

**SEVENTH AMENDMENT TO  
INTRINIUM PROFESSIONAL SERVICES AGREEMENT**

THIS FIFTH 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 2<sup>nd</sup> 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, Fifth Amendment to the Intrinium Professional Agreement dated January 26, 2021, and the Sixth Amendment to the Intrinium Professional Agreement dated March 22, 2022) 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 seventh Amendment of the Original Agreement.

2. Amendment.

A. Pursuant to this amendment (the "**Seventh 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 February 24, 2022," 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 **\$39,900 plus taxes** 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 E-mail migration to Windows 365 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 Seventh Amendment in a manner consistent with the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Seventh 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