



3. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to approve up to two (2) future amendments to this Agreement where the future amendments do not significantly change the scope of work and do not add more than 10% to the Agreement, (\$17,300) bringing the total not to exceed cost of the agreement to \$190,300.

SUMMARY:

The Sheriff's Office requests an amendment to an existing board authorized agreement to allow for an additional emergency repair allowance to its preventative maintenance/emergency repair contract with Honeywell International, Inc. to keep its heating, ventilation and air conditioning (HVAC) systems operational.

DISCUSSION:

Your board approved a preventative maintenance/emergency repairs contract for the Monterey County Sheriff's Office (MCSO) to keep its HVAC systems operational at the Jail and at the Public Safety Building/Coroners' Office on October 3, 2016. Amendment #1 to the contract was approved by Contracts/Purchasing, using the authority granted by your board, on January 30<sup>th</sup>, 2017 to add \$13,000 to the repair allowance. MCSO is now requesting a larger increase to the repair allowance (\$30,000) due to a high rate of equipment fatigue and malfunction. The Jail buildings are, depending on building, in the range of 39-46 years of age, and the Public Safety Building is 30 years old. Replacement parts for the system are often not available, which makes total replacement of the part necessary to render the system operational again. This is expensive, time consuming and leaves MCSO without heat or air on occasion. The preventative maintenance contract is designed to cover parts only to the point where they must be replaced; after that, MCSO relies on the repair allowance for part replacement.

A copy of Agreement A-13312 and all associated amendments are on file at the Clerk to the Board's Office.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the agreement as to legal form, and the Auditor-Controller has reviewed for fiscal provisions. All county contracts with Honeywell International Inc carry the changes to Section 8.01 of the Master contract, which redacts the phrase "sole negligence or willful misconduct of the County" and replaces it with "negligence or misconduct of the County". MCSO continues to work with RMA to find solutions to the HVAC issues occurring in both buildings.

FINANCING:

MCSO began the year with \$130,000 on this contract. That was anticipated to cover two years of preventative maintenance and repairs, based on previous financial data. The annual maintenance amount for Fiscal Year 2016-17 was \$55,733 with a repair allowance of \$17,417. The total cost to date for Fiscal Year 2016-17 maintenance and repairs is estimated to be \$76,000-\$81,000. Honeywell was asked to provide an annual full cost replacement quote; that quote was \$145,000 not including sales tax on parts or dump fees for used parts. MCSO has exceeded its repair allowance for the year, but cannot allow the Jail to run without air conditioning. MCSO will work with the Budget Office to resolve the overage.

This contract meets the Board's Infrastructure goals by promoting the use of best environmental practices for County facilities and operations.

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development

Administration

Health & Human Services

Infrastructure

Public Safety

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Approved by: Stephen Bernal, Sheriff, Ext. 3725

Attachments: Honeywell International, Inc, Agreement A-13312 and amendments