**ADDENDUM NO. [] TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE [] DISTRICT AND []**

This Addendum (“Addendum”) is made to the Consulting Services Agreement (“Agreement”) that was entered between [] District ("District") and [] ("Consultant") on [date]. District and Consultant may be referred to individually herein as a "Party" or collectively as the "Parties."

For and in consideration of the mutual advantages to be derived therefrom, and in consideration of the execution of this Addendum by the Parties, the Parties agree to amend the Agreement as follows:

**ADDITIONAL TERMS AND CONDITIONS**

1. Due to the ongoing pandemic of COVID- 19, including, but not limited to the SARS‑CoV‑2 virus (the “COVID- 19”), Consultant agrees to strictly, and without exception, follow all applicable local, state and federal guidelines regarding human protection from COVID- 19. (the “Guidelines”) The Guidelines to strictly follow are located at various sites, including, but not limited to the guidelines provided by:
   * The Centers for Disease Control and Prevention
     + <https://www.cdc.gov/>
     + <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
   * The State of California
     + <https://www.ca.gov/>
     + <https://covid19.ca.gov/industry-guidance/#top>
   * California Department of Public Health
     + <https://www.cdph.ca.gov/>
     + <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf>
   * Occupational Safety and Health Administration –
     + [www.osha.gov](http://www.osha.gov)
     + <https://www.osha.gov/SLTC/covid-19/>
     + <https://www.osha.gov/Publications/OSHA3990.pdf>
2. The District may refuse Consultant and its employees, agents, and subcontractors from entering into any District facility at any time if, in the sole discretion of the District, the District determines that the Consultant is not in full compliance with the Guidelines.
3. Waiver and Release of Claims. To the fullest extent permitted by law, Consultant releases [ ] District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the “District Entities”), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of the failure of Consultant or its agents, employees, and subcontractor’s failure to abide by the Guidelines.
4. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT AGREES TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD DISTRICT ENTITIES FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE FAILURE OF CONSULTANT OR ITS AGENTS, EMPLOYEES, AND SUBCONTRACTOR’S FAILURE TO ABIDE BY THE GUIDELINES. THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY’S ACTIVE OR PASSIVE NEGLIGENCE**.
5. Aside from the above additions to the Agreement, all other terms and conditions of the Agreement remain the same.

**Addendum acknowledgement: I acknowledge that I have read this addendum and agree to all of its terms, and that I fully understand my responsibility to adhere to all Guidelines.**

**CONSULTANT DISTRICT**

Signature Signature

Consultant Printed Name and Title Director, Purchasing

Date Date