

CONSENT AGREEMENT

This Consent Agreement is entered into as of September 12, 2023, by and between the State Public Works Board of the State of California (the “SPWB”), the Board of State and Community Corrections of the State of California (the “Board”), and the County of Napa (the “County”).

RECITALS

Whereas, on April 22, 2020, the Board issued its Lease Revenue Bonds 2020 Series B (Various Capital Projects) (the “Bonds”) for the purpose, in part, of funding the Napa County Jail Project (the “Napa Project”); and

Whereas, the Bonds are secured, in part, by rental payments made pursuant to a Facility Lease by and between SPWB and the Board dated as of April 15, 2020 (the “Lease”); and

Whereas, the County operates and maintains the Napa Project pursuant to a Facility Sublease by and between the Board and the County dated as of April 15, 2020 (the “Sublease” and together with the Lease, the “Leases”); and

Whereas, the Leases provide that the Napa Project, as and to the extent it is available for use and occupancy, is to be used as an adult local criminal justice facility as contemplated by the Law (as defined in the Lease), and for such other purposes as may be ancillary and related thereto for State and local criminal justice agencies; and

Whereas, pursuant to the Sublease, the County is required to obtain the prior written consent of the SPWB and the Board for any change in use of the Napa Project or any part thereof; and

Whereas, after the completion of the Napa Project the County made multiple requests to the SPWB and the Board, and received consent for many of the requests, to use the Napa Project temporarily for purposes other than as an adult local criminal justice facility; and

Whereas, the County’s last request sought to use the Napa Project to house homeless and other vulnerable persons that require isolation and quarantine due to COVID-19, and as a warming center for homeless persons; and

Whereas, via a consent agreement dated December 7, 2022 (the “Prior Consent”), the SPWB and the Board provided consent until May 31, 2023 to temporarily use the Napa Project to house homeless and other vulnerable persons that require isolation and quarantine due to COVID-19 and to temporarily use the Napa Project as a warming center for homeless persons through the winter months; and

Whereas, after the Prior Consent was given, the County indicated that, on a long-term basis, it desires to use the Napa Project for purposes other than as an adult local criminal justice

facility and has made a proposal to the SPWB and the Board with the intent to achieve this goal; and

Whereas, the SWPB and the Board require time to consider the County's proposal; and

Whereas, the County currently desires to operate an Intensive Navigation Center serving homeless and probationary clients with evidence-based programming and emergency sheltering services at the Napa Project (the "Temporary Use"); and

Whereas, subject to the provisions of this Consent Agreement the SPWB and the Board desire to consent to the Temporary Use of the Napa Project for the term of this Consent Agreement while the SWPB and the Board consider the County's proposal.

AGREEMENT

Section 1. Full Force and Effect. The above is true and correct. The Leases remain in full force and effect and nothing herein shall be interpreted to amend the Leases nor the obligations of the parties thereunder.

Section 2. Consent. Pursuant to the provisions of Section 8 of the Sublease, SPWB and the Board hereby consent to the County's Temporary Use of the Napa Project.

- a. The County agrees that the Temporary Use consented to herein shall be terminated immediately upon the end of the term of this Consent Agreement or upon notice by the Board or the SPWB when in their independent sole discretion either determines that there is a need to use the Napa Project for criminal justice activities in accordance with the Leases; and
- b. Nothing in this Consent Agreement shall be construed as a promise or obligation of the SPWB or the Board to take any action, or as creating a right of the County to any action, with respect to the County's proposal described in the "Whereas" clauses above; and
- c. The County agrees that the indemnity provision in Section 20 of the Sublease applies to any and all costs or claims arising out of or related to the consent provided herein by the Board and the SPWB and any use of the Napa Project resulting from such consent. The County agrees that such indemnity shall survive any termination of this Consent Agreement.

Section 3. No Amendment. Nothing herein amends, supersedes, or waives any provision in the Leases which remain in full force and effect.

Section 4. Term. Unless earlier terminated in accordance with Section 2.a. above, this Consent Agreement and the consent provided herein shall be effective beginning the date on which this Consent Agreement is signed and delivered by the last party to sign through March 12, 2024 and ends on March 13, 2024.

Section 5. Fees. The County agrees to pay for all fees and expenses of the SPWB's bond counsel incurred in its representation of the SPWB with respect to this Consent Agreement, including, but not limited to, conducting due diligence with respect to the Temporary Use and

reviewing any documents related to such use, drafting a certificate of the County related to the Temporary Use, and drafting and issuing an opinion regarding the Temporary Use and its effect on the exclusion from gross income of interest on the Bonds. Additionally, the County agrees to pay for all fees and expenses of the SPWB's bond counsel incurred in its representation of the SPWB with respect to the County's proposal described in the "Whereas" clauses above. Payment shall be made payable to the SPWB upon presentation of an invoice for such fees and expenses. The payment shall be sent to the following address:

California State Public Works Board
Attention: Koreen H. van Ravenhorst
915 L Street, 9th Floor
Sacramento, CA 95814

Section 6. Execution. This agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, or a certificate-based digital signature. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the County, the SPWB, and the Board has executed this Consent Agreement, either individually or by an authorized representative, on the day and year first set forth above.

COUNTY OF NAPA

By: _____

Date: _____

Belia Ramos
Chair, Napa County Board of
Supervisors

STATE PUBLIC WORKS BOARD OF
THE STATE OF CALIFORNIA

By: _____

Date: _____

Koreen H. van Ravenhorst
Deputy Director

BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: _____

Date: _____

Kathleen T. Howard
Executive Officer

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>August 31, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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