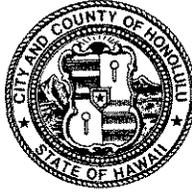


DEPARTMENT OF ENVIRONMENTAL SERVICES  
**CITY AND COUNTY OF HONOLULU**  
1000 ULUOHIA STREET, SUITE 308 • KAPOLEI, HAWAII 96707  
PHONE: (808) 768-3486 • FAX: (808) 768-3487 • Website: <http://www.honolulu.gov>

MUFI HANNEMANN  
Mayor



ERIC S. TAKAMURA, Ph.D., P.E.  
Director

KENNETH A. SHIMIZU  
Deputy Director

ROSS S. TANIMOTO, P.E.  
Deputy Director

EMC 08-140

July 15, 2008

The Honorable Barbara Marshall, Chair  
and Members  
Honolulu City Council  
530 South King Street, Room 202  
Honolulu, Hawaii 96813

RECEIVED

JUL 16 9 22 AM '08

CITY CLERK  
HONOLULU, HAWAII

Dear Chair Marshall and Councilmembers:

Subject: Resolution to Amend an Intergovernmental Agreement with  
the University of Hawaii, Water Resource Research Center

We respectfully request the approval by the Council of an amendment to an intergovernmental agreement between the City and the University of Hawaii, Water Resource Research Center (UH-WRRC), Contract No. C64087, for benthic monitoring to assess the impacts of treated wastewater on the marine environment in the vicinity of the City's ocean outfalls.

Sincerely,

A handwritten signature in cursive script that reads "Eric S. Takamura".

Eric S. Takamura, Ph.D., P.E.  
Director

Attachments

APPROVED :

A handwritten signature in cursive script that reads "Wayne M. Hashiro".  
\_\_\_\_\_  
Wayne M. Hashiro, P.E.  
Managing Director



## RESOLUTION

AUTHORIZING THE MAYOR OR HIS DESIGNATED REPRESENTATIVE TO ENTER INTO AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNIVERSITY OF HAWAII TO IMPLEMENT BENTHIC MONITORING TO ASSESS THE IMPACT OF OCEAN SEWER OUTFALLS ON THE MARINE ENVIRONMENT OFF OAHU, HAWAII.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, requires that any intergovernmental agreement or any amendments thereto which places an obligation upon the City or any department or agency thereof receive the consent and approval of the Council of the City and County of Honolulu; and

WHEREAS, the City and County of Honolulu is required to comply with state and federal requirements pursuant to the Clean Water Act and the 301(h) NPDES permits issued by the United States Environmental Protection Agency and the State of Hawaii, Department of Health authorizing discharges at the Sand Island and Honouliuli WWTP ocean outfalls by conducting biological monitoring to determine the impact of the outfall discharges on the marine environment; and

WHEREAS, the City and County of Honolulu is required to comply with its conditional use permit issued by the State of Hawaii, Department of Land and Natural Resources, for the Waianae Ocean Outfall; and

WHEREAS, with the prior consent and approval of the City Council, the City and the University of Hawaii, Water Resource Research Center (UHWRRC) previously entered into an intergovernmental agreement, Contract No. C64087 and an Amendment No.1 to said agreement, for the UHWRRC to conduct the required monitoring; and

WHEREAS, the City and the UHWRRC now propose to further amend said agreement to expand the scope of work and extend the study period to two (2) fiscal years; now therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the Mayor or Mayor's designated representative is hereby authorized to enter into an amendment to an intergovernmental agreement with the University of Hawaii in substantially the form attached hereto as Exhibit "A", for the implementation of Benthic Monitoring to assess the impact of ocean sewer outfalls on the marine environment off Oahu, Hawaii, as well as any other incidental or related agreements in connection thereto as may reasonably be required; and



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**RESOLUTION**

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BE IT FINALLY RESOLVED that the Clerk be and is hereby directed to transmit a copy of this Resolution to the Mayor, the Director of the Department of Environmental Services, and the University of Hawaii Water Resources Research Center.

INTRODUCED BY:

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DATE OF INTRODUCTION:

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\_\_\_\_\_  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers

# Exhibit “A”

CONTRACT NO. C64087

AMENDMENT NO. 2

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_,  
(Day) (Month)  
\_\_\_\_\_, by and between the CITY AND COUNTY OF HONOLULU,  
(Year)  
hereinafter called the "CITY", and UNIVERSITY OF HAWAII, hereinafter called the  
"CONTRACTOR".

WITNESSETH THAT:

WHEREAS, the parties have entered into an agreement identified as Contract  
No. C64087, dated January 25, 2007, as amended by amendment No.1 dated  
\_\_\_\_\_ (the "CONTRACT"), for the CONTRACTOR to conduct biological  
monitoring studies in the vicinity of the CITY's ocean outfalls; and

WHEREAS, the parties wish to amend the CONTRACT in order to expand the  
scope of work and extend the study period to two fiscal years; and

WHEREAS, the CONTRACTOR is qualified, ready, willing and able to provide  
the additional technical and professional services; and

WHEREAS, there is no CITY agency or personnel who can perform the work  
under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is hereby understood and agreed by and between the parties hereto to further amend Contract No. C64087, as previously amended, as follows:

1. Delete Item 2 of the CONTRACT in its entirety and insert the following lieu thereof:

"That, for the FY 2007 portion of the CONTRACT (January 1, 2007 through June 30, 2007) the CITY shall pay the CONTRACTOR \$393,063, and for the FY 2008 portion of the CONTRACT (July 1, 2007 through June 30, 2008), the City shall pay the CONTRACTOR \$448,983, and for the FY 2009 portion of the CONTRACT (July 1, 2008 through June 30, 2009), the City shall pay the CONTRACTOR \$458,359 to conduct biological monitoring in the vicinity of the outfalls as indicated in Appendix A of the CONTRACT, subject to the Special Provisions and General Terms and Conditions."

2. Delete Item 4 of the CONTRACT in its entirety and insert the following in lieu thereof :

"COMPENSATION AND PAYMENT SCHEDULE. Subject to the General Terms and Conditions, the CONTRACTOR shall be

compensated according to Item 2 of the CONTRACT. Payment for the FY 2007 portion of the CONTRACT shall be made in two (2) equal installments, payment for the FY 2008 portion of the CONTRACT shall be made in four (4) equal installments, and payment for the FY 2009 portion of the CONTRACT shall be made in four (4) equal installments. The CONTRACTOR may propose subsequent compensation, which is subject to appropriation and approval by the CITY. Acceptance of subsequent compensation will be authorized by amendments to the CONTRACT.”

3. Delete Special Provision 1.c in its entirety and insert the following in lieu thereof:  
  
“c. Deadlines to complete final reports of all the studies shall be in accordance with the Report Submittal Schedule in Appendices B & C.”
4. Delete Appendix A in its entirety and replace it with the revised Appendix A , attached hereto and incorporated herein.
5. Delete Scope of Work, page 44, Study #4, in its entirety and insert the following in lieu thereof: “Study #4: Commences January 1, 2007. Discussions on content and presenters begin February 2007. Public workshop held at a mutually agreeable time before June 30, 2009.”
6. Delete Appendixes C and E in their entirety and replace them with the revised Appendices C and E , attached hereto and incorporated herein.

It is further agreed that, except for amendments set forth hereinabove, all other provisions of CONTRACT NO. C64087, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day, month and year first above written.

APPROVAL RECOMMENDED:

CITY AND COUNTY OF HONOLULU

\_\_\_\_\_  
By: Eric S. Takamura, Ph.D., P.E., Director  
Department of Environmental Services

\_\_\_\_\_  
By: Mary Patricia Waterhouse, Director  
Department of Budget and Fiscal Services

APPROVED AS TO FORM AND LEGALITY:

UNIVERSITY OF HAWAII

CONTRACTS OFFICE  
Federal I.D. No.99-6000354

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Yaa-yin Fong, Director  
Office of Research Services

Business address:  
2530 Dole St. Sak D200  
Honolulu, HI 96822

## **APPENDIX A, WORK SCHEDULE**

FY	OUTFALL MONITORING
2007	Barbers Point 2007, Waianae 2007. Supplemental study 1, 4, and 5 commence.
2008	Sand Island 2007, Barbers Point 2008, Mokapu 2008, Waianae 2008. Supplemental Studies 1,4, 5 continue.
2009	Sand Island 2008, Barbers Point 2009, Waianae 2009. Supplemental Study 1 completed; Supplemental Study #4 completed, Supplemental Study 5 continues.
2010	Sand Island 2009, Barbers Point 2010, Waianae 2010 Supplemental study 5 completed.
2011	Sand Island 2010, Barbers Point 2011, Waianae 2011,
2012	Sand Island 2011

# APPENDIX C (updated April 2008)

## SAMPLING AND REPORT SUBMITTAL SCHEDULE

STUDY	Proposed Last Sampling Date	Final Report Due to City*	Report Due to EPA*	Proposed Last Sampling Date	Final Report Due to City	Report Due to EPA*	Proposed Last Sampling Date	Final Report Due to City	Report Due to EPA*	Proposed Last Sampling Date	Final Report Due to City	Report Due to EPA*	Proposed Last Sampling Date	Final Report Due to City	Report Due to EPA*	Proposed Last Sampling Date	Final Report Due to City	Report Due to EPA*
	<b>Barbers Point</b>			<b>Barbers Point</b>			<b>Barbers Point</b>			<b>Barbers Point</b>			<b>Barbers Point</b>			<b>Barbers Point</b>		
Benthos	01/10/07	05/23/07	05/29/07	01/10/08	05/22/08	05/28/08	01/10/09	05/23/09	05/29/09	01/10/10	05/23/10	05/29/10	01/10/11	05/23/11	05/29/11			
Coral/fish	01/22/07	05/23/07	05/29/07	01/22/08	05/23/08	05/28/08	01/22/09	05/23/09	05/29/09	01/22/10	05/23/10	05/29/10	01/22/11	05/23/11	05/29/11			
Fish video	01/23/07	05/23/07	05/29/07	01/23/08	05/22/08	05/28/08	01/23/09	05/23/09	05/29/09	01/23/10	05/23/10	05/29/10	01/23/11	05/23/11	05/29/11			
Histopathology	01/15/07	05/23/07	05/29/07	01/15/08	05/22/08	05/28/08	01/15/09	05/23/09	05/29/09	01/15/10	05/23/10	05/29/10	01/15/11	05/23/11	05/29/11			
	<b>Waianae</b>			<b>Waianae</b>			<b>Waianae</b>			<b>Waianae</b>			<b>Waianae</b>			<b>Waianae</b>		
Benthos	05/15/07	10/12/08	N/A	05/15/08	10/12/08	N/A	05/15/09	10/12/09	N/A	05/15/10	10/12/10	N/A	05/15/11	10/12/11	N/A			
Coral/fish	05/21/07	10/18/08	N/A	05/21/08	10/18/08	N/A	05/21/09	10/18/09	N/A	05/21/10	10/18/10	N/A	05/21/11	10/18/11	N/A			
Histopathology	05/29/07	10/26/08	N/A	05/29/08	10/26/08	N/A	05/29/09	10/26/09	N/A	05/29/10	10/26/10	N/A	05/29/11	10/26/11	N/A			
	<b>Mokapu</b>			<b>Mokapu</b>			<b>Mokapu</b>			<b>Mokapu</b>			<b>Mokapu</b>			<b>Mokapu</b>		
Benthos				03/11/08	08/08/08	N/A												
Coral/fish				03/19/08	08/16/08	N/A												
Histopathology				03/24/08	08/21/08	N/A												
	<b>Sand Island</b>			<b>Sand Island</b>			<b>Sand Island</b>			<b>Sand Island</b>			<b>Sand Island</b>			<b>Sand Island</b>		
Benthos				09/18/07	03/14/08	03/30/08	09/18/08	03/15/09	03/31/09	09/18/09	03/15/10	03/31/10	09/18/10	03/15/11	03/31/11	09/18/11	03/15/12	03/31/12
Histopathology				09/30/07	03/14/08	03/30/08	09/30/08	03/15/09	03/31/09	09/30/09	03/15/10	03/31/10	09/30/10	03/15/11	03/31/11	09/30/11	03/15/12	03/31/12
	<b>Control Station</b>			<b>Control Station</b>			<b>Control Station</b>			<b>Control Station</b>			<b>Control Station</b>			<b>Control Station</b>		
Histopathology	**			**			**			**			**			**		
	<b>FY 2007</b>			<b>FY 2008</b>			<b>FY 2009</b>			<b>FY 2010</b>			<b>FY 2011</b>			<b>FY 2012</b>		
	1/1/07 - 6/30/07			7/1/07 - 6/30/08			7/1/08 - 6/30/09			7/1/09 - 6/30/10			7/1/10 - 6/30/11			7/1/11 - 6/30/12		

\*If the date falls on a weekend or holiday, the report will be due on the last working day preceding the weekend or holiday.

\*\*Control Station Histopathology - no date specified for control station histopathology sample collection. Report will be due 150 days after delivery of fish samples to histopathologist.

Appendix E: Budget							
2007-2012 Outfall Biomonitoring Program							
	FY 2007 1/1/07 - 6/30/07	FY 2008 7/1/07 - 6/30/08	FY 2009 7/1/08 - 6/30/09	FY 2010 7/1/09 - 6/30/10	FY 2011 7/1/10 - 6/30/11	FY 2012 7/1/11 - 6/30/12	
	BP07, WAI07, Suppl Studies #1, 4, 5	SI07, BP08, MOK08 & WAI08	SI08, BP09, WAI09	SI09, BP10, WAI10	SI10, BP11, WAI11	SI11	Suppl Studies #2, 3*
<b>FISH &amp; CORALSALARIES</b>							
BP coral/fish/ROV P.I. 1.5 mo FTE	\$11,187	\$12,194	\$13,535	\$13,535	\$13,535	\$0	
BP researcher 1.5 mo FTE	\$5,907	\$6,025	\$6,146	\$6,269	\$6,394	\$0	
<b>POLYCHAETE LAB SALARIES</b>							
Polychaete P.I.	\$21,718	\$35,849	\$37,718	\$37,718	\$37,718	\$6,286	
Graduate Assistant	\$7,764	\$16,528	\$15,528	\$15,528	\$15,528	\$5,176	
student help @ \$8.85/hr 20 hrs	\$4,956	\$12,213	\$12,213	\$12,213	\$12,213	\$4,071	
student help @ \$9.20/hr * 20 hr/wk	\$5,152	\$12,696	\$12,696	\$12,696	\$12,696	\$4,232	
student help @ \$9.50/hr * 20 hr/wk	\$5,320	\$13,110	\$13,110	\$13,110	\$13,110	\$4,370	
Research Support (100% FTE) Villers	\$17,280	\$35,251	\$35,956	\$36,675	\$37,409	\$12,719	
Research Support (100% FTE) Krause	\$16,944	\$34,566	\$35,257	\$35,962	\$36,681	\$12,472	
<b>MOLLUSK LAB SALARIES</b>							
Graduate Assistant	\$8,088	\$16,176	\$16,176	\$16,176	\$16,176	\$5,392	
Graduate Assistant	\$7,776	\$16,552	\$16,552	\$16,552	\$16,552	\$5,184	
Graduate Assistant	\$7,776	\$16,552	\$16,552	\$16,552	\$16,552	\$5,184	
Mollusk lab tech -0.5 time (Regie)	\$11,076	\$22,152	\$22,595	\$23,047	\$23,508	\$7,993	
<b>OVERLOAD SALARIES</b>							
Moravcik 1 mo. (adjusted salary)	\$4,432	\$4,831	\$5,362	\$5,362	\$5,362	\$1,787	
Moncur. 1 mo.(adjusted mo salary)	\$9,488	\$10,342	\$11,480	\$11,480	\$11,480	\$3,827	
<b>OVERTIME SALARIES</b>							
editor 217 hours Overtime PBB 16	\$4,438	\$8,876	\$8,876	\$8,876	\$8,876	\$2,959	
publications staff 217 hours Overtime PBA 22	\$4,101	\$8,203	\$8,203	\$8,203	\$8,203	\$2,734	
publications staff 217 hours Overtime PBA 13	\$3,431	\$6,862	\$6,862	\$6,862	\$6,862	\$2,287	
<b>salary totals</b>	<b>\$156,834</b>	<b>\$285,978</b>	<b>\$292,817</b>	<b>\$294,816</b>	<b>\$296,855</b>	<b>\$86,673</b>	
<b>fringe totals</b>	<b>\$31,243</b>	<b>\$57,303</b>	<b>\$58,642</b>	<b>\$59,386</b>	<b>\$60,145</b>	<b>\$17,898</b>	
<b>salary plus fringe</b>	<b>\$188,077</b>	<b>\$343,281</b>	<b>\$351,459</b>	<b>\$354,202</b>	<b>\$357,000</b>	<b>\$104,571</b>	
<b>UNIVERSITY NON-SALARY COSTS</b>							
travel	\$1,750	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	
supplies	\$1,000	\$2,500	\$2,000	\$2,000	\$2,000	\$2,000	
equipment	\$1,375	\$3,000	\$2,750	\$2,750	\$2,750	\$2,750	
<b>university non-salary costs</b>	<b>\$4,125</b>	<b>\$9,000</b>	<b>\$8,250</b>	<b>\$8,250</b>	<b>\$8,250</b>	<b>\$8,250</b>	
<b>CONSULTANTS</b>							
Analysis consultant (SI, BP)	\$11,059	\$22,560	\$23,012	\$23,472	\$23,941	\$12,210	
Mollusks consultant	\$5,618	\$11,460	\$11,689	\$11,923	\$12,161	\$4,135	
Crustaceans consultant	\$10,800	\$16,524	\$16,854	\$17,192	\$17,535	\$5,962	
Analysis consultant (Mok, Wai)	\$17,968	\$18,327	\$18,694	\$19,068	\$19,449	\$0	
Histopathology consultant	\$8,267	\$12,648	\$12,901	\$13,159	\$13,422	\$4,584	
<b>consultant total</b>	<b>\$53,712</b>	<b>\$81,519</b>	<b>\$83,150</b>	<b>\$84,814</b>	<b>\$86,608</b>	<b>\$26,871</b>	
<b>Total salaries, fringe, consultants, equip</b>	<b>\$245,914</b>	<b>\$433,800</b>	<b>\$442,859</b>	<b>\$447,266</b>	<b>\$451,758</b>	<b>\$139,692</b>	
Indirect cost @ 3.5% (base excludes eqpt.)	\$8,607	\$15,183	\$15,500	\$15,654	\$15,812	\$4,889	
<b>Total without supplemental studies</b>	<b>\$254,521</b>	<b>\$448,983</b>	<b>\$458,359</b>	<b>\$462,920</b>	<b>\$467,570</b>	<b>\$144,581</b>	
<b>SUPPLEMENTAL STUDIES</b>							
1) Comparison of chemical contaminants in polychaetes residing in benthic communities of Mamala Bay with those detected in the sediments.							
Research Support (100% FTE)	\$71,217						
Fringe	\$27,540						
Sample processing costs, Analytical runs \$35	\$8,000						
Chemicals, containers	\$1,400						
Software	\$1,200						
Balance/ oven	\$3,000						
<b>total study 1 w/o IC</b>	<b>\$112,357</b>						
indirect cost @ 3.5%	\$3,932						
<b>total supplemental study 1</b>	<b>\$116,289</b>						
2) Follow recommendations from the Mamala Study Commission laid out in the 1996 report to compare long term data sets for benthos.							
Research Support (100% FTE)							\$71,217
Fringe							\$27,540
Software							\$1,200
<b>total study 2 w/o IC</b>							<b>\$99,957</b>
indirect cost @ 3.5%							\$3,498
<b>total supplemental study 2</b>							<b>\$103,455</b>
3) Archival Study of Long-term Change in Support of the City & County of Honolulu's Sewage Biomonitoring Program for Mamala Bay							
Brock, R. 2 mo (0.167 FTE)							\$33,984
Kam, A. 2 mo (0.167 FTE)							\$16,552
Research Support (100% FTE)							\$71,217
Fringe							\$0

Brock (38.67%)							\$13,142
Kam (23.00%)							\$3,807
Research Support (38.67%)							\$27,540
<b>total study 3 w/o IC</b>							<b>\$166,242</b>
Indirect cost @ 3.5%							<b>\$5,818</b>
<b>total supplemental study 3</b>							<b>\$172,060</b>
4) One day public outreach/education workshop.							
lunch, refreshments	\$1,000						
advertising, publicity	\$500						
<b>total study 4 w/o IC</b>	<b>\$1,500</b>						
Indirect cost @ 3.5%	<b>\$53</b>						
<b>total supplemental study 4</b>	<b>\$1,553</b>						
5) Production of video program describing outfall biomonitoring project							
video production costs	\$20,000						
<b>total study 5 w/o IC</b>	<b>\$20,000</b>						
Indirect cost @ 3.5%	<b>\$700</b>						
<b>total supplemental study 5</b>	<b>\$20,700</b>						
<b>Total Supplemental Studies</b>	<b>\$138,542</b>						<b>\$275,515</b>
<b>Total w/ Supplemental Studies</b>	<b>\$393,063</b>	<b>\$448,983</b>	<b>\$458,359</b>	<b>\$462,920</b>	<b>\$467,570</b>	<b>\$144,581</b>	<b>\$275,516</b>

\* As outlined in the contract the City will determine when to commence supplemental studies 2 & 3.