

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 Cherished Memories, hereinafter referred to as “CONSULTANT”.

WHEREAS the DISTRICT and CONSULTANT entered into an Agreement for Athletic and Club Photography Services Agreement at California Military Institute 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 15: TERMINATION of the Agreement as follows:
 - 2.1. 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. District retains 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. Consultant may terminate this Agreement only if District breaches this Agreement and shall give 30 days’ written notice to District of its termination. Such notice shall be delivered to the District’s Designee and shall set forth reasons for the termination.
 - 2.2. “*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 but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tornados, hurricanes, floods, lightning, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic,

pandemic, terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; (v) any Utility power outage at the Premises; (vi) a reasonably unanticipated action, delay or failure to act by a Governmental Authority, including a moratorium on any activities related to this Agreement.

OBLIGATIONS UNDER THE AGREEMENT: The parties agree that all terms, conditions, and obligations of the agreement remain in effect throughout the Term except for those provisions of the agreement that are directly contradicted by this pricing change, in which event the terms of this extension shall control over the agreement.

SEVERABILITY: If any part or parts of this extension shall be held unenforceable for any reason, the remainder of the extension shall continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written above:

Cherished Memories

Consultant’s Signature Date

Address

City State Zip

Phone Fax

Email Address

Perris Union High School District

By Title

Authorized District Signature Date