

**SIXTH AMENDMENT TO
INTRINIUM PROFESSIONAL SERVICES AGREEMENT**

THIS SIXTH 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" (as subsequently amended by the First Amendment to Intrinium Professional Agreement dated as of May 14, 2019, Second Amendment to Intrinium Professional Agreement dated June 25, 2019, Third Amendment to Intrinium Professional Agreement dated October 8, 2019, Fourth Amendment to Intrinium Professional Agreement dated March 24, 2020 and the Fifth Amendment to Intrinium Professional Agreement dated January 26, 2021) for the purpose of providing professional services consisting of IT network management services and IT support using best practices configurations (collectively, 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 Sixth Amendment of the Original Agreement.

2. Amendment.

A. Pursuant to this amendment (the "**Sixth 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 January 26, 2021," 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 **\$105,400 plus taxes and shipping** 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. The increase is to fund the 2022 Server and SANs Replacement Project.

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 Sixth Amendment in a manner consistent with the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment this 22 day of March, 2022.

THE CITY OF CHENEY

INTRINIUM, INC.

By: Chris Grover
Its: Mayor

Signature: _____

Print name: _____

Title: _____

Federal Tax I.D. Number 200-832950