

INTERFUND LOAN AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND THE BORONDA COUNTY SANITATION DISTRICT – ZONE 2 SAN JERARDO

This Loan Agreement (“**Agreement**”) is executed as of _____, 2018, between the Boronda County Sanitation District – Zone 2 San Jerardo (BCSD-Zone 2 San Jerardo) (“**Borrower**”) and the County of Monterey (“**Lender**”). Lender agrees to lend to Borrower, and Borrower agrees to repay to Lender an amount not to exceed the Principal Amount and interest accrued on the unpaid loan balance, in accordance with the following:

1. Purpose of the Loan: To provide funds for use by Borrower, to fund Borrower’s costs for response and repairs water system controls system, fire pump and related repairs from damaged caused during winter storm in February 2017. The loan shall account for borrowing between the Boronda County Sanitation District – Zone 2 San Jerardo Fund, Fund No. 157 and the General Fund, Fund No. 001.

2. Principal Loan Amount: **Principal Loan Amount:** Not to exceed One hundred ninety-six thousand, four hundred seventy-one and no/100 Dollars (\$196,471). The loan will be recorded as receivable to the Lender and payable to the Borrower.

3. Term of the Loan: The term of this loan shall begin one year after a water rate increase has been established that includes provisions for loan payback into the rates and the outstanding loan balance is to be repaid by the payoff date established in the rate study.

4. Scheduled Payments: Borrower shall make payments each fiscal year beginning one year after a sewer rate increase has been established and the District’s cash balance is at least 10% of its operating expenditure budget. Such payments are due within thirty (30) days following the final closing of the Borrower’s Financial Books for each fiscal year. At a minimum, annual Scheduled Payments shall equal the amount of any accrued interest though June 30 of that fiscal year plus a principal payment equal one-twentieth (1/20) of the original principal amount.

5. Repayment Source: Borrower must maintain positive cash balance of at least 10% of its operating expenditure budget to be able to repay the loan; excess cash balance (over the 10%) should be used to make scheduled payments and catch-up payments. Missed scheduled payments shall be reported by the BCSD-Zone 2 San Jerardo to the Monterey County Board of Supervisors and the District Board annually, no later than 90 days past June 30.

6. Rate of Interest: Simple interest shall accrue annually on June 30 on the outstanding principal loan balance at the variable rates based on the County Treasury Pooled Interest Rate. Loan interest will be recorded as revenue to the Lender and expenditure to the Borrower.

7. General Provisions: This Agreement constitutes the full Agreement by and between the parties and no other representations have been made regarding the contents of this Agreement. This Agreement shall not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been reduced to writing and executed by both parties.

LENDER: County of Monterey

Fund Name: General Fund 001

By: _____

NAME, POSITION

BORROWER: Boronda County Sanitation District-Zone 2 San Jerardo

Fund Name: Fund No. 157

By: _____

NAME, POSITION