

1 [Transfer of Responsibilities for Court Facilities.]

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3 **Resolution authorizing the transfer of responsibilities for the court facilities at 375**  
4 **Woodside Avenue and 850 Bryant Street and the agreement to make ongoing**  
5 **payments of fixed court facility payments following such transfers to the State of**  
6 **California equal to \$78,275 per year, adjusted by an inflation index, for 375**  
7 **Woodside Avenue and \$888,331 per year, adjusted by an inflation index, for 850**  
8 **Bryant Street.**

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10 WHEREAS, Under the Trial Court Facilities Act of 2002 (California Government  
11 Code Section 70301 *et seq.*) (the "Act"), State of California (the "State") counties and  
12 cities must provide necessary and suitable facilities for judicial and court support  
13 positions created prior to July 1, 1996; and

14 WHEREAS, Under the Act, a California city or county is released from its  
15 obligation to continue to provide an existing court facility by executing a transfer  
16 agreement with the State that would transfer responsibility for such existing court facility  
17 to the State's Administrative Office of the Courts (the "AOC") and would obligate the  
18 transferring city or county to make ongoing, fixed county facility payments (a "CFP") to  
19 the State for such transferred court facility, and the Act further releases any city or  
20 county from its obligation to provide for any court facilities if it transfers responsibility for  
21 all of its existing court facilities to the AOC pursuant to such transfer agreements; and,

22 WHEREAS, The City and County of San Francisco (the "City") owns the building  
23 at 850 Bryant Street, San Francisco, California, comprised of approximately 608,227 sq.  
24 ft. and commonly known as the Hall of Justice (the "Hall of Justice"), of which

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1 approximately 118,247 sq. ft. (the "HOJ Court Facility") is provided for the use of the  
2 Superior Court of San Francisco (the "Court"); and,

3 WHEREAS, The City and County of San Francisco (the "City") owns the property  
4 and the improvements at 375 Woodside Avenue, San Francisco, California, comprised  
5 of approximately 65,955 square feet and commonly known as the Youth Guidance  
6 Center ("Youth Guidance Center"), of which approximately 6,766 sq. ft. (the "YGC Court  
7 Facility") is provided for the use of the Court; and,

8 WHEREAS, The Act provides for the transfer of facility responsibilities for the  
9 HOJ Street Court Facility and the YGC Court Facility (together, the "Court Facilities")  
10 from the City to the AOC and City's payment of CFPs for the Court Facilities pursuant to  
11 appropriate transfer agreements; and,

12 WHEREAS, The City's Controller's Office and the AOC established the CFP for  
13 the HOJ Court Facility as \$888,331 per year (the "HOJ CFP"). The HOJ CFP of  
14 \$888,331 was determined pursuant to the Act and is the California Department of  
15 Finance's current forecast, subject to adjustment by the California Department of  
16 Finance's final inflation index for the month of the transfer date, which index will not be  
17 available for approximately four months; and,

18 WHEREAS, The City's Controller's Office and the AOC established the CFP for  
19 the YGC Court Facility as \$78,275 per year (the "YGC CFP"). The YGC CFP of \$78,275  
20 was determined pursuant to the Act and is the California Department of Finance's  
21 current forecast, subject to adjustment by the California Department of Finance's final  
22 inflation index for the month of the transfer date, which index will not be available for  
23 approximately four months; and

24 WHEREAS, The State submitted a transfer agreement (the "HOJ Transfer  
25 Agreement") to provide for the transfer of City's facility responsibilities for the HOJ Court

1 Facility to the AOC, City's payment in perpetuity of the HOJ CFP following such transfer,  
2 and the release of City from its obligation to otherwise provide facility responsibilities for  
3 the HOJ Court Facility, a joint occupancy agreement (the "HOJ Joint Occupancy  
4 Agreement") between the AOC and the City to provide for the shared use of the Hall of  
5 Justice by the AOC and the City, and a memorandum of understanding (the "HOJ  
6 Services MOU") between the AOC and the City for the provision of certain City services  
7 for the HOJ Court Facility, copies of which are on file with the Clerk of the Board; and,

8 WHEREAS, The State submitted a transfer agreement (the "YGC Transfer  
9 Agreement") to provide for the transfer of City's facility responsibilities for the YGC Court  
10 Facility to the AOC, City's payment in perpetuity of the YGC CFP following such  
11 transfer, and the release of City from its obligation to otherwise provide facility  
12 responsibilities for the YGC Court Facility, a joint occupancy agreement (the "YGC Joint  
13 Occupancy Agreement") between the AOC and the City to provide for the shared use of  
14 the Youth Guidance Center, and a memorandum of understanding (the "YGC Services  
15 MOU") between the AOC and the City for the provision of certain City services for the  
16 YGC Court Facility, copies of which are on file with the Clerk of the Board; and,

17 WHEREAS, The City's Planning Department reported its findings that the  
18 proposed transfer of responsibilities for the Court Facilities pursuant to the HOJ  
19 Transfer Agreement and the YGC Transfer Agreement (together, the "Transfer  
20 Agreements") is consistent with the City's General Plan and the Eight Priority Policies of  
21 City Planning Code Section 101.1. A copy of such letters are on file with the Clerk of  
22 the Board of Supervisors in File No. \_\_\_\_\_, and is incorporated herein by reference;  
23 now, therefore, be it

24 RESOLVED, That in accordance with the recommendation of the Director of  
25 Property, the Director of Property is hereby authorized to take all actions on behalf of

1 the City to execute the Transfer Agreements, the HOJ Joint Occupancy Agreement, the  
2 HOJ Services MOU, the YGC Joint Occupancy Agreement, the YGC Services MOU,  
3 and other related documents with the AOC for the immediate transfer of responsibilities  
4 for the Court Facilities, the joint occupancy of the Hall of Justice and the Youth  
5 Guidance Center by City and the AOC, City's provision of services to the Court Facilities  
6 and City's agreement to make ongoing payments of the HOJ CFP and the YGC CFP,  
7 on the terms and conditions herein and in such documents; and, be it

8           FURTHER RESOLVED, That the Transfer Agreements shall include clauses in  
9 the form approved by the City Attorney, indemnifying and holding harmless the AOC,  
10 the Court, and the Judicial Council of California (collectively, the "State Parties") from,  
11 and agreeing to defend the State Parties against any and all claims, costs and  
12 expenses, including, without limitation, reasonable attorney's fees, incurred as a result  
13 of City's failure to perform its obligations under the Transfer Agreements, the inaccuracy  
14 or breach of any City representation or warranty in the Transfer Agreements, or the  
15 existence of certain environmental conditions, if such conditions existed at the Court  
16 Facilities as of the effective date of the Transfer Agreements, excluding those claims,  
17 costs and expenses incurred as a result of the negligence or willful misconduct of the  
18 State Parties; and, be it

19           FURTHER RESOLVED, That the HOJ Joint Occupancy Agreement and the YGC  
20 Joint Occupancy Agreement shall include clauses in the form approved by the City  
21 Attorney, indemnifying and holding harmless the State Parties from, and agreeing to  
22 defend the State Parties against, certain personal injury and property damage claims,  
23 costs and expenses with respect to the Hall of Justice and the Youth Guidance Center,  
24 including, without limitation, reasonable attorney's fees, incurred as a result of City's  
25 willful misconduct or negligent acts, errors or omissions; and, be it

1           FURTHER RESOLVED, That the HOJ Services MOU and the YGC Services  
2 MOU shall include clauses in the form approved by the City Attorney, indemnifying and  
3 holding harmless the State Parties from, and agreeing to defend the State Parties  
4 against, certain claims, costs and expenses, including, without limitation, reasonable  
5 attorney's fees, incurred as a result of City's failure to perform its obligations under such  
6 documents, excluding those claims, costs and expenses incurred as a result of the  
7 negligence or willful misconduct of the State Parties; and, be it

8           FURTHER RESOLVED, That the Board of Supervisors hereby approves the  
9 Transfer Agreements, the HOJ Joint Occupancy Agreement, the HOJ Services MOU,  
10 the YGC Transfer Agreement, the YGC Joint Occupancy Agreement, and the YGC  
11 Services MOU (collectively, the "Transfer Documents"), the consummation of the  
12 transactions contemplated in the Transfer Documents and the performance by City of all  
13 of its obligations thereunder, and authorizes the Director of Property to execute the  
14 Transfer Documents on behalf of the City; and, be it

15           FURTHER RESOLVED, That all actions heretofore taken by the employees and  
16 officers of the City with respect to the Transfer Documents, the transfers of facility  
17 responsibilities for the Court Facilities, the shared use of the Hall of Justice and the  
18 Youth Guidance Center, the provision of certain services to the Court Facilities, and the  
19 calculation of the HOJ CFP and the YGC CFP pursuant to the Act, and the payments of  
20 the HOJ CFP and the YGC CFP as appropriated are hereby approved, confirmed and  
21 ratified; and, be it

22           FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
23 Property to execute any amendments or modifications to the Transfer Documents  
24 (including without limitation, the exhibits) that the Director of Property determines, in  
25 consultation with the City Attorney, are in the best interest of the City, do not materially

1 increase the obligations or liabilities of the City, are necessary or advisable to  
2 consummate the transactions contemplated in the Transfer Documents or to otherwise  
3 effectuate compliance with the Act, or the performance of the purposes of this  
4 Resolution, and are in compliance with all applicable laws, including City's Charter.

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RECOMMENDED:

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FUNDS AVAILABLE:

Index Code: Various

Subobjects: Various

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\_\_\_\_\_  
Amy L. Brown  
Director of Property

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Ben Rosenfield  
Controller

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