

NORCOM Governing Board
Agenda Summary

MEETING DATE: October 10, 2014

SUBJECT: Resolution 80 - Professional Services Contract - Sotebeer Management Ventures, LLC

FROM: Tom Orr, Executive Director

Reviewed by: X Director X Finance Manager X Attorney

HISTORY: In March of 2014 a Professional Services agreement was entered into with Scott Sotebeer, Sotebeer Management Ventures, LLC, to represent NORCOM during PSAP E-911 Fund Financial Stability Discussions (formerly known as the PSAP Future Configuration discussions), including the preparation for and attendance at meetings, and other related activities as requested by the NORCOM Executive Director, up to 90 hours plus expenses (\$16,750).

Scott was selected for this consulting role based on his long-term experience working within King County government as well as in advising agencies navigating through complex intergovernmental discussions. Scott Sotebeer served as the Chief Staff Officer for the King County Sheriff's office for 16 years and holds a PhD and MBA. At present he operates Sotebeer Management Ventures and is a founding member of USA Strategics. The Executive Director was very familiar with Scott's expertise and knowledge particularly with respect to King County processes and personnel having previously worked with Scott Sotebeer at the King County Sheriff's Office and as a member of the USA Strategics team prior to his appointment as the NORCOM Executive Director.

Scott has brought great value not only to NORCOM but to the other King County PSAPs in providing timely and relevant advice as well as in facilitating communications at all levels of local government. The scope of the initial contract was for Scott to represent and advise NORCOM throughout the Discussions. With the recent County Budget Proposal to cut PSAP funding by \$2.3 million, the scope, nature and tenor of the Discussions has expanded and continues to expand requiring advice and assistance throughout the County budget process. The process is now entering into a new phase and Scott has completed the initial contract limit of 90 hours. Scott's continued involvement is critical and important to assuring a successfully outcome.

PROPOSAL: Amend the Professional Services agreement for up to 290 hours (\$37,750) plus expenses (\$10,000) to be funded from the medical benefit savings.

FISCAL IMPACT: NORCOM has significant medical benefit savings in 2014 that can be re-appropriated for this purpose. This will reduce the amount of savings available to use for other purposes to \$303,674.

RECOMMENDED MOTION: I MOVE TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN THE FIRST AMENDMENT FOR PROFESSIONAL SERVICES BETWEEN NORCOM AND SOTEBEER MANAGEMENT VENTURES, LLC.

Ayes _____ Nays _____

Resolution 80

**A RESOLUTION OF THE GOVERNING BOARD OF NORCOM
APPROVING A FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN NORCOM AND SOTEBEER
MANAGEMENT VENTURES, LLC.**

WHEREAS, NORCOM and Sotebeer Management Ventures, LLC (the “Consultant”) previously entered into an Agreement for Professional Services (the “Agreement”), pursuant to which the Consultant has agreed to represent NORCOM during PSAP Future Configuration discussions, including the preparation for and attendance at meetings and other related activities as requested by the NORCOM Executive Director, up to 90 hours plus expenses; and

WHEREAS, the Governing Board now desires to amend the Agreement to include an additional 200 hours plus expenses as provided herein:

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of NORCOM as follows:

Section 1. Authorization of First Amendment. The Governing Board hereby approves the First Amendment to Agreement for Professional Services, substantially in the form attached hereto as Exhibit A (the “First Amendment”), between NORCOM and the Consultant. The Executive Director is hereby authorized to execute the First Amendment with such modifications and revisions as determined to be necessary by him and legal counsel to NORCOM.

Section 2. Further Authority; Prior Acts. All NORCOM officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

*Resolution 80
Amending the Professional Services Agreement with
Sotebeer Management Ventures, LLC*

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Passed by a majority vote of the Governing Board in an open meeting on this 10th day of October, 2014.

Signed in authentication thereof on this 10th day of October, 2014.



Chair

Attest: Jill Wong

Exhibit A

**Form of First Amendment
(attached)**

FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (this "Amendment") is entered into as of the date below written between the North East King County Regional Public Safety Communications Agency ("NORCOM") and Sotebeer Management Ventures, LLC ("Consultant" and together with NORCOM, the "Parties"). This Amendment is intended to amend that certain Agreement for Professional Services between the Parties dated March 24, 2014 (the "Original Agreement").

SECTION I. AMENDMENT TO ORIGINAL AGREEMENT

- A. Section 2 (PAYMENT); Attachment B. Section 2 of the Original Agreement and Attachment B are hereby replaced in their entirety with the following:

2. PAYMENT

- A. NORCOM shall pay Consultant for such services: (check one)

- Hourly, plus actual expenses, but not more than a total of \$0.00 for consulting services and \$0.00 for actual, reasonable and substantiated expenses as indicated on Attachment B;
- Fixed Sum: a total amount of \$37,750 for up to 290 hours of services provided for in Section 1 and up to \$10,000 for actual, reasonable, and substantiated expenses, all as indicated in Attachment B.
- At the hourly rate shown in Attachment B, when authorized by a Task Order from NORCOM, for all services performed and expenses incurred under this Agreement.

B. Consultant shall submit invoices each month for services performed in a previous calendar month in a format acceptable to NORCOM. Each activity and each task within a project shall be referenced on the invoice. Consultant shall maintain time and expense records and provide such records to NORCOM upon request.

C. All approved invoices shall be paid by NORCOM within forty-five (45) days of receipt of a proper invoice.

D. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by NORCOM representatives for

three (3) years after final payment. Copies shall be made available on request.

E. If the services rendered do not meet the requirements of this Agreement, Consultant shall correct or modify the work to comply with this Agreement. NORCOM may withhold payment for such work until it meets the requirements of this Agreement.

B. Section 4 (TERM AND TERMINATION OF AGREEMENT). Section 4 of the Original Agreement is hereby replaced in its entirety with the following:

4. TERM AND TERMINATION OF AGREEMENT

A. Unless extended by the Parties, this Agreement shall remain in effect until September 30, 2015, or until final payment for the services is made by NORCOM, whichever comes later.

B. This Agreement may be terminated by either Party without cause upon 30 days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to NORCOM, and Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.

SECTION II. RATIFICATION AND CONFIRMATION

All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

SECTION III. EFFECTIVE DATE.

This First Amendment shall be effective as of the date written below.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of

10-10, 2014.

CONSULTANT

By: 


Name: M. Scott Sotebeer

Title:

Sotebeer Management Ventures,
LLC
2604-1/2 Third Avenue
Seattle, WA 98121

WA UBI # 603-255-900
EIN: 46-1537726

NORCOM

By: 

Name: Thomas R. Orr

Title: Executive Director

NORCOM
PO Box 50911
Bellevue, WA 98015-0911

Approved as to Form Only:

By: _____
Pacifica Law Group LLP

Attachment B Consultant Rates & Reimbursable Expenses

The following language shall replace the language in Attachment B of the Original Agreement in its entirety:

Work provided by Consultant to NORCOM shall be compensated at a flat fixed price of \$37,750 for up to 290 hours of services under this Agreement, including travel time. Hourly work shall be billed in .25 hour increments. Payment for any work performed in excess of 290 hours of services shall be provided for by an amendment to this Agreement or pursuant to a separate professional services agreement between the Parties.

Consultant shall be reimbursed by NORCOM for the following expenses which are incurred to complete the work described above, but not more than a total of \$10,000.00. To receive reimbursement, Consultant shall provide evidence of the expenses to NORCOM.

Reimbursable expenses may include: reasonable (1) travel expenses, including but not limited to mileage and meals; and (2) other expenses, including but not limited to copies, printing, and postage.

Consultant shall submit invoices to NORCOM for payment of fixed price plus the actual expenses as provided in Section 2 of the Agreement.