



**BOARD OF TRUSTEES  
Business/Finance Committee Agenda Items**

**ADDENDUM**

**To:** Board of Trustees  
**From:** Office of the President  
**Date:** May 29, 2024

The following Finance Committee items are recommended to the Ocean County College Board of Trustees for approval at its meeting on **Thursday, May 30, 2024**:

1. Recommend that the following contract be awarded:
  - a. For the purchase of audio and video equipment for the Library Modernization project at Ocean County College (**Exhibit A-40**)
2. Recommend approval of a lease agreement with Ocean County PIC for the use of a room in the Continuing Learning Center at Ocean County College for the purpose of offering services, including academic, career, and financial programs, as part of the Youth Career Opportunity Plan/Ocean County Achievement Center for the period July 1, 2024, through June 30, 2025 (**Exhibit A-41**)

***EXHIBIT A-40***

**OCEAN COUNTY COLLEGE**

**AWARD for Audio & Video Equipment for Library Modernization**

**RECOMMENDATION:** Contract award to **AVS Installations LLC**, 400 Raritan Center Parkway, Suite D, Edison, NJ 08837 in the amount not to exceed **\$75,448.00** for the purchase of audio and video equipment for the Library Modernization project at Ocean County College.

Said contract to be in accordance with bid specifications and requirements of BID #23/24 B-1575 publicly advertised on April 26, 2024 and bids received on May 23, 2024.

**NATURE OF BID:** Audio & Video Library Equipment

**BID ITEM #1:** Lump Sum Amount

**SOURCE OF FUNDS:** Library Renovations / AV Equipment  
FY 2023/2024

**BID SUMMARY**

<b>Vendor Name</b>	Aspire Technology Partners, LLC	KT's Office Services, LLC	Delaware Audio Visual Integration & Design, LLC	<b>AVS Installations LLC*</b>
<b>As specified or equivalent</b>	As specified	As specified	Equivalent	As specified
Lump Sum Amount	\$ 93,294.13	\$ 80,757.81	\$ 88,823.24	\$ <b>75,448.00</b>

\*Recommended Vendor

The following is a list of vendors who received the bid. Vendors in **bold-type** submitted bids.

- |                                |                               |
|--------------------------------|-------------------------------|
| Adorama Inc                    | eRepublic, Inc.               |
| Aspire                         | G&G Technologies              |
| <b>AVS Installations</b>       | Generations Services          |
| B & H Foto & Electronics Corp. | IT Vision Networks Inc        |
| BrittanyVazquez                | <b>KT'S OFFICE SERVICES</b>   |
| Cambridge LTD                  | Open Systems Integrators, Inc |
| CJIS GROUP                     | PC University Distributors    |
| Delaware Audio and Visual      | Pro Level Rental LLC          |
| Deltek                         | sam infotech                  |
| Dodge Data & Analytics         |                               |

***EXHIBIT A-41***

## LEASE AGREEMENT

This Lease Agreement (this "Lease") is made effective as of July 1, 2024, by and between the Board of Trustees of the Ocean County College, ("Landlord"), and Ocean County PIC, INC, ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant one room in the Continuing Learning Center CLC also identified as Building #4 as well as the ability to use a portion of parking lot #1 adjacent to the CLC; (the "Premises"). The Room is identified as follows:

CLC Room#	Sq. Ft.
104	179

**PARKING.** Tenant shall be entitled to parking privileges as set forth on an attached exhibit.

**FURNISHINGS.** The lease of the Premises includes the furnishings listed on the attached exhibit. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

**STORAGE.** Tenant shall be entitled to store items of personal property in closets as selected by the landlord and listed on the attached exhibit during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items. If lease is renewed (see Renewal Terms at licle), assigned storage areas will be available to the Tenant for the interim non-rental period at no fee.

**TERMS.** The lease term will begin on July 1, 2024 and will terminate on June 30, 2025.

**RENEWAL TERMS.** It will be the responsibility of the Tenant to advise the Landlord of their desire to enter into a new lease agreement for the year 2025 on or before January 31, 2025. If the Tenant does not so advise the Landlord on or before January 31, 2025, this Lease shall terminate on June 30, 2025.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly payments of \$375.00 per month, payable in advance on the 1<sup>st</sup> day of each month, for a total lease payment from July 1, 2023 - June 30, 2025 of \$4,500.00. Lease payments shall be made to Ocean County College, 1 College Drive, Toms River, New Jersey 08754. The landlord may, upon notice to the Tenant, require that Lease payments be sent to a different address.

**LATE PAYMENTS.** Payments not paid by the due date shall bear interest at 10.00% per annum until paid.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$1,000.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall not have the obligation to conduct any construction or remodeling of the Premises as specified above. Tenant may construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord, which shall not be reasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**UTILITIES AND SERVICES.** The Landlord will provide utilities, internet and janitorial services that the Tenant would require for normal use. Tenant is responsible for paying for extraordinary utilities, internet or janitorial services. The Tenant shall provide reasonable access to Landlord to the Premises for janitorial services.

**SIGNAGE AND POSTING.** All signage and postings and the location of said signage and postings related to the Tenant must be approved in writing by the Landlord.

**HOURS OF OPERATION AND CLOSURES.** The Tenant maintains business hours consistent with that of the Landlord. The Tenant is not permitted to operate when the Landlord is closed. In the event that the Landlord is closed or has a delayed opening due to inclement weather, emergency maintenance, or other unforeseen circumstance, the Tenant shall also adhere to such closure or delayed opening. See attached Observed Holiday Schedule.

**MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times.

**PROPERTY INSURANCE.** Tenant shall maintain casualty insurance on the Premises in an amount equal to 100.00% of the full replacement value. Landlord shall be named as an insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance in total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

**INDEMNITY REGARDING USE OF PREMISES BY LANDLORD.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur as a result of Tenant's negligence.

**INDEMNITY REGARDING USE OF PREMISES BY TENANT.** To the extent permitted by law, Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Tenant may suffer or incur as a result of Landlord's negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article of thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repairs is less than \$50,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the costs of repair is \$50,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**DEFAULTS.** Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation with 15 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent."

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from ownership existing at the inception of this Lease), without the prior written consent of Landlord, which shall not be unreasonably withheld.

**COMPLIANCE WITH LAW.** The Tenant agrees to comply with all applicable laws, ordinances, rules, and regulations of the Township Toms River, County of Ocean, State of New Jersey and federal government and all Ocean County College policies. The Tenant will not permit the Premises to be used for any unlawful purpose, and will indemnify and hold harmless the Landlord from any and all taxes, fines, penalties, and related legal costs that may result from or be due to any infractions of or noncompliance with such laws, ordinances, rules and regulations.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Name: Ocean County College  
 Address: 1 College Drive  
 Toms River, New Jersey 08755  
 Attn: Sara Winchester, Executive Vice President

**TENANT:**

Name: Ocean County PIC, Inc.  
 Address:

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**NON-DISCRIMINATION** The Tenant covenants that it will not discriminate against any person, including, but not limited to, sex, race, religion, natural origin, or disability, and that its programs will comply with the Americans with Disabilities Act and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

**NON-DISTURBANCE OF THE EDUCATIONAL PROCESS** The Landlord is first and foremost an educational institution, and therefore the Tenant shall ensure that all members and guests of the Tenant will refrain from using the other buildings on campus. It is imperative that the Tenant and its members and guests not enter an educational building or grounds nearby and create excessive noise or disturbances which would inhibit the educational process.

**USE OF LANDLORD'S NAME.** Tenant is prohibited from using Landlord's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without Landlord's prior written consent. This prohibition does not prevent the Tenant's use of the College's name to direct clients to their offices.



**NON-SMOKING ON CAMPUS** Tenant understands that the Landlord adheres to a strict non-smoking policy; smoking is not permitted on-campus or at any location that can reasonably be regarded as an extension of the campus. This smoking prohibition extends to smokeless tobacco and electronic vapor emitting devices, as well as the smoking of any other substance. Therefore, the Tenant shall ensure that all members and guests of the Tenant will respect the no smoking policy.

**LANDLORD ALCOHOL POLICY** The Tenant understands the Landlord adheres to a campus alcohol-free policy. Therefore, the Tenant shall ensure that all members and guests of the Tenant will comply with the alcohol-free policy.

**LANDLORD DRUG POLICY** The illegal use, manufacture, possession, transfer, distribution or sale of drugs is a violation of the State law and existing policy of the Landlord. The Tenant will therefore make every effort to uphold the law and render assistance and support to law enforcement agencies pursuing their objectives.

**TAXES.** During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the leased premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Premises, to the extent both are directly attributable to Tenant's use of premises. Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord.

**TERMINATION FOR CONVENIENCE** - Landlord may, when the interests of Landlord so indicate, terminate this agreement in whole or in part for the convenience of Landlord. Written notice of the same is required to be provided by Landlord and the termination shall be effective upon receipt of said notice by Tenant or 60 days from the date of the issuance of the termination, whichever first occurs

**INDEPENDENT AGENCIES**-The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and that each party is separate and distinct from the other.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other premises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of New Jersey.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**LANDLORD:**

**Board of Trustees of Ocean County College**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
Chair

\_\_\_\_\_ **Date:** \_\_\_\_\_  
Secretary

**TENANT:**

**Ocean County PIC, Inc.**

*Kim V. Ruggeri*  
\_\_\_\_\_ **Date:** 4/24/2024  
Officer

**EXHIBIT A- ROOM AND FURNITURE ARRANGEMENTS**

<b>Room#</b>	<b>Closet#</b>	<b># &amp; Type of Tables</b>	<b># &amp; Type of Chairs</b>	<b>Other Items</b>
<b>104</b>	<b>1</b>	(1) "L" Desk w/o hutch (by window) (1) "L" Desk w/ hutch (by door)	(2) Desk chairs (1) customer chair	(2) 2-drawer file cabinet w/ bookshelf