

**TOWNSHIP OF FRANKLIN  
R-166-22**

**AUTHORIZING THE MAYOR AND OR HIS DESIGNEE TO ENTER INTO A  
SHARED SERVICES AGREEMENT FOR THE MAINTENANCE OF THE SAFE  
AND EFFICIENT SHARED MAPPING INITIATIVE PROJECT BETWEEN THE  
TOWNSHIP OF FRANKLIN, THE DELSEA REGIONAL SCHOOL DISTRICT,  
AND THE FRANKLIN TOWNSHIP SCHOOL DISTRICT**

**THIS AGREEMENT**, made this \_\_\_ day of October, 2022 by and between the Township of Franklin, Gloucester County, State of New Jersey with offices at 1571 Delsea Drive, Franklinville, NJ 08322 (“the Township”); the Delsea Regional School District, with offices at 242 Fries Mill Road, Franklinville, NJ 08322; and the Franklin Township School District, consisting of the Mary F. Janvier Elementary School, the Main Road School and the Caroline L. Reutter School, with offices at 3228 Coles Mill Road, Franklinville, NJ 08322 (the “Elementary School”)(hereafter collectively “the Parties”), creates a Shared Services Agreement for the maintenance of the Safe and Efficient Shared Mapping Initiative Project (“Mapping Project”).

**WITNESSETH:**

**WHEREAS**, the Shared Services Act, N.J.S.A. 40A:65-1, *et. seq.*, authorizes and encourages local units, including municipalities, police departments, authorities and school districts, to enter into local contracts for services performed by local units in accordance with the law as a means of providing efficiencies in services; and

**WHEREAS**, on April 22, 2021, the Township was awarded a Local Efficiency Achievement Program (“LEAP”) grant in the amount of \$16,644 to develop and implement the Mapping Project through the terms and conditions set forth in an agreement between the State of New Jersey, Department of Community Affairs, Division of Local Government Services and the Township (see attached, Exhibit A); and

**WHEREAS**, on May 26, 2021, the Township, the Township of Franklin Board of Education and the Delsea Regional School District entered into a Shared Services Agreement to develop and implement the Mapping Project through the LEAP grant (see attached, Exhibit B); and

**WHEREAS**, the Mapping Project was successfully developed and implemented but requires ongoing maintenance to ensure it remains current and fully operational; and

**WHEREAS**, in addition to benefitting the Township schools, the Mapping Project also benefits the Township’s Fire and Police Departments and, as such, the Township has agreed to share in the cost of the maintenance of the Mapping Project and to serve as the Lead Agency under this Agreement; and

**WHEREAS**, the Parties have determined that the total costs for the annual maintenance of the Mapping Project is \$2,910.00; and

**WHEREAS**, by Resolution 166-22 duly adopted by the Township Committee on October 11, 2022, the Parties are authorized to enter into a Shared Services Agreement for the purpose of facilitating the performance of the maintenance of the Mapping Project see attached, Exhibit C);

**NOW, THEREFORE**, in consideration of the promises and mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, it is hereby agreed as follows:

1. **Scope of Services**, Each Party agrees to contribute \$970.00 per year for the term of this Agreement for the maintenance of the Mapping Project.

2. **Term.** This Agreement shall commence on October 26, 2022, and shall remain in effect for a period of five (5) years, through October 26, 2027. The Parties may meet prior to the expiration of the term to discuss the effectiveness of this Agreement and prepare for timely renewal of same. The new term shall be renegotiated by the Parties prior to the expiration of the initial term. If a new Agreement or temporary agreement is not established on or before October 26, 2027, all responsibilities of the Parties under this Agreement shall terminate at 11:59 p.m. on October 26, 2027.

3. **Maintenance Cost Payments.** In furtherance of the Services contemplated herein, the Parties shall contribute their respective \$970.00 annual share of the Mapping Project maintenance cost on a date or dates and in a manner that is mutually agreed upon by the Parties as necessary to ensure the maintenance is timely and complete.

4. **Governing Law.** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

5. **Waiver.** No failure on the part of any Party to this Agreement to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that any Party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

6. **Termination and Notices.** Either party may terminate this Agreement upon 30 days written notice to the other party, with notices to be sent to the respective addresses set forth above. Maintenance Cost Payments shall be pro-rated to the effective date of termination.

7. **Entire Agreement.** This Agreement constitutes the complete and exclusive Statement of the Agreement between the Parties. No terms, conditions, understandings or agreements purporting to amend or modify or vary this Agreement, unless hereafter made in writing and signed by each Party to be bound, shall be binding on any of the Parties.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be properly executed and attested to as of the day and year first written above.  
Adopted: October 11, 2022

COMMITTEE MEMBER	MOTION	2 <sup>nd</sup>	YES	ABSTAIN	NO	ABSENT
<b>T. Doyle</b>						
<b>D. Deegan</b>						
<b>M. Petsch-Wilson</b>						
<b>H. Flaim</b>						
<b>J. Bruno</b>						

Attest:

Township of Franklin

\_\_\_\_\_  
Barbara Freijomil, Clerk

\_\_\_\_\_  
John Bruno, Mayor

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday, October 11, 2022.

\_\_\_\_\_  
Barbara Freijomil, Clerk

ATTEST:

TOWNSHIP OF FRANKLIN

By: \_\_\_\_\_  
Barbara Freijomil,  
Township Clerk

By: \_\_\_\_\_  
Mayor John Bruno

ATTEST:

DELSEA REGIONAL SCHOOL DISTRICT

By: \_\_\_\_\_  
Joseph Collins,  
Business Administrator

By: \_\_\_\_\_  
Kathie Catucci  
Board of Education President

ATTEST:

FRANKLIN TOWNSHIP SCHOOL DISTRICT

By: \_\_\_\_\_  
Trish Birmingham,  
Business Administrator

By: \_\_\_\_\_  
Jason Brandt  
Board of Education President