

**RESOLUTION NO. 2024-086**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING AN AGREEMENT WITH WEB ALLIANCE INTERNATIONAL AGENCY LLC FOR WEBSITE DESIGN WITH CONTENT MANAGEMENT**

**WHEREAS**, the Township of Little Egg Harbor desires to retain Web Alliance International Agency, LLC to create website design for Little Egg Harbor Township and the Little Egg Harbor Township Police Department with Content Management; and

**WHEREAS**, Web Alliance International Agency, LLC has submitted a proposal of \$15,000 one time fee to create a website design, with monthly maintenance charges of \$198.00 (\$99 each site) per month for the term of the contract; and

**WHEREAS**, the term of the contract for monthly maintenance charges for data transmission shall not exceed five (5) years in accordance with N.J.S.A. 40A:11-15; and

**WHEREAS**, the bid threshold for a municipality with a Qualified Purchasing Agent, pursuant to New Jersey Division of Purchase and Property - Adjustment to Public Bidding Threshold is \$44,000 and the proposal is under that bid threshold; and

**WHEREAS**, for all contracts that in the aggregate are less than the bid threshold but 15 percent or more of that amount, the contracting agent shall award the contract after soliciting at least two competitive quotations, if practicable; and

**WHEREAS**, the award shall be made to a vendor whose response is most advantageous, price and other factors considered; and

**WHEREAS**, the Township desires to award a contract to Web Alliance International Agency, LLC as most advantageous for website design and content management for the Township Police Department in accordance with the terms of this Resolution.

**r|m|sh|c**

Rothstein, Mandell, Strahm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby the award of a contract to Web Alliance International Agency LLC for web design for Little Egg Harbor Township and the Little Egg Harbor Township Police Department and a content management maintenance agreement for a term of five (5) years in accordance with the attached Schedule A.
2. That the Mayor and/or Township Administrator is authorized to execute and the Township Clerk to attest to the contract for Web Alliance International Agency LLC for web design for Little Egg Harbor Township and the Little Egg Harbor Township Police Department and a content management maintenance agreement for a term of five (5) years in accordance with the terms of this Resolution.
3. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract: VARIOUS 2024 BUDGET LINES
4. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer, Qualified Purchasing Agent, Township Chief of Police, and Web Alliance International Agency LLC.

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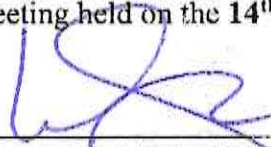
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**CERTIFICATION**

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor, do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 14<sup>th</sup> day of **March, 2024**.



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**KELLY LETTERA, CMC, RMC**  
Township Clerk  
Little Egg Harbor Township

**r|m|sh|c**

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**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, **RODNEY R. HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for a contract with Web Alliance International Agency LLC for web design for Little Egg Harbor Township and the Little Egg Harbor Township Police Department and a content management maintenance agreement for a one time fee of \$15,000.00 and a maintenance agreement of \$198.00 a month for the term of the contract.

The funds which are available for this contract are found in the following line item appropriations or ordinances: VARIOUS 2024 BUDGET LINES

  
\_\_\_\_\_  
**RODNEY R. HAINES**, Chief Financial Officer  
Township of Little Egg Harbor

**r|m|s|h|c**

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# SCHEDULE A

**rmshc**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
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This Agreement is entered into by and between **Web Alliance International Agency, LLC**. Located at 30 Mani Street, Storefront, Toms River, NJ 08753 (732) 818-0080 (hereinafter called "Company") and **TOWNSHIP OF LITTLE EGG HARBOR** Located at 665 RADIO RD, LITTLE EGG HARBOR TOWNSHIP, NJ 08087 (hereinafter called "Client"). Now therefore, the Parties agree as follows.

- 1. Duties of Company and Fees:**  
a. Creation of the following for Client:

**LITTLE EGG HARBOR TOWNSHIP AND LITTLE EGG HARBOR POLICE DEPARTMENT WEBSITE DESIGN WITH CONTENT MANAGEMENT.**

- Professional Custom Theme Design (Responsive in all mobile devices.)
- Existing Content Moving (Move content from your current website.)
- 3 Full Rounds of Theme Revisions
- Stock Photography Royalty Free Theme Images
- 1 Transition Home Page Element
- Design & Concept Interview
- Google Analytics Set Up (To track the visits, etc.)
- Content Management System for Easy Text and Body Image Changes.
- Employee Section (Password Protected)
- Facebook Headers Design
- Existing Content Moving
- Training

**TOTAL: \$15,000.00 (One Time)** (Does not include monthly hosting or domain name registration paid by client.)

**Monthly Maintenance Charges:**



Includes: Up to 60 minutes of updates per month (not cumulative) These can be text or plugin updates or support. Usually, things can be fixed within 60 minutes but if not then standard billing of \$85.00 per hour is charged, which is rare. Software Theme updates as needed. (Does not include any software you might have purchased on your own.)

**\$198.00 (\$99.00 each site) PER MONTH**

- a. All work/designs including web site may only be used for lawful purposes. Transmission or distribution of any material in violation of any government regulation is prohibited. This includes without limitation to copyright materials, trademarks, patents, statutory, common law or proprietary rights of others, or contain injurious formulas, or anything obscene or libelous.  
b. Client understands that company should be contacted for any all matters relating to services provided under this agreement.  
c. Hosting and domain name registration charges are not included. (If applicable)

**2. Duties of Client**

- a. Client will provide or approve text, graphics, photos, etc. required to create work described in 1 above.  
b. Client is responsible for verifying all designs and will hold Company harmless for any errors or omissions. Company will email a copy of designs to Client. If no changes are returned to Company within three (3) days Company will assume it to be satisfactory.  
c. Client will ensure that all designs comply with all State and Federal regulations.  
d. Client may not use Company's name, trademark or logos in connection with any product, promotion or publication without prior written consent.  
e. Client has all licenses and insurance necessary to conduct business. Client specifically warrants to Company that Client has taken all necessary action and has authority to enter into this Agreement with Company and that the person(s) signing on behalf of Client are specifically authorized and directed to do so by Client. This Agreement constitutes the legal, valid and binding obligation of Client, enforceable in accordance with its terms.  
f. Company has the right to use work/designs produced for Client for promotion.  
g. Client shall not unreasonably withhold acceptance of, or payment for, the project. If, prior to completion of the project, Client observes any nonconformance, the Company must be promptly notified, allowing for necessary corrections. Rejection of the completed project or cancellation during its execution will result in forfeiture of deposit and the possible billing for all additional labor or expenses to date. All elements of the project must then be returned to the Company. Any usage by Client of work created is prohibited.

 Company Initials  Clients Initials

Web Alliance International Agency, LLC.  
This contract void if not executed by both parties  
before 4/01/2024

**3. Payment Schedule**

a. Upon signing of this contract a Non-Refundable payment will be required in the amount of	\$7,500.00
b. Upon completion, before making the website live the remaining balance will be due.:	\$7,500.00
<b>TOTAL:</b>	<b>\$15,000.00</b>

Once website is launched Monthly Maintenance Charges will commence and a payment will be required of: \$198.00  
This \$198.00 payment will continue monthly, automatically, from Clients Credit card or by Check until cancelled with 30-days' notice.

**4. Warranties and Terms**

- a. Company shall not be liable for any damages resulting from and delay in performance or non-performance caused by circumstances beyond Company's control including, but not limited to, act of God, fire, flood, war, governmental action, accident, labor trouble or shortage, inability to obtain equipment Parts services or transportation, or other events of similar effect in connection with Company's obligations herein.
- b. Company will use due care in providing services covered by this Contract and the performance of all services called for in this Contract shall be consistent with industry standards. Company shall in no event be liable to Client for incidental, special, consequential, exemplary or punitive damages or for any loss of profits.
- c. In no event shall Company be liable for the usefulness, quality, or content of data supplied to Company by Client.
- d. Client shall be liable for and shall indemnify company for any and all attorney's fees and other costs and expenses paid or incurred by company in the enforcement hereof in collecting any amount due from Client to Company hereunder or resulting from any breach by client of any of the terms or conditions of this Contract.
- e. Any proceeding on this Contract by or against Company shall be initiated and maintained under the jurisdiction of the State of New Jersey, with venue in the courts of Ocean County. This Contract shall be construed and governed by the laws of the State of New Jersey. If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain effective.
- f. Company retains the right to refuse any content that is obscene, illegal or an infringement of the intellectual property rights of others.

**5. Termination**



- a. This Contract may be terminated immediately by either party for a material breach of this Contract on 10 days' written notice of such breach and a failure of the party in breach to cure such breach within the 10-day period.

**6. Notices**

- a. All notices and other communications required or permitted under this Contract shall be deemed delivered when mailed certified, postage prepaid, addressed as follows:  
Web Alliance International Agency, LLC, 30 Main Street, Toms River, NJ 08753 (732) 818-0080  
Client: As shown in Client Information Area below.

**7. Amendment**

- a. Except as otherwise provided herein, no provision of this Contract may be amended or modified except in writing signed by the Company. Any amendment to this Contract shall be effective the latter of either the effective date contained in the notice or fifteen (15) days after the notice is mailed, or when expressly agreed.

	Company Initials	 Clients Initials
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**8. Entire Contract**

a. This Contract, and any other documents executed in conjunction herewith, constitutes and expresses the entire understanding between the client and Company with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understanding, inducements or conditions, by Company or its sales representatives, whether expressed or implied, oral or written. Neither this contract nor any portion or provision hereof may be changed, waived or amended orally or in any manner other than by a writing specifically identified as such and signed by the duly authorized representatives of Company. If any provision of this Agreement is deemed illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

The undersigned client hereby certifies that all information contained in this contract and any other document supplied hereto, is true and accurate, that the undersigned is authorized to act on behalf of the Client and that the Client has read and will abide by all the terms and conditions of this Contract. The undersigned unconditionally guarantees to Company the performance of this Contract by Client, including payments of all sums due for the duration of the Contract and shall guarantee all obligations. If payment is made by credit card Client/Signer agrees to pay according to the card issuer agreement.

**ACCEPTANCE OF CONTRACT:**

The above prices, specifications and conditions are hereby accepted. Company is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above in Paragraph 3. Payment - Schedule

**Client Information:**

Name: TOWNSHIP OF LITTLE EGG HARBOR  
Address: 665 RADIO RD  
City: LITTLE EGG HARBOR TOWNSHIP  
State: NJ  
Zip: 08087  
Phone: 609-296-7241

**Company Information:**

Name: Web Alliance International Agency, LLC.  
Address: 30 Main Street  
City: Toms River  
State: NJ  
Zip: 08753  
Phone: 732-818-0080

RODNEY R. HAINES  
Name:  
[Signature]  
Signature  
2/16/24  
Date

REPRESENTATIVE  
[Signature]  
Signature  
2/16/2024  
Date