SAN MATEO COUNTY

Environmental Services Agency

Date[.] April 11, 2001

Hearing Date: April 24, 2001

TO: The Honorable Board of Supervisors

FROM: Marcia Raines, Director Environmental Services MC

SUBJECT: GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION IN THE AMOUNT OF \$103,425 FOR REPLACEMENT OF THE ROOF AND PARTIAL SEISMIC STRENGTHENING OF THE SANCHEZ ADOBE

RECOMMENDATIONS:

Adopt a resolution authorizing the Director of Environmental Services to submit a grant application in the amount of \$103,425 to the California Department of Parks and Recreation for replacement of the roof and partial seismic strengthening of the Sanchez Adobe. Authorize the Director of Environmental Services Agency to execute the grant agreement and any other documents required by and for the project described in the grant

BACKGROUND:

Through the kind assistance of the San Mateo County state legislative delegation, the Legislature and the Governor approved \$103,425 in the Fiscal Year 2000-2001 state budget for work at the Sanchez Adobe site.

In order to receive the funds, County Parks is required to submit a complete application, which must include a resolution from the governing board (San Mateo County Board of Supervisors)

Originally the site of a 1786 mission outpost (Asistencia) for Mission Dolores, Sanchez Adobe has a long cultural history With declines in Native American labor, the outpost was abandoned about 1793. The existing structure was built in 1842 as a ranch residence for Don Francisco Sanchez, former Commandante of the San Francisco Presidio and Alcalde of San Francisco. In subsequent years, the owners of the Adobe used it for a residence, roadhouse and artichoke packing shed. Eventually it fell into disrepair until the County of San Mateo purchased it for restoration.

DISCUSSION:

The Parks and Recreation Division staff have identified roof replacement and partial seismic strengthening as critical needs at Sanchez Adobe. This project involves partial seismic

strengthening and the replacement of the Sanchez Adobe roof, which is leaking over the porch area causing deterioration of the wood shakes and some porch rafters

Earlier this year, County Parks commissioned a study to determine the causes of roof leaking In the process of conducting this study, the consultant observed seismic strengthening concerns. The consultant made recommendations for both roof replacement and seismic repairs. Repairs will include historical authenticity, compliance with County fire-safety codes, better ventilation and repair of existing construction defects

The consultant recommended a full seismic strengthening project. Unfortunately, this project exceeds the funding currently allocated to this project As a result, staff has identified seismic strengthening elements that must be completed while the roof is off and the tops of the adobe walls are exposed for such work. Seismic strengthening will include bracing interior cross walls in the attic, connecting the adobe wall to the ceiling and threading rods through the top of the adobe wall.

Other funding sources are being identified to fund the remainder of the seismic strengthening

FISCAL IMPACT:

The total project cost is \$165,174. The State Parks grant provides \$103,425 in funds The County has already allocated \$40,000 in general funds. An additional \$21,749 will be needed to complete the project These funds will come from a reallocation within existing County Parks general fund monies or through San Mateo County's allocation of the Prop 12 Per Capita funds.

REVIEW BY OTHERS:

The Parks and Recreation Commission has reviewed this grant and recommends its submission.

The County Counsel's Office has reviewed the resolution and finds it in order.

Resolution No.

RESOLUTION AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL SERVICES AGENCY TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR \$103,425 IN FUNDS FOR REPLACEMENT OF THE ROOF AND PARTIAL SEISMIC STRENGTHENING OF THE SANCHEZ ADOBE AND AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL SERVICES AGENCY TO EXECUTE AND SUBMIT ANY OTHER SUBSEQUENT DOCUMENTS RELATED TO THE GRANT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that;

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the Sanchez Adobe site,

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the grant project, setting up necessary procedures;

WHEREAS, said procedures established by the California Department of Parks and Recreation require San Mateo County to certify by resolution the approval of the application before submission of said application to the State;

WHEREAS, San Mateo County will enter into a contract with the State of California for the project; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that the San Mateo County Board of Supervisors by adoption of this resolution hereby approves the filing of an application for a local assistance grant in the amount of \$103,425 for replacement of the roof and partial seismic strengthening of the Sanchez Adobe, and certifies that San Mateo County understands the assurances and certification in the application form, and certifies that San Mateo County has or will have sufficient funds to operate and maintain the aforementioned project, and certifies that San Mateo County has reviewed and understands the General Provisions contained in the Project Contract shown in the Procedural Guide, and

IT IS FURTHER ORDERED, that the Director of Environmental Services Agency conduct all negotiations, and execute and submit all documents including, but not limited to the application, contract, the grant agreement, payment requests and other documents that may be necessary for the completion of the aforementioned project

APPLICATION FOR LOCAL ASSISTANCE GRANT

PROJECT NAME	GRANT AMOUNT \$103,425	GRANT AMOUNT \$103.425			
Sanchez Adobe Seismic Retrofit Pro	ject ESTIMATED TOTAL PROJECT COST (State Grant and other funds)	ESTIMATED TOTAL PROJECT COST			
GRANTEE (Agency and address-including zip code) COUNTY	NEAREST CITY			
	County of San Mateo	City of San Mateo			
County of San Mateo	PROJECT ADDRESS				
Parks and Recreation Division	1000 Linda Mar Boulevard, J	Pacifica, CA. 94044			
455 County Center, 4 th Floor	NEAREST CROSS STREET	NEAREST CROSS STREET			
Redwood City, CA 94063-1646	Adobe Drive				
Reawood City, CA 94003-1040	SENATE DISTRICT NO	ASSEMBLY DISTRICT NO			
	SD 08	AD 19			
Grantee s Representative Authorized in Resolution	· · · · · · · · · · · · · · · · · · ·	• , , , , , , , , , , , , , , , , , , ,			
Marcia Raines	Director, Environmental Services Agency	650-599-1388			
Name (type)	Title	Phone			
Person with day-day responsibility for project (if diffe	erent from authorized representative)				
Ross Nakasone	Management Analyst	650-363-4027			
Name (type)	Tıtle	Phone			
Brief description of project					

This project involves partial seismic strengthening and the replacement of the Sanchez Adobe roof, which is leaking over the porch area causing deterioration of the wood shakes and some porch rafters.

Originally the site of a 1786 mission outpost (Asistencia) for Mission Dolores, Sanchez Adobe has a long cultural history. With declines in Native American labor, the outpost was abandoned about 1793. The existing structure was built in 1842 as a ranch residence for Don Francisco Sanchez, former Commandante of the San Francisco Presidio and Alcalde of San Francisco. In subsequent years, the owners of the Adobe used it for a residence, roadhouse and artichoke packing shed. Eventually it fell into disrepair until the County of San Mateo purchased it for restoration.

Earlier this year, County Parks commissioned a study to determine the causes of roof leaking. In the process of conducting this study, the consultant observed seismic strengthening concerns. The consultant made recommendations for both roof replacement and seismic repairs, which should be completed while the roof is off and the tops of the walls are exposed. Repairs will include historical authenticity, compliance with County fire safety codes, better ventilation and repair of existing construction defects. Seismic strengthening will include bracing interior cross walls in the attic, connecting the adobe wall to the ceiling and threading rods through the top of the adobe wall.

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For Acquisition projects—Projects will be	Acres
Acquired in fee simple by Grant Applicant	
Acquired in other than fee simple (explain)

I certify that the information contained in this project application form including required attachments is accurate

AUTHORIZING RESOLUTION FROM GOVERNING BODY

As attached.

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ENVIRONMENTAL IMPACT REPORT RESPONSE FROM STATE CLEARING HOUSE NOTICE OF DETERMINATION

Environmental Impact Report

N/A-Exempt

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Response from State Clearinghouse

N/A-Exempt

Notice of Determination

Notice of Determination, dated April 2001, attached

Notice of Exemption

County of San Mateo Parks and Recreation Division Pony PKR 128 455 County Center, Fourth Floor Redwood City, CA 94063	ENDORSED For Clerk USFIDED IN THE OFFICE OF THE COUNTY CLERK RECORDER OF SAN MATEO COUNTY CALIF APR 0 3 2001 WARBEN SLOCUME OF				
Planner: <u>Sam Herzberg</u>	WARREN SLOCHM County Clerk By				
Project Title/File Nos <u>. Sanchez Adobe roof</u>	replacement and seismic upgrades.				
Project Location - Specific: <u>Sanchez Adobe</u>	County Park				
Project Location - City: <u>Pacifica</u>					
Description of Project: <u>Reroof and make se</u>	<u>ismic upgrades to Sanchez Adobe</u>				
Name of Public Agency Approving Project: <u>Sa</u>	n Mateo County Parks Division				
Name of Person or Agency Carrying Out Proje	ct: <u>San Mateo County Parks Division</u>				
Exempt Status: (check one)					
9 Ministerial (Sec. 21080(b)(1); 15269(a)); 9 Declared Emergency (Sec. 21080(b)(3); 15269(a)); 9 Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); 9 Categorical Exemption. State type and section number: 15302 (c) 9 Statutory Exemptions. State code number:					
Reasons Why Project is Exempt: Repair and m	aintenance of existing facilities involving				
negligible or no expansion in use.					
Lead Agency Contact Person: <u>Sam Herzberg</u>	Telephone: <u>650/363-1823</u>				
If filed by applicant:					
1. Attach certified document of exemption finding. 2. Has a notice of exemption been filed by the public agency approving the project? Yes No					
Signature: Date: 9 Signed by Lead Agency 9 Signed by Applicant	<u>Aprıl 3, 2001</u> Tıtle: <u>Senıor Planner</u> Date receıved for filing at OPR:				
CPD FORM A-ENV-20 FRM00066.WP6 (2/9/95)					

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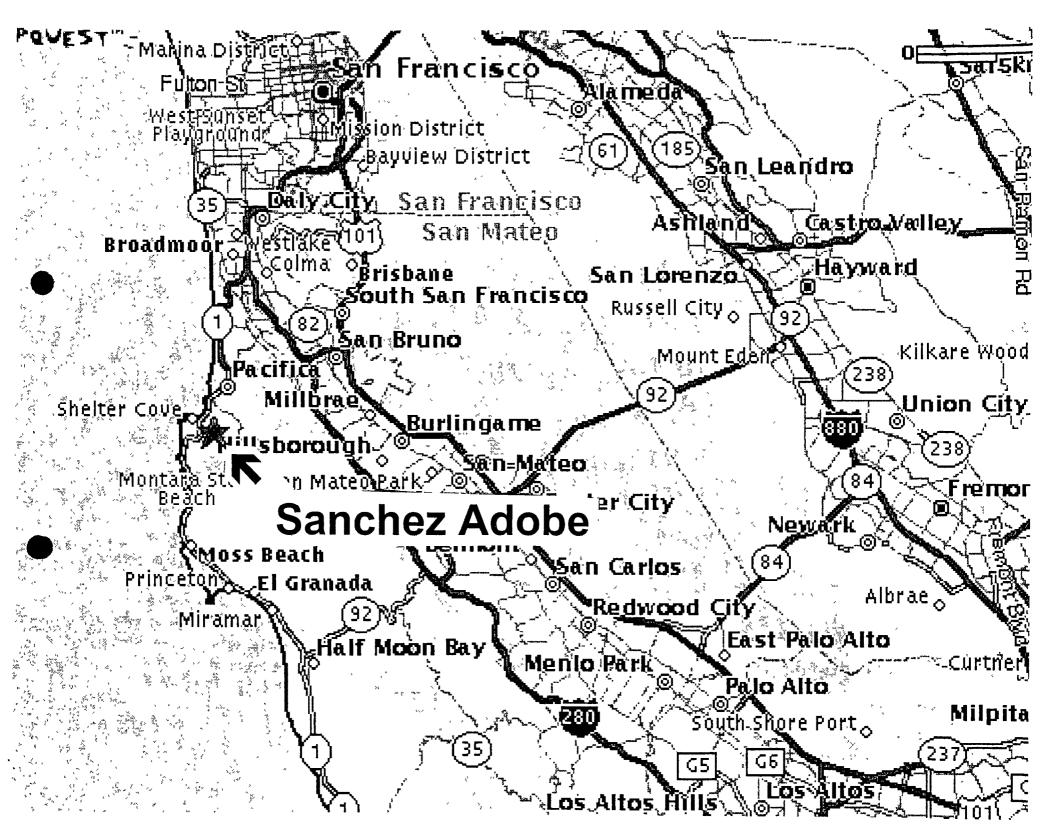
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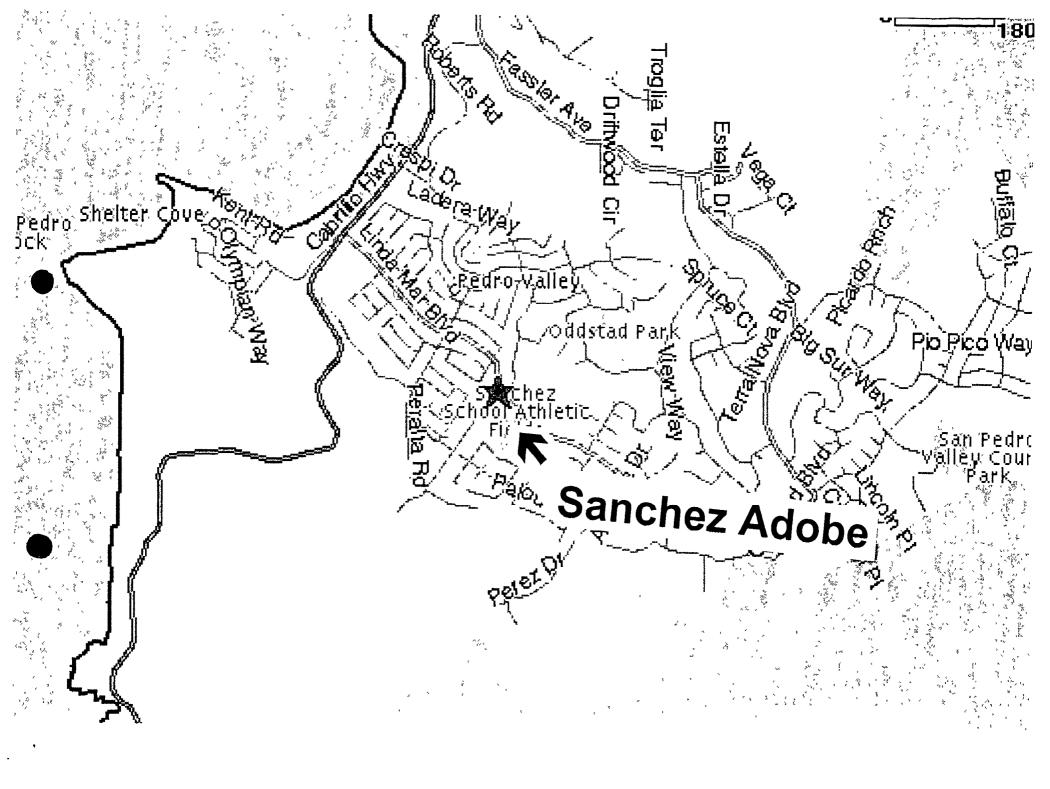
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PROJECT LOCATION MAPS

As attached.

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EVIDENCE OF ADEQUATE LAND TENURE

Evidence of Adequate Land Tenure

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N/A—The County of San Mateo owns the land beneath the playground locations. No lease or joint-powers authorities exist relating to the ownership of the project properties.

ACQUISITION MAP

Acquisition Map

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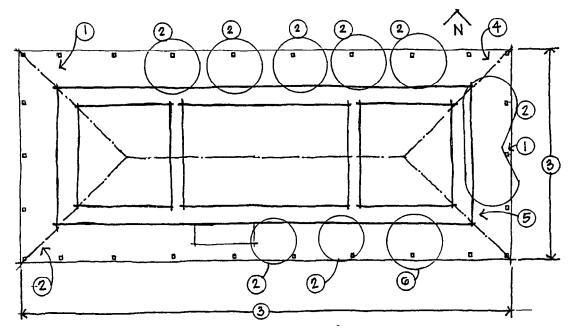
N/A-This project does not involve a land acquisition

SITE PLAN

N/A-work will occur within the existing structure.

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But find attached a schematic of the balcony and roof plan



Sanchez Adobe Schematic Balcony and Roof Plan

Key to Notes:

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- 1 Deterioration from rot and insect infestation
- 2 Evidence of roof leaking.
- 3 Water infiltrating between fascia board and sheathing
- (4) Porch decking deteriorated.
- (5) Roof sheathing deteriorated.
- 6 Fungus evident

Figure 1

The Francisco Sanchez Adobe Roof Study

ACQUISITION SCHEDULE

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Acquisition Schedule

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N/A-- This project does not involve a land acquisition

COST ESTIMATES

As attached

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Task	Amount	Grant Funds	Other Funds	Timeline	
1. Assessment					
Consultant report	\$5,000		\$5,000	March 2001	
Hazardous Materials and Termite Inspection	\$7,000		\$7,000	2 months	
Task 1 Total	\$12,000		\$12,000		
2 Roof Replacement					
Remove existing roofing materials, inspect and retain intact, historical elements	\$9,440	\$9,440			
Replace deteriorated sheathing and rafters, add new sheathing, red cedar shingles treated with fungicide, install ridge boards, treat with wood preservative.	\$61,166	\$61,166			
Install two additional downspouts to gutter Whitewash underside of balcony porch roof.	\$2,980	\$2,980		6 months from receipt	
Install batt insulation of top of ceiling joists.	\$1,000	\$179	\$821	of funds	
Contractor's General Conditions @ 15%	\$11,188		\$11,188		
Contractor's overhead and profit @ 20%	\$17,155		\$17,155]	
Contingency @20%	\$20,585		\$20,585]	
Task 2 Total	\$123,514	\$73,765	\$49,749		
3 Partial Seismic Strengthening					
Brace interior cross walls in attic, install new ridge beam and shear walls.	\$8,260	\$8,260		10	
Connect top of the adobe wall to the ceiling joists and roof rafters, place stainless steel threaded rods into the top of the adobe walls.	\$21,400	\$21,400		12 months from receipt	
Task 3 Total	\$29,660	\$29,660		of funds	
TOTAL	165,174	\$103,425	\$61,749		

Grant Contract Special Provisions

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General Provisions

A. Definitions

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- 1. The term "State" and used herein means the California State Department of Parks and Recreation.
- 2 The term "Act" as used herein means the Appropriation for the Program.
- 3. The term "Project" as used herein means the project described on page 1 of this Contract.
- The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
- 5. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program

B Project Execution

Subject to the availability of grant moneys in the Act, the State hereby grants to the Grantee a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this Contract.

Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

- 2. Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1 and under the terms and conditions of this Contract.
- 3. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code Section 21000 et. seq.)
- 4 If the Project includes development, the Grantee shall comply with all applicable current laws and regulations effecting development projects including but not limited to legal requirements for construction contracts building codes health and safe codes and disabled access laws.
- 5. Grantee shall permit pendic site visits by the State to determine if development work is in accordance with the approved Project Scope including a final inspection upon Project completion.
- Grantee agrees to submit any significant deviation from the original Project Scope to the State for prior approval
- If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances effecting relocation and real property acquisition.
- 8 Grantee shall provide for public access in accordance with the intent and provisions of the enabling legislation and/or program

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C Project Costs

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The Grant moneys to be provided Grantee under this Contract may be disbursed as follows:

- 1 If the Project includes acquisition of real property the State may disburse to Grantee the grant moneys as follows but not to exceed in any event the State grant amount set forth on page 1 of this Contract:
 - a. When acquisition is through negotiated purchase. State may disburse the amount of the State approved purchase price together with State approved costs of acquisition when an escrow is opened.
 - b. When acquisition is allowed pursuant to this Act through proceedings in eminent domain, State may disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition
 - c. In the event Grantee abandons such eminent domain proceedings, Grantee shall bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.
- If the Project includes development, the State may disburse to Grantee the grant moneys as follows but not to exceed in any event the State grant amount set forth of page 1 of this Contract:
 - a. Up to ten percent of the total grant for preliminary costs.
 - b. On proof of award of a construction contract or commencement of construction by force account, up to nunety percent of the total grant, or the actual cost, whichever is less
 - c. Remaining grant funds shall be paid up to the amount of the Grant or the actual Project cost, whichever is less on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D Project Administration

- Grantee shall promptly submit such reports as the State may request. In any event Grantee shall provide State a report showing total final Project expenditures.
- 2 Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
- Grantee shall use any moneys advanced by the State under the terms of this Contract solely for the Project herein described.
- 4. If grant moneys are advanced the Grantee shall place moneys in a separate interest bearing account setting up and identifying such account prior to the advance interest earned on grant moneys shall be used on the Project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the Grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period whichever is earlier.
- Grantee shall use income earned by the Grantee from use of the Project to further Project purposes or if approved by the State for related purposes within the Grantee's junsdiction.

E. Project Termination

- 1. Grantee may unliaterally rescand thus Contract at any time prior to the commencement of the Project. After Project commencement thus Contract may be rescanded modified or amended by mutual agreement in writing.
- 2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
- 3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
- 4. Because the benefit to be donved by the State from the full compliance by the Grantee with the terms of this Contract, is the preservation protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of

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grant moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant moneys disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.

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5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

- 1. Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property ansing from, growing out of or in any way connected with or incident to this Contract except claims ansing from the concurrent or sole negligence of State its officers, agents, and employees.
- 2. Grantee shall indemnify, hold harmless and defend State, its officers agents and employees against any and all claims demands damages costs expenses or liability costs ansing out of the acquisition, development, construction operation or maintenance of the property described as the Project which claims demands or causes of action anse under Government Code Section 895.2 or otherwise except for liability ansing out of the concurrent or sole negligence of State, its officers, agents, or employees.
- 3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq. the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses and attorney's fees.
- 4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee their officers, agents or employees an apportonment of liability to pay such judgment shall be made by a court of competent junsdiction. Neither party shall request a jury apportonment.
- 5. Grantee shall indemnify, hold harmless and defend the State, its officers agents and employees against any and all claims, demands costs, expenses or liability costs ansing out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts documents and records for the Project and to make them available to the state for auditing at reasonable times. Grantee also agrees to retain such financial accounts documents and records for three years following project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books records or reports of the other party pertaining to this Contract or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. Grantee shall use a generally accepted accounting system.

H. Use of Fadilities

- 1. Grantee agrees that the Grantee shall use the property acquired or developed with grant moneys under this Contract only for the purposes for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
- The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State Grant funds and local funds allocated to the capital costs of the Project.

Nondiscrimination

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- The Grantee shall not discriminate against any person on the basis of sex race color national orgin, age religion ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
- 2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of resident and pursuant to law.
- 3. All facilities shall be open to members of the public generally except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or program.

J. Application Incorporation

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The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the application thereof is held invalid that invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.