



County Administrator

Robert W. Wilson
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M E M O

TO: County Commissioners
FROM: Robert W. Wilson
DATE: July 1, 2022
SUBJECT: Agassiz Valley Human Service Zone Lease Agreement

At the June 6, 2022, Cass County Commission meeting Kim Jacobson, Director of the Agassiz Valley Human Service Zone, requested Cass County consider leasing office space to the AVHSZ to house the Unaccompanied Refugee Minor (URM) program. This program is staffed by nine AVHSZ URM team members serving clients primarily in the Fargo area. All program employees are currently working remotely.

Cass County has an unoccupied suite in the basement of the Courthouse that would meet the needs of the URM program. The suite is located across from the cafeteria and was last occupied by the Sheriff's Office Civil and Warrants Division approximately four years ago.

Cass County and AVHSZ personnel have reviewed the space and determined it meets the program needs and its utilization will not disrupt County activities. Cass County Buildings and Grounds has determined that a lease rate of \$1,400 per month will cover all expenses incurred by Cass County, including several minor needed facility updates.

The initial lease will be for a period of one year with an anticipated renewal option.

SUGGESTED MOTION: Authorize the Chair to sign an agreement with the Agassiz Valley Human Service Zone in the amount of \$1,400 per month to lease office space in the Cass County Courthouse to house the Unaccompanied Refugee Minor program, effective August 1, 2022 for a period of one year.

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

www.casscountynd.gov

LEASE AGREEMENT

This Lease Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, Cass County Government, shall be referred to as "**LANDLORD**," Tenant(s)/Lessee, Agassiz Valley Human Service Zone, shall be referred to as "**TENANT**," and the area described as the east side of the basement at the Cass County Courthouse consisting of offices and a conference room shall be referred to as "**PREMISES**." (See 'Exhibit A') As consideration for this agreement, **LANDLORD** agrees to rent/lease to **TENANT** and **TENANT** agrees to rent/lease from **LANDLORD** for use solely as a PUBLIC OPERATION, the premises located at the Cass County Courthouse, 211 Ninth Street South located in the city of Fargo, North Dakota.

1. TERMS and CONDITIONS:

TENANT agrees to pay in advance \$1,400.00 per month on the 10th day of each month. This agreement shall commence on August 1, 2022 and;

- A. Will be in effect for one [1] years as a leasehold. Thereafter it shall become a month-to-month tenancy and negotiated costs reflective of economic conditions. If **TENANT** should vacate the premises prior to the expiration of this initial time period, **TENANT** shall be liable for all rent due through duration of lease period.
- B. Either party may terminate this agreement by giving a written notice of intention to terminate at least 60 days in advance.
- C. The premises shall be considered vacated only after all areas including storage areas are clear of all **TENANT'S** belongings, and keys and other property furnished to **TENANT'S** use and building keys are returned to **LANDLORD**.

2. PAYMENTS: Rent and/or other charges are to be paid at such place or method designated by the **LANDLORD** as follows:

All payments are to be made payable to: Cass County Government directed to:

Cass County Finance Office
211 9th Street South
Fargo, ND 58108

3. UTILITIES: **TENANT** portion of the utilities is included in monthly rent during occupancy of the premises.
4. PARKING: **TENANT** is assigned parking area/space on **LANDLORD's** property, the parking area/space shall be used exclusively for parking of passenger automobiles for staff. The general public will park in public parking lots. **TENANT** will use the east employee parking lot.
5. CONDITION OF PREMISES: **TENANT** acknowledges that he/she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities are clean, and in satisfactory condition except as may be indicated elsewhere in this Agreement. **TENANT** agrees to keep the premises and all items in good order and good condition and to immediately notify **LANDLORD** of any damage discovered by **TENANT**, his/her guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above items in this provision shall be returned to **LANDLORD** in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to **LANDLORD**. It is agreed that all dirt, holes,

tears, bums, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear and must be repaired.

6. ALTERATIONS: **TENANT** shall not paint, wallpaper, alter, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, on or in any portion of the premises without the written consent of the **LANDLORD**
7. PROPERTY MAINTENANCE: **TENANT** shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. **TENANT** shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. **LANDLORD** will provide janitorial service.
8. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by **LANDLORD** after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to **TENANT**.
9. INSURANCE: **TENANT** acknowledges that **LANDLORD'S** insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall **LANDLORD** be held liable for such losses. **TENANT** shall maintain comprehensive general liability insurance and workers compensation insurance as required by law.
10. ACCESS OF LANDLOARD: **TENANT** agrees to permit **LANDLORD** or its agents access to the Premises or underlying real property at any time during the Term of this Agreement for any lawful purpose including but not limited to examination, inspection, or to cause the proper maintenance of the Premises in the event **TENANT** fails to perform its obligations under this Agreement (without implying any obligation of **LANDLORD** to repair). **LANDLORD** shall obtain prior approval from **TENANT** prior to such access to maintain **TENANT'S** confidentiality requirements, such approval to not unreasonably be withheld.
11. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the **LANDLORD'S** or **TENANT'S** rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
12. JOINTLY AND SEVERALLY: The undersigned **TENANTS** are jointly and severally responsible and liable for all obligations under this agreement.
13. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between **LANDLORD** and **TENANT**. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

ACKNOWLEDGEMENT OF AGREEMENT: The undersigned parties have read and understand the contents of agreement and hereby acknowledge as such by signature below.

This agreement will become effective on August 1, 2022 for a period of not to exceed one (1) year.

Agassiz Valley Human Service Zone

Cass County Government

Date:

Date:

Exhibit A

