

File No. 120246

Committee Item No. 2
Board Item No. 27

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance SUB-Committee Date: April 4, 2012

Board of Supervisors Meeting Date 4/10/12

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget & Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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OTHER

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Completed by: Victor Young
Completed by: Victor Young

Date: March 30, 2012
Date: 4-5-12

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Master License Agreement - Photovoltaic Power Projects]

2
3 **Resolution authorizing the General Manager of the San Francisco Public Utilities**
4 **Commission to enter into a long term Master License Agreement for the installation of**
5 **photovoltaic power projects on San Francisco Unified School District buildings,**
6 **pursuant to San Francisco Charter Section 9.118.**

7
8 WHEREAS, San Francisco voters in November 2001 adopted Propositions B and H
9 encouraging the development and use of renewable energy in the City and County of San
10 Francisco; and,

11 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) is responsible for
12 implementing the installation of renewable energy projects of the City and County of San
13 Francisco; and,

14 WHEREAS, The San Francisco Unified School District (SFUSD) owns many buildings
15 in the City and County of San Francisco that are suitable for the installation of photovoltaic
16 power projects; and,

17 WHEREAS, The SFUSD is willing to enter into a Master License Agreement with the
18 SFPUC enabling the SFPUC to install and maintain photovoltaic power projects on certain
19 SFUSD buildings that the SFPUC and SFUSD agree are suitable for such use; and,

20 WHEREAS, Under the Master License Agreement, the SFPUC will have ten years to
21 identify SFUSD buildings that are suitable for photovoltaic power projects; and,

22 WHEREAS, The Master License Agreement will not expire until 25 years after the date
23 the SFPUC notifies the SFUSD that the SFPUC will commence operation of the last
24 photovoltaic power project on an SFUSD building; and,

1 WHEREAS, Due to the expense of installing the photovoltaic power projects, and the
2 fact that such projects will have long useful lives, it is to the benefit of the SFPUC that the
3 Master License Agreement have a lengthy term; and,

4 WHEREAS, The City's Risk Manager has approved the Indemnity language set forth in
5 Section 30 of the Master License Agreement; and,

6 WHEREAS, In Resolution No, 12-0044 dated March 13, 2012, the SFPUC approved
7 the Master License Agreement; and,

8 WHEREAS, In Resolution No. 121-10W17 dated January 10, 2012, the SFUSD
9 approved the Master License Agreement; and,

10 WHEREAS, A copy of the Master License Agreement is on file with the Clerk of the
11 Board of Supervisors in File No. 120246 which is hereby declared to be a part of this
12 resolution as if set forth fully herein; now, therefore, be it

13 RESOLVED, The Board of Supervisors supports and encourages efforts of the SFPUC
14 to use and develop renewable energy within the City and County of San Francisco; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors authorizes the San Francisco
16 Public Utilities Commission General Manager to enter into the Master License Agreement with
17 the San Francisco Unified School District for the installation of photovoltaic power projects on
18 certain San Francisco Unified School District buildings, pursuant to San Francisco Charter
19 section 9.118; and, be it

20 FURTHER RESOLVED, That the Board of Supervisors authorizes the San Francisco
21 Public Utilities Commission General Manager to agree to such amendments or modifications
22 to the Master License Agreement that may be reasonable and necessary to effectuate the
23 purposes of the Master License Agreement.

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 12-0044

WHEREAS, the San Francisco Public Utilities Commission (SFPUC) and the San Francisco Unified School District (SFUSD) desire to use Solar Power Projects to serve some or all SFUSD load; and

WHEREAS, this Master License Agreement is to provide for the installation and operation of a series of on-site photovoltaic systems at appropriate locations throughout the SFUSD; and to set forth the terms and conditions under which SFUSD will allow the SFPUC to use certain SFUSD Sites for the purpose of installing, operating, and maintaining Solar Power Projects; and


WHEREAS, The estimated cost of services is \$0.00; and

WHEREAS, the Agreement is anticipated to begin in March 2012 and end twenty-five (25) years after the date the SFPUC notifies the SFUSD in writing that it will commence operation of the last Solar Power Project designated during the Term for the Designation of Sites under this Agreement; and

WHEREAS, Execution of the proposed Agreement between the SFUSD and the SFPUC is not subject to the provisions of the California Environmental Quality Act (CEQA) because it does not commit to specific projects or specific sites. However, once individual projects are identified the SFPUC Bureau of Environmental Management will ensure completion of the CEQA compliance process; now, therefore, be it

RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission to seek Board of Supervisors approval and execute a Master License Agreement with San Francisco Unified School District.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of March 13, 2012



Secretary, Public Utilities Commission



AGENDA ITEM

Public Utilities Commission

City and County of San Francisco



DEPARTMENT Power Enterprise AGENDA NO. 9
 MEETING DATE March 13, 2012


Authorize Master License Agreement: Regular Calendar
Project Manager: Lori Mitchell

Authorize Master License Agreement, Solar License Agreement Between San Francisco Public Utilities Commission and San Francisco Unified School District

<p>Summary of Proposed Commission Action:</p>	<p>Authorize the General Manager of the San Francisco Public Utilities Commission (SFPUC) to seek Board of Supervisors approval and execute on behalf of the City and County of San Francisco, a Master License Agreement (MLA) with the San Francisco Unified School District (SFUSD). The MLA provides for the installation and operation of a series of on-site photovoltaic systems at appropriate locations throughout the SFUSD, in order to provide solar power to serve some or all SFUSD load as part of a City and County of San Francisco ("City") program intended to increase the City's development of solar energy. This MLA sets forth the terms and conditions under which SFUSD will allow the SFPUC to use certain SFUSD Sites for the purpose of installing, operating, and maintaining Solar Power Projects.</p>
<p>Background:</p>	<p>This Agreement supports the Mayor's Executive Directive (05-07) on Rooftops for Municipal Solar, Green Buildings, and Energy Conservation, dated October 26, 2005. The Power Enterprise installs renewable and advanced energy generation projects as part of its role as municipal power provider and an implementer of the City's power goals. The purpose of these renewable and advanced generation projects is to accelerate the development of solar PV in San Francisco. SFUSD approved the MLA on January 10, 2012. The MLA also requires approval by the Board of Supervisors.</p>
<p>Result of Inaction:</p>	<p>If this Agreement is not approved, the City will fall behind in its efforts to increase the City's development of solar energy in</p>

APPROVAL:

DEPARTMENT / BUREAU

 3/13/12

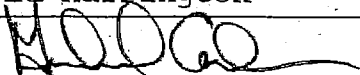
COMMISSION SECRETARY

Mike Housh

FINANCE

Todd L. Rydstrom

GENERAL MANAGER

Ed Harrington


	accordance with the Mayor's Executive Directive 05-107 (Rooftops for Municipal Solar) dated October 26, 2005.						
Budget & Costs:	The estimated cost of services is \$0.00.						
Schedule:	The date of this Agreement is the date it is finally executed by the Parties' authorized signatories and ends twenty-five (25) years after the date the SFPUC notifies the SFUSD in writing that it will commence operation of the last Solar Power Project designated during the Term for the Designation of Sites.						
Description of Agreement:	A Master License Agreement (MLA) will allow the SFPUC to use certain SFUSD Sites for the purpose of installing, operating, and maintaining Solar Power Projects.						
	<table border="1"> <tr> <td>Parties to Agreement:</td> <td>San Francisco Public Utilities Commission and San Francisco Unified School District</td> </tr> <tr> <td>Purpose:</td> <td>To provide for the installation and operation of a series of on-site photovoltaic systems at appropriate locations throughout the SFUSD, in order to provide solar power to serve some or all SFUSD load as part of a City and County of San Francisco ("City") program intended to increase the City's development of solar energy in accordance with the Mayor's Executive Directive 05-107 (Rooftops for Municipal Solar) dated October 26, 2005. This MLA sets forth the terms and conditions under which SFUSD will allow the SFPUC to use certain SFUSD Sites for the purpose of installing, operating, and maintaining Solar Power Projects.</td> </tr> <tr> <td>Location:</td> <td>Each real property owned by the SFUSD that is designated from time to time by the SFUSD and the SFPUC as suitable for the installation and operation of a Solar Power Project in accordance with this Master License Agreement. The first project being considered under this agreement is Alvarado Elementary School located at 625 Douglass St in San Francisco, CA. The project will not proceed prior to completion of CEQA review.</td> </tr> </table>	Parties to Agreement:	San Francisco Public Utilities Commission and San Francisco Unified School District	Purpose:	To provide for the installation and operation of a series of on-site photovoltaic systems at appropriate locations throughout the SFUSD, in order to provide solar power to serve some or all SFUSD load as part of a City and County of San Francisco ("City") program intended to increase the City's development of solar energy in accordance with the Mayor's Executive Directive 05-107 (Rooftops for Municipal Solar) dated October 26, 2005. This MLA sets forth the terms and conditions under which SFUSD will allow the SFPUC to use certain SFUSD Sites for the purpose of installing, operating, and maintaining Solar Power Projects.	Location:	Each real property owned by the SFUSD that is designated from time to time by the SFUSD and the SFPUC as suitable for the installation and operation of a Solar Power Project in accordance with this Master License Agreement. The first project being considered under this agreement is Alvarado Elementary School located at 625 Douglass St in San Francisco, CA. The project will not proceed prior to completion of CEQA review.
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Environmental	Execution of the proposed agreement between the SFUSD and the						

Authorize: Master License Agreement
Commission Meeting Date: March 13, 2012

Review:	SFPUC is not subject to the provisions of the California Environmental Quality Act (CEQA) because it does not commit to specific projects or specific sites. However, once individual projects are identified, the SFPUC Bureau of Environmental Management will ensure completion of the CEQA compliance process.
Recommendation:	SFPUC staff recommends that the Commission adopt the attached resolution.
Attachment:	<ol style="list-style-type: none">1. SFPUC Resolution2. Master License Agreement3. SFUSD Approved Resolution

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. _____

WHEREAS, the San Francisco Public Utilities Commission (SFPUC) and the San Francisco Unified School District (SFUSD) desire to use Solar Power Projects to serve some or all SFUSD load; and

WHEREAS, this Master License Agreement is to provide for the installation and operation of a series of on-site photovoltaic systems at appropriate locations throughout the SFUSD; and to set forth the terms and conditions under which SFUSD will allow the SFPUC to use certain SFUSD Sites for the purpose of installing, operating, and maintaining Solar Power Projects.

WHEREAS, The estimated cost of services is \$0.00; and

WHEREAS, the Agreement is anticipated to begin in March 2012 and end twenty-five (25) years after the date the SFPUC notifies the SFUSD in writing that it will commence operation of the last Solar Power Project designated during the Term for the Designation of Sites under this Agreement; and

WHEREAS, Execution of the proposed Agreement between the SFUSD and the SFPUC is not subject to the provisions of the California Environmental Quality Act (CEQA) because it does not commit to specific projects or specific sites. However, once individual projects are identified the SFPUC Bureau of Environmental Management will ensure completion of the CEQA compliance process; now, therefore, be it

RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission to seek Board of Supervisors approval and execute a Master License Agreement with San Francisco Unified School District.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ March 13, 2012

Secretary, Public Utilities Commission

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
San Francisco, California

Board Meeting 1/10/12

SUBJECT:

Authorization to enter into a contract with The San Francisco Public Utilities Commission to design, install, service, maintain, operate and eventually remove a photo-voltaic (Solar) panel installation at Alvarado ES.

REQUESTED ACTION:

That the Board of Education authorize the Superintendent or his designee to enter into a contract with the San Francisco Public Utilities Commission to design, install, service, maintain and operate a photo-voltaic (solar panel) installation at Alvarado Elementary School in order to produce electrical power for the school site.

FUNDING SOURCE:

Funding for this contract to design, construct and operate the solar panel electrical generation system for the life of the installation, shall be paid solely by the SF Public Utilities Commission. No general fund monies are required for this contract.

CONTRACT:

DESCRIPTION:

COST

No. 32072

San Francisco Public Utilities Commission
Consulting and Construction Services

\$00.00

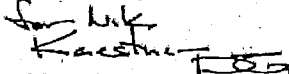
RECOMMENDATION:

It is recommended that the Board of Education approve this contract between the SF Public Utilities Commission and the San Francisco Unified School District to design, install, service, maintain and operate a photo-voltaic (solar panel) installation at Alvarado Elementary School in order to produce electrical power for the school site.

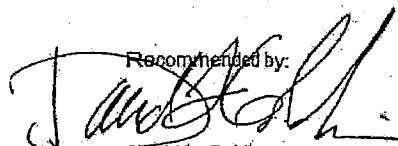
BACKGROUND:

The SF Public Utilities Commission has funding available to design, install and operate photo-voltaic installations at selected District school sites, depending on the school site's appropriateness for a solar panel installation. Alvarado ES is the first proposed project where photo-voltaic panels are to be engineered and installed on the roof to produce electrical power for the school. This solar project shall be used to provide some or all of the electric requirements for the school at the same applicable utility rates in place between the PUC and the District. The District will have the benefit of clean and renewable power at the school for the same utility cost rate that the District would normally pay. The PUC shall also be fully responsible for the maintenance, upkeep and operation of the utility system, including the decommissioning and removal of the system from the school at the end of the useful life of the solar panel installation. The life of the installation is anticipated to be up to 25 years.

Submitted by:


Nicolai Kaestner
Director of Sustainability

Recommended by:

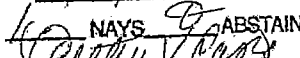

David L. Goldin A.I.A.
Chief Facilities Officer

Agenda Item
3c. (121-10W17)

78

THIS IS TO CERTIFY THAT THE FOREGOING
RESOLUTION WAS ADOPTED BY THE BOARD OF
EDUCATION OF THE CITY AND COUNTY OF SAN
FRANCISCO AT ITS REGULAR MEETING HELD
ON 1/10/12 BY A VOTE OF 6 AYES

6 NAYS 0 ABSTAIN 0 ABSENT.


Esther V. Casco, Executive Assistant
Board Of Education

Date 1/10/12

MINUTES
REGULAR MEETING
BOARD OF EDUCATION
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
TUESDAY, JANUARY 10, 2012 – 6:00 P.M.

The Board of Education met in Regular Session on Tuesday, January 10, 2012 at 6:27 p.m., in the Irving G. Breyer Board Meeting Room, 555 Franklin Street, San Francisco, California. Presiding: Hydra B. Mendoza, President.

PRESENT: Commissioners Ms. Sandra Lee Fewer, Ms. Kim-Shree Maufas, Ms. Hydra B. Mendoza, Dr. Emily M. Murase, Ms. Rachel Norton, Ms. Jill Wynns,, and Mr. Norman Yee

ALSO PRESENT: Mr. Carlos A. Garcia, Superintendent
Miss Joyce Zhang and Miss Karissa Tom, Student Delegates

Special Order of Business

121-10SO1 - Annual Re-Adoption of Board of Education Rules and Procedures

121-10SO1 was moved by Commissioner Norton, seconded, and adopted unanimously. Student Delegate advisory vote: Aye by Miss Zhang and Miss Tom.

Election of Officers of the Board of Education for Year 2012

- ***Board President Mendoza declared open the nominations for the office of President of the Board of Education for the year 2012.***
- ***Commissioner Murase placed the name of Commissioner Norman Yee in nomination for the office of President. Hearing no further nominations, President Mendoza declared nominations closed and requested that the Executive Assistant to the Board of Education call the roll.***

Commissioner Wynns requested that Commissioner Yee's nomination be accepted by acclamation. Hearing no objection, Commissioner Norman Yee, by acclamation, was named President.

TUESDAY, JANUARY 10, 2012

Election of Officers of the Board of Education for Year 2012 (continued)

- *Commissioner Mendoza declared open the nominations for the office of Vice President of the Board of Education for the year 2012.*
- *Commissioner Murase placed the name of Commissioner Rachel Norton in nomination for the office of Vice President. Hearing no further nominations, Commissioner Mendoza declared the nominations closed and requested that the Executive Assistant to the Board of Education call the roll.*

A motion was made by Commissioner Jill Wynns to elect Commissioner Rachel Norton by acclamation. There was objection, thus, a roll call vote was taken.

Roll call for Commissioner Rachel Norton for Vice President 2012:

AYES: Mendoza, Murase, Norton, Wynns, Yee

NAYS: Fewer. Maufas

With the roll call taken, Rachel Norton was elected Vice- President of the Board of Education for 2012.

At this time, Commissioner Mendoza relinquished the Chair to Board President Norman Yee and Commissioner Yee relinquished the Vice Chair to Board Vice President Rachel Norton.

Approval of Board Minutes

Commissioner Murase moved that the Board of Education approve the Minutes of the Regular Meeting of December 13, 2011. The motion was seconded and adopted unanimously. Student Delegate advisory vote: Aye by Miss Zhang and Miss Tom.

Public Comment on Consent Items

Addressing Items 121-10K13, K14, and K26 was Linda Plack, UESF

Requests to Speak Regarding General Matters

Speaking before the Board of Education were the following individuals:
Lillian Fong, Deborah Kwan, Colin Higgins, Wayne Yen, Jaime Ramirez, Edwin Yuen, Nancy Lee, Kesinee Yip, Ann Kung, Bryant Woo, Barry Wong, Dennis Yee, Kelly Schmidt, Erika Ehmsen, Ronnie Chisholm, Sherrie Moore, Sheila Sammon, Meghan Williams, Lorraine Orlandi, Patricia Quinonez, Paulette Brown.

TUESDAY, JANUARY 10, 2012

Special Order of Business

121-10SO2 - Approval of Interdistrict Attendance Agreements

Recommendation: That the Board of Education approve the SFUSD Interdistrict Attendance Agreement and authorize the Superintendent to enter into such agreements with neighboring school districts. This request seeks Board approval of the Interdistrict Attendance Agreements that have already been signed by neighboring districts, as well as approval of the template Interdistrict Attendance Agreement that may be used by the Superintendent in the future to enter into agreements with the remaining neighboring districts, including but not limited to Oakland Unified School District and West Contra Costa Unified School District.

121-10SO2 was moved by Commissioner Norton, seconded, and adopted unanimously. Student Delegate advisory vote: Aye by Miss Zhang and Miss Tom.

Chairman Yee called the Public Hearing to the *2011-2012 Initial Proposal for a Successor Contract from the San Francisco Unified School District to the United Educators of San Francisco (UESF) Teacher and Paraprofessional Units.*

Public speakers: Ken Tray and Linda Plack representing UESF.

Chairman Yee called the Public Hearing to the *2011-2012 Re-Opener Initial Proposal from the United Administrators of San Francisco (UASF) to San Francisco Unified School District*

Public speaker: James Dierke and Richard Curci, representing UASF.

Consent Calendar

**CONSENT
CALENDAR**

The Consent Calendar was moved by Commissioner Wynns, seconded, and presented as follows:

Instructional Resolutions

- 1a. (121-10I1) Approval of Student Travel for Abraham Lincoln High School

Finance Resolutions

- 2a. (121-10B1) Authorization to Submit Applications, to Accept Funds, and to Budget the Amount Awarded.
- 2b. (121-10B2) Authorization for Budget Transfers for Fiscal Year 2011-2012 Budget Restricted and Unrestricted General Funds (Funds 01 and 05)
- 2c. (121-10B3) Authorization to Enter Into an Affiliation Agreement/Memorandum of Understanding between the San Francisco Department of Public Health and San Francisco Unified School District
- 2d. (121-10B4) Authorization of Travel for Board Members

TUESDAY, JANUARY 10, 2012

Consent Calendar – Finance Resolutions - continued

- 2e. (121-10B5) Authorization of Travel for Board Members
- 2f. (121-10B6) Authorization of Travel for Board Members
- 2g. (121-10C2) Authorization for the Award of Bids, Purchase of and Encumbrance for Supplies, Equipment and/or Services Over \$78,900 or the Statutory Limit Specified in Public Contract Code Section 20111

Buildings, Grounds and Services Resolutions

- 3a. (121-10W1) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
John O'Connell School of Technology - \$3,900
- 3b. (121-10W2) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
San Francisco International High School - \$11,609.60
- 3c. (121-10W3) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
International Studies Academy @ Enola Maxwell \$0
- 3d. (121-10W4) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
1350 7th Avenue - \$39,375
- 3e. (121-10W5) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
Dr. Martin Luther King, Jr. Middle School Modernization - \$99,117
- 3f. (121-10W6) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
Francis Scott Key Elementary School Modernization - \$12,109
- 3g. (121-10W7) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
Hilltop High School - \$25,938
- 3h. (121-10W8) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
Civic Center Secondary School - \$82,528
- 3i. (121-10W9) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
Guadalupe Elementary School – Modernization - \$53,866
- 3j. (121-10W10) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
1350 7th Avenue - \$65,520
- 3k. (121-10W11) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
1350 7th Avenue - \$39,856
- 3l. (121-10W12) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
Creative Arts Charter School and Civic Center Secondary School - \$19,404

TUESDAY, JANUARY 10, 2012

Consent Calendar – Buildings, Grounds, and Services Resolutions - continued

3m. (121-10W13) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
1350 7th Avenue - \$23,400

3n. (121-10W14) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
Civic Center Secondary School at John Swett Campus - \$15,000

3o. (121-10W15) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
James Denman Middle School - \$32,826

3p. (121-10W16) Authorization to Approve Contracts, Orders for Service, Work Orders, and Modifications in Connection with the School Building Program
1350 7th Avenue Modernization - N/A

3q. (121-10W17) Authorization to Enter Into a Contract with the San Francisco Public Utilities Commission to Design, Install, Service, Maintain, Operate and Eventually Remove a Photo-Voltaic (Solar) Panel Installation at Alvarado Elementary School
San Francisco Public Utilities Commission - \$0

3r. (121-10W18) Authorization to Enter Into a Contract with Tamalpais Advisors, Inc., Sausalito, CA for Professional Services in Connection with the 2011 Prop A Bond School Building Program
Financial Advisory Services 2011 Prop A Bond Program – NTE \$250,000

3s. (121-10W19) Contracts: Emergency Declaration for Repair of Fire and Water Damage to District Property at Creative Arts Charter School (Former Golden Gate Elementary School Campus), 1601 Turk Street, San Francisco, California

The Board declares an emergency by unanimous vote.

Personnel Resolutions

4a. (121-10F1 – F10) Administrative, Secondary, Elementary Certificated Personnel Actions.

4b. (121-10K1 – K14) Consultant Services Contracts

4bb. (121-10K15 – K34) Consultant Services Contracts Amendments

Vote on the Consent Calendar as follows:

Withdrawn from the agenda by the Superintendent were 3p. 121-10W16, 121-10K15, and 121-10K26.

With items withdrawn and item severed, the Consent Calendar was adopted by 7 ayes, with the exception of 121-10K1 and 121-10K19 which received 6 ayes, 1 nay (Mendoza). Student Delegate advisory vote: Aye by Miss Zhang and Miss Tom.

Consent Calendar Resolutions – Severed for Board Discussion and Immediate Action

121-10W17 – Adopted by 6 ayes, 1 nay (Wynns). Student Delegate advisory vote: Aye by Miss Zhang and Miss Tom.

TUESDAY, JANUARY 10, 2012

Superintendent's Proposals – First Reading

121-10Sp1 – Approval of a Public Education Enrichment Fund Expenditure Plan for School Year 2012-2013

121-10Sp1 was moved by Commissioner Norton, seconded, and referred by order of the Chair to the Committee of the Whole meeting to be held on January 17.

Board Members' Proposals – First Reading

121-10A2 – In Support of the Creation of Vision and Goals of the PreK-3rd Alignment System, including the PreK-3rd: Looking Back, Moving Forward Summit

- Commissioner Norman Yee and Kim-Shree Maufas

Suspension of the Rules to hear this resolution at First Reading was moved by Commissioner Maufas, seconded, and adopted unanimously. Student Delegate advisory vote: Aye by Miss Zhang and Miss Tom.

121-10A2 was formally moved by Commissioner Norton, seconded, and adopted, as amended, by unanimous vote. Student Delegate Advisory vote: Aye by Miss Zhang and Miss Tom.

Report of Closed Session Actions

Closed Session Actions of January 10, 2012

121-10A3 – RESOLVED: The Board of Education by a vote of 6 ayes and 1 absent (Maufas) approved the expulsion of one (1) high school student, T.H.

121-10A4 – RESOLVED: The Board of Education by a vote of 7 ayes approved a contract for one (1) Principal.

TUESDAY, JANUARY 10, 2012

Adjournment

There being no further business to come before the Board of Education, this meeting was adjourned at 9:24 p.m. in memory of Warren Hellman.

The next Regular Meeting of the Board of Education will take place on Tuesday, January 24, 2012 at 6:00 p.m. in the Irving G. Breyer Board Meeting Room, 555 Franklin Street.

Please Note:

These Minutes have set forth the actions taken by the San Francisco Board of Education on matters stated, but not necessarily the order in which the matters were taken up. Copies of adopted Board/Superintendent Resolutions are filed in the official records of the Board of Education.

PRESIDENT

SUPERINTENDENT OF SCHOOLS AND
SECRETARY, BOARD OF EDUCATION

Adopted: January 24, 2012

MASTER LICENSE AGREEMENT
BETWEEN
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
AND
SAN FRANCISCO UNIFIED SCHOOL DISTRICT

THIS MASTER LICENSE AGREEMENT (herein "**LICENSE**") dated for reference purposes only as of _____, 2011, is entered into by and between the Public Utilities Commission of the City and County of San Francisco ("**SFPUC**"), and the San Francisco Unified School District ("**SFUSD**"), hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The purpose of this LICENSE is to provide for the installation and operation of a series of on-site photovoltaic systems at appropriate locations throughout the SFUSD, in order to provide solar power to serve some or all SFUSD load as part of a City and County of San Francisco ("City") program intended to increase the City's development of solar energy in accordance with the Mayor's Executive Directive 05-107 (Rooftops for Municipal Solar) dated October 26, 2005.

B. The City, acting by and through the SFPUC, currently serves SFUSD electricity needs from certain generating resources located at a distance from SFUSD, including but not limited to hydroelectric power from the Hetch Hetchy system. The SFPUC and the SFUSD desire to use Solar Power Projects to serve some or all SFUSD load.

C. The SFUSD owns certain real property located in San Francisco, California. The SFUSD desires to make certain of those properties available for use by the SFPUC for the installation and operation of Solar Power Projects used to serve some or all SFUSD load.

D. The Parties now wish to enter into this LICENSE to set forth the terms and conditions under which SFUSD will allow the SFPUC to use certain SFUSD Sites for the purpose of installing, operating, and maintaining Solar Power Projects.

E. Subject to the provisions of this LICENSE, the SFUSD shall make each Site mutually agreed upon by the Parties, including the Alvarado Elementary School Site, available for the installation and operation of a Solar Power Project by the SFPUC.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, the SFUSD and SFPUC hereby agree as follows:

1. Definitions. Whenever used herein, including all appendices hereto, the following terms, when initially capitalized, shall for the purpose of this LICENSE have the

Such practices, methods and procedures are not limited to the optimum, but rather to any within the scope of those currently and commonly used.

(l) Site. Each real property owned by the SFUSD that is designated from time to time by the SFUSD and the SFPUC as suitable for the installation and operation of a Solar Power Project in accordance with this LICENSE. The Sites are more particularly described in Appendix B attached hereto, as it may be amended from time to time by the Parties in writing following the Parties' designation of a Site under Section 7 below.

(m) Site Plan. A set of drawings of the potential Site, which drawings shall include in particular the roof, the roof's structural support, electrical drawings showing all relevant details of the electric room where the output from a Solar Power Project would be connected to the SFUSD grid, and the possible conduit routing of the output from the Solar Power Project to the electrical room.

(n) Solar Power Project. A photovoltaic system installed at a Site consisting of photovoltaic panels, racking material, array wiring, wiring to electrical tie in location wiring from the roof mounted solar array to the electrical tie in location of the Site, inverter(s), an AC disconnect switch, a DC disconnect switch, junction boxes, wiring, a Solar Power Project Meter, and wiring to the PG&E main meter.

(o) Solar Power Project Meter. A time of use meter which will measure the output of each Solar Power Project.

2. License and Fees.

(a) License. The SFUSD confers upon the SFPUC a personal, non-exclusive, irrevocable, and non-possessory privilege to enter upon and use the License Area of a Site for the Permitted Activities, subject to the terms, conditions and restrictions set forth below.

(b) Fees. The LICENSE granted herein by the SFUSD to the SFPUC to use the License Area of a Site for the Permitted Activities shall be for no fee.

3. "As Is" Condition; No Warranties; No Inspection Subject only to the requirements of Section 7(c) below, the SFPUC accepts each of the Sites in its "AS IS" condition, without representation, warranty or covenant of any kind by the SFUSD, including without limitation, the suitability of the Sites for the Permitted Activities. The SFPUC acknowledges and agrees that the SFUSD has made no representations, made no inspections as to the suitability of the Sites for the Permitted Activities, made no warranties, or covenants to the SFPUC regarding the design and construction of Solar Power Projects at the Sites.

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request, the SFUSD will provide a Site Plan to the SFPUC Manager of Renewable Energy Generation Projects. If the SFUSD does not provide a Site Plan to the SFPUC within 60 days of the SFPUC's initial request, the SFUSD shall work with the SFPUC to develop a Site Plan for the installation of a Solar Power Project at the Site. By way of example, a proposed Site Plan Solar Power Project at the Alvarado Elementary School Site is attached hereto as Appendix C.

(c) Electrical and Structural Review and Designation of Sites. Upon receipt or development of a mutually agreed upon Site Plan, at its sole discretion the SFPUC may undertake an electrical and structural review of a potential Site to determine whether it is suitable for a Solar Power Project. If the SFUSD and the SFPUC determine that a potential Site is suitable for a Solar Power Project the project may move forward.

(d) Roof Leak Test. At its sole discretion, the SFPUC may request and provide funding for a roofing contractor acceptable to SFUSD, to conduct and perform a roof leak test prior to entering into a contract to install a Solar Power Project. The SFUSD shall provide the SFPUC at least ten (10) business days advance written notice of any such roof leak test and shall afford the SFPUC a reasonable opportunity to be present at such test.

8. Procurement and Installation of Solar Power Projects. If the SFUSD and the SFPUC so agree with respect to a particular Site, the SFPUC may install a Solar Power Project at the Site in accordance with the requirements of this LICENSE. Before beginning any work on installation of a Solar Power Project, the SFPUC shall obtain any and all necessary permits and other approvals that may be required for the installation of a Solar Power Project at the Site, including without limitation, approval from the California Division of State Architect, any approval required under the California Environmental Quality Act, building permits and other federal, state, county and municipal permits or approvals, and shall maintain such approvals as necessary throughout the term of this LICENSE. Upon request, the SFPUC shall provide to the SFUSD copies of all such permits and approvals. Notwithstanding Section 2(a) above, the SFUSD agrees that once a particular site is mutually determined for a Solar Power Project the SFPUC shall have an exclusive right to use the designated Site for the purposes of installing a Solar Power Project.

9. Ownership of Solar Power Projects. Each Solar Power Project installed at a Site shall be and shall remain the property of the SFPUC. Fixed and unmovable parts of the Solar Power Projects (including conduit and replacement roofing material) will become the property of the SFUSD upon final removal of a Solar Power Project from a Site by the SFPUC upon expiration or termination of this LICENSE.

10. Operation of Solar Power Projects. The SFPUC will be responsible for the operation of the Solar Power Projects unless a Solar Power Project at a Site is later made the responsibility of the SFUSD pursuant to an executed written agreement between the Parties. The SFPUC shall undertake the Permitted Activities in accordance with the

use reasonable efforts to minimize the effect of SFUSD changes on SFPUC rights granted under this License.

16. Compliance with Laws/Permits and Approvals. The SFPUC, at its expense, shall comply with all laws, regulations, and requirements of federal, state, county and municipal authorities now in force or which may hereafter be in force relative to the SFPUC's use of each Site for the Permitted Activities, including all legally required approvals following environmental review.

17. Removal.

(a) SFPUC Expense. The SFPUC, at its sole cost and expense, shall remove its Solar Power Projects from each Site upon expiration of this LICENSE, unless the parties mutually agree to allow a Solar Power Project to remain on a Site as described in Section 4(c) above. Additionally, the SFPUC, in its sole discretion and at its sole cost and expense, may remove a Solar Power Project from a Site prior to the expiration date for any reason. After removal of a Solar Power Project from a Site as provided above, the SFPUC shall surrender the Site to the SFUSD in the same condition as received, free from hazards and clear of all debris. Subject to any applicable building permits, the SFPUC shall remove all of its property and improvements from the Site.

(b) Notice. The SFPUC shall provide at least thirty (30) days written notice to SFUSD of its intention to remove a Solar Power Project from a Site and shall complete removal of such Solar Power Project within one hundred and eighty (180) days of such notice.

(c) Early Removal. If the SFUSD requires the SFPUC to permanently remove any part of a Solar Power Project from a Site before the expiration of this LICENSE, the SFUSD will reimburse the SFPUC for the remaining depreciated value of the project removed. The life of a Solar Power Project will be considered to be twenty five (25) years and a straight line method of depreciation value will be used. The basis for the depreciation calculation shall be the net final project cost. The SFUSD agrees that it shall not require the SFPUC to remove a Solar Power Project for at least one (1) year from the completion of installation. The net final project cost will be determined from the total project cost, less any rebates or salvage value, to the SFPUC.

18. Roof Repairs after the Installation of Solar Power Projects.

(a) Notice. The SFUSD shall provide the SFPUC Manager of Renewable Energy Generation Projects with written notice at least one hundred and eighty days (180) days prior to any planned roof repair, rehabilitation projects, or other projects at a Site that could affect a Solar Power Project.

(b) Removal to Accommodate Repairs. Subject to any applicable building permits, if a Solar Power Project must be moved or removed from a Site to accommodate such SFUSD projects, the SFPUC shall move or remove the Solar Power Project within

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(b) Expenses of Electric Service Interruptions. Each Party will be responsible for its own expenses, either direct or indirect, related to a planned or Emergency Electric Service interruption or its cancellation.

(c) Planned and Emergency Shut Downs by SFUSD. In the event that the SFUSD needs to shut down all or a portion of the electrical system at any of the Sites, the SFUSD shall provide as much advance notice to the SFPUC Manager of Renewable Energy Generation Projects as possible. For planned shutdowns, the SFUSD shall provide at least ten (10) business days' written notice to the SFPUC. In the event of an Emergency shutdown, the SFUSD shall provide the SFPUC as much prior notice as possible.

(d) Operation of the Solar Power Projects during Emergencies. In an Emergency, if necessary to protect the health or safety of the public or the SFUSD's employees or pupils, the SFUSD may shut down a Solar Power Project. The SFUSD shall make all reasonable attempts to notify the SFPUC and to obtain approval for such actions prior to taking them. If prior notice and approval are impossible, the SFUSD shall notify the SFPUC and obtain approval as soon as possible thereafter. The SFUSD shall work with the SFPUC to reconnect the Solar Power Project as soon as possible. The parties shall establish mutually agreeable emergency protocols for implementation during Emergencies.

23. Training. The SFPUC will provide training to appropriate SFUSD personnel regarding the normal and Emergency operation of the Solar Power Projects. The SFUSD and the SFPUC will coordinate to schedule the training at mutually acceptable times.

24. Solar Power Project Meters.

(a) Location of Solar Power Project Meters. The SFUSD shall provide, at no expense to the SFPUC, a suitable location in the License Area of a Site for a Solar Power Project Meter and associated equipment.

(b) SFPUC to Provide Solar Power Project Meters. The SFPUC shall meter the output of each Solar Power Project using Solar Power Project Meters owned, operated, maintained, and read by the SFPUC. The SFPUC shall be solely responsible for all costs and charges associated with such metering. The Solar Power Project Meters shall be sealed and the seals shall be broken only upon occasions when meters are to be inspected, tested or adjusted; representatives of the SFUSD shall be afforded reasonable opportunity to be present upon such occasions. The meters shall be tested at any reasonable time upon request by either Party.

(c) Defective Solar Power Project Meters. Any Solar Power Project Meter found to be defective or inaccurate shall be repaired and readjusted or replaced. If a Solar Power Project Meter fails to register, or if the measurement made by a meter during a test varies by more than two (2) percent from the measurement made by the standard meter used in the test, an adjustment to correct all meter records of measurements made

claims that arise out of Permitted Activities undertaken by the SFUSD in accordance with an executed written agreement between the Parties.

(b) SFUSD Responsibility. The SFUSD agrees to be responsible for all costs associated with all claims, damages, liabilities or losses that arise out of undertaking roof leak tests and roof repairs and the periodic wash down of solar power panels by the SFUSD.

(c) Third-Party Indemnity. In addition to the foregoing, the SFUSD will ensure that the SFPUC is indemnified to the same extent that the SFUSD is indemnified by any of the SFUSD's vendors, contractors, or agents at the Sites. The SFPUC will ensure that the SFUSD is indemnified to the same extent that the SFPUC is indemnified by any of the SFPUC's vendors, contractors, or agents for the Permitted Activities.

(d) Survival. The foregoing obligations of the SFUSD and the SFPUC shall survive the expiration or termination of this LICENSE.

31. No Assignment. The SFPUC shall not assign, sublet, encumber, or otherwise transfer, whether voluntarily or involuntarily or by operation of law, any of its Solar Power Projects at the Sites, or any part thereof or interest herein, without the SFUSD's prior written consent.

32. Cooperation. Subject to the terms and conditions of this LICENSE, the SFUSD and the SFPUC agree to use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this LICENSE and the SFPUC's use of the Sites for the Permitted Activities as expeditiously as practicable, including, without limitation, performance of further acts and the execution and delivery of any additional documents in form and content reasonably satisfactory to both Parties.

33. Other Departments, Boards or Commissions. Notwithstanding anything to the contrary in this LICENSE, neither the SFUSD nor the SFPUC are in any way limiting their discretion or the discretion of any department, board or commission with jurisdiction over a Solar Power Project from exercising any discretion available to such department, board or commission with respect to the Solar Power Project, including but not limited to the discretion to: (a) make such modifications deemed necessary to mitigate significant environmental impacts; (b) select other feasible alternatives to avoid such impacts; (c) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (d) determine not to proceed with the proposed Solar Power Project.

34. Dispute Resolution. The SFUSD and the SFPUC will cooperate to attempt to resolve issues that arise under this LICENSE informally, promptly and fairly. If staff involved in accomplishing the tasks set forth in this LICENSE are unable to resolve an issue after good faith attempts to do so, either Party may request a meeting of the Power Enterprise's Assistant General Manager of the SFPUC and the SFUSD Chief Facilities

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and if to the SFUSD to:

San Francisco Unified School District (SFUSD)
David Goldin
Chief Facilities Officer -- SFUSD
135 Van Ness Avenue
San Francisco, CA 94102
Attn: SFUSD - Chief Facilities Officer
Tel. No.: (415) 241-5578 x1656
Fax No.: (415) 241-6699
Email:

or such other address with respect to either Party as that Party may from time to time designate by notice to the other given pursuant to the provisions of this Section.

41. Miscellaneous.

(a) Waiver. Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions of this LICENSE by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

(b) Applicable Laws. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter, codes, and applicable state and federal laws.

(c) Section Headings. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this LICENSE.

(d) Entire Agreement. This LICENSE contains the entire agreement between the parties and supersedes all other oral or written provisions.

(e) Amendments. This LICENSE may be amended or modified only by a written agreement signed by the SFUSD and the SFPUC.

(f) Execution. This LICENSE may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:

SAN FRANCISCO UNIFIED
SCHOOL DISTRICT

By: _____
CARLOS A. GARCIA
Superintendent

Date: _____

Resolution No. _____

Approved: _____

Approved as to Form:

BY: _____
Maribel S. Medina
General Counsel

AGREED TO AS WRITTEN ABOVE:

CITY AND COUNTY OF
SAN FRANCISCO, a municipal
corporation operating by and through its
PUBLIC UTILITIES COMMISSION

By: _____
ED HARRINGTON
General Manager

Date: _____

Approved as to Form:

DENNIS J. HERRERA
City Attorney

BY: _____
Deputy City Attorney

and if to the SFUSD to:

San Francisco Unified School District (SFUSD)
David Goldin
Chief Facilities Officer -- SFUSD
135 Van Ness Avenue
San Francisco, CA 94102
Attn: SFUSD - Chief Facilities Officer
Tel. No.: (415) 241-5578 x1656
Fax No.: (415) 241-6699
Email:

or such other address with respect to either Party as that Party may from time to time designate by notice to the other given pursuant to the provisions of this Section.

41. Miscellaneous.

(a) Waiver. Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions of this LICENSE by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

(b) Applicable Laws. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter, codes, and applicable state and federal laws.

(c) Section Headings. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this LICENSE.

(d) Entire Agreement. This LICENSE contains the entire agreement between the parties and supersedes all other oral or written provisions.

(e) Amendments. This LICENSE may be amended or modified only by a written agreement signed by the SFUSD and the SFPUC.

(f) Execution. This LICENSE may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:

SAN FRANCISCO UNIFIED
SCHOOL DISTRICT

By: _____
CARLOS A. GARCIA
Superintendent

Date: _____

Resolution No. _____

Approved: _____

Approved as to Form:

BY: _____
Maribel S. Medina
General Counsel

AGREED TO AS WRITTEN ABOVE:

CITY AND COUNTY OF
SAN FRANCISCO, a municipal
corporation operating by and through its
PUBLIC UTILITIES COMMISSION

By: _____
ED HARRINGTON
General Manager

Date: _____

Approved as to Form:

DENNIS J. HERRERA
City Attorney

BY: _____
Deputy City Attorney

APPENDIX B

SITE LIST

**Alvarado Elementary School
635 Douglass Street
San Francisco, CA 94114**

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635 Douglass Street
San Francisco, CA 94114**

