

**MEMORANDUM
OF
UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING by and between THE CITY OF WHEELING, a West Virginia municipality hereinafter referred to as “the CITY,” and BLUEFIELD STATE COLLEGE, a public institution in West Virginia and hereinafter referred to as “the COLLEGE.”

WHEREAS, the CITY and the COLLEGE are deeply committed to providing high quality educational opportunities that can meet the economic needs of the region and the state; and

WHEREAS, the CITY and the COLLEGE agree that providing such opportunities can best be achieved through the collaboration of both parties for the training of professional engineers by the COLLEGE through programs not offered by any other institution of higher learning in the area and through facilities currently owned and maintained by the CITY; and

WHEREAS, the CITY currently owns and maintains the former Ohio Valley Medical Center, hereinafter referred to as “OVMC;” and

WHEREAS, the CITY and the COLLEGE agree that OVMC provides a significant opportunity for the CITY to repurpose a portion of the facility for the training of high demand, engineering professionals and the COLLEGE to provide such education through the establishment of the ENGINEERING AND MANUFACTURING CENTER, hereinafter referred to as “the EMC”; and

WHEREAS, the CITY and the COLLEGE wish to memorialize their mutual understanding and commitment to high quality engineering education in the region by collaborating, advancing and negotiating in good faith an agreement that provides for the repurposing and partial occupancy of the former OVMC campus for educational use, a description/drawing of which shall be prepared, attached and incorporated herein; and

WHEREAS, memorializing the understanding between the CITY and the COLLEGE through this document will allow both parties to proceed with the financial and administrative planning necessary to create an enduring relationship that will benefit the community and the region, in general.

THEREFORE, be it UNDERSTOOD by the parties hereto the following:

- 1. Purpose.** The purpose of this Memorandum is to set forth the parameters for a collaboration between the CITY and the COLLEGE for the repurposing of a portion of

OVMC for educational use and may not be construed to serve as an enforceable contract or agreement between the two parties.

2. **Work.** As an initial step, the CITY and the COLLEGE shall work together to identify space at OVMC which the COLLEGE may use for academic instruction. The parties may also identify in a written addendum additional space that would allow for student housing and future program expansion.
3. **Terms to Negotiate.** Once space has been identified, the CITY and the COLLEGE shall negotiate an agreement that shall include, but may not be limited to, the following:
 - a. The term of the agreement;
 - b. The consideration to be exchanged between the parties;
 - c. The space subject to the agreement; and
 - d. The additional rights and responsibilities of each party not set forth herein.
 - e. Discussions concerning renovations necessary to repurpose the identified space.
 - f. Discussions concerning providing a one-year grace period for the payment on the lease by the COLLEGE.

4. **Terms Negotiated.** The agreement shall also include, in greater specificity, the following agreed upon terms that relate to the identified space to be used by the COLLEGE for academic instruction and student housing:

During the term of the agreement:

- i. The COLLEGE shall be responsible for all routine maintenance associated with the identified space;
 - ii. The COLLEGE shall pay a proportional or allocated share of the utilities associated with the identified space; and
 - iii. The COLLEGE shall pay a proportional share of all capital costs expended by the CITY that may be required to maintain the quality and integrity of the OVMC throughout the term of the agreement.
5. **Food Services.** The COLLEGE believes that the availability of food services is important for both students housed or attending classes at the EMC. As such, the COLLEGE may negotiate a plan to provide such food services and the CITY shall be consulted prior to any agreement with an entity providing such if such service utilizes space on the former OVMC campus.

6. **Student Housing.** The COLLEGE may seek a company to renovate and provide housing at OVMC, if such is available or elsewhere, for students of the EMC utilizing space formerly used for patient care. The COLLEGE further understands that the CITY shall be consulted prior to any agreement with a company or organization that may provide such housing if such is upon the former OVMC campus.
7. **Parking.** For the purposes of the agreement, "identified space" may include designated parking and/or access to the CITY Centre Market Parking Garage at a negotiated rate.
8. **Non-Binding Agreement:** This Memorandum of Understanding is intended by the CITY and the COLLEGE as a Non-Binding Agreement. The CITY has an absolute Reservation of the Right to sell any and all portions of the said premises, at any time, comprising the former OVMC campus and provide notice, within the CITY'S sole discretion, thereof.
9. **Timeliness.** The CITY and the COLLEGE agree that time is of the essence due to the COLLEGE'S need to align the planning, approval, promotion, admission of students and conduct of new and existing programs as well as providing student housing with its academic calendar. In that regard, the parties shall continue negotiations towards full COLLEGE use of the identified space by August 2021.

Entered into this 5th day of January, 2021.

CITY OF WHEELING

By: _____

It's _____

City Manager
1-5-2021

BLUEFIELD STATE COLLEGE

By: _____

It's President

Robin Gault
1/5/21

