

1 [Transfer of Responsibilities for Court Facilities.]

2

3 **Resolution authorizing the transfer of responsibilities for ~~the~~ three court facilities**
4 **at 375 Woodside Avenue and 850 Bryant Street and the agreement to make**
5 **ongoing payments of fixed court facility payments following such transfers to the**
6 **State of California equal to \$78,275 per year, adjusted by an inflation index, and of**
7 **\$28,116 per year, adjusted by an inflation index, for the two court facilities at 375**
8 **Woodside Avenue, and ~~\$88,331~~ \$703,105 per year, adjusted by an inflation index,**
9 **for the court facility at 850 Bryant Street.**

10

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

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

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

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
4 property and the improvements at 375 Woodside Avenue, San Francisco, California,
5 comprised of approximately 65,955 square feet and commonly known as the Youth
6 Guidance Center ("Youth Guidance Center"), of which approximately 6,766 sq. ft. in a
7 permanent building (the "YGC Court Facility") and approximately 2,422 sq. ft. portion in a
8 temporary building (the "FJCS Court Facility") are provided for the use of the Court;
9 and,

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

14 WHEREAS, The City's Controller's Office and the AOC established the CFP for
15 the HOJ Court Facility as ~~\$888,334~~ \$703,105 per year (the "HOJ CFP"). The HOJ CFP
16 of ~~\$888,334~~ \$703,105 was determined pursuant to the Act and is the California
17 Department of Finance's current forecast, subject to adjustment by the California
18 Department of Finance's final inflation index for the month of the transfer date, which
19 index will not be available for approximately four months; and,

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

1 WHEREAS, The City's Controller's Office and the AOC established the CFP for
2 the FJCS Court Facility as \$28,116 per year (the "FJCS CFP"). The FJCS CFP of
3 \$28,116 was determined pursuant to the Act and is the California Department of
4 Finance's current forecast, subject to adjustment by the California Department of
5 Finance's final inflation index for the month of the transfer date, which index will not be
6 available for approximately four months; and

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

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

25 WHEREAS, The State submitted a transfer agreement (the "FJCS Transfer

1 Agreement") to provide for the transfer of City's facility responsibilities for the FJCS
2 Court Facility to the AOC, City's payment in perpetuity of the FJCS CFP following such
3 transfer, and the release of City from its obligation to otherwise provide facility
4 responsibilities for the FJCS Court Facility, a copy of which is on file with the Clerk of
5 the Board; and,

6 WHEREAS, The City's Planning Department reported its findings that the
7 proposed transfer of responsibilities for the Court Facilities pursuant to the HOJ
8 Transfer Agreement, and the YGC Transfer Agreement, and the FJCS Transfer
9 Agreement (together, the "Transfer Agreements") is consistent with the City's General
10 Plan and the Eight Priority Policies of City Planning Code Section 101.1. A copy of
11 such letters are on file with the Clerk of the Board of Supervisors in File No. _____, and
12 is incorporated herein by reference; now, therefore, be it

13 RESOLVED, That in accordance with the recommendation of the Director of
14 Property, the Director of Property is hereby authorized to take all actions on behalf of
15 the City to execute the Transfer Agreements, the HOJ Joint Occupancy Agreement, the
16 HOJ Services MOU, the YGC Joint Occupancy Agreement, the YGC Services MOU,
17 and other related documents with the AOC for the immediate transfer of responsibilities
18 for the Court Facilities, the joint occupancy of the Hall of Justice and the Youth
19 Guidance Center by City and the AOC, City's provision of services to the Court Facilities
20 and City's agreement to make ongoing payments of the HOJ CFP, and the YGC CFP,
21 and the FJCS CFP on the terms and conditions herein and in such documents; and, be
22 it

23 FURTHER RESOLVED, That the Transfer Agreements shall include clauses in
24 the form approved by the City Attorney, indemnifying and holding harmless the AOC,
25 the Court, and the Judicial Council of California (collectively, the "State Parties") from,

1 and agreeing to defend the State Parties against any and all claims, costs and
2 expenses, including, without limitation, reasonable attorney's fees, incurred as a result
3 of City's failure to perform its obligations under the Transfer Agreements, the inaccuracy
4 or breach of any City representation or warranty in the Transfer Agreements, or the
5 existence of certain environmental conditions, if such conditions existed at the Court
6 Facilities as of the effective date of the Transfer Agreements, excluding those claims,
7 costs and expenses incurred as a result of the negligence or willful misconduct of the
8 State Parties; and, be it

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

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

23 FURTHER RESOLVED, That the Board of Supervisors hereby approves the
24 Transfer Agreements, the HOJ Joint Occupancy Agreement, the HOJ Services MOU,
25 the YGC Transfer Agreement, the YGC Joint Occupancy Agreement, and the YGC

1 Services MOU (collectively, the "Transfer Documents"), the consummation of the
2 transactions contemplated in the Transfer Documents and the performance by City of all
3 of its obligations thereunder, and authorizes the Director of Property to execute the
4 Transfer Documents on behalf of the City; and, be it

5 FURTHER RESOLVED, That all actions heretofore taken by the employees and
6 officers of the City with respect to the Transfer Documents, the transfers of facility
7 responsibilities for the Court Facilities, the shared use of the Hall of Justice and the
8 Youth Guidance Center, the provision of certain services to the Court Facilities, and the
9 calculation of the HOJ CFP and the YGC CFP pursuant to the Act, and the payments of
10 the HOJ CFP, ~~and~~ the YGC CFP and the FJCS CFP as appropriated are hereby
11 approved, confirmed and ratified; and, be it

12 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
13 Property to execute any amendments or modifications to the Transfer Documents
14 (including without limitation, the exhibits) that the Director of Property determines, in
15 consultation with the City Attorney, are in the best interest of the City, do not materially
16 increase the obligations or liabilities of the City, are necessary or advisable to
17 consummate the transactions contemplated in the Transfer Documents or to otherwise
18 effectuate compliance with the Act, or the performance of the purposes of this
19 Resolution, and are in compliance with all applicable laws, including City's Charter.
20

21 RECOMMENDED:

FUNDS AVAILABLE:

Index Code: Various

Subobjects: Various

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23
24 _____
Amy L. Brown
25 Director of Property

Ben Rosenfield
Controller