

**RIVERFIRST
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into effective as of the date of the last signature on this document (“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 Minneapolis Parks Foundation (“Foundation”), a Minnesota non-profit corporation, in pursuit of the RiverFirst Initiative (“RiverFirst”).

RECITALS

- A. The Park Board and Foundation have been collaborating for several years on RiverFirst, a visionary initiative adopted by the Park Board in 2012 to develop continuous parkland and robust riverfront parks on both sides of the Mississippi River from downtown Minneapolis to the northern city limits.
- B. RiverFirst is a model for next-generation parks rooted in values that embody the Park Board’s and Foundation’s independent but complementary missions.
- C. The Park Board and Foundation each wish to continue active partnership with the other toward the common interest of achieving RiverFirst.
- D. The breadth and magnitude of RiverFirst demands long-term, dedicated deployment of public/private expertise, innovation, resources, and stewardship.
- E. In the past, the RiverFirst assistance provided by the Foundation has been outlined in short-term agreements that begin and end with project stages.
- F. Now that RiverFirst is entering the implementation stage, a long-term agreement addressing the overarching elements of the RiverFirst Initiative is appropriate as a statement of common goals, expectations, and outcomes as well as an umbrella to subsequent RiverFirst project-level agreements.

The Park Board and Foundation deem it appropriate and necessary to document the intended nature of their relationship and therefore based on the foregoing enter into this partnership agreement in the form of a Memorandum of Understanding (“MOU”).

I. Definitions

- A. **Philanthropy.** Financial commitments from the private sector including individuals, corporations, and community, family, and corporate foundations as well as donor advised funds.
- B. **Third-party Funding.** Project funding through sources other than private philanthropy or standard Park Board capital. Examples include funds from other government entities, earned income, and legislative appropriation.
- C. **Project-level Agreement.** Agreement between the Park Board and Foundation addressing Foundation involvement in specific capital projects that fall under the RiverFirst umbrella. Examples include Water Works, the Farview Park Extension, or Scherer/Hall’s

Island. Detailed terms for this type of project work will be orchestrated under a Letter of Agreement specific to each project.

II. Term

This agreement shall be in effect through July 1, 2020 with five-year renewal options thereafter.

III. Partnership Model

This MOU memorializes a mission-driven partnership between the Park Board and Foundation toward the mutual interest of implementing RiverFirst. The partnership model recognizes the Park Board's expertise and role in park development and operations as well as its ownership and leadership stake in RiverFirst. The partnership model also recognizes the Foundation's unique ability to direct focused expertise and philanthropy toward RiverFirst. The partnership will allow RiverFirst to be implemented to a greater degree of robustness, timeliness, and community value than would otherwise be the case.

IV. Goals

RiverFirst is an ambitious initiative that demands both public and private sector resources to reach its fullest potential. The primary goals of the Park Board/Foundation partnership are to:

- A. Establish a private-sector pathway to philanthropy, awareness-building, and unique expertise for RiverFirst.
- B. Acknowledge the Foundation as the Park Board's primary philanthropic partner in RiverFirst.
- C. Provide a framework for project-level agreements defining expectations specific to each project within RiverFirst in which the Foundation is involved.

V. Expectations

With this partnership, each party has expectations of the other.

Common Expectations

- A. Maintain sustained commitment to RiverFirst as a park development initiative.
- B. Be a supportive partner of the other in RiverFirst efforts.
- C. Strive to build public awareness of RiverFirst.
- D. Share RiverFirst communications and design messaging, promotional media, and graphics.
- E. Establish and maintain strong communication and mutual understanding between the parties in pursuit of RiverFirst.

Park Board expectations of the Foundation

- A. Letters of Agreement for project-level work subsequent to this MOU will be approved by the Park Board of Commissioners.
- B. Strive to meet fundraising milestones identified in project-level agreements subsequent to this MOU.
- C. Promote RiverFirst on Foundation website and social media.
- D. When Foundation resources are available, consider providing the Park Board in-kind professional expertise and research in support of RiverFirst policies, project delivery, operation, and programming.

Foundation expectations of the Park Board

- A. Identify the Foundation as the Park Board's primary philanthropic partner in RiverFirst.
- B. Collaborate with the Foundation on philanthropic RiverFirst pursuits where public sector involvement, in-kind contributions, or local financial matches are demanded.
- C. Consider fee-for-service agreements when the Foundation has exceptional expertise and the Park Board has professional service needs related to RiverFirst.
- D. Provide a brand and marketing presence for the Foundation in appropriate media and at Park Board facilities and events.
- E. Consider new and innovative approaches to project delivery, funding, long-term stewardship, and public-private partnership.
- F. Collaborate with the Foundation in design processes outlined in Letters of Agreement.
- G. Consult with the Foundation prior to budget or Capital Improvement Program shifts that impact project-level agreements.

VI. Anticipated Outcomes

The partnership between the Park Board and Foundation allows RiverFirst to be accomplished faster and more robustly than could occur without the partnership. The key outcomes are:

- A. Leverage of a broader than typical range of capital sources, especially philanthropy.
- B. Leverage of combined public and private sector expertise.
- C. Creation of more robust parks that meet the needs of the next generation.
- D. Establishment of deeper connections between the River and underserved communities.
- E. Acceleration of project implementation.
- F. Establishment of a higher degree of park innovation able to be scaled up and applied across the park system and region.
- G. Broader and deeper community engagement, commitment, and support.
- H. Creation of new and innovative park delivery, operating, and programming models.

VII. Recognition of Constraints

- A. Efforts conducted by the Foundation and any commitments made to donors shall abide by Park Board policies.
- B. The use of State or Federal funds often carry restrictions on construction materials, procurement, private advertising, lease/operating arrangements, and use of public land that may impact project flexibility.
- C. The Park Board abides by City of Minneapolis bidding and procurement policies.
- D. The ability to maintain project timelines is often beyond the control of the Park Board due to unforeseeable changes in public funding, land acquisition challenges, permitting delays, soil conditions, and other factors.
- E. Neither the Park Board nor the Foundation can guarantee third-party funding aspirations identified in project-level agreements.
- F. Unforeseen fluctuations occur in the philanthropy environment and general economy that could impact the Foundation's ability to achieve fundraising milestones identified in project-level agreements.
- G. The parties have complementary but different organizational missions.
- H. Both parties have limits to organizational capacity, especially in the areas of staffing and financial resources.
- I. Constructing capital projects according to the design intent envisioned during fundraising campaigns as well as operating those projects once open to a high standard of care with robust programming will impact on-going philanthropic success.

VIII. Fundraising

- A. The Park Board grants the Foundation the right to raise funds for RiverFirst. Project-level agreements will outline fundraising specifics.
- B. The Foundation will coordinate and lead the pursuit of philanthropy including donor prospect strategy, communications, and timing and as further described in Letters of Agreement specific to various projects.
- C. The Park Board will direct RiverFirst philanthropic inquiries to the Foundation.
- D. Third-party funding pursuits as identified in Letters of Agreement will be closely coordinated between the Park Board and Foundation.
- E. The Park Board will actively pursue State and/or Federal funding as identified in Letters of Agreement for project-level work.

IX. Decision-making

RiverFirst will demand ongoing decisions. In the context of the partnership, several steps will be taken to streamline decision-making.

- A. A lead staff person responsible for RiverFirst activities will be designated by each party.
- B. A partnership review body consisting of no more than ten people made up of staff and Board representation from each party will be designated to provide input on key issues if/when they arise and meet at least once yearly to review the current year's progress and prepare a general RiverFirst work plan for the upcoming year.
- C. A RiverFirst stakeholder review body consisting of no more than fifteen people made up of Park Board, Foundation and key third-party representation will be gathered once yearly to review progress and discuss the general RiverFirst work plan for the upcoming year.
- D. If disputes arise, every attempt will be made to resolve them at the staff level. If staff resolution is not possible, lead staff will bring disputes to the partnership review body who will seek consensus on alleviative actions for recommendation to the respective parties.

X. Roles

- A. The Park Board assumes the following key roles in the partnership:
 1. Land owner
 2. Capital project leadership and contract agent for professional services
 3. Leadership in project design process
 4. Leadership in public funding pursuit
 5. Community engagement leadership
 6. Park maintenance and operations
 7. Park programming
 8. Co-leadership with the Foundation in third-party funding pursuits
 9. Participation in annual partnership and stakeholder meetings
- B. The Foundation assumes the following key roles in the partnership:
 1. Stakeholder cultivation
 2. Awareness-building
 3. Specialty expertise when agreed to by both parties
 4. Elevate project outcomes...
 5. Leadership in private philanthropy campaigns
 6. Primary liaison to philanthropic community
 7. Activate innovative partnership models and project outcomes in design, project delivery, operations, and programming
 8. Co-leadership with the Park Board in third-party funding pursuits
 9. Coordination and facilitation of annual partnership review and stakeholder meetings

XI. Staffing

Each party will designate a lead staff person responsible for RiverFirst activities to act as partnership liaisons. Staff assigned to RiverFirst activities will have sufficient authority and

workload capacity to meet the expectations outlined in this and separate Letters of Agreement for various projects.


XII. Measures of Success

Upon formation, the partnership review body will formulate success metrics. Metrics will address the topics of project quality, innovation, fundraising achievement, gaining third-party involvement, and community perceptions. Each year, the lead staff person from each party will prepare a review of project metrics to be shared with Park Board Commissioners and Foundation Board members.

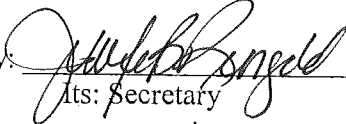
XIII. Authorization

This MOU is hereby executed by the duly authorized representatives of the parties.

Minneapolis Park & Recreation Board

By: 
Its: President Liz Wielinski

Date: 8/19/15

By: 
Its: Secretary


Date: 8/19/15

Minneapolis Parks Foundation

By: 

Date: 8/27/15

Approved as to form:


Attorney for the Minneapolis Park & Recreation Board

MINNEAPOLIS PARK AND RECREATION BOARD

AN ACTION, RESOLUTION OR ORDINANCE

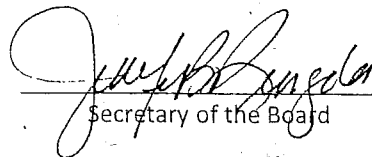
In accordance with Chapter 3, Section 1, of the City Charter, there is herewith submitted to you, the Mayor of the City of Minneapolis, an action, resolution or ordinance adopted by the Minneapolis Park and Recreation Board which you may approve by affixing your signature herein below or if you disapprove of same to return to the Board, with your objection thereto, by depositing the same with the Secretary of the Board to be presented to the Board at their next meeting where the question of its passage will be put again before the Board.

8.A.3 That the Board adopt Resolution 2015-233 captioned as follows:

Resolution 2015-233

Resolution Approving a Memorandum of Understanding (MOU) with a Five Year Term and Renewal Options Between the Minneapolis Park & Recreation Board and the Minneapolis Parks Foundation for Partnership Activities Related to the RiverFirst Initiative

PASSED July 1, 2015



Secretary of the Board

APPROVED

Mayor