

**FANNIE MAE
OFFICE OF COMMUNITY AND CHARITABLE GIVING**

GRANT AGREEMENT

This GRANT AGREEMENT ("Grant Agreement") is entered into as of the date set forth below, by and between Fannie Mae, 3900 Wisconsin Avenue, Washington, DC 20016 ("Fannie Mae" or "Grantor") and City of Las Vegas, 400 Stewart Avenue, Las Vegas, NV 89101 ("City of Las Vegas," "you" or "Grantee"). 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 City of Las Vegas, intending to be legally bound, agree as follows:

1. **Tax-Exempt Status.** The following must occur for you to get a grant ("Grant"):
 - (a) You certify to Fannie Mae in writing that: (1) City of Las Vegas is a government agency exempt from Federal income tax under the provisions Section 115 (1) of the Internal Revenue Code (the "Code"), having received such designation by the Internal Revenue Service; (2) such designation continues to be in effect and will continue to be in effect throughout the life of the Grant; (3) there is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under the Code; and (4) you will inform Fannie Mae immediately of any actual or threatened change in your status as a publicly supported organization as determined by the Internal Revenue Service to qualify you under Section 115 (1) of the Code.
 - (b) You acknowledge in writing your receipt of the Grant from Fannie Mae and confirm that you provided no goods or services to Fannie Mae in consideration, in whole or in part, for the Grant.
2. **Grant Term.** This Grant is made for the period of 10/1/2009 to 9/30/2010 (the "Term"), unless otherwise terminated in accordance with this Grant Agreement.
3. **Grant Purpose.**
 - (a) Purpose. This Grant is made expressly and solely for the purpose to support the creation of a foreclosure prevention website and other outreach efforts in Las Vegas, NV.
 - (b) Outcomes/Outputs. During the Term, your organization will use the Grant funds to achieve the following outcomes:

Outcomes/Outputs
• Roll out foreclosure prevention website • Outreach to 500 borrowers • Refer 250 borrowers to HUD counseling agencies • 50 avoid foreclosure

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

Due Date	Deliverable Description	Payment Amount	Payment Date
09/30/2009	Executed Grant Agreement ACH form Signed W-9	\$75,000	30 days after receipt and acceptance of Deliverable
Within 30 days from	Tax Letter in the format outlined in Attachment I	\$0	N/A

grant payment date			
04/01/2010	Interim Report on outcomes progress in the format outlined in Attachment II	\$0	N/A
11/01/2010	Final Report on outcomes completion in the format outlined in Attachment II	\$0	N/A

4. Grant Funds.

- (a) 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.
- (b) You hereby certify 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) Fannie Mae is strictly prohibited from making contributions or expenditures in connection with federal, state or local elections, or in connection with any political convention or caucus. (See 11 C.F.R. §114.2(a)). Accordingly, we will include as a memo notation on any checks provided to you: **"Not for use in connection with any federal, state or local election."**

5. Records/Reports and Access for Evaluation.

- (a) Records/Reports. You are 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 project, promptly following the end of the period during which you are to use all Grant funds. Fannie Mae also requires interim reports unless otherwise waived in this Agreement. Your reports should describe your progress in achieving the purposes of the Grant and should include a detailed accounting of the uses or expenditure of all Grant funds. You also agree to provide any other information reasonably requested by Fannie Mae. If your organization obtains any audited financial statements covering any part of the Term, you must promptly provide a copy to Fannie Mae. You are 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.
- (b) Access for Evaluation. You 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 your staff, third party evaluations, examination of books and records. You will provide all reasonably necessary assistance to Fannie Mae for all such monitoring and evaluation efforts.

6. Publicity.

- (a) In all written materials relating to this Grant, you will acknowledge Fannie Mae as the Grantor. You 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 you publish an Internet link to Fannie Mae's website, you will do so in compliance with Fannie Mae's Linking Agreement, described at <http://www.fanniemae.com/legal/linking.html>.
- (b) Fannie Mae may include information regarding this Grant, including the amount and purpose of the Grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in Fannie Mae's periodic public reports, newsletters, news releases and other publications, and you grant 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, prepare derivative works of, sublicense and distribute such information or materials for the purposes set forth herein.

7. Right to Modify or Revoke.

- (a) Fannie Mae reserves the right to 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 any of the following reasons: (1) Fannie Mae has not received signed copies of this Grant Agreement within fourteen (14) days after the date of Fannie Mae's Grant award letter; (2) you have not fully complied with the terms and conditions of this Grant Agreement; (3) Fannie Mae reasonably determines that there is an actual or threatened change in your tax-exempt status under the Code; (4) Fannie Mae determines that such action is needed to protect the purpose and objectives of the Grant or any other charitable activities of Fannie Mae; or (5) Fannie Mae determines that such action is needed to comply with the requirements of any law or regulation applicable to you, Fannie Mae or this Grant. In any such instance, you agree to return such Grant funds, under the terms specified by Fannie Mae.
- (b) Fannie Mae will have no obligation or liability to you or to 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.

8. Notification.

- (a) Requirements. You are required to provide Fannie Mae with immediate written notification of: (1) any changes in your organization's tax-exempt status; (2) your inability to expend the Grant for the purposes described herein; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; or (4) any significant changes in your organization, program, project, or activity supported by the Grant described above, including, but not limited to, your budget, expenditures, objectives, key personnel, schedule, or other circumstances that could affect the Grant's purpose or intended outcomes.
- (b) Method. Excepting the reports and/or deliverables to be submitted, all communications regarding this Grant Agreement shall be in writing and faxed, emailed, mailed, or delivered to the address shown at the top of the first page of this Grant Agreement or to such other address as Fannie Mae advises you in writing.

9. 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 you, you will make no public or private statement implying or stating that any partnership or other legal relationship exists between you and Fannie Mae.

(b) Assignment/Delegation. You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this Grant without prior written approval from Fannie Mae.

10. **Governing Law.** This Grant Agreement will be governed by, and construed in accordance with, the law 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.

11. **Miscellaneous.** By executing this Grant Agreement, you: (1) certify that your 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; (2) agree 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); (3) agree to conduct all programs and activities funded by this Grant in full compliance with all applicable federal, state and local laws, regulations and ordinances; (4) commit to 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; (5) certify that you are duly elected and an authorized officer of the Grantee and that, as such, are 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, are authorized to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind; and (6) represent that you have 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.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS GRANT AGREEMENT, AND AGREES TO BE BOUND BY THE TERMS HEREOF.

City of Las Vegas

~~Oscar B. Goodman~~

Name (typed/printed)

~~Mayor of City of Las Vegas~~

Title

Signature

Gary Reese, Mayor Pro-Tem

Date

Attest: By

BEVERLY K. BRIDGES, MMC, City Clerk

FANNIE MAE

Rosie Allen Herring

Name (typed/printed)

Director, Office of Community and Charitable Giving

Title

Signature

Date

APPROVED AS TO FORM

James B. Lewis
Deputy City Attorney

Date

Please return this signed agreement by email or fax to Keely O'Callaghan at keely_ocallaghan@fanniemae.com or 202-752-5001.

ATTACHMENT I

TAX LETTER FORMAT

The Tax Letter should be submitted on your 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, and
- d. a statement that no goods or services were received by Fannie Mae in exchange for the Fannie Mae grant or a statement describing what goods and services were received by Fannie Mae and the value of any such goods or services.

For example:

The City of Las Vegas acknowledges receipt of the \$75,000.00 grant from Fannie Mae, awarded on September 16, 2009. No goods and services were received by Fannie Mae in exchange for this grant.



LAS VEGAS CITY
COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE
(MAYOR PRO-TEM)
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

CITY MANAGER
ELIZABETH N. FRETWELL

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

October 9, 2009

Keely O'Callaghan
Senior Program Manager
Office of Community and Charitable Giving
Fannie Mae
3900 Wisconsin Avenue, NW
Washington, DC 20016-2892

Dear Ms. O'Callaghan:

The city of Las Vegas acknowledges receipt of a Fannie Mae Grant in the amount of \$75,000 awarded on September 16, 2009 and confirms that no goods and services were received by Fannie Mae in exchange for this grant.

The city of Las Vegas is a government agency exempt from Federal income tax under the provisions Section 115 (1) of the Internal Revenue Code (the "Code"), having received such designation by the Internal Revenue Service. Such designation continues to be in effect and will continue to be in effect throughout the life of the Grant; and there is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to our tax-exempt status under the Code.

The city of Las Vegas will inform Fannie Mae immediately of any actual or threatened change in our status as a publicly supported organization as determined by the Internal Revenue Service to qualify under Section 115 (1) of the Code.

If you should require additional information, please feel free to contact Stephen K. Harsin, Director of Neighborhood Services at (702) 229-2317.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth N. Fretwell".

Elizabeth N. Fretwell
City Manager
City of Las Vegas

cc: Stephen K. Harsin, AICP, Director
Lisa Morris Hibbler, Deputy Director

Encl. Fannie Mae Grant Agreement
Fannie Mae Supplier Direct Deposit Form

ATTACHMENT II

INTERIM AND FINAL REPORT FORMAT

Grantee Name: City of Las Vegas

Fannie Mae Contact: Keely O'Callaghan

Grant Amount: \$75,000.00

Grant End Date: 9/30/2010

Interim Report Due Date: 04/01/2010

Final Report Due Date: 11/01/2010

Required outcomes, as outlined in the Grant Agreement:

- Roll out foreclosure prevention website
- Outreach to 500 borrowers
- Refer 250 borrowers to HUD counseling agencies
- 50 avoid foreclosure

REPORT SUBMISSION INSTRUCTIONS

Report written by:

Name: Lisa Morris Hibbler

Title: Deputy Director/Neighborhood Services

Reporting Period: Quarterly for 18 month period

Interim Report ☒

Final Report ☐

1. For each of the required outcomes, describe in detail:
 - your organization's progress toward meeting the goal;
 - any challenges/setbacks in meeting each outcome; and
 - any resultant changes to your goals, and/or plans.
2. Please describe any *best practices* employed and/or *lessons learned* in progression toward meeting your 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 your organizations has experienced during the grant period.
4. Has your organization encountered difficulties in progressing toward your outcomes, or experienced material financial, managerial, or reputational issues requiring a conversation with your Fannie Mae contact? YES ☐ NO ☐

Email report to Nicole C. Hawkins at nicole_c_hawkins@fanniemae.com