

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF WINCHESTER
AND
SHENANDOAH UNIVERSITY**

PURPOSE: Shenandoah University (SU) and The City of Winchester (CW) intend to collaborate in order to promote economic development and improve the quality of life of their stakeholders.

The parties will endeavor to work on the following projects:

- Creating a new entrance to Winchester and Shenandoah University from Route 50.
- Examining the tennis courts and basketball areas to maximize and improve usage and safety for both SU and CW residents.
- Renovating and programming of the Amphitheater.
- Examining and improving the traffic flow around Jubal Early and Millwood Avenue.
- Creating student housing, classrooms, and/or performance spaces in the downtown area.

RESPONSIBILITIES OF THE PARTIES: The parties agree on the following intentions:

- SU agrees to work with CW to provide students and programs--residential, academic, and performing--that will increase economic development and growth.
- CW agrees to work with SU to create opportunities for improved student life and economic development in the downtown area and in the area surrounding SU.
- If a project has shared costs, the project will receive prior approval from both entities.

COMMUNICATIONS AND COORDINATION REPRESENTATIVES: To provide for consistent and effective communication between the SU and CW, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MOA. The principal representatives for this MOA are listed below.

Dr. Bryon Lee Grigsby
Senior Vice President and Vice President for Academic Affairs
Shenandoah University
1460 University Drive
Winchester, VA 22601

Mr. Jim Deskins, Director
Economic Development
Rouss City Hall
15 North Cameron Street
Winchester, VA. 22601

MISCELLANEOUS:

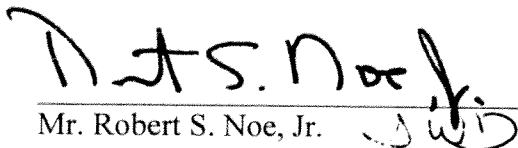
- a. Other Relationships or Obligations. This MOA shall not affect any pre-existing or independent relationships or obligations between the parties.
- b. Survival. The provisions of this MOA that require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of the MOA.
- c. Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

REVIEW: This agreement will be reviewed annually to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated and initialed by a representative of both parties.

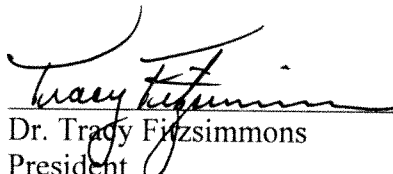
AMENDMENT, MODIFICATION AND TERMINATION: This MOA may be amended or modified only by written, mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party.

EFFECTIVE DATE: This agreement becomes effective upon the date of the last approving signature and document expires annually but automatically renews if no action is taken by either party.

ACCEPTANCE OF AGREEMENT:


Mr. Robert S. Noe, Jr.
Interim City Manager
City of Winchester

9/8/2009
DATE


Dr. Tracy Fitzsimmons
President
Shenandoah University

9-21-09
DATE

APPROVED AS TO FORM:


CITY ATTORNEY

END OF DOCUMENT