

26729

MASTER SERVICES CONTRACT

SCHEDULE A

INTRASTATE TRANSMISSION SERVICE

This Agreement is entered into by and between Southern California Gas Company ("Utility") and **City of Long Beach** ("Customer") as of the **17th** day of **August, 2009**. This Agreement shall be deemed attached to and incorporated as a Schedule in the Master Services Contract ("MSC") executed by the Parties.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, the parties agree as follows:

Section 1 - Scope

A. Intent

This Agreement sets forth the general terms and conditions under which Utility will transport gas, or transport and procure gas, for Customer in California pursuant to Utility's applicable Tariff Rate Schedules and Tariff Rules ("Tariffs") on file with the Public Utilities Commission of the State of California ("CPUC"), as are in effect from time to time.

To the extent not inconsistent herewith, the provisions of the MSC are incorporated by reference in this Agreement. All tariffed transmission services by Utility shall be paid for by Customer at the rates specified in the applicable Tariffs, except as otherwise specified herein. Nothing in this Agreement shall be construed as preventing Utility and Customer from mutually agreeing to conditions which are more stringent than set forth in the Tariffs.

B. Effective Date/Term

- (1) The Effective Date of this Agreement shall be as of 12:00 AM on **November 1st, 2009**.
- (2) The Initial Term of this Agreement shall extend from the Effective Date and end on **November 1st, 2011**.

C. Renewals/Amendments

- (1) Upon the expiration of any Billing Schedule Sequence term in Section 2, such Sequence shall automatically continue at the Otherwise Applicable Rate for the renewal period shown, unless that Sequence or this Agreement is amended or terminated by written notice from one party to the other given not less than twenty (20) days prior to the last day of the initial Sequence/Agreement term or any subsequent term thereafter.
- (2) The Otherwise Applicable Rates and renewal periods shown in Section 2 are subject to change pursuant to Utility's applicable Tariffs.

Section 2 - Services Provided and Redelivery Locations

Customer has requested and agreed to pay for, and Utility has determined that Customer is qualified for transmission services to the following locations (the data provided will be utilized by Utility in determinations regarding curtailment):

[Faint, illegible stamp or signature]

Facility A

Facility Name: City Of Long Beach
Account Number: 060-607-0500
Address: 2400 E Spring St
Long Beach, CA 90806 - 2203

Mail copy of Bill to this Facility: **NO**

Facility Mailing Address: _____

Measurement Location(s):

GNN	GNN Service Address
<u>535</u>	<u>2400 E Spring St, Apt 3, Long Beach, CA 90806 - 2203</u>
<u>536</u>	<u>2400 E Spring St, Long Beach, CA 90806 - 2203</u>
<u>541</u>	<u>2400 E Spring St, Long Beach, CA 90806 - 2203</u>
<u>550</u>	<u>2400 E Spring St, Apt 4, Long Beach, CA 90806 - 2203</u>
<u>21491</u>	<u>2400 E Spring St, Long Beach, CA 90806 - 2203</u>
<u>39412</u>	<u>1 Reservation Pt, Terminal Isl, CA 90731</u>

Full Requirements: **YES** (Noncore only)

Facility Customer Contacts

Operations

Emergency

Name:	<u>Mr. David Sanchez</u>	Name:	<u>Mr. Alan Winter</u>
Title:	<u>Gas Supply & Business Officer</u>	Title:	<u>Manager of Engineering</u>
Address:	<u>2400 E. Spring St.</u> <u>Long Beach, CA 90806</u>	Address:	<u>2400 E. Spring St.</u> <u>Long Beach, CA 90806</u>
Tel. No:	<u>(562) 570-3981</u>	Tel. No:	<u>(562) 570-2040</u>
Fax No:	<u>(562) 570-2008</u>	Fax No:	<u>(562) 570-2008</u>
Wireless Phone:	_____	Wireless Phone:	_____
E-mail:	<u>david.sanchez @longbeach.gov</u>	E-mail:	<u>alan.winter@longbeach.gov</u>

Customer shall notify Utility in the event of any change in the gas requirements or notification designations for this facility.

BILLING SCHEDULE SEQUENCE 01				
Rate Schedule	Priority	Net Billed	Transmission Rates Tariff/Negotiated	Otherwise Applicable Rate
GT-F7	FIRM	N/A	-TARIFF-	GT-F7
The term of this sequence is for <u>2 Year(s)</u> , and shall automatically continue thereafter on the Otherwise Applicable Rate Schedule specified with automatic renewal periods of <u>2 Year(s)</u> .				

MONTHLY SCHEDULED QUANTITY (THERMS)				
January	15,272,212	July	6,724,520	
February	13,639,640	August	6,508,884	
March	10,802,415	September	6,726,180	
April	9,757,800	October	8,343,495	
May	7,216,614	November	9,324,090	
June	6,486,480	December	16,643,187	

Annual Quantity **117,445,517** Use or Pay Aggregator (Yes/No) **NO**

Customer's regular days for operations under this sequence are:

M x T x W x Th x F x Sat x Sun x

Section 3 - Other Existing Transportation/Exchange Arrangements

- (1) Customer has existing intrastate transportation/exchange arrangements with Utility: **NO**
- (2) Date of Arrangement: _____
- (3) Term of Arrangement: _____
- (4) This Agreement shall have no impact on such existing arrangement except: _____

Section 4 - Transportation Services

Customers "Order Control Code" (OCC) for gas transportation by Utility is: **L02**

In the event Customer has elected Transportation Services herein, a Transportation Services Addendum must be completed to indicate the specific account to which any applicable imbalance charges pursuant to imbalance service provided under Tariff Schedule G-IMB shall be applied. Additional elections may be made by Customer, including but not limited to the use of Agent or Contracted Marketer services. Any elections, or changes thereto, made on the Transportation Services Addendum shall be applicable to all Customer Agreements and facilities utilizing the same Order Control Code.

Section 5 - Billing and Payment

Billing and Payment for services hereunder shall be as provided in Utility's Tariff Rule No. 9. Any special billing instructions should be noted in Section 7(E).

Section 6 - Transfer of Rights

Subject to Section 7(A), this Agreement and the rights and obligations hereunder shall only be transferred or assigned with the prior written consent of Utility which shall not be withheld unreasonably, provided that any successor first establishes its "creditworthiness" and assumes such contractual rights and obligations in writing.

Section 7 - Miscellaneous

A. Use or Pay Aggregator: N/A

Use or Pay Aggregators will automatically be authorized to access Customer's meter usage. Customer must have completed and executed MSC Schedule B, Form No. 6597-2 (including the terms and conditions thereof) and such Form is incorporated by reference (as supplemented from time to time) into this Agreement.

B. Contacts/Notices:

Any written notices from one party to the other affecting this Agreement shall be sent to the following locations (unless changed by seven days prior written notice):

Customer	Utility
<u>City of Long Beach</u>	<u>Southern California Gas Company</u>
<u>2400 E. 5th Street</u>	<u>555 W. 5th Street</u>
<u>Long Beach, CA 90806</u>	<u>ML 22A1</u>
Attn: <u>Mr. David Sanchez</u>	Attn: <u>Mr. Oliver Harris</u>
Title: <u>Gas Supply & Business Officer</u>	Title: <u>Account Manager</u>
E-mail: <u>david.sanchez@longbeach.gov</u>	E-mail: <u>oharris@semprautilities.com</u>

C. Definitions:

All definitions set forth in the Tariffs, including without limitation Utility Rule No. 1, are incorporated herein by reference as if set forth in full.

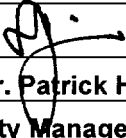
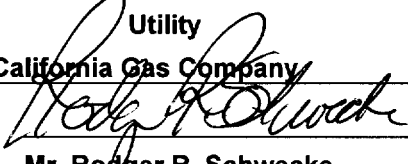
D. Miscellaneous Legal Provisions:

This Agreement incorporates by reference all terms and conditions of the MSC.

E. Special Conditions: The following special conditions of service are applicable hereto:


N/A

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two duplicate original copies hereof.

Customer	Utility
<u>City of Long Beach</u>	<u>Southern California Gas Company</u>
Signature: 	Signature: 
Name: <u>Mr. Patrick H. West</u>	Name: <u>Mr. Roger R. Schwecke</u>
Title: <u>City Manager</u>	Title: <u>Director - Energy Markets</u>

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM

10.13, 20.09
 ROBERT E. SHANNON, City Attorney
 By 
 RICHARD ANTHONY
 DEPUTY CITY ATTORNEY