

EXHIBIT A

FIRST AMENDMENT TO LEASE AGREEMENT

This **First Amendment to Lease Agreement** (“Amendment”) is made this _____ day of _____, 2024, by and between the City of Saint Paul, a Minnesota municipal corporation (“Lessor”), and Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Ramsey County Sheriff’s Office (“Lessee”).

RECITALS

1. On July 1, 2023, the parties entered into that certain Lease Agreement (City Lease No. TMS/17) (the “2023 Lease”), for the Leased Premises located at 24 West 5th Street, Suite 150, Saint Paul, Minnesota, 55102, and as defined and depicted in the 2023 Lease.
2. The Lease term for the 2023 Lease was for two years, commencing on July 1, 2023, through June 30, 2025.
3. Section 3 of the 2023 Lease provides that the 2023 Lease may be renewed for an additional 1-year term upon one year’s prior notice from Lessee to Lessor of the desire to renew. Lessee did not provide such notice to Lessor; however, Lessee and Lessor have agreed that Lessee may continue to occupy the Leased Premises beyond the June 30, 2025 expiration date through a month-to month tenancy, subject to a 90-day termination notice by Lessor as provided in Section 8 of the 2023 Lease.
4. Lessor and Lessee have agreed that beginning on October 1, 2024 a portion of the Leased Premises that was previously occupied by civilian employees in Lessee’s Civil Processing Unit will be occupied by staff from Lessor’s Office of Human Resources (the “Human Resources space”). Lessor will exclusively occupy 2,322 square feet of the 5,700 sq-ft Leased Premises, and Lessee will exclusively occupy the remaining 3,378 square feet (5,700 sq ft less 2,322 sq ft), as provided in Exhibit A attached to this Amendment.
5. Section 5 of the 2023 Lease provides a payment schedule for Lessee based on an annual rental rate during the second half of 2024 and the first half of 2025 of \$15.92/sq ft. That rate will remain unchanged during any month-to-month tenancy. Based on the anticipated reduced square footage of the Leased Premises, Lessee’s per-quarter rental payment beginning October 1, 2024 will be reduced from \$22,686.00 to \$13,444.44. If Lessee continues to occupy its reduced portion of the Leased Premises beyond the June 30, 2024 expiration date, Lessee will pay to Lessor a monthly rental amount of \$4,481.48.
6. Pursuant to the Lessor’s installation of access control devices, if not existing, to doors one through eight as shown on Exhibit A to secure the Leased Premises, Lessor and Lessee have agreed that no space shall be demised.
7. Lessor and Lessee have agreed that all furniture located in the Human Resources space, either existing as of the effective date of this Amended Agreement or subsequently acquired, is solely owned by the Lessor, and shall remain with the Lessor, both during the terms of the Lease and after its expiration thereof, and that Lessee shall have no responsibility, duty, or otherwise for repair, insurance, maintenance, moving, storage, cleaning, or replacing said furniture.
8. This Amendment memorializes the intended revisions to the 2023 Lease as provided in Recitals 3 through 7 above.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. The 2023 Lease shall terminate by its terms on June 30, 2025.
2. Basic Rent for Lessee during the period of October 1, 2024 through expiration on June 30, 2025, shall be for \$15.92 per square foot, payable quarterly in the amount of \$13,444.44 in advance of the first day of each quarter. Basic Rent for Lessee during any month-to-month tenancy beyond the June 30, 2025 expiration date shall be for \$15.92 per square foot, payable monthly in the amount of \$4,481.48 in advance of the first day of each month.
3. No space shall be demised during the original term of the Lease, or any extensions thereof. Access control devices installed on doors one through eight as shown on Exhibit A will be at Lessor's expense to secure the Leased Premises.
4. Furniture in the Human Resources space shown on Exhibit A shall be owned solely by the Lessor and shall remain with the Lessor at the expiration of the Lease. Lessee shall have no interest in said furniture and shall have no duty to repair, insure, maintain, move, store, clean, or replace any such furniture, including any furniture subsequently acquired by Lessor after the date of this First Amendment.
5. All other terms and conditions of the 2023 Lease remain in full force and effect.
6. The Recitals are true and correct and are incorporated herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date first written above.

LESSOR	LESSEE
<hr/> Bruce Engelbrekt, Manager, OFS/Real Estate	<hr/> Victoria Reinhardt Chair, Ramsey County Board of Commissioners
<hr/> John McCarthy, Director, Financial Services	<hr/> Mee Cheng Chief Clerk
<hr/> Shari Moore, City Clerk	<hr/> Jean Krueger Director of Property Management
<hr/> Jaime Tincher, Deputy Mayor	<i>Approved as to form:</i>
<i>Approved as to form:</i>	<hr/> Scott Schwahn Assistant County Attorney
<hr/> Sarah Sullivan, Assistant City Attorney	

Exhibit A to Lease

Proposed HR Space

Approx. 2,322 SF

* based on 5,700 SF
rentable space

Ramsey County Sheriff
3,378 SF

