

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

721



SUBMITTAL DATE:
April 26, 2012

FROM: Economic Development Agency

SUBJECT: Grant Agreement Between the County of Riverside and Fannie Mae

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Grant Agreement between the County of Riverside and Fannie Mae (Grant Agreement) and acceptance of \$50,000 in Fannie Mae Grant funds;
2. Approve the attached Loan Agreement for the use of Fannie Mae Neighborhood Stabilization Program Funds (Loan Agreement); and
3. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the Grant Agreement and the Loan Agreement, including signing subsequent essential and relevant documents.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$50,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Fannie Mae Grant

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: Jennifer L. Sargent

Prev. Agn. Ref.: N/A

District: All

Agenda Number

3.7

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 4/26/12
 FORM APPROVED COUNTY COUNSEL
 BY: Annet Sahhar 4/17/12
 DATE:

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

BACKGROUND: On December 21, 2011, Fannie Mae granted the County \$50,000 (Fannie Mae Grant) to support the County's Neighborhood Stabilization Program efforts through the acquisition, rehabilitation, and resale of foreclosed properties.

The County has already entered into County Neighborhood Stabilization Program loan agreements which are eligible to be used in conjunction with the Fannie Mae Grant utilizing the following developers: Riverside Housing Development Corporation, Sheffield Foreclosure Renovation, Inc., and Neighborhood Partnership Housing Services (Developers). The County intends to loan the Fannie Mae Grant funds to the Developers to support the County's Neighborhood Stabilization Program through the acquisition, rehabilitation, and resale of foreclosed properties for very low-income households. The Fannie Mae Grant is to be used to assist at least five very low-income households. The loan of the Fannie Mae Grant funds to each Developer will be forgiven upon the resale of each of the foreclosed properties to a very low-income household.

County Counsel has reviewed and approved the attached Loan Agreement as to form. Staff recommends that the Board of Supervisors ratify the Grant Agreement and approve the attached Loan Agreement.

Financial Data:

All of the costs associated with this project will be funded with the Fannie Mae Grant.

Attachments:

Grant Agreement
Loan Agreement

**LOAN AGREEMENT FOR THE USE OF
FANNIE MAE NEIGHBORHOOD STABILIZATION PROGRAM FUNDS**

This Loan Agreement (“Agreement”) is entered into this _____ day of _____, 2012 and entered into by and between the County of Riverside, a political subdivision of the State of California (“County”) and INSERT DEVELOPER NAME, INSERT DESCRIPTION OF DEVELOPER (“Developer”), pursuant to the terms of the already existing NSP Loan Agreement between County and Developer, dated INSERT DATE OF NSP LOAN AGREEMENT W/ DEVELOPER for acquisition, rehabilitation and disposition of an “Assisted Unit” at INSERT PROPERTY ADDRESS, CA, ZIP CODE with Assessor Parcel Number XXX-XXX-XXX.

WITNESSETH:

WHEREAS, the Neighborhood Stabilization Program (“NSP”), which was enacted under Title III of Division B of the Housing and Economic Recovery Act of 2008 (“HERA”) and identified as the first round of NSP funding (“NSP1”), was created under the heading of Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes for the purpose of assisting in the redevelopment of abandoned or foreclosed homes. The American Recovery and Reinvestment Act of 2009 provided a second round of NSP funds (“NSP2”). On October 19, 2010, a third round of NSP funding (“NSP3”) provided an additional allocation of funds under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (“Dodd-Frank Act”). The intent of NSP is to stabilize neighborhoods in areas with greatest need and stem the decline of house values of neighboring homes; and

WHEREAS, County has qualified as an “Urban County” for purposes of receiving

CDBG funds, including NSP1 and NSP3 funds, which are to be used to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title I, as amended, Public Law 93-383 (the "Act"); and

WHEREAS, Fannie Mae ("Fannie Mae") awarded County with a Fannie Mae Grant on December 15, 2011, to support County NSP-assisted activities through the activity of either acquisition, rehabilitation or resale of a minimum of five (5) NSP eligible properties; and

WHEREAS, County, with the assistance of the Developer, is carrying out NSP-assisted activities which are consistent with the County's Consolidated Plan and Action Plan.

WHEREAS, the Assisted Unit must be sold to a very low-income qualified first-time homebuyer.

NOW, THEREFORE, the County and Developer mutually agree as follows:

1. County agrees to loan \$LOAN AMOUNT.00 (XXX Dollars) (the "Fannie Mae NSP Loan") to Developer upon the terms and conditions set forth herein. Developer will utilize the Fannie Mae NSP Loan for the individual financing of acquisition, rehabilitation or disposition of the Assisted Unit.
2. County will contribute the Fannie Mae NSP Loan in the form of a loan which will be forgiven after the sale of the property to a very low-income qualified first-time homebuyer according to the NSP Loan Agreement.
3. Developer agrees to acknowledge Fannie Mae in all written materials relating to the Fannie Mae NSP Loan as the grantor. Developer will not issue any press release, public announcement, or written material regarding or relating to, Fannie Mae without Fannie Mae's written approval.
4. Developer agrees to dispose of the Assisted Unit no later than November 1, 2012.

5. This Agreement shall self-terminate if the Developer is in default with the terms as set forth in this Agreement. If Agreement is terminated due to default, the entire amount advanced to the Developer by the County under the Fannie Mae NSP Loan, including administrative costs, shall immediately become due and payable to the County, at the option of the County.

6. All notices, requests, demands and other communications desired to be served by either party upon the other shall be addressed to the respective parties and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery.

COUNTY

Assistant Director, Housing
Riverside County
Economic Development Agency
3403 Tenth Street, Suite 500
Riverside, CA 92501

DEVELOPER NAME

DEVELOPER TITLE
DEVELOPER NAME
DEVELOPER ADDRESS
CITY, STATE, ZIP

7. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

(CONTINUED ON FOLLOWING PAGE)

BY SIGNING BELOW, THE COUNTY AND THE DEVELOPER AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

COUNTY OF RIVERSIDE COUNTY

DEVELOPER NAME
DEVELOPER DESCRIPTION

By: _____
John Aguilar, Deputy Director

By: _____
Developer Name, Title

FORM APPROVED COUNTY COUNSEL
BY: Annie T. Sahhar 4/19/12
ANNIE T. SAHHAR DATE

GRANT AGREEMENT

This GRANT AGREEMENT ("Agreement") is entered into as of the date set forth below, by and between FANNIE MAE, having an address of 3900 Wisconsin Avenue, NW, Washington, DC 20016 ("Fannie Mae" or "Grantor") and County of Riverside Economic Development Agency, having an address of 3403 10th Street, Suite 300, Riverside, CA 92501 ("County of Riverside Economic Development Agency" or "Grantee").

A G R E E M E N T

For and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fannie Mae and County of Riverside Economic Development Agency, intending to be legally bound, agree as follows:

1. **Exhibits.** The exhibits (if any) and attachments attached hereto are hereby incorporated herein by reference.
2. **Grant Term and Grant ID.** This restricted grant in the amount of \$50,000.00 (the "Grant Funds") is made for the period of 12/15/2011 to 12/14/2012 (the "Term"), unless otherwise terminated in accordance with this Agreement.

Grantee will reference grant number 2659 ("Grant ID") in all correspondence regarding this grant.

3. **Grant Purpose.**

(a) **Purpose.** This grant is made expressly and solely for the purpose to support neighborhood stabilization efforts through the acquisition, rehabilitation, and resale of foreclosed properties to very low-income families in Riverside County, CA.

(b) **Outcomes/Outputs.** During the Term, Grantee will use the Grant Funds to achieve the following:

Outcomes/Outputs
<ul style="list-style-type: none"> • Acquire, rehab, or resell 5 redeveloped foreclosed properties

(c) Grantee will provide to Fannie Mae the items, in accordance with the timetable set forth below:

Due Date	Deliverable Description	Payment Amount	Payment Date
12/22/2011	Executed Agreement	\$50,000.00	Thirty (30) days after receipt and acceptance of Agreement by Fannie Mae
Within thirty (30) days of Payment Date	Tax Letter in the format outlined in Attachment I	N/A	N/A
8/30/2012	Interim Report on outcomes progress in the format outlined in Attachment II	N/A	N/A
1/15/2013	Final Report on outcomes completion in the format outlined in Attachment II	N/A	N/A

4. **Grant Funds.** This grant is made expressly and solely for the purpose of, and to achieve the outcomes, outlined in Section 3 above. Grant Funds and any interest earned thereon shall be used by the end of

the Term and shall not be expended for any other purpose without Fannie Mae's prior written approval. Any Grant Funds not used for the purposes set forth in Section 3 above or within the timeframe set forth above shall be promptly returned to Fannie Mae.

5. Representations and Warranties of Grantee.

- (a) **Tax-Exempt Status.** Grantee makes the following representations and warranties to Fannie Mae in connection with the receipt of this grant:
- (i) Grantee is exempt from taxes as a state or local government agency, having received such designation by the Internal Revenue Service;
 - (ii) such designation continues to be in effect and will continue to be in effect throughout the life of the grant;
 - (iii) there is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to Grantee's tax-exempt status under the Internal Revenue Code (the "Code");
 - (iv) Grantee covenants that it will inform Fannie Mae immediately of any actual or threatened change in Grantee status as a state or local government agency; and
 - (v) unless otherwise disclosed on **Exhibit A** attached hereto and incorporated herein by reference, Grantee shall acknowledge in writing its receipt of the grant from Fannie Mae within thirty (30) days of receipt and hereby confirms that Grantee provided no goods or services to Fannie Mae in consideration, in whole or in part, for the grant.
- (b) **No Political Purpose.** Grantee hereby represents and warrants that no portion of any payment made under this grant is for the purpose of:
- (i) influencing any legislation;
 - (ii) any federal, state, or local election;
 - (iii) participation in, or intervention in, any political campaign on behalf of (or in opposition to) any candidate for public office;
 - (iv) any attempt to influence the general public, or segments thereof, with respect to elections, legislative matters, or referendums;
 - (v) any direct communication with a "covered executive branch official" (as defined in Section 162(e) of the Code);
 - (vi) "electioneering communications" as that term is defined in the Bipartisan Campaign Reform Act of 2002 or defined under similar laws of any state or locality;
 - (vii) any other expense for which a deduction would be disallowed under Section 162(e) of the Code;
 - (viii) any use that would create a lobbying registration or reporting requirement for Fannie Mae under the Lobbying Disclosure Act or in any state or locality; or
 - (ix) payment of any kind to Fannie Mae, including, without limitation, repayment of any loan principal and/or interest owed to Fannie Mae.

- (c) **Due Authorization and Execution.** Grantee represents and warrants that Grantee's organization validly exists under, is authorized to conduct business in, and complies with, all applicable laws and regulations of all federal, state, and local jurisdictions.
 - (d) **Authority of Person Executing on behalf of Grantee.** Grantee represents and warrants that the person executing this Agreement is duly elected and an authorized officer of the Grantee and that, as such, is authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant, is authorized to make, execute and deliver on behalf of the Grantee all Agreements, representations, receipts, reports and other instruments of every kind.
6. **Prohibition of Grant Funds for Campaign Expenditures.** Fannie Mae is strictly prohibited by federal regulation from making contributions or expenditures in connection with federal, state or local elections, or in connection with any political convention or caucus.

7. **Records and Reporting Requirement of Grantee.**

- (a) **Records/Reports.** Grantee is required to keep a record of all receipts and expenditures relating to this grant and to provide Fannie Mae with a written final report summarizing the outcomes, promptly following the end of the period during which Grantee is able to use all Grant Funds. Fannie Mae also requires interim reports unless otherwise waived in this Agreement. Grantee reports should describe Grantee's progress in achieving the purposes of the grant and should include a detailed accounting of the uses or expenditure of all Grant Funds. Grantee also agrees to provide any other information reasonably requested by Fannie Mae. If Grantee's organization obtains any audited financial statements covering any part of the Term, Grantee must promptly provide a copy to Fannie Mae upon request from Fannie Mae. Grantee is required to keep the financial records with respect to this grant, along with copies of any reports submitted to Fannie Mae, for at least four (4) years following the year in which all Grant Funds are fully expended.

All grant reports and other deliverables should be emailed to grants_management@fanniemae.com.

- (b) **Access for Evaluation.** Grantee will permit Fannie Mae, at its own expense, to monitor and/or evaluate the use of the Grant Funds through various methods, including, but not limited to, site visits, conferences with Grantee staff, third party evaluations, and examination of books and records. Grantee will provide all reasonably necessary assistance to Fannie Mae for all such monitoring and evaluation efforts.

8. **Publicity Regarding Grant.**

- (a) **Fannie Mae Consent Required.** In all written materials relating to this grant, Grantee will acknowledge Fannie Mae as the Grantor. Grantee will not issue any press release, public announcement, or written material regarding, or relating to, Fannie Mae without Fannie Mae's prior written approval. If Grantee publishes an Internet link to Fannie Mae's website, Grantee will do so in compliance with Fannie Mae's Linking Agreement, described at:
http://www.fanniemae.com/kb/index?page=home&c=legal_linkingagreement.
- (b) **Fannie Mae Rights.** Fannie Mae may include information regarding this grant, including the amount and purpose of the grant, any photographs Grantee may have provided, a logo or trademark, or other information or materials about Grantee organization and its activities, in Fannie Mae's periodic public reports, newsletters, news releases and other publications, and Grantee grants Fannie Mae a non-exclusive, royalty-free, perpetual, irrevocable, transferable, fully paid-up, world-wide license to use, copy, display, operate, maintain, support, modify, enhance, sublicense and distribute such information or materials for the purposes set forth herein.

9. **Change in Grantee Status.** Grantee is required to provide Fannie Mae with immediate written notification of any substantive changes in Grantee's status included but not limited to the following:

- (a) any changes in Grantee's organization's tax-exempt status;
- (b) Grantee's inability to expend the grant for the purposes described herein;
- (c) any expenditure from this grant made for any purpose other than those for which the grant was intended;
- (d) any significant changes in Grantee's organization, program, project, or activity supported by the grant described above, including, but not limited to, Grantee's budget, expenditures, objectives, key personnel, schedule, or other circumstances that could affect the grant's purpose or intended outcomes; and
- (e) any existing or threatened litigation that would have the potential to adversely impact the reputation and standing of Grantee.

10. **Fannie Mae's Rights Regarding Grantee Non-Compliance and Grant Funds.**

- (a) **Events of Non-Compliance.** Fannie Mae reserves the right to terminate, discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any Grant Funds if Fannie Mae determines, in its sole discretion, that such action is necessary for, but not limited to, any of the following reasons:
 - (i) Fannie Mae has not received signed copies of this Agreement within fourteen (14) days after the date of Fannie Mae's Grant Award Letter;
 - (ii) Grantee has not fully complied with the terms and conditions of this Agreement;
 - (iii) Fannie Mae reasonably determines that there is an actual or threatened change in Grantee's tax-exempt status under the Code;
 - (iv) Fannie Mae determines that such action is needed due to reputational risk to Fannie Mae or to protect the purpose and objectives of the grant or any other charitable activities of Fannie Mae;
 - (v) failure of Grantee to comply with the disclosure requirements in Section 8 of this Agreement; or
 - (vi) Fannie Mae determines that such action is needed to comply with the requirements of any law or regulation applicable to Grantee, Fannie Mae or this grant.
- (b) **Compliance with Fannie Mae Requirements for Recapture.** In the event Fannie Mae requires a total or partial refund of any Grant Funds, Grantee agrees to return such Grant Funds, under the terms and conditions specified by Fannie Mae at the time recapture is requested.
- (c) **No Liability to Fannie Mae.** Fannie Mae will have no obligation or liability to Grantee or any other party for any expenses, damages, or losses of any sort due to Fannie Mae's delay or cancellation of all or any portion of the grant.

11. **Notices.** Excepting the reports and/or deliverables referenced in Section 7 of this Agreement, all communications regarding this Agreement shall be in writing, and faxed or emailed to the address shown at the top of the first page of this Agreement or to such other address as Fannie Mae advises Grantee in writing.

12. Relationship and Assignment/Delegation.

- (a) **Relationship.** The grant is strictly limited to the financial support given. As the grant does not create any legal relationship of any sort with Grantee, Grantee will make no public or private statement implying or stating that any partnership or other legal relationship exists between Grantee and Fannie Mae.
- (b) **Assignment/Delegation.** Grantee may not assign, or otherwise transfer, Grantee's rights or delegate any of Grantee's obligations under this grant without prior written approval from Fannie Mae, such approval being in Fannie Mae's sole and absolute discretion.

13. Miscellaneous.

- (a) **Non-Discrimination.** Grantee agrees to take all reasonable steps to provide services equitably to all persons without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, citizenship or immigration status (except in instances when belonging to one of those categories is a stated condition of receiving services and is so disclosed in Grantee's grant proposal to Fannie Mae).
- (b) **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the District of Columbia, without reference to or application of the conflicts of law principles. Any and all disputes between the parties that cannot be settled by mutual agreement shall be resolved solely and exclusively in the courts located within the District of Columbia. Both parties consent to the jurisdiction and venue of such courts and irrevocably waive any objections thereto.
- (c) **Compliance with Applicable Laws.** Grantee agrees to conduct all programs and activities funded by this grant in full compliance with all applicable federal, state and local laws, regulations and ordinances.
- (d) **D&O Coverage.** Grantee shall obtain and maintain appropriate Directors and Officers/Employment Practices liability insurance and Commercial General liability insurance against liabilities that may arise from activities relating to the grant.
- (e) **Governing Body.** Grantee certifies that it has disclosed the name of each appointed/elected government official and/or Fannie Mae employee that serves on the Grantee's board of directors or other decision-making body.
- (f) **Informed Decision.** Each party hereto acknowledges that it has read and understands this agreement, has had the opportunity to have counsel review this Agreement, and agrees to be bound by the terms hereof.
- (g) **Time of Essence.** Time is of the essence for the Grant Agreement.
- (h) **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter of this Agreement. No statements, agreements or representations, oral or written, which may have been made to the parties or any one or more of them, by any other party or by any employee or agent of such other party on behalf of such party, with respect to this Agreement shall be of any force or effect except to the extent stated in this Agreement, and all prior agreements and representations made with respect to this Agreement are merged in this Agreement. Any amendment to this Agreement shall be effective only if in writing and executed by both parties to this Agreement.

- (i) **No Third Party Beneficiaries.** All of the terms and conditions contained herein are solely for the benefit of Grantee and Fannie Mae. No other person or entity not a party to this Agreement has any rights to enforce the terms of this Agreement.
- (j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original of this Agreement, and all of which taken together shall constitute one and the same agreement.
- (k) **Captions.** The captions appearing in this Agreement are for descriptive purposes only and shall not be given substantive effect.

GRANTEE:
 County of Riverside Economic
 Development Agency
 By: *Robert Field*
 Name: ROBERT FIELD
 Title: ASSISTANT COUNTY
EXECUTIVE OFFICER/EDA
 Date: DEC. 22, 2011

GRANTOR:
 Fannie Mae
 By: *Rosie Allen Herring*
 Name: Rosie Allen Herring
 Title: Director, Office of Community and Charitable Giving
 Date: 1/3/2012

Please return this signed agreement by email or fax to
grants_management@fanniemae.com or 202-752-7044.

FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis*
 ANITA C. WILLIS DATE

EXHIBIT A

If goods or services were received by Fannie Mae, include a statement describing what goods and services were received by Fannie Mae and the value of any such goods or services.

ATTACHMENT I

TAX LETTER FORMAT

The Tax Letter should be submitted on Grantee's organization's letterhead and must include:

- a. the award date,
- b. Fannie Mae's name as Grantor,
- c. the amount of Fannie Mae's contribution,
- d. Grant ID, and
- e. a statement that no goods or services were received by Fannie Mae in exchange for the Fannie Mae grant. If goods or services were received by Fannie Mae, include a statement describing what goods and services were received by Fannie Mae and the value of any such goods or services.

For example:

County of Riverside Economic Development Agency acknowledges receipt of the \$50,000.00 grant, Grant ID 2659, from Fannie Mae, awarded on December 15, 2011. No goods or services were received by Fannie Mae in exchange for this grant.

Email or fax tax letter to grants_management@fanniema.com or 202-752-7044.

ATTACHMENT II

INTERIM AND FINAL REPORT FORMAT

Grantee Name: County of Riverside Economic Development Agency

Grant ID: 2659 (Please reference Grant ID in all correspondence regarding this grant)

Fannie Mae Contact: LaKish Cox Grant Amount: \$50,000.00

Grant End Date: 12/14/2012

Interim Report Due Date: 8/30/2012

Final Report Due Date: 1/15/2013

Grant Purpose: Support neighborhood stabilization efforts through the acquisition, rehabilitation, and resale of foreclosed properties to very low-income families in Riverside County, CA

Required outcomes, as outlined in the Grant Agreement:

- Acquire, rehab, or resell 5 redeveloped foreclosed properties

REPORT SUBMISSION INSTRUCTIONS

Report written by:

Name: _____ Title: _____

Reporting Period: _____

Interim Report: Final Report:

1. For each of the required outcomes, describe in detail:
 - o Grantee's progress toward meeting the goal;
 - o any challenges/setbacks in meeting each outcome; and
 - o any resultant changes to Grantee's goals, and/or plans.
2. Please describe any *best practices* employed and/or *lessons learned* in progression toward meeting required outcomes.
3. Please describe any and all significant financial changes, critical management changes (*e.g., CEO, COO, CFO, Chairman, Development Director, etc.*), or events that create significant public reputational risk that Grantee has experienced during the grant period.
4. Has Grantee encountered difficulties in progressing toward your outcomes, or experienced material financial, managerial, or reputational issues requiring a conversation with your Fannie Mae contact? If the answer is "YES", please explain.

YES NO

Email report to grants_management@fanniema.com.