



March 15, 2024

TO: CADA Board of Directors

SUBJECT: **March 22, 2024 Board Meeting**
AGENDA ITEM 7

**FREMONT PARK RESTROOM REPLACEMENT PROJECT MEMORANDUM
OF UNDERSTANDING (MOU) BETWEEN CADA AND THE CITY OF
SACRAMENTO**

CONTACT: Marc de la Vergne, Deputy Director

RECOMMENDED ACTION

Adopt a resolution authorizing the Executive Director, or her designee, to enter into a Memorandum of Understanding (MOU) with the City of Sacramento for the Fremont Park restroom replacement project funding in the amount of \$150,000.

BACKGROUND

The City of Sacramento has been replacing aging restrooms in city parks over the past several years. In the Midtown and Downtown areas, Stanford Park and Roosevelt Park are two recent examples of such replacements. The City has been purchasing prefabricated restrooms of varying configurations depending on the needs of each park.

The attractively-designed new restrooms, which are manufactured by the Public Restroom Company in Minden, Nevada, include all-new electrical and plumbing systems, stainless steel sinks, toilets and urinals, baby changing tables, and storage rooms for maintenance equipment and supplies. A notable advantage of the new restrooms over the old ones is that they also include doors that lock and unlock on a pre-set schedule, usually set to sync with the City's typical sunrise to sunset park usage hours. This has improved security and reduced vandalism, which have been common issues in the Parks Department's Midtown and Downtown restrooms.

CADA has had a long-term interest in the welfare, appearance and functionality of Fremont Park and has invested funding over the years into public events, such as Chalk It Up, Fresh Air Activity, Second Saturday family programming, and Movies in the Park. CADA has funded physical improvements to the park as well, such as the stormwater planters along 16th Street and the ceramic vessels created by Sacramento artist Stephanie Taylor, also along 16th Street. The Midtown Association has taken a significant interest in the park and has invested funding and staff time into various public events there, often in partnership with CADA, such as Second Saturday, which draws visitors to the park and helps make for a more vibrant and engaging neighborhood.

The Midtown Association, the City, and CADA have been discussing the need to replace the Fremont Park restroom for several years and in June of 2023, CADA set aside funding for a CADA

contribution to the effort. The Midtown Association's particular need is to have permanent and secure storage space, preferably within the restroom building, for the equipment it uses to host events in the park, instead of the storage container they have been renting that currently resides next to the existing restroom. One of the available prefab restroom designs provides this. Other elements of the project include construction of a concrete pad to support the new restroom, new water and sewer piping to serve the restroom, irrigation modifications, and accessibility improvements. The restroom's rendering is included in the staff report as Attachment 1. CADA, Midtown Association and Parks Department staff have been meeting periodically over the past two years to discuss and refine the design, discuss the cost of the project, and will meet soon to select final colors and tile finishes for the restroom's exterior.

The City has drafted an MOU describing CADA's and the City's contributions to the project and when project funds will flow from CADA to the City. The MOU is included in this staff report as Attachment 2. The site plan is shown in Attachment 1 to the MOU. The site plan situates the restroom within the park.

The City Council recently approved CIP funding for the project and Parks Department staff are now ready to place the order for the new restroom. Once the City and CADA enter into the MOU, the City will place the order. City staff expect the restroom to be delivered in approximately nine months after they place the order. The City Council will take up the item at an April meeting.

At this time, CADA staff is recommending the Board adopt a resolution authorizing the Executive Director to execute the MOU so City staff can reflect CADA's commitment to the project in their recommendation to the City Council. The CADA resolution is included as Attachment 3.

ANALYSIS

The Fremont Park Restroom Replacement Project MOU provides that after the City receives the contractor's bid and City and CADA confirm that there is sufficient funding to construct the Project, CADA will pay the City of Sacramento the \$150,000 in grant funds. The City will oversee the bidding process, perform all construction inspections, and disburse funds to pay City fees, pay for the purchase and delivery of the restroom, and pay construction invoices.

FINANCIAL IMPACT

The City estimates the project cost will be \$600,000 and the City's CIP budget includes 450,000 in funding for the work. CADA's obligation under the MOU is to provide \$150,000 in funding. The Board has previously approved including this funding in the FY 23-24 CADA budget, so the funding is already available and ready for use.

POLICY

CADA's contracts policy requires Board approval of any contract in excess of the Executive Director's \$50,000 contracting authority. This MOU is valued at \$150,000.

STRATEGIC PLAN

These projects fulfill the following components of the CADA Strategic Plan: collaboration and urban development leadership. Utilizing partnerships in the completion of our mission has been and continues to be a hallmark of CADA's work. CADA and the City have partnered in the making of physical improvements to Fremont Park for many years and this project continues that tradition, with CADA's contribution leveraging a considerably larger City investment.

ENVIRONMENTAL IMPACT

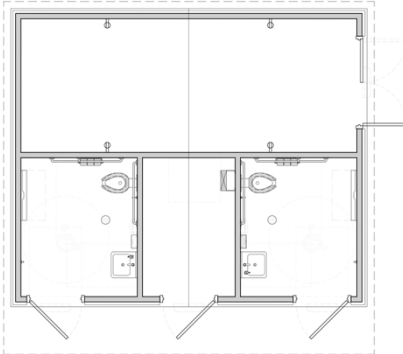
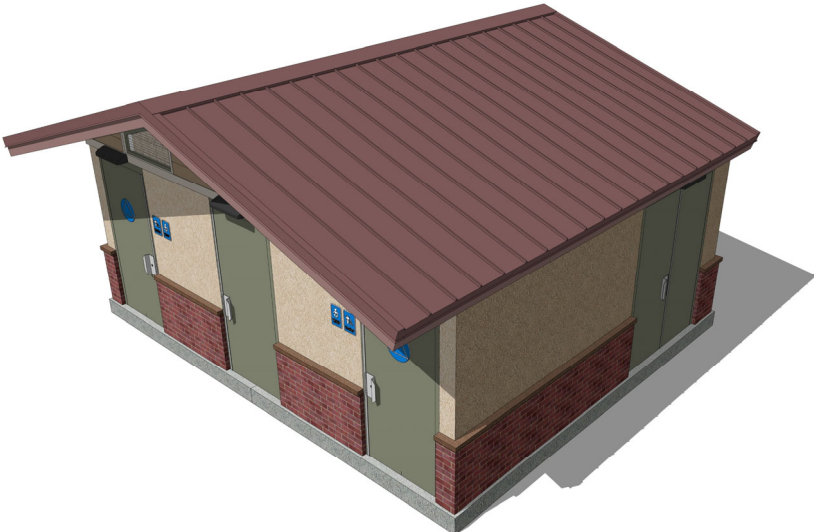
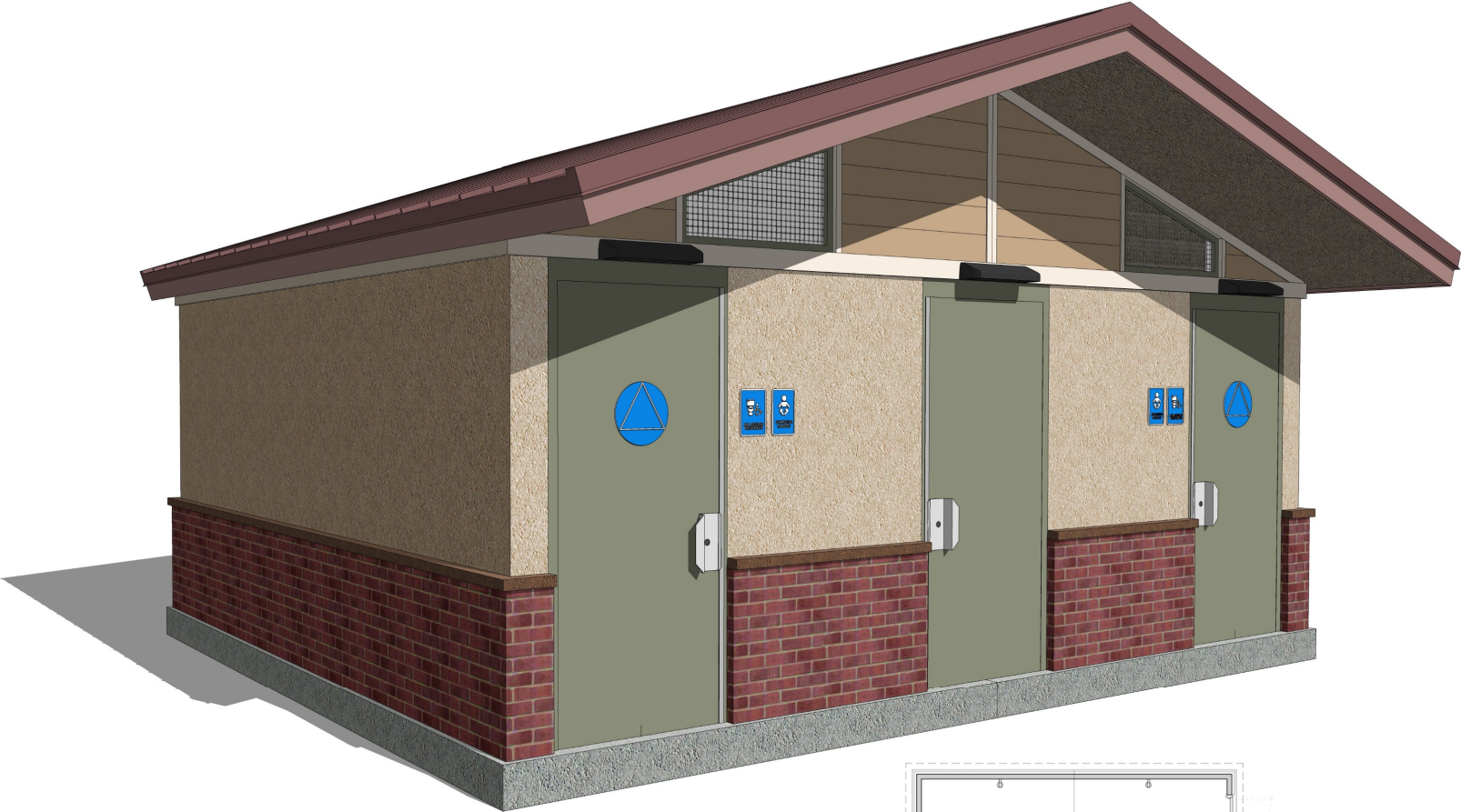
This action is exempt under the California Environmental Quality Act (CEQA). This project falls under the categorical exemption for existing facilities in class 1, section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and construction of existing structures and facilities where the new structure will be located on the same site as the structure replaced.

CONTRACT AWARD CONSIDERATIONS

Not applicable.

Attachments:

1. Project Rendering
2. Memorandum of Understanding with City of Sacramento (MOU)
3. Resolution 24-17



FLOOR PLAN
SCALE: NOT TO SCALE

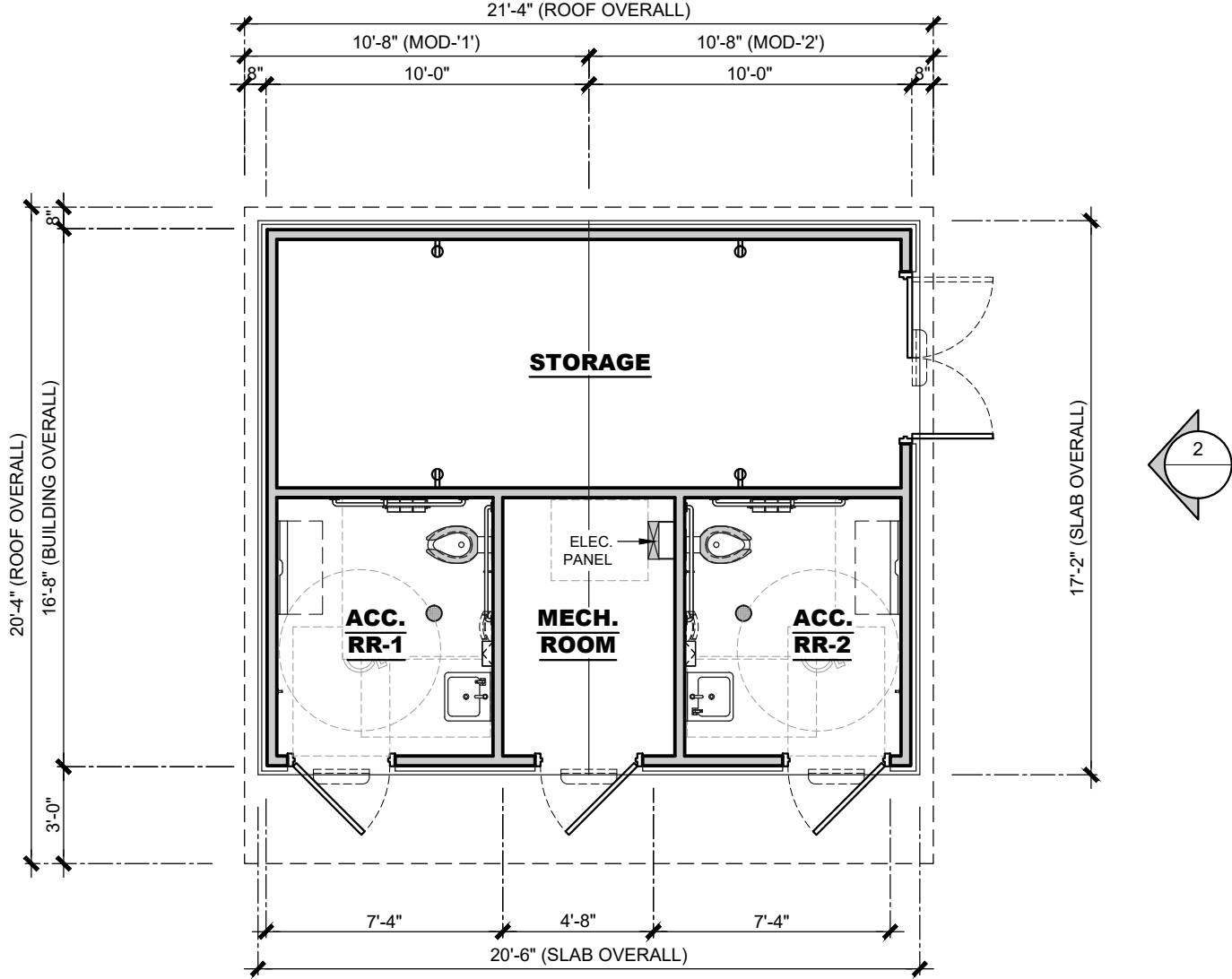
THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND/OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

PARK JOHN C. FREMONT SACRAMENTO, CALIFORNIA RESTROOM BUILDING
COPYRIGHT 2024, PUBLIC RESTROOM COMPANY
THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.



PUBLIC RESTROOM COMPANY
Building Better Places To Go.SM

www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



FLOOR PLAN
SCALE: 3/16"=1'0"

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND / OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

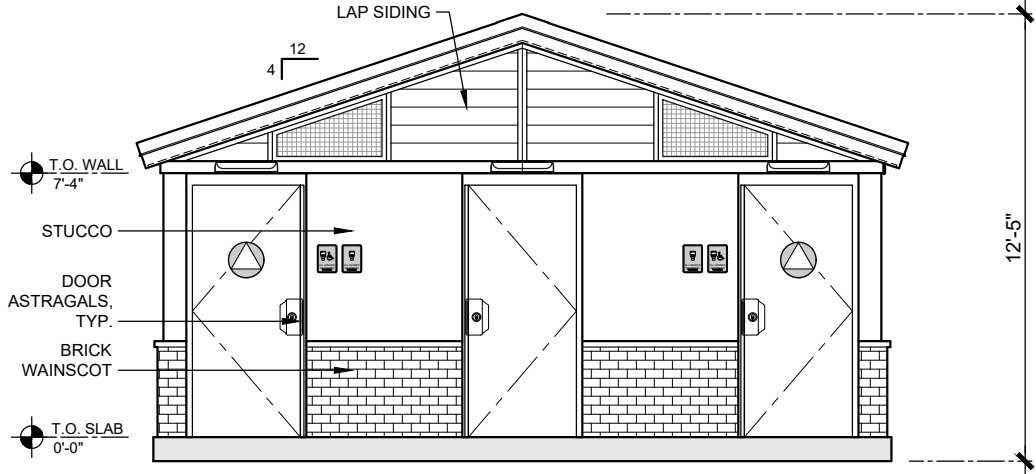


COPYRIGHT 2024 PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

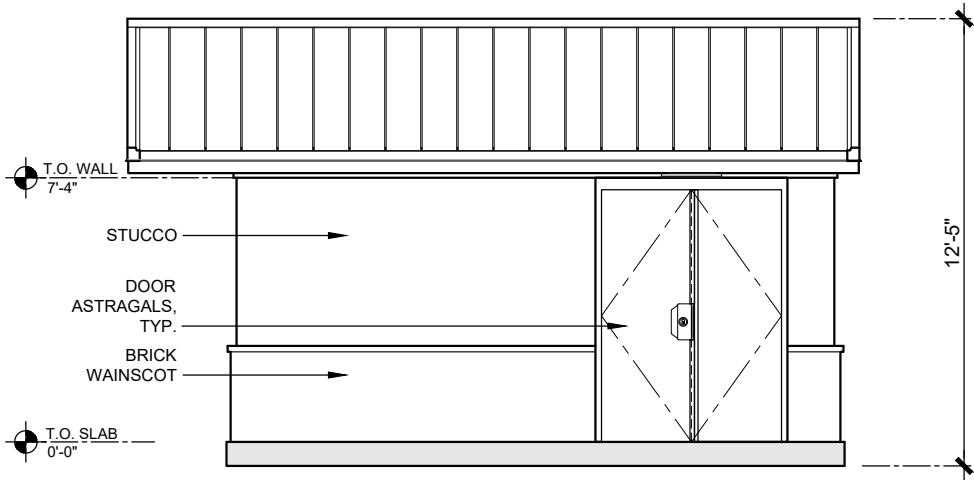
BUILDING TYPE:	RESTROOM BUILDING
PROJECT:	JOHN C. FREMONT PARK SACRAMENTO, CA

REVISION #	1
REVISION DATE:	3/12/2024
PROJECT #:	11438
START DATE:	2/29/2024
DRAWN BY:	EOR

SHEET#	A-1
MAX. PERSON / HOUR:	90 S



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND / OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

	COPYRIGHT 2024 PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.	BUILDING TYPE:	RESTROOM BUILDING	REVISION #	1	REVISION DATE:	3/12024	SHEET#	A-2
		PROJECT:	JOHN C. FREMONT PARK SACRAMENTO, CA	PROJECT #:	11438	START DATE:	2/29/2024	MAX. PERSON / HOUR:	90 S
				REVISION DATE:		DRAWN BY:	EOR		
				DRAWN BY:					

**MEMORANDUM OF UNDERSTANDING FOR
FREMONT RESTROOM / STORAGE BUILDING IMPROVEMENTS PROJECT**

This Memorandum of Understanding (“MOU”) is made and entered as of the ___ day of _____, 2024 (“Effective Date”), by and between the CAPITOL AREA DEVELOPMENT AUTHORITY, a California joint powers authority (“CADA”), and the CITY OF SACRAMENTO, a California municipal corporation (“CITY”).

RECITALS

A. CADA manages rental housing and oversees development of state-owned properties within an area within the Central City which is generally bounded by 6th Street to 19th Street and L Street to S Street. CADA receives property tax increment revenues generated from development within its defined jurisdictional boundaries.

B. CITY owns and manages two public parks within CADA’s boundaries; Fremont Park along 16th Street and Roosevelt Park along 10th Street. These parks are used by residents and employees who reside and work in the Central City.

C. CITY has proposed an improvement to Fremont Park to replace the existing restroom building with a prefabricated restroom/ storage building including accessibility improvements.

D. CITY will undertake the Fremont Restroom /Storage Improvements Project conditioned on CADA providing partial funding. This MOU establishes the obligations of each party with regard to this improvement project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **SCOPE OF WORK AND GRANT FUNDS:** The scope of the Fremont Restroom/Storage Building Improvements Project (“Project”) is as follows:

Remove and replace existing restroom building with prefabricated restroom/ storage building. Equipment for events within the park will be kept in the new storage area. Project also includes automatic locks on the restroom, concrete replacement, irrigation modifications and accessibility improvements.

The Project design plan is depicted in Exhibit A. CITY will design and construct the Project based on the task allocation set forth in Exhibit B. CITY has prepared a Project cost estimate as set forth in Exhibit C. Subject to terms and conditions set forth in this MOU, CADA will grant to CITY funding in an amount not to exceed \$150,000 for the costs of the Project.

2. SPECIFICATIONS AND BIDDING: CITY will be solely responsible for ensuring that the Project design plans and specifications are in compliance with the CITY's standards. CITY will be solely responsible for the bidding and contract award and will ensure that the process will be performed in compliance with the applicable City Code and the applicable California Public Contract Code requirements.
3. PREVAILING WAGES: CITY and CADA agree that the Project falls within the definition of a "public work" as defined in California Labor Code Section 1720. The contract specifications will include the requirement for payment of the applicable general prevailing rate of wages in Sacramento as determined by the Director of the Department of Industrial Relations (DIR), pursuant to Labor Code Sections 1770 and 1773 for compliance with Labor Code Section 1771. The bidder will be required to possess the required DIR registration to be considered a responsive bidder. CITY shall be solely responsible for ensuring the contractor's compliance with the applicable prevailing wage and DIR requirements.
4. ASSIGNMENT: Neither this Agreement nor the CITY's right to receive CADA grant funds are assignable without the prior written consent of CADA, which consent may withheld for any reason in its sole discretion.
5. DOCUMENTATION: Upon request by CADA, CITY will provide documents related to the Project including, without limitation, all contractor invoices and staff costs for the Project's design, equipment procurement, bidding, contract award, construction and warranty work.
6. GRANT FUND DISBURSEMENT: After CITY receives the contractor's bid and CITY and CADA confirm that there is sufficient funding to construct the Project, CADA will pay CITY the \$150,000 in grant funds. After completion of the Project, within thirty (30) days after CITY's filing of the notice of completion and payment of any stop notice claims, CITY will pay CADA any excess grant funds received.
7. INDEMNIFICATION: Each party shall defend, indemnify, and hold harmless the other party and its officers, agents, and employees from and against all losses and expenses, including costs and attorney's fees, resulting from any injury, including death, to any person or damages to property of others ("Claims") arising out of the acts or omissions of the that party in connection with the Project, except to the extent such Claims are caused by the sole negligence or willful misconduct of the other party. CITY also agrees to defend, indemnify, and hold harmless the State of California.
8. RELATIONSHIP BETWEEN PARTIES: Nothing in this MOU is intended to, or will be construed to, create any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. Each party is independent from the other party and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever.

9. WORKERS COMPENSATION: Neither party to this MOU will be responsible for providing payments or benefits to the other party's employees, including without limitation, workers compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

10. MISCELLANEOUS:

10.1 Governing Law. This MOU shall be construed in accordance with and governed by the laws of the State of California.

10.2 Notices. All notices and demands of any kind which either party may be required or desires to serve upon the other party shall be in writing and shall be served upon such other party by personal service, facsimile transmission or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

To CADA: Capitol Area Development Authority
Attn: Marc de la Vergne
1522 14th Street
Sacramento, California 95814-5958
Email: mdelavergne@cadanet.org
Phone: (916) 322-2114

To CITY: City of Sacramento
Attn: Jason Wiesemann
Department of Youth, Parks & Community Enrichment
915 I Street, 3rd Floor
Sacramento, CA 95814
Email: jwiesemann@cityofsacramento.org
Phone: (916) 808-7634

Service shall be deemed complete on the date of personal service, facsimile transmission or the actual delivery as shown on the addressee's return receipt, whichever is earlier. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice to the other party.

10.3 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.

10.4 Waivers. A waiver or breach of covenant or provision in this MOU shall not be deemed a waiver or any other covenant or provision in this MOU, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

10.5 Modification. No waiver, alteration, modification, or termination of this MOU will be valid unless made in writing and signed by the authorized representative of the party.

10.6 Integration. This MOU along with Exhibit A hereto embodies the entire agreement between the Parties with respect to the subject matter hereunder and no other understanding, whether verbal, written or otherwise, exists between the Parties.

10.7 Time of the Essence. Time is of the essence for completion of the obligations set forth in this MOU.

10.8 Entire Agreement. This MOU contains the entire agreement between the Parties for the Project.

10.9 Authority. Each of the signatories to this MOU represent that he/she is authorized to sign the MOU on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this MOU.

10.10 Third Parties: Each party shall be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this MOU, and that party shall pay directly third parties for all amounts owed and shall indemnify, defend and hold harmless the other party from any liability to such third parties. Nothing set forth in this MOU is intended to benefit or create any legal rights to any person not a party to this MOU.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto executed this MOU on the date first above written.

CAPITOL AREA DEVELOPMENT AUTHORITY,
a Joint Powers Authority

By: _____
Danielle Foster, Executive Director

Approved as to Form:

By: _____
Attorney for CADA

CITY OF SACRAMENTO,
a municipal corporation

By: _____
Jackie Beecham, Director
Youth, Parks & Community Enrichment

Approved as to Form:

By: _____
Senior Deputy City Attorney

Attest:

By: _____
City Clerk

Exhibit B
Project Task Allocation



- A. CONCEPTUAL DESIGN PHASE (completed)
- 1. Determination of park amenities.
 - 2. Preparation of Park Improvement Plan.
 - 3. Preparation of initial cost estimate for construction of Park Improvements.
 - 4. Environmental review and documentation, if required.
- B. PARK DESIGN PLAN PREPARATION PHASE (CITY Lead/CADA Review)
- 1. Preparation of specifications for contractor bidding.
 - 2. Preparation of engineer's construction cost estimate.
 - 3. Determination of Additive items, if any.
 - 4. Review and approval of plans, specifications and estimate.
 - 5. Submit for building permit (City Community Development Dept. Building Division)
 - 6. Preparation of project timeline/construction schedule.
- C. CONSTRUCTION BIDDING PHASE (CITY Lead/CADA Review)
- 1. Review bids.
 - 2. CITY awards construction contract.
- D. CONSTRUCTION WORK PHASE (CITY Lead/CADA Inspection)
- 1. Pre-construction meeting.
 - 2. Project staking inspection.
 - 3. Daily construction inspection.
 - 4. Project milestones construction inspection.
 - 5. Review labor compliance submittals on a monthly basis.
 - 6. Review payment requests; verify project cost documentation.
 - 7. Process payments
 - 8. Final Inspection prepare punch list items.
 - 9. Final walkthrough; verify site clean-up.
 - 10. Public opening.
 - 11. Warranty administration.

Exhibit C
Fremont Restroom/Storage Building Improvements Project Budget

SOURCES AND USES			
Fremont Restroom/Storage Building Improvements Project			
SOURCES		USES	
CADA	\$150,000	Building Demolition	\$45,625
		Site Work	\$72,156
		Concrete	\$49,450
City	\$450,000	New Water Service	\$39,825
		Bid & Change Order Contingency	\$21,128
		City Building Permit Fees	\$8,500
		City Staff Costs (Labor Compliance, Inspections, Project Management, Contract Admin.)	\$63,316
		Restroom, Installation and Engineering	\$300,000
Total Sources	\$600,000	Total Uses	\$600,000

RESOLUTION NO. 24 – 17

March 22, 2024

Adopted by the Capitol Area Development Authority

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO
EXECUTE THE FREMONT PARK RESTROOM REPLACEMENT PROJECT
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF SACRAMENTO**

WHEREAS, the City of Sacramento, the Midtown Association, and the Capitol Area Development Authority desire to replace the Fremont Park restroom with a new prefabricated combination restroom and storage area;

WHEREAS, a new restroom will provide a safer and more attractive restroom than is currently in place, will include storage space the Midtown Association will use to store supplies necessary for community events to be held in the park, and will advance the City's, CADA's and the Midtown Association's continuing efforts to upgrade the park and enable it to serve as a safe, attractive and vibrant neighborhood amenity;

WHEREAS, the Board has previously approved a budget that includes \$150,000 in CADA funding toward the total cost of the project and the City has designated CIP funding in the amount of \$450,000;

WHEREAS, the City has prepared a Memorandum of Understanding describing the project and the process by which CADA will contribute its fund to the project; and

WHEREAS, the City Council will consider its approval of the MOU at an April meeting and City staff are required to provide evidence to Council of the Board's approval of a resolution authorizing CADA to enter into the MOU.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Capitol Area Development Authority that:

1. The Executive Director, or her designee, is authorized to execute the Fremont Park Restroom Replacement Project Memorandum of Understanding.

Ann Bailey, Chair

ATTEST:

Tara Gandara
Secretary to the Board of Directors