

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to State's Attorney approval, and authorize the Chairman to sign.

Received as of November 29, 2024:

- Mental health contracts—contract renewal for providing legal services to indigent participants involved in the involuntary civil commitment process;
- Tetrus Agreement for access to PREA Trac Software
- Cummins Inc.—three year service agreement to support the generators at Cass County communications sites
- Flood lot lease renewals for 2025



MEMORANDUM

TO: Taylor Kaushagen
Cass County Commissioners

FROM: Kimberlee J. Hegvik
Cass County State's Attorney

DATE: November 25, 2024

RE: Renewal – Mental Health Contracts for
2025 Consent Agenda Item

Enclosed are renewal contracts for providing legal services to indigent participants involved in the involuntary civil commitment process for 2025. Please add to an upcoming Commission consent agenda.

The contracts are with the same providers we used throughout 2024. I believe they are doing a good job for their clients. The two contracts are:

- **Fargo:** Contract with Nicole Bredahl of the Barkus Law Firm. This relates primarily to participants who are already located in Fargo when court hearings are required (e.g. being treated at Sanford or Prairie St. Johns). The contract sum is \$43,050.00 for 2025. This represents a \$1,050.00 increase from 2024.
- **Jamestown:** Contract with Andrew Marquart. This relates to people who are already located at the State Hospital when court hearings are required. The rate is \$90.00/hour, the same as 2024. This is the same rate Mr. Marquart charges other jurisdictions for a similar service.

Ms. Bredahl and Mr. Marquart have already signed their contracts.

Cc: ASA Derek Steiner

SUGGESTED MOTION: Approve contracts for 2025 for Nicole Bredahl and the Barkus Law Firm, and Andrew Marquart to provide indigent legal services for respondents involved in involuntary civil commitment cases.



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: State's Attorney's Office DATE OF REQUEST: 11.26.24

COMPANY REQUESTING CONTRACT: _____

BRIEF PROJECT DESCRIPTION: 2025 Mental Health Attorney Contracts

NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: *Kim Hejil* DATE 11.26.24

STATE'S ATTORNEY COMMENTS:

approved as to form

**2025 CONTRACT FOR INDIGENT PERSONS
IN MENTAL HEALTH PROCEEDINGS
IN CASS COUNTY**

This contract is made between the undersigned ATTORNEY(S), hereinafter referred to as ATTORNEY(S), and Cass County Government through its authorized representative, hereinafter referred to as COUNTY.

1. SERVICES COVERED

The ATTORNEY(S) shall provide legal services for eligible indigent persons at all stages of the proceedings pursuant to Rule 6 of the North Dakota Rules of Professional Conduct. The ATTORNEY(S) shall represent all persons at all stages of mental health proceedings located in Cass County. Additionally, the ATTORNEY(S) shall represent all persons in any appeals which result from these mental health proceedings. Finally, the ATTORNEY(S) shall represent all persons in the preparation and conducting of mental health proceedings which involve the North Dakota State Hospital as the Petitioner, which are to be contested hearings taking place in Cass County and any appeals from those proceedings.

2. REPRESENTATION

The ATTORNEY(S) shall represent indigent clients when, by order of the Court, they are required to have representation and are eligible to be provided appointed counsel in the following categories of cases:

2.1 Mental Health proceedings pursuant to NDCC Chapter 25-03.1 which are venued in Cass County and regardless of whether the respondent is either a resident or a non-resident of Cass County. Any fee collected for representation of a non-resident

shall accrue to COUNTY and not to the ATTORNEY(S).

2.2 Appeals to the North Dakota Supreme Court related to such mental health proceedings.

3. CONFLICT OF INTEREST

If at any time after an appointment has been made and the ATTORNEY(S) discovers a conflict of interest pursuant to the North Dakota Rules of Professional Conduct, the ATTORNEY(S) shall follow the general provisions under Rule 11.2 North Dakota Rules of Court when withdrawing from a case. It is further understood that reassignment of counsel will then be made.

4. CONTRACT PERIOD

The duration of this contract shall be from January 1, 2025, through December 31, 2025. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) on or before December 31, 2025, shall be completed without further compensation as part of this contract.

Additionally, the COUNTY shall have the right to annually renew this contract for the succeeding calendar year at least thirty (30) days prior to its expiration. If not expressly renewed, the contract will expire on December 31, 2025.

5. PAYMENT FOR SERVICES

The ATTORNEY(S) SHALL BE PAID THE TOTAL SUM OF \$43,050.00 per annum for the contract period, payable in equal monthly installments at the end of the month in which the services are rendered, except as may be modified by a termination

as provided below. The County Finance Office shall establish payment procedures. Similar payments will be made if this contract is renewed for additional annual terms as provided above, unless specifically changed in writing and signed by all parties.

6. COSTS AND EXPENSES

The ATTORNEY(S) shall pay for all costs, fees and expenses incurred in providing contract services, except for the following expenses which shall be paid by the County:

6.1 Witness fees.

6.2 Sheriff's fees.

6.3 Transcripts.

6.4 Per diem and mileage travel reimbursement: Upon approval of the County Auditor, expenditures for per diem and mileage travel expenses outside of Cass County will be paid at the state rate.

6.5 Psychological, psychiatric or chemical dependency evaluations.

6.6 Extraordinary expenses: Prior approval of the County Finance Office is required for all expenses exceeding \$100.00 in total in any one case.

The ATTORNEY(S) will provide office space and supplies, clerical services and support personnel. In addition, the ATTORNEY(S) will provide all necessary books, equipment, furniture, malpractice insurance, photocopying expenses, and other necessities of the profession.

7. INDEPENDENT CONTRACTOR

The ATTORNEY(S) is an independent contractor and shall not for any reason

whatever be considered an agent or an employee of COUNTY.

8. SUPERVISING AUTHORITY

The County Commission shall be the supervising authority of this contract on behalf of COUNTY.

9. INDEMNITY

The ATTORNEY(S) agrees to indemnify and hold harmless the County for malpractice claims made by persons represented by the ATTORNEY(S) pursuant to this contract.

10. INSURANCE

The ATTORNEY(S) shall carry professional liability insurance in the minimum amount of \$50,000.00 for any liability arising out of services provided pursuant to this contract.

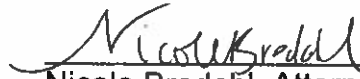
11. TERMINATION

The ATTORNEY(S) or COUNTY may terminate this contract upon thirty (30) days written notice to the other party for any reason. If terminated under this provision, compensation will be paid on a pro rata basis through the time of termination. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) prior to the termination date shall be completed without further compensation as part of the contract unless otherwise agreed to in writing by the county.

Dated at Fargo, North Dakota, this ____ day of _____, 2024.

Chair, Cass County Commission
Cass County, North Dakota

Dated at Fargo, North Dakota, this 22 day of November, 2024.



Nicole Bredahl, Attorney
Barkus Law Firm

**2025 CONTRACT FOR INDIGENT PERSONS
IN MENTAL HEALTH PROCEEDINGS
IN CASS COUNTY**

This contract is made between the undersigned ATTORNEY(S), hereinafter referred to as ATTORNEY(S), and Cass County Government through its authorized representative, hereinafter referred to as COUNTY.

1. SERVICES COVERED

The ATTORNEY(S) shall provide legal services for eligible indigent persons at all stages of the proceedings pursuant to Rule 6 of the North Dakota Rules of Professional Conduct where Respondents are located at the North Dakota State Hospital at Jamestown, North Dakota, who are subject to Mental Health commitment proceedings pursuant to N.D.C.C. 25-03.1 and are venued in Cass County, Fargo, North Dakota. The ATTORNEY shall represent all persons at all stages of mental health proceedings venued in Cass County which involve the North Dakota State Hospital as the Petitioner and/or when the Respondent is located at the North Dakota State Hospital. Additionally, the ATTORNEY shall represent all persons in any appeals which result from these mental health proceedings. The ATTORNEY(S) representation will be limited to Respondents who allow hearings taking place via interactive television (ITV). If a Respondent requests to have a hearing physically take place in Cass County, the ATTORNEY(S) will be substituted for local counsel, if approved.

2. REPRESENTATION

The ATTORNEY(S) shall represent indigent clients when, by order of the Court, they are required to have representation and are eligible to be provided appointed

counsel in the following categories of cases:

2.1 Mental Health proceedings pursuant to NDCC Chapter 25-03.1 which are venued in Cass County and regardless of whether the respondent is either a resident or a non-resident of Cass County. Any fee collected for representation of a non-resident shall accrue to COUNTY and not to the ATTORNEY(S).

2.2 Appeals to the North Dakota Supreme Court related to such mental health proceedings.

3. CONFLICT OF INTEREST

If at any time after an appointment has been made and the ATTORNEY(S) discovers a conflict of interest pursuant to the North Dakota Rules of Professional Conduct, the ATTORNEY(S) shall follow the general provisions under Rule 11.2 North Dakota Rules of Court when withdrawing from a case. It is further understood that reassignment of counsel will then be made.

4. CONTRACT PERIOD

The duration of this contract shall be from January 1, 2025, through December 31, 2025. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) on or before December 31, 2025, shall be completed at the same rate of compensation discussed below unless otherwise agreed to by the County.

Additionally, the COUNTY shall have the right to annually renew this contract for the succeeding calendar year at least thirty (30) days prior to its expiration. If not expressly renewed, the contract will expire on December 31, 2025.

5. PAYMENT FOR SERVICES

The ATTORNEY(S) SHALL BE PAID THE TOTAL SUM OF \$90 per hour of work performed on cases for the contract period, except as may be modified by a termination as provided below. The County Finance Office shall establish payment procedures. Similar payments will be made if this contract is renewed for additional annual terms as provided above, unless specifically changed in writing and signed by all parties.

6. COSTS AND EXPENSES

The ATTORNEY(S) shall pay for all costs, fees and expenses incurred in providing contract services, except for the following expenses which shall be paid by the County:

6.1 Witness fees.

6.2 Sheriff's fees.

6.3 Transcripts.

6.4 Per diem and mileage travel reimbursement: Upon approval of the County Auditor, expenditures for per diem and mileage travel expenses outside of Cass County will be paid at the state rate.

6.5 Psychological, psychiatric or chemical dependency evaluations.

6.6 Extraordinary expenses: Prior approval of the County Finance Office is required for all expenses exceeding \$100.00 in total in any one case.

The ATTORNEY(S) will provide office space and supplies, clerical services and support personnel. In addition, the ATTORNEY(S) will provide all necessary books, equipment, furniture, malpractice insurance, photocopying expenses, and other

necessities of the profession.

7. RECORD KEEPING AND REPORTING

The ATTORNEY(S) shall maintain individual case records showing services provided and hours served on each appointment, such records being submitted to the County Finance Office by the 10th day of the month following disposition of the case.

8. INDEPENDENT CONTRACTOR

The ATTORNEY(S) is an independent contractor and shall not for any reason whatever be considered an agent or an employee of COUNTY.

9. SUPERVISING AUTHORITY

The County Commission shall be the supervising authority of this contract on behalf of COUNTY.

10. INDEMNITY

The ATTORNEY(S) agrees to indemnify and hold harmless the County for malpractice claims made by persons represented by the ATTORNEY(S) pursuant to this contract.

11. INSURANCE

The ATTORNEY(S) shall carry professional liability insurance in the minimum amount of \$50,000.00 for any liability arising out of services provided pursuant to this contract.

12. TERMINATION

The ATTORNEY(S) or COUNTY may terminate this contract upon thirty (30) days written notice to the other party for any reason. If terminated under this provision,

compensation will be paid on a pro rata basis through the time of termination. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) prior to the termination date shall be completed at the same rate of compensation discussed above unless otherwise agreed to in writing by the County.

Dated at Fargo, North Dakota, this ____ day of _____, 2024.

Chair, Cass County Commission
Cass County, North Dakota

Dated at Fargo, North Dakota, this 24 day of November, 2024.



Andrew Marquart, Attorney



www.casscountynd.gov

Office of the Sheriff

Jesse Jahner, Sheriff

November 21, 2024

Mr. Tony Grindberg, Commission Chair
Cass County Commission
Via email

Chairman Grindberg,

I am writing to request consideration of a contract at the December 2, 2024 meeting of the Cass County Commission.

This contract is for specific software access with a company called Tetrus, that is dedicated to documenting and archiving confidential reports, investigations, and data required by the Prison Rape Elimination Act of 2003.

This is software that the jail has utilized for over 10 years now, and access to this software was included and paid for separately under the contract with Securus which is expiring. Costs associated with this contract have previously been deducted from commissions paid by Securus, resulting in a net reduction to deposits into the Commissary Fund.

Due to cancellation of our contract with Securus, software we must directly contract with Tetrus to maintain access to this software. I request the commission to consider approval of this contract, with the annual cost of \$9,000 to be paid out of the Commissary Fund. I have no opposition to having this item placed on the consent agenda but will be available for the regular agenda if the commissioners have any discussion or questions regarding this request.

Suggested Motion: Move to approve the chair to sign an agreement with Tetrus for access to PREA Trac software, with costs to be paid out of the Commissary Fund.

Sincerely,

Capt. Andrew Frobigh
Jail Administrator

Cass County Sheriff
Law Enforcement Center
1612 23rd Avenue North
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5806

Cass County Sheriff
Courthouse
211 9th Street South
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34th Street South
Fargo, North Dakota 58103
Phone: 701-271-2900
Fax: 701-271-2967



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Sheriff's Office DATE OF REQUEST: November 26, 2024

COMPANY REQUESTING CONTRACT: Tetrus Corp.

BRIEF PROJECT DESCRIPTION: agreement for access to PREA Trac softwar

X NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:

AGREEMENT

Between

Cass County Sheriff's Office

And

Tetrus Corp.

For the

Tetrus PREATrac System

November 24, 2024



Agreement Between Cass County Sheriff's Office and Tetrus Corp.

AGREEMENT

THIS AGREEMENT was made and entered into this 30th-day of November 2024, by and between the Cass County Sheriff's Office, 1612 23rd Ave. Fargo, ND 58102, hereinafter referred to as the "CUSTOMER".

AND

Tetrus Corp, 197 Route 18 South, Suite 207N, East Brunswick, NJ 08816, hereinafter referred to as "TETRUS".

WITNESSETH:

WHEREAS, TETRUS is the owner of the PRODUCT and has agreed to provide CUSTOMER with a license to utilize the product for the term of the Agreement and provide professional service (hereinafter referred to as "SERVICES" to implement and support the PRODUCT during the period of the Agreement, and

WHEREAS, the CUSTOMER is interested in the purchase of the Tetrus PREATrac™; (hereinafter referred to as "PRODUCT", and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other valuable consideration, the CUSTOMER and TETRUS, hereafter referred to as "PARTIES" hereto, intending to be legally bound hereby, agree as follows:

1. SCOPE

TETRUS will provide CUSTOMER a license to utilize the PRODUCT for the term of the Agreement. TETRUS will perform all services identified in **Exhibit A** of this Agreement. This Exhibit will identify the Statement of Work that TETRUS will perform for the CUSTOMER to install, configure and implement the PRODUCT for use by the CUSTOMER.

2. TERM

This Agreement will be valid from December 1, 2024, to November 30, 2025. This Agreement will automatically renew unless any Party sends a notice of termination 60 days prior to the Agreement end date.

3. PAYMENT

CUSTOMER will pay TETRUS on an Annual basis for the use of the PRODUCT. Once the PRODUCT is implemented for the CUSTOMER, TETRUS will invoice the CUSTOMER the amount identified in Exhibit B of this Agreement. TETRUS will invoice the CUSTOMER every year unless terminated as per Section 7. Termination in this Agreement.

Agreement Between Cass County Sheriff's Office and Tetrus Corp.

4. OWNERSHIP, INDEMNIFICATION AND WARRANTY

TETRUS represents and warrants to the CUSTOMER that TETRUS's ownership of the PRODUCT is free and clear of any claims, rights, liens or encumbrances whatsoever.

5. CONFIDENTIALITY

- A. CUSTOMER acknowledges that the Software and concepts and materials related thereto include confidential information of TETRUS, and they shall maintain all such confidential information with at least the same level of care that the CUSTOMER uses to protect its own confidential information. CUSTOMER shall not disclose, provide to, or permit any person to obtain any such information in any form, except employees of CUSTOMER whose access is required to enable CUSTOMER to exercise its right hereunder and who have agreed to be subject to the same restrictions as set forth herein, or as otherwise required by law or court order.
- B. TETRUS acknowledges that the data created by CUSTOMER, owned by the COUNTY and provided to TETRUS, includes confidential information of CUSTOMER and TETRUS shall maintain all such confidential information with at least the same level of care that TETRUS uses to protect its own confidential information. TETRUS shall not disclose, provide to, or permit any person to obtain any such confidential information in any form, except employees of TETRUS (i) who will require access to the system to enable TETRUS to use such information to support and enhance the PRODUCT and (ii) who have agreed to be subject to the same restrictions as set forth herein.

6. INDEPENDENCE STATUS

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the parties hereto, or as constituting TETRUS the general representative or agent of CUSTOMER for any purpose whatsoever.

7. TERMINATION

Both Parties reserve the right to terminate this agreement upon sixty (60) days written notice, subject to TETRUS's entitlement to payment for services properly rendered and allowable costs incurred prior to the date of termination. If the termination is during the year, we will calculate the cost on a pro rate basis based on a monthly basis.

8. HEADINGS

The headings of the several paragraphs of this agreement are inserted only as a matter of convenience and for reference, and they no way define, limit or describe the scope or intent of any provision of this agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Agreement Between Cass County Sheriff's Office and Tetrus Corp.

9. INDEMINIFICATION

TETRUS agrees to indemnify CUSTOMER and hold CUSTOMER harmless from any claim of a customer or third-party injury alleged to have occurred because of any breach of warranty, negligence, or the creation, installation, or testing of any software created by each other.

10. DESIGNATED REPRESENTATIVES, KEY PERSONNEL AND POINTS OF CONTACT

Designated Representatives

The names, titles, telephone numbers and email addresses of each party's designated contract representatives for the purposes of notices and contract administration are:

TETRUS Corp.	Cass County
<u>Designated Representative:</u> Name: Sharad Rao Title: Chief Executive officer Phone: 908-420-1555 Email: sharad.rao@tetruscorp.com	<u>Designated Representative:</u> Name: Title: Phone: Email:
<u>Alternate Designated Representative:</u> Name: Raghu Govindaraj Title: Executive Vice President Phone: 732-789-8119 Email: raghu@tetruscorp.com	<u>Alternate Designated Representative:</u> Name: Title: Phone: Email:

11. MISCELLANEOUS PROVISIONS

- 11.1 No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver will be binding unless execute in writing by the party making the waiver and acknowledged by the other party.
- 11.2 This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of New Jersey and shall be the court of dispute for all matters related to this agreement.
- 11.3 This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter and it supersedes all prior Agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

Agreement Between Cass County Sheriff's Office and Tetrus Corp.

12. EFFECTIVE DATE

The effective date of this Agreement will be the date identified in Section 2 of this Agreement.

In WITNESS WHEREOF, this agreement is duly executed on the day and year first above written, by the parties hereto, intending themselves to be legally bound hereby.

Tetrus Corp.
Signature:
Name: Sharad Rao
Title: President
Date:

Cass County
Signature:
Name:
Title:
Date:

Agreement Between Cass County Sheriff's Office and Tetrus Corp.

Exhibit A: Statement of Work

Introduction

The mission of the Cass County Sheriff's Office is to enhance public safety by building strong community partnerships, department partnerships, and providing excellent customer service. The facility has a rated capacity of three hundred and twenty beds.

Cass County is seeking to upgrade their current PREATrac system to continue to identify, track and resolve any Prison Rape Elimination Act (PREA) allegations that may arise during the detention of inmates in their facility. Tetrus has developed the PREATrac™ Version 2.0 solution that enables facilities to track, investigate and manage PREA allegations.

The purpose of this Statement of Work is to describe the activities, the tasks and deliverables that Tetrus will perform during the implementation of the PREATrac™ solution for the Cass County Sheriff's Office (Cass County).

Scope of Work

Tetrus will implement and set up the Tetrus PREATrac™ system for Cass County Sheriff's Office. During this implementation, Tetrus will perform the following activities:

- Install an instance of the PREATrac™ system on the Azure Government Cloud
- Work with Cass County to set the system for use at the Cass County Jail.
- Test the system to ensure that it is operational.
- Set up user profiles.
- Initiate the PREATrac™ system for Cass County

The activities that will be conducted are described in the next section.

Activities

Tetrus has developed a comprehensive approach workplan to implement the PREATrac™ system for Cass County. The activities that Tetrus will undertake to implement this solution is detailed below.

Activity 1: Project Initiation

The project initiation phase signals the start of the project and will establish the methods and processes for executing the project. The project will commence with the project kick-off meeting. This meeting will allow key project stakeholders and participants to be introduced. The kick-off meeting will also outline high-level project objectives, approach and activities. This meeting will ensure that all project participants have a common understanding of the project.

Agreement Between Cass County Sheriff's Office and Tetrus Corp.

Activity 2: Conduct Discovery Activities

The purpose of this task is to identify any configurations required to configure the system for Cass County. As mentioned during discussions, Tetrus intends to implement the system "as-is" and will configure the system to meet Cass County needs.

In order to achieve these objectives, we will meet with the business personnel that will be utilizing the PREATrac™ system. We will identify the configurations that need to be implemented as well as the user details for the users that will be using the system.

Deliverables

- Document the configuration to be performed for the Cass County PREATrac™ system
- Details about the users of the Cass County for the PREATrac™ system

Activity 3: Install the PREATrac™ system

The purpose of this task is to install the PREATrac™ system on the Azure Government Cloud for Cass County.

Deliverables

- Cass County PREATrac™ system implemented on the Azure Government Cloud

Activity 4: Initiate the PREATrac™ system

The purpose of this task is to initiate the PREATrac™ system for Cass County. As part of this activity, we will conduct a training session for the Cass County users. As part of the Annual Subscription, we will support Cass County and its users.

Deliverables

- Train Cass County users on the PREATrac™ system
- Initiate the system for Cass County

Activity 5: System Support

The purpose of this activity is to support the system for the period of the Agreement. This will include reviewing the system usage, answering any questions that may arise and generally monitoring the system usage and identifying any improvement both technical and process based that can be done to improve the outcomes.

Timeframe

We expect the Cass County PREATrac™ Version 2.0 system to be implemented in period of 4-6 weeks after the contract is signed.

Agreement Between Cass County Sheriff's Office and Tetrus Corp.

Exhibit B: Costs for the PREATrac™ 2.0 system

Tetrus PREATrac™ 2.0 Software Cost

Description	Cost
One Time Cost Implementation Cost. This includes <ul style="list-style-type: none"> - Implementation Cost <ul style="list-style-type: none"> o Configuration and lookup and reference data - 1 Web based training – Train the Trainer 	
Annual Subscription. This includes the following: <ul style="list-style-type: none"> - PREA Platform Cost including hosting on the Azure Government Cloud - Maintenance and Support of the PREA Module - Modifications of the Federal Reports 	\$9,000.00

This is based on ADP of 320 and unlimited users

Year 1 Cost = \$9,000.00

Annual Cost (Year 2 and beyond) = \$9,000.00

The Fees above will cover the following:

- The PREATrac™ software license is configured for its facilities with authorized personnel accessibility.
- Provide helpdesk support and work with the users and IT staff to resolve any issues faced by the users between 9 am thru 5 pm EST, Monday thru Friday
- Regular application monitoring
- Advanced trouble shooting
- Testing and Reproducing software issues
- Provide suggestions and temporary workaround for identified software issues while the team delivers the permanent fix.
- Design, Develop, test and deliver fixes for identified software issues.
- Deploy fixes, co-ordinate testing, verify software issues and apply software fixes to production.
- Keep the application current to ensure they can work with the new operating system patches and deploy software update to production.
- Ensure smooth running of the application and troubleshoot any application or infrastructure issues in case of outages.
- Update the DOJ required forms and reports as they are updated by the Federal Government
- Conduct 1 remote training session – Train the Trainer.

Agreement Between Cass County Sheriff's Office and Tetrus Corp.

The above estimate does not include data migration, integration with 3rd party systems and custom software development that may be required.

- Option 1: (Included in the cost)
 - We provide the facility with the information required (CSV Template) for Inmates and Staff
 - Facility sends us data on a SFTP site
 - We ingest the data into PREATrac
- Option 2:
 - Custom integration – Cost = \$10k per system

We would be happy to discuss this with you and provide you with this cost separately.

memo

To: Cass County
From: Brian Zastoupil
CC:
Date: 11/22/2024
Re: Generator Maintenance Contract

To whom it may concern

Attached is a renewal for annual generator maintenance contract to support the generators at Cass County communications sites

Currently Cass County has a service agreement with Cummins. The previous contract was for 3 years. Renewal is also a 3-year support agreement. The support agreement includes routine maintenance such as oil changes and battery replacement. The pricing of a 3-year agreement includes a 20% discount vs adopting a one-year agreement.

My recommendation is to support and renew the generator maintenance agreement.

Respectfully

Brian Zastoupil
Radio Systems Coordinator
Red River Regional Dispatch Center



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

RRRDC Emergency
DEPARTMENT: Radio System DATE OF REQUEST: November 26, 2024

COMPANY REQUESTING CONTRACT: Cummins Inc

BRIEF PROJECT DESCRIPTION: 3 year generator maintenance contract

 NEW CONTRACT OR X CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:



Sales and Service

FARGO ND BRANCH
3801 - 34TH AVE SW
FARGO, ND 58104 0000
Phone: 701-282-2466

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CASS COUNTY PO BOX 2806 Fargo, ND 58108	Contact: Brian Zastoupil Phone: 701 4517683 Fax: 701 2818993 Cust Id: 52348	Quote Date: 19-NOV-24 Quote Expires: 19-NOV-27 Quote Num: 237707 Quoted By: Melanie M Schutz Quote Term: 3 Year(s)

Site Information

1	KINDRED	951 ELM ST	KINDRED	ND	58051
2	32ND AVE WATER TANK FARGO	4248 32ND AVE S	FARGO	ND	58104
3	ALICE	522 MAIN AVE	ALICE	ND	58031
4	BUFFALO	140TH AVE SE	BUFFALO	ND	58011
5	GARDNER	16686 18 R ST	GARDNER	ND	58036
6	45TH ST WATER TANK FARGO	4421 9TH AVE SOUTH	FARGO	ND	58103
7	64TH AVE WATER TANK FARGO	1648 64TH AVE S	FARGO	ND	58104

<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	KINDRED	ONAN	GEN SET	20.0GGDB	G060946246	ST
2	WATER TOWER	ONAN	20GGMA-595706	GGMA	L070139931	ST GEN
3	ALICE	GENERAC	QTO2524ANNN#	QTO2524ANNNA	3004901887	ST GEN
4	BUFFALO	GENERAC	QTO2524ANNN#	QTO2524ANNNA	30050637	ST GEN
5	GARDNER	GENERAC	QTO2524ANNN#	QTO2524ANNNA	3004901888	ST GEN
6	45TH ST WATER	CUMMINS	20GGDB-574526	20GGDB-5745265F	L050863583	ST GEN
7	64TH AVE WATE	CUMMINS	20GGDB-576893	20GGDB-5768937F	G060946245	ST GEN

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	KINDRED	BATTERY REPLACEMENT	1	155.00	155.00
		FULL SERVICE	3	502.80	1,508.40
		INSPECTION	3	361.34	1,084.02
2	WATER TOWER	BATTERY REPLACEMENT	1	155.00	155.00
		FULL SERVICE	3	373.71	1,121.13
		INSPECTION	3	236.36	709.08
3	ALICE	BATTERY REPLACEMENT	1	167.00	167.00
		FULL SERVICE	3	623.58	1,870.74
		INSPECTION	3	361.34	1,084.02
4	BUFFALO	BATTERY REPLACEMENT	1	167.00	167.00
		FULL SERVICE	3	623.58	1,870.74
		INSPECTION	3	361.34	1,084.02
5	GARDNER	BATTERY REPLACEMENT	1	167.00	167.00
		FULL SERVICE	3	623.58	1,870.74
		INSPECTION	3	361.34	1,084.02
6	45TH ST				



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>		<u>Customer Contact</u>		<u>Quote Information</u>	
CASS COUNTY PO BOX 2806 Fargo, ND 58108		Contact: Brian Zastoupil Phone: 701 4517683 Fax: 701 2818993 Cust Id: 52348		Quote Date: 19-NOV-24 Quote Expires: 19-NOV-27 Quote Num: 237707 Quoted By: Melanie M Schutz Quote Term: 3 Year(s)	
6	45TH ST WATER T	BATTERY REPLACEMENT	1	190.00	190.00
		FULL SERVICE	3	383.82	1,151.46
		INSPECTION	3	242.35	727.05
7	64TH AVE WATER	BATTERY REPLACEMENT	1	190.00	190.00
		FULL SERVICE	3	383.82	1,151.46
		INSPECTION	3	242.35	727.05

Generator Planned Equipment Maintenance Quote

Based on previous PM schedule, services are tentatively scheduled for:

April 2025, 2026, 2027: Annual Full Service Inspection

October 2025, 2026, 2027: Semi-annual Inspection

April 2025 Battery replacement: 64th Ave / Kindred / Water Tower

April 2027 Battery replacement: 45st St / Alice / Buffalo / Gardner

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:
MELANIE SCHUTZ / MELANIE.M.SCHUTZ@CUMMINS.COM / PH: 651-286-2153 / FAX: 651-286-2021

*****Payment Info*** (Cass County has a line of credit)**

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# _____ PO Value \$ _____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:

P.O. Box 772639

Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:

KAROL KOOPMAN / KAROL.A.KOOPMAN@CUMMINS.COM / PH: 605-961-7550

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CASS COUNTY PO BOX 2806 Fargo, ND 58108	Contact: Brian Zastoupil Phone: 701 4517683 Fax: 701 2818993 Cust Id: 52348	Quote Date: 19-NOV-24 Quote Expires: 19-NOV-27 Quote Num: 237707 Quoted By: Melanie M Schutz Quote Term: 3 Year(s)
	Standard Agreement Amount	\$18,234.93
	Proposal Total	\$18,234.93

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. **AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **TERMINATION FOR DEFAULT.** If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment to this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

15. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

16. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

17. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and RANDY AND CINDY PRIGELMEIER, 7313 UNIVERSITY DR S, FARGO, ND 58104-7326 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Stanley, County of Cass, State of North Dakota, described as: CHRISAN 1ST LOT 4 BLK 2 Parcel No. 01-3527-00140-000 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.

9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street South, Fargo ND 58108-2806

Lessee: 7313 UNIVERSITY DR S, FARGO, ND 58104-7326

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Lessee

Cass County

By: Chair
Cass County Board of Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Timothy and Sheila Johnson, 3743 Burritt Street South, Fargo, ND 58104-6413 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: LOT 1 LESS W 10' OF N 72.5' FOR 1998 RIGHT OF WAY, NORTHWOOD ADDITION, CONTAINS .02 ACRES Parcel No. 60-1600-03670-000 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

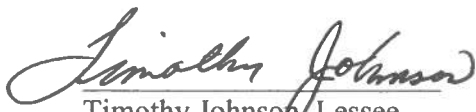
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 3743 Burritt Street South, Fargo, ND 58104-6413

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Timothy Johnson, Lessee


Sheila Johnson, Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Hilary Gietzen, 4600 Highway 52 S Lot 17, Minot ND 58701-2215(hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as:

18-140-49 3.55 ACRES IN NE 1/4 COM AT NW COR OF NE1/4, N 90 DEG 00' E ALG N LN OF SEC 18 FOR 720' TO PT OF BEG, S 0 DEG 00' E FOR 388' MORE OR LESS TO THE CTR LN OF THE SHEY RIV,, NELY ALG CTR LN OF SHEY RIV TO ITS INTERSEC WITH THE N LN OF SEC 18, S 90 DEG 00' W ALG N LN FOR 600' TO PT OF BEG
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 4600 Highway 52 S Lot 17, Minot ND 58701-2215

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.

16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.


17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.

19. Time is of the Essence: Time is of the essence for each term and provision of this lease.

20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee
16-November-2024

Cass County

Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Jerome Nipstad, 5281 172nd Avenue SE, Hickson, North Dakota 58047 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: 27-137-49 Commencing at the NW corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 27 then South 400' parallel to the West section line; then East 573' parallel to the North section line; then North parallel to the West section line to the North section line; then West along the North section line to the point of beginning. Said tract contains 5.26 Acres more or less. Parcel No. 57-0000-10371-010 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street South, Fargo ND 58108-2806

Lessee: 5281 172nd Avenue SE, Hickson ND 58047

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Lessee

Cass County

By: Chair
Cass County Board of Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Jody A. and Karla J. Slusher, 4820 Co Rd 81 S, Horace, ND 58047-9721 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: 6-137-48 DESC TRACT COMMENCING AT SW COR GVNT LT 4, THN S 90 DEG 00 MIN 00 SEC E ALG S BOUNDARY LN 33', THN N 00 DEG 11 MIN 10 SEC E 745.2' TO PT OF BEG, WHICH POINT IS NW COR OF CEMETERY OF LUTHERAN CHURCH, THN N 89 DEG 48 MIN 50 SEC W 33' +/- TO W SECT LN SECT 6, THN N 00 DEG 11 MIN 10 SEC E 150', THN S 89 DEG 48 MIN 50 SEC E 291', THN S 13 DEG 03 MIN 20 SEC W ALG STRAIGHT LN 153.85' +/- TO PNT OF INTERSCTN WITH LINE S 89 DEG 48 MIN 50 SEC E FRM PT OF BEG, THN N 89 DEG 48 MIN 50 SEC W 223.75' TO PNT OF BEG *6/27/95 LEGAL DESC CHANGE PER DOC #715013 & #715014*. (Hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight December 31, 2025.
3. Rent: Rent shall be \$10 per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 4820 County Road 81 South, Horace ND 58047-9721

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

Cass County



Lessee

By: Chair
Cass County Commission



Lessee

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Terry L. Greenlund, 7316 Elm CT, Horace ND 58047-9536 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the City of Horace, County of Cass, State of North Dakota, described as: Holmans Subdivision, Lot 21 Parcel No. 15-0275-00210-000 (hereinafter "property").

2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo ND 58108-2806

Lessee: 7316 Elm CT, Horace ND 58047-9536

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Terry L. Greenlund, Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Chris Denis, 2705 171st Avenue SE, Argusville ND 58005-9789 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

- Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Harwood, County of Cass, State of North Dakota, described as: 16-141-49 Auditor's Lot 1 of SE ¼; Parcel No. 44-0000-00621-000 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
 3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
 4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
 5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
 6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
 7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
 8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no

- matter now caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
 10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
 11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
 12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
 13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
 14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
 15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo ND 58108-2806

Lessee: 2705 171st Avenue SE, Argusville ND 58005-9789

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Chris Denis, Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property.
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Thomas Elstad, 2508 County Road 17 North, West Fargo ND 58078 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: Lot: 1 Block: 1 SUNRISE ACRES 2ND SUBD PT OF LOT 1 BLK 1 DESC AS FOLLS: COMM AT SE CORN OF LOT 1 W HICH IS ALSO THE PT OF BEG. THEN N 87DEG52'40"" W ALG THE S LN OF LOT 1 FOR 261' THEN N 00DEG21'00" " W PARAL TO E LN OF LOT 1 FOR 147.16' THEN S 87DE G52'40"" E PARAL TO S LN OF LOT 1 FOR 261' TO A PT OF INTERS W/ E LN OF LOT 1 THEN S 00 DEG21'00"" E ALG E LN OF LOT 1 FOR 147.16 FEET TO THE PT OF BE G. CONTS .88 AC SUBJ TO ROAD EASE OVER N 15' OF S D TRACT **SPL FR 60-0710-00010-000 **11-6-98 LEGAL (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the

commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.

4. Exercise such rights or remedies that may be provided by law.


15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 2508 County Road 17 North, West Fargo, ND 58078

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Thomas Elstad, Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter “County”) and HARRIET F SMEDSHAMMER, 1602 HYDE ST, WEST FARGO, ND 58078-3805 (hereinafter “Lessee”).

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: West ½ of QUAMS 2ND LOT 2 REPLAT OF PT OF QUAMS 1ST No. 60-0850-00020-000 also known as 1610 HYDE ST (hereinafter “property”).
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County’s sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee’s sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 1602 Hyde Street, West Fargo, ND 58078-3805

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.

17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.

18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.

20. Time is of the Essence: Time is of the essence for each term and provision of this lease.

21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Lessee

Cass County

By: _____
Chair
Cass County Commission

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Gregory and Eva Lynnes, 2705 Northwood Drive, Fargo ND 58102-6105 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: Lot 5 Northwood Subdivision (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

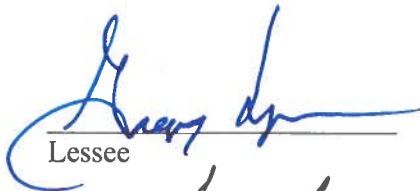
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 2705 Northwood Drive, Fargo ND 58102-6105

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

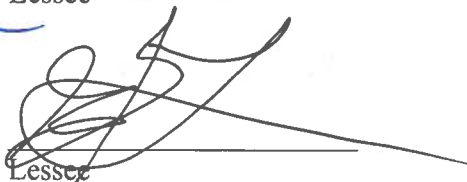
IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee

Cass County

By: Chair
Cass County Commission



Lessee

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Gregory and Eva Lynnes, 2705 Northwood Drive, Fargo ND 58102-6105 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. **Property:** The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as:
2-140-49 A 1.005 TRACT IN GOV'T LOT 2 DESC AS: COMM AT SE COR OF LOT 5 NORTHWOOD SUB IN GOV'T LOT 2 PT BEING PT OF BEG THN S 43DG20' E FOR 135' THN N45DG40' E FOR 340' +/- TO PT OF INTER WITH W BANK OF RVR; THN NWLY ALG THE W BNK OF SD RIVER TO A PT OF INTERS W/A LN HAVING A BRG OF N 45DG40'E & PASSING THROUGH THE PT OF BEG; THN S 45DG40' W ALG SD LN A DIST OF 365.79', +/- TO THE PT OF BEG. **3-18-10 LEGAL DESC CORRECTION PER DEED OF RECORD (hereinafter "property").
2. **Term:** The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
3. **Rent:** Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. **Use:** The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. **Maintenance:** The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. **Delivery of Possession:** Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. **Insurance:** At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

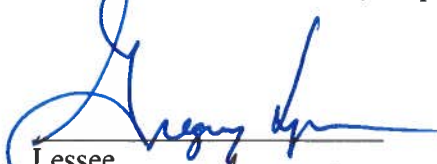
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806


Lessee: 2705 Northwood Drive, Fargo ND 58102-6105

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2025, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee



Lessee

Cass County

By: Chair
Cass County Commission

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