

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA
UPDATED FUNDING CONTRIBUTION CERTIFICATE**

IN THE MATTER OF IDENTIFYING) RESOLUTION NO. _____
AMOUNTS AVAILABLE TO SATISFY)
COSTS EXCEEDING THE MAXIMUM)
STATE FINANCING FOR THE)
CALIFORNIA AB 900 PHASE II LOCAL)
JAIL CONSTRUCTION FINANCING)
PROGRAM FOR THE SANTA)
BARBARA COUNTY NORTHERN)
BRANCH JAIL)

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 Board of State and Community Corrections (the “BSCC”) pursuant to Section 15820.916 of the Government Code of the State (the “AB 900 Jail Financing Program”); and

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; and

WHEREAS, the County of Santa Barbara (the “Participating County”) has proposed to build a jail facility, the Santa Barbara County Northern Branch Jail, (the “Project”), to be located at 2301 Black Road, Santa Maria, real property controlled by the Participating County through fee-simple ownership (the “Site”); and

WHEREAS, the Participating County adopted a resolution of matching funds on October 2, 2012, setting aside \$8,889,500 from the Participating County’s general fund; and

WHEREAS, on January 15, 2013, the Participating County adopted two resolutions entitled “County of Santa Barbara Funding Contribution Certificate for the Santa Barbara County Jail Project” and “Certificate of the County of Santa Barbara Accompanying Match Funding for the Santa Barbara County Jail Project” representing, warranting and covenanting that the cash (hard) match and in kind (soft) match totaling \$8,895,000 set aside for the Project are lawfully available funds, legal and authorized, do not require other governmental authority consent and are not subject to a prior pledge; and

WHEREAS, on December 14, 2012, the Project was established by the California State Public Works Board with an estimated Project budget of \$89,497,802, consisting of the

\$80,000,000 conditional State funding award, the \$8,895,000 the required 10% County match and the remainder as other County costs; and

WHEREAS, on August 13, 2014, the Project's Preliminary Plans were approved by the California State Public Works Board, with a total estimated Project cost of \$96.1 million (of which approximately \$91,119,000 was recognized as eligible Project costs in the 3-page Project Cost Summary submitted to the State and the remainder was ineligible Project costs); and

WHEREAS, on October 13, 2015, the Working Drawings and approval to proceed to bid were provided by the California Department of Finance at which time the total estimated Project costs were \$96.1 million (of which approximately \$91,615,000 was recognized as eligible Project costs in the 3-page Project Cost Summary submitted to the State) of which \$80,000,000 is the conditional State funding award, \$8,895,000 is the required 10% cash match and in-kind match costs, and the remainder of approximately \$7.2 million is "over-match" from the Participating County with all funds from the same source of general funds as the original source of the funds; and

WHEREAS, the Participating County previously committed to funding the initial Project over-match of approximately \$7,205,392 from general funds through Board actions on February 19, 2013, the expenditure of general funds throughout the course of the Project and annually as part of the County budget adoption process; and

WHEREAS, the Participating County's construction bids for the Project came in over the estimated Project budget and the Participating County has set aside additional funds of \$14.75 million, from the Participating County's general fund as the original source of the funds, which is the same source of funding for the initial match funds, as over-match to cover costs exceeding the maximum State financing pursuant to the revised Project budget (hereinafter "Other County Costs"); and

WHEREAS, the total Project Costs are estimated at \$110,857,245 which consists of \$80,000,000 (the conditional State funding award), \$8,895,000 (the required County match previously set aside on January 15, 2013), \$7,205,392 (the over-match previously allocated, set aside or expended by the Participating County), and \$14,756,853 (the Other County Costs set aside through the adoption of the 2016-2018 budget); and

WHEREAS, the Participating County is authorized, pursuant to Government Code section 29000 *et seq.*, to budget the use of general funds; and

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").

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

1. The above recitals are true and correct.

2. The total Project Costs are estimated at \$110,857,245, of which the Participating County has previously set aside \$8,895,000 as cash match and match in-kind and \$7,205,392 as Other County Costs, and hereby reaffirms these set asides, and now sets aside the additional Other County Costs of \$14,756,853 through adoption of the 2016-2018 budget.

3. *Lawfully Available Funds.* The Other County Costs have been derived exclusively from lawfully available funds of the Participating County through the County's general fund.

4. *Other County Costs Set Aside Is Legal and Authorized.* The payment of the Other County Costs 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.

5. *Governmental Consents.* The execution, delivery, and performance by the Participating County of this certificate and the use of the Other County Costs 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.

6. *No Prior Pledge.* The Other County Costs 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 Other County Costs 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.

PASSED AND ADOPTED this ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PETER ADAM
Chair of the Board of Supervisors

ATTEST:

MONA H. MIYASATO
Clerk of the Board of Supervisors

**APPROVED AS TO ACCOUNTING
FORM:**

THEODORE A. FALLATI, C.P.A.
Auditor-Controller

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
County Counsel
