

LETTER OF INTENT BETWEEN THE TOWN OF WESTFIELD AND
THE WESTFIELD BOARD OF EDUCATION
WESTFIELD, NEW JERSEY

June 15, 2021

**RE: SHARED SERVICES AGREEMENT RELATED TO DEVELOPMENT OF
EDISON INTERMEDIATE SCHOOL ATHLETIC FIELDS AND
RELATED FACILITIES BY THE TOWN OF WESTFIELD**

This Letter of Intent ("LOI") outlines the agreement of the Town of Westfield, New Jersey (the "Town") and the Westfield Board of Education (the "BOE") (collectively, the "Parties") to explore the feasibility of entering into a future shared services agreement with respect to the Town's interest in the potential renovation and upgrade of the outside athletic fields and facilities located behind the Edison Intermediate School (the "Proposed Project").

This LOI is intended to set forth the Parties' current understanding regarding the Town's continued exploration of the Proposed Project on property owned by the BOE. The BOE supports and agrees to cooperate with the Town's continued investigation of the Proposed Project.

This is not agreement between the parties to proceed with any construction project, nor shall this LOI be interpreted in such a way that either party is compelled to enter into any shared services agreement or to negotiate the terms of a successor agreement.

This LOI is intended to be a nonbinding statement and preliminary concept of the Proposed Project as it is premature for the parties to finalize an agreement. This LOI is subject to the preparation of other agreements between the parties which will reflect, at a minimum, the following terms:

1. The Town shall design, construct, and maintain the athletic fields and facilities located at Edison Intermediate School.
2. The Town shall cooperate with the BOE in the design of the fields and facilities. The design of the fields shall reflect the actual current usage of the fields and facilities.
3. The Town shall incur all costs in connection with the design, construction and maintenance of the fields and facilities, including the servicing of all debt incurred by the Town in relation to this project, if any.

4. The Town shall fully indemnify, hold harmless and defend the BOE and its Board, employees and agents against any and all claims, actions, suits, liabilities, costs and expenses which arise out of or relate to the future shared services agreement.
5. Subject to the right of the BOE to terminate this agreement upon one year's notice in the event that the BOE wants to expand the existing building on the subject property onto the fields or facilities, the parties shall enter into an appropriate shared services agreement pursuant to and as authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A 40A:65-1 et seq., which agreement shall be for a period of 30 years at the cost to the Town of \$1.00 per year.
6. The future agreement between the parties shall set forth the standards of the level, quality, and scope of performance, and will detail the assignment and allocation of responsibility for meeting those standards between the parties.
7. The Town, through its Recreation Department, will continue to schedule the use of the fields and facilities, in cooperation with the BOE. The agreement between the parties shall ensure priority access by the BOE to the fields and facilities, and it shall include sample schedules to be followed for each season, as well as laying out a process for scheduling the fields and facilities and resolving any conflicts over their use.
8. The parties shall establish a permanent standing joint committee to work in support of their mutual beneficial interest in the collaborative shared use of the fields, facilities, and resources of both parties, and to investigate any other possible shared service opportunities that may benefit the taxpayers of Westfield.
9. The BOE shall attempt to assist the Town in the Town's efforts to pursue state and local government financial support for the design, construction and maintenance of the fields and facilities.

Approval of this LOI is contingent upon the approval of each of the respective governing bodies at a duly noticed, open, public meeting.

Accepted and agreed to by:

Town of Westfield

Westfield Board of Education

By: Michelle W. Randle
 Its: Mayor

By: Amy C. Root
 Its: President