

**Golden State Finance Authority (GSFA)**  
**Agreement for Residence Emergency Disaster Assistance**

This Agreement ("Agreement") is entered into this 10<sup>th</sup> day of April, 2018, by and between the Golden State Finance Authority, a joint powers authority, ("GSFA") and Mendocino County.

**I. Purpose**

- GSFA is a local joint powers authority serving thirty-three rural county members in California and various additional associate county and city members.
- GSFA provides housing down payment assistance, energy efficiency, and other financing programs.
- The recent catastrophic fires in 2017 caused a loss of housing and residents' income in GSFA member counties, which have been declared both a State and Federal fire disaster area.
- Mendocino County is a member of GSFA.
- Due to the number of homes and residents' income lost as a result of the aforementioned fire, GSFA is providing grant funding for the purpose of assisting GSFA member county residents who have lost their homes or have experienced financial loss that impairs their ability to maintain housing in the State and federally declared disaster area.
- GSFA is providing \$254,854 funding as set forth herein ("Grant Funds") to Mendocino County for direct financial assistance for temporary stable housing and/or shelter to individuals and families within Mendocino County whose ability to obtain, maintain, or restore housing has been impaired by the aforementioned fire.

**II. Payments and Terms:**

- A. GSFA will provide Grant Funds in an amount calculated pursuant to Section II.B, not to exceed two hundred fifty-four thousand eight hundred fifty-four (\$254,854), to Mendocino County to be used solely for the purposes set forth below under Section IV., below, "Expenditures." The Grant Funds must be expended or returned to GSFA within two (2) years of the date of receipt of the payment. Grant Funds that are unexpended at the end of the term must be reimbursed by check to GSFA within 45 days of the end term date. Checks must specify "2017 Mendocino County Fire Unspent Funds" and be mailed to:

GSFA, Accounting  
 1215 K Street, Suite 1650  
 Sacramento, CA 95814

- B. The amount of Grant Funds provided hereunder shall be calculated as follows:

1. The GSFA Executive Director shall determine, in his sole and exclusive discretion, the number of residences destroyed by 2017 wildfire disasters in each of the counties of Butte, Mendocino, Napa, Nevada, and Yuba. The Executive Director shall have sole authority to define and determine residences destroyed by 2017 wildfire disasters for purposes of this Agreement, and his determination shall be final and conclusive.
2. GSFA will divide the sum of \$837,000 between the counties of Butte, Mendocino, Napa, Nevada, and Yuba in proportion to the number of residences destroyed as determined pursuant to Paragraph 1.
3. The amount of Grant Funds provided to Mendocino County hereunder shall be the amount allocated to Mendocino County pursuant to Paragraph 2, not to exceed \$254,854. In no event shall GSFA's obligation under this Agreement exceed \$254,854.

### III. Contacts:

Mendocino County hereby designates the primary contact person responsible for compliance with this Agreement is:

Name of Primary Contact Person: Carmel Angelo  
Street Address: 501 Low Gap Road, Room 1010  
City/State/Zip Code: Ukiah, CA 95482  
Phone Number: 707-463-4441  
Email Address: angeloc@mendocinocounty.org

The primary contact person for GSFA is:

Mary Pitto  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
(916) 447-4806  
mpitto@rcrcnet.org

### IV. Expenditures:

- Mendocino County shall ensure that the Grant Funds are used to further efforts to provide safe and sanitary stable housing to individuals and/or families resident in Mendocino County meeting either of the following criteria:
  1. Displaced by the fire due to destroyed or damaged residences located within the State and Federal declared disaster area:
    - The destroyed or damaged residence must have been primary residence of the beneficiaries immediately prior to the disaster (owner-occupied or rental);

- The damage has not permitted occupant(s) to return to the residence for at least 30 days;

**Or**

2. Suffered loss of income or similar financial loss that impairs their ability to obtain or maintain housing as a direct result of the aforementioned fire.
- Assistance to an individual household will be limited to a maximum amount of twenty-five hundred dollars (\$2,500).
  - Interim rental assistance may include housing costs, such as assistance with utility bills or home utility reconstruction repairs.
  - The Grant Funds may not be used for activities unrelated to providing safe and sanitary housing for persons and/or families meeting the above criteria.
  - Mendocino County shall use no more than three percent (3%) of the allocated grant funds for administrative purposes.
  - The Grant Funds are to be used to supplement and not supplant funds received from the Federal Emergency Management Agency and/or the State Office of Emergency Services.

V. Audit, Accounting, and Records Retention:

Party Responsible for Implementation. Mendocino County is responsible and accountable for ensuring that the Grant Funds are used for the purposes stated in this Agreement and that proper internal supporting documentation is maintained to provide clear separate tracking of the Grant Funds in accordance with Generally Accepted Accounting Principles. The Grant Funds are subject to audit by GSFA-designated representative(s). Supporting documentation shall be retained by Mendocino County in a single file to facilitate review and retention. GSFA representative(s) shall have the right to review and copy any records and supporting documentation pertaining to the use of the GSFA funds and shall have the right to interview staff relevant to the audit/review. Mendocino County shall retain all records for three (3) years after the end term date.

Reporting: At the end of each calendar year during the term of this agreement, Mendocino County shall provide GSFA with a progress report regarding the use of Grant Funds during the year, including information regarding the amount of Grant Funds distributed to date and funds remaining. Additionally, within 45 days of the end term date, Mendocino County shall provide GSFA with a general report regarding the use of the Grant Funds and the assistance provided. A detailed accounting of the use of the funds is not required as a part of these reports, but shall provide additional supporting documentation upon request by GSFA.

Indemnity:

Mendocino County agrees to indemnify, defend and save harmless GSFA and its officers, agents, and employees from any and all claims and/or losses accruing or resulting from the performance of any work performed or services provided through the use of the GSFA funds.

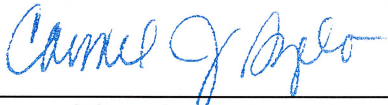
Compliance:

Mendocino County agrees to comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and with the terms provided regarding the use of the grant funds.

VI. TERMINATION

GSFA may terminate this Agreement by giving sixty (60) days written notice for violation of any provision of this Agreement where such violation is not cured within sixty (60) days after written notice by GSFA or, where such violation cannot reasonably be cured within sixty (60) days, Mendocino County fails to promptly begin such cure and thereafter bring it to completion in a reasonably expeditious fashion.

**MENDOCINO COUNTY**



\_\_\_\_\_  
Carmel Angelo,  
Chief Executive Officer

32218

\_\_\_\_\_  
Date

**GOLDEN STATE FINANCE AUTHORITY**

By: \_\_\_\_\_  
Greg Norton,  
Executive Director

\_\_\_\_\_  
Date



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Carmel J. Angelo 3-22-18  
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☐ No

Grant No.: \_\_\_\_\_

CONTRACTOR/COMPANY NAME

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

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

NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COUNTY OF MENDOCINO

By: Dan Hamburg  
DAN HAMBURG, Chair  
BOARD OF SUPERVISORS

Date: APR 11 2018

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vant Hagen  
Deputy APR 11 2018

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vant Hagen  
Deputy

APR 11 2018

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: Christina M. Fair  
Deputy

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

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

Date: 3-22-18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Janette Rann  
Deputy CEO

Date: 3-22-18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ \_\_\_\_\_  
Mendocino County Business License: Valid ☐ \_\_\_\_\_  
Exempt Pursuant to MCC Section: \_\_\_\_\_