

**FUNDING AGREEMENT FOR  
THE  
WASHINGTON HIGH SCHOOL  
PLAYFIELD RECONSTRUCTION**

**THIS FUNDING AGREEMENT** (“Agreement”) is made between the Milwaukee Board of School Directors of Milwaukee Public Schools (“Board” or “MPS”) and Common Ground, Inc., a Wisconsin non-stock corporation (“Common Ground”).

**WHEREAS**, MPS believes that all MPS pupils deserve to have access to high-quality facilities and grounds; and

**WHEREAS**, Common Ground is a non-partisan group of ordinary citizens of Southeast Wisconsin dedicated to identifying problems facing its community and implementing creative solutions; and

**WHEREAS**, Common Ground has identified the playfield at Washington High School (WHS), 2525 N. Sherman Blvd., Milwaukee, Wisconsin 53210, as being in need of reconstruction for the benefit of WHS students and the community at large; and

**WHEREAS**, MPS has identified the WHS playfield (“Playfield”) as a candidate for reconstruction pursuant to the MPS Facilities Master Plan; and

**WHEREAS**, the Board and Common Ground entered into a Partnership Agreement on September 26, 2019

**WHEREAS**, the Partnership Agreement reflected the design details, parties’ responsibilities and design costs related to the WHS project

**WHEREAS**, the bid/RFP was let out for the design of the WHS project; and

**WHEREAS**, the bid has now been awarded, and the parties have received the construction costs associated with the WHS reconstruction; and

**WHEREAS**, the Board approved this Funding Agreement on \_\_\_\_\_ and authorized the appropriate MPS officials to execute this Funding Agreement.

**IT IS HEREBY AGREED**, by and between the parties and for the mutual consideration as stated herein, as follows:

**I. MPS RESPONSIBILITIES**

- A. MPS shall let out for bid/RFP the construction of the Playfield reconstruction in accordance with MPS’s purchasing and bidding requirements, MPS Administrative Policy 3.09.

- B. MPS shall be responsible for administering the bid/RFP, including the selection of a successful bidder/construction firm. MPS shall execute any resulting contract with the successful bidder (upon payment by the parties pursuant to Section III below), and MPS shall also be responsible for contract administration throughout the construction process.
- C. The construction shall be substantially in accordance with the design details outlined in Section I of the Partnership Agreement.
- D. MPS shall communicate and collaborate with Common Ground throughout the construction process.
- E. MPS shall cover the agreed amount of costs of the construction of the Playfield reconstruction in accordance with Section III below.

## II. COMMON GROUND RESPONSIBILITIES

- A. Common Ground shall communicate and collaborate with MPS throughout the construction process.
- B. Common Ground shall cover the agreed amount of construction costs of the Playfield reconstruction in accordance with Section III below.

## III. CONSTRUCTION COSTS

- A. MPS shall cover \$1,489,954 of the total costs of construction of the Playfield reconstruction. The total construction costs shall be as determined by the bid/proposal of the successful bidder of the construction bid/RFP issued by MPS in accordance with this Agreement.
- B. Common Ground shall cover \$735,321 of the total costs of construction of the Playfield reconstruction.
- C. The parties acknowledge that Common Ground has worked with MPS to apply for an MPS grant of up to \$250,000 for the WHS project, and that any amount awarded under the NFL grant shall serve to reduce MPS's contribution under III.A above.
- D. Common Ground shall make payment to MPS prior to MPS executing a contract with the successful bidder on the construction bid/RFP. MPS shall be responsible for final payment to the construction firm in accordance with the terms of the contract executed as a result of the construction bid/RFP.

IV. TERM AND TERMINATION

- A. The term of this Agreement shall be until the earlier of: (1) the date of the completed construction of the Playfield reconstruction, or (2) December 31, 2022.
- B. This Agreement may be terminated by either party for convenience at any time prior to a contract award pursuant to the construction bid/RFP upon giving thirty (30) days written notice to the other party.
- C. This Agreement shall terminate if MPS is unable to successfully negotiate and execute a contract with a construction firm following MPS’s good faith efforts to do so. In that event, MPS shall notify Common Ground and shall return Common Ground’s payment in its entirety.

V. MODIFICATION

This Agreement may be modified by mutual agreement between the parties reduced to a writing.

**APPROVED:  
MILWAUKEE PUBLIC SCHOOLS**

**APPROVED:  
COMMON GROUND**

\_\_\_\_\_  
KEITH P. POSLEY, Ed.D.  
Superintendent of Schools

\_\_\_\_\_  
ROBERT CONNOLLY  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
ROBERT E. PETERSON, President  
Milwaukee Board of School Directors

\_\_\_\_\_  
JENNIFER O’HEAR  
Lead Organizer

Date: \_\_\_\_\_

Date: \_\_\_\_\_