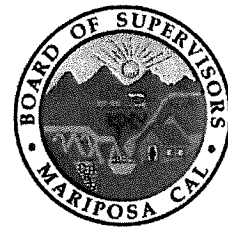




# MARIPOSA COUNTY

Public Works · (209) 966-5356



## **RESOLUTION - ACTION REQUESTED 2016-373**

MEETING: July 12, 2016

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Third Amendment to Agreement with PinnacleART, LLC

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve the Third Amendment to the Professional Services Agreement with PinnacleART, LLC, Increasing the Compensation by \$10,000 for a Not-To-Exceed Amount of \$163,000 for Consulting Services Associated with Yosemite West and Don Pedro Wastewater Treatment Plants; and Authorize the Board of Supervisors Chair to Sign the Amendment. This Amendment is an increase of \$10,000 from the prior agreement with PinnacleART, LLC (formerly Advanced Reliability Technologies (ART), LLC).

A County employee has applied for a Grade III license and passed the exam, but the application has not yet been processed by the State. This agreement provides wastewater treatment operator services at the appropriate licensure level mandated by the State of California while waiting for the employee's license to be processed. It also adds funds to continue consulting services through the remainder of the calendar year.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

On May 3, 2016, the Board approved a Second Amendment (Resolution 2016-215) to extend the term of the agreement to December 31, 2016 and increase the compensation by \$35,000 to a not-to-exceed amount of \$153,000.

On March 17, 2015, the Board approved a First Amendment (Resolution 2015-121) to increase the compensation by \$100,000 for a not-to-exceed amount of \$118,000.

On November 25, 2014, the Board approved Resolution #2014-602 authorizing an agreement in the not-to-exceed amount of \$18,000 for consulting services.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the Amendment, leaving the County out of compliance with Regional Water Quality Control Board mandates.

### **FINANCIAL IMPACT:**

**Funding for this Agreement is included in the requested 2016-17 Budget.**

**ATTACHMENTS:**

**PinnacleART, LLC 3rd amdmnt 15-024 (DOCX)**

**2nd amdmnt Pinacle ART (PDF)**

**ART 1st Amendment (PDF)**

**ART Contract (PDF)**

**CAO RECOMMENDATION**

Requested Action Recommended

  
Mary Hodson, CAO 7/7/2016

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Marshall Long, District III Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Carrier

**THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT**

**THIS THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT** is made and entered into this 19th day of July, 2016, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “**County**” and Pinnacle Asset Integrity Services, LLC d.b.a. PinnacleART, hereinafter referred to as “**Consultant**”.

**WHEREAS**, the **County** and **Consultant** have heretofore entered into an Agreement dated November 25, 2014, wherein **Consultant** agreed to provide treatment process evaluation, reliability centered maintenance, risk analysis, operator surveillance approaches, the development of Standard Operating Procedures, assess operations and maintenance programs and provide a highly experienced California State Certified Grade IV or Grade V Wastewater Treatment Plant Operator to assist to implement the O & M improvement strategies for the Yosemite West Wastewater Treatment Plants; and,

**WHEREAS**, **County** and **Consultant** entered into the First Amendment to increase the compensation in the not to exceed amount of \$100,000 for total compensation of \$118,000 to provide general technical support for the Yosemite West and Don Pedro Wastewater Treatment Plants.

**WHEREAS**, **County** and **Consultant** entered into the Second Amendment to extend the terms of the agreement to December 31, 2016 and increase the compensation by 35,000 for a not to exceed amount of \$153,000 to continue to provide general technical support for the Yosemite West and Don Pedro Wastewater Treatment Plants.

**WHEREAS**, **County** and **Consultant** entered into the First Amendment to increase the compensation in the not to exceed amount of \$100,000 for total compensation of \$118,000 to provide general technical support for the Yosemite West and Don Pedro Wastewater Treatment Plants.

**WHEREAS**, **County** and **Consultant** desire to increase the compensation in the not to exceed amount of \$10,000 for total compensation of \$163,000 to continue to provide general technical support for the Yosemite West and Don Pedro Wastewater Treatment Plants.

**NOW THEREFORE**, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 4.01 "COMPENSATION" is hereby amended to increase the Agreement in the not to exceed amount of \$10,000 for total compensation of \$163,000.
2. Except as herein amended, the Agreement dated November 25, 2014, shall remain in full force and effect.

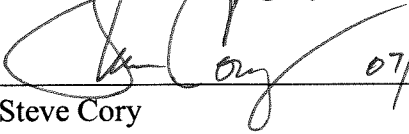
**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:

  
\_\_\_\_\_  
John Carrier, Chair (Date)  
Mariposa County Board of Supervisors

CONTACTOR:


**Pinnacle Asset Integrity Services, LLC**

  
\_\_\_\_\_  
Steve Cory (Date)  
VP Finance and Administration

APPROVED AS TO FORM

  
\_\_\_\_\_  
STEVEN W. DAHLEM (Date)  
County Counsel

ATTEST:

  
\_\_\_\_\_  
Rene' LaRoche (Date)  
Clerk of the Board of Supervisors