



Contract Number

20-600

SAP Number

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	William L. Gilbert
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Pacific Summit Energy LLC
<b>Contractor Representative</b>	Todd Robison
<b>Telephone Number</b>	(949) 221-8000
<b>Contract Term</b>	June 3, 2015 through July 31, 2021
<b>Original Contract Amount</b>	\$2,871,873
<b>Amendment Amount</b>	\$574,375
<b>Total Contract Amount</b>	\$3,446,248
<b>Cost Center</b>	8450

**Briefly describe the general nature of the contract:** Approve Amendment No. 2 to the Base Contract for Sale and Purchase of Natural Gas with Pacific Summit Energy LLC, to extend the contract period by one-year, for a total contract period of June 3, 2015 through July 31, 2021, and increase the contract amount by \$574,375, for a total contract amount of \$3,446,248 for the provision of natural gas.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

  
Charles Phan, Deputy County Counsel

Date 7/20/2020

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department

  
William L. Gilbert, Director

Date

7/20/2020



## TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY - PhysicalFixed

**Seller:**

PACIFIC SUMMIT ENERGY LLC  
2010 Main Street, Suite 1200  
Irvine, CA 92614  
Phone: 949-777-3232  
Fax: 281-681-7896  
Email: gasconfirmations@pacificsummitenergy.com  
Attention: Gas Confirmations

**Buyer:**

County of San Bernardino on behalf of  
Arrowhead Regional Medical Center  
400 N. Pepper Avenue  
Colton, CA 92324  
Phone: 909-580-0085  
Email: HallJo@armc.sbcounty.gov  
Attention: Jonathan Hall

This Transaction Confirmation (the "Confirmation") supplements, forms part of, is subject to and constitutes a "Transaction Confirmation" under that certain NAESB Master Agreement, entered into by the parties on June 3, 2015, as amended and supplemented from time to time (the "Agreement"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below. The terms of the particular Transaction to which this Confirmation relates are as follows

For the purposes of this Transaction Confirmation, the name of the Buyer and contact information for the Buyer are as follows:

- a. All references to "Arrowhead Regional Medical Center" as the Buyer is amended to read "County of San Bernardino on behalf of Arrowhead Regional Medical Center" as the Buyer.
- b. The contact information for the Buyer for Contract and Legal Notices is amended to read as follows:

Arrowhead Regional Medical Center  
Attn: Hospital Director  
400 N. Pepper Avenue  
Colton, CA 92324

- c. The contact information for all other purposes is amended to read as follows:

Arrowhead Regional Medical Center  
Attn: Jonathan Hall  
Tel: 909-580-0085  
Email: HallJo@armc.sbcounty.gov

**Notional Quantity per Calculation Period:**

Start Date	End date	Qty
08/01/2020	08/31/2020	11750
09/01/2020	09/30/2020	11000
10/01/2020	10/31/2020	11750
11/01/2020	11/30/2020	13800
12/01/2020	12/31/2020	15250
01/01/2021	01/31/2021	15250
02/01/2021	02/28/2021	13800
03/01/2021	03/31/2021	11800
04/01/2021	04/30/2021	11800
05/01/2021	05/31/2021	11800
06/01/2021	06/30/2021	11800
07/01/2021	07/31/2021	11750

**Calculation Period(s):**

Monthly

**Commodity:**

NaturalGas

**Commodity Unit:**

MMBtu

**Trade Date:**

TBD

**Effective Date:**

08/01/2020

**Termination Date:**

07/31/2021

**Payment Date(s):****Location:**

SoCal CG Area

**Point:**

Social Usage

**Fixed Price:**

3.79 USD/MMBtu

- a. For usage of designated quantity rate above, the price shall be \$ 3.79USD per MMBtu.
- b. The price stated in this Exhibit "A" excludes Backbone Transportation Service (BTS) charges imposed by SoCal Gas. In addition to the price stated in this Exhibit "A", Buyer shall reimburse PSE for all applicable BTS fees, including BTS In-kind Energy Charges (fuel), imposed by SoCal Gas that may change from time to time. Refer to the rate schedule in SoCal Tariffs section G-BTS.
- c. Buyer's incremental volumes used which are in excess of the Designated Quantity above shall be priced at a mutually agreed upon price between the Buyer and Seller. In the absence of a mutually agreed upon price for such incremental gas deliveries on the day of the delivery of such incremental volumes, the price shall be the Gas Daily "Daily Price Survey" "Common Low".
- d. Buyer's per day surplus volumes resulting from the usage that is less than the Designated Quantity above shall be priced and disposed of at a price that is mutually agreed upon between Buyer and Seller. In the absence of a mutually agreed upon price for disposing of surplus volumes on the day of the disposal of the surplus volumes, the price shall be Gas Daily "Daily Price Survey" "Common High".

**Fixed Price Provisions:**

Notwithstanding anything to the contrary in this Contract (including, without limitation, anything in Section 11 of this Contract), in the event (i) a transaction has a Firm performance obligation, and (ii) Seller is unable to sell and deliver the Contract Quantity for such transaction as a result of an event of Force Majeure or Buyer is unable to purchase and receive the Contract Quantity for such transaction as a result of an event of Force Majeure, and (iii) the Delivery Period for such transaction is at least one calendar month, and (iv) the Contract Price is a Fixed Price (as defined below), then (a) if the FOM Price (as defined below) is above the Fixed Price, Seller shall pay Buyer for each MMBtu of gas not delivered and/or received the difference between the FOM Price and the Fixed Price, or (b) if the FOM Price is below the Fixed Price, Buyer shall pay Seller for each MMBtu of gas not delivered and/or received the difference between the Fixed Price and the FOM Price. "Fixed Price" means, a Contract Price for a transaction that is expressed as a flat dollar amount (Fixed Price includes prices that were converted from index-based price to a flat dollar amount upon the mutual agreement of the parties or as a result of a party exercising a price option that resulted in a maximum price or minimum price). "FOM Price" means the price per MMBtu, stated in the same currency as the transaction subject to such Force Majeure event, for the first of the month delivery, as published in the first issue of a publication commonly-accepted by the natural gas industry (selected by the Seller in a reasonable manner) for the calendar month of such Force Majeure event for the geographic location closest in proximity to the Delivery Point(s) for the relevant Day adjusted for the basis differential between the Delivery Point(s) and such published geographic location determined by the Seller in a commercially reasonable manner.

Each party will be deemed to represent to the other party each time a transaction is entered into that: (a) it is acting for its own account, and it has made its own independent decision to enter that transaction and as to whether that transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it is deemed necessary; (b) it is not relying on any communication (written or oral) of the other party as investment advice or recommendation to enter into that transaction; it being understood that information and explanations related to the terms and conditions of transaction shall not be considered investment advice or a recommendation to enter into that transaction; (c) no communication (written or oral) received from either party shall be deemed to be an assurance or guarantee as to the expected results of that transaction; (d) it is capable of assessing the merits and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that transaction; (e) it is capable of assuming, and assumes the risk of that transaction; and (f) the other party is not acting as a fiduciary for, or an advisor to, it in respect of that transaction.

If this Confirmation correctly sets forth the terms of the Transaction that we have entered into, please promptly confirm in a reply to us by signing below and sending this Confirmation (or a copy hereof) to us (or notifying us of any bona fide error that would require revision in order to accurately reflect our agreement on the Transaction) [email to gasconfirmations@pacificsummitenergy.com](mailto:gasconfirmations@pacificsummitenergy.com) within two (2) Business Days after your

receipt of this Confirmation. If you fail to so reply within such time period, the terms hereof will constitute binding and conclusive evidence of the Transaction. We look forward to receiving your prompt reply.

For the avoidance of doubt, this Confirmation reflects the extension of the "Termination Date" set forth under the previously issued Confirmation between the Parties under Confirmation No. 3184715 dated July 2, 2018.

PACIFIC SUMMIT ENERGY LLC

By:



Name: Chang Lee  
Title: SVP - Middle and Back Office  
Date: 05/29/2020

Deal No: TBD

County of San Bernardino on behalf of  
Arrowhead Regional Medical Center

By:



Name: Curt Hagman  
Title: Chairman, Board of Supervisors  
Date: JUL 28 2020

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By

