4,918,525	4,771,086	4,407,801	4,407,801	4,407,801				
Enrollment																	
Employee only-Traditional	294	287	288	290	293	293	280	271	267	265	263	260		279		330	
High-Deduct	57	56	57	58	57	52	50	51	50	49	52	52		53		41	
Family coverage-Traditional	416	421	414	413	408	412	390	377	373	373	369	369		395		463	
High-Deduct	37	37	36	35	33	33	30	28	28	29	30	31		32		28	
Dental coverage only	31	36	35	35	35	35	33	34	35	34	35	35		34		36	
Temp/On Call Plan	0	1	1	1	1	1	1	1	1	1	1	1		1		0	
Total employees enrolled	835	838	831	832	827	826	784	762	754	751	750	748	795		898		
Total dependants covered																	
Average contributions per employee	1,442	1,312	1,244	1,132	1,246	1,173	948	1,161	1,126	1,152	1,230	0		1,213		1,103	
Average expenses per employee	1,122	833	908	1,264	1,239	1,191	1,208	884	1,005	1,348	1,715	0		1,165		988	

Estimated # months funded: 4.8

FINANCE COMMITTEE MEETING

Date: February 23, 2022	Program: Energy Services, Fresno Street Saints, Local Conservation Corps
Agenda Item #: 11	Director: Joe Amader, Isaiah Green, Shawn Riggins
Subject: Program Variance Report	Officer: Jim Rodriguez

Background

The information presented below is intended to keep the Board apprised on the actual-to-budget performance on various programs throughout the agency with reporting on a rotational basis. A summary report is attached by program and/or contract. Financial reports have been prepared for the following programs:

- **Energy Services:** Provides home solar energy installations, financial assistance to offset energy costs to eligible households and weatherization services.
- **Fresno Street Saints:** Focuses on gang prevention and intervention, leadership training, youth programs, employment and training.
- **Local Conservation Corps:** Provides young adults (18-26) with paid vocational training and educational opportunities with its YouthBuild Charter High School.

Program Directors will be available to answer questions on their respective programs.

Variance Report Summary
February 23, 2022

Energy Services

Program	Project/Contract No.	Contract Period	Reporting Period	Program Costs	Budget	Remaining Budget	Remaining Budget %
Weatherization	20C-4006	6/15/20 - 12/31/22	Through 11/30/2021	\$17,069	\$475,000	\$457,931	96%
LIHEAP	70019	2/1/21 - 12/31/21	Through 10/31/2021	\$235,719	\$1,200,000	\$964,281	80%
HEAP/ECIP	EO562	10/1/19 - 3/31/22	Through 10/31/2021	\$5,719,562	\$8,271,768	\$2,552,206	31%
LIHEAP	20B-2008	10/1/19 - 12/31/21	Through 11/30/2021	\$2,412,201	\$2,485,338	\$73,137	3%
HEAP/ECIP	71200	11/1/21 - 6/30/22	Through 11/30/2021	\$2,021,340	\$5,494,918	\$3,473,578	63%
LIHEAP	21B-5008	10/1/20 - 12/31/21	Through 11/30/2021	\$528,603	\$2,184,801	\$1,656,198	76%
LIHEAP	21V-5557	8/31/21 - 3/31/23	Through 10/31/2021	\$10,000	\$10,826,169	\$10,816,169	100%
Solar DAP	19D-9001	6/15/19 - 12/31/21	Through 12/31/2021	\$1,381,849	\$2,500,000	\$1,118,150	45%
Weatherization CARES	71220	7/1/20 - 12/31/21	Through 8/31/2021	\$2,454,013	\$2,500,390	\$46,378	2%
DAP Weatherization	20D-1008	10/1/19 - 12/31/21	Through 9/30/2021	\$245,260	\$246,081	\$821	0%

Fresno Street Saints

Funding Source	Project/Contract No.	Contract Period	Reporting Period	Program Costs	Budget	Remaining Budget	Remaining Budget %
CDBG	69927	12/1/2020 - 12/31/21	Through 11/30/2021	\$37,667	\$46,500	\$8,833	19%
FUSD	69918	1/1/21 - 6/30/22	Through 11/30/2021	\$132,169	\$209,354	\$77,185	37%
TCC Community Garden	69940-44	1/1/19 - 6/30/22	Through 11/30/2021	\$51,953	\$98,000	\$46,047	47%
TCC Solar	97200	1/1/19 - 6/30/22	Through 11/30/2021	\$82,830	\$105,368	\$22,538	21%
Neighborhood Hub	69939	1/25/21 - 6/30/23	Through 11/30/2021	\$17,056	\$250,000	\$232,944	93%
County of Fresno ARPP	69913	4/1/21 - 4/30/24	Through 11/30/2021	\$119	\$33,388	\$33,269	100%
Parent University	69903	6/1/21 - 11/1/21	Through 11/30/2021	\$6,300	\$30,000	\$23,700	79%
Rite Aid Foundation	69931	10/1/2019	Through 10/31/2021	\$10,924	\$20,000	\$9,076	45%
Donations	69901	1/1/2021	Through 11/30/2021	\$4,613	\$11,577	\$6,964	60%
Wells Fargo	69902	11/1/2020	Through 11/30/2021	\$12,750	\$15,000	\$2,250	15%
Union Pacific Foundation	69932	10/1/2019	Through 11/30/2021	\$0	\$14,400	\$14,400	100%
Chevron	69909	1/31/2021	Through 11/30/2021	\$4,859	\$4,768	(\$91)	-2%
Golden Charter - Cancelled	69940	Contract Cancelled	Through 11/30/2021	\$7,503	\$12,500	\$0	0%

Variance Report Summary
February 23, 2022

Local Conservationv Corps

Program	Project/Contract No.	Contract Period	Reporting Period	Program Costs	Budget	Remaining Budget	Remaining Budget %
Youth Conserv Activities	60026	1/1/20 - 6/30/23	Through 12/31/2021	\$65,859	\$90,000	\$24,141	27%
CCC - Prop 68 Phase II	Various	5/15/20 - 4/30/22	Through 12/31/2021	\$459,615	\$489,357	\$29,742	6%
CCC - Prop 84 HVAC/Gate	60984	1/11/21 - 1/31/22	Through 12/31/2021	\$53,065	\$92,357	\$39,292	43%
Prop 64 CRG	60935	10/1/19 - 3/31/22	Through 12/31/2021	\$170,083	\$300,000	\$129,917	43%
YouthBuild Charter School	62416	7/1/21 - 6/30/22	Through 12/31/2021	\$97,129	\$210,045	\$112,916	54%
TCC Fresno Solar	67200/02	5/16/19 - 6/30/24	Through 12/31/2021	\$547,779	\$1,341,410	\$793,631	59%
YouthBuild DOL	Various	1/1/20 - 4/30/23	Through 12/31/2021	\$478,440	\$1,500,000	\$1,021,560	68%
RLC35	-	7/1/20 - 6/30/22	Through 12/31/2021	\$976,733	\$1,738,792	\$762,059	44%
RLC36	-	7/1/21 - 6/30/23	Through 12/31/2021	\$0	\$1,770,091	\$1,770,091	100%
Co. of Fresno -Fatherhood	60140	12/14/21 - 12/13/25	Through 12/31/2021	\$2,336	\$828,000	\$825,664	100%
Prop 68 Phase I	60932/33/34	5/15/19 - 4/30/22	Through 12/31/2021	\$43,163	\$336,966	\$293,803	87%
WIB Calfire CV Forestry	60143	8/1/20 - 6/1/22	Through 12/31/2021	\$52,043	\$150,000	\$97,957	65%
YouthBuild Americorps	60090/91	8/15/20 - 8/14/22	Through 12/31/2021	\$69,760	\$155,500	\$85,740	55%
YouthBuild Americorps	60092/93	8/15/21 - 8/14/23	Through 12/31/2021	\$0	\$171,000	\$171,000	100%
CCC Non-Residential	60081	9/15/21 - 6/30/22	Through 12/31/2021	\$1,094	\$24,000	\$22,906	95%