

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 15 years with one**  
5 **five-year option 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 and a partial market reset in**  
7 **year 11; the Lease will be effective upon approval of this Resolution; and authorizing**  
8 **the Director of Property to execute any amendments, options to extend the agreement**  
9 **term, make certain modifications and take certain actions that do not materially**  
10 **increase the obligations or liabilities to the City, do not materially decrease the benefits**  
11 **to the City and are necessary or advisable to effectuate the purposes of the Lease or**  
12 **this Resolution.**

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

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

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

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

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

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

12           WHEREAS, In year 11, the rent will be adjusted to a percentage of fair market rent for  
13 the last five years of the term as per the provision in Section 4.2 (b) of the Lease; and

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

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

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

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

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

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

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

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

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

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