

AMENDED IN ASSEMBLY MARCH 11, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

**ASSEMBLY BILL**

**No. 166**

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

January 22, 2015

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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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