

INTERLOCAL AGREEMENT TERM SHEET

Proposed Terms and Conditions for an Interlocal Agreement
between
the City of Jacksonville (City) and Jacksonville Housing Finance Authority (JHFA)
for
the Establishment of a
Multifamily Housing Development Loan Fund (“Fund”)

Any substantial change to these Proposed Terms and Conditions will require Council and JHFA approval

There shall be an executed Interlocal Agreement (the “Agreement”) between the City and JHFA incorporating the following specific terms and conditions, in addition to any terms and conditions and any other contractual provisions, as reasonably required by either party or the Office of General Counsel.

- The purpose of the Multifamily Housing Development Loan Fund (“Fund”) is to provide multifamily development loans for the purpose of financing a portion of the costs related to the acquisition and construction or rehabilitation of multifamily residential housing facilities in Duval County, Florida in accordance with the requirements of Chapter 52, *Ordinance Code*, and JHFA’s then established loan application program, policies and procedures (the “Approved Use”).
- Within thirty (30) days after the execution of the Agreement, the City shall deposit funds in an amount equal to \$1,000,000 into the Fund, whereupon the JHFA shall deposit matching funds of \$1,000,000 into the Fund. The Fund shall be owned and controlled by the JHFA and held in a JHFA established account, subject to the terms of the Agreement.
- The funds deposited into the Fund, and all interest earned thereon, shall be used by the JHFA for the Approved Use. Any funds received by the JHFA for the repayment of any loans made from the Fund shall be redeposited into the Fund for the Approved Use.
- As part of its annual reporting pursuant to Section 52.112, *Ordinance Code*, JHFA shall include a report regarding the Fund detailing the qualifications of approved developers and project descriptions, including number of affordable housing units; actual disbursements made from the Fund and status of loan funds disbursed; status of construction and/or rehabilitation of multifamily residential housing facilities; repayments deposited into the Fund; and delinquency reports and collections efforts, if applicable.
- JHFA shall be responsible for complying with all applicable federal, state or local legal requirements in connection with the Agreement and its operation and administration of the Fund.
- The City’s administrative staff, and the City Council Auditors office, shall have the right to audit JHFA records related to the Fund and any disbursements therefrom, at reasonable times and upon reasonable notice.
- The term of the Agreement shall be 20 years and the funds remaining in the Fund at the expiration of such term shall remain the property of JHFA, provided that there is no continuing event of default by JHFA under the Agreement.