

**RESOLUTION NO. 21- 052**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA, CALIFORNIA PROVIDING FOR THE ISSUANCE AND SALE OF 2021-22 TAX AND REVENUE ANTICIPATION NOTES IN AN AMOUNT NOT EXCEEDING \$200,000,000 ON A TAX-EXEMPT OR TAXABLE BASIS AND APPROVING AN OFFICIAL NOTICE INVITING BIDS, A NOTICE OF INTENTION TO SELL NOTES, A NOTE PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE CERTIFICATE AND CERTAIN OTHER MATTERS RELATING THERETO**

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Adopted May \_\_, 2021

WHEREAS, funds are needed by the County of Ventura, California (the "County") for the purposes authorized by Section 53852 of the California Government Code; and

WHEREAS, the County may incur indebtedness for such purposes, to be represented by a note or notes issued pursuant to Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, being Government Code Sections 53850 through 53858, inclusive, as amended and supplemented (the "Act"); and

WHEREAS, the County desires to incur indebtedness in an aggregate principal amount not to exceed \$200,000,000, to be evidenced by its 2021-22 Tax and Revenue Anticipation Notes (the "Notes"), in one or more series on a tax-exempt or taxable basis as authorized hereby; and

WHEREAS, the uncollected taxes, income, revenue, cash receipts and other moneys to be received by the County during the Fiscal Year beginning July 1, 2021, and ending July 1, 2022, which will be available for the payment of the principal of and interest on the Notes and all other notes issued by the County under the Act in such Fiscal Year and the interest thereon are reasonably estimated to be in excess of \$200,000,000; and

WHEREAS, there have been submitted to this Board of Supervisors, and are now on file with the Clerk of this Board of Supervisors, forms of an Official Notice Inviting Bids, a Notice of Intention to Sell Notes, a Note Purchase Agreement, a Preliminary Official Statement, and a Continuing Disclosure Certificate with respect to the Notes; and

WHEREAS, the County may choose to sell the Notes by competitive sale under an Official Notice Inviting Bids and Notice of Intention to Sell Notes, or by negotiated sale for public offering under a Note Purchase Agreement; and

WHEREAS, the County has retained a financial advisor to advise the County on the structuring, sale, and issuance of the Notes; the method of sale; and the selection of the



underwriter (the “Underwriter”) of the Notes, which shall be determined at or before the time of sale thereof; and

WHEREAS, the County has full legal right, power and authority under the Constitution and the laws of the State of California to enter into the transactions hereinafter authorized;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Ventura as follows:

ARTICLE I.  
DEFINITIONS AND STATUTORY AUTHORITY

SECTION 101. Definitions. The following terms shall for all purposes of this Resolution, have the following meanings:

“Act” shall mean Article 7.6 of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, being California Government Code Sections 53850 through 53858, inclusive, as amended and supplemented.

“Auditor” shall mean the Auditor-Controller of the County.

“Authorized Officer” shall mean the Chair of the Board, the County Executive Officer, the County Chief Financial Officer, the Auditor and the Treasurer, or any of their respective designees.

“Authorized Newspaper” shall mean a newspaper or newspapers, customarily published at least once a day for at least five days (other than legal holidays) in each calendar week, published in the English language and of general circulation in the County of Ventura, California, and in the Borough of Manhattan, the City and State of New York.

“Board” shall mean the Board of Supervisors of the County.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate executed by the County and dated the date of issuance of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“County” shall mean the County of Ventura, California.

“County Chief Financial Officer” shall mean the Chief Financial Officer of the County.

“County Executive Officer” shall mean the County Executive Officer of the County.

“DTC” shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

“Family of Funds” shall mean those funds listed in Exhibit A attached hereto.

“Fiscal Agent” shall mean that bank, trust company, national banking association or other financial institution designated as fiscal agent for the Notes, if any, hereinafter appointed in the manner provided in Section 205 hereof.

“Fiscal Year” shall mean the fiscal year of the County, which begins on July 1 and ends on the following June 30.

“General Fund” shall mean the General Fund of the County.

“Municipal Advisor” shall mean KNN Public Finance or its successors.

“Nominee” shall mean the nominee of DTC, as determined from time to time pursuant hereto.

“Notes” shall mean the County’s 2021-22 Tax and Revenue Anticipation Notes issued in one or more series under and pursuant to this Resolution.

“Note Repayment Fund” shall mean the Note Repayment Fund established in Section 402 hereof.

“Note Register” shall mean the books referred to in Section 305 hereof.

“Outstanding,” when used with reference to the Notes, shall mean, as of any date, the Notes theretofore or thereupon being issued under this Resolution except:

- (i) Notes cancelled or delivered for cancellation at or prior to such date;
- (ii) Notes in lieu of or in substitution for which other Notes shall have been delivered pursuant to Article III; and
- (iii) Notes which have been paid in full.

“Owner” shall mean the registered owner of any Note as shown in the Note Register.

“Participants” shall mean those (i) direct participants of DTC which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, and (ii) indirect participants of DTC which include banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with DTC participants, for which DTC may hold Notes as securities depository.

“Paying Agent” shall mean the Treasurer and his successor or successors hereafter appointed in the manner provided in this Resolution.

“Pledged Moneys” shall mean the Unrestricted Revenues required pursuant to Section 401 hereof to be deposited by the County into the Note Repayment Fund for the security and payment of the Notes and the interest thereon.

“Qualified Investments” shall mean, collectively, (i) any of the investments permitted by Section 53635 of the California Government Code, (ii) investments in the Ventura County Investment Pool, and (iii) to the extent held by a Fiscal Agent and pledged to the payment or security of the Notes, any other investments permitted by the County’s investment policy.

“Rebate Fund” shall mean a fund, if required, established pursuant to the Tax Certificate.

“Resolution” shall mean this “RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA, CALIFORNIA PROVIDING FOR THE ISSUANCE AND SALE OF 2021-22 TAX AND REVENUE ANTICIPATION NOTES IN AN AMOUNT NOT EXCEEDING \$200,000,000 ON A TAX-EXEMPT OR TAXABLE BASIS AND APPROVING AN OFFICIAL NOTICE INVITING BIDS, A NOTICE OF INTENTION TO SELL NOTES, A NOTE PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE CERTIFICATE AND CERTAIN OTHER MATTERS RELATING THERETO” as from time to time amended or supplemented by Supplemental Resolutions in accordance with the terms hereof.

“Supplemental Resolution” shall mean any resolution of the County supplementing or amending this Resolution, in accordance with Article VII hereof.

“Tax Certificate” shall mean, for Notes with interest thereon intended to be excluded from the gross income of holders thereof for federal income tax purposes, the Tax Certificate provided to Norton Rose Fulbright US LLP, bond counsel, by the County on the date of issuance and delivery of such Notes.

“Treasurer” shall mean the Treasurer-Tax Collector of the County.

“Underwriter” shall mean such entity or underwriter of the Notes determined at the time of competitive sale or the underwriter that purchases the Notes in a negotiated sale for public offering.

“Unrestricted Revenues” shall mean the taxes, income, revenues, cash receipts and other moneys received by the County for the Family of Funds for the Fiscal Year of the County ending July 1, 2022, and which are lawfully available for the payment of the Notes and the interest thereon.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Except where the context otherwise requires, words importing the singular number shall exclude the plural number and vice versa, and words importing persons shall include firms, associations and corporations.

SECTION 102. Authority for Resolution. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 103. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Notes authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the County and the Owners from time to time of the Notes; and the pledge made in this Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the Owners of any and all of the Notes, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Notes over any other of the Notes.

ARTICLE II.  
AUTHORIZATION AND ISSUANCE OF THE NOTES

SECTION 201. Authorization; Form and Date of Notes.

(a) An issue of notes in one or more series entitled to the benefit, protection and security of this Resolution is hereby authorized in the aggregate principal amount not to exceed \$200,000,000. Such notes shall be issued in anticipation of the receipt by the County of Unrestricted Revenues. Such notes shall be designated as, and shall be distinguished from all other notes and securities by the title "County of Ventura, California 2021-22 Tax and Revenue Anticipation Notes," with such additional designations as to series, tax status or otherwise as determined by any Authorized Officer.

(b) The Notes shall be dated July 1, 2021, and shall mature on July 1, 2022, or upon such other date as may be specified in the Official Notice Inviting Bids. The Notes shall bear interest from their date until their maturity at the rate provided in the Official Notice Inviting Bids, or the Note Purchase Agreement under which they are sold, subject to the provisions of Section 202 hereof. Interest on the Notes shall be payable upon their maturity or such other date or dates, if any, as may be specified in the Official Notice Inviting Bids, or the Note Purchase Agreement under which they are sold, computed on the basis of a year consisting of 360 days and of twelve 30-day months. Each Authorized Officer is hereby authorized and directed to determine prior to the sale of the Notes whether interest on all or any series of the Notes is intended to be excluded from the gross income of the holders thereof for federal income tax purposes.

(c) The Notes shall be issued in fully registered form in denominations of \$5,000 or in integral multiples thereof and shall be numbered by series consecutively from 1 upward. The form of the Notes shall be substantially in the form set forth in Section 802 hereof, with such additional designations as to series, tax status or otherwise as determined by any Authorized Officer. There shall be included in each of the Notes a certification and recital to the effect that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to the issuance of such Notes, exist, have happened and have been performed in due time, form and manner, as required by applicable law.

- (d) The Notes shall not be redeemable prior to maturity.

SECTION 202. Method of Sale of Notes; Approval of Official Notice Inviting Bids and Notice of Intention to Sell Notes, and Note Purchase Agreement.

(a) Election of Method of Sale. Each of the Authorized Officers is hereby authorized to elect to sell the Notes by one of the following methods: (1) by competitive sale under an Official Notice Inviting Bids and Notice of Intention to Sell Notes, or (2) by negotiated sale to one or more Underwriters for public offering under a Note Purchase Agreement.

(b) Approval of Official Notice Inviting Bids. The form of Official Notice Inviting Bids relating to the competitive sale of the Notes (the "Official Notice Inviting Bids"), in substantially the form submitted to and on file with the Clerk of this Board of Supervisors, is hereby approved. The Notes may be offered for sale, and proposals therefor shall be received, by the County at the place and up to the time and dates fixed in the Official Notice Inviting Bids. Each of the Authorized Officers is hereby authorized to modify and supplement the Official Notice Inviting Bids with such further information regarding the issuance and sale of the Notes as such officer deems necessary and appropriate, and to communicate such modifications and supplements as indicated in the Official Notice Inviting Bids; all references to the Official Notice Inviting Bids herein shall be deemed to include such modifications and supplements. Each Authorized Officer is hereby authorized and directed on behalf of the County to accept the best bid for the Notes received pursuant to and subject to the terms and conditions set forth in the Official Notice Inviting Bids and to award the Notes to said best bidder (or reject all bids) and to take such other actions as such officer deems appropriate, consistent with the provisions hereof. The terms and conditions of the offering and sale of the Notes shall be specified in the Official Notice Inviting Bids.

The Official Notice Inviting Bids shall recite the aggregate principal amount (subject to adjustment), issuance date and maturity date of the Notes, and shall set forth the dates of deposit and amounts or proportions of Pledged Moneys to be deposited in the Note Repayment Fund on each such date, all as shall be determined by an Authorized Officer.

(c) Approval of Notice of Intention to Sell Notes. Pursuant to Section 53692 of the California Government Code, the County hereby authorizes an Authorized Officer to cause the publication (and hereby ratifies such publication if publication has occurred) of a Notice of Intention to Sell Notes (the "Notice of Intention to Sell Notes"), in substantially the form submitted to and on file with the Clerk of this Board of Supervisors, once in *The Bond Buyer* at least five days prior to the date fixed for the receipt of proposals, or in such other financial publication generally circulated throughout the State or reasonably expected to be disseminated among prospective bidders for the Notes or as an Authorized Officer shall deem appropriate.

(d) Approval of Note Purchase Agreement. The proposed form of the Note Purchase Agreement, providing for the negotiated sale of the Notes for public offering, in substantially the form submitted to and on file with the Clerk of this Board of Supervisors, is hereby approved. Each of the Authorized Officers is hereby authorized and directed to execute

and deliver the Note Purchase Agreement to such Underwriter or Underwriters as such Authorized Officer may select, with such additions, deletions or changes therein as shall be approved by any Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 203. Authorization of Official Statement. The preliminary official statement (the "Preliminary Official Statement") is approved in substantially the form presented to this meeting. An Authorized Officer of the County is hereby authorized and directed, for and in the name and on behalf of the County, to make such insertions and changes in the Preliminary Official Statement, as he or she may require or approve, in his or her discretion, as being in the best interests of the County. The Municipal Advisor, on behalf of the County, is hereby authorized, and if the Notes are to be sold pursuant to a Note Purchase Agreement the Underwriters are hereby authorized, to distribute a Preliminary Official Statement relating to the Notes, in electronic or printed form, to persons who may be interested in the purchase of the Notes. An Authorized Officer and every other officer of the County is hereby authorized to prepare and deem final the Preliminary Official Statement as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"). An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the County, to execute a final official statement for the Notes authorized hereby (the "Official Statement"), in substantially the form of the Preliminary Official Statement, with such insertions and changes therein as he or she may require or approve, in his or her discretion, as being in the best interests of the County, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 204. Authority to Determine Aggregate Amount of Notes. The County Executive Officer or his or her designee, in consultation with the Auditor or his or her designee, is hereby authorized to determine, in such officer's discretion as being in the best interests of the County, the aggregate principal amount of the Notes of each series to be issued pursuant to the terms of this Resolution; provided, however, that the aggregate principal amount of the Notes shall not exceed \$200,000,000.

SECTION 205. Authority to Appoint Fiscal Agent. If it is deemed desirable, an Authorized Officer is authorized to appoint a Fiscal Agent and authorized to prepare, execute, and deliver a fiscal agent agreement relating to the Notes, all in accordance with Section 402.

SECTION 206. Authority to Provide Credit Enhancement or Liquidity Support. All or any portion or series of the Notes may be sold with credit enhancement (such as a letter of credit or policy of municipal bond insurance) or liquidity support (such as a letter of credit and related reimbursement agreement, line of credit, standby note purchase agreement or similar agreement), if the County Executive Officer, the Auditor or the Treasurer determine that the savings to the County resulting from the purchase of such credit enhancement or liquidity support exceeds the cost thereof. The form, terms and conditions of each such credit enhancement or liquidity support shall be as approved by the County Executive Officer, the Auditor or the Treasurer.

SECTION 207. Approval of Continuing Disclosure Certificate. In order to assist the Underwriter in complying with Rule 15c2-12, an Authorized Officer is hereby authorized and



directed, for and in the name and on behalf of the County, to execute the Continuing Disclosure Certificate on behalf of the County in substantially the form presented to the Board, with such changes therein as the officer executing the same on behalf of the County may approve, in his or her discretion, as being in the best interests of the County, such approval to be conclusively evidenced by such officer's execution thereof.

ARTICLE III.  
GENERAL TERMS AND PROVISIONS OF NOTES

SECTION 301. Medium of Payment. The Notes shall be payable with respect to interest and principal by wire, check or draft, in lawful money of the United States of America.

SECTION 302. Execution of Notes. The Notes shall be executed in the name of the County by the manual or facsimile signature of the Chair of the Board, the County Executive Officer or the County Chief Financial Officer and by the manual or facsimile signature of the Clerk of the Board or the Chief Deputy Clerk of the Board, or their respective designees. In case any one or more of the officers who shall have signed any of the Notes shall cease to be such officer before the Notes so signed shall have been issued, such Notes may, nevertheless, be issued, as herein provided, as if the persons who signed such Notes had not ceased to hold such offices. Any of the Notes may be signed on behalf of the County by such persons as at the time of the execution of such Notes shall hold the proper office in the County, although at the date borne by the Notes such persons may not have been so authorized or have held such office.

Only such of the Notes as shall bear thereon a certificate of authentication substantially in the form set forth in Section 802 hereof, manually executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Notes so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 303. Transfer of Notes. The registration of any Note may be transferred upon the Note Register upon surrender of such Note to the Paying Agent. Such Note shall be endorsed or accompanied by delivery of a written instrument of transfer, duly executed by the Owner or his duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Note or Notes, for the same outstanding principal amount, series, maturity and interest rate and in authorized denominations, will be issued to the transferee in exchange therefor.

The County and the Paying Agent may treat the person in whose name any Outstanding Note shall be registered upon the Note Register as the absolute Owner of such Note, whether such Notes shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes, and all such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Notes to the extent of the sum or sums so paid, and neither the County nor any Paying Agent shall be affected by any notice to the contrary.

SECTION 304. Notes Mutilated Destroyed Stolen or Lost. If any Note shall become mutilated, the Paying Agent shall thereupon deliver a new Note of like tenor and series bearing a different number in exchange and substitution for the Note so mutilated, but only upon surrender to the Paying Agent of the Note so mutilated. Every mutilated Note so surrendered to the Paying Agent shall be cancelled and destroyed by the Paying Agent who shall immediately thereafter deliver a certificate of destruction to the County. If any Note shall be lost, destroyed or stolen, evidence of the ownership thereof and of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence shall be satisfactory to the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the Paying Agent shall thereupon deliver a new Note of like tenor and series bearing a different number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured or shall be about to mature, instead of issuing a substitute Note, the Paying Agent may pay the same without surrender thereof). The Paying Agent may require payment of a sum not exceeding the actual cost of preparing each new Note issued under this Section 304 and of the expenses which may be incurred by the Paying Agent in the premises. Any Note issued under the provisions of this Section 304 in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County whether or not the Note alleged to be lost, destroyed or stolen shall be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

SECTION 305. Note Registration. The Paying Agent shall keep or cause to be kept at its principal office sufficient books for the registration and registration of transfer of the Notes.

SECTION 306. Book-Entry System; Limited Obligation. The Notes shall be initially issued in the form of a single fully registered Note for each series (which may be typewritten) in the name of Cede & Co., as Nominee of DTC. Except as provided in Section 303 hereof, all the Outstanding Notes shall be registered in the Note Register in the name of the Nominee.

With respect to the Notes registered in the Note Register in the name of the Nominee, neither the County nor the Paying Agent shall have any responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, neither the County nor the Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, the Nominee or any Participant with respect to any ownership interest in the Notes, (ii) the delivery to any Participant or any other person, other than a Note Owner, of any notice with respect to the Notes, or (iii) the payment to any Participant or any other person, other than a Note Owner, of any amount with respect to the principal of or interest on the Notes. The County and the Paying Agent may treat and consider the person in whose name each Note is registered in the Note Register as the absolute Owner of such Note for the purpose of payment of principal of and interest on such Note, for the purpose of giving notices of any matters with respect to such Note, for the purpose of transfers with respect to such Note, and all other purposes whatsoever.

The Paying Agent shall pay all principal of and interest on the Notes only to or upon order of the respective Note Owners, as shown in the Note Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully



satisfy and discharge the obligations hereunder with respect to payment of principal of and interest on the Notes to the extent of the sum or sums so paid. No person other than a Note Owner, as shown in the Note Register, shall receive a Note evidencing the obligation of the County to make payments of principal and interest pursuant to this Resolution. Upon delivery by DTC to the County of a written notice to the effect that DTC has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein, the word "Nominee" in this Resolution shall refer to such new nominee of DTC.

SECTION 307. Representation Letter. It is hereby acknowledged that the County has executed and delivered a Blanket Letter of Representations to DTC (the "Representation Letter") regarding the procedures for issuing the County's securities, including the Notes, in book-entry form. The execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 306 hereof or in any way impose upon the County any obligation whatsoever with respect to persons having an interest in the Notes, other than any Note Owner, as shown in the Note Register. In addition to the execution and delivery of the Representation Letter, the County shall take any other actions, not inconsistent with this Resolution, to qualify the Notes for DTC's book-entry system.

SECTION 308. Transfers Outside DTC Book-Entry System. In the event DTC determines not to continue to act as securities depository for the Notes, the County shall discontinue the book-entry system with DTC. In addition, the County unilaterally may decide to discontinue use of the DTC book-entry system. In either case, the Notes shall then no longer be restricted to being registered in the Note Register in the name of the Nominee but shall be registered in whatever name or names DTC or its Nominee shall designate, in accordance with the provisions of Section 303 hereof. If the County does replace DTC with another qualified securities depository, the word "DTC" in this Resolution shall refer to such newly qualified securities depository, and the County shall prepare or direct the preparation of one or more fully registered Notes, registered in the name of successor or substitute qualified securities depository or its nominee. If the County fails to identify another qualified securities depository to replace DTC, then the Notes shall no longer be restricted to being registered in the Note Register in the name of DTC or its Nominee, but shall be registered in whatever name or names DTC or its Nominee shall designate, and a new Note or Notes, for the same Outstanding principal amount, maturity and interest rate and in authorized denominations will be issued.

SECTION 309. Payments and Notices to Nominee. Notwithstanding any other provision of this Resolution to the contrary, so long as any Note is registered in the name of the Nominee, all payments with respect to principal of and interest on such Note and all notices with respect to such Note shall be made and given, respectively, as provided in the Representation Letter or as the County may be otherwise reasonably instructed in writing by DTC.

SECTION 310. Payment on Business Days. If any date scheduled for the payment of principal of or interest on the Notes shall fall on a non-Business Day, such payment shall be made on the next succeeding Business Day, with no further accrual of interest from the scheduled payment date. For purposes of this Section 310, the term "Business Day" shall mean any day (other than a Saturday or Sunday) on which banks in Los Angeles, California or New York, New York are not authorized or obligated by law or executive order to remain closed and the New York Stock Exchange is not closed.

ARTICLE IV.  
NOTE REPAYMENT FUND AND APPLICATION THEREOF

SECTION 401. Payment and Security for Notes. As provided in the Act, the Notes and the interest thereon shall be payable from the Unrestricted Revenues of the County. Pursuant to the Act, the County hereby pledges from the Unrestricted Revenues available for the payment of principal of and interest on the Notes as security for the Notes, and the Auditor is hereby directed to deposit into the Note Repayment Fund, in each case no later than the last day of the applicable month or set-aside period, (i) an amount equal to forty percent (40%) of the principal amount of the Notes from Unrestricted Revenues received by the County in the month ending December 31, 2021; (ii) an amount equal to forty percent (40%) of the principal amount of the Notes from Unrestricted Revenues received by the County in the month ending April 30, 2022; (iii) an amount equal to twenty percent (20%) of the principal amount of the Notes (plus an amount equal to the entire amount of interest accruing on the Notes from the date of their issuance to maturity thereof, and an amount, if any, equal to the rebate amount calculated pursuant to the Resolution to be due the United States Treasury) from Unrestricted Revenues to be received in the month ending May 31, 2022; provided, however, that an Authorized Officer is hereby authorized prior to the sale of the Notes to modify the deposit period for such final deposit of Unrestricted Revenues to be made to the Note Repayment Fund as such officer deems to be in the best interests of the County, and to specify said deposit period in the Official Notice Inviting Bids; and provided further, that such deposit period shall end no later than May 31, 2022. The Pledged Moneys will be held in the Note Repayment Fund until the maturity date of the Notes, at which time they will be used to repay the Notes and the interest thereon, provided that Pledged Moneys may be used prior to the maturity date of the Notes for the purpose of paying interest when due on the Notes. The amounts required to be deposited in the Note Repayment Fund pursuant to this Section 401 are referred to as the Pledged Moneys. In the event that in any of the foregoing months Unrestricted Revenues are insufficient to permit the deposit into the Note Repayment Fund of the full amount of the Pledged Moneys to be deposited therein in such month, Unrestricted Revenues available in each subsequent month which have not been pledged pursuant to this Section 401 shall be deposited into the Note Repayment Fund to the extent of any deficiency in the amount of Pledged Moneys required to be on deposit therein as of such date. Each of the Notes shall be secured by the Pledged Moneys ratably according to the amount of principal thereof and the accrued but unpaid interest thereon.

SECTION 402. Note Repayment Fund. There is hereby established, in the County Treasury, a Note Repayment Fund to be held in trust, and pledged to the payment of the Notes. All Pledged Moneys shall be deposited into the Note Repayment Fund as required by Section 401 hereof. Moneys in the Note Repayment Fund shall be invested in Qualified Investments which provide sufficient liquidity so that moneys will be available no later than the maturity date of the Notes and the date of any interest payment. The investment earnings on amounts on deposit in the Note Repayment Fund shall be deposited in the General Fund when and as received. Moneys in the Note Repayment Fund shall be used to pay the Notes and the interest thereon when and as they shall become due and payable and may not be used for any other purposes, provided however that after all principal and interest on the Notes have been paid, any remaining amounts shall be used to pay any rebate amount calculated pursuant to the Resolution to be due the United States Treasury. On or before any date on which interest is due and on or before the maturity date of the Notes, an amount necessary to pay such interest when

due, or the principal of and interest due at maturity, respectively, on the Notes shall be (i) transferred by the Treasurer or by the Fiscal Agent, if a Fiscal Agent has been appointed, to the Paying Agent, and (ii) used to pay any interest then due, or the principal of and interest on the Notes, respectively. Any balance in the Note Repayment Fund after payment of the principal of and interest on the Notes and any rebate amounts calculated pursuant to Section 502 hereof shall be transferred to the General Fund.

Notwithstanding the foregoing, if determined by the County Executive Officer, the Auditor and the Treasurer to be necessary for the monitoring or control of investments or for the successful marketing of the Notes, the Note Repayment Fund may be held by a Fiscal Agent. The Treasurer or its designees shall be, and each of them acting alone is, hereby authorized to execute a fiscal agent agreement on behalf of the County and the Clerk of the Board is hereby authorized to attest to such signature, such fiscal agent agreement to be substantially the same as that used on short-term borrowings similar to the Notes. In the event of such determination, the Treasurer is directed, upon receipt of Pledged Moneys, to transfer such Pledged Moneys to the Fiscal Agent which shall transfer to the Note Owners moneys in the Note Repayment Fund at such times as shall be necessary to pay the principal of and interest on the Notes when due. Moneys transferred to the Fiscal Agent shall be invested by the Fiscal Agent, at the direction of the Treasurer.

In lieu of transferring cash to the Fiscal Agent on any required transfer date, the Treasurer is authorized to transfer to the Fiscal Agent securities which are general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury), federal agency obligations (including Government National Mortgage Association, Federal Farm Credit Bank and Federal Home Loan Bank obligations) or Fannie Mae obligations (collectively, "Federal Securities"), having a market value at least equal to the amount of Pledged Moneys required to be set aside on such date. The Treasurer shall be required to determine the market value of the securities held in the Note Repayment Fund on the first day of each month succeeding such transfer and shall be required to transfer additional securities or cash to the Fiscal Agent so as to assure that the amounts so transferred at all times have a market value at least equal to the total amount required to be deposited with the Fiscal Agent.

At any time prior to the date any payment is due on the Notes, the Treasurer shall have the right to substitute cash for any Federal Securities transferred to the Fiscal Agent, provided that if the Treasurer has failed to make such substitution at least five Business Days prior to the date any such payment is due, the Fiscal Agent shall have the authority to liquidate such Federal Securities so as to assure that moneys are available for transfer to the Note Owners sufficient to pay the amounts due.

ARTICLE V.  
CERTAIN COVENANTS; EVENTS OF DEFAULT AND REMEDIES

SECTION 501. General Covenants.

(a) The County shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the County under the provisions of the Act and this Resolution (other than as set forth in Section 503 hereof).

(b) Upon the date of issuance of the Notes, all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of such Notes, shall exist, shall have happened and shall have been performed and the issue of such Notes, together with all other indebtedness of the County, shall be within every debt and other limit prescribed by the laws of the State of California.

(c) The County covenants that no amount, together with the interest thereon, shall be borrowed during Fiscal Year 2021-22 under the authority of the Act or this Resolution which, when added to the principal amount of all the Notes and other evidences of indebtedness of the County issued pursuant to the Act or this Resolution then outstanding (plus the interest thereon), shall exceed 85% of the then estimated uncollected taxes, income, revenues, cash receipts and other moneys received or accrued by the County during the Fiscal Year 2021-22 which will be lawfully available for payment of the Notes and the interest thereon and other evidences of indebtedness issued pursuant to the Act and the interest thereon.

SECTION 502. Tax Covenants. The County shall not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of the interest payable on the Notes. In furtherance of this covenant, the County agrees to comply with the Tax Certificate. The Paying Agent, by acceptance of its duties hereunder, agrees to comply with any instructions received from the County which the County indicates must be followed in order to comply with the Tax Certificate. The County shall, if required by the Tax Certificate, establish a Rebate Fund to hold investment earnings received on the proceeds of the Notes and amounts on deposit in the Note Repayment Fund and shall apply such amounts as required in the Tax Certificate. Notwithstanding the foregoing, if it is determined pursuant to Section 201(b) hereof that interest on all or any series of the Notes is not intended to be excluded from the gross income of holders thereof for federal income tax purposes, the County shall not be required to comply with the provision of this Section 502 with respect to such Notes.

SECTION 503. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section 503. For purposes of this Section 503, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to

make investment decisions concerning ownership of any Notes (including persons holding Notes through nominees, depositories or other intermediaries).

#### SECTION 504. Events of Default.

(a) The following shall be Events of Default under this Resolution, and the term "Event of Default" whenever used in this Resolution shall mean any one or more of the following:

(i) default shall be made in the performance or observance by the County of any of the covenants, agreements or conditions required to be performed or observed by the County pursuant to this Resolution or the Notes (other than any default in the performance or observance of Section 503 hereof) and such default shall continue for a period of 60 days after written notice thereof to the County and Paying Agent by the Owners of not less than ten percent in aggregate principal amount of the Notes Outstanding; or

(ii) the County shall file a petition for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws in relief of or relating to debtors.

(b) Whenever any Event of Default referred to in this Section 504 shall have happened and be continuing, unless the principal of all the Notes shall have already become due and payable, the Owners of not less than ten percent in aggregate principal amount of the Notes then Outstanding, by notice in writing to the County and the Paying Agent, may, as permitted by law, declare the principal of all the Notes then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this Resolution or in any of the Notes contained to the contrary notwithstanding. The right of Owners to make any such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, but before the Notes shall have matured by their terms, all defaults under the Notes or under this Resolution (other than the payment of principal and interest due and payable solely by reason of such declaration) shall be cured or be secured or adequate provision shall be made therefor, then and in every such case the Owners of not less than ten percent in aggregate principal amount of the Notes Outstanding, by written notice to the County and the Paying Agent may rescind such declaration and annul such default in its entirety, but no such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon. Nothing herein shall preclude an individual Owner or former Owner from enforcing their rights at law or in equity or from taking any and all actions available at law or in equity to enforce the performance of the covenants herein and in the Act.

#### ARTICLE VI. PAYING AGENT

SECTION 601. Paying Agent; Appointment and Acceptance of Duties. The Treasurer is hereby appointed Paying Agent for the Notes; provided, however, that the Treasurer and such other officers of the County as may be authorized by the Board shall be, and each of



them acting alone is, hereby authorized to appoint another Paying Agent to undertake the Treasurer's duties hereunder in the event the Treasurer does not or is not able to accept or continue its appointment hereunder. In such event, all references to Paying Agent herein shall refer to such newly appointed Paying Agent. Should the Paying Agent be other than the Treasurer, the Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the County a written acceptance thereof under which the Paying Agent will agree, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the County at all reasonable times.

SECTION 602. Liability of Paying Agent. The Paying Agent shall be required to make no representation as to the validity or sufficiency of this Resolution or of any of the Notes issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect thereof. Notwithstanding the foregoing, no provision of this Resolution shall be construed as to relieve any Paying Agent from liability for its own actions, its own failure to act or its own misconduct or that of its officers or employees.

SECTION 603. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance herewith.

SECTION 604. Compensation. Should the Paying Agent be other than the Treasurer, the County shall pay the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, attorneys' fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution.

SECTION 605. Ownership of Notes Permitted. The Paying Agent, should the Paying Agent be other than the Treasurer, and the Underwriter may become the Owners of any Notes.

SECTION 606. Resignation or Removal of Paying Agent and Appointment of Successor.

(a) The Treasurer may at any time resign and be discharged of the duties and obligations of the Paying Agent created by this Resolution. Should the Paying Agent be other than the Treasurer, the Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the County. Should the Paying Agent be other than the Treasurer, the Paying Agent may be removed at any time by an instrument filed with such Paying Agent and signed by the County. Any such resignation or removal shall become effective only upon the appointment of a successor Paying

Agent. Such successor Paying Agent shall be appointed by the County and shall be a bank, trust company or other financial institution organized under the laws of any state of the United States, or a national banking association, having capital stock and surplus aggregating at least \$50,000,000 with a principal corporate trust office and willing and able to accept the office on reasonable and customary terms, and authorized by law to perform all the duties imposed upon it by this Resolution. In the event of the resignation or removal of the Paying Agent, it shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor.

(b) If no successor Paying Agent shall have been appointed and have accepted such appointment within 30 days of the Paying Agent giving notice of resignation or, in the event that the Treasurer is not the Paying Agent, the County giving notice of removal as aforesaid, the Paying Agent resigning or being removed or any Owner of the Notes (on behalf of himself and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Paying Agent.

(c) Any successor Paying Agent appointed under this Resolution shall signify its acceptance of such appointment by executing and delivering to the County and to its predecessor Paying Agent a written acceptance thereof, and thereupon such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Paying Agent, with like effect as if originally named Paying Agent herein; but nevertheless at the request of the County or the request of the successor Paying Agent, such predecessor Paying Agent shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Paying Agent all the right, title and interest of such predecessor Paying Agent in and to any property held by it under this Resolution, and shall pay over, transfer, assign and deliver to the successor Paying Agent any money or other property subject to the trust and conditions herein set forth. Upon acceptance by a successor Paying Agent as provided in this subsection, the County shall give notice of the succession of such Paying Agent hereunder and the principal office of such Paying Agent to each Owner.

## ARTICLE VII. SUPPLEMENTAL RESOLUTIONS

### SECTION 701. Supplemental Resolutions Effective Without Consent of Owners.

(a) Supplemental Resolutions of the County may be adopted for any purpose set forth therein prior to the original date of issuance of the Notes.

(b) For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the County may be adopted, which, without the requirement of consent of Owners, shall be fully effective in accordance with its terms:

(i) To add to the covenants and agreements of the County in this Resolution, other covenants and agreements to be observed by the County that are not contrary to or inconsistent with this Resolution as theretofore in effect;

(ii) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the County that are not contrary to or inconsistent with this Resolution as theretofore in effect;

(iii) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(iv) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(v) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not adversely affect the interests of the Owners.

SECTION 702. Supplemental Resolutions Effective with Consent of Owners. Any modification or amendment of this Resolution and of the rights and obligations of the County and of the Owners of the Notes, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least a majority in aggregate principal amount of the Notes Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Notes remain Outstanding, the consent of the Owners of the Notes shall not be required and such Notes shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Notes under this Section 702. No such modification or amendment shall permit a change in the terms of, or maturity of the principal of, any Notes or the payment of interest thereon or a reduction in the principal amount thereof or in the rate of interest thereon or an adverse change in the dates or amounts of the pledge set forth in Section 401 hereof without the consent of the Owners of the Notes, or shall reduce the percentage of the Notes the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

SECTION 703. Exclusion of Notes. The Notes owned or held by or for the account of the County shall not be deemed Outstanding for the purpose of consent or any calculation of Outstanding Notes provided for in this Article VII, and the County shall not be entitled with respect to such Notes to give any consent provided for in this Article VII.

## ARTICLE VIII. MISCELLANEOUS

SECTION 801. Moneys Held In Trust For One Year. Anything in this Resolution to the contrary notwithstanding, any moneys held in trust for the payment and discharge of any of the Notes which remain unclaimed for a period of one year after the date when such Notes have become due and payable, if such moneys were so held at such date, or for one year after the date of deposit of such moneys if deposited after the date when such Notes became due and payable, shall be repaid to the General Fund, as its absolute property and free from trust, and the Owners shall thereafter look only to the County for the payment of such



Notes to the extent provided by law; provided, however, that before any such payment is made to the County, the County shall cause to be published at least twice, at an interval of not less than seven days between publications, in an Authorized Newspaper, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than 30 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the County.

SECTION 802. Form of Notes. Subject to the provisions of this Resolution, the form of the Notes shall be substantially as follows:

*[Remainder of page intentionally left blank]*

No. R-1

\$\_\_\_\_\_,000,000

United States of America  
State of California  
COUNTY OF VENTURA, CALIFORNIA  
2021-22 TAX AND REVENUE ANTICIPATION NOTE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____%	July 1, 2022	July 1, 2021	923035____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \$\_\_\_\_\_,000,000

The County of Ventura, a political subdivision of the State of California (the "County"), acknowledges itself indebted to, and for value received hereby promises to pay to, the registered owner identified above, or registered assigns, on the 1st day of July 2021, upon presentation and surrender of this Note the principal amount identified above in immediately available funds of the United States of America and to pay interest at maturity on such principal sum in like coin or currency from the date hereof, at [ ]% per annum computed on the basis of a 360-day year of twelve 30-day months. Payment of principal of and interest on this note to such registered owner shall be made by wire, check or draft mailed thereto, at the address as it appears on the registration books kept by the Treasurer-Tax Collector of the County, as Paying Agent (the "Paying Agent") in Ventura, California or his successors or assigns.

This Note is one of a duly authorized issue of notes of the County designated as the "County of Ventura, California 2021-22 Tax and Revenue Anticipation Notes" (the "Notes"), in the aggregate principal amount of \$\_\_\_\_\_, issued under and in full compliance with the Constitution and statutes of the State of California, particularly California Government Code Sections 53850 to 53858, inclusive, as amended and supplemented (the "Act"), and under and pursuant to the resolution of the County, adopted \_\_\_\_\_, 2021 entitled "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA, CALIFORNIA

PROVIDING FOR THE ISSUANCE AND SALE OF 2021-22 TAX AND REVENUE ANTICIPATION NOTES IN AN AMOUNT NOT EXCEEDING \$200,000,000 ON A TAX-EXEMPT OR TAXABLE BASIS AND APPROVING AN OFFICIAL NOTICE INVITING BIDS, A NOTICE OF INTENTION TO SELL NOTES, A NOTE PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE CERTIFICATE AND CERTAIN OTHER MATTERS RELATING THERETO” as the same may be modified or amended by the County; provided, however, that no such modification or amendment shall permit a change in the terms of maturity of the principal of any outstanding Note or of any installment of interest thereon or a reduction in the principal amount thereof or in the rate of interest thereon or an adverse change in the date or amount of the pledge set forth in the Resolution without the consent of the Owners of the Notes, or shall reduce the percentage of the Notes the consent of the Owners of which is required to effect any such modification or amendment. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

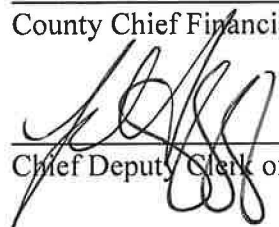
As provided in the Act, the Notes and the interest thereon shall be payable from the Unrestricted Revenues of the County. Pursuant to the Act, the County hereby pledges from the Unrestricted Revenues available for the payment of principal of and interest on the Notes as security for the Notes, and the Auditor is hereby directed to deposit into the Note Repayment Fund, in each case no later than the last day of the applicable month, (i) an amount equal to forty percent (40%) of the principal amount of the Notes from Unrestricted Revenues received by the County in the month ending December 31, 2021; (ii) an amount equal to forty percent (40%) of the principal amount of the Notes from Unrestricted Revenues received by the County in the month ending April 30, 2022; (iii) an amount equal to twenty percent (20%) of the principal amount of the Notes (plus an amount equal to the entire amount of interest accruing on the Notes from the date of their issuance to maturity thereof, and an amount, if any, equal to the rebate amount calculated pursuant to the Resolution to be due the United States Treasury) from Unrestricted Revenues to be received in the month ending May 31, 2022. The Pledged Moneys will be held in the Note Repayment Fund until the maturity date of the Notes, at which time they will be used to repay the Notes and the interest thereon, provided that Pledged Moneys may be used prior to the maturity date of the Notes for the purpose of paying interest when due on the Notes. The amounts required to be deposited in the Note Repayment Fund pursuant to the Resolution are referred to as the Pledged Moneys. In the event that in any of the foregoing months Unrestricted Revenues are insufficient to permit the deposit into the Note Repayment Fund of the full amount of the Pledged Moneys to be deposited therein in such month, Unrestricted Revenues available in each subsequent month which have not been pledged pursuant to the Resolution shall be deposited into the Note Repayment Fund to the extent of any deficiency in the amount of Pledged Moneys required to be on deposit therein as of such date. Each of the Notes shall be secured by the Pledged Moneys ratably according to the amount of principal thereof and the accrued but unpaid interest thereon.

It is hereby certified and recited that all acts, conditions and things required by law and the Resolution to exist, to have happened and to have been performed precedent to the issuance of this Note, do exist, have happened and have been performed, in due time, form and manner, as required by law, and that the issue of the Notes of which this is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the laws of the State of California.

IN WITNESS WHEREOF, THE COUNTY OF VENTURA has caused this Note to be signed in its name and on its behalf by the manual or facsimile signatures of the County Chief Financial Officer and the Chief Deputy Clerk of the Board of Supervisors, as of the 1st day of July 2021.

COUNTY OF VENTURA

\_\_\_\_\_  
County Chief Financial Officer

  
\_\_\_\_\_  
Chief Deputy Clerk of the Board of Supervisors

### **CERTIFICATE OF AUTHENTICATION**

This is one of the Notes described in the within-mentioned Resolution of the County of Ventura.

DATE: July 1, 2021

TREASURER-TAX COLLECTOR OF THE  
COUNTY OF VENTURA,  
as Paying Agent

---

(On reverse of Note)

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto:

Name of Transferee:

Address for Payment of Interest:

Tax Identification No.:

the within-mentioned Note and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Date: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

NOTICE: The signature to this Assignment must correspond with the name as written on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed

\_\_\_\_\_  
Bank, Trust Company or Firm

\_\_\_\_\_  
Authorized Officer

EXHIBIT A  
FAMILY OF FUNDS

General Fund

Ventura County Medical Center Enterprise Fund

Public Works Services Internal Service Fund

Waterworks Operations Internal Service Fund

Heavy Equipment Internal Service Fund

Transportation Internal Service Fund

Materials Internal Service Fund

Facilities Internal Service Fund

Network Services Internal Service Fund

Information Systems Internal Service Fund

Teeter Tax Resource Fund

SECTION 803. General Authorization. The Authorized Officers of the County are hereby authorized to execute any and all other documents not specifically authorized hereunder and to do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

SECTION 804. Effective Date. This Resolution shall take effect immediately.

Upon motion of Supervisor Ramirez, seconded by Supervisor Parks, and duly carried, the Board hereby approves and adopts this resolution on the 18 day of may, 2021.

Linda Parks

Chair, Board of Supervisors  
County of Ventura

ATTEST:

Michael Powers,  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By:

Don Key  
Deputy Clerk of the Board

