

**TOWNSHIPS OF MANSFIELD
AND
SPRINGFIELD
COUNTY OF BURLINGTON, STATE OF NEW JERSEY**

RESOLUTION 2011-4-11

**A RESOLUTION AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT FOR THE
PROVISION OF SHARED MUNICIPAL COURT AND VIDEO EQUIPMENT BETWEEN THE
TOWNSHIP OF MANSFIELD AND THE TOWNSHIP OF SPRINGFIELD**

WHEREAS, the Township of Mansfield has video arraignment equipment installed in the Municipal Courtroom that can be extended to the Township of Springfield without detracting from services currently being provided by the Township of Mansfield Municipal Court; and

WHEREAS, by joining in the existing video arraignment installation, the Township of Springfield avoids having to incur largely duplicative costs to upgrade its Courtroom; and

WHEREAS, it is necessary to set forth the terms and conditions and procedures for the provision of shared video technology between the Township of Mansfield and the Township of Springfield; and

WHEREAS, the Interlocal Services Act (NJSA 40:8A-1 et seq) provides the mechanism for local governments to enter into contracts for the joint provision of required services.

NOW, THEREFORE, BE IT AGREED by the Township Committee of the Township of Springfield having its offices located at 2159 Jacksonville Road, Jobstown, New Jersey and the Township of Mansfield having its offices located at 24548 East Main Street, P.O. Box 249, Columbus, NJ as follows:

1. **LEAD AGENCY:** The Township of Mansfield will serve as the Lead Agency in this Interlocal Service Agreement since it is the Owner/operator of the video equipment and the Courtroom under this agreement.
2. **TERM:** The term of this Agreement shall be for three (3) years. This term can be extended for an additional three-year term, subject to the successful negotiation of the terms and conditions of the new contract. If either the Township of Mansfield or the Township of Springfield does not intend to renew the Agreement, there must be a 4 months notice of this intention prior to the expiration of the term to allow the Township of Springfield the time necessary to obtain alternative services.
3. **CAPITAL INVESTMENT:** Any Capital investment required by either the Township of Mansfield or the Township of Springfield to implement the video arraignment equipment shall be the responsibility of the party on whose property the equipment is located unless alternate provisions are specifically developed. To the extent the video arraignment equipment located in Mansfield has to be modified or enhanced to provide service to the Township of Springfield, the Township of Springfield shall pay for such modification or enhancement as the case may be.
4. **SYSTEM OPERATIONAL COSTS:** All operational costs required by either the Township of Mansfield or the Township of Springfield to operate the video arraignment equipment; e.g., media, telephone charges, shall be the responsibility of the party operating the equipment.
5. **FINANCIAL PROCEDURES:** The Township of Mansfield shall invoice the Township of Springfield annually for Springfield's operation of the equipment. The annual fee associated with this Interlocal agreement is \$600.00. All invoices shall be payable within 45 days of the receipt of the properly executed vouchers by the Township of Springfield. Invoices not paid in 45 days shall accrue interest at the legally established rate. Failure of the Township of Springfield to pay a voucher within 75 days of billing shall be grounds for immediate termination of services to the Township of Springfield by the Township of Mansfield.

