

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 February 28, 2024:

- Houston Engineering, Inc.—contract documents for Hydraulic studies on Drain 16 and Drain 19 in Noble Township;
- City of Horace and City of Reile's Acres—contract documents for policing services for 2024;
- Cass County Weed Control—weed control work order for various county owned properties;
- Flood lot lease renewal for 2024.



Highway Department

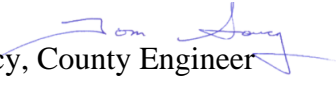
Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

MEMORANDUM

TO: Cass County Commission

FROM: Thomas Soucy, County Engineer 

DATE: February 21, 2024

SUBJECT: Consent Agenda Item for March 4, 2024 Commission Meeting: Projects TB2510 & TB2304 – Hydraulic Studies

Attached are the contract documents for Houston Engineering, Inc. for Hydraulic Studies for the design of future bridges. These bridges are part of the 5 year highway and bridge plan. The hydraulic studies are needed to size the bridges. The estimated cost of this work is \$12,500.00

TB2510 1 Kinyon/6 Noble Twp. – Drain 16
TB2304 25 Kinyon/30 Noble Twp. – Drain 19

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH HOUSTON ENGINEERING, INC. FOR THE HYDRAULIC STUDIES SUBJECT TO STATE'S ATTORNEYS APPROVAL.

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CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Houston Engineering, Inc., 1401 21st Ave N, Fargo, ND 58102

DATE OF REQUEST: February 21, 2024

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: March 4, 2024

DEPARTMENT HEAD REQUESTING SIGNATURE: Thomas Soucy, 701-298-2374 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Attached are the contract documents for Houston Engineering, Inc. for Hydraulic Studies for the design of future bridges. These bridges are part of the 5 year highway and bridge plan. The hydraulic studies are needed to size the bridges. The estimated cost of this work is \$12,500.00

TB2510	1 Kinyon/6 Noble Twp. – Drain 16
TB2304	25 Kinyon/30 Noble Twp. – Drain 19

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH HOUSTON ENGINEERING, INC. FOR THE HYDRAULIC STUDIES SUBJECT TO STATE'S ATTORNEYS APPROVAL.

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: TB2510 - 1 Kinyon/6 Noble Twp – Drain 16
TB2304 – 25 Kinyon/30 Noble Twp – Drain 19

Type of Project: Hydraulic Studies

Type of Construction: Structure Sizing

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and Houston Engineering, Inc., of West Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per Request for Proposal.

II.

The County will pay the Engineer as follows:

A. Maximum Payment: The total contract cost not to exceed \$12,500.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor’s work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer’s plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer’s office located at Houston Engineering, Inc.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract.

In the event that the termination of this agreement is not the fault of the Engineer the County shall compensate the Engineer for services performed prior to the termination, along with reimbursable expenses then due.

The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

The design services done as a result of this agreement are intended for use only on the project that is the subject of this agreement. The design services are not intended to be used on other projects. In the event that the County uses the design services that are the subject of this agreement on another project the use of the design services will be at the County's own risk.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County or North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000.00, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

ATTESTED:

COUNTY OF CASS

County Finance Director

Chairperson, Board of County Commissioners

Date

Gregory, S. Thompson, Houston Engineering, Inc.

Date



www.casscountynd.gov

February 27, 2024

Office of the Sheriff

Jesse Jahner, Sheriff

Mary Scherling Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Re: Request Commission Chair and Finance Director to sign contracts regarding policing services for the cities of Horace and Reiles Acres

Consent Agenda: Action Requested

Chairman Chad Peterson,

The Cass County Commission authorized the contracts for policing services for the city of Horace and Reiles Acres. Assistant State's Attorney Katherine Naumann reviewed the contract.

Suggested Motion: Move to authorize the Commission Chair and Finance Director to sign contracts regarding policing services for the cities of Horace and Reiles Acres

Should you have any questions, don't hesitate to contact our office.

Respectfully,

Dean J. Haaland
Chief Deputy
Cass County Sheriff's Office

**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

Cass County Government

211 9th Street South
Fargo, North Dakota
58103

SHERIFF'S SERVICE AGREEMENT

	Services Performed By:	Services Performed For:
February 27, 2024,	Cass County Sheriff's Office 211 9 th Street South Fargo, North Dakota 58103	City of Horace 600 Nelson Drive Horace, North Dakota 58947

Agreement

THIS AGREEMENT made and entered into this 27^h Day of February, 2024 by and between the County of Cass, hereinafter referred to as the "County", and the City of HORACE, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services within its boundaries by the County of Cass through the Sheriff thereof; and

WHEREAS the County of Cass is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS such contracts are authorized and not forbidden by North Dakota State Law.

NOW, THEREFORE, it is agreed as follows:

Scope of Services

The County agrees, through the Sheriff of the County of Cass, to provide law enforcement services within the corporate limits of City as defined and mutually agreed upon between the Sheriff and City.

The services will normally be provided by an individual deputy specifically assigned to the City by the Sheriff with the advice and consent of the City Council. While so assigned, it is understood that the individual deputy will, other than for emergencies, be performing law enforcement services for the city rather than for the county.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Cass under the Charter of said County and Statutes of this State. The City does hereby contract with the Sheriff's Department to exercise all the law enforcement powers and duties of a deputy sheriff while enforcing local ordinances.

The City Council shall make recommendations and comments on any law enforcement matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the deputy and other matters incident to the performance of such service and the control of the deputy or deputies so employed, shall remain in the county.

In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level of manner of performance of such service, the determination thereof made by the Sheriff of the county shall be final and conclusive as between the parties hereto.

The deputy assigned to the city will remain the employee of the County for all purposes, including liability, tax, worker's compensation and employee benefits. The County will provide the vehicle and all uniforms, equipment, supplies and training for the deputy.

Violations of statutes or ordinances within the jurisdiction of the City Municipal Court will be issued citations for said Court. Violations exceeding the jurisdiction of the Municipal Court will be issued citations or warrants for the District Court.

Period of Agreement

Unless renewed in writing, this agreement will be effective February 1, 2024, through December 31, 2024.

Payment Schedule

The City will pay the County for providing the above services an annual amount of \$ 251,227 prorated on two and a half (2.5) FTE on a monthly basis.

IN WITNESS WHEREOF, the City of HORACE, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its City Auditor and the County of Cass by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the County Auditor, all on the day and year first above written.

ATTEST:

By: _____
Name: Kory Peterson
Title: Mayor, City of Horace

By: _____
Name: Chad Peterson
Title: Chair, Cass County Commission

By: _____
Name: Brent Holper
Title: Auditor, City of Horace

By: _____
Name: Brandy Madrigga
Title: Finance Director, Cass County

APPROVED
AS TO
FORM

By: _____
Name: Kimberly Hegvik
Title: State's Attorney, Cass County

Cass County Government

211 9th Street South
Fargo, North Dakota
58103

SHERIFF'S SERVICE AGREEMENT

	Services Performed By:	Services Performed For:
February 27, 2024	Cass County Sheriff's Office 211 9 th Street South Fargo, North Dakota 58103	City of Reiles Acres 4635 35 Ave N Reiles Acres, North Dakota 58102

Agreement

THIS AGREEMENT made and entered into this 27th day of February 2024, by and between the County of Cass, hereinafter referred to as the "County", and the City of Reiles Acres, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services within its boundaries by the County of Cass through the Sheriff thereof and

WHEREAS, the County of Cass is agreeable to rendering such services on the terms and conditions hereinafter set forth and

WHEREAS, such contracts are authorized and not forbidden by North Dakota State Law.

NOW, THEREFORE, it is agreed as follows:

Scope of Services

The County agrees, through the Sheriff of the County of Cass, to provide law enforcement services within the corporate limits of City as defined and mutually agreed upon between the Sheriff and City.

The services will normally be provided by an individual deputy specifically assigned to the City by the Sheriff with the advice and consent of the City Council. While so assigned, it is understood that the individual deputy will, other than for emergencies, be performing law enforcement services for the City rather than for the County.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Cass under the Charter of said County and Statutes of this State. The City does hereby contract with the Sheriff's Office to exercise all the law enforcement and duties and powers of a deputy sheriff while enforcing local ordinances.

The City Council shall make recommendations and comments on any police matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of the deputy and other matters incident to the performance of such service and the control of the deputy or deputies so employed, shall remain in the county.

In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level of manner of performance of such service, the determination thereof made by the Sheriff of the county shall be final and conclusive as between the parties hereto.

The deputy assigned to the city will remain the employee of the County for all purposes, including liability, tax, worker's compensation and employee benefits. The County will provide the vehicle and all uniforms, equipment, supplies and training for the deputy.

Violations of statutes or ordinances within the jurisdiction of the City Municipal Court will be issued citations for said Court. Violations exceeding the jurisdiction of the Municipal Court will be issued citations or warrants for the District Court.

Period of Agreement

Unless renewed in writing, this agreement will be effective February 1, 2024, through December 31, 2024.

Payment Schedule

The city will pay the County for providing the above services an annual amount of \$ 46,839.00 prorated on .50 FTE on a monthly basis.

IN WITNESS WHEREOF, the City of Reiles Acres, by resolution duly adopted by its City Council, caused this agreement to be signed by its mayor and attested by its City Auditor and the County of Cass by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the County Auditor, all on the day and year first above written.

ATTEST:

By: _____
Name: Shane Amundson
Title: Mayor, City of Reiles Acres

By: _____
Name: Chad Peterson
Title: Chair, Cass County
Commission

By: _____
Name: Nic Miller
Title: Auditor, City of Reiles Acres

By: _____
Name: Brandy Madrigga
Title: Finance Director, Cass County

APPROVED
AS TO
FORM

By: _____
Name: Kimberly Hegvik
Title: State's Attorney, Cass County

Cass County Weed Control

Weed Control Work Order

This agreement for noxious or troublesome weed spraying is made between Cass County Commission hereinafter CLIENT and Cass County Weed Control hereinafter WEED CONTROL, for the control of noxious and troublesome weeds on land with the legal description being various county owned flood buy out lots, radio tower sites, and other county owned properties.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) WEED CONTROL will use only approved herbicides and apply as per herbicide label instructions. Herbicides to be used Tordon, Overdrive, 2,4-D, Milestone, Mec Amine-D, Esplanade EZ, glyphosate
- 2) WEED CONTROL will notify the North Dakota Department of Health of intent to apply herbicides on or in water and provide a copy of the notice to CLIENT.
- 3) WEED CONTROL agrees to take steps to control noxious or troublesome weeds with WEED CONTROL available resources. WEED CONTROL may hire commercial spray applicators if deemed necessary upon approval of CLIENT.
- 4) WEED CONTROL will bill CLIENT for services rendered as per the following rates:

a. ATV sprayer and labor	\$55.00/hr.
b. Labor with hand sprayer	\$30.00/hr.
c. Mileage	\$0.90/mile
d. Mileage – pickup	\$0.67/mile
e. Herbicides and additives	at cost
f. Commercial applicator	at cost
- 5) CLIENT will pay within 30 days of receipt of bill.
- 6) CLIENT will notify Weed Control of any issues that may affect the application of control measures i.e. timing of public gatherings in or near application site, property lines, flower beds, vegetable gardens, soft or muddy ground etc.

Dated this _____ day of _____, 2024.

CLIENT (Authorized signature and title) _____

CLIENT Point of Contact (please print name) _____

CLIENT Phone number(s) _____

WEED CONTROL (signature and title) _____

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and James Van Vleet of 7119 County Road 31 N Fargo, ND 58102 (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 Desc Tract (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2024, and expire at midnight on December 31, 2024.
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: 7119 County Road 31 N Fargo, ND 58102

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, 2024, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Lessee

James@VanVleet.net

701/d61-3076

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.