



# **RESOLUTION No. 18-087**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING AN AGREEMENT FOR RESIDENCE EMERGENCY DISASTER ASSISTANCE BETWEEN THE COUNTY OF NEVADA AND THE GOLDEN STATE FINANCE AUTHORITY FOR GRANT FUNDING IN AN AMOUNT NOT TO EXCEED \$19,098 TO PROVIDE TEMPORARY HOUSING AND SHELTER ASSISTANCE ASSOCIATED WITH THE 2017 WIND COMPLEX FIRES AND AUTHORIZING THE NEVADA COUNTY DIRECTOR OF EMERGENCY SERVICES TO EXECUTE THE AGREEMENT**

WHEREAS, the Golden State Financing Authority ("GSFA") is a joint powers authority serving thirty-three rural county members in California and various additional associate county and city members to provide housing down payment assistance, energy efficiency, and other financing programs; and

WHEREAS, the GSFA Board of Directors has approved GSFA Resolution 17-10 to assist GSFA member counties in providing temporary shelters and housing for their citizens impacted by the Wind Complex fires of 2017; and

WHEREAS, Nevada County is a member of GSFA and has been awarded grant funding in an amount not to exceed \$19,098 to provide temporary housing and shelter assistance associated with the 2017 Wind Complex fires; and

WHEREAS, the grant funding must be expended in accordance with the terms of the Agreement within two years from receipt of payment.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Nevada, State of California, hereby directs:

1. That the County of Nevada accept the award in an amount not to exceed \$19,098 to be expended within a two year period according to the terms of the Agreement.
2. That the Agreement for Residence Emergency Disaster Assistance between the County of Nevada and the GSFA ("Agreement") be and hereby is approved.
3. That the Nevada County Director of Emergency Services is authorized to execute the Agreement, provide progress reports are required by the Agreement and generally fulfill the requirements of the Agreement.
4. That the Auditor-Controller deposit grant funding in the amount of \$19,098 into the Emergency Management Budget 0101-20702-414-1000/462400 when received.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of February, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward Scofield, Chair

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

This Agreement ("Agreement") is entered into this [ ] day of [ ], 2018, by and between the Golden State Finance Authority, a joint powers authority, ("GSFA") and County of Nevada.

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.
- Nevada 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 \$19,098.00 funding as set forth herein ("Grant Funds") to County of Nevada for direct financial assistance for temporary stable housing and/or shelter to individuals and families within Nevada 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 nineteen thousand ninety eight Dollars (\$19,098.00), to County of Nevada 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 Nevada 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 County of Nevada hereunder shall be the amount allocated to Nevada County pursuant to Paragraph 2, not to exceed \$19,098.00. In no event shall GSFA's obligation under this Agreement exceed \$19,098.00.

### III.     Contacts:

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

John Gulserian  
950 Maidu Avenue  
Nevada City, CA 95959  
530-265-1515  
[John.Gulserian@co.nevada.ca.us](mailto:John.Gulserian@co.nevada.ca.us)

The primary contact person for GSFA is:

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

### IV.     Expenditures:

- County of Nevada 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 Nevada 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.
  - County of Nevada 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. County of Nevada 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 County of Nevada 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. County of Nevada 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, County of Nevada 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, County

of Nevada 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:

County of Nevada 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:

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

**County of Nevada**

_____ Steve Monaghan Director Emergency Services	_____, 2018 Date
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**GOLDEN STATE FINANCE AUTHORITY**

By: _____ Greg Norton, Executive Director	_____, 2018 Date
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