

Golden State Finance Authority (GSFA)
Amended Second Agreement for Residence Emergency Disaster Assistance
Member County: Lake

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 catastrophic so-called Valley fire in 2015 and the recent Sulphur fire in 2017 caused a tremendous loss of housing in Lake County, which were declared both State and Federal fire disaster areas.
- Lake County is a member of GSFA.
- Due to the large number of homes lost as a result of the catastrophic 2015 and 2017 fires, GSFA is providing grant funding for the purpose of assisting GSFA member county residents who lost their homes or have experienced financial loss that impairs their ability to maintain housing in the State and federally declared disaster area.
- Through this agreement, GSFA is providing \$700,000 ("Grant Funds") to the County of Lake for direct financial assistance for temporary stable housing and/or shelter to individuals and families within Lake County whose ability to obtain, maintain, or restore housing has been impaired by the aforementioned fire.
- The Grant Funds shall be allocated as follows: \$600,000 for assistance to Lake County residents impacted by the Valley fire, and \$100,000 for assistance to Lake County residents impacted by the Sulphur fire, in accordance with the provisions of this Agreement.
- The parties acknowledge and agree that these funds have been fully disbursed by GSFA to the County of Lake prior to execution of this Amended Second Agreement for Residence Emergency Disaster Assistance.

Payments and Terms:

GSFA is providing a total of Seven Hundred Thousand Dollars (\$700,000) to Lake County to be used solely for the purposes set forth below under "Expenditures." The funds must be expended or returned to GSFA within two (2) years of the date of receipt of the payment. 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 "Valley/Sulphur Fire Unspent Funds" and be mailed to:

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

Contacts:

Lake County hereby designates the County Department/Agency and the primary contact person responsible for grant expenditures as set forth below:

Name of County Office/Agency: County of Lake
Street Address: 255 N. Forbes Street
City/State/Zip Code: Lakeport, CA 95453
Name of Primary Contact Person: Carol J. Huchingson
Phone Number: (707) 263-2580
Email Address: carol.huchingson@lakecountyca.gov

The primary contact person and contact information for GSFA is:

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

Expenditures:

- The grant funds must be used to further efforts to provide safe and sanitary stable housing to individuals and/or families resident in Lake County meeting either of the following criteria:
 1. Displaced by the fire due to destroyed or damaged residences located within the applicable 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 Valley or Sulphur fire, as applicable.
- 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 be provided to organizations that assist individuals and families meeting the above criteria.

- The grant funds may not be used for activities unrelated to providing safe and sanitary housing for and/or families meeting the above criteria.
- Fees charged to administer the program by the county or a third-party administrator shall not exceed five percent (5%) of the allocated funds.
- These 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.

Audit, Accounting, and Records Retention:

Lake County is responsible and accountable for ensuring that expenditures are appropriate and that proper internal supporting documentation is maintained to provide clear separate tracking of the GSFA funds in accordance with Generally Accepted Accounting Principles. The GSFA funds are subject to audit by GSFA-designated representative(s). Supporting documentation shall be retained at the 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. Lake County shall retain all records for three (3) years after the end term date.

Reporting: Within 45 days of the end term date, the County shall provide GSFA with a general report regarding the use of the funds and the assistance provided. A detailed accounting of the use of the funds is not required as a part of this report, but Lake County shall provide additional supporting documentation upon request by GSFA.

Indemnity:

Lake 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:

Lake 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.

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, Lake County fails to promptly begin such cure and thereafter bring it to completion in a reasonably expeditious fashion.

Entire Agreement:

This *Amended Second Agreement for Residence Emergency Disaster Assistance* replaces and supersedes that certain *Second Agreement for Residence Emergency Disaster Assistance Program* between the parties hereto dated December 20, 2016, and constitutes the entire understanding between the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

LAKE COUNTY

Signature of Authorized Representative of Lake County

Date

Chairman, Board of Supervisors

Title

GOLDEN STATE FINANCE AUTHORITY

By: _____

Greg Norton,
Executive Director

Date

ATTEST: Carol J. Huchingson
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Anita L. Grant
County Counsel

