

**ASSEMBLY BILL**

**No. 1503**

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**Introduced by Assembly Member Beth Gaines**

January 13, 2014

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

LEGISLATIVE COUNSEL'S DIGEST

AB 1503, as introduced, 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:*

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 lease upon terms and conditions in the  
5 best interest of the state vacant real property on the grounds of  
6 California State Prison at Folsom to be determined and consented  
7 to by the Department of Corrections and Rehabilitation for the  
8 construction and operation of a peace officers memorial and  
9 museum facility. The lessee shall be the Old Guard Foundation,  
10 Inc., a nonprofit corporation registered with the Secretary of State,  
11 or a similar and related nonprofit entity formed specifically for the  
12 implementation of the construction and operation of a peace  
13 officers memorial and museum facility at the prison. The peace  
14 officers memorial and museum facility shall be operated for the  
15 benefit of the general public and members of the lessee.

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

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

33 (d) The lease shall require the lessee to initiate construction of  
34 the memorial and museum facility within 48 months of the  
35 beginning of the lease term and have substantially completed  
36 construction within 72 months of the beginning of the lease term.  
37 The Department of General Services, with the approval of the  
38 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.