

1 [Real Property Lease - Trinity Center, LLC - 1145 Market Street - San Francisco Law Library -
2 \$599,000 Initial Base Rent]

3 **Resolution approving and authorizing the Director of Property, on behalf of the San**
4 **Francisco Law Library, to execute a Lease Agreement for the term of ten years with two**
5 **five-year options with the Trinity Center, LLC located at 1145 Market Street, at a base**
6 **rent of \$599,000 per year with 3% annual rent increases, effective upon Board approval**
7 **of this Resolution; and authorizing the Director of Property to execute any**
8 **amendments, options to extend the agreement term, make certain modifications and**
9 **take certain actions that do not materially increase the obligations or liabilities to the**
10 **City, do not materially decrease the benefits to the City and are necessary or advisable**
11 **to effectuate the purposes of the Lease or this Resolution.**

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13 WHEREAS, The 1870 Act of California requires all Counties to provide a Law Library
14 for public use; and

15 WHEREAS, The 1870 Act established the Law Library as a legal entity, separate from
16 the City and County, and requires the Board of Supervisors to appropriate General Fund
17 monies for “fuel, lights and stationary and all necessary conveniences and care, rooms
18 convenient and accessible to the Courts, sufficient for the use and accommodation of said law
19 library and those who have occasion for its use;” and

20 WHEREAS, Charter, Section 8.103 is consistent with the 1870 Act and states that City
21 and County must provide “suitable” and “sufficient” accommodations for the Law Library as
22 well as free access to the legal community and the general public; and

23 WHEREAS, In 2013, the City and County of San Francisco Board of Supervisors
24 approved Resolution No. 196-13 authorizing the City and County of San Francisco (the “City”)
25 to enter into the Lease Agreement for the space the Law Library currently occupies; and

1 WHEREAS, In 2017, the City and County of San Francisco Board of Supervisors
2 approved Resolution No. 451-17 authorizing the City exercise the option in the Lease
3 Agreement with the Trinity Center, LLC (the “Landlord”) which extended the term of the
4 agreement, through June 30, 2023; and

5 WHEREAS, The Real Estate Division (“RED”), on behalf of Law Library have
6 negotiated a new Lease Agreement with a ten-year term with two five-year options to extend
7 the term and set the initial base rent at \$599,000 (approximately \$29.95 per sq.ft.) in the initial
8 year with 3% annual increases; and

9 WHEREAS, The Landlord at its sole expense, shall provide services to the Premises,
10 including janitorial, security, water, electricity, HVAC Monday through Friday 7:00 a.m. to 6:00
11 p.m. City to reimburse for sub-metered electricity and after-hours HVAC; and

12 WHEREAS, During the term, City will also be responsible for its proportional share of
13 taxes and Landlord’s operating expense increases over the base year of 2025, as set forth in
14 the Lease Agreement; and

15 WHEREAS, A copy of the proposed Lease Agreement is on file with the Clerk of the
16 Board in File No. 240422; and

17 WHEREAS, The Lease Agreement, upon approval of this Resolution by the Board of
18 Supervisors, will be on the same terms and conditions as the Lease Agreement; now,
19 therefore, be it

20 RESOLVED, That in accordance with the recommendation of the Director of Property,
21 on behalf of San Francisco Law Library, the Board of Supervisors approves the Lease
22 Agreement and authorizes the Director of Property to take all actions on behalf of the City
23 necessary or advisable to effectuate the Lease Agreement with Trinity Center, LLC as the
24 Landlord, for 1145 Market Street, San Francisco, California, substantially in the form on file
25 with the Clerk of the Board of Supervisors in File No. 240422; and, be it

1 FURTHER RESOLVED, That the Lease contains language indemnifying and holding
2 harmless the Landlord from, and agreeing to defend the Landlord against any and all claims,
3 costs and expenses, including, without limitation, reasonable attorney’s fees, incurred as a
4 result of Tenant’s use of the Premises, or any negligent acts or omissions of City or its Agents
5 in, on, or about the Premises or the Building; except those claims, costs and expenses
6 incurred to the extent any Claim arises out of the negligence or willful misconduct of Landlord
7 or its Agents; and, be it

8 FURTHER RESOVLED, Authorizing the Director of Property to execute any
9 amendments to the Lease, options to extend to the Lease term, and make certain
10 modifications and take certain actions that do not materially increase the obligations or
11 liabilities to the City, do not materially decrease the benefits to the City and are necessary or
12 advisable to effectuate the purposes of the Lease Agreement or this Resolution; and, be it

13 FURTHER RESOLVED, That Director of Property shall provide notice to the Board of
14 Supervisors in advance of exercising any authority under the agreement to extend its term;
15 and, be it

16 FURTHER RESOLVED, That within 30 days of the Lease Agreement being fully-
17 executed by all parties, the Director of Property shall provide the final Lease Agreement to the
18 Clerk of the Board for inclusion into the official file.

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