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July 16, 2019

Centre Region Parks & Recreation  
2643 Gateway Drive, Suite #1  
State College, PA 16801



**Central  
Pennsylvania**  
CONVENTION & VISITORS BUREAU

**Tour. Roar. Explore...more!**

### Memorandum of Understanding

THIS MEMORANDUM, entered into effect the 18<sup>th</sup> of July 2019 by and between:

Centre County Lion Country Convention and Visitors Bureau, currently d/b/a Central PA Convention and Visitors Bureau and any other names under which it may hereafter conduct business, hereinafter referred to as ("CPCVB"),

And

The Centre Region Parks and Recreation Authority, hereinafter referred to as ("CRPR Authority").

#### WITNESSETH THAT:

**WHEREAS**, CPCVB recognizes that certain organizations exist within Centre County with the mission of serving and enhancing recreational opportunities for specific purposes and groups; and

**WHEREAS**, these organizations are separate and independent from the CPCVB and provide their own leadership, organizational, and operational structures; and

**WHEREAS**, although the stated missions of these organizations may differ, investment in public recreational facilities and programs creates mutually beneficial partnerships which provide quality recreational opportunities for many individuals served by the various parties; and

**WHEREAS**, CPCVB fosters and builds strong, working relationships with its Centre County sports facility affiliates, which relationships between the sports facilities and CPCVB are intended to enhance the opportunities to host larger events and trade shows, and to provide much needed additional space for local recreational and special events usage; and

**WHEREAS**, CRPR Authority is located in the heart of Centre County, Pennsylvania, conveniently located in the State College metropolitan area, with facilities located throughout the Centre Region to include the municipalities of College, Ferguson, Harris, and Patton Townships and the State College Borough, all of which are easily accessible from Interstate 99 and Route 322, and minutes from I-80, thereby making CRPR Authority's facilities ideal locations for local youth sports groups as well as regional events such as tournaments and special events for individuals and teams within a three-hour drive from Pittsburgh and Philadelphia, and other neighboring states; and

**WHEREAS**, CRPR Authority is developing the Phase I of Whitehall Road Regional Park to include two tournament-sized rectangular grass/synthetic turf fields with sports field lighting, two medium sized grass rectangular fields, a 12,000 LF walking trail, an All-Season Pavilion with concession stand and restrooms, and an All-Ability and Universally-Accessible Playground. In addition, CRPR Authority already operates two other regional parks: 1) Oak Hall Regional Park with four softball/baseball fields that can accommodate youth and adult play, a

restroom/concession building, and a one-mile perimeter walking trail, with additional phased plans to come; and 2) Hess Softball Complex with three softball/baseball fields that can accommodate youth and adult play. Lastly, CRPR Authority also manages many parks in the region that include sports fields that are used for local youth and adult league play and tournaments; and

**WHEREAS**, both CPCVB and CRPR Authority are considered integral contributors to sports offerings and opportunities within Centre County; and

**WHEREAS**, CPCVB receives certain revenues from Centre County through assessment of a hotel room rental tax pursuant to the Pennsylvania Act 18 of 2018, hereinafter ("Act 18"); and

**WHEREAS**, CPCVB has the authority to make funds available through grants to recipients under Act 18 for Marketing purposes through processes of accountability and transparency that are directly and substantially related to tourism, or for a business, convention, sporting event or tournament, or meeting travel destination within the county, and to improve and expand Centre County's role as a destination market.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, and intended to be legally bound, the parties hereby agree as follows:

1. CPCVB shall provide a grant to CRPR Authority in the amount of One Hundred Ninety-Three Thousand Seven Hundred Fifty and 00/100 (\$193,750) contingent upon acceptance and signing of this Memorandum of Understanding. The grant will be dispersed in equal payments spread over a three (3) year cycle.
2. In exchange for these funds received by CRPR Authority from CPCVB, CRPR Authority shall provide a cash or in-kind local match of a least twenty-five percent (25%) towards construction or development needs of the Phase I of Whitehall Road Regional Park.
3. In exchange for the funds received by CRPR Authority from CPCVB, CPCVB shall have "first right of refusal" on any weekend opportunities (to include Friday, Saturday, and Sunday), scheduled six (6) months or more before activity start date. In addition, CRPR Authority must receive approval from the CPCVB on any weekend requests that they receive six (6) months in advance before activity start date. Approval will be provided by CPCVB Director of Sales & Marketing and will be determined by area hotel impact and demand generated; the exceptions to this requirement are the dates chosen by Centre Soccer for its four (4) allowable tournaments scheduled by January 31 annually, per a separate Memorandum of Agreement. CRPR Authority has free sell on any requests within 6 months before activity start date, and no approval needs to be requested from CPCVB. All events will be contracted through CRPR Authority.
4. This "first right of refusal" granted to CPCVB by CRPR Authority shall run for five years starting from six (6) months prior to the projected opening of Whitehall Road Regional Park, regardless of whether this Memorandum of Understanding shall otherwise be amended or be terminated or shall expire, or a new Memorandum of Understanding shall be entered into by the parties hereto as set forth under the **ADDITIONAL TERMS** below. The opening date will be determined in 2019-2020 based on construction bid documents and proposed construction timeline, barring any weather delays or catastrophic events.
  - a) The CPCVB will be recognized as a "Community Champion" on our permanent Donor Tree recognition plaque and the CPCVB will also have a Donor Tree planted in the park with an identifying tree tag and four banners placed at all four sports fields within the park.
  - b) CRPR Authority shall at all times perform its due diligence to confirm that any expenditures made by it from these grant funds is in accordance with Act 18, and CRPR Authority shall file such reports and audits as directed and required by CPCVB.

- c) CPCVB and CRPR Authority will meet at least quarterly to coordinate all sales and marketing efforts to fill the facility. Other area sports centers will also be invited to join the meeting so that all efforts are coordinated to best benefit the facility occupancy, area hotel demand, and economic impact. This process will begin the new CPCVB Sports Commission so that all groups are working together and on one community calendar.
- d) CRPR Authority, or designated CRPR Agency Staff, will offer site inspections and FAM (familiarization) tours for potential tournaments as requested by CPCVB, once the Whitehall Road Regional Park is open for public access.
- e) CRPR Authority and the CPCVB will establish reciprocal website linkage to assist in mutual promotion opportunities.
- f) CPCVB will conduct sales and marketing activities to attract tournament events to Whitehall Road Regional Park during the term of this Memorandum of Understanding, noting that "first right of refusal" use will be available starting six (6) months in advance of the park's opening.
- g) CRPR Authority shall abide by all federal, state, and municipal anti-discrimination laws, and shall abide by all municipal zoning, occupancy, fire, and safety laws.
- h) For CPCVB successfully-bid tournaments, CPCVB shall require the CRPR Authority to use qualified officials from local amateur sports leagues (i.e., PA West Soccer or USA Lacrosse) for tournaments held at Whitehall Road Regional Park.
- i) These grant funds provided by CPCVB to CRPR Authority shall not be used by CRPR Authority for any religious purposes or activities of any kind at any time.
- j) Any third-party organization contracted by CPCVB for the Whitehall Road Regional Park will pay the required tournament use fees per CRPR Authority's Annual Fee Policy.
- k) Commercial sponsorships for any CPCVB event or tournament or any CPCVB co-sponsored event or tournament, brought to Whitehall Road Regional Park, must be approved in advance by the CRPR Authority in order to avoid any sponsorship overlap or competition.
- l) CRPR Authority shall consult with and shall immediately notify CPCVB if CRPR Authority finds itself unable to fulfill its full obligations of space and facilities at Whitehall Road Regional Park for use for any event or tournament booked or co-sponsored by CPCVB, and if space and facilities become unavailable shall work cooperatively with CPCVB to secure an alternate facility or facilities.
- m) This Memorandum of Understanding may be revised in accordance with each organization's needs if both parties agree to such revisions, provided that any such amendment must be in writing and executed by both parties hereto.
- n) CPCVB specifically reserves the right to prematurely terminate this agreement at any time, if, in its sole discretion, it determines that CRPR Authority has violated any of the terms of this agreement. Upon termination, CPCVB and the CRPR Authority hereby agree to negotiate a repayment amount of any and all funds paid to CRPR Authority by CPCVB for events or tournaments, and not including the donation noted in Item 1, which CPCVB determines have been inappropriate or unlawful expenditures according to this agreement.
- o) CRPR agrees to indemnify and hold the CPCVB harmless from and against any damages or losses as a result of the use of funds by the CRPR hereunder in violation of current state law

(Act 18 – 2016), including reasonable accounting and legal fees of the CPCVB as a result of any such actual violation.

- p) The CRPR Authority would honor tournament bids that may extend beyond this five-year agreement. It is suggested that this agreement be updated at that time to define new terms based on the performance of the current agreement.

Except for the ongoing "first right of refusal" as granted to CPCVB and set forth in Paragraph 3 above and which shall be continuing, this Memorandum of Understanding shall expire exactly five years from the actual opening date noted in Item 4 above, unless otherwise amended by the parties in writing or prematurely terminated by CPCVB under the terms and conditions set forth above, and can be renewed upon expiration upon the mutual agreement of both parties.

NOTICE: All notices or other communications which are required or permitted herein shall be given by written notice addressed to the party to whom it is intended, at the addresses listed below.

FOR CPCVB:

Central Pennsylvania Convention and Visitors Bureau  
Attn: Executive Director  
800 East Park Avenue  
State College, PA 16803

FOR CRPR AUTHORITY:

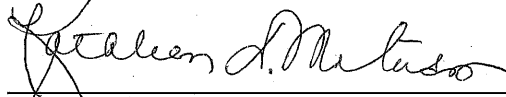
Centre Region Parks and Recreation Authority  
2643 Gateway Drive, Suite #1  
State College, PA 16801

Each signatory below certifies his/her understanding of the provisions of this Memorandum of Understanding and the agreement of his/her organization to abide by its terms and conditions in all respects.

CPCVB

BY:   
President & CEO  
Authorized Signatory

CRPR AUTHORITY

BY:   
Chairperson  
Authorized Signatory

Date: 7/18/19

Date: 7/18/19