

MASTER SERVICES CONTRACT

SCHEDULE A

INTRASTATE TRANSMISSION SERVICE

This Agreement is entered into by and between Southern California Gas Company ("Utility") and **City Of Los Angeles** ("Customer") as of the **1st** day of **November, 2021**. 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 **February 1st, 2022**.
- (2) The Initial Term of this Agreement shall extend from the Effective Date and end on **March 1st, 2022**.

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):

Facility A

Facility Name: City Of Los Angeles
 Account Number: 101-471-4013
 Address: 275 Center Way
Los Angeles, CA 90045 - 5834

Measurement Location(s):

GNN GNN Service Address
1014714049 275 Center Way, Los Angeles, CA 90045 - 5834

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

Facility Customer Contacts

Operations

Emergency

| | | | |
|-----------------|--------------------------------------------------------|-----------------|-------------------------------------------------------|
| Name: | <u>Mr. Stanley Hall</u> | Name: | <u>Mr. Zafar Khan</u> |
| Title: | <u>Day Shift Supervisor</u> | Title: | <u>Chief Engineer</u> |
| Address: | <u>275 Center Way</u> <u>Loas Angeles, CA 90045</u> | Address: | <u>275 Center Way</u> <u>Los Anglele, CA 90045</u> |
| Tel. No: | <u>(424) 646-6647</u> | Tel. No: | <u>(424) 646-7828</u> |
| Fax No: | <u>(310) 646-9624</u> | Fax No: | <u>(310) 646-9624</u> |
| Wireless Phone: | <u>(310) 877-3157</u> | Wireless Phone: | <u>(310) 809-6265</u> |
| E-mail: | <u>shall@lawa.org</u> | E-mail: | <u>zkhan@lawa.org</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-5NC | -- | N/A | -TARIFF- | GT-5NC |
| The term of this sequence is for 1 Month(s), and shall automatically continue thereafter on the Otherwise Applicable Rate Schedule specified with automatic renewal periods of 1 Month(s). | | | | |

WINTER MONTHS CURTAILMENT BASELINE QUANTITY (THERMS/DAY) 15,912
 SUMMER MONTHS CURTAILMENT BASELINE QUANTITY (THERMS/DAY) 19,972

"Winter Months" are defined as November through March and "Summer Months" are defined as April through October. The initial Curtailment Baseline Quantities for the Winter Months and Summer Months are set forth above and are valid only for up to 24 months after the Effective Date of this Agreement. Utility may revise the Curtailment Baseline Quantities for the Winter Months and Summer Months in accordance with the Tariffs and by providing at least 30 days advance written notice to Customer. Such revised Curtailment Baseline Quantities shall be deemed automatically incorporated herein, and shall replace the earlier-established Curtailment Baseline Quantities, without any further action of the parties and as of the date set forth in such notice.

DAILY RESERVATION QUANTITY (TLS) THERMS/DAY N/A
 MINIMUM USAGE REQUIREMENT (REFINERY CUSTOMERS ONLY) THERMS/DAY N/A

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: **L59**

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(D).

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. 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 |
|----------------------------------------|----------------------------------------|
| City Of Los Angeles | Southern California Gas Company |
| 7411 World Way West | 9240 E. Firestone Blvd |
| | ERC 5 |
| Los Angeles, CA 90045 | Downey, CA 90241 |
| Attn: Mr. Enrico Lopez | Attn: Noreen Chambers |
| Title: Sr Management Analyst II | Title: Sr Account Executive II |
| E-mail: elopez3@lawa.org | E-mail: nchambers@socalgas.com |

B. 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.

C. Miscellaneous Legal Provisions:

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

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

"The parties acknowledge and agree that, in accordance with CPUC Decision 16-07-008 and Section 1.C. (1) of this Agreement, this Agreement shall automatically renew month-to-month terms through January 1, 2027, after which it will no longer automatically renew unless requested by Customer at least 20 days in advance of such date. Additionally, as described in Section 1.C.(1), either party may terminate this Agreement after the Initial Term upon providing to the other party a written termination notice at least 20 days in advance of the termination of the then-current term."

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

| Customer | Utility |
|-----------------------------------------|----------------------------------------------|
| <u>City Of Los Angeles</u> | <u>Southern California Gas Company</u> |
| Signature: _____ | Signature: _____ |
| Name: <u>Mr. Michael Christensen</u> | Name: <u>Ms. Rasha Prince</u> |
| Title: <u>Deputy Executive Director</u> | Title: <u>Dir. Customer Energy Solutions</u> |

Southern California Gas Company
Contract 399604

APPROVED AS TO FORM:
John Lisenbery,
City Attorney

Date: 1/5/2022

By: 
Deputy City Attorney