

**PERRIS UNION HIGH SCHOOL DISTRICT**

**AGREEMENT FOR ATHLETIC AND CLUB PHOTOGRAPHY - AMENDMENT NO. 2**

This Amendment to the Service Agreement, made and entered into this 18th day of June 2020, by and between the Perris Union High School District of Riverside County, California, hereinafter referred to as “DISTRICT” and Kristi Jo Photography, hereinafter referred to as “CONSULTANT”.

WHEREAS the DISTRICT and CONSULTANT entered into an Agreement for Athletic and Club Photography Services Agreement at Perris High School on June 21, 2018.

NOW, THEREFORE, the parties agree as follows:

1. Modify Section 1: TERM of the Agreement as follows:
  - 1.1. TERM: The term of this Agreement shall be from July 1, 2020 to June 30, 2021.
    - 1.1.1. The contract may be renewed annually upon mutual consent expressed in writing by the District and Consultant for up to two (2) additional one (1) year terms in accordance with Education Code 17596.
    - 1.1.2. The agreement will not automatically renew.
    - 1.1.3. Quoted prices must be in effect for all orders during the initial term.
    - 1.1.4. All contracts shall be signed by the Deputy Superintendent or Director of Purchasing for the Perris Union High School District and NOT anyone at the school site.
    - 1.1.5. Escalation costs for subsequent terms must be stated in writing and approved by the District prior to the new contract term.
2. Modify Section 13: FEE of the Agreement as follows:
  - 2.1. FEE: For Services and Products provided under the Agreement, Students will pay Contractor based on the rates set forth in Exhibit A, attached herein.
3. Modify Section 15: TERMINATION of the Agreement as follows:
  - 3.1. This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days’ notice to Consultant. Said notice shall be in writing and shall be delivered to the addresses listed for the Consultant. The district retains the right to terminate this Agreement for convenience at any time. These termination rights include any event of school closure due to Force Majeure and/or events beyond the control of the District when the goods or services contracted for are no longer needed during the period of school closure. Due to significant budgetary shortfalls, the District is not in a position to pay for goods and services that cannot be delivered, used, or rendered. The consultant may terminate this Agreement only if District breaches this Agreement and shall give 30 days’ written notice to the District of its termination. Such notice shall be delivered to the District’s Designee and shall set forth reasons for the termination.
  - 3.2. “*Force Majeure*” means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes



**EXHIBIT A**

**2020-21 Rates**

