

**FIRST AMENDMENT TO
INTRINIUM PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO INTRINIUM PROFESSIONAL SERVICES AGREEMENT is made by and between Intrinium, Inc., a Washington corporation ("**Consultant**"), whose address is 609 N. Argonne Road, Spokane Valley, WA 99212 and the City of Cheney, a non-charter code city of the State of Washington (the "**City**"), whose address is 609 2nd Street, Cheney, WA 99004. The City and Consultant are jointly referred to as the "**Parties**."

RECITALS

1. On June 26, 2018, the Parties entered into an agreement entitled "CITY OF CHENEY AGREEMENT FOR PROFESSIONAL SERVICES WITH INTRINIUM" for the purpose of providing professional services consisting of IT network management services and IT support using best practices configurations (the "**Original Agreement**").

2. To further the interests of the Parties it is desirable to amend the Original Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the Parties agree as follows:

1. Original Agreement. The Original Agreement is hereby incorporated by reference as if fully set forth herein. This subsequent agreement is considered to be a Second Amendment of the Original Agreement.

2. Amendment.

A. Pursuant to this amendment (the "**First Amendment**"), the Original Agreement, paragraph 1 entitled "Services to be Performed" is modified to add the additional services set forth on the "Intrinium Statement of Work dated April 23, 2019," which is attached hereto and incorporated by reference herein as Attachment A ("**Additional Services**").

B. The Original Agreement, paragraph 3 entitled "Compensation" is modified to add a maximum amount of \$18,077.94 for the Additional Services, or such other amount as the Parties may mutually agree upon which such amount shall not exceed an additional 10% of the maximum amount, and which shall be paid by the City upon receipt of an invoice pursuant to paragraph 4 of the Original Agreement.

3. Limitation. Nothing contained herein shall be construed as revoking or otherwise altering any of the provisions found in the Original Agreement except as

expressed herein. The City reserves the right to terminate or modify this Second Amendment in a manner consistent with the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment this ____ day of _____, 2019.

THE CITY OF CHENEY

INTRINIUM, INC.

By: Chris Grover
Its: Mayor

Signature: _____

Print name: _____

Title: _____

Federal Tax I.D. Number 200-832950

ATTACHMENT A
Intrinium Statement of Work - Server 2008r2 Upgrades