

**Collaborative Agreement by and Among
Anoka County Housing and Redevelopment Authority, Dakota County Community Development Agency,
Minnesota Housing Finance Agency, City of Saint Paul, and Washington County Community
Development Agency for HUD Section 3 Program Services**

This Collaborative Agreement (“Agreement”) is made and entered into pursuant to Joint Powers Act; Minnesota Statutes § 471.59, by and among Anoka County, Dakota County Community Development Agency (DCCDA), the Minnesota Housing Finance Agency (MHFA), the Washington County Community Development Agency (WCCDA), and the City of Saint Paul. In this Agreement, each entity, individually, is a “Member”; and the Members collectively are known as “the Collaborative,” as that term is more fully defined below.

WHEREAS, each Member operates and reports on its own Section 3 program serving Section 3 Businesses and Section 3 Workers; and

WHEREAS, each Member is a grantee of certain federal funding from the U.S. Department of Housing and Urban Development (“HUD”), or is acting on behalf of one or more federal grantees that is required to follow and implement Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992; and

WHEREAS, the Members wish to form the Twin Cities Section 3 Collaborative to implement Section 3 Business and Section 3 Worker registration and outreach activities on a metro-wide basis for Section 3 covered projects meant to empower low to moderate income residents and businesses to access employment and contracting opportunities; and

WHEREAS, the City of Saint Paul has agreed to serve as the Lead Agency to administer the provisions of this Agreement, and for responsibilities to be executed with funds provided through this Agreement to implement Section 3 activities approved by the Collaborative; and

WHEREAS, the Collaborative is committed to providing services and activities in an efficient and accessible manner that promote employment, job training, and contracting opportunities from HUD-financed projects to metro area low-income residents and the businesses that employ them; and

WHEREAS, each Member is willing to contribute funds in the amounts as provided in this Agreement to administer the Collaborative and pay for Collaborative activities.

NOW, THEREFORE, the Members agree as follows:

Section I: Purpose

The purpose of this Agreement is to describe the functional work areas of the Collaborative and funds necessary to execute such work, which explicitly *does not* include the creation of a separate entity or board or create or issue policy decisions. All Members are individually responsible for following and complying with Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992 and HUD Regulations 24 C.F.R. § 75.

Section II: Definitions

Agreement means this Collaborative Agreement for HUD Section 3 Services.

Applicant means an individual or entity interested in gaining HUD Section 3 Certification. The individual or entity submits an application to the Section 3 Collaborative via the Section 3 Collaborative Webpage. Accepted applicants will obtain access to hiring and business opportunities.

Business Concern means a business entity formed in accordance with state law, and which is licensed under state, county, or municipal law to engage in the type of business activity for which it was formed.

Business Outreach and Engagement means programs, initiatives and/or activities adopted by any Member to assist certified Section 3 Business within the Marketplace. This includes directing businesses to public contracting opportunities, capacity building, training, and business development resources.

Certification means approval of an Applicant by the Section 3 Collaborative as a Section 3 Business, Section 3 Worker, or Section 3 Targeted Worker. Certification is granted after the Applicant has demonstrated Section 3 eligibility pursuant to HUD Section 3 regulations. Section 3 Business certifications are valid for one calendar year from the date of application, or for the duration of the HUD funded project the business is certified for, whichever is the longest. Section 3 Worker and Section 3 Targeted Worker certifications will be valid for five years from the date of application. The certifications will be valid and provide reciprocity with all member agencies.

Collaborative means the collection of governmental entities that have executed this Agreement.

Fiscal Agent and Contract Manager means the Member responsible for various financial duties for the benefit of the Collaborative. These duties include invoicing and tracking Member payments.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, as implemented by HUD Regulations 24 C.F.R. Part 75; which ensures that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 3 Program are programs independently developed by each recipient agency which receives U.S. HUD federal dollars (CDBG, HOME, etc.). The programs include tracking and monitoring projects or contracts for Section 3 compliance, engagement and outreach with Section 3 Businesses and Section 3 Workers, certifying Section 3 Businesses and Section 3 Workers, and providing support and capacity-building activities, training, and workshops which further enhances the success of participating Section 3 Businesses and Section 3 Workers.

Lead Agency means the Member that implements, administers, and manages the activities of the Collaborative, day-to-day operations, and serves as the Fiscal Agent and Contract Manager. The City of Saint Paul currently serves as the Collaborative's Lead Agency.

Marketplace means the geographical area where Section 3 Business Concerns have their primary place of business, as defined by Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992. The HUD geographic area for this

Collaborative is the Twin Cities 13-County area including Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright counties in Minnesota, and Pierce and Saint Croix counties in Wisconsin.

Member means any single entity that has agreed to and is bound by the terms of this Agreement and future addendum/amendments to this agreement.

Recipient means any entity that receives HUD financial assistance to fund Section 3 projects, including, but not limited to, any state, local government, instrumentality, Public Housing Authority, or other public agency, public or private nonprofit organization.

Registration means completion of the process outlined by HUD and resulting in an applicant becoming a Section 3 Business or Section 3 Worker with the Collaborative.

Section 3 Business has the same meaning as defined in HUD Regulations 24 C.F.R. § 75.5, or successor regulations:

- (1) A business concern meets at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 Business Concern will not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part will be construed to require the contracting or subcontracting of a Section 3 Business Concern. Section 3 Business Concerns are not exempt from meeting the specifications of the contract.

Section 3 Business List means is a list of all Section 3 certified businesses certified by the Collaborative for public contracting purposes and workforce recruitment. The list will be published on Collaborative webpage and updated monthly to be made available to all members and the public via the Section 3 Collaborative webpage.

Section 3 Worker has the same meaning as defined in HUD Regulations 24 C.F.R. § 75, or successor regulations:

- (1) Any worker who currently fits or when hired within the past five years fits at least one of the following categories, as documented:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - b. The worker is employed by a Section 3 Business Concern.
 - c. The worker is a Youthbuild participant.
- (2) The status of a Section 3 Worker will not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part will be construed to require the employment of someone who meets this definition of a Section 3 Worker. Section 3 Workers are not exempt from meeting the qualifications of the position to be filled.

Section 3 Targeted Worker any worker who currently fits or when hired within the past five years which fits at least one of the following categories, as documented:

- (1) Employed by a Section 3 Business.
- (2) A current Youthbuild program participant. (Youthbuild is a HUD managed program).
- (3) Lives within the service area or the neighborhood of the project. Service area or neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Section 3 Worker List means a list of all Section 3 Workers for Section 3 workforce recruitment and job placement. The Lead Agency will maintain the Section 3 Worker and Section 3 Targeted Worker Lists. The Lists will not be made publicly available and will only be shared with Members.

Section 3 Webpage means the resource produced by the Lead Agency for Section 3 Businesses, Section 3 Workers, the Collaborative, and the public containing general information about Section 3 and the Collaborative program. The Lead Agency will manage the day-to-day operations of the webpage. The webpage will be housed as a link on the City of Saint Paul's website.

Section III: Section 3 Collaborative

A. Objectives

The activities of the Collaborative as described in this Agreement are intended to supplement, but not be a substitute for, the activities and Section 3 programming of each Member. The primary purpose of the Collaborative is to jointly engage in activities that accomplish the following goals:

- (1) Increase the participation of Section 3 Businesses and Section 3 Workers so that Members may utilize them on their Section 3 projects/contracts/grants. The increased participation of Section 3 Businesses and Section 3 Workers will help each Member meet their Section 3 labor hour goal of 25%. The Collaborative will increase access to Section 3 Business contracting opportunities and Section 3 Worker training and employment opportunities by publishing opportunities on the Section 3 Collaborative webpage and notifying Section 3 Businesses and Section 3 Workers;
- (2) The Collaborative will provide centralized communication and outreach to increase the visibility of Section 3 Businesses towards Section 3 contracting and training opportunities in the Twin Cities and surrounding Metro Area. The Collaborative will communicate capacity building, technical assistance training opportunities and workshops to increase access to job and hiring opportunities for participating businesses and workers. The trainings can be with any of the Members or other external programs which may be beneficial to Section 3 Businesses and Section 3 Workers.
- (3) Offer centralized certification services to potential Section 3 Workers and Section 3 Businesses in the Marketplace to increase participation in each Member's Section 3 contracting obligations and goals. A centralized portal streamlines communication, information sharing, and certification reciprocity for eligible businesses and workers. The Collaborative will provide an on-line platform for Section 3 Worker certifications to provide an accessible and easy certification process that is reciprocal for all Members across the metro area, which eliminates the redundancy of eligible businesses to apply with each Section 3 program separately which is overly time consuming for new and emerging small businesses;

B. Responsibilities of the Lead Agency

The Lead Agency will be responsible for the following:

- (1) Act as the Fiscal Agent and Contract Manager for the Collaborative. The Lead Agency will:
 - a. Invoice and collect the payments from Members;
 - b. Develop and manage the annual budget and cost estimates;
 - c. Manage and implement all facets of the Agreement between the Lead Agency and each Member;
 - d. Serve as a central point of contact for public inquiries on behalf of the Collaborative, although each agency remains responsible for responding to public inquiries regarding their specific Section 3 program. The Lead Agency is responsible for communication with the public regarding certifications and outreach activities covered under this Agreement. The Lead Agency is not responsible for answering questions pertaining to Section 3 projects being funded, solicited, and/or managed by any Section 3 Collaborative Members; and,
- (2) Report on the activities of the Collaborative to the Members but will, at a minimum, report on program activities every six months, including an annual summary of Section 3 activities, including certifications, outreach, training, and communication.
- (3) Creation and Maintenance of the Regional Section 3 Webpage. The Lead Agency will host the Section 3 Webpage on the City of Saint Paul Human Rights and Equal Economic Opportunity website (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity>). The Lead Agency will troubleshoot website issues and respond to requests concerning the Section 3 Webpage. The Lead Agency will also post and/or send out emails to prospective businesses and workers of contracting opportunities, job opportunities, training/workshops, networking, and other business resources. Contents of the webpage will include:
 - a. What Section 3 is and how it works, generally;
 - b. Section 3 contracting and hiring opportunities;
 - c. Access the Collaborative Section 3 Business List;
 - d. How to sign up and certify through the webpage as a Section 3 Worker with the Collaborative;
 - e. How to sign up and certify as a Section 3 Business with the Collaborative;
 - f. Collaborative outreach, training, workshops, open houses, technical assistance, and educational events;
 - g. Section 3 projects being solicited, funded, and/or managed by Members as early as possible prior to bid launch;
 - h. Other Collaborative communications regarding contracting and job opportunities on Section 3.
- (4) Section 3 Businesses and Section 3 Workers Certifications. The Lead Agency will make staff available to process certifications, which are paid for out of membership dues from the Members. Certification processing involves the following:
 - a. Creating Section 3 Worker and Section 3 Business certification processes in accordance with HUD Section 3 regulations;
 - b. Drafting and publishing rules regarding Section 3 certification;
 - c. Maintaining standard operating procedures for Section 3 certification; and
 - d. If applications for Certification and/or Recertification exceed the Lead Agency's ability to process them, the Lead Agency will notify the Members and develop a plan for processing certifications after receiving input from the Members. The threshold for notifying the other Members for assistance would be 25 or more submitted Section 3

Business Applications or 50 or more Section 3 Workers Applications for review by the Lead Agency.

C. Member Responsibilities

Each Member will be responsible for the following:

(1) Collaborative Meetings:

- a. Meeting Attendance and Facilitation. Members must attend quarterly Collaborative meetings. Each Member is responsible for creating a meeting agenda, coordinating, and leading a meeting pursuant to a meeting schedule as determined by the Lead Agency. Repeated failure to attend Collaborative Meetings without notice may be grounds for Member involuntary termination.
- b. Meeting Notes. Members must provide staff for taking Section 3 Collaborative meeting minutes for Collaborative Members;
- c. Meetings will be in the following months: February, May, August, and November on the third Wednesday of each month. Meeting leaders will be designated at the beginning of each year, and will be responsible for scheduling meetings, meeting space/zoom link, agendas, and designating a notetaker. Special Meeting sessions will be made known two weeks in advance to all Members and do not replace regular meetings.
- d. Member staff. Members must designate a staff person to attend Collaborative meetings and provide input into the implementation of activities outlined in Section 3 Collaborative Objectives above;

(2) Communication and Payment to the Lead Agency:

- a. Main Point of Contact. Members must designate a consistent contact person to work with the Lead Agency;
- b. Periodic Updates. Members must provide updates on contracting and hiring opportunities for certified Section 3 Businesses and Section 3 Workers to the Lead Agency and other Members on a quarterly basis;

(3) Public Outreach and Education:

- a. Outreach Responsibilities. Each Member is responsible for individual outreach to Section 3 Businesses and Section 3 Workers.
- b. Informational Materials. To the extent required by federal law, Members must create, maintain, and distribute their own Section 3 informational materials. Intended audience for materials shall be directed towards potential and existing Section 3 Businesses, Section 3 Workers, developers and contractors, other Section 3 programs, community organizations, and the general public.

D. Term

Contract terms will be for three years beginning July 1, 2023 and ending June 30, 2026. Invoicing and payment will be done on an annual calendar program year cycle based on the following dates:

July 1, 2023 to June 30, 2024

July 1, 2024 to June 30, 2025

July 1, 2025 to June 30, 2026

E. Membership Payments and Invoicing

The Lead Agency shall invoice the other members once in a program cycle year. Members must pay before the end of each calendar cycle of contract. Non-payment of fees are grounds for involuntary termination from membership. For new Members, who join mid-payment cycle, the new Member will pay an amount which is pro-rated monthly for the remainder of that program calendar year. Payments made for each calendar year will be used for that year.

Payment cycle are as follows:

Members	2023 July 1, 2023 to June 30, 2024	2024 July 1, 2024 to June 30, 2025	2025 July 1, 2025 to June 30, 2026	Total
Anoka County	\$4,000	\$4,000	\$4,000	\$12,000
Dakota County CDA	\$4,000	\$4,000	\$4,000	\$12,000
Minnesota Housing Finance Agency	\$4,000	\$4,000	\$4,000	\$12,000
City of Saint Paul	NA	NA	NA	NA
Washington County CDA	\$4,000	\$4,000	\$4,000	\$12,000
Total	\$16,000	\$16,000	\$16,000	\$48,000

Section IV: General Terms and Conditions

A. Liability. Pursuant to Minnesota Statutes § 471.59, subd. 1a, a governmental unit participating in a joint venture or joint enterprise, including participation in a cooperative activity undertaken pursuant to this section or other law, is not liable for the acts or omissions of another governmental unit participating in the joint venture or joint enterprise.

- (1) Single Entity for Liability. For purposes of determining total liability for damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, will not exceed the limits on governmental liability for a single governmental unit as specified in section [3.736](#) or [466.04](#), subdivision 1, or as waived or extended by the joint board or all participating governmental units under section [3.736](#), subdivision 8; [466.06](#); or [471.981](#). This paragraph does not protect a governmental unit from liability for its own independent acts or omissions not directly related to the joint activity.
- (2) Insurance. If a participating governmental unit has procured or extended insurance coverage pursuant to section [3.736](#), subdivision 8; [466.06](#); or [471.981](#) in excess of the limits on governmental liability under section [3.736](#) or [466.04](#), subdivision 1, covering participation in the joint venture or joint enterprise, the procurement of that insurance constitutes a waiver of the limits of governmental liability for that governmental unit to the extent that valid and collectable insurance or self-insurance, including, where applicable, proceeds from the

Minnesota Guarantee Fund, exceeds those limits and covers that governmental unit's liability for the claim, if any.

- (3) Claims. In the event there are any claims or actions filed against the Collaborative, nothing in this Agreement will be construed to allow a claimant to obtain separate judgments or stack separate statutory liability caps from the Collaborative. The Collaborative is intended as a separate liability entity which limits the liability of the individual party and the Collaborative as a whole. If a claim or action is filed against the Collaborative, Members will share the costs of retaining legal representation, separate and apart from legal representation Members have as individual entities.

B. Amendment. Amendments or modifications to this Agreement must be in writing and will not be effective until executed by all parties to this Agreement. Proposed amendments or modifications must be drafted by the Member(s) proposing the amendment. Proposed amendments must be submitted 30-days in advance of the nearest scheduled Collaborative meeting, and added to the meeting agenda for discussion, consideration, and resolution. The Lead Agency must ensure all Members receive any executed amendments to this Agreement.

C. New Members. Any "Governmental Unit," as defined in Minnesota Statutes § 471.59, that is obligated to comply with HUD Section 3 requirements, is eligible to join the Collaborative. New members may request to join the Collaborative at any time. Entities must contact the Lead Agency. The Lead Agency will review if the entity is eligible to join the Collaborative and provide Members 30-day notice of the new entity's potential membership. If a Member is opposed to the entity joining the Collaborative, the Member must notify the Lead Agency of their opposition in writing within 30 days from the date that the notice was delivered. The Lead Agency will review the reasons for opposition with the entity and provide an opportunity for entity to state reasons why they are eligible. If there is no opposition to the entity joining, the Lead agency will draft an amendment solely for the purpose of adding the New Member to the Agreement. Notwithstanding section IV.B of this Agreement, an amendment solely for the purpose of adding the New Member to the Agreement need not be considered at a Collaborative meeting. To the extent that the New Member proposes amendments or modifications to any terms and conditions of this Agreement, at Lead Agency's discretion, the prospective New Member may work with Lead Agency to include such proposed changes in the New Member amendment. As required by section IV.B of this Agreement, such amendments must be submitted 30-days in advance of the nearest scheduled Collaborative meeting and added to the meeting agenda for discussion, consideration, and resolution. New Member amendment must be signed by all Members. Amendments will be filed with the Agreement and provided to all Members.

D. Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of the Lead Agency's and Members' performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

E. Termination

- (1) Lead Agency Termination. This Agreement will terminate upon written notice by the Lead Agency to all Members to vacate its role. If the Lead Agency terminates its role, the remaining Members will meet, discuss, and elect a new Lead Agency within 90 days of the written notice. Notification of a new Lead Agency will be provided to all Members by the elected Lead Agency within 30 days of the election. The Agreement will terminate if remaining Members fail to

elect a new Lead Agency within 90 days of notice of Lead Agency Termination.

- (2) Voluntary Withdrawal from Collaborative. Any Member that wishes to withdraw their Collaborative membership voluntarily must do so in writing with a 30-day written notice to the Collaborative and Lead Agency.
- (3) Involuntary Termination of Membership. When a Member is involuntarily terminated, Lead Agency must notify all Members with a 30-day notice before the involuntary termination. The Lead Agency will call a meeting of all Members to vote on the Involuntary Termination of the Member. If half of the Members agree to the Involuntary Termination, the Member will be terminated from the Agreement. Only the Lead Agency can call for a vote of Involuntary Termination of a Member. Grounds for termination include, but are not limited to, repeated non-payment of membership fee; repeated non-attendance at Collaborative meetings; Member Non-Compliance with Section 3 regulations when sanctioned by HUD or discovered by another Member.
- (4) Fees after Withdrawal or Termination. When a Member voluntarily withdraws or is terminated from the Collaborative, any pre-payment will be pro-rated via a monthly basis based on the withdrawal or termination date/month and returned. Any payments after the 30th day notice will be monthly pro-rated and returned to Members upon their withdrawal or termination. When Lead Agency terminates their participation in the Collaborative, the member fees shall be pro-rated on a monthly basis and returned to each member.

F. Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

G. Electronic Signatures. The Members agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The Members further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Member’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, Anoka County Housing and Redevelopment Authority, Dakota County Community Development Agency, Minnesota Housing Finance Agency, the City of Saint Paul, and Washington County Community Development Agency have executed this Agreement on the dates indicated below.

The remainder of this page has intentionally been left blank.

IN WITNESS WHEREOF, the constituent members of the Members have caused this Agreement to be executed by their duly authorized representatives.

City of Saint Paul:

Jaime Rae Tincher
Jaime Rae Tincher (Jul 27, 2023 18:34 CDT)

Jaime Tincher, Deputy Mayor

Date: 07/27/2023

Madeline Mitchell

Madeline Mitchell, Acting Director Office of Finance Services

Date: 7/27/23

Andrea Ledger
Andrea Ledger (Jul 27, 2023 09:01 CDT)

Andrea Ledger, Interim Director of Department of Human Rights and Equal Economic Opportunity

Date: 7/27/23

Approved as to form:

Siobhan Tolar
Siobhan Tolar (Jul 26, 2023 18:11 CDT)

Siobhan Tolar, Assistant City of Saint Paul Attorney

Date: July 26, 2023

Final Section 3 Collaborative Services Agreement 2023

Final Audit Report

2023-07-27

Created:	2023-07-26
By:	Alexander Dumke (alexander.dumke@ci.stpaul.mn.us)
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 Signer jaime.tincher@ci.stpaul.mn.us entered name at signing as Jaime Rae Tincher

2023-07-27 - 11:34:09 PM GMT- IP address: 156.99.75.2

 Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

Signature Date: 2023-07-27 - 11:34:11 PM GMT - Time Source: server- IP address: 156.99.75.2

 Agreement completed.

2023-07-27 - 11:34:11 PM GMT