

GRANT AGREEMENT

THIS COOPERATIVE AGREEMENT is entered into as of the date on the signature page, by and between the City of St. Joseph, Missouri, a municipal corporation located in Buchanan County, Missouri, hereinafter “the City,” and St. Joseph Habitat for Humanity, a Missouri not-for-profit corporation, hereinafter “Habitat.”

RECITALS:

WHEREAS, the City of St. Joseph is a Participating Jurisdiction under the HOME Investment Partnerships Program; and

WHEREAS, the purpose of the HOME Investment Partnerships Program is to establish cooperative relationships among the public and private sector to promote affordable housing initiatives; and

WHEREAS, Habitat has as its mission statement to provide affordable housing to the citizens of St. Joseph; and

WHEREAS, Habitat was awarded \$750,000 from Buchanan County’s allocation of ARPA funds to extend sewer lines to the property line of the lot located at 1500 Highland Avenue; and

WHEREAS, 2022/2023 Community Development Block Grant budget was adopted by passing of Special Ordinance 10144; and

WHEREAS, The City allocated Two Hundred Forty-Nine Thousand Six Hundred Eighty-Nine Dollars (\$249,689.00) of FY 22/23 HOME funds for phase one; construction of two homes on the vacant lot at 1500 Highland Avenue.

WHEREAS, Habitat has proposed to construct seven new homes at the vacant lot located at 1500 Highland Avenue in St Joseph Missouri using a portion of the City’s HOME funds in phases over the next 3 years; and

WHEREAS, Habitat agrees the homes will be sold to income-eligible persons under the HOME guidelines; and

WHEREAS, Habitat agrees the amount allocated will be used in accordance with the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Habitat, intending to be bound, do hereby agree as follows:

SECTION 1. Definitions.

1.1 “CITY” shall mean the City of St. Joseph, a municipal corporation, and a Participating Jurisdiction under the HOME Investment Partnerships Program.

1.2 “HABITAT” shall mean Habitat for Humanity, a not-for-profit corporation, acting through its Board of Directors and Staff.

1.3 “HOME GRANT” shall mean the Two Hundred Forty-Nine Thousand Six Hundred Eighty-Nine Dollars (\$249,689.00) allocated by HUD to the City to assist with the New Construction of two single-family homes, including all necessary change orders approved in writing by the City to meet the objectives of this Home Grant.

1.5 “GRANT FUNDS AVAILABLE FOR DISBURSEMENT” shall mean, that portion of the HOME Grant, in an amount *not to exceed Two Hundred Forty-Nine Thousand Six Hundred Eighty-Nine Dollars (\$249,689.00)*, which is subject to the terms, conditions, and requirements of the Home Grant, as stated in this Grant Agreement.

1.6 “NEW CONSTRUCTION” shall mean the work defined in the Architectural Specifications and Schematics, including all necessary change orders thereto that have been approved in writing by the City. Such work shall be completed in accordance with generally accepted construction practices and quality standards and in accordance with applicable City’s codes and building regulations. All New Construction shall meet the criteria set forth in the Model Energy Code.

1.7 “AGREEMENT” shall mean this document between the City and Habitat, for which said provisions of grant are based - and other documents, attachments, exhibits, rules, OMB circulars, and regulations whether attached or merely mentioned, are to be considered as fully a part of this Agreement as if attached to or recited in this Agreement. Said Agreement may synonymously be called “Contract”.

1.8 “HUD” shall mean the U.S. Department of Housing and Urban Development.

1.9 “HOME” or “HOME Program” shall mean the HOME Investment Partnerships Program, as well as the formula allocation the City receives from HUD, and all rules and regulations as noted in 24 CFR Part 92, including revised and amended regulations, and any subsequent rules and regulations as noted in 24 CFR Part 92, said regulations attached and incorporated herein as Attachment “1”.

1.10 “CITY FUNDS” or “HOME FUNDS” shall mean the amount not to exceed Two Hundred Forty-Nine Thousand Six Hundred Eighty-Nine Dollars (\$249,689.00) of HOME funds to assist with the New Construction of two single-family homes.

2.0 “Property” shall be the lots located at 1500 Highland Avenue, St. Joseph, Missouri, with the following legal description:

THE EAST ONE-HALF (1/2) OF LOT FOUR (4) AND ALL OF LOTS FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND TWENTY-FOUR (24), ALL IN BLOCK TWO (2), NORTH ST. JOSEPH SECOND ADDITION, AN ADDITION TO THE CITY OF ST. JOSEPH, BUCHANAN COUNTY, MISSOURI.

Commonly known as 1500 Highland Avenue, St. Joseph, Missouri 64505

SECTION 2. Duties and Responsibilities –St Joseph Habitat for Humanity

2.1(A) All construction work by Habitat, through its agents and contractors, will be completed in accordance with generally accepted construction practices and quality standards and in accordance with the City’s codes and building regulations, as well as the City’s General Conditions and Specifications.

2.1(B) The parties hereto acknowledge and agree that *individual* officers, directors, members, and others associated with Habitat shall not be liable for the duties and responsibilities of Habitat under this Agreement, including, but not limited to, individual responsibility or liability for cost overruns or additional sums required to be paid by Habitat hereunder; provided, however, that said restrictions and limitations shall not extend to any said individual if that individual shall cause monetary loss to the City as a result of said individual’s recklessness, gross negligence, fraud, theft, or other intentional criminal act.

2.2 Habitat shall approve all draw requests prior to release of funds for the complete construction of the single-family home. The City will review all draw requests submitted by Habitat to verify eligibility before payment is made.

2.3 A Land Use Restriction Agreement (LURA) will be executed on the property. The terms of said LURA will be determined by the amount of HOME Funds invested as determined by the HOME regulations.

2.4 Habitat will abide by all existing and future federal, state, and local laws, rules, regulations (specifically the HOME Investment Partnerships Program at 24 CFR Part 92), and ordinances, which may now or hereafter be in effect and applicable to this Agreement.

2.5 Development fees shall be an eligible expense under this Grant Agreement. The development fee may be drawn upon completion of each structure once the final inspection and punch list has been completed and/or the house has been sold. **The maximum development fee for new construction shall be \$15,000 per house.**

SECTION 3. Duties and Responsibilities -- City of St. Joseph

3.1 The City shall provide funding to assist with the construction of one new single-family home in an amount not to exceed Two Hundred Forty-Nine Thousand Six Hundred Eighty-Nine Dollars (\$249,689.00) in HOME Funds, as provided in the budget, with cost variances to be determined by the Director of Planning & Community Development, or designee.

3.2 The City shall provide Habitat with technical assistance at Habitat's request. However, the City is not acting as Habitat's architect or engineer and shall not be deemed liable for errors or omissions related to such assistance.

SECTION 4. Duties and Conditions of the HOME Grant

4.1 HOME Funds shall be made available for disbursement only in the amount necessary to reimburse Habitat and/or its contractor for costs set forth in the project budget and work specifications, including architectural and engineering services for New Construction, rehabilitation construction costs, site preparation, landscaping, advertising, and all necessary change orders to the extent approved, in writing, by the City. In no case shall such disbursement(s) exceed Two Hundred Forty-Nine Thousand Six Hundred Eighty-Nine Dollars (\$249,689.00). All financial obligations regarding this Agreement shall cease upon completion of the work, or upon the final disbursement of City Funds to Habitat, whichever comes first. This Agreement and all subsequent disbursements to Habitat shall be administered by the City of St. Joseph, Planning & Community Development Department, 1100 Frederick Avenue, Room 101B, St. Joseph, Missouri 64501. Said City funds shall be used only for the purposes specified herein. Remaining funds not disbursed on a project shall be applied to other projects under this Agreement.

4.2 Habitat understands that the construction funded under this Agreement shall be used exclusively for a HOME eligible activity. In no case shall the gross family income of beneficiaries of the New Construction exceed that of the HOME Program low-income guidelines, as published annually by HUD.

4.3 Upon the sale of the house, the City and Habitat shall execute the necessary documents to transfer ownership and loan obligations to the new owner.

4.4 In no event shall the City assume any obligation to make, or continue to make, any or all of the above-referenced funding available, nor shall the City incur any liability hereunder, unless and until Habitat has timely and fully complied with its duties and obligations pursuant to this Agreement. Further, Habitat's failure to comply with any terms and conditions set forth in this Agreement will be considered non-conformance and breach of said Agreement.

4.5(A) It is hereby mutually agreed between parties hereto that the HOME Funds available for disbursement for the work will be paid to Habitat and/or its contractor(s) on a reimbursement basis or in installments as the work is completed or as expenses are incurred and subsequently approved by the City's Planning & Community Development Director, or designee. All requests

for payment are to be submitted to the City. The City will be allowed a reasonable period, not to exceed thirty (30) days, to process each reimbursement request for payment and to inspect said rehabilitation and New Construction work before such payment is made. In the event rehabilitation and New Construction work does not pass City inspection; the reimbursement payment will not be made until identified “problem areas” of such rehabilitation and New Construction work have been corrected. Habitat will approve, by way of signature, all payments to the contractor(s) before reimbursement is made. Draw requests must be submitted for each individual address and will not exceed the amount established for each individual address as agreed upon by the Community Development Manager and the Executive Director of Habitat before work begins under this Agreement.

4.5(B) No deviations from New Construction work approved by the City in relation to the expenditure of Grant Funds shall be made without written notification from Habitat. The City and Habitat, without invalidating this Agreement, may authorize deviations from New Construction work necessary to accomplish the original scope of this Agreement, or to alleviate emergency situations. The need for any such changes shall be determined by the City, As well as the amount of deviation necessary, and subsequently stated, in writing, to Habitat.

4.6 Matching Requirements. Habitat shall document all eligible match contributions to projects under this Agreement and assist the City with meeting the matching requirements set forth in 92.218, 92.219, 92.220, and 92.221 of the HOME regulations. Such assistance shall include providing the City with the documentation required to substantiate eligible match sources associated with this project. The amount is subject to modification if the City’s HOME match requirement should change prior to completion of the project and disbursement of said funds.

4.7 Beneficiary Reporting Requirements. Habitat agrees to maintain the following information for each unit, and to submit such information to the Department of Planning & Community Development; in the case of New Construction at initial sale of each unit: Name of each family living in each unit, family income, number in household, race and ethnic group, single Head of Household (male or female), and whether any member of the household is elderly and/or disabled.

4.8 Other Reporting Requirements. Habitat shall provide the City with additional information, as requested.

4.9 In the case of New Construction, until such time as the units are sold to eligible property owners, Habitat agrees to maintain the properties to an acceptable appearance and in a safe and sanitary manner at all times in accordance with the housing quality standards found at 882.109 of the title as noted in 24 CFR Part 92.251, to keep all trash and debris picked up, and all grass and weeds cut at all times for the duration of the loan; in no instance shall said structures or grounds thereof become “blighted.” The structures and grounds shall also be maintained in accordance with all property maintenance and zoning codes of the City. Failure to comply with this section shall be considered non-conformance with the Agreement.

4.10 Habitat shall ensure that all taxes, regular and special, not otherwise abated or eliminated by government authority, are to be paid up to date as of the scheduled time for loan closing and must remain current throughout the term of this Agreement.

4.11 Habitat shall, during the period after completion of the project and until the units are sold to individual purchasers: (a) maintain hazard and fire insurance in at least the amount of all outstanding mortgages on said property, and apply such insurance proceeds to the reconstruction of same, (b) ensure that the property remains free and clear of all encumbrances, including mechanics' liens and judgments resulting from the non-payment of taxes, regular and special, except those Habitat is currently seeking to have removed from the title. The City shall be named as *additional insured* to all insurance policies. A certificate of insurance shall be provided to the City. Cost of such insurance may be considered a project soft cost and may be paid from loan proceeds. Nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

4.12 Habitat agrees to obtain signed lien waivers, both partial and final, from all contractors and subcontractors paid to perform work on HOME assisted projects. In addition, Habitat agrees to provide certification that all contractors and subcontractors are not on the "excluded parties" list and are registered with the federal SAM site for said certification to be checked. All contractors and subcontractors will provide their CAGE code and Duns Number before performing any work on Habitat projects.

SECTION 5. Miscellaneous Provisions

5.1 Equal Employment Opportunity -- Section 3 Clause. This Agreement is subject to all federal, state and local laws, rules, and regulations pertaining to equal employment opportunities including Section 3 of the Equal Employment Opportunity agreement.

5.2 Non-Discrimination. HABILITAT, and his/her contractors and subcontractors shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions and affiliations, national origin or disability.

5.3 Minority Business and Female Business Enterprises. HABILITAT shall encourage, publicly advertise and accept bids, and shall consider said bids on a formal bid basis from Minority Businesses and Female Business Enterprises. Habitat agrees to advertise for bids in the Kansas City minority publications, the *Kansas City Hispanic News* and *Dos Mundos*.

5.4 Affirmative Marketing. HABILITAT shall affirmatively market all units within the development. A written plan shall be submitted to the City for review and acceptance. The Affirmative Marketing Plan shall include, but not be limited to, the following: Methods HABILITAT will use to inform the public and potential purchasers and tenants about Federal fair housing laws (e.g., use of Equal Housing Opportunity logotype or slogan in all press releases and solicitations for purchasers and tenants, and written communication to fair housing and other groups); what commercial media outlets will be used to advertise; what community contacts will

be utilized to solicit for potential purchasers and tenants; what techniques and procedures will be used to inform and solicit applications from persons in the housing market area who are not likely to apply to purchase a home or apply for housing assistance without special outreach; records that will be kept describing actions taken by HABITAT to track affirmative marketing efforts; how HABITAT will evaluate its affirmative marketing efforts, and the impact of such efforts on an annual basis.

5.5 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city laws, codes, ordinances and resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Missouri law will govern the terms and the performance under this Agreement.

5.6 Interest of the City. No elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this Section with the knowledge of the person or corporation contracting with the City shall render the Agreement voidable by the City Council.

5.7 Merger. This Agreement shall not be merged into any oral or written agreement, lease or deed of any type.

5.8 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

5.9 Assignment. The terms of this Contract shall be binding on the parties and their heirs, successors, assigns, agents or representatives, and the terms herein may only be modified in writing and executed by the parties hereto. The parties to this Agreement may not assign its rights under this Agreement without the express prior written consent of the City.

5.10 Strict Compliance. All provisions of this Agreement and each document that shall be attached shall be complied with as written, and no substitutions or changes shall be made except upon written direction from authorized representatives of the parties.

5.11 The signatories hereto represent and warrant that they have read this Agreement, that they fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and upon their best judgment, and solely for the consideration described herein.

5.12 Captions. All headings, titles, and paragraph captions are inserted in this Agreement for convenience of reference only; said headings, titles, and paragraph captions are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

5.13 Waiver of any provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

5.14 If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. To the contrary, the illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

5.15 Copies of Contract Awards. HABITAT agrees to provide the City with a copy of the contract award(s) for said construction, and a listing of contractor(s) and subcontractor(s) involved in construction work.

5.16 Material Default of the Partnership. In the event HABITAT shall materially default in the performance of any terms, covenants, conditions, sections or agreements to be performed under this Agreement, the City shall have the right to terminate the Agreement and demand repayment of loan funds, and/or avail itself of any remedy available to it at law or in equity, including specific performance. For purposes of this section, the insolvency, bankruptcy, dissolution or termination of existence of HABITAT, or any judicial authority or any person to take charge of its assets or involuntary sale of said loans or advances shall also constitute a material default by the Partnership hereunder.

5.17 Except as provided above, this Agreement may be terminated in whole or in part only as follows: By the City with consent of HABITAT in which case the City and HABITAT shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, and the loan amount to be repaid.

5.18 Concerning Lobbying. To the best of its knowledge and belief, HABITAT contends that **NO** federally appropriated funds have been paid or will be paid by or on behalf of it, to any person for any agency, or Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

5.18(A) HABITAT agrees that if any funds other than federally appropriated funds, including City funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

5.18(B) HABITAT agrees that the language of this section and of Attachment "2", paragraph "n" of this Contract be included in the award documents for all contracts funded to all tiers, and that all tiers shall certify and disclose accordingly.

5.19 Drug Free Workplace. HABITAT agrees to comply with the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, subtitle D), and agrees to file with the City the attached "Certification Regarding Drug-Free Workplace Requirements, Alternate I", attached herewith as Attachment "3".

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2022.

I **HEREBY CERTIFY** that the foregoing contract or order is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit thereof sufficient to pay therefor. Account No. 8880-1498

Laurie Tietjen,
Finance Director

ATTEST:


CITY OF ST. JOSEPH, MISSOURI

Paula Heyde, City Clerk

By: Bryan Carter, City Manager

ATTEST:

St Joseph Habitat for Humanity



By: Shay Homeyer, Executive Director
St Joseph Habitat for Humanity

APPROVED AS TO FORM:

City Attorney

MISSOURI ACKNOWLEDGMENT: NON-PROFIT CORPORATION

STATE OF MISSOURI)
)
) ss.:
COUNTY OF BUCHANAN)

On this 4th day of November, 2022 before me, appeared Shay Homeyer, to me personally known, who being by me duly sworn, did say that she is the Executive Director of HABITAT, a Missouri Non-Profit Corporation, and that she has been duly authorized by the Board of Directors to sign said instrument on behalf of HABITAT as evidenced in the attached corporate resolution by authority of the Board of Directors, and said Shay Homeyer acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in St. Joseph, Missouri, the day and year last above written.

Christina Depriest
NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE

My Commission Expires _____

CHRISTINA DEPRIEST NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES MAY 15, 2024 BUCHANAN COUNTY COMMISSION #18395916

ATTACHMENTS AND EXHIBIT LISTING

- ATTACHMENT "1"* - HOME Investment Partnerships Program, Final Rule, July 24, 2013
- ATTACHMENT "2" - Certification Regarding Lobbying
- ATTACHMENT "3" - Certification Regarding Drug-Free Workplace Requirements

* Starred items have not been included due to length. Copies are available in the Community Development Department.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATE I. (GRANTEES OTHER THAN INDIVIDUALS)**

- A. Sub-recipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - (e) Notifying the City in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good-faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. Sub-recipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are work places on file that are not identified.


Authorized Signature, Title

CERTIFICATION REGARDING LOBBYING

The undersigned, to the best of its knowledge and belief, contends that NO federal appropriated funds have been paid or will be paid by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- a) The undersigned agrees that if any funds other than Federal appropriated funds, including City funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and
- b) The undersigned agrees that the language of this certification shall be included in the award document for all contracts funded in-whole or in-part with Federal funds to all tiers, and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Executive Director

Authorized Signature, Title

Date