

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made as of the \_\_\_\_ day of \_\_\_\_, 2023 (the “Effective Date”) by and between the City of Minneapolis, acting by and through its Park and Recreation Board (“Park Board”), a body corporate and politic under the laws of the State of Minnesota, and The Toro Company (“TTC”), a Delaware corporation on behalf of itself and its subsidiaries, herein referred to individually as a Party and collectively the Parties, and relates to a collaboration between the Parties known as the Net Zero Emissions Project (“Project”).

### RECITALS

Whereas, The [Park Board](#) was created by the Minnesota Legislature in April 1883 and has the authority to manage and operate park facilities within and outside of the corporate limits of the City of Minneapolis;

Whereas, The [Park Board](#) manages and maintains nearly 7,000 acres of parkland using a variety of skills, means, methods, and equipment:

Whereas, The [Park Board](#) recognizes the imperatives of climate change and impacts of operating a park system using equipment that is largely dependent on fossil fuels;

Whereas, The [Park Board](#) is progressively employing a fleet composed of vehicles and equipment less dependent on fossil fuels;

Whereas, The [Park Board](#) continues to seek new means and methods of caring for Minneapolis park resources using alternative maintenance strategies and energy sources;

Whereas, TTC is a manufacturer of equipment commonly employed in the care and perpetuation of landscapes, including parks and recreation areas and facilities;

Whereas, TTC is developing more expansive range of non-fossil fuel driven equipment and tools usable for the care and perpetuation of parks and recreation areas and facilities;

Whereas, TTC has initiated a research program directed to opportunities for innovation in its products with a goal of driving maintenance practices toward net zero emissions;

Whereas, TTC desires to collaborate with the [Park Board](#) to study its practices relating to maintenance and operations to better understand the potential for driving those practices toward net zero emissions;

Whereas, The [Park Board](#) sees benefit in the collaboration as it seeks to identify and implement more sustainable practices supporting its maintenance and operations of parks and recreation areas and facilities;

NOW, THEREFORE, The Parties agree to pursue the Net Zero Project (“Project”), an initiative of TTC directed to understanding the capacity of and strategies supporting the movement of the [Park Board](#) to a net zero emissions position through collaboration and sharing information in furtherance of the Project. To achieve these and other objectives, Parties agree various commitments as enumerated in this MOU.

- 1.0 *Project Vision.* The vision of this Project is directed to TTC's work with the [Park Board](#) (and other leading park and recreation agencies in the U.S) to develop a Net Zero Customer Plan with and for the [Park Board](#) (and other participating park and recreation agencies). The work will entail TTC understanding the [Park Board's](#) broader thinking about net zero emissions and how the [Park Board's](#) net zero objectives fit within the context of its other organizational goals, reporting, and budgeting work. This work will also require the [Park Board](#) to gain a deeper understanding of Toro's work, capacity, and objectives.
- 2.0 *Project Goals.* The Parties agree that participation in this MOU will result in both independently and mutually supportive data and findings that either Party may use in its best interests: In the pursuit of this MOU, the Parties agree upon the following anticipated outcomes:
  - 2.1 For the [Park Board](#). Participation in this MOU will result in guidance directing [Park Board](#) efforts toward a net zero emissions position. Guidance will be documented in a Net Zero Customer Plan prepared specifically for the [Park Board](#) by TTC and aligned with the [Park Board's](#) organizational goals, reporting, and budget. Such practices would be aligned with goals defined by the Board of Commissioners, including but not limited to the following:
    - 2.1.1 2023 Minneapolis Park and Recreation Board Budget
      - 2.1.1.1 Strategic Direction A - Act boldly for our climate future
        - 2.1.1.1.1 Performance Goal – Carbon Footprint – By 2026, reduce the [Park Board's](#) operational carbon footprint by 25% from the 2018 level.
        - 2.1.1.1.2 Performance Goal – Resiliency in Master Plans – Identify and track resiliency projects in service area master plans and the ecological system plan and advance 15% of identified projects by 2026.
    - 2.1.2 Parks and All: The Minneapolis Park and Recreation Board 2021-2036 Comprehensive Plan
      - 2.1.2.1 Strategy 3: Provide core services with [care](#).
        - 2.1.2.1.1 Strategy 5: Evaluate all equipment replacements with sustainable technology alternatives in mind.
      - 2.1.2.2 Goal 4: Work from our strengths and determine our role in [partnerships](#).
        - 2.1.2.2.1 Strategy 13: Collaborate with other agencies and organizations to share best practices in parks and recreation, governance, engagement and public service.
  - 2.2 For TTC. Participation in this MOU will provide TTC with actual and practical data relating to the operations of a park and recreation system as it addresses opportunities for product and practice innovation addressing a net zero emissions position.
- 3.0 *[Park Board](#) Commitments.* In the pursuit of this MOU, the [Park Board](#) will:
  - 3.1 Work collaboratively on the Project with TTC;
  - 3.2 Assign a staff level lead to participate collaborative in the Project;
    - 3.2.1 For the [Park Board](#), the staff level lead shall be:

- (to be designated by the Park Board's Superintendent)
- 3.3 Assign staff as necessary to manage the Project for the Park Board and be TTC's point of contact for the project;
  - 3.4 Assist TTC in defining or narrowing parks and "green spaces" in which investigations would be conducted to ensure the greatest potential of range of landscape types and associated maintenance are considered and are within TTC's scope and timeline.
  - 3.5 Assist TTC in its focus on the TTC Net Zero Project Focus Areas, identified above, by providing TTC access, information, and collaboration as necessary;
  - 3.6 Share and provide spending, data, and other information for each project focus area;
  - 3.7 Permit TTC to place devices on Park Board vehicles and equipment, in the ground, or in other locations as needed to collect information related to project focus areas;
  - 3.8 Pay the cost for data collection devices (estimated to \$200-300 per device) if necessary; the Park Board and TTC will review the Park Board's existing devices to determine their sufficiency for collection of data supporting the Project; and
  - 3.9 Allow TTC to analyze the Park Board data for each project focus area. If needed, the Park Board will permit TTC to collect additional data to ensure collected data is sufficient to assess efficiency and make efficiency improvement recommendations.
- 4.0 *TTC Commitments:* In the pursuit of this MOU, the TTC will:
- 4.1 Work collaboratively on the Project with the Park Board, Park Board Superintendent, and Park Board project lead;
  - 4.2 Assign a staff level lead to participate collaborative in the Project;
    - 4.2.1 For TTC, the staff level lead shall be:  
(to be designated by TTC)
  - 4.3 Define or narrow the geographic scope of the investigations based on landscape types and associated maintenance with the intention of covering broadly the greatest range within TTC's scope and timeline;
  - 4.4 Direct attention to the four Focus Areas and associated tasks as the core part of the research:
    - 4.4.1 *Green Space Management:* TTC will conduct the investigations related to the management of the Park Board's parks and other "green spaces," including but not limited to:
      - 4.4.1.1 Assess management of the Park Board green spaces through job and operational practices;
      - 4.4.1.2 Review existing standards of the Park Board related to Green Space Management;
      - 4.4.1.3 Review future strategies; and
      - 4.4.1.4 Recommend job and operational optimization related to parks and green space management.

- 4.4.2 *Green Space Emissions Improvement:* TTC will conduct investigations related to emissions of Park Board's fleet and its operational practices, including but not limited to:
    - 4.4.2.1 Assess current Park Board vehicle and equipment emissions through job and operational practices;
    - 4.4.2.2 Measure the Park Board vehicle and equipment emissions;
    - 4.4.2.3 Analyze Park Board jobs, practices, and emissions data; and
    - 4.4.2.4 Recommend Park Board job, equipment, and operational practices to reduce emissions with goal of achieving net zero emissions.
  - 4.4.3 *Green Space Water Management:* TTC will investigate the Park Board's water use practices, including but not limited to:
    - 4.4.3.1 Assess Park Board water access, usage, management, and job and operational practices;
    - 4.4.3.2 Review existing Park Board water management standards; and
    - 4.4.3.3 Recommend water management strategies related to access, usage, and job and operational practices optimization.
  - 4.4.4 *Green Space Infrastructure Planning:* TTC will, based on the tasks stated above and other work that may be necessary to achieve the goals supporting the Project, prepare materials for consideration by the Park Board as it moves toward a net zero emissions position, including but not limited to:
    - 4.4.4.1 Provide immediate and long-term strategies for merging Park Board equipment, people, and other resources with the environment and organizational goals; and
    - 4.4.4.2 Present findings to staff and to the Board of Commissioners.
  - 4.4.5 Where the physical collection of data is required through on-site downloading, TTC agrees to do so in a manner and at a time that is the least disruptive to the Park Board's operations and maintenance activities.
  - 4.4.6 TTC agrees not to share Park Board spending, vehicle, equipment, park, operational, job, or other Park Board data; Park Board analysis; and Park Board recommendations with other agencies without express written permission from the Park Board.
  - 4.4.7 TTC agrees not to use devices or data collected from devices that are put on Park Board vehicles and/or equipment, in the Park Board's property, etc. for anything other than explicit and agreed upon purposes, unless the Park Board provides explicit permission.
- 5.0 *TTC Equipment.* There is no expectation or requirement for the Park Board to purchase TTC equipment or services because of this arrangement. Nor is there any expectation or requirement for TTC to provide the Park Board with services, equipment, or donations. The parties may choose to amend or add to this Memorandum of Understanding upon the written agreement of both parties.

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6.0 *Term.* This MOU shall be valid for 36 months, commencing on the date first stated above.

6.1 The Parties may agree to extend the timeline as necessary to ensure the work can be faithfully conducted. No single extension of the timeline shall be greater than six months.

7.0 *Rights conferred.* This MOU is intended to form a framework for identification, discussion, and advancement of opportunities for moving the Park Board to a net zero emissions position with contemporary guidance offered by TTC. Nothing in this MOU shall be construed to offer any conveyance, extraordinary rights, or interests in or control over the Park Board's parkland.

8.0 *Liability.* The parties agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The liability of MPRB shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law. Each party shall indemnify and hold harmless the other party from and against any and all claims, accidents, injuries, liabilities, losses, or damages to any person or property, arising out of or related to the indemnifying party's use of MPRB's property and/or any misuse of TTC Equipment under this MOU.

9.0 *Data Practices/Trade Secrets.* TTC, its officers, agents, owners, partners, employees, volunteers, and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations and orders relating to data privacy and confidentiality. If TTC creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the MPRB pursuant to this MOU, then TTC will provide reasonable assistance to the MPRB to enable the MPRB to comply with the requirements of the MGDPA. TTC agrees to defend, indemnify, and hold harmless the MPRB, its officials, officers, agents, employees, and volunteers from any claims resulting from TTC's officers', agents', owners', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the MGDPA. TTC agrees to promptly notify the MPRB if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The MPRB agrees to promptly notify TTC of any requests made under the MGDPA for any material, information, or data within the scope of this MOU. The MPRB further agrees to consult with TTC about the nature of those requests before any data related to this MOU is disclosed. TTC agrees it will promptly notify MPRB if it believes the data are not public as protected trade secrets. The MPRB agrees to protect any material, information, and data of trade secret nature or involves intellectual property TTC provides, develops from this MOU, or otherwise permits access to, provided it is lawful to do so pursuant the MGDPA.

7.010.0 *Work Plan.* The Parties have agreed to a Work Plan supporting the continuous progress toward accomplishing the Project. The Work Plan and an associated timeline is included in Exhibit 'A' to this MOU. The Parties agree that the research-based nature of this effort may require adjustment to the Work Plan.

7.110.1 The Work Plan will, in general:

7.110.1.1 Develop approaches for measuring the Park Board's greenhouse gas production;

7.120.1.2 Identify technology approaches and implementation practices for the Park Board to reduce emissions, ultimately achieving net zero emissions;

~~7.1.3~~10.1.3 Develop intentional and achievable strategies for the Park Board to most efficiently use resources to reduce emissions, ultimately achieving net zero emissions;

~~7.1.4~~10.1.4 Provide consultation to the Park Board for staged investments to reduce emissions, ultimately achieving net zero emissions; and

~~7.1.5~~10.1.5 Develop model net zero emissions program to launch broadly to park and recreation agencies across the U.S.

~~7.2~~10.2 The Parties agree that modifications may be determined at a staff level provided:

~~7.2.1~~10.2.1 The change does not extend the term of the contract beyond that stated in Section 6.0.

~~7.2.2~~10.2.2 The change does not result in an expenditure by the Park Board other than the costs related to extending staff commitment to the effort.

~~8.0~~11.0 *Modification.* This MOU may be modified from time to time based on a recommendation from staff of either Party and subject to the approval of the governing bodies of both Parties.

~~9.0~~12.0 *Nonbinding.* This MOU represents a framework of principles expressing the current understanding between the Parties and does not constitute a legally binding agreement. The Parties may utilize the principles expressed in this document as a framework for any subsequent legally binding documents between the Parties.

In witness whereof, the authorized representative of The Toro Company, LLC and the Minneapolis Park and Recreation Board have entered into this Memorandum of Understanding as of the date first stated above.

**The Toro Company**

**Minneapolis Park and Recreation Board**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: President

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: Secretary

\_\_\_\_\_

\_\_\_\_\_ Approved as to form:

\_\_\_\_\_

\_\_\_\_\_ Legal counsel for the Minneapolis Park

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\_\_\_\_\_ and Recreation Board

Attachment A

WORK PLAN AND SCHEDULE

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**TORO DRAFT NET ZERO CUSTOMER PLAN PROJECT**

Task	Task Description	Task Elements	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23	May-23	June-23	July-23	August-23	September-23	October-23	November-23	December-23	January-24	February-24	March-24	April-24	May-24	Jun-24	July-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25					
TASK 1	Toro identifies and confirms 3-5 park & recreation agencies to work in partnership with for net zero exploratory work	3-5 Park & Recreation Agencies Selected																																					
		Selected Agencies Invited																																					
		Confirmations Received from Selected Agencies																																					
		Alternate Agency Invitations, if needed Alternate Agency Confirmations Received, if needed																																					
TASK 2	Toro and selected park & recreation agencies conduct deep dive in 3-5 targeted areas of overlap (i.e., fleet, water management, operations efficiencies, capital investments, waste management) to explore where opportunities are available to achieve emissions reductions and ultimately achieve net zero emissions	General Kick Off Meeting with Selected Agencies																																					
		Deep dive meetings with agencies on targeted areas																																					
		Coalesce and analyze information and data collected from all selected agencies																																					
		Reconvene with agencies to refine data collected, gather additional data, focus on key areas, etc.																																					
		Develop initial key strategies where opportunities appear to exist to achieve emissions reductions																																					
		Review with and gather feedback from agencies on key strategies																																					
		Refine strategies based on agency feedback																																					
		Share refined strategies with agencies																																					

Task	Task Description	Task Elements	July-22	August-22	September-22	October-22	November-22	December-22	January-23	February-23	March-23	April-23	May-23	June-23	July-23	August-23	September-23	October-23	November-23	December-23	January-24	February-24	March-24	April-24	May-24	Jun-24	July-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25					
TASK 3	Toro proposes technology approaches for park & recreation agencies to measure their current state of emissions output and map out what optimal state(s) of emissions elimination looks like	Toro develops initial technology approaches for agencies to measure current emissions output and maps out states of emissions elimination																																					
		Review with and gather feedback from agencies on initial technology approaches and mapping of states of emissions elimination																																					
		Refine technology approaches and mapping of states of emissions elimination based on agency feedback																																					
		Share refined technology approaches and mapping with agencies																																					
		Implement technology approaches with each agency																																					
		Provide scheduled check ins with agencies on technology implementation																																					
		Coalesce and analyze information and data collected from all selected agencies Share data results with agencies																																					
TASK 4	Toro develops proposals for selected park & recreation agencies on how to most efficiently use their budgets, capital investments, and other resources to achieve emissions reductions, focusing on the 3-5 targeted areas with staged investments	From data and analysis collected in Task 2, identify missing information and/or data																																					
		Reconvene with agencies to refine information and data collected, gather additional information and data, focus on key areas, etc.																																					
		Develop initial proposals for each agency identifying efficiencies on use of budgets, capital investments, and other resources to achieve emissions reductions and ultimately achieve net zero emissions																																					
		Review with and gather feedback from agencies on initial proposals																																					
		Refine proposals based on agency feedback Share refined proposals with agencies																																					



