



Meeting Date: 07/18/06

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s).	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s).	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other	<input type="checkbox"/> Other

Prepared By: Mark S. Norris

Agenda Item No. I-8

Reviewed By: City Manager

Gillig

City Attorney

Finance

Public Works Director

Ortega

DATE: July 5, 2006

TO: City Council

FROM: Mark S. Norris, Assistant Public Works Director
Public Works Department

SUBJECT: First Amendment to Agreement for Trade Services with Natural Resource Protection, Inc.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the first amendment to an Agreement (No. 3642-05-PW) with Natural Resource Protection, Inc. (NRP), extending the agreement from July 1, 2006 to June 30, 2007 in the amount of \$487,681 for fats, oils & grease and hydrogen sulfide control services, so that the total amount of the agreement is \$825,306.

DISCUSSION

On October 1, 2005, the City executed an agreement with NRP, to provide fats, oils & grease and hydrogen sulfide control services within the wastewater conveyance system and at the Treatment Plant. These services help to reduce the accumulation of grease within the conveyance system and at the Treatment Plant and in turn, the potential for odor generation and wastewater overflows. NRP provides the treatment chemical (Bio-Kat) and provide and maintains the dispensing units (which are located at strategic points throughout the City's system). The vendor has performed the services satisfactorily and the treatment chemical is having the desired impact on the City's system. Therefore, staff recommends that City Council approve a one-year extension at a cost not to exceed \$487,681.

FINANCIAL IMPACT

There are sufficient funds in Acct # 621-6202 to cover the current year's cost of expenses. No additional appropriations are requested with this agreement.

**FIRST AMENDMENT TO AGREEMENT
FOR TRADE SERVICES**

This First Amendment to Agreement for Trade Services, dated June 28, 2006, is entered into by and between the City of Oxnard, a municipal corporation ("City"), and Natural Resource Protection, Inc. ("Vendor"), and amends that certain Agreement for Trade Services ("the Agreement") entered into on the 1st day of October, 2005.

City and Vendor agree that the Agreement is amended as follows:

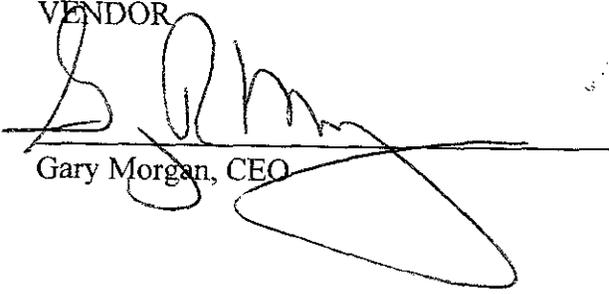
1. In section 2 of the Agreement, the expiration date of "June 30, 2006" is deleted and replaced with the date "June 30, 2007".
2. Section 3 of the Agreement is amended to read: "City shall pay Vendor in an amount not to exceed \$825,306, at the rate of \$37.00 per million gallons of wastewater flow per month, for the services provided under this Agreement."
3. Subsection a of Section 4 is amended to read: "Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. From October 1, 2005 to June 30, 2006, Vendor shall pay such employee no less than \$12.22 per hour for each hour that such employee provides services under this Agreement and shall provide such employee no less than 96 hours of paid leave per calendar year. For the period July 1, 2006 to June 30, 2007, Vendor shall pay such employee no less than \$12.22 per hour for each hour that such employee provides services under this Agreement, as such hourly rate is adjusted on July 1, 2006, and each July 1 thereafter, according to the percentage change since July 1, 2005, in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year."

City and Vendor further agree that as amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Dr. Thomas F. Holden, Mayor

VENDOR



Gary Morgan, CEO

ATTEST:

Daniel Martinez, City Clerk

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ATTACHMENT # 1
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APPROVED AS TO FORM:

Paula Kumbrell for
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

Marcie Medina
Marcie Medina, Risk Manager

APPROVED AS TO CONTENT:

Mark S. Norris
Mark S. Norris, Project Manager

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ATTACHMENT #1
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