AMENDMENT NO. 3
AGREEMENT NUMBER
IT-J4SYSTEMS-43-21-22
JOSEPH SYSTEMS, INC. dba J4 SYSTEMS

1. This amendment (the "Amendment") is made by City of Carmel-by-the-Sea and Joseph Systems, Inc. dba J4 Systems, parties to agreement IT-J4SYSTEMS-43-21-22 (the "Agreement") executed on August 9, 2021, amended on March 1, 2022.

2. The Agreement is amended as follows:

   a. Section 3.A (Term) of the Agreement is amended and restated as follows:

   The work under this contract shall continue from February 28, 2023 and shall terminate on June 30, 2023, unless services are no longer needed prior to June 30, 2023. In that case the contract shall terminate sooner

   b. Section 2.A (Compensation) of the Agreement is amended and restated as follows:

   CITY shall pay CONSULTANT in an amount not to exceed $41,840.70 for the term of the entire agreement stipulated in 2a.

   The scope of services shall include 40 additional hours of consulting services to include:
   - Desktop Management deployment services and training
   - Libkey configuration and deployment
   - Library public computer configuration

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4.   Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.

5.   This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

6.   If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

CONSULTANT:

By: _____   Date: _____

CITY:

By: _____   Date: _____
    Chip Rerig, City Administrator

ATTEST:

By: _____   Date: _____
    Nova Romero, MMC, City Clerk