

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

This FIRST AMENDMENT TO INTERFUND LOAN AGREEMENT between the City of Fresno Sewer Operating Fund (Fund No. ____) (Lender) and the City of Fresno General Fund (Fund No. ____) (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

The City applied for funds from the State of California's Housing and Community Development Homekey 2.0 and have received early indication that the City will receive an award in July 2022. (Homekey 2.0 funds), which shall be the source of repayment for the Agreement; and

The Homekey 2.0 funds are not expected to be disbursed until the end of 2022; and

Borrower and Lender desire to extend the repayment deadline from June 30, 2022, to December 31, 2022, to allow sufficient time to receive and use the Homekey 2.0 funds for repayment under the 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 June 30, 2022, as set forth in the Section 3 of the Agreement, is extended to December 31, 2022.

2. The one-time scheduled payment of June 30, 2022, as set forth in Section 4 of the Agreement, is extended to December 31, 2022.

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

Georgeanne White,
City Manager, City of Fresno

Georgeanne White,
City Manager, City of Fresno