

Norton Rose Fulbright US LLP draft of 5/5/25

**BOARD OF SUPERVISORS
COUNTY OF SANTA CRUZ, CALIFORNIA**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
SANTA CRUZ, CALIFORNIA PROVIDING FOR THE ISSUANCE AND SALE
OF 2025-26 TAX AND REVENUE ANTICIPATION NOTES IN AN AMOUNT
NOT EXCEEDING \$42,000,000 AND APPROVING AN OFFICIAL NOTICE OF
SALE, A NOTICE OF INTENTION TO SELL NOTES, AN OFFICIAL
STATEMENT, A CONTINUING DISCLOSURE CERTIFICATE AND CERTAIN
OTHER MATTERS RELATING THERETO**

RESOLUTION NO. _____

TABLE OF CONTENTS

	Page
ARTICLE I. DEFINITIONS AND STATUTORY AUTHORITY	2
SECTION 101. Definitions.....	2
SECTION 102. Authority for Resolution	4
SECTION 103. Resolution to Constitute Contract	4
ARTICLE II. AUTHORIZATION AND ISSUANCE OF THE NOTES	4
SECTION 201. Authorization; Form and Date of Notes.....	4
SECTION 202. Method of Sale of Notes; Approval of Official Notice of Sale and Notice of Intention to Sell Notes	5
SECTION 203. Authorization of Official Statement.....	6
SECTION 204. Authority to Determine Aggregate Amount of Notes.....	6
SECTION 205. Approval of Continuing Disclosure Certificate	6
ARTICLE III. GENERAL TERMS AND PROVISIONS OF NOTES	7
SECTION 301. Medium of Payment.....	7
SECTION 302. Execution of Notes.....	7
SECTION 303. Transfer of Notes	7
SECTION 304. Notes Mutilated, Destroyed, Stolen or Lost.....	7
SECTION 305. Note Registration	8
SECTION 306. Book-Entry System; Limited Obligation	8
SECTION 307. Representation Letter	9
SECTION 308. Transfers Outside DTC Book-Entry System	9
SECTION 309. Payments and Notices to Nominee	9
SECTION 310. Payment on Business Days	9
ARTICLE IV. NOTE REPAYMENT FUND AND APPLICATION THEREOF.....	9
SECTION 401. Payment and Security for Notes.....	9
SECTION 402. Note Repayment Fund	10
ARTICLE V. CERTAIN COVENANTS; EVENTS OF DEFAULT AND REMEDIES	11
SECTION 501. General Covenants.	11
SECTION 502. Tax Covenants.....	11
SECTION 503. Continuing Disclosure.....	12
SECTION 504. Events of Default.	12
ARTICLE VI. PAYING AGENT.....	13
SECTION 601. Paying Agent; Appointment and Acceptance of Duties	13
SECTION 602. Liability of Paying Agent.....	13
SECTION 603. Evidence on Which Paying Agent May Act	13
SECTION 604. Compensation.....	13
SECTION 605. Ownership of Notes Permitted.....	14
ARTICLE VII. SUPPLEMENTAL RESOLUTIONS.....	14

TABLE OF CONTENTS
(continued)

	Page
SECTION 701. Supplemental Resolutions Effective Without Consent of Owners.	14
SECTION 702. Supplemental Resolutions Effective with Consent of Owners	14
SECTION 703. Exclusion of Notes	15
ARTICLE VIII. MISCELLANEOUS	15
SECTION 801. Moneys Held In Trust For One Year	15
SECTION 802. Form of Notes	15
SECTION 803. General Authorization	1
SECTION 804. Effective Date	1

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CRUZ, CALIFORNIA PROVIDING FOR
THE ISSUANCE AND SALE OF 2025-26 TAX AND REVENUE
ANTICIPATION NOTES IN AN AMOUNT NOT EXCEEDING
\$42,000,000 AND APPROVING AN OFFICIAL NOTICE OF
SALE, A NOTICE OF INTENTION TO SELL NOTES, AN
OFFICIAL STATEMENT, A CONTINUING DISCLOSURE
CERTIFICATE AND CERTAIN OTHER MATTERS RELATING
THERE TO

Adopted May 20, 2025

WHEREAS, funds are needed by the County of Santa Cruz, 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 \$42,000,000, to be evidenced by its 2025-26 Tax and Revenue Anticipation Notes (the “Notes”), in one or more series 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, 2025, and ending June 30, 2026, 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 \$793.4 million; 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 of Sale, a Notice of Intention to Sell Notes, a Preliminary Official Statement, and a Continuing Disclosure Certificate with respect to the Notes; and

WHEREAS, the County has chosen to sell the Notes by competitive sale under an Official Notice of Sale and Notice of Intention to Sell Notes; and

WHEREAS, the County has retained Harrell & Company Advisors, LLC as municipal advisor to advise the County on the structuring, sale, and issuance of the Notes; 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 Santa Cruz 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.

“Authorized Officer” shall mean the Chairperson of the Board of Supervisors, the County Executive Officer, the Assistant County Executive Officer, and the Auditor-Controller-Treasurer-Tax Collector of the County, 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 Santa Cruz, California, and in the Borough of Manhattan, the City and State of New York.

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

“Clerk of this Board of Supervisors” shall mean the Clerk of the Board of Supervisors, and any interim or deputy clerk.

“Code” shall mean the Internal Revenue Code of 1986.

“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 Santa Cruz, California.

“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.

“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 Harrell & Company Advisors, LLC.

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

“Notes” shall mean the County’s 2025-26 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 Auditor-Controller-Treasurer-Tax Collector of the County.

“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 any investment permitted by the County’s Investment Policy adopted by the Board of Supervisors of the County on December 10, 2024.

“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 SANTA CRUZ, CALIFORNIA PROVIDING FOR THE ISSUANCE AND SALE OF 2025-26 TAX AND REVENUE ANTICIPATION NOTES IN AN AMOUNT NOT EXCEEDING \$42,000,000 AND APPROVING AN OFFICIAL NOTICE OF SALE, A NOTICE OF INTENTION TO SELL NOTES, 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.

“Underwriter” shall mean such entity or underwriter of the Notes determined at the time of competitive sale.

“Unrestricted Revenues” shall mean the taxes, income, revenues, cash receipts and other moneys received by the County for deposit and allocation to the General Fund for the Fiscal Year of the County ending June 30, 2026, 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 a 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 \$42,000,000. 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 Santa Cruz, California 2025-26 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 as may be specified in the Official Notice of Sale. The Notes shall bear interest from their date until their maturity at the rate provided in the Official Notice of Sale, subject to the provisions of Section 202 hereof. The true interest cost of the Notes shall not exceed 5.0%. 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 of Sale, 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 are not redeemable prior to maturity.

SECTION 202. Method of Sale of Notes; Approval of Official Notice of Sale and Notice of Intention to Sell Notes.

(a) Election of Method of Sale. Each of the Authorized Officers is hereby authorized to elect to sell the Notes by competitive sale under an Official Notice of Sale and Notice of Intention to Sell Notes.

(b) Approval of Official Notice of Sale. The form of Official Notice of Sale relating to the competitive sale of the Notes (the "Official Notice of Sale"), 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 date fixed in the Official Notice of Sale. Each of the Authorized Officers is hereby authorized to modify and supplement the Official Notice of Sale 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 of Sale; all references to the Official Notice of Sale 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 of Sale 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 of Sale.

The Official Notice of Sale 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.

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 their 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 their 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 their designee, in consultation with the Auditor-Controller-Treasurer-Tax Collector of the County or their 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 \$42,000,000.

SECTION 205. Approval of Continuing Disclosure Certificate. 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 included as an attachment to the Preliminary Official Statement, with such changes therein as the officer executing the same on behalf of the County may approve, in their 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 Chairperson of the Board of Supervisors, the County Executive Officer, the Assistant County Executive Officer, or the Auditor-Controller-Treasurer-Tax Collector of the County and by the manual or facsimile signature of the Clerk of the Board of the Board of Supervisors, 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 their 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 their 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 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. If 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 San Francisco, 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-Controller-

Treasurer-Tax Collector of the County 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 as follows:

(i) \$21,000,000 from the first Unrestricted Revenues received by the County during the period commencing on January 1, 2026 and ending January 31, 2026;

(ii) \$21,000,000 from the first Unrestricted Revenues received by the County during the period commencing on April 1, 2026, and ending April 30, 2026 plus interest due on the Notes, together with an amount sufficient (net of earnings on moneys in the Note Repayment Fund) to satisfy and make up any deficiency in the Note Repayment Fund with respect to the period set forth in (i) above;

(iii) from the first Unrestricted Revenues received by the County during the period commencing on May 1, 2026, and ending May 31, 2026, an amount sufficient (net of earnings on moneys in the Note Repayment Fund) to satisfy and make up any deficiency in the Note Repayment Fund with respect to the prior periods set forth in (i) and (ii) above; and

(iv) from the first Unrestricted Revenues received by the County during the period commencing on June 1, 2026, and ending June 25, 2026, an amount sufficient (net of earnings on moneys in the Note Repayment Fund) to satisfy and make up any deficiency in the Note Repayment Fund with respect to the prior periods set forth in (i), (ii) and (iii) above;

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 of Sale; and provided further, that such deposit period shall end no later than June 30, 2026. 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. If 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 Auditor-Controller-Treasurer-Tax Collector of the County 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.

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 2025-26 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 2025-26 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 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 Auditor-Controller-Treasurer-Tax Collector of the County is hereby appointed Paying Agent for the Notes; provided, however, that the Auditor-Controller-Treasurer-Tax Collector of the County 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 Auditor-Controller-Treasurer-Tax Collector of the County's duties hereunder if the Auditor-Controller-Treasurer-Tax Collector of the County 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 Auditor-Controller-Treasurer-Tax Collector of the County, 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 Auditor-Controller-Treasurer-Tax Collector of the County, 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 Auditor-Controller-Treasurer-Tax Collector of the County, and the Underwriter may become the Owners of any Notes.

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:

No. R-1

\$42,000,000

United States of America
State of California
COUNTY OF SANTA CRUZ, CALIFORNIA
2025-26 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>
____%			

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: FORTY-TWO MILLION DOLLARS

The County of Santa Cruz, 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 [25]th day of [June] 2026, 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 Auditor-Controller-Treasurer-Tax Collector of the County, as Paying Agent (the “Paying Agent”) in Santa Cruz, California or their successors or assigns.

This Note is one of a duly authorized issue of notes of the County designated as the “County of Santa Cruz, California 2025-26 Tax and Revenue Anticipation Notes” (the “Notes”), in the aggregate principal amount of \$42,000,000, 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 May 20, 2025 entitled “RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, CALIFORNIA

PROVIDING FOR THE ISSUANCE AND SALE OF 2025-26 TAX AND REVENUE ANTICIPATION NOTES IN AN AMOUNT NOT EXCEEDING \$42,000,000 AND APPROVING AN OFFICIAL NOTICE OF SALE, A NOTICE OF INTENTION TO SELL NOTES, 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-Controller-Treasurer-Tax Collector of the County 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 as follows:

(i) \$21,000,000 from the first Unrestricted Revenues received by the County during the period commencing on January 1, 2026 and ending January 31, 2026;

(ii) \$21,000,000 from the first Unrestricted Revenues received by the County during the period commencing on April 1, 2026, and ending April 30, 2026 plus interest due on the Notes, together with an amount sufficient (net of earnings on moneys in the Note Repayment Fund) to satisfy and make up any deficiency in the Note Repayment Fund with respect to the period set forth in (i) above;

(iii) from the first Unrestricted Revenues received by the County during the period commencing on May 1, 2026, and ending May 31, 2026, an amount sufficient (net of earnings on moneys in the Note Repayment Fund) to satisfy and make up any deficiency in the Note Repayment Fund with respect to the prior periods set forth in (i) and (ii) above; and

(iv) from the first Unrestricted Revenues received by the County during the period commencing on June 1, 2026, and ending June [25], 2026, an amount sufficient (net of earnings on moneys in the Note Repayment Fund) to satisfy and make up any deficiency in the Note Repayment Fund with respect to the prior periods set forth in (i), (ii) and (iii) above.

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 SANTA CRUZ has caused this Note to be signed in its name and on its behalf by the manual or facsimile signatures of _____ and the Clerk of the Board of Supervisors, as of the [__] day of [_____] 2025.

COUNTY OF SANTA CRUZ

[form document]
[_____]

[form document]
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 Santa Cruz.

DATE: [___], 2025

AUDITOR-CONTROLLER-TREASURER-TAX
COLLECTOR, as Paying Agent

[form document]

(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: ____, 20__

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

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.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, California, this 20th day of May 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

Chairperson of the Board of Supervisors
County of Santa Cruz

ATTEST:

Chief Deputy Clerk of the Board of
Supervisors
County of Santa Cruz

APPROVED AS TO FORM:

Signed by:

Stepan A. Haytayan

5/6/2025

CF5A850BD0044F9...

Norton Rose Fulbright US LLP
Bond Counsel

AMS#25-1763

Certificate Of Completion

Envelope Id: 5E4D267D-064E-44B6-B13F-0D93328A4296

Status: Completed

Subject: Complete with Docusign: Resolution Authorizing the Sale of 2025-26 TRAN AMS#25-1763 BOS 05/20/25

Source Envelope:

Document Pages: 24

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brian Dermer

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Brian.Dermer@santacruzcountyca.gov

IP Address: 10.103.81.137

Record Tracking

Status: Original

Holder: Brian Dermer

Location: DocuSign

5/6/2025 1:39:45 PM

Brian.Dermer@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Stepan A. Haytayan

stepan.haytayan@nortonrosefulbright.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Stepan A. Haytayan
CF5A850BD004F9...

Signature Adoption: Pre-selected Style

Using IP Address: 63.70.231.114

Timestamp

Sent: 5/6/2025 1:43:24 PM

Viewed: 5/6/2025 2:07:54 PM

Signed: 5/6/2025 2:08:53 PM

Electronic Record and Signature Disclosure:

Accepted: 5/6/2025 2:07:54 PM

ID: 6de3ce82-221e-4869-82a7-b9a34259da22

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

CBD eSignature

cbd.esignature@santacruzcountyca.gov

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/6/2025 2:08:54 PM

Electronic Record and Signature Disclosure:

Accepted: 6/20/2024 3:08:48 PM

ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/6/2025 1:43:24 PM

Certified Delivered

Security Checked

5/6/2025 2:07:54 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	5/6/2025 2:08:53 PM
Completed	Security Checked	5/6/2025 2:08:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.