

AMENDED IN ASSEMBLY MARCH 3, 2014

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

ASSEMBLY BILL

No. 1503

Introduced by Assembly Member Beth Gaines

January 13, 2014

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

LEGISLATIVE COUNSEL'S DIGEST

AB 1503, as amended, Beth Gaines. Department of General Services.

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 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 the Old Guard Foundation, Inc. or a similar and related nonprofit entity, for the construction and operation of a peace officers memorial and museum facility. This bill would require that the lease, among other things, not exceed a 50-year term. This 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 ~~and exempts the construction and operation of the memorial and the museum facility from California Environmental Quality Act.~~

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

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

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

14672.54. (a) Notwithstanding Section 14670, the Department of General Services shall lease upon terms and conditions in the best interest of the state vacant real property on the grounds of California State Prison at Folsom to be determined and consented to by the Department of Corrections and Rehabilitation for the construction and operation of a peace officers memorial and museum facility. The lessee shall be the Old Guard Foundation, Inc., a nonprofit corporation registered with the Secretary of State, or a similar and related nonprofit entity formed specifically for the implementation of the construction and operation of a peace officers memorial and museum facility at the prison. The peace officers memorial and museum facility shall be operated for the benefit of the general public and members of the lessee.

(b) The Department of General Services shall lease the property described in subdivision (a) for a term not to exceed 50 years and for the consideration of one dollar (\$1) per year and a one-time payment of \$50 to be paid at the beginning of the lease term. The operation of the museum facility shall include, but is not limited to, museums, conference rooms, classrooms, exhibits, workshops for artifact preservation and repair, secure storage, parking, a gift shop, and a cafeteria, snack bar, or dining area.

(c) The Department of General Services shall lease the property described in subdivision (a) in “as is” condition. The lease shall provide that the lessee shall be fully responsible for the maintenance and operation of the memorial and museum facility in a manner that does not conflict with the operation of adjacent correctional facilities or become a public nuisance to the community. The state shall not have any liability for any improvement, construction, operation, or maintenance of the memorial or museum facilities.

(d) The lease shall require the lessee to initiate construction of the memorial and museum facility within 48 months of the beginning of the lease term and have substantially completed construction within 72 months of the beginning of the lease term. The Department of General Services, with the approval of the Department of Corrections and Rehabilitation, shall provide any

1 utility easements required by a public utility for construction of
2 the memorial and museum facility by the lessee under terms and
3 conditions in the best interest of the state. Utilities connections
4 constructed by the lessee to the memorial and museum facility
5 shall be separate from existing utilities used by the state and
6 installed at the expense of the lessee.

7 (e) 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 (f) 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. ~~The construction and operation of the memorial and the~~
23 ~~museum facility are exempt from Division 13 (commencing with~~
24 ~~Section 21000) of the Public Resources Code.~~

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