

County of Monterey

*Saffron Room
1441 Schilling Place South Building
Salinas Ca, 93901*



Meeting Agenda

Thursday, February 2, 2023

3:00 PM

REVISED - SPECIAL MEETING

**IMPORTANT COVID-19 NOTICE ON PAGE 2-4
AVISO IMPORTANTE SOBRE COVID-19 EN LA PAGINA 2-4
Water Resources Agency Board of Directors**

*John Baillie, Chair
Mike LeBarre, Vice Chair
Mark Gonzalez
Deidre Sullivan
Ken Ekelund
Mike Scattini
Jason Smith
Matt Simis
Marvin Borzini*

Important Notice Regarding COVID-19

In order to minimize the spread of the COVID 19 virus, please do the following:

If you attend the Board of Directors meeting in person, you will be required to maintain appropriate social distancing, i.e., maintain a 6-foot distance between yourself and other individuals.

1. For ZOOM participation please join by computer audio at:
<https://montereycty.zoom.us/j/99769079850>

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Enter this Meeting ID number: 997 6907 9850 when prompted. Please note there is no Participant Code, you will just press # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

Aviso Importante Sobre COVID-19

Para minimizar la propagación del virus COVID 19, haga lo siguiente:

Si asiste a la reunión de la Junta de la Directiva en persona, se le pedirá que mantenga un distanciamiento social apropiado, es decir, mantenga una distancia de 6 pies entre usted y otras personas.

1. Para participar for ZOOM, por favor únase for audio de computadora por:
<https://montereycty.zoom.us/j/99769079850>

O para participar for teléfono, llame a cualquiera de los números a continuación:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Cuando se le solicite, ingrese este número de reunión: 997 6907 9850. Por favor tenga en cuenta que no hay código de participante, simplemente presione # nuevamente después de que la grabación se lo indique.

Se le colocará en la reunion como asistente; cuando desee hacer un comentario público si esta unido por la computadora utilice la opción de levantar la mano en el chat de la pantalla; o por teléfono presione *9 en su teclado.

Call to Order at 12:00 P.M.

Roll Call

Pledge of Allegiance

Public Comment

Consent Calendar

1. Find, pursuant to AB 361 and in order for the Monterey County Water Resources Agency Board of Directors and its standing subcommittees (Personnel & Administration, Finance, and Planning) to continue to meet remotely, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board and subcommittees have reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

Attachments: [Board Report](#)
[Board Order](#)

Scheduled Items

2.
 1. Consider finding that emergency repairs are necessary to maintain Monterey County Water Resource Agency owned service facilities essential to the public health, safety or welfare pursuant CEQA Guideline 15269(b); and
 2. Consider approving the agreement between Monterey County Water Resources Agency and Don Chapin Company, Inc. for services in the amount of \$100,000 retroactive to January 2, 2023, for a term to expire June 30, 2026, to provide equipment, materials, labor, and repairs to Agency facilities during and after atmospheric storm events; and authorize the General Manager to execute the agreement

Attachments: [Board Report](#)
[Don Chapin Agreement](#)
[Board Order](#)

- 3.
1. Consider finding that emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Pajaro Levee pursuant CEQA Guideline 15269(b); and
 2. Consider ratifying the agreement between Monterey County Water Resources Agency and Don Chapin Company, Inc. for services in the amount of \$500,000 retroactive to January 2, 2023, for a term to expire June 30, 2026, to provide equipment, materials, labor, and repairs to the Pajaro River Levee in support of operations due to the atmospheric storm events; and
 3. Authorize the General Manager to execute amendments to the agreement of up to \$100,000 for future emergency response work at the Pajaro Levee.

Attachments: [Board Report](#)
[Emergency Purchase Order Approval Email](#)
[Service Agreement with Don Chapin Co.](#)
[Board Order](#)

- 4.
1. Consider Finding that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Pajaro River Levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Pajaro River Levee pursuant CEQA Guideline 15269(c).
 2. Approving an Agreement with Don Chapin Company Inc. for an amount not to exceed \$300,000, for emergency repair and protection of the Pajaro River Levee's left bank; and
 3. Authorizing the Interim General Manager to execute the Agreement with Don Chapin Company Inc., upon County Counsel review and approval of the Agreement.

Attachments: [Board Report](#)
[Board Order](#)

- 5.
1. Consider finding that:
 - a. Emergency repairs are necessary to maintain service essential to the public health,

safety or welfare at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(b); and

b. Specific actions are necessary to prevent or mitigate an emergency at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(c).

2. Authorizing the Interim General Manager to enter into an Agreement, subject to review and approval of County Counsel, with a California Class A General Engineering Contractor for an amount not to exceed \$500,000, for emergency repair and protection of the Salinas River Lagoon slide gate levee.

Attachments: [Board Report](#)
[Board Order](#)

6.

1. Consider Approving an Agreement for Professional Services with GEI Consultants, Inc, in the amount of \$200,000 for engineering and other related services necessary to accomplish emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and

2. Authorizing the Interim General Manager to execute the Agreement, upon County Counsel review and approval.

Attachments: [Board Report](#)
[Board Order](#)

7.

1. Consider Finding that:

a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(b); and

b. Specific actions are necessary to prevent or mitigate an emergency at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(c).

2. Approving an Agreement with Whitaker Construction Group, Inc. for an amount not to exceed \$2,000,000, for emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and

3. Authorizing the Interim General Manager to execute the Agreement with Whitaker Construction Group, Inc., upon County Counsel review and approval of the Agreement; and

4. Authorizing the Interim General Manager to execute Change Orders to the Agreement totaling up to \$1,000,000.

Attachments: [Board Order](#)
[Board Report](#)

General Manager's Report

- 8.
- General Storm Update
 - Other

Board of Directors Comments

Adjournment



County of Monterey

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-017

February 02, 2023

Introduced: 1/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

Find, pursuant to AB 361 and in order for the Monterey County Water Resources Agency Board of Directors and its standing subcommittees (Personnel & Administration, Finance, and Planning) to continue to meet remotely, that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board and subcommittees have reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors and its standing subcommittees (Personnel & Administration, Finance, and Planning) in order to continue to meet remotely, find the following: that the COVID-19 pandemic state of emergency declared by Governor Newsom is still in effect; the Board and subcommittees have reconsidered the circumstances of the state of emergency; and the Monterey County Health Officer continues to recommend social distancing measures for meetings of the legislative bodies.

SUMMARY/DISCUSSION:

On September 16, 2021, Governor Newsom signed AB 361. This legislation amends the Brown Act to allow meeting bodies subject to the Brown Act to meet via teleconference during a proclaimed state of emergency in accordance with teleconference procedures established by AB 361 rather than under the Brown Act's more narrow standard rules for participation in a meeting by teleconference. AB 361 provides that if a state or local health official recommends social distancing, a legislative body may meet remotely after September 30, 2021, provided that within 30 days of the first meeting after September 30, and every 30 days thereafter, the legislative body finds: 1) the Governor's proclaimed state of emergency is still in effect; 2) the legislative body has reconsidered the circumstances of the state of emergency; and 3) either the Monterey County Health Officer continues to recommend social distancing measures for meetings of legislative bodies or the state of emergency continues to directly impact the ability of the members to meet in person.

The Monterey County Health Officer has recommended social distancing measures for meetings of legislative bodies, so the Board of Directors and its subcommittees, including Personnel & Administration, Finance, and Planning ("Subcommittees"), were able to meet remotely in October without making findings. However, in order to continue to meet remotely going forward, the Board of Directors and Subcommittees must make the findings outlined above.

Accordingly, staff recommends making the appropriate findings. This action will be required every 30 days in order to keep meeting remotely; a special meeting may be necessary for that purpose.

The Basin Management Advisory Committee and Reservoir Operations Advisory Committee are not included here because they have members who do not sit on the Board of Directors. These findings will have to be considered separately at the meetings of those legislative bodies.

OTHER AGENCY INVOLVEMENT:

The General Manager concurs in the recommendation.

FINANCING:

The only financial impact is the continuing cost of teleconferencing.

Prepared by: Jessell Fenley, Administrative Services Assistant, (831) 755-4860

Approved by: Lew Bauman, Interim General Manager, (831) 755-4860



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Prepared by: Jessell Fenley, Administrative Services Assistant, (831) 755-4860

Approved by: Lew Bauman, Interim General Manager, (831) 755-4860



County of Monterey

Item No.2

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-016

February 02, 2023

Introduced: 1/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Consider finding that emergency repairs are necessary to maintain Monterey County Water Resource Agency owned service facilities essential to the public health, safety or welfare pursuant CEQA Guideline 15269(b); and
2. Consider approving the agreement between Monterey County Water Resources Agency and Don Chapin Company, Inc. for services in the amount of \$100,000 retroactive to January 2, 2023, for a term to expire June 30, 2026, to provide equipment, materials, labor, and repairs to Agency facilities during and after atmospheric storm events; and authorize the General Manager to execute the agreement

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

1. Find that emergency repairs are necessary to maintain Monterey County Water Resource Agency owned service facilities essential to the public health, safety or welfare pursuant CEQA Guideline 15269(b); and
2. Approve the agreement between Monterey County Water Resources Agency and Don Chapin Company, Inc. for services in the amount of \$100,000 retroactive to January 2, 2023, for a term of three years and 5 months, to provide equipment, materials, labor, and repairs to Agency facilities during and after atmospheric storm events; and authorize the General Manager to execute the agreement.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (MCWRA) owns, operates, and maintains various facilities throughout Monterey County that sustained damages during the recent atmospheric storm events that occurred between December 27, 2022 and January 17, 2023. Due to the extent of damages endured and current personnel shortage, MCWRA procured contract services through the Don Chapin Company, Inc. (Don Chapin) to provide additional resources to the MCWRA maintenance crew in emergency response to the recent storm events. These services include, but are not limited to: storm debris removal from MCWRA facilities; storm damage repairs to MCWRA pump stations; tree removals from MCWRA facilities; roadway restoration; rodent control measures; service and maintenance to MCWRA generators due to PG&E continued power outages; traffic control during cleanup operations at various locations; and other related storm damage response.

The California Environmental Quality Act (CEQA) Guidelines Section 15269(b) categorically exempts projects that are emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. (14 C.C.R. §

15269(b)). The services of the Don Chapin include, but are not limited to: storm debris removal from MCWRA facilities; storm damage repairs to MCWRA pump stations; tree removals from MCWRA facilities; roadway restoration; rodent control measures; service and maintenance to MCWRA generators due to PG&E continued power outages; traffic control during cleanup operations at various locations; and other related storm damage response. Pursuant to CEQA Guidelines Section 15269(b), the emergency work and repairs made by Don Chapin to MCWRA owned service facilities are necessary to maintain service essential to the public health, safety, or welfare.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

There is sufficient appropriation in the Adopted FY22-23 Budget

Prepared by: Jessell Fenley, Administrative Services Assistant, (831) 755-4860

Approved by: _____
Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Services Agreement with Don Chapin Company
2. Board Order



County of Monterey

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Legistar File Number: WRAG 23-016

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OTHER AGENCY INVOLVEMENT:


None

FINANCING:

There is sufficient appropriation in the Adopted FY22-23 Budget

Prepared by: Jessell Fenley, Administrative Services Assistant, (831) 755-4860

Approved by:

DocuSigned by:

631A724C33274DD...
Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Services Agreement with Don Chapin Company
2. Board Order

MONTEREY COUNTY WATER RESOURCES AGENCY
AND The Don Chapin Co., Inc.
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and The Don Chapin Co., Inc., a California company, hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
 - (a) The scope of work is briefly described and outlined as follows:
Services to be provided by the contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resource Agency facilities during and after storm events as directed by WRA personnel.
 - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on January 2, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2026, unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is
 One hundred thousand dollars no cents _____,

(\$ 100,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. "CONTRACTOR's performance" includes CONTRACTOR's

action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subCONTRACTORS.

6. Insurance.

6.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section

3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required

endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99.**

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the

purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique

qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on Contractor’s behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering
CONTRACTOR's work under this Agreement shall be
Caroline Chapin

Agency’s designated administrator of this Agreement shall be
Mark Foxworthy

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

TO AGENCY	TO CONTRACTOR
Name: Mark Foxworthy	Name: The Don Chapin Co., Inc. attn: Caroline Chapin
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 560 Crazy Horse Canyon Road Salinas, CA 93907
Telephone: 831.755.4860	Telephone: 831-449-4273
Fax: 831.424.7935	Fax:
E-Mail: foxworthyme1@co.monterey.ca.us	E-Mail: cchapin@donchapin.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
Exhibit A - Scope of Work/ Work Schedule
Exhibit B - Payment Provisions
Exhibit C - Deliverables
Exhibit D -
32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

MONTEREY COUNTY WATER RESOURCES AGENCY
AND The Don Chapin Co., Inc.
AGREEMENT FOR SERVICES

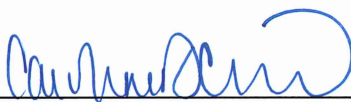
IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:

MONTEREY COUNTY WATER RESOURCES AGENCY:

CONTRACTOR:

BY:

BY:



Lew Bauman
Interim General Manager

Type Name: Caroline D. Chapin

Title: Executive Vice President

Date: 1/27/2023

Date: 1/27/2023

BY:



Type Name: Rosalinda Pollock

Title: Corporate Secretary

Date: 1/27/2023

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

(The Don Chapin Co., Inc.)
Agreement/Amendment No # ()

Approved as to form ¹:

Approved as to fiscal provisions:

Assistant County Counsel

Administrative Analyst

Dated: _____

Dated: _____

County Counsel – Risk Manager:

Auditor-Controller ²:

Dated: _____

Dated: _____

¹Approval by County Counsel is required, and/or when legal services are rendered

²Approval by Auditor-Controller is required

EXHIBIT A**SCOPE OF WORK/WORK SCHEDULE**

Services to be provided by contractor will include, but not be limited to equipment, material, additional resources to the Agency maintenance crew in response to the recent storm event, storm debris removal from agency facilities, storm damage repairs to agency pump stations, tree removals from agency facilities, roadway restoration, rodent control measures, service and maintenance to agency generators due to PG&E continued power outages, traffic control during cleanup operations at various locations and other related storm damage response.

EXHIBIT B
PAYMENT PROVISIONS

Labor Rates: will be in accordance with general prevailing wage rates.

Equipment Rates: will be in accordance with current Cal-trans equipment rental rates.

Materials: to be provided on a cost basis plus mark up (current mark up rates per Cal-trans).

EXHIBIT C

DELIVERABLES

Required Document Formats

When required by this agreement, the following documents shall be delivered to the Agency project or contract administrator:

Administrative Draft of Document (for staff review)
[five (5) unbound copies and one (1) PDF copy]

Screen Check Public Review Draft of Document (for staff review)
[five (5) unbound copies and one (1) PDF copy]

Public Review Draft
[XXX (XX) bound copies and xxx (xxx) DVDs]

Final Draft for Board of Director/ Supervisor consideration

Final Document (as adopted by Board of Supervisors)
[ten (10) bound copies and one USB]

All documents shall be provided digitally to the City in both Microsoft Word and .PDF formats on a USB drive.

Following approval by staff of each final (public draft) report one (1) unbound reproducible original, and two (2) electronic copies shall be delivered to the Agency

For each public agency meeting, deliver:
one (1) unbound reproducible original, one (1) electronic copy and four (4) print copies of the document



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _____

**Find that emergency repairs are necessary to maintain Monterey
County Water Resources Agency owned service facilities essential)
to the public health, safety, or welfare pursuant to CEQA Guideline)
Section 15269(b); and)
)**

**Approve the agreement between Monterey County)
Water Resources Agency and Don Chapin Company,)
Inc. for services in the amount of \$100,000 retroactive)
to January 2, 2023, for a term to expire June 30, 2026,)
to provide equipment, materials, labor, and repairs to)
Agency facilities during and after atmospheric storm events;)
and authorize the General Manager to execute the agreement.)**

Upon motion of Director _____, seconded by Director _____, and carried by those members present, the Board of Directors hereby:

- a. Find that emergency repairs are necessary to maintain Monterey County Water Resource Agency owned service facilities essential to the public health, safety, or welfare pursuant CEQA Guideline 15269(b); and
- b. Approve the agreement between Monterey County Water Resources Agency and Don Chapin Company, Inc. for services in the amount of \$100,000 retroactive to January 2, 2023, for a term to expire June 30, 2026, to provide equipment, materials, labor, and repairs to Agency facilities during and after atmospheric storm events; and authorize the General Manager to execute the agreement.

PASSED AND ADOPTED on this **1st** day of **February 2023**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Ballie, Chair
Board of Directors

ATTEST: Lew Bauman
Interim General Manager



County of Monterey

Item No.3

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-018

February 02, 2023

Introduced: 1/27/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Consider finding that emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Pajaro Levee pursuant CEQA Guideline 15269(b); and
2. Consider ratifying the agreement between Monterey County Water Resources Agency and Don Chapin Company, Inc. for services in the amount of \$500,000 retroactive to January 2, 2023, for a term to expire June 30, 2026, to provide equipment, materials, labor, and repairs to the Pajaro River Levee in support of operations due to the atmospheric storm events; and
3. Authorize the General Manager to execute amendments to the agreement of up to \$100,000 for future emergency response work at the Pajaro Levee.

RECOMMENDATION:

It is recommended that the Monterey County Water Resource Agency Board of Directors:

1. Find that emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Pajaro Levee pursuant CEQA Guideline 15269(b); and
2. Ratify the agreement between Monterey County Water Resources Agency and Don Chapin Company, Inc. for services in the amount of \$500,000 retroactive to January 2, 2023, for a term to expire June 30, 2026, to provide equipment, materials, labor, and repairs to the Pajaro River Levee in support of operations due to the atmospheric storm events; and
3. Authorize the General Manager to execute amendments to the agreement of up to \$100,000 for future emergency response work at the Pajaro Levee.

SUMMARY/DISCUSSION:

The Pajaro River Levee is a Federal Flood Control Facility completed by the U.S. Army Corps of Engineers in 1949. The Monterey County Water Resources Agency (MCWRA) is the Non-Federal Sponsor (NSF) for the portion of the levee system on the Monterey County side of the Pajaro River, Pajaro River's left bank, and is responsible for maintenance, monitoring, and operations of the left bank levee.

During the atmospheric river and the recent storms occurring from Dec 27, 2022, through January 17, 2023, an Emergency Purchase Order (EPO) was procured through the Office of Emergency Services to secure a contractor to provide additional equipment, flood fighting materials, labor, and repairs to the Pajaro Levee. The Don Chapin Company, Inc. (Don Chapin) was secured as the contractor to

provide those services on a Time & Materials (T&M) basis.

MCWRA staff and Don Chapin installed ±3,000 linear feet of floodwall prior to forecasted high flow events in early January 2023. MCWRA staff and Don Chapin also: pre-deployed and stockpiled flood fighting materials onsite at the Pajaro Levee and nearby staging area; provided additional labor/staff for monitoring duties during high water events; repaired levee damage incurred during storm events; and provided manpower for emergency response during highwater event to assist in emergency repairs.

The total cost of effort Don Chapin expended on this contract is not yet know, but is currently being tallied. It is anticipated that the majority of the contract amount requested has been expended. Additional work at the Pajaro Levee, related to the recent storms, is being planned. Staff will update the Board as information on needed repair projects become available.

California Environmental Quality Act (“CEQA”) Guidelines Section 15269(b) categorically exempts specific actions necessary to prevent or mitigate an emergency to maintain services essential to the public health, safety or welfare. (14 C.C.R. § 15269(b)). Here, the services of the Don Chapin included, but are not limited to installing ±3,000 linear feet of floodwall prior to forecasted high flow events, providing additional labor/staff for monitoring duties during high water events; repairing levee damage incurred during storm events; and providing manpower for emergency response during highwater event to assist in emergency repairs. Pursuant to CEQA Guidelines section 15269(b), these emergency repairs by Don Chapin to the Pajaro Levee were and are necessary to maintain the public health, safety, and welfare.

OTHER AGENCY INVOLVEMENT:

County of Monterey, Office of Emergency Services (OES), FEMA, U.S. Army Corps, CA
Department of Water Resources (DWR), Cal OES

FINANCING:

There is sufficient appropriation in the Adopted FY22-23 Budget Unit 112-9300-WRA002-8484 to fund this agreement.

FEMA has indicated that it will reimburse 100% of expenses of debris clearing and emergency protective measures completed by February 25, 2023 and reimburse 75% for projects completed thereafter. Reimbursements from FEMA and others agency are not expected to occur in Fiscal Year 2022-23, the MCWA is currently exploring financing options such as a cashflow loan from the County. Agency staff is in the process of refining damage and repair costs caused by the storm. When the refined cost estimates are available, the Agency will return to the Board for appropriation increases in Agency Fund 112-9300-WRA002-8484 if needed.

Prepared by: Mark Foxworthy, Assoc. Water Resources Engineer, (831) 755-8984

Approved by: _____

Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Emergency Purchase Order Approval Email
2. Services Agreement with Don Chapin Company
3. Board Order



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

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Current Status: Agenda Ready

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OTHER AGENCY INVOLVEMENT:

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Prepared by: Mark Foxworthy, Assoc. Water Resources Engineer, (831) 755-8984

Approved by:

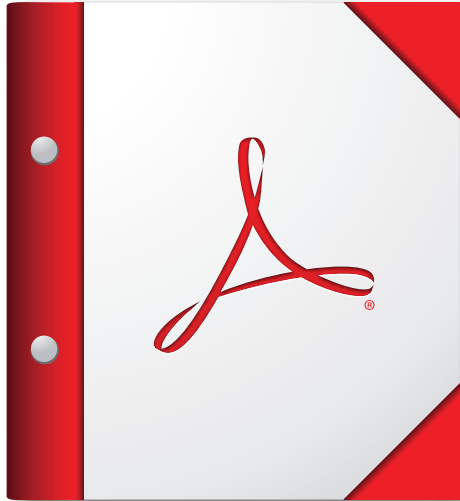
DocuSigned by:
UW Bauman
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Legistar File Number: WRAG 23-018

Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Emergency Purchase Order Approval Email
2. Services Agreement with Don Chapin Company
3. Board Order



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)

MONTEREY COUNTY WATER RESOURCES AGENCY
AND The Don Chapin Co., Inc.
AGREEMENT FOR SERVICES

This is an agreement ("Agreement") between the Monterey County Water Resources Agency, hereinafter called "Agency," and The Don Chapin Co., Inc., a California company hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**
 - (a) The scope of work is briefly described and outlined as follows:

Services to be provided by contractor will include but not be limited to equipment, material and labor for maintenance and repairs of the Pajaro levee during storm events as directed by WRA personnel. Work to be performed will be on time and material basis.
 - (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
2. Term of Agreement. The term of this Agreement shall begin on January 2, 2023 by CONTRACTOR and Agency, and will terminate on June 30, 2026, unless earlier terminated as provided herein.
3. Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein,

Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is
 Five hundred thousand dollars no cents _____,

(\$ 500,000.00).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold five percent (5%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly approved in writing in accordance with this Agreement.

5. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence, active negligence, or willful misconduct of the Agency. "CONTRACTOR's performance" includes CONTRACTOR's

action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subCONTRACTORS.

6. Insurance.

6.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section

3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Monterey County Water Resources Agency and the County of Monterey, their officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required

endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99.**

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data.

CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the

purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.
11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.
12. Non-Discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual orientation, gender identity or any other status protected under federal, state or local law, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
13. Independent Contractor. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.
14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique

qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.
16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
23. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
26. Contract Administrators.

CONTRACTOR's designated principal responsible for administering
CONTRACTOR's work under this Agreement shall be
Caroline Chapin

Agency's designated administrator of this Agreement shall be
Mark Foxworthy

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

TO AGENCY	TO CONTRACTOR
Name: Mark Foxworthy	Name: The Don Chapin Company, Inc. attn: Caroline Chapin
Address: 1441 Schilling Place - North Building Salinas, CA 93901	Address: 560 Crazy Horse Canyon Road Salinas, CA 93907
Telephone: 831.755.4860	Telephone: 831-449-4273
Fax: 831.424.7935	Fax:
E-Mail: foxworthyme1@co.monterey.ca.us	E-Mail: cchapin@donchapin.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.
29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
Exhibit A - Scope of Work/ Work Schedule
Exhibit B - Payment Provisions
Exhibit C -
Exhibit D -
32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

MONTEREY COUNTY WATER RESOURCES AGENCY
AND The Don Chapin Co., Inc.
AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, AGENCY and CONTRACTOR execute this agreement as follows:

MONTEREY COUNTY WATER RESOURCES AGENCY:

CONTRACTOR: *The Don Chapin Co., Inc*

BY:

BY:



Low Bauman
Interim General Manager

Type Name: Caroline Chapin

Title: Executive Vice President

Date: Jan. 13, 2023

Date: Jan. 13, 2023

BY:



Type Name: Linda Pollock

Title: Corporate Secretary

Date: Jan. 13, 2023

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

(The Don Chapin Co., Inc.)
Agreement/Amendment No # (_____)

Approved as to form ¹:

Approved as to fiscal provisions:

DocuSigned by:
Kelly L. Danton
22D690CA05A940B...
Assistant County Counsel

DocuSigned by:
Juan Pablo Lopez
A69152F49ABC476...
Administrative Analyst

Dated: 1/17/2023 | 9:04 AM PST

Dated: 1/23/2023 | 9:17 AM PST

County Counsel – Risk Manager:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AF...

Auditor-Controller ²:

Dated: _____

Dated: 1/17/2023 | 4:31 PM PST

¹ Approval by County Counsel is required, and/or when legal services are rendered

² Approval by Auditor-Controller is required

EXHIBIT A

SCOPE OF WORK/WORK SCHEDULE

Services to be provided by contractor will include but not be limited to equipment, material and labor for maintenance and repairs of the Pajaro levee during storm events as directed by WRA personnel. Work to be performed will be on time and material basis.

EXHIBIT B
PAYMENT PROVISIONS

Labor Rates: will be in accordance with general prevailing wage rates.

Equipment Rates: will be in accordance with current Cal-trans equipment rental rates.

Materials: to be provided on a cost basis plus mark up (current mark up rates per Cal-trans).



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _____

**Find that emergency repairs are necessary to maintain)
service essential to the public health, safety or welfare)
at the Pajaro Levee pursuant CEQA Guideline 15269(b); and)**

**Ratify the agreement between Monterey County Water)
Resources Agency and Don Chapin Company, Inc. for)
services in the amount of \$500,000 retroactive to)
January 2, 2023, for a term to expire June 30, 2026, to)
provide equipment, materials, labor, and repairs to the)
Pajaro River Levee in support of operations due to the)
atmospheric storm events; and)**

**Authorize the General Manager to execute amendments)
to the agreement of up to \$100,000 for future emergency)
response work at the Pajaro Levee.)**

Upon motion of Director _____, seconded by Director _____, and carried by those members present, the Board of Directors hereby:

1. Find that emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Pajaro Levee pursuant CEQA Guideline 15269(b); and
2. Ratify the agreement between Monterey County Water Resources Agency and Don Chapin Company, Inc. for services in the amount of \$500,000 retroactive to January 2, 2023, for a term to expire June 30, 2026, to provide equipment, materials, labor, and repairs to the Pajaro River Levee in support of operations due to the atmospheric storm events; and
3. Authorize the General Manager to execute amendments to the agreement of up to \$100,000 for future emergency response work at the Pajaro Levee.

PASSED AND ADOPTED on this **date** day of **Month Year**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Ballie, Chair
Board of Directors

ATTEST: Lew Bauman
Interim General Manager



County of Monterey

Item No.4

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-023

February 02, 2023

Introduced: 1/31/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Consider Finding that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Pajaro River Levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Pajaro River Levee pursuant CEQA Guideline 15269(c).
2. Approving an Agreement with Don Chapin Company Inc. for an amount not to exceed \$300,000, for emergency repair and protection of the Pajaro River Levee's left bank; and
3. Authorizing the Interim General Manager to execute the Agreement with Don Chapin Company Inc., upon County Counsel review and approval of the Agreement.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

1. Find that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Pajaro River Levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at Pajaro River Levee pursuant CEQA Guideline 15269(c).
2. Approve an Agreement with Don Chapin Company Inc. for an amount not to exceed \$300,000, for emergency repair and protection of the Pajaro River Levee's left bank; and
3. Authorize the Interim General Manager to execute the Agreement with Don Chapin Company Inc., upon County Counsel review and approval of the Agreement.

SUMMARY/DISCUSSION:

Storm events during January 2023 resulted in the Pajaro River experiencing high flows and high-water elevations within the river channel. The levee top and landside slope experienced erosion damage due to overtopping and piping of water through the levee at river mile 9.5. With the potential for additional

large storm events this winter, additional high-water events in the river channel could further damage the levee from erosion leading to levee failure. Failure of the Pajaro River Levee's left bank during high flows would lead to flooding of the Pajaro Community and surrounding area.

The California Environmental Quality Act (CEQA) Guidelines Section 15269 (b) and (c) exempt projects that consist of:

- (b) Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency.
- (c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.

Proceeding with emergency repair and protective measures for the Pajaro River Levee left bank will provide near term protection from high flow events and potential erosion of the levee roadway and slopes leading to a possible levee failure and flooding of the Pajaro Community. Specifically, these repairs and protective measures will include: removal of emergency measures installed including sandbag rings, emergency spillway and slope stability measures; repair of levee slopes and road surface destabilized due to erosion from high flow and emergency traffic during flood fights.

OTHER AGENCY INVOLVEMENT:

Federal Emergency Management Agency (FEMA), U.S. Army Corps, California Office Emergency Services (CalOES).

FINANCING:

On January 31, 2023, the Monterey County Board of Supervisors approved a short-term cash advance of \$7 million for storm related expenses and repairs. Reimbursement of Agency expenses is being pursued from FEMA. Coordination with FEMA is ongoing as of this writing, and further details regarding FEMA reimbursement will be presented at the Board meeting.

Prepared by: Mark Foxworthy, Associate Water Resources Engineer, (831) 755-4860

Approved by: _____
Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Board Order



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-023

February 02, 2023

Introduced: 1/31/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Consider Finding that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Pajaro River Levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Pajaro River Levee pursuant CEQA Guideline 15269(c).
2. Approving an Agreement with Don Chapin Company Inc. for an amount not to exceed \$300,000, for emergency repair and protection of the Pajaro River Levee's left bank; and
3. Authorizing the Interim General Manager to execute the Agreement with Don Chapin Company Inc., upon County Counsel review and approval of the Agreement.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

1. Find that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Pajaro River Levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at Pajaro River Levee pursuant CEQA Guideline 15269(c).
2. Approve an Agreement with Don Chapin Company Inc. for an amount not to exceed \$300,000, for emergency repair and protection of the Pajaro River Levee's left bank; and
3. Authorize the Interim General Manager to execute the Agreement with Don Chapin Company Inc., upon County Counsel review and approval of the Agreement.

SUMMARY/DISCUSSION:

Storm events during January 2023 resulted in the Pajaro River experiencing high flows and high-water elevations within the river channel. The levee top and landside slope experienced erosion damage due to overtopping and piping of water through the levee at river mile 9.5. With the potential for additional

large storm events this winter, additional high-water events in the river channel could further damage the levee from erosion leading to levee failure. Failure of the Pajaro River Levee’s left bank during high flows would lead to flooding of the Pajaro Community and surrounding area.

The California Environmental Quality Act (CEQA) Guidelines Section 15269 (b) and (c) exempt projects that consist of:

- (b) Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency.
- (c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.

Proceeding with emergency repair and protective measures for the Pajaro River Levee left bank will provide near term protection from high flow events and potential erosion of the levee roadway and slopes leading to a possible levee failure and flooding of the Pajaro Community. Specifically, these repairs and protective measures will include: removal of emergency measures installed including sandbag rings, emergency spillway and slope stability measures; repair of levee slopes and road surface destabilized due to erosion from high flow and emergency traffic during flood fights.

OTHER AGENCY INVOLVEMENT:

Federal Emergency Management Agency (FEMA), U.S. Army Corps, California Office Emergency Services (CalOES).

FINANCING:

On January 31, 2023, the Monterey County Board of Supervisors approved a short-term cash advance of \$7 million for storm related expenses and repairs. Reimbursement of Agency expenses is being pursued from FEMA. Coordination with FEMA is ongoing as of this writing, and further details regarding FEMA reimbursement will be presented at the Board meeting.

Prepared by: Mark Foxworthy, Associate Water Resources Engineer, (831) 755-4860

Approved by: 
DocuSigned by:
831A724C33274DD
 Lew Bauman, Interim General Manager, (831) 755-4860

Legistar File Number: WRAG 23-023

Attachments:

1. Board Order



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _____

**Find that emergency repairs are necessary to maintain)
service essential to the public health, safety or welfare)
at the Pajaro Levee pursuant CEQA Guideline 15269(b); and)**

**Find that Specific actions are necessary to prevent or mitigate)
an emergency at the Pajaro River Levee pursuant CEQA)
Guideline 15269(c).)**

**Approve an Agreement with Don Chapin Company Inc. for)
an amount not to exceed \$300,000, for emergency repair and)
protection of the Pajaro River Levee’s left bank; and)**

**Authorizing the Interim General Manager to execute the)
Agreement with Don Chapin Company Inc., upon County)
Counsel review and approval of the Agreement.)**

Upon motion of Director _____, seconded by Director _____, and carried by those members present, the Board of Directors hereby:

1. Find that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Pajaro River Levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at Pajaro River Levee pursuant CEQA Guideline 15269(c).
2. Approve an Agreement with Don Chapin Company Inc. for an amount not to exceed \$300,000, for emergency repair and protection of the Pajaro River Levee’s left bank; and
3. Authorize the Interim General Manager to execute the Agreement with Don Chapin Company Inc., upon County Counsel review and approval of the Agreement.

PASSED AND ADOPTED on this 1st day of **February 2023**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Ballie, Chair
Board of Directors

ATTEST: Lew Bauman
Interim General Manager



County of Monterey

Item No.5

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-020

February 02, 2023

Introduced: 1/30/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Consider finding that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(c).

2. Authorizing the Interim General Manager to enter into an Agreement, subject to review and approval of County Counsel, with a California Class A General Engineering Contractor for an amount not to exceed \$500,000, for emergency repair and protection of the Salinas River Lagoon slide gate levee.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

1. Finding that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(c).

2. Authorizing the Interim General Manager to enter into an Agreement, subject to review and approval of County Counsel, with a California Class A General Engineering Contractor for an amount not to exceed \$500,000, for emergency repair and protection of the Salinas River Lagoon slide gate levee.

SUMMARY/DISCUSSION:

The Salinas River Lagoon slide gate (Lagoon) levee was severely eroded, and its function compromised during January 2023 storms and requires emergency protective measures to prevent levee failure. With the potential for additional large storm events this winter, additional high Salinas River flows, high tides, and/or large storm surges could continue to damage the levee to the point of failure. Levee failure would put numerous properties and infrastructure facilities at risk of flooding. Property at risk due to flooding include residences, businesses, and agricultural lands adjacent to Molera Road, in Moss Landing, in Castroville, and to the farmland areas southeast of Castroville. Infrastructure at risk due to flooding include culverts, bridges, and tide gates in the Old Salinas River channel, Tembladero, Merritt, and Espinosa slough/creek areas.

The Lagoon levee erosion is located in several sections: the farmland side of the entire north-south portion of levee, the farmland side of several sections on the east-west running portion of the levee, and several sections on both the farmland and seaward sides of the levee adjacent to the slide gate. If any of these portions were subject to additional high water, tidal wave action, and/or storm surges, levee failure could occur. Reconstruction of the levee embankment and placement of rock slope protection would stabilize the levee and prevent additional erosion and failure.

The California Environmental Quality Act (CEQA) Guidelines Section 15269 (b) and (c) exempt projects that consist of:

(b) Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency.

(c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.

Proceeding with emergency repair and protective measures for the Salinas River Lagoon slide gate levee will provide near term erosion protection on the landward side of the levee, preventing erosion advancement toward the seaward side of the levee which could lead to levee failure. These actions would prevent a levee failure emergency and maintain essential levee function.

Agency staff has engaged ENGEO Incorporated to provide engineering design services through an Emergency Purchase Order in the amount of \$50,000, within General Manager approval authority. Once a design is finalized and upon approval of these actions, receipt of necessary permits, and confirmation of Federal Emergency Management Agency (FEMA) reimbursement of expenses and construction contracting requirements, California Class A General Engineering Contractor will provide materials and labor to reconstruct the levee.

OTHER AGENCY INVOLVEMENT:

County of Monterey (short-term loan agreement); FEMA (reimbursement and contracting requirements); U.S. Army Corps of Engineers (Regional General Permit 5 for Repair and Protection Activities in Emergency Situations); Regional Water Quality Control Board (Emergency Project Application).

FINANCING:

On January 31, 2023, the Monterey County Board of Supervisors approved a short-term cash advance of \$7 million for storm related expenses and repairs. Reimbursement of Agency expenses is being pursued from FEMA. Coordination with FEMA is ongoing as of this writing, and further details regarding FEMA reimbursement will be presented at the Board meeting.

Prepared by: Alex Henson, Associate Water Resources Engineer, (831) 755-4874

Approved by: _____
Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Board Order



County of Monterey

Item No.4

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-020

February 02, 2023

Introduced: 1/30/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Consider finding that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(c).

2. Authorizing the Interim General Manager to enter into an Agreement, subject to review and approval of County Counsel, with a California Class A General Engineering Contractor for an amount not to exceed \$500,000, for emergency repair and protection of the Salinas River Lagoon slide gate levee.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

1. Finding that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(c).

2. Authorizing the Interim General Manager to enter into an Agreement, subject to review and approval of County Counsel, with a California Class A General Engineering Contractor for an amount not to exceed \$500,000, for emergency repair and protection of the Salinas River Lagoon slide gate levee.

SUMMARY/DISCUSSION:

The Salinas River Lagoon slide gate (Lagoon) levee was severely eroded, and its function compromised during January 2023 storms and requires emergency protective measures to prevent levee failure. With the potential for additional large storm events this winter, additional high Salinas River flows, high tides, and/or large storm surges could continue to damage the levee to the point of failure. Levee failure would put numerous properties and infrastructure facilities at risk of flooding. Property at risk due to flooding include residences, businesses, and agricultural lands adjacent to Molera Road, in Moss Landing, in Castroville, and to the farmland areas southeast of Castroville. Infrastructure at risk due to flooding include culverts, bridges, and tide gates in the Old Salinas River channel, Tembladero, Merritt, and Espinosa slough/creek areas.

The Lagoon levee erosion is located in several sections: the farmland side of the entire north-south portion of levee, the farmland side of several sections on the east-west running portion of the levee, and several sections on both the farmland and seaward sides of the levee adjacent to the slide gate. If any of these portions were subject to additional high water, tidal wave action, and/or storm surges, levee failure could occur. Reconstruction of the levee embankment and placement of rock slope protection would stabilize the levee and prevent additional erosion and failure.

The California Environmental Quality Act (CEQA) Guidelines Section 15269 (b) and (c) exempt projects that consist of:

- (b) Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency.
- (c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.

Proceeding with emergency repair and protective measures for the Salinas River Lagoon slide gate levee will provide near term erosion protection on the landward side of the levee, preventing erosion advancement toward the seaward side of the levee which could lead to levee failure. These actions would prevent a levee failure emergency and maintain essential levee function.

Agency staff has engaged ENGEO Incorporated to provide engineering design services through an Emergency Purchase Order in the amount of \$50,000, within General Manager approval authority. Once a design is finalized and upon approval of these actions, receipt of necessary permits, and confirmation of Federal Emergency Management Agency (FEMA) reimbursement of expenses and construction contracting requirements, California Class A General Engineering Contractor will provide materials and labor to reconstruct the levee.

OTHER AGENCY INVOLVEMENT:

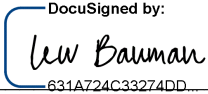
County of Monterey (short-term loan agreement); FEMA (reimbursement and contracting requirements); U.S. Army Corps of Engineers (Regional General Permit 5 for Repair and Protection Activities in Emergency Situations); Regional Water Quality Control Board (Emergency Project Application).

FINANCING:

On January 31, 2023, the Monterey County Board of Supervisors approved a short-term cash advance of \$7 million for storm related expenses and repairs. Reimbursement of Agency expenses is being pursued from FEMA. Coordination with FEMA is ongoing as of this writing, and further details regarding FEMA reimbursement will be presented at the Board meeting.

Legistar File Number: WRAG 23-020

Prepared by: Alex Henson, Associate Water Resources Engineer, (831) 755-4874

Approved by: 
631A724C33274DD...
Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Board Order



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _____

- 1. FIND THAT:)
 - A. EMERGENCY REPAIRS ARE NECESSARY TO MAINTAIN SERVICE ESSENTIAL TO THE)
PUBLIC HEALTH, SAFETY OR WELFARE AT THE SALINAS RIVER LAGOON SLIDE GATE)
LEVEE PURSUANT CEQA GUIDELINE 15269(B); AND)
 - B. SPECIFIC ACTIONS ARE NECESSARY TO PREVENT OR MITIGATE AN EMERGENCY)
AT THE SALINAS RIVER LAGOON SLIDE GATE LEVEE PURSUANT CEQA GUIDELINE 15269(C);)
- 2. AUTHORIZE THE INTERIM GENERAL MANAGER TO ENTER INTO AN AGREEMENT, SUBJECT)
TO REVIEW AND APPROVAL OF COUNTY COUNSEL, WITH A CALIFORNIA CLASS A GENERAL)
ENGINEERING CONTRACTOR FOR AN AMOUNT NOT TO EXCEED \$500,000, FOR EMERGENCY)
REPAIR AND PROTECTION OF THE SALINAS RIVER LAGOON SLIDE GATE LEVEE.)

Upon motion of Director _____, seconded by Director _____, and carried by those members present, the Board of Directors hereby:

- 1. Finds that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Salinas River Lagoon slide gate levee pursuant CEQA Guideline 15269(c); and
- 2. Authorizes the Interim General Manager to enter into an Agreement, subject to review and approval of County Counsel, with a California Class A General Engineering Contractor for an amount not to exceed \$500,000, for emergency repair and protection of the Salinas River Lagoon slide gate levee.

PASSED AND ADOPTED on this 1st day of **February, 2023** by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Ballie, Chair
Board of Directors

ATTEST: Lew Bauman
Interim General Manager



County of Monterey

Item No.6

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-019

February 02, 2023

Introduced: 1/30/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Consider Approving an Agreement for Professional Services with GEI Consultants, Inc, in the amount of \$200,000 for engineering and other related services necessary to accomplish emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and
2. Authorizing the Interim General Manager to execute the Agreement, upon County Counsel review and approval.

RECOMMENDATION:

It is recommended that the Monterey County Water resource Agency Board of Directors:

1. Approving an Agreement for Professional Services with GEI Consultants, Inc, in the amount of \$200,000 for engineering and other related services necessary to accomplish emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and
2. Authorizing the Interim General Manager to execute the Agreement, upon County Counsel review and approval.

SUMMARY/DISCUSSION:

Storm events during January 2023 resulted in the rapid filling of Nacimiento Reservoir requiring spillway discharges up to approximately 3,000 cubic feet per second causing new erosion along the left plunge pool bank. With the potential for additional large storm events this winter, further spillway discharges could further erode plunge pool banks, including potential erosion towards the left side of the spillway along the highly erodible Monterey Formation bank material. If left bank erosion of the Monterey Formation encroaches upon the spillway, impacts could create spillway instability and a dam safety concern. Rock protection along the left bank is needed to stabilize the area and prevent erosion towards the spillway, and towards an existing PG&E power pole located on the left bank in the near term from additional storm inflow that could occur this winter. Rock protection in two unprotected areas on the right bank would also stabilize the right bank slopes in the near term from erosion towards the toe of Nacimiento Dam.

Proceeding with emergency repair and protective measures for the Nacimiento Dam spillway plunge pool left and right banks will provide near term protection from erosion encroachment upon the spillway and dam toe, preventing a possible emergency and maintaining essential spillway and dam functions.

Upon Agency staff request in mid-January, an Emergency Purchase Order was approved by the County Purchasing Agent with the consulting engineering firm GEI Consultants, Inc. to perform engineering evaluation and preparation of plans and specifications for emergency protective measures

for the Nacimiento Dam Spillway plunge pool left and right banks.

This action will approve a standard Agreement for Professional Services with GEI Consultants, Inc. for an amount not to exceed \$200,000 for design of protective measures, construction management assistance, construction field inspection and documentation, and other services as needed. To date, GEI Consultants, Inc. costs are estimated at about \$24,000 for design services, which would be paid from this Agreement.

Upon approval of this action, receipt of necessary permits, and confirmation of Federal Emergency Management Agency (FEMA) reimbursement of expenses and construction contracting requirements, construction of protective measures on the Nacimiento Dam spillway plunge pool left and right banks are planned to proceed.

OTHER AGENCY INVOLVEMENT:

FEMA (reimbursement and contracting requirements); U.S. Army Corps of Engineers (Regional General Permit 5 for Repair and Protection Activities in Emergency Situations); Regional Water Quality Control Board (Emergency Project Application).

FINANCING:

On January 31, 2023, the Monterey County Board of Supervisors approved a short-term cash advance of \$7 million for storm related expenses and repairs. Reimbursement of Agency expenses is being pursued from FEMA. Coordination with FEMA is ongoing as of this writing, and further details regarding FEMA reimbursement will be presented at the Board meeting.

Prepared by: Chris Moss, Senior Water Resources Engineer, (831) 755-4860

Approved by: _____
Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Board Order



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-019

February 02, 2023

Introduced: 1/30/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Consider Approving an Agreement for Professional Services with GEI Consultants, Inc, in the amount of \$200,000 for engineering and other related services necessary to accomplish emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and
2. Authorizing the Interim General Manager to execute the Agreement, upon County Counsel review and approval.

RECOMMENDATION:

It is recommended that the Monterey County Water resource Agency Board of Directors:

1. Approving an Agreement for Professional Services with GEI Consultants, Inc, in the amount of \$200,000 for engineering and other related services necessary to accomplish emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and
2. Authorizing the Interim General Manager to execute the Agreement, upon County Counsel review and approval.

SUMMARY/DISCUSSION:

Storm events during January 2023 resulted in the rapid filling of Nacimiento Reservoir requiring spillway discharges up to approximately 3,000 cubic feet per second causing new erosion along the left plunge pool bank. With the potential for additional large storm events this winter, further spillway discharges could further erode plunge pool banks, including potential erosion towards the left side of the spillway along the highly erodible Monterey Formation bank material. If left bank erosion of the Monterey Formation encroaches upon the spillway, impacts could create spillway instability and a dam safety concern. Rock protection along the left bank is needed to stabilize the area and prevent erosion towards the spillway, and towards an existing PG&E power pole located on the left bank in the near term from additional storm inflow that could occur this winter. Rock protection in two unprotected areas on the right bank would also stabilize the right bank slopes in the near term from erosion towards the toe of Nacimiento Dam.

Proceeding with emergency repair and protective measures for the Nacimiento Dam spillway plunge pool left and right banks will provide near term protection from erosion encroachment upon the spillway and dam toe, preventing a possible emergency and maintaining essential spillway and dam functions.

Upon Agency staff request in mid-January, an Emergency Purchase Order was approved by the County Purchasing Agent with the consulting engineering firm GEI Consultants, Inc. to perform engineering evaluation and preparation of plans and specifications for emergency protective measures

for the Nacimiento Dam Spillway plunge pool left and right banks.

This action will approve a standard Agreement for Professional Services with GEI Consultants, Inc. for an amount not to exceed \$200,000 for design of protective measures, construction management assistance, construction field inspection and documentation, and other services as needed. To date, GEI Consultants, Inc. costs are estimated at about \$24,000 for design services, which would be paid from this Agreement.

Upon approval of this action, receipt of necessary permits, and confirmation of Federal Emergency Management Agency (FEMA) reimbursement of expenses and construction contracting requirements, construction of protective measures on the Nacimiento Dam spillway plunge pool left and right banks are planned to proceed.


OTHER AGENCY INVOLVEMENT:

FEMA (reimbursement and contracting requirements); U.S. Army Corps of Engineers (Regional General Permit 5 for Repair and Protection Activities in Emergency Situations); Regional Water Quality Control Board (Emergency Project Application).

FINANCING:

On January 31, 2023, the Monterey County Board of Supervisors approved a short-term cash advance of \$7 million for storm related expenses and repairs. Reimbursement of Agency expenses is being pursued from FEMA. Coordination with FEMA is ongoing as of this writing, and further details regarding FEMA reimbursement will be presented at the Board meeting.

Prepared by: Chris Moss, Senior Water Resources Engineer, (831) 755-4860

Approved by: 
Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

- 1. Board Order



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _____

- 1. APPROVE AN AGREEMENT FOR PROFESSIONAL SERVICES)**
- WITH GEI CONSULTANTS, INC, IN THE AMOUNT OF \$200,000)**
- FOR ENGINEERING AND OTHER RELATED SERVICES NECESSARY)**
- TO ACCOMPLISH EMERGENCY REPAIR AND PROTECTION OF THE)**
- NACIMIENTO DAM SPILLWAY PLUNGE POOL BANKS; AND)**
- 2. AUTHORIZE THE INTERIM GENERAL MANAGER TO EXECUTE)**
- THE AGREEMENT, UPON COUNTY COUNSEL REVIEW AND APPROVAL)**

Upon motion of Director _____, seconded by Director _____, and carried by those members present, the Board of Directors hereby:

- 1. Approves an Agreement for Professional Services with GEI Consultants, Inc, in the amount of \$200,000 for engineering and other related services necessary to accomplish emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and
- 2. Authorizes the Interim General Manager to execute the Agreement, upon County Counsel review and approval.

PASSED AND ADOPTED on this **1st** day of **February, 2023** by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Ballie, Chair
Board of Directors

ATTEST: Lew Bauman
Interim General Manager



County of Monterey

Item No.7

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-021

February 02, 2023

Introduced: 1/30/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Consider Finding that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(c).
2. Approving an Agreement with Whitaker Construction Group, Inc. for an amount not to exceed \$2,000,000, for emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and
3. Authorizing the Interim General Manager to execute the Agreement with Whitaker Construction Group, Inc., upon County Counsel review and approval of the Agreement; and
4. Authorizing the Interim General Manager to execute Change Orders to the Agreement totaling up to \$1,000,000.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

1. Find that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(c).
2. Approve an Agreement with Whitaker Construction Group, Inc. for an amount not to exceed \$2,000,000, for emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and
3. Authorize the Interim General Manager to execute the Agreement with Whitaker Construction Group, Inc., upon County Counsel review and approval of the Agreement; and
4. Authorize the Interim General Manager to execute Change Orders to the Agreement totaling up to \$1,000,000.

SUMMARY/DISCUSSION:

Storm events during January 2023 resulted in the rapid filling of Nacimiento Reservoir requiring spillway discharges up to approximately 3,000 cubic feet per second causing new erosion along the left plunge pool bank. With the potential for additional large storm events this winter, further spillway discharges could further erode plunge pool banks, including potential erosion towards the left side of the spillway along the highly erodible Monterey Formation bank material. If left bank erosion of the Monterey Formation encroaches upon the spillway, impacts could create spillway instability and a dam safety concern. Rock protection along the left bank is needed to stabilize the area and prevent erosion towards the spillway, and towards an existing PG&E power pole located on the left bank in the near term from additional storm inflow that could occur this winter. Rock protection in two unprotected areas on the right bank would also stabilize the right bank slopes in the near term from erosion towards the toe of Nacimiento Dam.

The California Environmental Quality Act (CEQA) Guidelines Section 15269 (b) and (c) exempt projects that consist of:

- (b) Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency.
- (c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.

Proceeding with emergency repair and protective measures for the Nacimiento Dam Spillway plunge pool left and right banks will provide near term protection from erosion encroachment upon the spillway and dam toe, preventing a possible emergency and maintaining essential spillway and dam functions.

Upon approval of these actions, receipt of necessary permits, and confirmation of Federal Emergency Management Agency (FEMA) reimbursement of expenses and construction contracting requirements, Whitaker Construction Group, Inc., of Paso Robles, California, will provide and place rock slope protection on the Nacimiento Dam spillway plunge pool left and right banks to an elevation of 618 feet to protect against erosion from spillway discharge estimated up to approximately 8,000 cubic feet per second, the highest historical spillway discharge.

OTHER AGENCY INVOLVEMENT:

FEMA (reimbursement and contracting requirements); U.S. Army Corps of Engineers (Regional General Permit 5 for Repair and Protection Activities in Emergency Situations); Regional Water Quality Control Board (Emergency Project Application).

FINANCING:

On January 31, 2023, the Monterey County Board of Supervisors approved a short-term cash advance of \$7 million for storm related expenses and repairs. Reimbursement of Agency expenses is being pursued from FEMA. Coordination with FEMA is ongoing as of this writing, and further details regarding FEMA reimbursement will be presented at the Board meeting.

Prepared by: Chris Moss, Senior Water Resources Engineer, (831) 755-4860

Approved by: _____
Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Board Order



*Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California*

BOARD ORDER No. _____

- 1. FINDS THAT:)
 - a. EMERGENCY REPAIRS ARE NECESSARY TO MAINTAIN SERVICE ESSENTIAL TO THE PUBLIC)
HEALTH, SAFETY OR WELFARE AT THE NACIMIENTO DAM SPILLWAY PLUNGE POOL)
PURSUANT CEQA GUIDELINE 15269(B); AND)
 - b. SPECIFIC ACTIONS ARE NECESSARY TO PREVENT OR MITIGATE AN EMERGENCY AT THE)
NACIMIENTO DAM SPILLWAY PLUNGE POOL PURSUANT CEQA GUIDELINE 15269(C).)
- 2. APPROVE AN AGREEMENT WITH WHITAKER CONSTRUCTION GROUP, INC. FOR AN AMOUNT)
NOT TO EXCEED \$2,000,000, FOR EMERGENCY REPAIR AND PROTECTION OF THE NACIMIENTO)
DAM SPILLWAY PLUNGE POOL BANKS; AND)
- 3. AUTHORIZE THE INTERIM GENERAL MANAGER TO EXECUTE THE AGREEMENT WITH WHITAKER)
CONSTRUCTION GROUP, INC., UPON COUNTY COUNSEL REVIEW AND APPROVAL OF THE)
AGREEMENT; AND)
- 4. AUTHORIZE THE INTERIM GENERAL MANAGER TO EXECUTE CHANGE ORDERS TO THE)
AGREEMENT TOTALING UP TO \$1,000,000.)

Upon motion of Director _____, seconded by Director _____, and carried by those members present, the Board of Directors hereby:

- 1. Finds that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(c).
- 2. Approves an Agreement with Whitaker Construction Group, Inc. for an amount not to exceed \$2,000,000, for emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and
- 3. Authorizes the Interim General Manager to execute the Agreement with Whitaker Construction Group, Inc., upon County Counsel review and approval of the Agreement; and
- 4. Authorizes the Interim General Manager to execute Change Orders to the Agreement totaling up to \$1,000,000.

PASSED AND ADOPTED on this 1st day of **February, 2023** by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: John Ballie, Chair
Board of Directors

ATTEST: Lew Bauman
Interim General Manager



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-021

February 02, 2023

Introduced: 1/30/2023

Current Status: Agenda Ready

Version: 1

Matter Type: WR General Agenda

1. Consider Finding that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(c).
2. Approving an Agreement with Whitaker Construction Group, Inc. for an amount not to exceed \$2,000,000, for emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and
3. Authorizing the Interim General Manager to execute the Agreement with Whitaker Construction Group, Inc., upon County Counsel review and approval of the Agreement; and
4. Authorizing the Interim General Manager to execute Change Orders to the Agreement totaling up to \$1,000,000.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Directors:

1. Find that:
 - a. Emergency repairs are necessary to maintain service essential to the public health, safety or welfare at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(b); and
 - b. Specific actions are necessary to prevent or mitigate an emergency at the Nacimiento Dam spillway plunge pool pursuant CEQA Guideline 15269(c).
2. Approve an Agreement with Whitaker Construction Group, Inc. for an amount not to exceed \$2,000,000, for emergency repair and protection of the Nacimiento Dam spillway plunge pool banks; and
3. Authorize the Interim General Manager to execute the Agreement with Whitaker Construction Group, Inc., upon County Counsel review and approval of the Agreement; and
4. Authorize the Interim General Manager to execute Change Orders to the Agreement totaling up to \$1,000,000.

SUMMARY/DISCUSSION:

Storm events during January 2023 resulted in the rapid filling of Nacimiento Reservoir requiring spillway discharges up to approximately 3,000 cubic feet per second causing new erosion along the left plunge pool bank. With the potential for additional large storm events this winter, further spillway discharges could further erode plunge pool banks, including potential erosion towards the left side of the spillway along the highly erodible Monterey Formation bank material. If left bank erosion of the Monterey Formation encroaches upon the spillway, impacts could create spillway instability and a dam safety concern. Rock protection along the left bank is needed to stabilize the area and prevent erosion towards the spillway, and towards an existing PG&E power pole located on the left bank in the near term from additional storm inflow that could occur this winter. Rock protection in two unprotected areas on the right bank would also stabilize the right bank slopes in the near term from erosion towards the toe of Nacimiento Dam.

The California Environmental Quality Act (CEQA) Guidelines Section 15269 (b) and (c) exempt projects that consist of:

- (b) Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency.
- (c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.

Proceeding with emergency repair and protective measures for the Nacimiento Dam Spillway plunge pool left and right banks will provide near term protection from erosion encroachment upon the spillway and dam toe, preventing a possible emergency and maintaining essential spillway and dam functions.

Upon approval of these actions, receipt of necessary permits, and confirmation of Federal Emergency Management Agency (FEMA) reimbursement of expenses and construction contracting requirements, Whitaker Construction Group, Inc., of Paso Robles, California, will provide and place rock slope protection on the Nacimiento Dam spillway plunge pool left and right banks to an elevation of 618 feet to protect against erosion from spillway discharge estimated up to approximately 8,000 cubic feet per second, the highest historical spillway discharge.

OTHER AGENCY INVOLVEMENT:

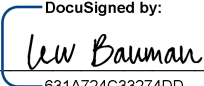
FEMA (reimbursement and contracting requirements); U.S. Army Corps of Engineers (Regional General Permit 5 for Repair and Protection Activities in Emergency Situations); Regional Water Quality Control Board (Emergency Project Application).

Legistar File Number: WRAG 23-021

FINANCING:

On January 31, 2023, the Monterey County Board of Supervisors approved a short-term cash advance of \$7 million for storm related expenses and repairs. Reimbursement of Agency expenses is being pursued from FEMA. Coordination with FEMA is ongoing as of this writing, and further details regarding FEMA reimbursement will be presented at the Board meeting.

Prepared by: Chris Moss, Senior Water Resources Engineer, (831) 755-4860

Approved by: 
Lew Bauman, Interim General Manager, (831) 755-4860

Attachments:

1. Board Order



County of Monterey

Item No.8

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: WRAG 23-022

February 01, 2023

Introduced: 1/31/2023

Current Status: Draft

Version: 1

Matter Type: WR General Agenda

- General Storm Update
- Other