FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FOURTH 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 September 11, 2015, as amended (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 $84,200 for up to 570 hours of services provided for in Section 1 and 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

Page 1 of 4

NORCOM
Sotebeer Management Ventures, LLC
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 December 31, 2016, 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 Fourth Amendment shall be effective as of the date written below.
IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of

____________________, 2016.

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: Deanne Gregory
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 $84,200 for up to 570 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 570 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. 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.