

**CERTIFICATE OF THE COUNTY OF [PARTICIPATING COUNTY]  
ACCOMPANYING MATCH FUNDING FOR THE [PARTICIPATING COUNTY]  
JAIL PROJECT**

WHEREAS, pursuant to Chapter 3.11 of Part 10b of Division 3 of Title 2 of the California Government Code (the "Law"), the State Public Works Board (the "Board") is authorized to finance the acquisition, design and construction of a jail facility approved by the Corrections Standards Authority (the "CSA") pursuant to Section 15820.906 of the Government Code of the State (the "AB 900 Jail Financing Program");

WHEREAS, pursuant to California Code of Regulations Title 15, Division 1, Chapter 1, Subchapter 6, only the cost of construction activities are potentially eligible for reimbursement under the AB 900 Jail Financing Program – acquisition, pre-design and design costs are not eligible;

WHEREAS, the County of \_\_\_\_\_ (the "Participating County") has proposed to build a jail facility, the \_\_\_\_\_ project, (the "Project"), to be located on \_\_\_\_\_, real property controlled by the Participating County through fee-simple ownership (the "Site"); and

WHEREAS, pursuant to the Law, the Participating County is paying a portion of the costs of the Project (the "Hard (cash) Match") as described in Exhibit 1;

WHEREAS, the Board intends to assist in the oversight and financing of the Project, subject to satisfaction of certain conditions and requirements of the Board, and the Board may in its sole, reasonable discretion, issue and sell lease revenue bonds as necessary (the "Bonds");

WHEREAS, the interests of both the Board and the Participating County require confirmation of certain facts and certain assurances concerning the Hard (cash) Match;

NOW, THEREFORE, the Participating County, acting through its duly authorized representative, does hereby represent, warrant and covenant as follows:

(A) Lawfully Available Funds. The Hard (cash) Match, as described in Exhibit 1, has been derived exclusively from lawfully available funds of the Participating County.

(B) Hard (cash) Match Is Legal and Authorized. The payment of the Hard (cash) Match for the Project (i) is within the power, legal right, and authority of the Participating County, (ii) is legal and will not conflict with or constitute on the part of the Participating County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the Participating County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the Participating County is a party or by which the Participating County or its properties or funds are otherwise subject or bound,

decree, or demand of any court or governmental agency or body having jurisdiction over the Participating County or any of its activities, properties or funds, and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the Participating County. The authorized representative of the Participating County executing this Certificate is fully authorized and empowered to take such actions for and on behalf of the Participating County.

(C) Governmental Consents. The execution, delivery, and performance by the Participating County of this certificate and the use of the Hard (cash) Match for the costs of the Project do not require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority other than the Participating County in connection with the execution, delivery, and performance of this Certificate, the consummation of any transaction herein contemplated, or the offer, issue, sale, or delivery of the Bonds, except as shall have been obtained or made and as are now in full force and effect.

(D) No Prior Pledge. The Hard (cash) Match and the Project are not and will not be mortgaged, pledged, or hypothecated by the Participating County in any manner or for any purpose and have not been and will be the subject of a grant of a security interest by the Participating County. In addition, the Hard (cash) Match and the Project are not and will not be mortgaged, pledged, or hypothecated for the benefit of the Participating County or its creditors in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest in favor of the Participating County or its creditors. The Participating County shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

IN WITNESS WHEREOF, the undersigned duly authorized representative of the Participating County has executed and delivered this Certificate to the Board on the date set forth below.

Date: \_\_\_\_\_, 20xx

COUNTY OF [PARTICIPATING COUNTY]

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit 1-Description of Hard (cash) Match