

1 [Agreement Amendment - APX, Inc. - Power Scheduling Coordination and Related Support  
2 Services - Not to Exceed \$105,000,000]

3 **Resolution retroactively authorizing the General Manager of the San Francisco Public**  
4 **Utilities Commission to execute the first amendment to Agreement No. CS-344, Power**  
5 **Scheduling Coordination and Related Support Services, with APX, Inc., increasing the**  
6 **not to exceed amount by \$100,000,000, for a total not-to-exceed amount of**  
7 **\$105,000,000, and with no change to the five-year agreement duration, to allow for the**  
8 **payment of the California Independent System Operator (CAISO) power transmission**  
9 **charges.**

10  
11 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires  
12 scheduling coordinator and related support services in order to transport electricity from the  
13 Hetch Hetchy Project and other sources to its electricity customers over the transmission  
14 system controlled and operated by the California Independent System Operator (CAISO); and

15 WHEREAS, On September 23, 2014, by SFPUC Resolution No. 14-0141, the SFPUC  
16 authorized the General Manager of the SFPUC to negotiate and execute a professional  
17 services agreement, Agreement No. CS-344, Power Scheduling Coordination and Related  
18 Support Services, with a not to exceed amount of \$5,000,000 and with a term of five years,  
19 concluding in October 2019, with APX Inc. (APX Agreement); and

20 WHEREAS, The APX Agreement and SFPUC Resolution No. 14-0141 are on file with  
21 the Clerk of the Board of Supervisors in File No. 151168; and

22 WHEREAS, The SFPUC previously obtained and paid for transmission services  
23 pursuant to an agreement with Pacific Gas & Electric Company, which expired in July 2015;  
24 and

1           WHEREAS, The SFPUC now obtains transmission service pursuant to the CAISO  
2   Tariff and is required to process payments for such service (Pass Through Charges) through  
3   its scheduling coordinator; and

4           WHEREAS, The APX Agreement provides for the CAISO Pass Through Charges to be  
5   processed through a scheduling coordinator clearing account (Clearing Account) in  
6   compliance with the CAISO Tariff; and

7           WHEREAS, The APX Agreement and CAISO Tariff require the SFPUC to deposit  
8   funds for the CAISO Pass Through Charges into a Clearing Account and require APX, Inc., to  
9   pay the Pass Through Charges to the CAISO on behalf of the SFPUC from the Clearing  
10   Account; and

11           WHEREAS, The first Amendment to the APX Agreement adds \$100,000,000, to the  
12   current not-to-exceed amount for a total not-to-exceed amount of \$105,000,000 solely to allow  
13   for the payment of the Pass Through Charges to the CAISO from the Clearing Account, but  
14   does not change the amounts to be paid to APX Inc. for services under the APX Agreement  
15   (First Amendment); and

16           WHEREAS, The First Amendment is on file with the Clerk of the Board of Supervisors  
17   in File No. 151168 and available on the Board's website, substantially in final form; and

18           WHEREAS, On October 13, 2015, by PUC Resolution No. 15-0207, on file with the  
19   Clerk of the Board of Supervisors in File No. 151168, the PUC approved the First Amendment  
20   to Agreement CS-344; and

21           WHEREAS, Funds for the APX Agreement and the transmission charges paid to the  
22   CAISO have been budgeted by SFPUC and allocated through the budget process; now,  
23   therefore, be it

24           RESOLVED, That the Board of Supervisors hereby retroactively authorizes the  
25   General Manager of the SFPUC to enter into the First Amendment to Agreement No. CS-344,

1 Power Scheduling Coordination and Related Support Services, with APX Inc., to increase the  
2 not-to-exceed amount by \$100,000,000, for a total not-to-exceed amount of \$105,000,000,  
3 with no change to the agreement duration, in substantially the form on file with the Clerk of the  
4 Board, with any amendments or modifications that the General Manager determines, in  
5 consultation with the City Attorney, are in the best interest of the City, do not otherwise  
6 materially increase the obligations or liabilities of the City, are necessary or advisable to  
7 effectuate the purposes of the contract, and are in compliance with all applicable laws; and,  
8 be it

9 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully  
10 executed by all parties, the SFPUC shall provide the final agreement to the Clerk of the Board  
11 for inclusion into the official file; and, be it

12 FURTHER RESOLVED, This requirement and obligation resides with the General  
13 Manager, and is for purposes of having a complete file only, and in no manner affects the  
14 validity of the approved contract.

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