

**PARTNERSHIP AGREEMENT  
FOR THE DESIGN OF  
WHS PLAYFIELD RECONSTRUCTION**

**THIS PARTNERSHIP 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**, MPS and Common Ground wish to collaborate on achieving the mutual goal of reconstructing the Playfield; and

**WHEREAS**, an important first step for such a project is to have a formal design of the reconstruction created to further guide and drive the planning and fundraising of a potential reconstruction; and

**WHEREAS**, MPS and Common Ground wish to memorialize their partnership in obtaining a design for a possible Playfield reconstruction; and

**WHEREAS**, the Board approved this Agreement on Sept. 26, 2019 and authorized the appropriate MPS officials to execute this Agreement.

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

**I. DESIGN DETAILS**

The Playfield reconstruction design will encompass the following details/features:

**A. Track & Field.**

1. The football/soccer field, including synthetic turf, football goal posts, and soccer goal posts;

2. New track, long jump with pits, and high jump; and
3. Stormwater management system.

B. Other Site Improvements.

1. Basketball half-courts with hoops;
2. Chain-link fencing, including perimeter fencing with gates, and interior fencing;
3. Concrete sidewalk improvements;
4. Wood frame storage building;
5. Irrigation mainline with connections; and
6. Site electrical.

C. Ancillary Site Preparation and Grading. Any site preparation as appropriate, such as rough grading and stone construction entrance.

D. Exclusions. The design will not include any feature/detail not listed above. For example, the design will not include a scoreboard, field lighting, bleachers, benches, concession/restroom/storage building, site landscaping, etc.

E. Cost Estimate. The design will include an estimate of the costs to reconstruct the Playfield in accordance with the design elements.

## II. MPS RESPONSIBILITIES

- A. MPS shall let out for bid/RFP the design 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/design firm. MPS shall execute any resulting contract with the successful bidder (upon payment by the parties pursuant to Section IV below), and MPS shall also be responsible for contract administration throughout the design process.
- C. The design shall be substantially in accordance with the design details outlined in Section I of this Agreement.
- D. MPS shall communicate and collaborate with Common Ground throughout the design process.
- E. MPS shall cover one-half of the costs of the design of the Playfield reconstruction in accordance with Section IV below.

III. COMMON GROUND RESPONSIBILITIES

- A. Common Ground shall communicate and collaborate with MPS throughout the design process.
- B. Common Ground shall cover one-half of the costs of the design of the Playfield reconstruction in accordance with Section IV below.

IV. DESIGN COSTS

- A. Common Ground and MPS shall each cover one-half (50%) of the total costs of the design of the Playfield reconstruction. The total design costs shall be as determined by the bid/proposal of the successful bidder of the design bid/RFP issued by MPS in accordance with this Agreement.
- B. The total payment under this Agreement, however, shall not exceed one hundred fifty thousand dollars (\$150,000.00), with each party's payment not to exceed \$75,000.
- C. Common Ground shall make payment to MPS prior to MPS executing a contract with the successful bidder on the design bid/RFP. MPS shall be responsible for final payment to the design firm in accordance with the terms of the contract executed as a result of the design bid/RFP.

V. TERM AND TERMINATION

- A. The term of this Agreement shall be until the earlier of: (1) the date of the completed design of the Playfield reconstruction, or (2) August 31, 2020.
- B. This Agreement may be terminated by either party for convenience at any time prior to a contract award pursuant to the design bid/RFP upon giving thirty (30) days written notice to the other party.
- C. This Agreement may be terminated by either party if MPS is unable to contract with a design firm after MPS's good faith efforts to secure a design firm through the bid/RFP.

VI. MODIFICATION

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

**APPROVED:  
MILWAUKEE PUBLIC SCHOOLS**

*ss Keith Posley*

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

Date: 10-16-19

*Larry Miller*

LARRY MILLER, President  
Milwaukee Board of School Directors

Date: 10/22/19

**APPROVED:  
COMMON GROUND**

*Robert Connolly*

ROBERT CONNOLLY  
President

Date: 10-7-19

*Jennifer O'Hear*

JENNIFER O'HEAR  
Lead Organizer

Date: 10/7/19