

AMENDED IN ASSEMBLY MARCH 11, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

ASSEMBLY BILL

No. 166

**Introduced by Assembly Member Beth Gaines
(Coauthors: Assembly Members Achadjian and Cooley)**

January 22, 2015

An act to add Section 14672.54 to the Government Code, relating to state government.

LEGISLATIVE COUNSEL'S DIGEST

AB 166, as amended, Beth Gaines. Department of General Services.

Existing law authorizes the Department of General Services to lease property belonging to the state, as specified. Existing law authorizes the Department of General Services, with the consent of the Department of Corrections and Rehabilitation, to lease a parcel of unimproved real property within the grounds of the California State Prison at Folsom for a water reservoir, as specified.

This bill would ~~require~~ *authorize* the Department of General Services, with the consent of the Department of Corrections and Rehabilitation, to lease vacant real property on the grounds of California State Prison at Folsom to a nonprofit entity formed especially for the implementation of the construction and operation of a peace officers memorial and museum facility at the prison. The bill would require, among other things, that the lease not exceed a 50-year term. The bill would provide that the construction and operation of the memorial and museum facility by the lessee pursuant to the lease are solely the responsibility of the lessee.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 14672.54 is added to the Government
2 Code, to read:

3 14672.54. (a) Notwithstanding Section 14670, the Department
4 of General Services ~~shall~~, *may*, upon terms and conditions in the
5 best interest of the state, lease vacant real property on the grounds
6 of California State Prison at Folsom to be determined and
7 consented to by the Department of Corrections and Rehabilitation
8 for the construction and operation of a peace officers memorial
9 and museum facility. The lessee shall be a nonprofit entity formed
10 specifically for the implementation of the construction and
11 operation of a peace officers memorial and museum facility at the
12 prison. The peace officers memorial and museum facility shall be
13 operated for the benefit of the general public and members of the
14 lessee.

15 (b) The Department of General Services ~~shall~~ *may* lease the
16 property described in subdivision (a) for a term not to exceed 50
17 years.

18 (c) The operation of the museum facility described in
19 subdivision (a) shall include, but is not limited to, museums,
20 conference rooms, classrooms, exhibits, workshops for artifact
21 preservation and repair, secure storage, parking, a gift shop, and
22 a cafeteria, snack bar, or dining area.

23 (d) The Department of General Services ~~shall~~ *may* lease the
24 property described in subdivision (a) in “as is” condition. The lease
25 shall provide that the lessee shall be fully responsible for the
26 maintenance and operation of the memorial and museum facility
27 in a manner that does not conflict with the operation of adjacent
28 correctional facilities or become a public nuisance to the
29 community. The state shall not have any liability for any
30 improvement, construction, operation, or maintenance of the
31 memorial or museum facilities.

32 (e) The lease shall require the lessee to initiate construction of
33 the memorial and museum facility within 48 months of the
34 beginning of the lease term and have substantially completed
35 construction within 72 months of the beginning of the lease term.
36 The Department of General Services, with the approval of the
37 Department of Corrections and Rehabilitation, shall provide any
38 utility easements required by a public utility for construction of

1 the memorial and museum facility by the lessee under terms and
2 conditions in the best interest of the state. Utilities connections
3 constructed by the lessee to the memorial and museum facility
4 shall be separate from existing utilities used by the state and
5 installed at the expense of the lessee. *lessee, consistent with the*
6 *rules of the utility service providers.*

7 (f) The lease shall require that, if at any time during the term of
8 the lease the lessee determines that the property is no longer needed
9 for a memorial or museum facility or if the Department of General
10 Services determines that the lessee substantially abandoned the
11 leased property, the leased property and all improvements to the
12 leased property shall revert to the state. The lease shall provide
13 that, at the sole discretion of the Department of General Services,
14 the lessee shall demolish and remove all improvements and restore
15 the premises to the preleased condition at the lessee's expense,
16 and if the lessee fails to restore the leased property as directed by
17 the Department of General Services, the state may do so and all
18 costs of the demolition and restoration shall be paid by lessee.

19 (g) The construction and operation of the memorial and museum
20 facility pursuant to the lease authorized by this section are solely
21 the responsibility of the lessee and shall not be considered public
22 works.

23 (h) The lease shall require the lessee to pay all administrative
24 costs incurred by the Department of General Services associated
25 with the development and management of the lease and any
26 required easements.

27 (i) The lease authorized by this section shall be subject to
28 periodic review every five years by the director who shall receive
29 a report from the lessee and shall review that report to determine
30 whether the purposes of the lease are being carried out.

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