

**Golden State Finance  
Authority (GSFA)  
Board of Directors Meeting**



**Thursday, May 2, 2019  
10:00 a.m.**

**The Oasis at Death Valley  
Gold Rush Room  
Highway 190, Death Valley, CA 92328**



**Golden State Finance Authority (GSFA)  
Board of Directors Meeting  
Thursday, May 2, 2019, 10:00 a.m.  
The Oasis at Death Valley (The Inn)  
Gold Rush Room, Highway 190  
Death Valley, CA 92328**

**AGENDA**

1. **Call to Order & Determination of Quorum**  
*Chair, Supervisor Kevin Cann, Mariposa County  
Vice Chair, Supervisor Bob Williams, Tehama County*
2. **Approval of Minutes – March 13, 2019 Board Meeting** **Page 1**  
*Board Members absent from the meeting will be recorded as abstained unless the Board Member indicates otherwise*
3. **Member County Concerns**
4. **Public Comments**  
*At this time any member of the public may address the Board. Speakers are asked to state their name for the record. Comments are usually limited to no more than 3 minutes per speaker.*
5. **GSFA Resolution 19-06, and related actions to create a new nonprofit corporation, Golden State Natural Resources, Inc., for promoting public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, rural economic development, and related public purposes - ACTION** **Page 5**  
*Greg Norton, Executive Director*
5. **GSFA Resolution 19-07: 2018/19 Disaster Relief Assistance – ACTION** **Page 23**  
*Arthur Wylene, RCRC Legal Counsel  
Lisa McCargar, Chief Financial Officer*
6. **GSFA Resolution 19-08: Amended 2017 Disaster Relief Assistance Allocation – ACTION** **Page 53**  
*Lisa McCargar  
Arthur Wylene*
7. **GSFA Resolution 19-09: Authorizing the GSFA Multi-Family Action Team to Approve Specific Public Infrastructure Financing Projects – ACTION** **Page 61**  
*Greg Norton  
Lisa McCargar*

## **8. Adjournment**

Meeting facilities are accessible to persons with disabilities. By request, alternative agenda document formats are available to persons with disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participant in a public meeting, please call Sarah Bolnik at (916) 447-4806 at least 48 hours before the meeting.

Agenda items will be taken as close as possible to the schedule indicated. Any member of the general public may comment on agenda items at the time of discussion. In order to facilitate public comment, please let staff know if you would like to speak on a specific agenda item.

**Golden State Finance Authority  
Board of Directors Meeting  
March 13, 2019  
11:00 a.m.  
1215 K Street, Suite 1650  
Sacramento CA 95814  
916-447-4806**

**MINUTES**

**Call to Order & Determination of Quorum**

Chair, Supervisor Kevin Cann, Mariposa County, called the meeting to order at 11:07 a.m. A quorum was determined at that time. Those present:

<b><u>Supervisor</u></b>	<b><u>County</u></b>
David Griffith	Alpine
Brian Oneto	Amador
Doug Teeter	Butte
Jack Garamendi	Calaveras
Denise Carter	Colusa
Gerry Hemmingsen	Del Norte
Lori Parlin	El Dorado
Rex Bohn	Humboldt
Michael Kelley	Imperial
Matt Kingsley	Inyo
Bruno Sabatier	Lake
Aaron Albaugh	Lassen
David Rogers	Madera
Kevin Cann	Mariposa
Carre Brown	Mendocino
Daron McDaniel	Merced
Ned Coe	Modoc
Stacy Corless	Mono
Diane Dillon	Napa
Dan Miller	Nevada
Jim Holmes	Placer
Anthony Botelho	San Benito
John Peschong	San Luis Obispo
Les Baugh	Shasta
Lee Adams	Sierra
Mat Conat	Sutter
Bob Williams	Tehama
Bobbi Chadwick	Trinity
Sherri Brennan	Tuolumne

Randy Fletcher                      Yuba  
Gary Sandy                          Yolo

**Absent**

John Viegas                          Glenn  
Kevin Goss                          Plumas  
Michael Kobseff                      Siskiyou  
Kuyler Crocker                      Tulare

**Others in Attendance**

Greg Norton, Executive Director  
Craig Ferguson, Deputy Director  
Lisa McCargar, Chief Financial Officer  
Crystal Crawford, Ygrene Energy Fund  
Robert Bendorf, Jr., Ygrene Energy Fund  
Michael Likosky, RCRC Director of Infrastructure Finance  
Barbara Hayes, RCRC Chief Economic Development Officer  
Sarah Bolnik, RCRC Economic Development Specialist  
Justin Caporusso, RCRC Vice President External Affairs  
Santinia Pasquini, RCRC External Affairs Coordinator  
Paul A. Smith, RCRC Vice President Governmental Affairs  
Arthur Wylene, RCRC Legal Counsel  
Tracy Rhine, RCRC Legislative Advocate  
Staci Heaton, RCRC Regulatory Affairs Advocate  
Mary-Ann Warmerdam, RCRC Senior Legislative Advocate  
Maggie Chui, RCRC Governmental Affairs Coordinator  
John Kennedy, RCRC Legislative Advocate  
Leigh Kammerich, RCRC Regulatory Affairs Coordinator  
Meagan Harris, RCRC Client Relations Representative  
Supervisor Miles Menetrey, Mariposa County  
Randy Hanvelt, Former Tuolumne Supervisor  
Jamme Yang, Yuba County

**Approval of Minutes – January 16, 2019 Board Meeting**

*Board Members absent from the meeting will be recorded as abstained unless the Board Member indicates otherwise*

**Supervisor Les Baugh, Shasta County, motioned to approve the minutes of the January 16, 2019 GSFA Board of Directors Meeting. Supervisor Sherri Brennan, Tuolumne County, seconded the motion. Motion unanimously passed.**

***Abstaining:***

***Supervisor Doug Teeter, Butte County; Supervisor Rob Brown, Lake County; Supervisor Anthony Benito County; Supervisor Jim Provenza, Yolo County***

**Member County Concerns**

None

**Public Testimony**

None

**GSFA Resolution 19-03: Authorizing the Appointment of the GSFA Multi-Family Action Team**

Craig Ferguson, Deputy Director, discussed with the GSFA Board of Directors, the need for the re-appointment of the GSFA Multi-Family Action Team for 2019, and provided an overview of GSFA Resolution 19-03 which authorizes the appointment of the GSFA Multi-Family Action Team. GSFA Chair, Supervisor Kevin Cann, appointed the following five Supervisors to serve on the 2019 Action Team:

1. Supervisor Rex Bohn, Humboldt County
2. Supervisor Les Baugh, Shasta County
3. Supervisor Daron McDaniel, Merced County
4. Supervisor Bob Williams, Tehama County
5. Supervisor Kevin Cann, Mariposa County

Mr. Ferguson explained that the action team was created to facilitate and implement the operation of Multi-Family housing projects. Many of these projects require submission of an application during a time frame when there are not any scheduled GSFA Board of Directors meetings. The Action team has the ability to review and approve the submission of an application with only a few days' notice.

**Recommendation:**

It is recommended that the GSFA Board of Directors:

1. Review and approve GSFA Resolution 19-03: Authorizing the appointment of a multi-family review and approval action team made up of five delegates to review and approve specific multi-family projects including financing amount, all necessary documents, and all other necessary steps to implement the program on behalf of GSFA.
2. Following appointment by the GSFA Chair, approve the five-member Multi-Family Action Team.

**Supervisor Dan Miller, Nevada County, motioned to approve GSFA Resolution 19-03. Supervisor Randy Vasquez, Yuba County, seconded the motion. Motion passed.**

**GSFA Resolution 19-04: Certificate of Incumbency**

Craig Ferguson discussed GSFA Resolution 19-04. Mr. Ferguson explained that GSFA is working with Freddie Mac and Resolution 19-04 is a formality for Freddie Mac to show that the Board of Directors supports and stands behind authorizing individuals to sign on behalf of GSFA.

### **Recommendation**

It is recommended that the GSFA Board of Directors approve GSFA Resolution 19-04 authorizing assigned staff to operate the DPA program in conjunction with Freddie Mac, including the wiring of funds.

**Supervisor Dan Miller, Nevada County, motioned to approve GSFA Resolution 19-04. Supervisor Randy Fletcher, Yuba County, seconded the motion. Motion unanimously passed.**

### **Program Updates**

Craig Ferguson provided an update on the existing Housing and Energy Programs. Mr. Ferguson introduced Crystal Crawford from Ygrene Energy Fund. Ms. Crawford distributed the 2018 Annual report to the Board of Directors and reported that a recent study performed by USC showed that PACE had economic benefits to local governments and the state as a whole. Ms. Crawford also noted that PACE financing can now be used for fire protection.

### **Economic Development Updates**

Barbara Hayes, RCRC Chief Economic Development Officer, provided an update on Economic Development activities, and introduced the Economic Development team. Ms. Hayes discussed foundational economic development, and how the GSFA team would serve as a support to the county economic development champions in each member county. Ms. Hayes discussed the three industry areas of focus the team is working on: forest resiliency, broadband deployment, and infrastructure.

Ms. Hayes reminded the Board of Directors of the infrastructure project survey that was sent out in the past year. Currently 28 of the 35-member counties have responded bringing the total number of projects identified to over 250. These projects have been and will continue to be presented to key decision-makers for funding.

Ms. Hayes introduced Michael Likosky, Director of Infrastructure, who spoke briefly about recently announced federal funding in the amount of \$200 billion for infrastructure.

### **Adjournment**

GSFA Chair, Supervisor Kevin Cann, Mariposa County, adjourned the meeting of the GSFA Board of Directors at 11:33 a.m.





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**To:** GSFA Board of Directors

**From:** Greg Norton, Executive Director

**Date:** April 24, 2019

**Re:** GSFA Resolution 19-06, and related actions to create a new nonprofit corporation, Golden State Natural Resources, Inc., for promoting public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, rural economic development, and related public purposes – **ACTION**

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### **Summary**

This memo addresses possible creation of a new tax-exempt nonprofit corporation to pursue innovative and financially viable approaches to forest management and wildfire risk reduction. Golden State Finance Authority (GSFA) would sponsor the creation of the new entity proposed to be called Golden State Natural Resources (GSNR).

### **Background**

Over the past few years, GSFA has been exploring innovative approaches to fire fuels and wildfire risk reduction, with the objective of harnessing market forces to finance the cost of reducing fire fuels on public and private forest lands promoting forest resiliency on a large scale. During this process, GSFA has identified opportunities for the processing and re-sale of materials derived from forest fire fuel reduction activities that have the potential to finance activities on a large scale, while also providing beneficial environmental outcomes and rural economic development including job retention and creation.

Pursuing these opportunities will require raising significant public and private funds for the initial and on-going capital investments and operating resources necessary to establish, develop and operate the program. This includes significant asset purchase, infrastructure development and improvement as well as operating activity. It will also require significant staff and various private contractor involvement.

GSFA has been in discussion with a third-party logistics and operations entity, legal counsel, investor representatives and other stakeholders to develop the optimal organizational structure to further explore and pursue these opportunities. GSFA has also been in regular contact with the USFS as well as numerous State Agencies regarding the project. The general principles for the project structure are:

- Protect and enhance the quality of life in California's rural counties
- Dedication to rural community public benefit and purpose
- Reduce fire fuels and promote healthy resilient forests
- Enhance public safety – life and property
- Contribute to environmentally beneficial outcomes
  - Air quality
  - Carbon sequestration
  - Watershed health
  - Wildlife habitat
- Improve rural economies and create jobs
  - Force multipliers – project related jobs; ancillary job growth; innovation campuses; broadband deployment; infrastructure development
  - Improve Rural Community tax bases
- Fiduciary responsibility to investors, stakeholders, contractors, communities and the organization
- Leadership and operational integrity
  - Compliance, Safety, Character, Fiduciary responsibilities
- GSFA/GSNR entity leadership and project control on behalf of rural counties
- Focus on the long view

Focus will be given to reducing or eliminating risk exposure for GSFA, RCRC and existing affiliated entities associated with the program (e.g., from program operations or investor-related risks).

Based upon the foregoing principles and proposed projects, it is advisable to create a new nonprofit corporation, Golden State Natural Resources, Inc., with the purpose of promoting forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, rural economic development, and public purposes related thereto. Upon formation, Counsel would seek an IRS private letter ruling on behalf of the new corporation, requesting that the IRS recognize the corporation as charitable organization that lessens the burdens of government, thus qualifying for tax exemption under Section 501(c)(3) of the Internal Revenue Code, and designate all of the corporation's revenues as tax exempt.

The initial proposed Articles of Incorporation and Bylaws for Golden State Natural Resources, Inc. are attached. It is recommended that the initial GSNR Board of Directors be comprised of two members of the GSFA Board, two members of the RCRC Board, and the RCRC President or designee. The Bylaws allow for the addition

of four additional directions for a total of nine directors, as determined by the GSNR Board. It is anticipated that the GSNR Board will be expanded to include subject matter experts and/or persons representing the perspective of program investors; however, directors designated by GSFA and RCRC will retain majority voting control at all times.

The proposed project structure otherwise contemplates a close relationship between GSNR and both GSFA and RCRC. GSFA, as a public entity, would have overall responsibility for overseeing the programs operated by GSNR, and would enter into intergovernmental agreements with state and federal agencies as necessary to facilitate the program. RCRC would provide high-level administrative staff and services to GSNR, and, as a nonprofit entity, would be the recipient of any excess resources generated by GSNR (on an annual basis, and upon dissolution).

After creation of the new corporation, there will remain many details of the proposed program that require further development – and may necessitate revision to the foregoing corporate documents. Any decision to substantially alter the corporate purposes of the new entity will be brought before the full GSFA Board – as will any decision involving a significant commitment of funds or staff resources by RCRC or GSFA. Creation of the new entity is nonetheless necessary at this time in order to provide a framework for further pursuing opportunities that are both fiscally viable, meet market needs, and avoid undue risk exposure for GSFA or RCRC.

### **Recommendation**

It is recommended that the GSFA Board of Directors take the following actions:

1. Approve the attached Articles of Incorporation and Bylaws, and direct creation of Golden State Natural Resources, Inc.
2. Approve GSFA Resolution 19-06: Recognizing Golden State Natural Resources, Inc. as a Charitable Organization that Serves the Public Purposes of GSFA and Lessens the Burdens of Government.
3. Direct counsel to submit an IRS private letter ruling request on behalf of Golden State Natural Resources, Inc.
4. Designate two members of the GSFA Board to serve on the GSNR Board of Directors.

### **Attachment(s)**

- GSFA Resolution 19-06
- Proposed Articles of Incorporation for Golden State Natural Resources, Inc.
- Proposed Bylaws for Golden State Natural Resources, Inc.



## **GSFA RESOLUTION NO. 19-06**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE GOLDEN STATE FINANCE AUTHORITY (GSFA) RECOGNIZING GOLDEN STATE NATURAL RESOURCES, INC. AS A CHARITABLE ORGANIZATION THAT SERVES THE PUBLIC PURPOSES OF GSFA AND LESSENS THE BURDENS OF GOVERNMENT**

WHEREAS, the Golden State Finance Authority (the "Authority") is a joint powers agency, created under California law, and is authorized to finance the construction, acquisition, improvement and rehabilitation of real property in furtherance of the public functions of its member counties; and

WHEREAS, promoting public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and rural economic development, and related activities are essential governmental functions of the Authority's member counties, and constitute burdens of the Authority and its member counties; and

WHEREAS, to assist member counties in exercising the foregoing essential governmental functions, and to lessen the foregoing burdens of government, the Authority finds it necessary and desirable to create Golden State Natural Resources, Inc, and provide initial and ongoing financing for the construction, acquisition, improvement and rehabilitation of those properties, facilities, and equipment necessary to operate public programs to promote public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and rural economic development; and

WHEREAS, such financing may be provided most economically, and at lowest risk to the Authority and its member counties, through the creation of a nonprofit corporation exempt from California and federal income tax; and

WHEREAS, there is being created Golden State Natural Resources, Inc., a California nonprofit corporation ("GSNR"), which will apply for an exemption from income taxation under California law and the Internal Revenue Code; and

WHEREAS, the net income and resources of GSNR will ultimately accrue to the Rural County Representatives of California (RCRC), and should the RCRC cease to exist, to RCRC's member counties; and

WHEREAS, Internal Revenue Service regulations provide that "lessening of the burdens of Government" is a charitable purpose that may qualify an organization for exemption from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

NOW, THEREFORE BE IT RESOLVED that the Authority, as a governmental agency, approves and endorses the creation of GSNR and its defined public purposes of promoting public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and rural economic development, and declares those purposes to constitute essential governmental functions.

BE IT FURTHER RESOLVED that the Authority recognizes GSNR's purposes of promoting public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and rural economic development as burdens of government, and declares that the formation and operation of GSNR will lessen those burdens.

BE IT FURTHER RESOLVED that the Executive Director of the Authority is hereby authorized and directed to support and assist GSNR's request for an Internal Revenue Service ruling that GSNR qualifies for exemption from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

BE IT FURTHER RESOLVED that the Executive Director is further empowered to perform all things necessary and proper to accomplish this goal.

PASSED APPROVED AND ADOPTED by the Board of Golden State Finance Authority, the 2<sup>nd</sup> day of May 2019, by the following vote:

Golden State Finance Authority

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2019 Chair of the Board

I certify that the foregoing resolution is a true and accurate copy of GSFA Resolution No. 19-06, approved by the governing board of the Golden State Finance Authority on May 2, 2019 in Death Valley, California.

Date: May 2, 2019

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Craig Ferguson, Secretary

**ARTICLES OF INCORPORATION**  
**OF**  
**GOLDEN STATE NATURAL RESOURCES, INC.**  
**A California Nonprofit Public Benefit Corporation**

**Section 1. Name.** The name of the corporation is Golden State Natural Resources, Inc.

**Section 2. Purposes.** This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes. This corporation is organized exclusively for the purpose of promoting public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, rural economic development, and public purposes related thereto.

**Section 3. Agent.** The corporation's initial agent in California for service of process is Gregory Norton, 1215 K Street, Suite 1650, Sacramento, California 95814.

**Section 4. Distribution of Assets Upon Dissolution.** On the winding up and dissolution of the corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to the Rural County Representatives of California ("RCRC"), or if such organization no longer exists, on a proportionate basis to the Counties which were members of RCRC.

**Section 5. Members.** The corporation shall have no members.

Dated this 2nd day of May 2019.

\_\_\_\_\_  
Gregory Norton, Incorporator

I hereby declare under penalty of perjury under the laws of the State of California that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed, on May 2, 2019.

\_\_\_\_\_  
Gregory Norton, Incorporator





BYLAWS  
OF  
GOLDEN STATE NATURAL RESOURCES, INC.  
A California Nonprofit Public Benefit Corporation

**Section 1. Name.** The name of the corporation shall be Golden State Natural Resources, Inc.

**Section 2. Principal Office.** The principal office of the corporation in the State of California shall be located at 1215 K Street, Suite 1650, Sacramento, California 95814. The Board of Directors (the "Board") may change the location of the principal office by resolution at any time. The Board may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to conduct its activities.

**Section 3. Purposes and Limitations**

(a) *General Purposes.* This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes.

(b) *Specific Purposes.* This corporation shall exclusively engage in promoting public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, rural economic development, and public purposes related thereto.

(c) *Limitations.*

(i) No part of the net earnings of this corporation shall inure to the benefit of private individuals; provided, however, that the corporation may pay reasonable compensation for services rendered by individuals.

(ii) All corporate property is irrevocably dedicated to the purposes set forth in the Articles of Incorporation. On the winding-up and dissolution of this corporation, after paying or adequately providing for the debts, obligations and liabilities of the corporation, the remaining assets of this corporation shall be distributed to the Rural County Representatives of California ("RCRC") or if such organization no longer exists, on a proportionate basis to the counties which were members of RCRC.

(iii) The corporation shall have and exercise all powers and rights conferred upon nonprofit corporations by the California Nonprofit Public Benefit Corporation Law, as amended, and all powers and rights not otherwise precluded by the laws of the State of California which are approved by its

governing board as necessary and appropriate for accomplishing its purposes set forth above. Except as provided in the Articles of Incorporation, these Bylaws shall govern management of the corporation's affairs.

(d) *Excess Revenues.* This corporation shall transfer to RCRC all resources in excess of the corporation's business operating needs. The amounts of such excess resources shall be determined and transferred by the Chief Financial Officer and a Vice President designated by the President on not less frequently than an annual basis. Any transfer of funds pursuant to this Section shall be approved by the President.

#### **Section 4. Members; Advisory and Honorary Classifications.**

(a) The corporation shall have no members. There may be persons or entities referred to by the corporation as "members" even though those persons or entities are not voting members under these Bylaws, but no such reference shall constitute anyone a member within the meaning of Section 5056 of the California Corporations Code. The corporation may not establish or grant rights of membership to any person or entity within the meaning of Section 5056 of the California Corporations Code except by amendment to these Bylaws.

(b) The Board may establish such advisory or honorary boards or committees it deems necessary to assist the Board in the furthering the corporation's purposes.

#### **Section 5. Directors.**

(a) *General Powers.* Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or these Bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised by or under the direction of the Board.

(b) *Specific Powers.* Without limiting the general powers set forth above except as provided therein, the Board shall have the power to:

(i) Prescribe powers and duties for the corporation's officers that are consistent with the law, the Articles of Incorporation and these Bylaws; fix their compensation; and if appropriate, require from them security for faithful performance of their duties.

(ii) Change the principal office or business offices in California from one location to another; qualify the corporation to do business in any other state, territory, dependency or country, and conduct activities within or outside California; and designate any place within or outside California for holding any meeting sponsored by the Board or of the Board.

(iii) Adopt and use a corporate seal and alter the form of the seal.

(iv) Borrow money and incur indebtedness on behalf of the corporation and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.

(v) Any other powers not specifically precluded by the California Nonprofit Public Benefit Corporation Law.

(c) ***Number and Qualification of Directors.*** The authorized number of directors shall be not fewer than five nor more than nine, the exact number to be determined by the Board.

(d) ***Restriction on Interested Persons.*** Not more than 49% of the persons serving on the Board may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of such person. However, any violation of the provisions of this section shall not affect the validity of enforcement of any transaction entered into by the corporation.

(e) ***Designation and Term of Office; Removal.*** The directors of the corporation shall be the currently serving President of RCRC (or their designee); two members of the Board of Directors of RCRC, designated by the RCRC Board; and two members of the Board of Directors of the Golden State Finance Authority ("GSFA"), designated by the GSFA Board. The term of office for directors designated by the RCRC Board or GSFA Board shall be one year, provided that any director designated by the RCRC Board or GSFA Board may be removed by their designator at any time without cause. Directors may serve for an unlimited number of additional one-year terms, consecutively or not. If the Board is expanded, the terms and manner of selection of the additional Board members will be established by the Board.

(f) ***Vacancies on the Board.*** A vacancy on the Board shall exist on the occurrence of any of the following: (i) death or resignation of any director; (ii) declaration by a resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by an order of a court or competent jurisdiction, convicted of a felony or found by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law; (iii) the increase of the authorized number of directors; (iv) the failure of the Board to elect the number of directors required to be elected at an annual meeting; or (v) removal in accordance with these Bylaws or the California Nonprofit Public Benefit Corporation Law.

No reduction of the authorized number of directors shall have the effect of removing any director before that directors' term of office expires.

In the event of a vacancy in office of a director chosen by designation of the RCRC Board or GSFA Board, the RCRC Board or GSFA Board, as applicable, shall designate another qualified member to serve as director of the corporation.

(g) **Resignations.** Except as provided below, any director may resign by giving written notice to the presiding officer of the Board or to the Secretary of the corporation. A resignation shall be effective when given unless it specifies a later time to become effective. Except on notice to the Attorney General of California, no director may resign if the corporation would be left without a duly elected director or directors.

(h) ***Meetings of the Board***

(i) **Place.** The Board shall meet at the principal office of the corporation, or at such other place as may be designated in the notice of the meeting.

(ii) **Manner.** Any meeting may be held by conference telephone or similar communication equipment as long as all directors participating in the meeting can hear one another. All such directors shall be deemed to be present in person at such a meeting.

(iii) **Regular Meetings.** A regular meeting for purposes of organization, election of officers and transaction of other business shall be held at least annually and more frequently if necessary at the time and place designated by the Board. The Secretary shall provide four days' notice by first-class mail or 48 hours' notice delivered personally or by telephone, including a voice messaging system or by electronic transmission, to each Director of the time, place and preliminary agenda for such meetings, except where greater notice is required by law; failure to provide such notices shall not invalidate such meeting provided the agenda for the meeting is posted. Mailed notice shall also be provided to any person or entity requesting notice.

(iv) **Special Meetings.** Special meetings of the Board may be called by the Chair if Directors have been provided at least four days' notice by first-class mail or 48 hours' notice delivered personally or by telephone, including a voice messaging system or by electronic transmission, of the time, place and purpose of such meeting, unless greater notice is required by law. No business may be conducted at a special meeting except as stated in such notice.

(v) **Resolution and Minute Orders.** The Board of Directors may act by resolution or by orders entered in full in the minutes of the Board. A majority affirmative vote of all Directors then in office shall be sufficient for the adoption of all resolutions or orders unless otherwise stated in these Bylaws or allowed by the California Nonprofit Public Benefit Corporation Law.

(vi) **Adjournment.** A majority of the directors' present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original

meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment. The Board may also reconvene at the time fixed for the next regular meeting of the Board, or such other time as may be announced in the order of adjournment.

(vii) *Closed Sessions.* Directors may convene in closed session unless prohibited by otherwise applicable law. All other meetings of the Board shall be open to the public, and the public shall, subject to such reasonable time restrictions as the Board may establish, have a right to address the board on items appearing on the agenda and under public comment. Prior to convening in closed session, the Board shall make such announcements as may be required by otherwise applicable law. At the conclusion of any closed session meeting, the Board shall make such reports as may be required by applicable law.

(viii) *Rules of Order.* All meetings of the Board and its committees shall be conducted in accordance with Robert's Rules of Order, subject to any overriding effect of these Bylaws, other rule of the Board or applicable law. The substance and nature of each agenda item shall be reflected clearly on the agenda.

(ix) *Quorum of the Board.* A simple majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn the meeting. Every action taken, or decision made by a majority of all directors then in office shall be the act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including without limitation those provisions relating to (A) approval of contracts or transactions in which a director has a direct or indirect material financing interest, (B) approval of certain transactions between corporations having common directorships, (C) creation of and appointment to committees of the Board and (D) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business despite the withdrawal of directors if any action taken or decision made is approved by the minimum number of directors required by these bylaws or the California Nonprofit Public Benefit Corporation Law, whichever is greater.

(i) *Compensation and Expense Reimbursement.* Directors and committee members may receive such compensation for their services as directors or officers, and such reimbursement of expenses, as the Board may determine by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

(j) *Committees.* The Board may appoint or dissolve any advisory or honorary committees deemed necessary and appropriate for the conduct of the corporation's business. The Board may not delegate any authority to such a committee, and no committee may take any action or decision in the name of or on behalf of the corporation or bind the corporation in any way. Meetings of such committees shall be governed by the provisions of these Bylaws applicable generally to the Board, minutes of which shall be submitted to the Secretary of the

Corporation, and the board may, in its discretion, reimburse such committee members for their expenses of attending such meetings.

(k) *Compliance with Brown Act.* Notwithstanding any other provision in these Bylaws, all meetings of the Board shall be conducted pursuant to the provisions of the Ralph M. Brown Act, California Government Code Sections 54950 et seq., (the "Brown Act"), as it exists on the date of the adoption hereof or as may from time to time hereafter be amended, and any conflict between the provisions of these Bylaws and the Brown Act shall be resolved in favor of the provisions of the Brown Act.

(l) *Duty to further public purposes.* The duty of the directors to operate the corporation in a manner that furthers the public purposes set forth in Section 3.b of these Bylaws shall override any duty that the directors, or any of them, may have to operate any program or activity of the corporation for the financial benefit of any person.

## **Section 6. Officers.**

(a) *Officers of the Board.* The officers of the Board shall be the Chair (who shall be a member of the Board of Directors of GSFA) and the Vice Chair (who shall be a member of the Board of Directors of RCRC). The Chair shall preside at all meetings of the Board and shall have such powers and shall discharge such duties as may be required of them in the Articles of Incorporation, these Bylaws, the California Nonprofit Public Benefit Corporation Law, and by the Board. The Vice Chair shall fulfill the duties of the Chair in the absence or disability of the Chair, and when so acting shall have all the powers of and be subject to all limitations on the Chair and have such other duties as may be prescribed by the Board.

(b) *Officers of the Corporation.* Officers of the corporation shall be the President, the Secretary and the Chief Financial Officer.

(i) *President.* The President shall be the chief executive officer of the corporation and shall, subject to the advice and control of the Board, direct and control the affairs of the corporation.

The President shall be the President (or his or her designee) of RCRC.

The President shall execute contracts on behalf of the corporation pursuant to specific authorization by the Board or through the annual budget of the corporation. The President shall perform such other duties incident to his or her position as may be provided in the California Nonprofit Benefit Corporation Law or these Bylaws, or as directed by the Board.

(ii) *Chief Financial Officer.* The Chief Financial Officer shall be the Chief Financial Officer of RCRC. The Chief Financial Officer shall be ex officio the Treasurer of the corporation and shall serve at the pleasure of the President of RCRC. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, complete

and accurate accounts of all receipts and disbursements of the corporation, including accounts of its assets and liabilities. The Chief Financial Officer shall deposit or caused to be deposited all moneys and other valuables in the name and to the credit of the corporation in such depositories as may be determined by the President. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board and shall regularly render to the board an account of the actions of the Chief Financial Officer and of the financial condition of the corporation.

Debits and payments from the corporate accounts of less than \$5,000 shall require the signature of either the President or Chief Financial Officer or such other individual as may be authorized by the Board; debits and payments of \$5,000 or more shall require the signature of the President and Chief Financial Officer or such other individual as may be authorized by the Board. The Chief Financial Officer shall render quarterly written financial reports to the Board setting forth all income received, and expenditures made since the previous report and the balance of unexpended corporate funds as of the date of such report.

(iii) *Secretary.* The secretary of the corporation shall be the Secretary of RCRC.

The Secretary shall oversee the preparation and safekeeping of the minutes of meetings of the Board, the corporate seal and of such other records as may be required by these Bylaws or the Board. The Secretary shall be responsible for filing all necessary corporate reports with appropriate governmental regulatory agencies in a timely manner and shall promptly notify the Board of communications with such agencies.

(iv) *Additional officers.* The President shall have the right to appoint additional officers as needed. Such officers shall have a term of three years, unless otherwise removed from office by the President.

## **Section 7. Indemnification.**

(a) To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, agents and other persons described in Section 5238(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in Section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described by that Section. "Expenses" as used herein, shall have the same meaning as in Section 5239(a) of the California Corporations Code.

(b) On written request to the Board by any person seeking indemnification under Section 5238(b) or (c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) thereof whether the applicable standard of conduct set forth in Section 5238(b) or (c) thereof has been met and, if so, the board shall authorize indemnification.

(c) To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification hereunder in defending any proceeding covered hereby shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.

(d) This section does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may be also be an agent of the corporation. Nothing contained herein shall limit any right to indemnification to which such a trustee, investment manager or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

(e) Any amendment, repeal or modification of any provision of this section shall not adversely affect any right or protection of a director, officer, employee or agent of the corporation existing at the time of such amendment, repeal or modification.

## **Section 8. Fidelity Bonds; Insurance**

(a) *Bonds.* The President and the Chief Financial Officer shall post a fidelity bond in the amount to be fixed by the Board. The President may at any time require any officer or employee to post a bond in an amount determined by the President. Any other officer or employee authorized to handle funds of the corporation may be required to post a bond as a precondition to the discharge of any such functions. Premiums for any bond required pursuant to this paragraph shall be paid by the corporation.

(b) *Insurance.* The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees and other agents against any liability asserted against or incurred by any officer, director, employee or agent in such capacity or arising out of the officer's, director's, employee's or agent's status as such.

## **Section 9. Records and Reports.**

(a) *Maintenance and Inspection Rights.* The corporation shall keep adequate and correct books and records of account, written minutes of meetings and a record of directors' names and addresses. The corporation shall keep at its principal office the original or a copy of the Articles of Incorporation and these Bylaws as amended to date. Every director and officer shall have the absolute right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties and the records of each, if any, subsidiary. Inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.



(b) *Annual Report*

(i) The Board shall cause an annual report to be made within 120 days after the end of the corporation's fiscal year, containing the following information in appropriate detail for the fiscal year: (A) assets and liabilities, including trust funds, of the corporation as of the end of the fiscal year; (B) principal changes in assets and liabilities, including trust funds; (C) revenue or receipts of the corporation, both unrestricted and restricted to particular purposes; (D) expenses or disbursement of the corporation for both general and restricted purposes; and (E) any other information required by these Bylaws. The annual report shall be accompanied by any report on it of independent accountants or, if there is none, by the certificate of the Chief Financial Officer that the report was prepared without audit from the corporation's books and records. This requirement of an annual report shall not apply if the corporation received less than \$25,000 in gross receipts during the fiscal year; provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors who request it in writing.

(ii) As part of the annual report, or as a separate document if no annual report is issued, the corporation shall annually prepare and mail or deliver to each director a statement of any transaction or indemnification of the following kind within 120 days after the end of the corporation's fiscal year:

(A) Any transaction (1) in which the corporation, its parent or its subsidiary was a party, (2) in which an "interested person" had a direct or indirect material financial interest and (3) which involved more than \$50,000 or was one of a number of transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either of the following: (a) any director or officer of the corporation, its parent or subsidiary (but more common directorship shall not be considered such an interest); or (b) any holder of more than 10% of the voting power of the corporation, its parent or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest in the transaction and, if practical, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(B) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation hereunder.

**Section 10. Construction and Definitions.** Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular and the term "person" includes both a legal entity and a natural person.

**Section 11. Amendments.** Subject to the provisions of these Bylaws set forth herein, the Board may adopt, amend or repeal bylaws. The Boards may not extend the term of a director beyond that for which the director was elected except by re-electing such director as provided herein. If any provision of these Bylaws requires the vote of a larger proportion of the Board than is otherwise required by law, that provision may not be altered, amended or repealed except by that greater vote.

**Section 12. Certificate of Secretary.**

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of Golden State Natural Resources, Inc., a California nonprofit public benefit corporation, that the above Bylaws, consisting of 10 pages, are the Bylaws of this corporation as adopted by the Board of Directors on \_\_\_\_\_, 2019 and that they have not been amended or modified since that date.

Executed on \_\_\_\_\_, 2019 at \_\_\_\_\_, California



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**To:** GSFA Board of Directors

**From:** Lisa McCargar, Chief Financial Officer  
Arthur Wylene, RCRC Legal Counsel

**Date:** April 24, 2019

**Re:** GSFA Resolution 19-07: 2018/19 Disaster Relief Assistance - **ACTION**

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**Summary**

GSFA requests Board approval for the allocation and expenditure of \$1,000,000 of disaster relief assistance funding to Butte and Shasta Counties to aid victims of the Camp and Carr Fires.

**Background**

The 2018 GSFA budget included \$1,000,000 for disaster relief assistance to member counties impacted by wildfire. This assistance had not yet been allocated to specific counties. In prior years, GSFA's disaster relief funding has been allocated to member counties pro rata, based on the number of residences destroyed, and most of the funds have been distributed as small grants (typically \$2,500) to individual households.

In light of the unprecedented scale of the 2018 wildfires, it is recommended that a different approach to allocating and expending the 2018 disaster relief assistance funds. Individual grants to each affected household would be infeasible, and the amount for each household would not be sufficient to provide meaningful assistance. Instead a partnership with organizations in the most heavily impacted counties should be developed to provide more focused programs that will utilize GSFA's funds to insure the greatest benefit to the most vulnerable fire victims. Specifically, it is recommended allocating **\$750,000 to Butte County** for residents impacted by the Camp Fire, and **\$250,000 to Shasta County** for residents impacted by the Carr Fire.

**Butte:** Of the Butte County allocation, **\$25,000** would be granted to United Policyholders, to support that organization's efforts to assist impacted homeowners in obtaining and maximizing insurance benefits. The remaining funds would be distributed to the County of Butte (**\$250,000**) and the Town of Paradise (**\$475,000**) to fund incentives who are rebuilding homes in those jurisdictions. GSFA Resolution 19-07 would approve the proposed grant contracts with United Policyholders and the County of Butte and would authorize the Executive Director to negotiate and approve a similar contract with the Town of Paradise.

Shasta: Shasta County's allocation (\$250,000) would be granted to the Shasta Regional Community Foundation (SRCF), an experienced and reputable nonprofit in Shasta County. The grant would fund payment of permit fees and installation of sprinkler systems for uninsured and underinsured residents who are rebuilding homes to current code. GSFA Resolution 19-07 would also approve the proposed grant contract with SRCF.

**Recommendation**

It is recommended that the Board of Directors review and approve GSFA Resolution 19-07.

**Attachment**

- GSFA Resolution 19-07
- Proposed Grant Agreement with County of Butte
- Proposed Grant Agreement with United Policyholders
- Proposed Grant Agreement with SRCF (including Exhibit "A")

## GSFA RESOLUTION NO. 19-07

### APPROVING DISASTER RELIEF ASSISTANCE FOR RESIDENTS OF THE COUNTIES OF BUTTE AND SHASTA AFFECTED BY THE CAMP AND CARR FIRES, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS RELATING THERETO

WHEREAS, the Golden State Finance Authority ("GSFA") is a joint powers authority comprised of member and associate member counties and cities, which provides affordable housing and energy efficiency programs; and

WHEREAS, due to the tremendous loss of homes and the housing instability that resulted from the catastrophic wildfires since 2015, GSFA has provided grant funding for the purpose of assisting GSFA member county residents who lost their homes or have experienced financial loss or fire-related expense that impairs their ability to maintain housing in the State and/or federally declared disaster area; and

WHEREAS, the Counties of Butte and Shasta are members of GSFA; and

WHEREAS, the Camp Fire, which commenced November 8, 2018 in Butte County, California, was the most destructive fire in California history. 13,972 residences, 528 commercial and 4,293 other buildings were destroyed, including large portions of the Town of Paradise, and at least 86 people were killed. The Camp Fire has been declared a state and federal disaster; and

WHEREAS, the Carr Fire, which commenced July 23, 2018 in Shasta County, California, was immensely destructive, burning nearly 230,000 acres and destroying 1,077 homes. The Carr Fire has also been declared a state and federal disaster; and

WHEREAS, GSFA desires to assist homeowners whose primary residence was destroyed or substantially damaged in the Camp or Carr Fire to rebuild their homes within Butte and Shasta Counties.

NOW THEREFORE, BE IT RESOLVED, as follows:

- I. GSFA hereby allocates the amount of \$750,000 to assist residents of Butte County impacted by the Camp Fire, to be disbursed as follows:
  - A. \$250,000 shall be distributed to the County of Butte, in accordance with the "Grant Agreement with the County of Butte to Provide a Rebuilding Incentive for Property Owners Affected by the Camp Fire" attached hereto. The aforesaid Grant Agreement is hereby approved, and the Executive Director is authorized to execute the Grant Agreement on behalf of GSFA in substantially the form attached hereto.

- B. \$25,000 shall be distributed to United Policyholders, to provider services in accordance with the “Grant Agreement with United Policyholders to Fund ‘Phase 2 Camp Fire Roadmap to Recovery Services’ in Butte County.” The aforesaid Grant The Executive Director is authorized to execute a Grant Agreement on behalf of GSFA in substantially the form attached hereto.
  - C. \$475,000 shall be distributed to the Town of Paradise to provide permit fee relief to uninsured and underinsured property owners within the town limits of Paradise affected by the Camp Fire, upon terms and conditions equivalent to those set forth in Section I(a), subject to preparation and execution of an appropriate grant agreement approved by the Executive Director. The Executive Director is hereby authorized to negotiate, approve, and execute such a grant agreement with the Town of Paradise on behalf of GSFA.
- II. GSFA hereby allocates the amount of \$250,000 to assist residents of Shasta County impacted by the Carr Fire, to be disbursed as follows:
- A. \$250,000 shall be distributed to the Shasta Regional Community Foundation, in accordance with the “Grant Agreement with SCRF to Provide Rebuilding Assistance to Uninsured and Underinsured Property Owners Affected by the Carr Fire” attached hereto. The aforesaid Grant Agreement is hereby approved, and the Executive Director is authorized to execute the Grant Agreement on behalf of GSFA.

PASSED APPROVED AND ADOPTED by the Board of Golden State Finance Authority, the 2<sup>nd</sup> day of May 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Golden State Finance Authority

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2019 Chair of the Board

I certify that the foregoing resolution is a true and accurate copy of GSFA Resolution 19-07, approved by the governing board of the Golden State Finance Authority on May 2, 2019 in Death Valley, California.

May 2, 2019

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Craig Ferguson, Secretary





## **GRANT AGREEMENT**

### **With the County of Butte, to Provide A Rebuilding Incentive for Property Owners Affected by the Camp Fire**

This Grant Agreement ("Agreement") is entered into as of May 2, 2019, by and between the Golden State Finance Authority, a California joint powers authority ("GSFA"), and the County of Butte, a political subdivision of the State of California ("Butte").

#### Recitals:

- A. GSFA is a joint powers authority comprised of member and associate member counties and cities, authorized to finance the construction, acquisition, improvement and rehabilitation of real property.
- B. Butte is a member of GSFA.
- C. The Camp Fire, which commenced November 8, 2018 in Butte County, California, was the most destructive fire in California history. 13,972 residences, 528 commercial and 4,293 other buildings were destroyed, including large portions of the Town of Paradise, and at least 86 people were killed. The Camp Fire has been declared a state and federal disaster.
- D. One component of the cost of rebuilding such homes are development services fees necessary to cover Butte's actual and reasonable cost of issuing permits, reviewing plans, conducting inspections, and related functions associated with regulation of housing construction ("permit fees").
- E. As part of GSFA's authorized functions described herein, GSFA desires to finance the provision of a rebuilding incentive for property owners within Butte County affected by the Camp Fire, as set forth in Exhibit "A" attached hereto.
- F. By approving this agreement, the Board of Directors of the Golden State Finance Authority finds and determines that the provision of rebuilding incentive as set forth herein serves a public purpose of GSFA.

#### Agreement:

##### 1. Recitals:

The parties agree that all of the Recitals set forth above are true and correct and are hereby incorporated by reference.

2. Grant; Payments and Terms:

GSFA agrees to provide a one-time grant of \$250,000 to Butte (the "Grant Funds"), to be disbursed within thirty (30) days of execution of this agreement, and Butte agrees to accept this grant subject to the terms and conditions of this Agreement. In no event shall GSFA's obligation under this Agreement exceed \$250,000.

3. Use of Grant Funds:

- A. Butte agrees to use the funds granted by GSFA hereunder for the sole purpose of providing the "Camp Fire Rebuilding Incentive" services described in Exhibit "A" attached hereto and incorporated herein. Grant funds shall be expended by Butte strictly in accordance with the provisions of Exhibit "A".
- B. No portion of the Grant Funds may be used for activities unrelated to the "Camp Fire Rebuilding Incentive" program described in Exhibit "A".
- C. The Grant Funds must be expended or returned to GSFA within two (2) years of the date of receipt of the Grant funds by Butte. 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 "Permit Fee Relief Grant Unspent Funds" and be mailed to:

Golden State Finance Authority  
Accounting Department  
1215 K Street, Suite 1650  
Sacramento, CA 95814

4. Audit, Accounting, and Records Retention:

Butte is responsible and accountable for ensuring that expenditures of the Grant funds are appropriate 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 Butte in a single file to facilitate review and retention. GSFA's representative(s) shall have the right to review and copy any records and supporting documentation pertaining to the use of the Grant funds, and shall have the right to interview staff relevant to the audit/review. Butte shall retain all records for at least three (3) years after the termination of this Agreement. If an audit finds that any expenditure of Grant funds is not in accordance with the terms of this Agreement, such funds shall be repaid by Butte to GSFA by cash payment upon demand. This provision survives the termination of this contract.

5. Annual Reporting:

Within thirty (30) days after the end of each calendar year during the term of this Agreement, Butte shall deliver to GSFA a written report detailing its efforts and actions to implement the "Camp Fire Rebuilding Incentive" program within Butte County during

the preceding year, including an accounting/reporting with substantiating evidence satisfactory to GSFA, of the costs incurred by Butte and paid for with the Grant funds to implement the "Camp Fire Rebuilding Incentive" program for that applicable year.

6. Contacts:

Butte hereby designates the following as its primary contact person responsible for implementation of this Agreement and the expenditure of the Grant funds in accordance with this Agreement:

Tim Snelling  
Development Services Director  
7 County Center Drive  
Oroville, CA 95965

The primary contact person and contact information for GSFA is:

Lisa McCargar  
Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
(916) 447-4806  
lmccargar@rcrcnet.org

7. Indemnity:

Butte 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 under this Agreement or services provided through the use of the Grant funds. This indemnity shall survive any termination of this Agreement.

8. Compliance:

Butte agrees to comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and with the terms provided regarding the development, implementation, operation or administration of the "Camp Fire Rebuilding Incentive" program and the use of the Grant Funds.

9. 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, Butte fails to promptly begin such cure and thereafter bring it to completion in a reasonably expeditious fashion. Within thirty (30) days following notice of any such termination, Butte shall submit to GSFA a report of the expenditure of any Grant funds that have been received by Butte pursuant to this Agreement. Upon any such termination, GSFA shall have no further obligation to Butte hereunder, and Butte

shall return to GSFA any portion of the Grant funds received by Butte that have not been expended by Butte for costs authorized under this Agreement.

If this Agreement shall not have been earlier terminated in accordance herewith, this Agreement shall terminate automatically upon the earlier of the following:

- Expenditure of all of the Grant funds for costs authorized under this Agreement, and delivery by Butte to GSFA of all Annual Reports required under this Agreement; or
- Expiration of two (2) years from the date of receipt of the Grant funds by Butte, and return of any unexpended funds in accordance with Section 3.c.

#### 10. Closeout and Follow-up Reporting

Upon expiration or termination of this agreement for any reason, Butte shall provide GSFA with a closeout report containing the information set forth in Section 5 covering the entire term of this Agreement. This provision survives the termination of this contract.

#### 11. No Third Party Beneficiary.

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

#### 12. Prevailing Wage Compliance.

Butte certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If any work provided or assisted with Grant Funds is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Butte agrees to fully comply with and to require its recipients and subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, GSFA will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Butte shall defend, indemnify and hold GSFA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Butte or its recipients or subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Butte specifically acknowledges that GSFA has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Butte hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

**13. General Provisions.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties. Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

**COUNTY OF BUTTE**

\_\_\_\_\_  
Steve Lambert  
Chair, Butte County Board of Supervisors

\_\_\_\_\_  
Date

**GOLDEN STATE FINANCE AUTHORITY**

\_\_\_\_\_  
Greg Norton, Executive Director

\_\_\_\_\_  
Date



## **EXHIBIT "A"**

### **PERMIT FEE RELIEF GRANT**

A. Butte shall receive the Grant Funds into a separate account in the County Treasury, and shall transfer, expend, or utilize the Grant Funds only as set forth in this Exhibit.

B. Butte shall establish a procedure to identify individuals who are eligible for a rebuilding incentive under this grant program. At a minimum, an eligible individual must:

- i. Be a resident of Butte County;
- ii. Have had their primary residence destroyed or substantially damaged by the Camp Fire; and
- iii. Be rebuilding a comparable (or smaller) replacement residence within an unincorporated community of Butte County substantially affected by the Camp Fire.

Butte may implement additional eligibility criteria consistent herewith in its discretion, including without limitation income limits or limitations upon the size or value of the replacement residence.

Butte shall further establish a procedure for selecting rebuilding incentive recipients from among eligible individuals, which first-come-first served, based on financial need, or any other reasonable method.

C. Butte may utilize the Grant Funds to offset permit fees that would otherwise be charged to eligible individuals by Butte in connection with the rebuilding of a comparable residence. The offset shall not exceed \$3,500 per eligible individual, or the half the amount of the permit fees charged to the eligible individual, whichever is less. Butte may elect to provide offsets that are less than the amount set forth in this paragraph.

The offset amount shall be transferred from the Grant Fund account to Butte's development services department, and shall reduce the permit fees otherwise due from the eligible individual in the same manner as if the eligible individual had paid that amount directly.

D. Butte shall not charge any administration fee or otherwise retain any portion of the Grant Funds for administration of this Permit Fee Relief Grant.





## **GRANT AGREEMENT**

### **With United Policyholders to Fund "Phase 2 Camp Fire Roadmap to Recovery Services" in Butte County**

This Grant Agreement ("Agreement") is entered into as of May 2, 2019, by and between the Golden State Finance Authority, a California joint powers authority ("GSFA"), and United Policyholders, a California nonprofit public benefit corporation ("UP").

#### Recitals:

A. GSFA is a joint powers authority comprised of member and associate member counties and cities, authorized to finance the construction, acquisition, improvement and rehabilitation of real property.

B. UP is a nonprofit public benefit corporation, located at 381 Bush St., 8th Floor, San Francisco, CA 94101, that is dedicated to promoting greater public understanding of insurance issues and consumer rights related thereto and helping people make good decisions when filing insurance claims

C. The Camp Fire, which commenced November 8, 2018 in Butte County, California, was the most destructive fire in California history. 13,972 residences, 528 commercial and 4,293 other buildings were destroyed, including large portions of the Town of Paradise, and at least 86 people were killed. The Camp Fire has been declared a state and federal disaster.

D. Many residents of Butte County lost their homes in the Camp Fire, and are depending upon homeowners insurance to rebuild those homes and obtain and maintain stable housing. The Camp Fire Roadmap to Recovery program, as set forth in Exhibit "A" attached hereto, will assist these residents and homeowners in recovering from the effects of the Camp Fire, obtaining maximum insurance recovery, and successfully pursuing rehousing and rebuilding efforts.

E. As part of GSFA's authorized functions described herein, and to facilitate the rebuilding and rehabilitation of residential real property, GSFA desires to support "Phase 2" of the Camp Fire Roadmap to Recovery, as set forth in Exhibits "A" and "B" attached hereto.

#### Agreement:

##### 1. Recitals:

The parties agree that all of the Recitals set forth above are true and correct and are hereby incorporated by reference.

##### 2. Grant; Payments and Terms:

GSFA agrees to provide a one-time grant of \$25,000 to UP, to be disbursed within thirty (30) days of execution of this agreement, and UP agrees to accept this grant subject to

the terms and conditions of this Agreement. In no event shall GSFA's obligation under this Agreement exceed \$25,000.

3. Use of Grant Funds:

- A. UP agrees to use the funds granted by GSFA hereunder for the sole purpose of providing the "Phase 2 Camp Fire Roadmap to Recovery" services described in Exhibit "A" attached hereto and incorporated herein. Grant funds shall be expended by UP strictly in accordance with the column entitled "Request" contained within Exhibit "B" attached hereto and incorporated herein.
- B. No portion of the grant funds may be used for activities unrelated to the "Phase 2 Camp Fire Roadmap to Recovery" program.
- C. The Grant Funds must be expended or returned to GSFA within one (1) year of the date of receipt of the Grant funds by UP. 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 "Camp Fire Roadmap to Recovery Unspent Funds" and be mailed to:

Golden State Finance Authority  
Accounting Department  
1215 K Street, Suite 1650  
Sacramento, CA 95814

4. GSFA Logos. In order to further GSFA's efforts to promote and support member counties, GSFA requests that UP display the GSFA logo on all printed and electronic matter (websites, programs, catalogs, postcards, posters, newsletters, leaflets, binders, publications, etc.) produced as a result of receiving this grant. UP shall display such logos at a size and dimension that assures their visibility and the viewers' comprehension of them.

5. Audit, Accounting, and Records Retention:

UP is responsible and accountable for ensuring that expenditures of the Grant funds are appropriate 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 UP in a single file to facilitate review and retention. GSFA's representative(s) shall have the right to review and copy any records and supporting documentation pertaining to the use of the Grant funds, and shall have the right to interview staff relevant to the audit/review. UP shall retain all records for at least three (3) years after the termination of this Agreement. If an audit finds that any expenditure of Grant funds is not in accordance with the terms of this Agreement, such funds shall be repaid by UP to GSFA by cash payment upon demand. This provision survives the termination of this contract.

6. Closeout Reporting:

Upon expiration or termination of this agreement for any reason, UP shall provide GSFA with a closeout report detailing its efforts and actions to implement the "Phase 2 Camp Fire Roadmap to Recovery" program within Butte County during the entire term of this Agreement, including an accounting/reporting with substantiating evidence satisfactory to GSFA, of the costs incurred by UP and paid for with the Grant funds to implement the "Phase 2 Camp Fire Roadmap to Recovery" program. This provision survives the termination of this contract.

7. Contacts:

UP hereby designates the following as its primary contact person responsible for implementation of this Agreement and the expenditure of the Grant funds in accordance with this Agreement:

The primary contact person and contact information for United Policyholders is:

Andrew Cattell  
Development Manager  
United Policyholders  
381 Bush Street, 8<sup>th</sup> Floor  
San Francisco, CA 94104  
(415) 393-9990 x: 103

The primary contact person and contact information for GSFA is:

Lisa McCargar  
Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
(916) 447-4806  
lmccargar@rcrcnet.org

8. Indemnity:

UP 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 under this Agreement or services provided through the use of the Grant funds. This indemnity shall survive any termination of this Agreement.

9. Compliance:

UP agrees to comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and with the terms provided regarding the development, implementation, operation or administration of the "Phase 2 Camp Fire Roadmap to Recovery" program and the use of the Grant funds.

10. 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, UP fails to promptly begin such cure and thereafter bring it to completion in a reasonably expeditious fashion. Within thirty (30) days following notice of any such termination, UP shall submit to GSFA a report of the expenditure of any Grant funds that have been received by UP pursuant to this Agreement. Upon any such termination, GSFA shall have no further obligation to UP hereunder, and UP shall return to GSFA any portion of the Grant funds received by UP that have not been expended by UP for costs authorized under this Agreement.

If this Agreement shall not have been earlier terminated in accordance herewith, this Agreement shall terminate automatically upon the earlier of the following:

- Expenditure of all of the Grant funds for costs authorized under this Agreement, and delivery by UP to GSFA of all Quarterly Reports required under this Agreement; or
- Expiration of one (1) year from the date of receipt of the Grant funds by UP, and return of any unexpended funds in accordance with Section 3.c.

11. No Third Party Beneficiary.

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

12. General Provisions:

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties. Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

**UNITED POLICYHOLDERS**

\_\_\_\_\_  
Andrew Cattell

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Golden State Finance Authority**

\_\_\_\_\_  
Greg Norton, Executive Director

\_\_\_\_\_  
Date



## **GRANT AGREEMENT**

### **With Shasta Regional Community Foundation to Provide Rebuilding Assistance to Uninsured and Underinsured Property Owners Affected by the Carr Fire**

This Grant Agreement ("Agreement") is entered into as of May 2, 2019, by and between the Golden State Finance Authority, a California joint powers authority ("GSFA"), and Shasta Regional Community Foundation, a California nonprofit corporation ("SRCF").

#### Recitals:

- A. GSFA is a joint powers authority comprised of member and associate member counties and cities, authorized to finance the construction, acquisition, improvement and rehabilitation of real property.
- B. Shasta County is a member of GSFA.
- C. The Carr Fire, which commenced July 23, 2018 in Shasta County, California, was immensely destructive, burning nearly 230,000 acres and destroying 1,077 homes. The Carr Fire has been declared a state and federal disaster.
- D. Many residents of Shasta County lost their homes in the Carr Fire, but had no homeowner's insurance at the time of the fire ("uninsured"), or had homeowner's insurance inadequate to fully cover the cost of rebuilding a comparable home ("underinsured").
- E. One component of the cost of rebuilding such homes are development services fees necessary to cover the actual and reasonable costs of local government agencies for issuing permits, reviewing plans, conducting inspections, and related functions associated with regulation of housing construction ("permit fees").
- F. Another component of the cost of rebuilding is the expense associated with installing sprinkler systems in the replacement homes, which are required by current building standards codes, but were often not present in the former homes.
- G. As part of GSFA's authorized functions described herein, GSFA desires to finance the provision of rebuilding assistance to uninsured and underinsured property owners within Shasta County affected by the Carr Fire, as set forth in Exhibit "A" attached hereto.
- H. By approving this agreement, the Board of Directors of the Golden State Finance Authority finds and determines that the provision of rebuilding assistance as set forth herein serves a public purpose of GSFA.

## Agreement:

### 1. Recitals:

The parties agree that all of the Recitals set forth above are true and correct and are hereby incorporated by reference.

### 2. Grant; Payments and Terms:

GSFA agrees to provide a one-time grant of \$250,000 to SRCF (the "Grant Funds"), to be disbursed within thirty (30) days of execution of this agreement, and SRCF agrees to accept this grant subject to the terms and conditions of this Agreement. In no event shall GSFA's obligation under this Agreement exceed \$250,000.

### 3. Use of Grant Funds:

- A. SRCF agrees to use the funds granted by GSFA hereunder for the sole purpose of providing rebuilding assistance, consisting of financial assistance with permit fees or the cost of installing sprinkler systems in replacement homes, as described in Exhibit "A" attached hereto and incorporated herein. Grant funds shall be expended by SRCF strictly in accordance with the provisions of Exhibit "A".
- B. SRCF shall establish a procedure to identify individuals who are eligible for rebuilding assistance under this grant program. At a minimum, an eligible individual must:
  - i. Be a resident of Shasta County;
  - ii. Have had their primary residence destroyed or substantially damaged by the Carr Fire;
  - iii. Have been uninsured or underinsured, as defined in the Recitals to this agreement, at the time of the fire; and
  - iv. Be rebuilding a comparable (or smaller) replacement residence within Shasta County.

SRCF may implement additional eligibility criteria consistent herewith in its discretion, including without limitation income limits or limitations upon the size or value of the replacement residence.

SRCF shall further establish a procedure for selecting permit fee relief recipients from among eligible individuals, which first-come-first served, based on financial need, or any other reasonable method.

- C. SRCF may utilize the services of nonprofit or governmental subcontractors in the administration and implementation of this grant, provided the SRCF shall remain responsible at all times for compliance with the terms of this agreement and proper expenditure of all Grant Funds.



- D. No portion of the Grant Funds may be used for activities unrelated to the rebuilding assistance grant program described in Exhibit "A".
- E. The Grant Funds must be expended or returned to GSFA within two (2) year of the date of receipt of the Grant funds by SRCF. 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 "Permit Fee Relief Grant Unspent Funds" and be mailed to:

Golden State Finance Authority  
Accounting Department  
1215 K Street, Suite 1650  
Sacramento, CA 95814

4. Audit, Accounting, and Records Retention:

SRCF is responsible and accountable for ensuring that expenditures of the Grant funds are appropriate 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 SRCF in a single file to facilitate review and retention. GSFA's representative(s) shall have the right to review and copy any records and supporting documentation pertaining to the use of the Grant funds, and shall have the right to interview staff relevant to the audit/review. SRCF shall retain all records for at least three (3) years after the termination of this Agreement. If an audit finds that any expenditure of Grant funds is not in accordance with the terms of this Agreement, such funds shall be repaid by SRCF to GSFA by cash payment upon demand. This provision survives the termination of this contract.

5. Annual Reporting:

Within thirty (30) days after the end of each year during the term of this Agreement, SRCF shall deliver to GSFA a written report detailing its efforts and actions to implement the rebuilding assistance program within Shasta County during the preceding quarter, including an accounting/reporting with substantiating evidence satisfactory to GSFA, of the costs incurred by SRCF and paid for with the Grant funds to implement the rebuilding assistance program for that applicable year

6. Contacts:

SRCF hereby designates the following as it primary contact person responsible for implementation of this Agreement and the expenditure of the Grant funds in accordance with this Agreement:

Kerry Caranci  
Shasta Regional Community Foundation  
1335 Arboretum Drive, Suite B  
Redding, CA 96003  
(530) 244-1219

kerry@shastarcf.org

The primary contact person and contact information for GSFA is:

Lisa McCargar  
Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
(916) 447-4806  
lmccargar@rcrcnet.org

7. Indemnity:

SRCF 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 under this Agreement or services provided through the use of the Grant funds. This indemnity shall survive any termination of this Agreement.

8. Compliance:

SRCF agrees to comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and with the terms provided regarding the development, implementation, operation or administration of the "rebuilding assistance grant program and the use of the Grant Funds.

9. 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, SRCF fails to promptly begin such cure and thereafter bring it to completion in a reasonably expeditious fashion. Within thirty (30) days following notice of any such termination, SRCF shall submit to GSFA a report of the expenditure of any Grant funds that have been received by SRCF pursuant to this Agreement. Upon any such termination, GSFA shall have no further obligation to SRCF hereunder, and SRCF shall return to GSFA any portion of the Grant funds received by SRCF that have not been expended by SRCF for costs authorized under this Agreement.

If this Agreement shall not have been earlier terminated in accordance herewith, this Agreement shall terminate automatically upon the earlier of the following:

- Expenditure of all of the Grant funds for costs authorized under this Agreement, and delivery by SRCF to GSFA of all Quarterly Reports required under this Agreement; or
- Expiration of two (2) years from the date of receipt of the Grant funds by SRCF and return of any unexpended funds in accordance with Section 3.e.

**10. Closeout and Follow-up Reporting**

Upon expiration or termination of this agreement for any reason, SRCF shall provide GSFA with a closeout report containing the information set forth in Section 5 covering the entire term of this Agreement. This provision survives the termination of this contract.

**11. No Third Party Beneficiary.**

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

**12. Prevailing Wage Compliance.**

SRCF certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If any work provided or assisted with Grant Funds is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, SRCF agrees to fully comply with and to require its recipients and subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, GSFA will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. SRCF shall defend, indemnify and hold GSFA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the SRCF or its recipients or subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, SRCF specifically acknowledges that GSFA has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, SRCF hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

**13. General Provisions.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties. Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

**SHASTA REGIONAL COMMUNITY FOUNDATION**

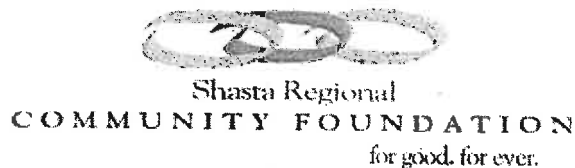
\_\_\_\_\_  
Signature of Authorized Representative of SRCF

\_\_\_\_\_  
Date

**GOLDEN STATE FINANCE AUTHORITY**

\_\_\_\_\_  
Greg Norton, Executive Director

\_\_\_\_\_  
Date



April 3, 2019

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, California 95814

Re: Request for Funding

To Whom It May Concern:

On July 23, 2018 the Carr Fire ignited and the Shasta County region was forever changed. It took more than three weeks for the fires to be contained, and it left behind a scarred community; 8 people tragically killed, 1,077 homes destroyed, burning nearly 230,000 acres, and the ripple effects of loss throughout our region will be felt for years to come.

Shasta Regional Community Foundation has supported our region for nearly 20 years. Our experience told us that the most important decision we could make as the fires were still burning was to establish a disaster relief fund. We established the Fund with a goal of meeting our community's long-term needs, despite not yet knowing what those needs might be.

Shasta Regional Community Foundation is seeking a grant for \$250,000 to offset the cost of permit fees and/or fire suppression systems for survivors who are looking to rebuild after the destructive Carr Fire.

FEMA estimates that approximately 300 families affected by last year's Carr Fire were uninsured or underinsured for total losses of primary residences. Shasta Regional Community Foundation has partnered with the local long-term recovery group, the NorCal Community Recovery Team (NorCal CRT), to respond to the suffering and loss experienced by these families and the entire Shasta County community. The goal of the NorCal CRT is to assist with the full recovery of all survivors of the Carr and Fire who suffered losses, with specific focus on those individuals and families with needs that remain unmet after receiving assistance from other sources such as FEMA, homeowners or renter's insurance, and governmental and non-profit organizations. Because of the nature and location of the Carr Fire, many of those affected come from rural, economically disadvantaged parts of Shasta County. We believe that, without assistance, many of these fire survivors will leave Shasta County, resulting in economic depression and a drastic decrease in tax dollars that are needed to fund the services provided by Shasta County.

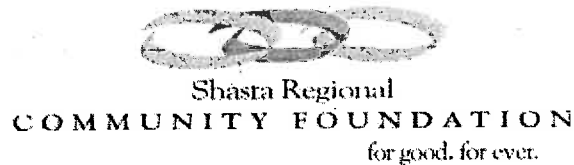
Since the NorCal CRT is the official FEMA-sanctioned long-term recovery group for the Carr Fire, case management staff will have access to FEMA data, which will be housed by the American Red Cross's C.A.N. system (Coordinated Assistance Network). Case managers will be supported and supervised by Matthew Gile of Northern Valley Catholic Social Services. After determining what unmet needs still remain for each client family, case managers will send their list of needs to the Unmet Needs Committee for referral to agencies and other NorCal CRT committees.

1335 Arboretum Drive, Suite B • Redding, CA 96003



Shasta office 530.244.1219 • Siskiyou office 530.925.3313 • Fax 530.244.0905

Confirmed in compliance with National Standards for U.S. Community Foundations



We anticipate that most of the needs will relate to reconstruction of homes for those who are unable to fund their own rebuilding efforts. Assistance of this kind will be offered on a rolling basis as needs are identified through our Case Management process. When a need for construction is identified and the construction committee has verified that the property is prepared and ready for construction to begin, that client will be served on a 'first come, first served' basis.

In order to offset the costs of permit fees and/or fire suppression systems, Shasta Regional Community Foundation is seeking a grant to cover these fees and expenses for clients whose identified needs include financial assistance for those types of costs. We will partner with The Salvation Army, Shasta County and other nonprofit organizations so that money can be dispersed to the appropriate permitting offices and construction teams. Under this grant, each household could seek a maximum of \$10,000 for permit fees and/or fire suppression systems. Please see the attached project budget for additional information.

Shasta Regional Community Foundation and our partner organizations believe that the Rural County Representatives of California represents a potential partner in our recovery efforts. Our desire to assist rural rebuilders with the obstacles created by fees and codes pairs well with the RCRC's commitment to reducing the burdens of rural populations in relationship to the mandates of government entities. Such a partnership would also lift a burden from Shasta County as we seek to reduce costs for fire survivors but also maintain revenue for the County and all of the services it provides to our community.

We know that challenges lay ahead, and that the road to recovery is a multi-year process. As Shasta County's only long-term recovery fund, we are committed to helping for the long haul.

We appreciate the potential opportunity to partner with RCRC and look forward to your response. I encourage you to contact me should there be any questions or request for additional materials.

Regards,

Kerry Caranci  
Chief Executive Officer

Enclosure: Project Budget

1335 Arboretum Drive, Suite B • Redding, CA 96003

Shasta office 530.244.1219 • Siskiyou office 530.925.3313 • Fax 530.244.0905



Confirmed in compliance with National Standards for U.S. Community Foundations

**Rural County Representatives of California**  
**Proposed Grant Budget for**  
**Shasta Regional Community Foundation**

# Properties	Uses per Property	Maximum Cost Per Property	Total Amount Requested
25	Permit fees and/or fire suppression systems	\$ 10,000.00	\$ 250,000.00
	Administrative Fee	\$ -	\$ -
Total Grant Request			<u>\$ 250,000.00</u>







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**To:** GSFA Board of Directors

**From:** Lisa McCargar, Chief Financial Officer  
Arthur Wylene, RCRC Legal Counsel

**Date:** April 24, 2019

**Re:** GSFA Resolution 19-08: Amended 2017 Disaster Relief Assistance  
Allocation - **ACTION**

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**Summary**

This action would authorize Napa County to transfer up to \$25,000 of 2017 GSFA disaster relief assistance funding to Butte County, and would allow that funding to be used to aid victims of the Camp Fire.

**Background**

GSFA Resolution 17-10 allocated a total of \$837,000 in GSFA disaster relief assistance funding to five counties, including \$380,394 to Napa County and \$77,550 to Butte County. This funding was intended to aid victims of the 2017 wildfires. Napa County has approximately \$25,000 unspent funds remaining (in the form of Visa gift cards), which Napa desires to transfer to Butte County to aid Camp Fire victims.

The proposed action would authorize that transfer. The funds would be distributed to the Yankee Hill Fire Safe Council, which was the previous recipient of Butte County's 2017 allocation. Yankee Hill would be authorized to use the funding to benefit Butte County residents impacted by the Camp Fire, under the same terms and conditions established for the 2017 disaster funds.

**Recommendation**

It is recommended that the Board of Directors review and approve GSFA Resolution 19-08.

**Attachments**

- GSFA Resolution 19-08
- Amended Agreement with Napa County
- Amended Agreement with Yankee Hill Fire Safe Council



## GSFA RESOLUTION NO. 19-08

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GOLDEN STATE FINANCE AUTHORITY AMENDING RESOLUTION NO. 17-10 RELATING TO EMERGENCY DISASTER ASSISTANCE FOR RESIDENTS OF THE COUNTIES OF BUTTE AND NAPA, AND AUTHORIZING EXECUTION OF AMENDED AGREEMENTS RELATING THERETO

WHEREAS, the Golden State Finance Authority ("GSFA") is a joint powers authority comprised of member and associate member counties and cities, which provides affordable housing and energy efficiency programs; and

WHEREAS, due to the tremendous loss of homes and the housing instability that resulted from the catastrophic wildfires since 2015, GSFA has provided grant funding for the purpose of assisting GSFA member county residents who lost their homes or have experienced financial loss or fire-related expense that impairs their ability to maintain housing in the State and/or federally declared disaster area; and

WHEREAS, the Counties of Napa and Butte are members of GSFA; and

WHEREAS, the Camp Fire, which commenced November 8, 2018 in Butte County, California, was the most destructive fire in California history. 13,972 residences, 528 commercial and 4,293 other buildings were destroyed, including large portions of the Town of Paradise, and at least 86 people were killed. The Camp Fire has been declared a state and federal disaster; and

WHEREAS, Resolution 17-10 authorized a total of \$380,394 in grant funding for the County of Napa, and \$77,550 in grant funding for the County of Butte, to assist resident impacted by the catastrophic 2017 wildfires subject to certain terms and conditions; and

WHEREAS, GSFA desires to revise those terms and conditions to (i) authorize and direct transfer of up to \$25,000 of grant funding from Napa to Butte, and (ii) to allow more flexible use of the transferred funds to meet the housing related needs of Butte County residents affected by the Camp Fire; and

NOW THEREFORE, BE IT RESOLVED, as follows:

- I. Notwithstanding the funding allocation formula set forth in Paragraph I of Resolution 17-10, up to \$25,000 of the amount that would otherwise have been allocated to Napa County pursuant to that formula, as determined by Napa County, shall be re-allocated to Butte County.
- II. The re-allocated funds shall be used for emergency disaster assistance to assist residents of the County of Butte impacted by the Camp Fire, in the same manner and subject to the same criteria as otherwise set forth in Paragraph I of Resolution 17-10.

III. Except as expressly provided herein, Resolution 17-10, as previously amended, shall remain in full force and effect.

IV. The Executive Director is hereby authorized to enter into Amended Agreements to effectuate the purposes of this Resolution in substantially the form attached hereto.

PASSED APPROVED AND ADOPTED by the Board of Golden State Finance Authority, the 2 day of May 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Golden State Finance Authority

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2019 Chair of the Board

I certify that the foregoing resolution is a true and accurate copy of GSFA Resolution No. 19-08, approved by the governing board of the Golden State Finance Authority on May 2, 2019 in Death Valley, California.

Date: May 2, 2019

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Craig Ferguson, Secretary

**FIRST AMENDMENT TO AGREEMENT FOR RESIDENCE EMERGENCY  
DISASTER ASSISTANCE BETWEEN GOLDEN STATE FINANCE  
AUTHORITY AND THE COUNTY OF NAPA**

This Amendment (the "First Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Golden State Finance Authority ("GSFA") and the County of Napa ("Napa").

**RECITALS**

1. GSFA and Napa have entered into that certain *Agreement for Residence Emergency Disaster Assistance*, approved by the Napa County Board of Supervisors on May 8, 2018, providing for certain Grant Funds from GSFA to assist Napa residents impacted by catastrophic wildfire (the "Original Agreement").

2. GSFA has provided similar grant funding to the Yankee Hill Fire Safe Council, a tax-exempt nonprofit corporation located in the County of Butte, to assist Butte County residents impacted by catastrophic wildfire.

3. The purpose of this First Amendment is to authorize Napa to transfer and disburse up to \$25,000 in unexpended Napa Grant Funds to the Yankee Hill Fire Safe Council to assist residents of Butte County impacted by the Camp Fire.

4. The GSFA Board of Directors has delegated authority to the GSFA Executive Director to "make necessary business decisions and utilize up to \$500,000 per decision" as part of the annual budget process.

**AGREEMENT**

In consideration of the mutual agreements herein set forth, and for other good and valuable consideration, the parties agree as follows:

1. The above recitals are hereby incorporated into this Amendment.
2. Notwithstanding Sections II and IV of the Original Agreement, Napa may disburse up to \$25,000 in Grant Funds unexpended as of the effective date of this First Amendment, as determined by Napa, to the Yankee Hill Fire Safe Council. Such disbursement shall fully satisfy Napa's obligations under the Original Agreement with respect to that portion of the Grant Funds, and Napa shall have no responsibility for any expenditure of the disbursed funds by the Yankee Hill Fire Safe Council.
3. The disbursed funds may be transmitted by county warrant or electronic funds transfer, or in the form of gift cards or similar items of value, at Napa's option. Napa shall notify GSFA in writing regarding the date and amount of disbursement.

4. All other terms and conditions of the Original Agreement shall remain in effect unchanged.

5. This Amendment, together with the Original Agreement, constitute the entire agreement of the parties and supersede all previous agreements, writings and oral statements. In the event of any inconsistency or conflict between this First Amendment and the Original Agreement, the provisions of this First Amendment shall prevail. The Agreement may not be further modified except in a writing signed by both parties.

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

**SIGNED** for and on behalf of  
**Golden State Finance Authority**

\_\_\_\_\_  
Greg Norton  
Executive Director

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

**SIGNED** for and on behalf of  
**County of Napa**

\_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

**FIRST AMENDMENT TO AGREEMENT FOR RESIDENCE EMERGENCY  
DISASTER ASSISTANCE BETWEEN GOLDEN STATE FINANCE  
AUTHORITY AND THE YANKEE HILL FIRE SAFE COUNCIL**

This Amendment (the "First Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between the Golden State Finance Authority ("GSFA") and the Yankee Hill Fire Safe Council ("YHFSC").

**RECITALS**

1. GSFA and YHSFC have entered into that certain *Agreement for Residence Emergency Disaster Assistance*, executed by YHFSC on February 20, 2018, providing for certain Grant Funds from GSFA to assist Butte residents impacted by catastrophic wildfire (the "Original Agreement").

2. GSFA has previously provided similar grant funding to the County of Napa to assist Napa County residents impacted by catastrophic wildfire.

3. The purpose of this First Amendment is to authorize YHFSC to accept up to \$25,000 in Additional Grant Funds transferred from the County of Napa to assist residents of Butte County impacted by the 2018 Camp Fire.

4. The GSFA Board of Directors has delegated authority to the GSFA Executive Director to "make necessary business decisions and utilize up to \$500,000 per decision" as part of the annual budget process.

**AGREEMENT**

In consideration of the mutual agreements herein set forth, and for other good and valuable consideration, the parties agree as follows:

1. The above recitals are hereby incorporated into this Amendment.

2. In addition to the Grant Funds provided under Section II of the Original Agreement, YHFSC shall accept up to \$25,000 in Additional Grant Funds to be disbursed by the County of Napa upon direction of GSFA. The Additional Grant Funds may be provided by county warrant or electronic funds transfer, or in the form of gift cards or similar items of value, as determined by the County of Napa. In no event shall the obligation of GSFA or the County of Napa under this First Amendment exceed \$25,000, nor shall the combined total obligation of GSFA under the Original Agreement and the First Amendment exceed \$102,550.

3. The Additional Grant Funds shall be expended as set forth in Sections II and IV of the Original Agreement, and shall otherwise be subject to all of the terms and conditions of the Original Agreement, except that:

- A. The Additional Grant Funds must be expended or returned to GSFA within two (2) years of the effective date of this First Amendment; and
- B. The Additional Grant Funds may be used to assist residents of Butte County affected by the 2018 Camp Fire or any state or federally declared fire disaster since January 1, 2018, in the manner otherwise prescribed for Grant Funds.

4. The disbursed funds may be transmitted by county warrant or electronic funds transfer, or in the form of gift cards or similar items of value, at Napa's option.

5. All other terms and conditions of the Original Agreement shall remain in effect unchanged.

6. This Amendment, together with the Original Agreement, constitute the entire agreement of the parties and supersede all previous agreements, writings and oral statements. In the event of any inconsistency or conflict between this First Amendment and the Original Agreement, the provisions of this First Amendment shall prevail. The Agreement may not be further modified except in a writing signed by both parties.

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

**SIGNED for and on behalf of  
Golden State Finance Authority**

\_\_\_\_\_  
Greg Norton,  
Executive Director

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

**SIGNED for and on behalf of  
Yankee Hill Fire Safe Council**

\_\_\_\_\_  
Brenda Rightmyer,  
Managing Director





Golden State Finance Authority (GSFA)  
1215 K Street, Suite 1650 · Sacramento, California 95814  
Phone: (855) 740-8422 · Fax: (916) 444-3219 · [www.gsfahome.org](http://www.gsfahome.org)

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**To:** GSFA Board of Directors  
**From:** Greg Norton, Executive Director  
Lisa McCargar, Chief Financial Officer  
**Date:** April 24, 2019  
**Re:** GSFA Resolution 19-09: Authorizing the GSFA Multi-Family Action Team to Approve Specific Public Infrastructure Financing Projects-  
**ACTION**

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### **Summary**

Public entities in several of GSFA's member and associate member jurisdictions are experiencing payment delays on state infrastructure grants and loans, which are endangering project completion. (The affected projects consist of water and wastewater system improvements located in multiple counties.) For several projects, these delays in accessing state funds endanger the project's ability to draw down federal matching funds, thereby exacerbating the impact.

GSFA may have an opportunity to assist these entities in securing bridge financing while the state payment delay is worked out. It is anticipated that GSFA would borrow a single pool of money from a private lender and use the funds to make payments to project contractors (either directly, or through loans to the affected entities), with repayment deriving from the state payments once received. It is anticipated that the transaction would likely take the form of a tax exempt revenue bond or similar loan, secured by (and limited to) the state grant/loan payments.

Due to the urgency of these projects, and the multiple steps that may be required to implement the bridge financing, delaying approval of the financing until the next scheduled GSFA Board meeting after the details are finalized would be detrimental to the success of the projects. The GSFA Board has previously created the Multi-Family Action Team due to similar timing concerns regarding multi-family project financing provided by GSFA. Action Team responsibilities include review and approval of financing structures and bond documents, among other things, with respect to such projects. It is proposed that the Action Team be similarly authorized to review and approve specific public facility infrastructure project financing applications, and to direct staff to take such actions as may be necessary to help obtain financing for the construction, acquisition, improvement and/or rehabilitation of such infrastructure projects, in furtherance of GSFA's purposes.

**Recommendation:**

It is recommended that the GSFA Board of Directors:

1. Review and approve GSFA Resolution 19-09: Approving and Authorizing the Multi-family Review and Approval Action Team of Delegates to Review and Approve Specific Public Infrastructure Financing Projects.

**Attachment:**

- GSFA Resolution 19-09

## **GSFA RESOLUTION NO. 2019-09**

### **BOARD RESOLUTION APPROVING AND AUTHORIZING THE MULTI-FAMILY REVIEW AND APPROVAL ACTION TEAM OF DELEGATES TO REVIEW AND APPROVE SPECIFIC PUBLIC INFRASTRUCTURE FINANCING PROJECTS**

WHEREAS, the Golden State Finance Authority (Authority) is a duly constituted California joint exercise of powers authority ("JPA"), organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, Section 6.c of the Amended and Restated Joint Exercise of Powers Agreement (the "JPA Agreement") for the Authority provides that the Authority has "the power to finance the construction, acquisition, improvement and rehabilitation of real property"; and

WHEREAS, Section 7.g. of the JPA Agreement provides that the Board has the authority, by resolution, to delegate any of its functions to one or more Delegates (as defined in the JPA Agreement), and to cause any such authorized Delegates to take any actions and execute documents for and in the name and on behalf of the Board or the Authority; and

WHEREAS, in the exercise of its powers under the JPA Agreement and applicable law, the Authority may provide financing and related assistance for the construction, acquisition, improvement and rehabilitation of public infrastructure facilities, including without limitation water and wastewater infrastructure, located within the jurisdiction of member and associate member agencies; and

WHEREAS, the Board has previously taken action to create the Multi-Family Review and Approval Action Team, authorized to review and approve financing for the construction, acquisition, improvement and/or rehabilitation of real property of specific multi-family projects due to the deadlines and requirements associated with such projects; and

WHEREAS, specific deadlines and requirements associated with public infrastructure facility projects similarly do not always allow for timely review and approval by the GSFA Board or the GSFA Executive Committee, and therefore the Board desires to designate the Multi-Family Review and Approval Action Team as a committee of Delegates authorized to review and approve specific public infrastructure facility projects on behalf of the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of the Authority as follows:

The Multi-Family Review and Approval Action Team created by Resolution 2019-03 shall hereafter have the additional authority to review and approve specific public facility infrastructure project applications applying for financing or related assistance provided by the Authority, on behalf of the Authority, and to direct staff to take such actions as may be necessary to help obtain financing for the construction, acquisition, improvement and/or rehabilitation of real property with respect to such public infrastructure facility projects, in furtherance of the purposes of the Authority.

PASSED, APPROVED AND ADOPTED by the Board of the Golden State Finance Authority, the 2nd day of May 2019.

GOLDEN STATE FINANCE AUTHORITY

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Kevin Cann  
2019 GSFA Board Chair

I certify that the foregoing resolution is a true and accurate copy of Resolution 2019-09, approved by the governing board of the Golden State Finance Authority on May 02, 2019 in Death Valley, California.

Date: May 2, 2019

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Craig Ferguson  
Secretary

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**Phone Number**

County

Name

Purpose of Trip, Details and Remarks:

[illegible]

Provide documentation for expenses as required in the Travel and Expense Policy for Delegates. Mileage expenses may not exceed \$0.58 per mile. For lodging in the Sacramento area, reimbursement will include lodging expense, inclusive of room rate, occupancy tax and other fees, up to a maximum of \$135 per night. Meal allowances may not exceed \$16 for breakfast, \$17 for lunch, and \$34 for dinner without prior approval, except as noted in the Travel and Expense Policy. Receipts for ALL requested reimbursements must be attached to this expense claim.

Supervisor's Signature

Mail Payment To:

Name:

**Address:**

City, Zip:

Office Use Only:

Approved By:

G / L Code:

Amount:

