

\$(PRINCIPAL AMOUNT)
STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA
LEASE REVENUE BONDS
2020 SERIES D
(VARIOUS CAPITAL PROJECTS)

CERTIFICATE OF THE COUNTY OF MONTEREY

The undersigned, Chair of the Board of the County of Monterey (the "Participating County"), acting in his official capacity, hereby certifies as follows in connection with the issuance of the above-captioned Lease Revenue Bonds of the State Public Works Board of the State of California (the "Bonds").

1. I am the duly appointed and qualified Chair of the Board of the Participating County.
2. The Participating County is a duly organized and validly existing entity under the laws of the State of California (the "State") and is a political subdivision thereof, with all requisite legal right, power and authority to: (a) enter into and perform its obligations under the Ground Lease, dated as of January 29, 2016, by and between the Participating County and the Department of Corrections and Rehabilitation of the State of California (the "Department") and recorded on February 9, 2016 in the Official Records of the County of Monterey as Document No. 2016006839 (the "Ground Lease"), the Easement Agreement for Grants of Access, Utilities and Repairs, dated as of January 29, 2016, by and between the Participating County and the Department and recorded on February 9, 2016 in the Official Records of the County of Monterey as Document No. 2016006838 (the "Easement Agreement"), and the Facility Sublease, dated as of October 1, 2020, by and between the Department and the Participating County (the "Facility Sublease"); (b) manage and control property for the use and benefit of the Participating County; and (c) enter into and perform all of the transactions contemplated by the Ground Lease, the Easement Agreement and the Facility Sublease.
3. The Participating County has duly authorized the execution and delivery of the Ground Lease, the Easement Agreement and the Facility Sublease, and the performance of all obligations on its part to be performed thereunder.
4. The Participating County is not in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument to which the Participating County is a party or otherwise subject, which breach or default would in any way materially and adversely affect the Ground Lease, the Easement Agreement or the Facility Sublease or the performance by the Participating County of its obligations thereunder, and no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default, and the execution and delivery by the Participating County of the Facility Sublease and compliance with the provisions of the Ground Lease, the Easement Agreement, and the Facility Sublease will not materially conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree or any agreement or other instrument to which the Participating County is a party or otherwise subject; nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge, encumbrance or security interest of any nature whatsoever upon any of the revenues, property or assets of the Participating County,

except as expressly provided or permitted by the Ground Lease, the Easement Agreement and the Facility Sublease.

5. No consent, authorization or approval of, or filing or registration with, any governmental or regulatory office or body not already obtained is required to be obtained by the Participating County for the execution and delivery of the Facility Sublease and, except as described in the Official Statement relating to the Bonds dated [OS DATE], 2020 (the "Official Statement"), no consent, authorization or approval of, or filing or registration with, any governmental or regulatory office or body not already obtained by the Participating County is required to be obtained by the Participating County for the performance of the Ground Lease, the Easement Agreement or the Facility Sublease. The Participating County has obtained all consents, authorizations and approvals necessary for the Participating County to operate and maintain the Facility (as defined in the Facility Sublease) all in the manner contemplated by the Facility Sublease and the Facility is now available for use and occupancy by the Participating County in the manner contemplated by the Facility Sublease.

6. There are no Permitted Encumbrances (as defined in the Facility Sublease) or unrecorded rights existing as of the date hereof that will result in a substantial interference with the use and occupancy of the Facility by the Department and the Participating County under the Facility Lease and the Facility Sublease, respectively.

7. Except as set forth in the Official Statement, no litigation is pending (with service of process having been accomplished) or, to the knowledge of the undersigned after due investigation, threatened (a) to restrain or enjoin the execution of the Facility Sublease, (b) to restrain or enjoin the completion of construction of the Project (as defined in the Facility Sublease) performance under the Ground Lease, the Easement Agreement or the Facility Sublease, or the use and occupancy by the Participating County of the Facility in accordance with the Facility Sublease, or (c) in any way contesting or affecting the validity of the Ground Lease, the Easement Agreement or the Facility Sublease or any other document, license, permit or approval necessary to the constructing or undertaking of the construction of the Project, or the performance by the Participating County under the Ground Lease, the Easement Agreement or the Facility Sublease.

8. Except as set forth in the Official Statement, there is no litigation pending (with service of process having been accomplished), or, to the knowledge of the undersigned after due investigation, threatened against the Participating County or involving any of the property or assets under the control of the Participating County including, without limitation, the Facility, that involves the possibility of any judgment or uninsured liability which would materially and adversely affect the performance by the Participating County under the Ground Lease, the Easement Agreement, the Facility Sublease, or any other agreements or instruments entered into by the Participating County relative to the transactions contemplated by the Bonds.


9. The resolution of the Participating County (the "Resolution") authorizing the execution and delivery of the Facility Sublease and ratifying all previous actions with respect to the Facility was duly adopted at a meeting of the Board of Supervisors of the Participating County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Resolution has not been amended or rescinded and is still in full force and effect. A copy of the Resolution is attached hereto as Exhibit A.

10. The Participating County acknowledges that the Facility Sublease requires written consent of the Department and the State Public Works Board of the State of California to any assignment, subletting, transfer or the entering into of any use agreement with respect to all or any part of the interest of the Participating County in the Facility Sublease, the Facility or the Easement Property (as defined in the Ground Lease) and provides that the Participating County will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the Facility except Permitted Encumbrances (as defined in the Facility Sublease). The Participating County hereby covenants to comply with the requirements of the Facility Sublease.

IN WITNESS WHEREOF, I have executed this certificate this 7th day of October, 2020.

COUNTY OF MONTEREY

By:


Christopher Michael Lopez
Chair of the Board

APPROVED AS TO FORM AND LEGAL EFFECT:

By:


Mary Grace Perry
Deputy County Counsel

9-28-2020

10. The Participating County acknowledges that the Facility Sublease requires written consent of the Department and the State Public Works Board of the State of California to any assignment, subletting, transfer or the entering into of any use agreement with respect to all or any part of the interest of the Participating County in the Facility Sublease, the Facility or the Easement Property (as defined in the Ground Lease) and provides that the Participating County will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the Facility except Permitted Encumbrances (as defined in the Facility Sublease). The Participating County hereby covenants to comply with the requirements of the Facility Sublease.

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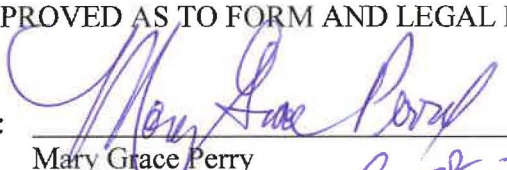
COUNTY OF MONTEREY

By:


Christopher Michael Lopez
Chair of the Board

APPROVED AS TO FORM AND LEGAL EFFECT:

By:


Mary Grace Perry
Deputy County Counsel

9-28-2020

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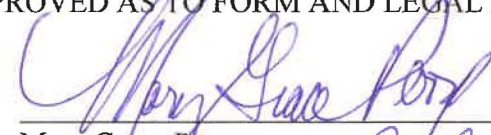
By: 
Mary Grace Perry
Deputy County Counsel 9-28-2020

EXHIBIT A

RESOLUTION OF THE PARTICIPATING COUNTY ADOPTED SEPTEMBER 15, 2020



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Jane Parker seconded by Supervisor John M. Phillips to approve Consent Calendar Item Number's 20 through 39 excluding Consent Item No. 19 which was continued for the requested information to another date to be determined.

Adopted Resolution No. 20 – 301 to:

- a. Authorize the execution and delivery of a Facility Sublease for and ratification of all previous actions with respect to the Monterey County Juvenile Project (New Juvenile Hall Project 8811) in a form substantially similar to the attached with such additions thereto and changes therein as are required by the Department of Corrections and Rehabilitation of the State of California ("Department") or the State Public Works Board of the State of California ("Board") as conditions to the issuance of the Bonds, and certain actions in connection therewith; and
- b. Authorize the Chair of the Board of Supervisors, County Administrative Officer and/or the Assistant County Administrative Officer(s) to act as Authorized Signatory(s) to execute the Facility Sublease in a form substantially similar to the attached and with such additions thereto and changes therein as are required by the Department or the Board as conditions to the issuance of the Bonds and execute necessary documents, certificates, and related actions.
- c. Authorize the Director of the Resource Management Agency (RMA) or the RMA Director's designee to issue a Certificate of Substantial Completion for the Phase I portion of the Facility currently occupied by Probation, in accordance with the contract Plans and Specifications, and other certificates of completion as applicable for the remainder of the construction work.

PASSED AND ADOPTED on this 15th day of September 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 15, 2020.

Dated: September 15, 2020
File ID: RES 20-147
Agenda Item No.: 38

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy

Attachment A

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*Before the Board of Supervisors in and for the
County of Monterey, State of California*

Resolution No.: 20 - 301

Adopted Resolution to:

- a. Authorize the execution and delivery of a Facility Sublease and ratification of all previous actions with respect to the Monterey County Juvenile Project (New Juvenile Hall Project 8811) in a form substantially similar to the attached with such additions thereto and changes therein as are required by the Department of Corrections and Rehabilitation of the State of California ("Department") or the State Public Works Board of the State of California ("Board") as conditions to the issuance of the Bonds, and certain actions in connection therewith; and
- b. Authorize the Chair of the Board of Supervisors, and/or County Administrative Officer and/or the Assistant County Administrative Officers to act as Authorized Signatory(s) to execute the Facility Sublease in a form substantially similar to the attached and with such additions thereto and changes therein as are required by the Department or the Board as conditions to the issuance of the Bonds and execute necessary documents, certificates, and related actions.
- c. Authorize the Director of the Resource Management Agency (RMA) or the RMA Director's designee to issue a Certificate of Substantial Completion for the Phase I portion of the Facility currently occupied by Probation, in accordance with the contract Plans and Specifications, and other certificates of completion as applicable for the remainder of the construction work.....

WHEREAS, the County of Monterey (the "County"), the State Public Works Board of the State of California (the "Board"), and the Department of Corrections and Rehabilitation of the State of California (the "Department") and the Board of State and Community Corrections of the State of California (the "BSCC") have previously entered into that certain Project Delivery and Construction Agreement dated as of October 9, 2015 (the "Project Agreement") with respect to the construction of a local youthful offender rehabilitative facility, commonly known as the Monterey County Juvenile Project described in Exhibit A hereto (the "Project"); and

WHEREAS, the County has leased to the Department certain real property (the "Site") described in Exhibit B to that certain Ground Lease dated as of January 29, 2016 by and between the County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on February 9, 2016 in the Official Records of the County as Document No. 2016006839 (the "Ground Lease") on which the Project is being constructed; and

WHEREAS, the Department and the County also entered into that certain Easement Agreement for Grants of Access, Utilities and Repairs dated as of January 29, 2016 and recorded on February 9 2016 in the Official Records of the County as Document No. 2016006838 (the "Easement Agreement") pursuant to which the County granted to the Department and the Board certain appurtenant easements in certain property adjacent to the Site; and

WHEREAS, the Board intends to provide long-term financing for the Project through the issuance and sale of lease revenue bonds of the Board (the "Bonds") as authorized by the State Building Construction Act of 1955 (being Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15800) (the "Act"), which Bonds will be secured, in part, by the Base Rental payments to be made under a Facility Lease to be entered into by and between the Department and the Board (the "Facility Lease"); and

WHEREAS, in connection with the issuance of the Bonds, the Department intends to lease the Site to the Board pursuant to the terms of a Site Lease between the Board and the Department (the "Site Lease") and the Board intends to lease the Site and the Project (together, the "Facility") to the Department pursuant to the terms of the Facility Lease; and

WHEREAS, upon the issuance of the Bonds, the County and the Department intend to enter into a Facility Sublease (the "Facility Sublease"), the form of which has been presented to the Board of Supervisors for approval at the meeting at which this resolution is being adopted;

WHEREAS, to facilitate the issuance of the Bonds, the Board of Supervisors of the County of Monterey authorizes the Director of the Resource Management Agency (RMA) or the RMA Director's designee to issue a Certificate of Substantial Completion for the Phase I portion of the Facility currently occupied by Probation, in accordance with the contract Plans and Specifications, and other certificates of completion as applicable for the remainder of the construction work.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Monterey that:

Section 1. Each of the foregoing recitals is true and correct.

Section 2. The form of the Facility Sublease presented at this meeting is hereby approved. Each of the Chair of the Board of Supervisors, County Administrative Officer and/or the Assistant Administrative Officer(s), or their designees (collectively, the "Authorized Officers"), acting alone, is hereby authorized for and in the name of the County to execute, and the Clerk of the Board of Supervisors is authorized to attest, the Facility Sublease, in substantially the form hereby approved, with such additions thereto and changes therein as are required by the Department or the Board as conditions to the issuance of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery thereof by any one of the Authorized Officers each of whom, acting alone, is authorized to approve such changes. Each of the Authorized Officers is further authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Facility Sublease. The County hereby consents to the terms of the Site Lease and the Facility Lease and acknowledges that the County's right to occupy the Facility pursuant to the Facility Sublease may be terminated in accordance with Section 10 of the Facility Sublease, including (i) in the event of a default under the Facility Lease, as a result of the Board exercising its rights to re-enter and re-let the Facility in accordance with the Facility Lease, and (ii) in the event of a default under the Facility Sublease as a result of the Department exercising its rights to re-enter and re-let the Facility in accordance with the Facility Sublease.

Section 3. All actions heretofore taken by any officer of the County with respect to the execution and delivery of the Project Agreement, the Ground Lease and the Easement Agreement are hereby ratified, approved and confirmed and the County affirms that the Project Agreement, the Ground Lease and the Easement Agreement remain in full force and effect and enforceable against the County in accordance with their terms. The County reaffirms that each of the representations made by the County in the Certificate of the County of Monterey Regarding its Cash (Hard) Match for the Monterey County Juvenile Hall Project and in the Certificate of the County of Monterey Regarding its Other Participating County Funding for the Monterey County Juvenile Hall Project attached as Exhibit E to the Project Agreement is true and accurate as of the date hereof and remain valid and binding on the County.

Section 4. Each of the Authorized Officers and the other officers of the County, acting alone, is hereby authorized to do any and all things and to execute and deliver any and all documents, certificates (including tax certificates) and agreements which they may deem necessary and advisable in order to consummate the execution and delivery of the Facility Sublease and the issuance of the Bonds and otherwise effectuate the purposes of this Resolution. In the event that the Clerk of the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document.

Section 5. To facilitate the issuance of said Bonds, the Director of the Resource Management Agency (RMA) or the RMA Director's designee is authorized to issue a Certificate of Substantial Completion for the Phase I portion of the Facility currently occupied by Probation, in accordance with the contract Plans and Specifications, and other certificates of completion as applicable for the remainder of the construction work.

Section 6. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED on this 15th day of September 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

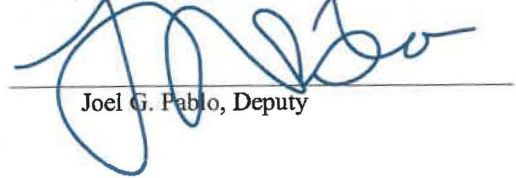
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 15, 2020.

Dated: September 15, 2020

File ID: RES 20-147

Agenda Item No.: 38

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy

Exhibit A

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EXHIBIT A
DESCRIPTION OF PROJECT

Monterey Juvenile Project

The Monterey Juvenile Project consists of the design and construction of an expansion and renovation to the existing juvenile facility on county-owned land in Salinas. This project includes demolition of several existing buildings, renovation to the existing dormitory, construction of two new housing buildings; a new administration, visitation, and medical service building, a modular/portable building for equipment storage, four new school classrooms, gymnasium, and public and staff parking areas.

The housing buildings will consist of two new standard-security housing buildings providing 30 beds each, and the renovation of the 20-bed dormitory area in an existing standard-security housing building, for a total of 80 beds. Each housing building will include a unit security control room, showers, interview/exam rooms, day rooms, and outdoor recreation space. Dining will be provided within the day use areas of the housing units which have enough tables and chairs to provide individual seating for 80 youth. Operationally, kitchen and institutional laundry services will continue to be provided off site through the Monterey County Youth Center or outside vendor. Minimal laundry accommodations will be provided as part of the new administration building intake processing and personal property storage area.

The new administration, visitation, and medical services building will feature various program spaces, including areas for religious and mental health services; contact and non-contact visitation; central control; medical facilities; staff offices; intake processing; release; staff training area; staff locker rooms; and a staff break room. The modular/portable building will provide equipment storage.

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