

**SECOND AMENDMENT TO INTERFUND LOAN AGREEMENT  
BETWEEN CITY OF FRESNO SEWER OPERATING FUND  
AND THE CITY OF FRESNO GENERAL FUND**

This SECOND AMENDMENT TO INTERFUND LOAN AGREEMENT (Amendment) between the City of Fresno Sewer Operating Fund (Fund No. 40501) (Lender) and the City of Fresno General Fund (Fund No. 10101) (Borrower) made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, amends the Agreement (defined below) previously entered into between the Lender and Borrower.

**RECITALS**

Lender and Borrower entered into an Interfund Loan Agreement in an amount not to exceed \$10,000,000 regarding the purchase of the Valley Inn motel for homeless housing and associated rehabilitation and property management costs on June 10, 2021, (Agreement); and

The Agreement provides that Borrower shall repay Lender, in full, by June 30, 2022; and

On June 23, 2022, Borrower and Lender executed a First Amendment to extend the repayment deadline from June 30, 2022, to December 31, 2022, to allow sufficient time to receive and use the City's Homekey 2.0 funds for repayment under the Agreement; and

The Homekey 2.0 funds are not yet available for repayment under the Agreement; and

Borrower and Lender desire to extend the repayment deadline from December 31, 2022, to March 31, 2023, to allow sufficient time to receive and use Homekey 2.0 funds for repayment under this Agreement.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree the aforesaid Agreement be amended as follows:

**AMENDMENTS**

1. The repayment deadline of December 31, 2022, as set forth in Section 3 of the Agreement, is extended to March 31, 2023.

2. The one-time scheduled payment of December 31, 2022, as set forth in Section 4 of the Agreement, is extended to March 31, 2023.

3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto, which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

4. Whenever the Agreement is referred to, it shall mean the Agreement as modified by this Amendment. Except as otherwise provided herein, the Agreement

entered into between Borrower and Lender remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day, and year first above written.

LENDER

BORROWER

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Georgeanne A. White,  
City Manager, City of Fresno

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City Manager, City of Fresno