



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM, entered into effect the 11th of July 2019 by and between:

Centre Soccer and any other names under which it may hereafter conduct business, hereinafter referred to as ("Centre Soccer"),

And

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

WITNESSETH THAT:

WHEREAS, Centre Soccer 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 Centre Soccer 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, Centre Soccer fosters and builds strong, working relationships with its Centre Region sports facility affiliates, which these relationships between the sports facilities and Centre Soccer are intended to enhance the opportunities to host youth and adult soccer leagues and soccer tournaments, and to provide a positive and beneficial community outreach for all Centre Region residents; 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 and adult sports group activities 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, and 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 Centre Soccer and CRPR Authority are considered integral contributors to sports offerings and opportunities within the Centre Region; and

WHEREAS, Centre Soccer is a self-supporting organization through enrollment fees, organizational grants, and fundraising; and

WHEREAS, Centre Soccer and the CRPR Authority have a good and long-standing working relationship for the betterment of youth and adult sports in the Center Region, and both organizations agree that a mutually-beneficial fundraising partnership will benefit not only Centre Soccer but the entire Centre Region sports groups.

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. Centre Soccer and the CRPR Authority agree to co-fundraise toward a minimum One Million and 00/100 (\$1,000,000) for the Whitehall Road Regional Park Phase I project, particularly for, but not limited to, synthetic turf and sports field lighting, contingent upon acceptance and signing of this Memorandum of Understanding.
2. In exchange for the funds received by CRPR Authority from the co-fundraising efforts, Centre Soccer shall have "first right of refusal" on the following scheduling opportunities for its youth and adult leagues and tournaments, to include field rental fees per the prevailing Fee Policy:
 - Four (4) tournament weekends at Whitehall Road Regional Park to include synthetic turf and lights and non-lighted grass fields, and with dates determined by January 31, annually;
 - One (1) synthetic turf field with lights for the Spring, Summer, and Fall seasons (February-November), four nights/week, with dates determined by deadlines noted in Appendix A;
 - One (1) non-lighted grass field** for the Spring and Fall seasons (March/April-May and September-November), four nights/week, with dates determined by deadlines in Appendix A;
3. In exchange for the "first right of refusal" for the scheduling opportunities noted in Item 2 above and provided by the CRPR Authority, Centre Soccer shall provide contact information to include names, addresses, phone numbers, and email addresses from past fundraising campaigns in order to construct a mailed solicitation for Whitehall Road Regional Park Phase I co-fundraising campaign, as well as conduct one-on-one donor visits. In addition, and when scheduling allows and where appropriate, Centre Soccer and the CRPR Authority shall attend together all fundraising meetings when proposing a funding plan to a potential donor. A structured timeline and process will be created once this agreement is executed.

4. The CRPR Authority will provide all donor tracking, invoicing, receipts, and Donor Recognition, provided within the fundraising materials created for the Whitehall Road Regional Park Phase I co-fundraising campaign.
5. This “first right of refusal” granted to Centre Soccer by CRPR Authority shall run for Twelve (12) years starting with the execution of this agreement, 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. Twelve years allows for the co-fundraisers to execute the co-fundraising campaign as well as for the time dedicated to the Land Development Plan, bidding, and construction for the Phase I of Whitehall Road Regional Park, over an estimated two-year process, and then Centre Soccer’s actual use and the “first right of refusal” beginning when the park officially opens.
 - a) Per CRPR Authority’s Donor Recognition Program, all donors who donate through this co-fundraising program will receive their individual Donor Recognition via the fundraising materials created for the Whitehall Road Regional Park Phase I fundraising campaign. CRPR Authority will validate and execute all recognition requirements.
 - b) CRPR Authority shall, at all times, perform its due diligence to confirm any expenditures required by the Donor Recognition Program for donations received through this co-fundraising campaign.
 - c) Centre Soccer and CRPR Authority will meet monthly at a minimum during the co-fundraising campaign to plan donor visits, review records, create the mailed solicitation, etc.
 - d) CRPR Authority will offer site visits or review of the Phase I plans for potential donors as requested by Centre Soccer.
 - e) 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.
 - f) For any successfully-bidd soccer tournaments by the Central PA Convention and Visitors Bureau (CPCVB) for Whitehall Road Regional Park, for the duration of the agreement between CRPR Authority and CPCVB, the CRPR Authority shall encourage Centre Soccer to assist where it can with the execution of these tournaments to include promotion of said tournament(s), contracting qualified officials from local amateur sports leagues (i.e., PA West Soccer), and any other on-site logistical assistance.
 - g) CRPR Authority shall require Centre Soccer to use qualified officials from local amateur sports leagues (i.e., PA West) for tournaments held at Whitehall Road Regional Park.
 - h) As previously stated, the “first right of refusal” granted by this agreement does not waive Centre Soccer’s requirement to pay the required field rental and tournament rental fees at Whitehall Road Regional Park.
 - i) Commercial sponsorships for any event or tournament brought to Whitehall Road Regional Park by Centre Soccer or co-sponsored by Centre Soccer and another organization must be approved in advance by CRPR Authority in order to avoid any sponsorship overlap or competition.

- j) Centre Soccer shall consult with and shall immediately notify CRPR Authority if it finds itself unable to utilize its designated field allotments or tournament dates at Whitehall Road Regional Park.
- k) At no time will Centre Soccer be allowed to sublet its designated field time to any other youth or adult sports organization without seeking CRPR Authority's express permission, and by seeking that permission does not guarantee approval.
- l) 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.
- m) CRPR Authority specifically reserves the right to prematurely terminate this agreement at any time, if, in its sole discretion, it determines that Centre Soccer has violated any of the terms of this agreement. Upon termination, Centre Soccer and the CRPR Authority hereby agree to negotiate a repayment of field rental and tournament fees if paid in advance.
- n) CRPR Authority would request that Center Soccer entertain Special Requests for other youth league playoffs and championships per Appendix A.
- o) The following benchmarks are suggested for meeting minimum fundraising and to show progress and commitment on behalf of Centre Soccer; donation tracking will be provided to both the Authority and Center Soccer. The benchmarking goals are:

Currently in-hand for lights/synthetic turf: \$45,000
July 2019 – Execution of Memorandum of Understanding
August 2019 - \$5,000 of new donations/grant funds
September 2019 - \$200,000 of new donations/grant funds
December 2019 - \$500,000 of new donations/grant funds
January 2020 - \$100,000 of new donations/grant funds
February 2020 - \$100,000 of new donations/grant funds
March 2020 - \$50,000 of new donations/grant funds
Minimum Goal = \$1,000,000

Ultimately, fundraising could continue through June 2021, but changes to construction options may need to occur if CRPR Authority and Centre Soccer have not reached certain fundraising levels that would afford adding lights, synthetic turf, or any other amenities during Phase I construction, which is set to run tentatively March/April 2020-June 2021.

- p) If the minimum goal is not met by June 2021, the priority use levels as noted in Paragraph #2 will be reevaluated and will be adjusted based on the suggested terms noted in Appendix A, Item A. These benchmarks would be guides for any changes to the priority use agreement including the number of fields, days of the week, organizational schedule, and tournament weekends based on the ultimate co-fundraising levels.

Except for the ongoing "first right of refusal" as granted to Centre Soccer and set forth in Paragraph 3 above and which shall be continuing, this Memorandum of Understanding shall expire exactly Twelve (12) years from the date of signature below, unless otherwise amended by the parties in writing or prematurely terminated by CRPR Authority under the terms and conditions set forth above. **This**

Memorandum of Understanding 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 CENTRE SOCCER:

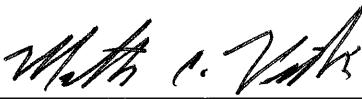
Centre Soccer
Attn: President
211 Scholl Street
State College, PA 16801

FOR CRPR AUTHORITY:

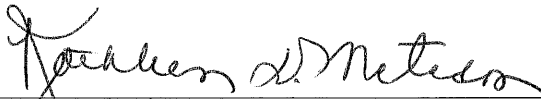
Centre Region Parks and Recreation Authority
2643 Gateway Drive, Suite #1
State College, PA 16801

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.

CENTRE SOCCER

BY: 
President
Authorized Signatory

CRPR AUTHORITY

BY: 
Chairperson
Authorized Signatory

Date: 7/8/19

Date: 7/11/19

APPENDIX A

Item A:

If CRPR Authority have to enact a change in priority use levels, these options would be benchmarks in formulating facility use based on fundraising amounts.

\$500,000 combined fundraising efforts – CS would receive:

2 tournament weekends – dates determined by January 31; includes synthetic and grass

1 synthetic turf field – Spring season – February-May – 4 nights/week (Sun.-Wednesday, 5:00-10:00 PM)

1 grass field** – Spring season – March/April-May – 4 nights/week (Sun.-Wednesday, 5:00-variable ending time)

\$750,000 combined fundraising efforts – CS would receive:

3 tournament weekends – dates determined by January 31; includes synthetic and grass

1 synthetic turf field – Spring and Summer seasons – February-August – 4 nights/week (Sun.-Wednesday, 5:00-10:00 PM)

1 grass field** – Spring and Summer seasons (Fall rest) – March/April-August – 4 nights/week (Sun.-Wednesday, 5:00 PM-variable ending time)

\$1,000,000 combined fundraising efforts – CS would receive:

4 tournament weekends – dates determined by January 31; includes synthetic and grass

1 synthetic turf field – Spring, Summer, and Fall seasons – February-November – 4 nights/week (Spring & Summer: Sun.-Wednesday, 5:00-10:00 PM; Fall: Mon.-Thurs., 5:00-10:00 PM)

1 grass field** – Spring and Fall seasons (Summer rest) – March/April-May and September-November – 4 nights/week (Spring: Sun.-Wed, 5:00-10:00 PM; Fall: Mon.-Thurs., 5:00-10:00 PM)

**Subject to weather closures.

Item B - Centre Soccer Caveats:

- All fields will be scheduled AFTER CRPR use, particularly weekends, plus other exceptions noted below.
- Fields are reserved for priority-use space.
- Field rental and tournament fees still apply.
- The scheduled noted in Paragraph #2 above assumes that Whitehall Road Regional Park Phase I has synthetic turf and sports field lighting. Lights will not be installed until synthetic turf is installed.
- The Fall schedule changes from Sunday-Wednesday nights to Monday-Thursday nights to accommodate CRPR Youth Flag Football.
- Once Centre Soccer submits its schedule by January 31 each year, for youth and adult tournaments, all unused weekends will revert to CRPR for scheduling in this order: 1) other CRPR programming not already accounted for; 2) Central PA Convention and Visitors Bureau tournaments and events; 3) other youth sports leagues and tournaments, and 3) other adult sports leagues and tournaments.
- The Whitehall Road Regional Park will be open from dawn to dusk, year-round. Otherwise, when lighted sports field are in use, all sports field activities and sports field lighting will turn off at 10:30 PM. Safety lighting will remain on through 11:00 PM when the park closes for the night.

Item C - Definitions:

- Spring Season – February 1-May 31 – deadline for field requests is January 2
- Summer Season – June 1-July 31 – deadline for field requests is April 1
- Fall Season – August 10*-November 30 – deadline for field requests is July 1
- December and January – Synthetic turf fields will be closed unless weather allows for pop-up activity scheduling with CRPR reserving all rights to the fields.
- CRPR Authority requests some flexibility on Centre Soccer's part to provide some limited interruption of their schedule for some youth leagues to play their playoffs or championships on the synthetic turf during the spring, summer, and fall months, where possible, and where there is no conflict for previously scheduled Centre Soccer league playoffs and championships. Possibly, a trade of field space could be provided for these special requests.

*Annual synthetic turf maintenance will be conducted the first full week of August each year; therefore, first date of fall season will vary.