

# PROFESSIONAL SERVICES COST SHARE AGREEMENT

## **Eagle View Elementary School - County State Aid Highway (CSAH) 11 Internal (School) and External (Adjacent Property and Roadways) Transportation Planning Study Project Number CP 018-011-018**

THIS AGREEMENT made and entered into by and between Crow Wing County, Minnesota, hereinafter referred to as the "County", Independent School District (ISD) 186 hereinafter referred to as the "School", City of Breezy Point hereinafter referred to as "B.P." and the City of Pequot Lakes, hereinafter referred to as "P.L."

WITNESSETH:

WHEREAS, the County, School, B.P. and P.L. have determined assistance is needed to perform transportation engineering and planning services to develop a range of feasible alternatives to address challenges pertaining to traffic safety and congestion in the vicinity of Eagle View Elementary School and CSAH 11, and

WHEREAS, the County will issue a Request for Proposals (RFP) to qualified consultants to perform the analysis, and

WHEREAS, the RFP will require deliverables that are exclusive to the internal transportation movements of the School as well as relating to CSAH 11 and the surrounding area, and

WHEREAS, some of the recommended alternatives are anticipated to identify changes to surrounding properties and local public roadways, and

WHEREAS, each of the four agencies involved have a vested interest in the outcome of the analysis and desire to provide input throughout the study period.

NOW THEREFORE, in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the County, School, B.P. and P.L. as follows:

### **Article 1. Scope of Services**

It shall be the general intent of the Scope of Services to have the Consultant perform all professional services as defined in the RFP. Each of the four parties' signatory to this agreement shall agree to take part in Project Management Team (PMT) meetings and provide input that is important and relevant to their respective agencies.

### **Article 2. Costs**

The County will enter into a contract with the chosen consultant and fund the study until completion. Upon completion, the County will invoice the remaining agencies. The cost of the study shall be shared as shown below:

|        |                                     |
|--------|-------------------------------------|
| County | 50%                                 |
| School | 40%                                 |
| B.P.   | 5% (capped at a maximum of \$5,000) |
| P.L.   | 5% (capped at a maximum of \$5,000) |

Should the total amount of the study result in 5% being more than \$5,000, the County and School will equally share the costs over \$5,000 for B.P. and P.L.

### **Article 3. Consultant Contract**

Each agency will be asked to provide input during the consultant selection process. After collecting input, the County shall make a final determination of the consultant to move forward with and execute a contract. Any requested changes or amendments to the consultant contract will be routed to each agency. This could include one agency requesting additional analysis that is specific to their priorities or could be all agencies agreeing to add to the scope of the overall project. Costs for any additional services will be determined on a case-by-case basis.

### **Article 4. Time of Performance**

The County issued RFP will indicate a starting date in July of 2025 and a final completion date for the consultant in January of 2026. For planning purposes, all agencies should expect PMT and open house type meetings to occur throughout the end of 2025 and beginning of 2026. For budgeting purposes, the School, B.P. and P.L. can anticipate the invoice from the County will be sent in the spring of 2026. Invoices shall be due within 30 days of delivery.

### **Article 5. Ownership of Documentation**

The originals of all studies, reports, recommendations and other documents prepared by the consultant shall be the property of the County, School, B.P. and P.L.

### **Article 6. Future uses of the Study**

The cost share scenario for the study shown in Article 2. shall have no bearing on potential future construction cost shares. Without knowing the results of the study and where potential impacts and improvements may occur, a construction cost share cannot be determined at this time. It is the intent to use the study as a guide in providing future improvements, as well as a tool to be incorporated into potential grant funding applications. It will also be used to share with current property owners, developers and others that may have an interest in the study area, to realize what the long-term transportation goals are.

**Article 7. Authorized Agents**

Crow Wing County (County)

Timothy Bray, P.E.  
Crow Wing County Engineer  
Crow Wing County Highway Department  
16589 CR 142  
Brainerd, Minnesota 56401

Independent School District 186 (School)

Kim Bolz-Andolshek  
Board Chair  
Independent School District 186  
30805 Olson Street  
Pequot Lakes, MN 56472

City of Breezy Point (B.P.)

City Administrator  
City of Breezy Point  
8319 CR 11  
Breezy Point, MN 56472

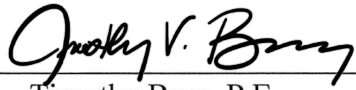
City of Pequot Lakes (P.L.)

Angie Duus  
City Administrator  
City of Pequot Lakes  
4638 Main Street  
Pequot Lakes, MN 56472

THE REMAINDER OF THIS PAGE HAS BEEN INTENTUALLY LEFT BLANK

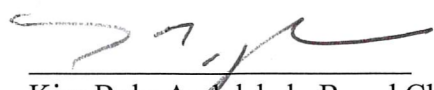
IN WITNESS WHEREOF, the County, School, B.P. and P.L. by their authorized partner or officer have hereunto subscribed their names.

**COUNTY OF CROW WING**

By:   
Timothy Bray, P.E.  
Crow Wing County Engineer

Dated: 6/17/2025

**INDEPENDENT SCHOOL DISTRICT 186**

By:   
Kim Bolz-Andolshek, Board Chair  
Independent School District 186

Dated: 6/16/25

**CITY OF BREEZY POINT**

By: \_\_\_\_\_  
Todd Roggenkamp, Mayor  
City of Breezy Point

Dated: \_\_\_\_\_

**CITY OF PEQUOT LAKES**

By: \_\_\_\_\_  
Tyler Gardner, Mayor  
City of Pequot Lakes

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Administrator

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Angie Duus  
City Administrator

Dated: \_\_\_\_\_