

ADDENDUM

THIS ADDENDUM to the Participation Agreement dated September 12, 2019, between

BRICK TOWNSHIP BOARD OF EDUCATION (hereinafter referred to as “BOE”) referred to as the District in the Participation Agreement

AND

OCEAN COUNTY COLLEGE (hereinafter referred to as “OCC”)

NOTWITHSTANDING any language contained in the Agreement, to the contrary, it is hereby agreed as follows:

1. OCC shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws.

2. **INDEPENDENT CONTRACTOR.** OCC is and will perform its Services as an independent contractor for the BOE. Nothing in this Agreement shall be construed so as to render OCC an employee, agent, representative, joint venturer or partner of the BOE, and OCC shall not hold itself out to others in such capacity. OCC shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the BOE. OCC shall have no authority to bind the BOE to contracts or to incur any other obligations on behalf of the BOE, and any such contracts or obligations entered into or incurred by OCC shall be void.

5. Throughout the term of this Agreement, OCC agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and Licensed Professional Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. OCC shall provide the BOE with evidence of such coverage upon request. Said insurance shall name the BOE as an additional insured.

6. **Assignment of Rights.** Except as specified in this Agreement, the rights and obligations of each party under this Agreement are exclusive to that

party and cannot be assigned or transferred to any other person, firm, organization, corporation or other entity without the prior written consent of the other party.

7. INTERPRETATIONS OF SPECIFICATIONS AND CONTRACT:

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.

8. NOTICES. All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.

9. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. BENEFIT. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

11. ENTIRE AGREEMENT. This Agreement contains and sets forth the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.

12. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

13. Whenever the consent of any party is required, such consent shall not be unreasonably withheld nor delayed.

14. OCC shall file a certificate of insurance for all insurance required under this Agreement with District. Certificates shall include the following language: This policy shall not be canceled or reduced in required amounts of liability or amounts of insurance until notice has been mailed to the Board of Education of the Township of Brick stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

WITNESS/ATTEST:

**BRICK TOWNSHIP
BOARD OF EDUCATION**

BY: James W. Edwards, Jr., CPA
Business Administrator

WITNESS/ATTEST:

OCEAN COUNTY COLLEGE

BY: