

1 [Agreement Amendment - Blythe Solar IV, LLC - CleanPowerSF Power Purchase - Energy
2 Storage Capability - Not to Exceed \$220,280,744]

3 **Resolution approving amendments to CleanPowerSF's power purchase agreement with**
4 **Blythe Solar IV, LLC, to add energy storage capability to the existing solar energy**
5 **facility and increase the contract amount by \$83,096,000 for a total not to exceed cost**
6 **of \$220,280,744 to commence in October 2022, with no change to the term.**

7
8 WHEREAS, In May 2016, the San Francisco Public Utilities Commission (PUC)
9 launched a program called CleanPowerSF to provide San Francisco residents and
10 businesses the option to receive cleaner, more sustainable electricity at rates comparable to
11 those offered by Pacific Gas & Electric Company; CleanPowerSF currently provides three
12 million megawatt hours of electricity annually to over 380,000 customer accounts; and

13 WHEREAS, In Ordinance 8-18, the Board of Supervisors delegated authority to the
14 General Manager of the PUC to enter into long-term renewable power purchase agreements
15 for contracts resulting from the PUC's 2018 request for offers for renewable energy supply,
16 including the Agreement, and authorized the use of the PUC's form power purchase
17 agreements; and

18 WHEREAS, Blythe Solar IV, LLC, a subsidiary of NextEra Energy Resources
19 Acquisitions, LLC, (Blythe Solar) was a respondent to that 2018 solicitation, and in July 2019,
20 CleanPowerSF entered into a long-term power purchase agreement with Blythe Solar to
21 purchase solar energy from a facility located in Blythe, California in the amount of
22 \$137,184,744 with a term through September 10, 2040 (Agreement); and

23 WHEREAS, CleanPowerSF and Blythe Solar have agreed to amend the Agreement to
24 include energy storage for the Blythe Solar facility for the term of the Agreement with
25 operation to commence in October 2022 and to increase the not to exceed amount of the

1 Agreement by \$83,096,000 for a total amount of \$220,280,744 (Amended and Restated
2 Agreement); and

3 WHEREAS, The Risk Manager of the PUC and the City Attorney have approved the
4 mutual indemnification and limitation of liability clauses in the amended Agreement; and

5 WHEREAS, Energy storage will allow CleanPowerSF to maximize the value of the
6 Agreement by storing electric energy from the renewable power facility during periods when
7 there is excess electricity supply in the California grid and discharging and delivering the
8 electricity during periods when supplies are low and by providing an electricity-related product
9 known as resource adequacy capacity; and

10 WHEREAS, State law requires load serving entities such as CleanPowerSF to procure
11 certain amounts of resource adequacy capacity under long-term agreements and the
12 Amended and Restated Agreement will enable CleanPowerSF to comply with the state
13 mandates; and

14 WHEREAS, The PUC approved the Amended and Restated Agreement at a public
15 meeting on September 28, 2021 in Resolution No. 21-0151; now, therefore, be it

16 RESOLVED, That the Board of Supervisors authorizes the General Manager of the
17 Public Utilities Commission to enter into the Amended and Restated Agreement for a total
18 amount not to exceed \$220,280,744; and, be it

19 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
20 Manager to make amendments to the Amended and Restated Agreement, as needed to fulfill
21 the purposes of the Agreement, that do not materially increase the obligations or liabilities of
22 the City or reduce the benefits to the City; and, be it

23 FURTHER RESOLVED, That within thirty (30) days of the amendment being fully
24 executed by all parties, the San Francisco Public Utilities Commission shall provide the final
25 amendment to the Clerk of the Board for inclusion into the official file.