

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
Council Chambers, 305 West Third Street
July 5, 2018
Special Meeting - 9:00 AM

A. ROLL CALL/POSTING OF AGENDA

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

C. PUBLIC COMMENTS ON REPORT ITEM

A person may address the legislative body only on matters appearing on the report item. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body.

D. REPORTS

Public Works Department

1. SUBJECT: Fifth Amendment to Agreement No. 7620, Aquatic Bioassay and Consulting Laboratories, Inc. (10/10/10)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute the Fifth Amendment to Agreement No. 7620 with Aquatic Bioassay and Consulting Laboratory, Inc. in the amount of \$72,650 for monitoring services in Channel Islands Harbor.
2. Approve a budget appropriation from General Fund reserves in the amount of \$72,650 to fund the Fifth Amendment to Agreement No. 7620.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: 385-8055

E. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803.

City of Oxnard internet address: www.oxnard.org.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.:

DATE: July 5, 2018

TO: City Council

THROUGH: Jesús Nava
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Fifth Amendment to Agreement No. 7620, Aquatic Bioassay and Consulting Laboratories, Inc.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, 385-8055

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute the Fifth Amendment to Agreement No. 7620 with Aquatic Bioassay and Consulting Laboratory, Inc. in the amount of \$72,650 for monitoring services in Channel Islands Harbor.
2. Approve a budget appropriation from General Fund reserves in the amount of \$72,650 to fund the Fifth Amendment to Agreement No. 7620.

BACKGROUND

The seawater in the Channel Islands Harbor area currently has a distinct brown color, odor of decay, and the potential to become unhealthy for humans per complaints lodged by the Channel Islands Harbor residents to the City. The areas most affected are in the back basins. Residents indicate the odor and color issues started after the shutdown of the NRG Mandalay Power Plant (NRG). Residents are concerned the lack of water circulation after the NRG pumps were shutdown is contributing to fish die-off and water quality issues in the back basin areas.

The scope of work includes water quality sampling of 11 sites in the Channel Islands Harbor area, nutrient analysis, phytoplankton analysis, Chla analysis, program management and presentations to the public.

The work is scheduled to begin immediately. Staff has worked closely with the Channel Islands Neighborhood Council to distribute information and keep the residents informed of the current situation and laboratory results. Aquatic Bioassay and Consulting Laboratory, Inc. is a California state certified laboratory under the California Environmental Laboratories Accreditation Program (ELAP). This is a requirement for laboratories performing work required under regulatory permits.

Agreement No. 7620 with Aquatic Bioassay and Consulting Laboratory, Inc. was initiated in October 2013 after a request for proposals. The initial term of the Agreement was for the period of October 22, 2013, through June 30, 2014. The agreement allowed for up to five (5) one-year extensions. The Agreement was amended on July 8, 2014, by a First Amendment, on July 14, 2015, by a Second Amendment, on July 12, 2016, by a Third Amendment and on June 20, 2017, by a Fourth Amendment. This Fifth Amendment brings the total value of the Agreement to \$2,067,724.

STRATEGIC PRIORITIES

This agenda item is a water quality issue. It does not relate to the four strategic plans adopted by the City Council on May 17, 2018.

FINANCIAL IMPACT

This request will appropriate \$72,650 from General Fund Reserves. The estimated fiscal year-end 2018-19 General Fund Reserves, including this request, will be \$16.7 million.

ATTACHMENTS

Attachment A – Fifth Amendment to Agreement 7620

FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fifth Amendment ("Fifth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of July, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Aquatic Bioassay & Consulting Laboratories, Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on October 22, 2013, by City and Consultant. The Agreement previously has been amended on July 8, 2014, by a First Amendment, on July 14, 2015, by a Second Amendment, on July 12, 2016, by a Third Amendment and on June 20, 2017, by a Fourth Amendment.

City and Consultant agree as follows:

1. Section 1 of the Agreement is deleted and replaced in its entirety with the following:

"Consultant shall furnish City with professional services as more particularly set forth in Exhibits A (including Attachment E, City of Oxnard, Oxnard Wastewater Treatment Plant, NPDES Permit No. CA0054097, Order No. R4-2013-0094, Monitoring and Reporting Program), A1, A2, A3, A4 and A5, all of which are attached hereto and incorporated herein by reference. Exhibit A shall apply only to the work completed between the dates of October 22, 2013, to June 30, 2014. Exhibit A1 shall apply only to the work completed between the dates of July 1, 2014, to June 30, 2015. Exhibit A2 shall apply only to the work completed between the dates of July 1, 2015, to June 30, 2016. Exhibit A3 shall apply only to the work completed between the dates of July 1, 2016, to June 30, 2017. Exhibit A4 shall apply only to the work completed between the dates of July 1, 2017, to June 30, 2018. Exhibit A5 shall apply only to the work completed between the dates of July 1, 2018, to October 31, 2018. "

2. Section 12 of the Agreement is deleted and replaced with the following:

"This Agreement shall have an initial term beginning on October 22, 2013, and will expire on October 31, 2018."

3. Section 14(a) of the Agreement is amended to read as follows:

"City agrees to pay Consultant in an amount not to exceed \$2,067,724 for services provided under this Agreement, at rates provided in Exhibits B (until July 1, 2018) and B-1 (after July 1, 2018) both of which are attached hereto and incorporated by this reference in full herein."

4. As so amended, the Agreement remains in full force and effect.

(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

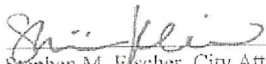
CITY OF OXNARD

☒ Tim Flynn, Mayor _____ Date _____
(if agreement is \$250,000.01 or more)
☒ Jesus Nava, Interim City Manager (if agreement is \$25,000.01-\$250,000.00) _____
☐ Purchasing Agent (if agreement is up to \$25,000.00)

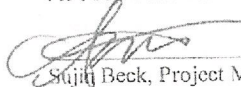
ATTEST:

Michelle Ascencion, City Clerk _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

 _____ 7/2/18
Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

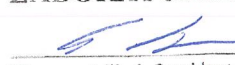
 _____ 7/2/18
Sujit Beck, Project Manager Date

Rosemarie Gaglione _____ Date _____
Public Works Director

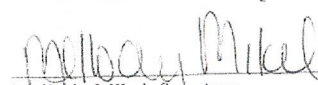
APPROVED AS TO INSURANCE:

Mike More, Risk Manager _____ Date _____

**AQUATIC BIOASSAY & CONSULTING
LABORATORIES, INC.**

 _____
Thomas Mikel, President

7/3/2018
Date

 _____
Melody Mikel, Secretary

07/03/2018
Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT
REMOVE THIS BOX

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

**AQUATIC BIOASSAY & CONSULTING
LABORATORIES, INC.**

☒ Tim Flynn, Mayor _____ Date _____
(if agreement is \$250,000.01 or more)
☒ Jesus Nava, Interim City Manager (if agreement is
\$25,000.01-\$250,000.00)
☐ Purchasing Agent (if agreement is up to \$25,000.00)

Thomas Mikel, President _____ Date _____

Mellody Mikel, Secretary _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

 _____ 7/2/18
Stephen M. Fischer, City Attorney _____ Date

APPROVED AS TO CONTENT:

 _____ 7/2/18
Sujin Beck, Project Manager _____ Date

Rosemarie Gaglione _____ Date _____
Public Works Director

APPROVED AS TO INSURANCE:

Mike More, Risk Manager _____ Date _____

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EXHIBIT A-5

Scope of Work

Task 1: Water Quality Sampling

Consultant shall conduct 3 sampling events at 11 locations at the Channel Islands Harbor for nutrients, phytoplankton, Chla. The sampling effort shall include sample collection and laboratory analyses.

Task 2: Program Management

Consultant shall evaluate sample results from the samples collected by the Consultant. In addition, the City shall provide Consultant with sample results from samples collected and tested by the City which shall be evaluated by the Consultant. Consultant shall provide a letter report summarizing sample results.

Task 3: Public Meeting

Consultant shall attend up to 2 public meetings with the City and the Channel Islands Harbor residents. Consultant shall discuss report findings and potential solutions to mitigate water quality issues at the public meetings.

Program	Phase	Description	Cost	Total
Water Quality Sampling				
Water Quality Monitoring 3 Events	Water Quality Sampling	CTD profiles & water sampling @ 18 sites	\$ 13,545	
	Laboratory Analyses	Nutrients, phytoplankton, Chla	\$ 23,150	
	Program Management	Data management, analysis, reporting	\$ 27,875	\$ 64,570
Public Meetings				
Meetings	Internal and Public	Scott Johnson & Dave Caron	\$ 8,080	\$ 8,080
			TOTAL PROJECT	\$ 72,650



REQUEST FOR BUDGET APPROPRIATION - FY18-19

Department: Finance
Project/Program
Manager: Sandra Burkhart

Date: July 5, 2018
Phone: (805) 385-7496

Reason for Appropriation:

Appropriate \$72,650 from General Fund reserves to fund Aquatic Bioassay and Consulting Laboratory, Inc. Agreement A-7620, Amendment Number 5.

Accounts and Descriptions

AMOUNT

Fund: **General Fund (101)**

Expenditures/Transfers Out

Special Districts (1606)

101-1606-805.82-09 CONTRACTS & SERVICES / PROF SRVC-SPECIAL PROJ 72,650

Sub-total Expenditures 72,650

Net Change to Fund Balance (72,650)

Net Appropriation Change 72,650

Approvals

Department Director

Christine Williams for Jim Throop

Chief Financial Officer

Christine Williams for Jim Throop

City Manager

Channel Islands Harbor Water Quality Issue

July 5, 2018



Recommendation

That the City Council approve and authorize the Mayor to execute the Fifth Amendment to Agreement No. 7620 with Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs)

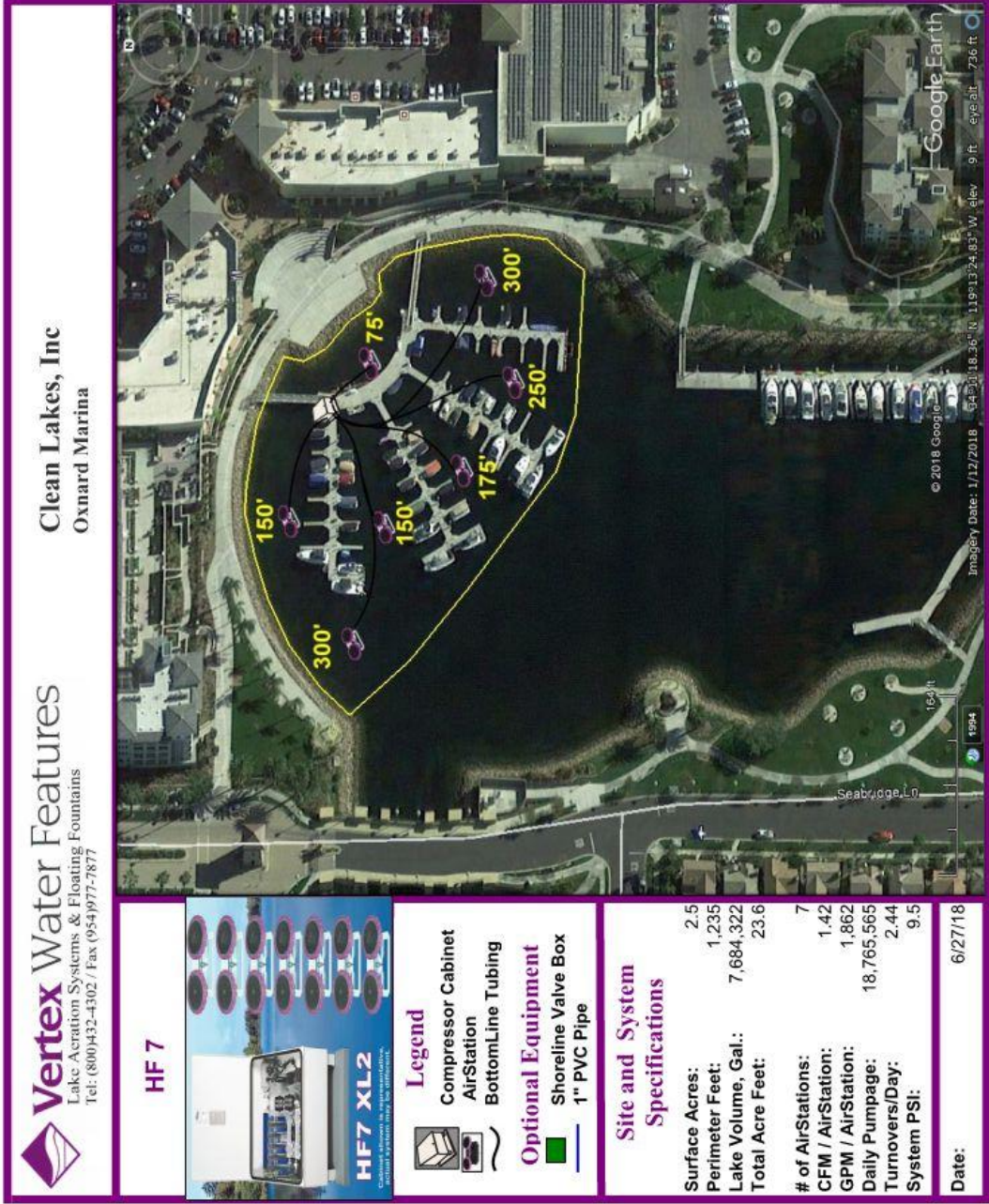
- Environmental Laboratories Accreditation Program (ELAP) certified by State of California
- Conduct water quality monitoring for nutrients, phytoplankton, Chla
- Review and evaluate collected sample results
- Summarize findings in letter report
- Attend and participate public meetings
- Develop solutions to mitigate water quality issues

Water Quality Sampling

- Initial sampling (5 locations)
 - ✓ Bacteria: Not harmful to human health
 - ✓ Nitrogen compounds: None detectable
- Additional sampling (26 locations)
 - ✓ Low dissolved oxygen (<5 parts per million) at WestPort, Seabridge public marina, Mandalay Bay
- Additional parameters
 - ✓ pH, water temperature, salinity, and dissolved oxygen reading at surface elevations & sea bottom

Water Circulation Information

- Recirculation pump infrastructure
 - ✓ Set up for aeration
 - ✓ Marina area
 - ✓ Harbor Island Lane area
- Aeration
 - ✓ Conduct a pilot study in the public marina area



Next Steps

- Marine biology investigation (ABC Labs)
 - ✓ Phytoplankton and nutrient samples for spatial and depth pattern
 - ✓ Review and evaluate collected sample results
 - ✓ Summarize findings in letter report
 - ✓ Attend and participate public meetings
 - ✓ Mitigate water quality issues
- Aeration
 - ✓ Conduct a pilot study in the public marina area
- GIS Map
 - ✓ Interactive GIS map containing sample collection locations with daily readings

Questions?