

Contract Summary Form

OC Expediter# 1787553

CRH California Water Inc., dba
Culligan of Santa Ana

SUMMARY OF SIGNIFICANT CHANGES

Facility Sublease for the Musick Facility, consent and approval of third-party service agreements are needed from two State of California agencies: the State Public Works Board and the Department of Corrections and Rehabilitation. Said agencies have reviewed the draft and desire to be the last to execute the Amendment.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

See attached excerpt from Amendment Number One, which details the current pricing of \$430,800, for a cumulative contract total of \$1,723,200, one-year term effective August 8, 2026, through August 7, 2027

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of August 8, 2026 through and including August 7, 2027, in an amount not to exceed \$430,800, as well as, amend the ORIGINAL CONTRACT to add Additional Terms and Conditions, Paragraph 32, Facility Sublease, and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section 2 – Term of Contract, of the ORIGINAL CONTRACT is amended its entirety to read as follows:
 2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from August 8, 2023 through and including August 7, 2027, unless otherwise terminated by COUNTY.
- b. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended its entirety to read as follows:
 3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Board of Supervisors.

- c. Additional Terms and Conditions, Section 32, Facility Sublease, is added to the ORIGINAL CONTRACT in its entirety to read as follows:

32. Facility Sublease: Notwithstanding anything in this Contract the parties agree:

1) (a) This Contract in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2024 Series D (Various Capital Projects) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Orange and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and

2) This Contract is subject to the review and written consent of the State Public Works Board and Department of Corrections and Rehabilitation (CDCR) prior to execution, as is any amendment or modification thereto; and

3) This Contract shall be terminable by the County, CDCR, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

- d. Paragraph 2 ("Fees and Charges") of ATTACHMENT B ("Compensation and Pricing Provisions") to the ORIGINAL CONTRACT is amended in part to append the following:

Contract shall not exceed \$430,800 for the term of August 8, 2026 through and including August 7, 2027