



State College Area School District

Randy Brown

Finance and Operations Officer/Open Records Officer

240 VILLA CREST DRIVE • STATE COLLEGE, PENNSYLVANIA • 16801

TELEPHONE: 814-231-1021 • FAX: 814-466-6068

To: Curtis Johnson

From: Mike Fisher and Randy Brown

Re: SCASD and Patton Township Memorandum of Understanding for Park Forest Middle School

Date: February 2, 2026

Recommendation:

Administration recommends the approval of the attached memorandum of understanding with Patton Township.

Background:

The district design team for the Park Forest Middle School project has been working with Patton Township to gain approval of the land development plan. Part of the requirements of the land development plan will include a traffic signal at the intersection of Little Lion Drive and Valley Vista Drive.

The required traffic analysis has been completed and reviewed with PennDOT officials. The submission requires a financial and operational commitment from the township for the traffic signal. In order for the township to make the necessary commitment to PennDOT, the district must approve the MOU which commits to provide and install the signal.

MEMORANDUM OF UNDERSTANDING

**Between
Patton Township
and
State College Area School District**

This Memorandum of Understanding (“MOU”) is entered into as of _____, 2026, by and between State College Area School District (“District”) and Patton Township (“Township”) (District and Township are each a “Party” and collectively the “Parties”).

1. Purpose

As the Township is obligated to provide a financial commitment for the installation of a traffic signal as part of the signal warrant review to the Pennsylvania Department of Transportation (“PADOT”), the purpose of this MOU is to establish funding for the traffic signal improvement (“Signal”) as part of the Park Forest Middle School (“PFMS”) project. The Signal is needed to mitigate traffic impact of the PFMS traffic and provide safe and efficient access to the PFMS project site. The Signal will be located at Little Lion Drive and Valley Vista Drive in Patton Township.

2. Responsibilities of the School District

The District agrees to provide all funding necessary for the design, specification, construction, installation, and inspection of the Signal. The District further agrees to follow all Township and PADOT procedures related to the design and dedication of the Signal to the Township. The District is aware that the Township bears no responsibility for the costs and timeline associated with review and approval of the Signal by PADOT. The District is responsible for all costs to construct and install the Signal and for the maintenance of the Signal until the Signal Acceptance as described hereafter.

3. Responsibilities of the Township

The Township agrees to submit the required correspondence to PADOT upon execution of this MOU. Following construction/installation of the Signal, the Township agrees to take ownership of the Signal after certification by Township staff and/or its traffic engineer that the Signal meets all applicable regulations, and the Signal passes the 30-day test, the 180-day warranty period and is offered for formal acceptance by the Township (“Signal Acceptance”). The Township further agrees that it will own and maintain the Signal in perpetuity and that it will add it to its yearly maintenance schedule. The Township will be financially responsible for the Signal once it passes the 180-day warranty period.

4. Financial Terms

The District agrees to pay 100 percent of the costs related to the design, specification, construction, installation, and inspection of the Signal at Little Lion Drive and Valley Vista Drive.

The Township agrees to pay 100 percent of the ongoing maintenance and operation costs for the Signal after the Signal Acceptance.

5. Insurance and Liability

Each Party shall maintain insurance coverage as required by law. To the extent permitted by law, each Party agrees to be responsible for the acts and omissions of its own officers, employees, contractors and agents.

Nothing in this MOU shall be construed as a waiver of sovereign, governmental, or statutory immunities.

6. Term and Termination

This MOU shall commence on the date executed by both Parties and remain in effect until Signal Acceptance and appropriate documentation thereof.

7. Integration and Amendment

This MOU constitutes the entire understanding of the Parties and supersedes any and all prior agreements and negotiations, oral or written, between the Parties. There are no representations, warranties, covenants or undertaking other than those expressly set forth herein. This MOU may be amended only by written agreement signed by authorized representatives of both Parties and after official action is taken by each Party.

8. Compliance with Laws

Both Parties shall comply with all applicable federal, state, and local laws, regulations, and policies. This Agreement and all claims and dispute arising therefrom shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. No Waiver

The failure of any Party hereto to insist upon strict performance of this Agreement or any other terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

10. Severability

Should any term, condition, clause or provision of this Agreement be found to be illegal, invalid or unenforceable, such term, condition, clause or provision shall be deemed severed and shall not affect the continuing operating validity or enforceability of any remaining terms, conditions, clauses, and provisions of this Agreement.

11. Counterparts

Several copies of this Agreement shall be signed, and this Agreement shall be binding even if all counterparts are not signed by all Parties, so long as each Party has executed at least one (1) counterpart. Any counterpart or any combination of counterparts signed by all Parties shall be deemed an original.

12. Right to Know Law

This MOU is subject to the Pennsylvania Right to Know Law (“RTKL”) and the Parties agree to provide notice to each other as to any RTKL requests received relative to this MOU and/or the Signal.

Signatures

State College Area School District:

By: _____

Name: _____

Title: _____

Date: _____

Patton Township:

By: _____

Name: _____

Title: _____

Date: _____