

## **ADDENDUM**

**THIS ADDENDUM**, made and entered into as of the 5<sup>th</sup> day of May, 2025, by and between the **WARREN COUNT SCHOOL DISTRICT**, located at 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as the “District”

AND

**FUN AND FUNCTION, LLC**, PO Box 11, Merion Station, Pennsylvania 19066, hereinafter referred to as “FUN & FUNCTION”

**WHEREAS**, the parties hereto have agreed upon Quotation 918068 & Quotation 920002 that are attached hereto as Exhibit A, that were approved by the District’s Board of School Directors on May 5, 2025, and that govern the District’s purchase of a sensory room at Eisenhower Elementary School (the “sensory room”) from FUN & FUNCTION; and

**WHEREAS**, parties desire to approve an addendum to add and include additional provisions that are required because the District will use federal grant dollars (IDEA funds) for the purchase.

**NOW THEREFORE**, intending to be legally bound thereby, the parties hereto agree as follows:

1. Because federal grant dollars (IDEA funds) will be used by the District for the purchase, the following provisions, to the extent applicable, shall apply:

- A. In the hiring of employees or selection of contractors to provide the sensory room, FUN & FUNCTION, or any person acting on behalf of FUN & FUNCTION, shall not by reason of gender, race, creed or color, discriminate against any person who is qualified and available.

Neither FUN & FUNCTION nor any person acting on FUN & FUNCTION'S behalf, shall in any manner discriminate against or intimidate any employee hired, or contractor selected, for provision of the sensory room.

The District may be prohibited from future contracts with FUN & FUNCTION for a violation of these terms or conditions. FUN & FUNCTION further agrees that FUN & FUNCTION, and any person acting on FUN & FUNCTION'S behalf, shall comply with the Equal Employment Opportunity provisions specified in 41 CFR 60-1.4, which are incorporated herein by reference as if stated fully herein.

- B. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. FUN & FUNCTION agrees to comply with the provisions of this Act as amended, which is incorporated herein by reference as if stated fully herein. FUN & FUNCTION attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.
- C. FUN & FUNCTION agrees to cooperate fully with the District to ensure compliance with all grant conditions and requirements and to take any actions that are deemed necessary by the District to meet all conditions and requirements associated with the grant, the Uniform Grant Guidance, the IDEA, and the District's applicable policies and procedures.
- D. FUN & FUNCTION should, as appropriate, when possible, and to the extent consistent with law, consider the use of minority and women's businesses and provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- E. FUN & FUNCTION agrees to comply with all local, state and federal laws, regulations, ordinances, and requirements applicable at any time, including but not limited to, any applicable federal law, regulation, or requirement pertaining to federal grants.

F. FUN & FUNCTION certifies that FUN & FUNCTION is not currently listed as ineligible to be awarded a contract involving federal grant dollars as a part of the government-wide exclusions in the System for Award Management (SAM) and is not debarred, suspended, or otherwise excluded or declared ineligible to be awarded a contract involving federal grant dollars under any statutory or regulatory authority. FUN & FUNCTION further agrees, while the Terms of Use and its contractual relationship with the District remain in effect, to immediately notify the District if FUN & FUNCTION is later listed in SAM, or is later debarred, suspended, or otherwise excluded or declared ineligible under any statutory or regulatory authority. Additionally, FUN & FUNCTION shall sign and submit to the District a Certification Regarding Debarment and Suspension

G. TERMINATION FOR CAUSE

In the event that FUN & FUNCTION defaults under any provision of the contractual terms and such default is not cured within 10 days of the receipt of written notice of the default, the District shall have the right to terminate the contract upon written notice to FUN & FUNCTION and pursue any all legal and equitable remedies against FUN & FUNCTION that are available to the School District.

H. TERMINATION FOR CONVENIENCE

The District shall also have the right to terminate the contract for convenience upon written notice to FUN & FUNCTION. FUN & FUNCTION agrees that following shall apply as the basis of settlement if the District terminates the contract for convenience:

(i). If the products associated with the sensory room have not yet been sent out for delivery to the District, FUN & FUNCTION agrees that there will be a no cost settlement and that the District shall be refunded any money paid to FUN & FUNCTION and released from any all financial or other liability (including, but not limited to, any lost profit) that may otherwise be associated with the termination.

(ii). If the products associated with the sensory room have been sent out for delivery to the District, the District shall reimburse FUN & FUNCTION for its actual and documented delivery costs (as provided FUN & FUNCTION) associated with delivering the products and returning them to FUN & FUNCTION, and the District shall be refunded any other money paid to FUN & FUNCTION and released from any and all other financial or other liability(including, but not limited to, any lost profit) that may otherwise be associated with the termination.

2. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of any other component of the parties' contractual relationship, the parties agree that the terms and conditions of this Addendum shall govern and control.

3. Each person signing this Addendum represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Addendum. Each party represents and warrants to the other that the execution and delivery of the Addendum and the performance of such party's obligations hereunder have been duly authorized and that the Addendum is a valid and legal agreement that is binding on such party and enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have caused the foregoing Addendum to be executed the day and year first above written.

WARREN COUNTY SCHOOL DISTRICT

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President, Board of School Directors

ATTEST:

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Secretary, Board of School Directors

FUN AND FUNCTION LLC

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Signature of Authorized Agent

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Printed Name of Authorized Agent

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Title of Authorized Agent