



Meeting Date: 06/26/07

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: Grant Dunne, Management Analyst III *Grant Dunne* Agenda Item No. I-14  
 Reviewed By: City Manager *[Signature]* City Attorney *AH* Finance *SW* Other *[Signature]* *(Specify)*

DATE: June 6, 2007

TO: City Council

FROM: Mark S. Norris, Assistant Public Works Director *[Signature]*  
Public Works

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

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the second amendment to an Agreement (No. 3642-05-PW) with Natural Resource Protection, Inc. (NRP), extending the agreement from July 1, 2007 to June 30, 2008 in the amount of \$117,694 for fats, oils & grease and hydrogen sulfide control services, so that the total amount of the agreement is \$943,000.

**DISCUSSION**

On October 1, 2005, the City executed an agreement with NRP, to provide fats, oils & grease and hydrogen sulfide control service within the wastewater conveyance system and at the Treatment Plant. These services help to reduce the accumulation of grease at the Treatment Plant and in turn, the potential for odor generation. NRP provides the treatment chemical (Bio-Kat) and also provides and maintains the dispensing units (which are located at strategic points throughout the City's system). The vendor has performed these 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 \$117,694.

**FINANCIAL IMPACT**

Sufficient funds are proposed for appropriation in the FY 2007-08 Budget in Acct # 621-6202 to cover the cost of expenses. No additional appropriations are requested with this agreement.

GD

Attachment #1 – Second Amendment to Agreement No. 3642-05-PW

**000081**

**SECOND AMENDMENT TO AGREEMENT  
FOR TRADE SERVICES**

This Second Amendment to Agreement for Trade Services, dated June 26 2007, 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 1<sup>st</sup> 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, 2007" is deleted and replaced with the date "June 30, 2008".
2. Section 3 of the Agreement is amended to read: "City shall pay Vendor in an amount not to exceed \$918,306, 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. While this Agreement is in effect, Vendor shall pay such employee no less than \$12.88 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 in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. 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:

VENDOR:

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

\_\_\_\_\_  
Gary Morgan, CEO

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Gary L. Gilling, City Attorney

\_\_\_\_\_  
Susan Winder, Interim Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ken Ortega, Public Works Director

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Mark S. Norris, Project Manager

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