

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
INNVISION SHELTER NETWORK**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and INNVISION SHELTER NETWORK, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the Shelter Operations, on June 18, 2013; and

WHEREAS, the parties amended the Agreement, to increase the funding to allow InnVision Shelter Network to serve an additional four hundred fifteen unduplicated households with shelter services, on September 10, 2013; and

WHEREAS, the parties amended the Agreement to add the Cost of Living Adjustment (COLA), on March 11, 2014; and

WHEREAS, the parties now wish to further amend the Agreement to add the Community Development Block Grant (CDBG), Emergency Solution Grant (ESG), and the Rapid Re-Housing Grant (RRH) Funding for FY 2014.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

The following Exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

1. **Exhibit A2** – Program/Project Description and Specific Requirements for CDBG, ESG, and RRH for FY 2014-15.
2. **Exhibit B2** – Disbursements and Rates for CDBG, ESG, and RRH for FY 2014-15.
3. **Section 3 – Payments – of the Agreement is amended to read as follows:**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", "A1" and "A2" County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B", Revised Exhibit "B1" and Exhibit B2. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One Million Three Hundred Ninety Four Thousand Four Hundred Seventy One Dollars, (\$1,394,471).



4. All other terms and conditions of the Agreement dated June 18, 2013 and as amended on September 10, 2013, and March 11, 2014, between the County and Contractor shall remain in full force and effect.

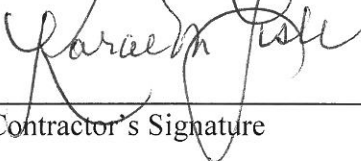
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Iliana Rodriguez, Director, Human Services Agency

Date: _____

INNVISION SHELTER NETWORK



Contractor's Signature

Date: 10/1/2014

Exhibit A2
Program/Project Description and Specific Requirements
InnVision Shelter Network – Shelter Operation
For CDBG, ESG and RRH FY 2014-15

A) Description of Program Services to be Performed by the Contractor for CDBG and ESG:

Contractor is receiving Community Development Block Grant (CDBG) and Emergency Solution Grant (ESG), funding for five facilities based shelter programs which provide short-term (1-60 days) and mid-term (2 to 6 months) transitional housing for homeless families and single adults from San Mateo County. Together these programs provided 376 shelter beds each night, which, during the FY 2013-2014 the programs combined served 2,200 adults and children and provided more than 126,400 beds per night for shelter.

The ESG funds will be used to rapidly re-house shelter-based homeless individuals and families, and to provide ongoing case management to ensure that participating clients remain permanently housed. Services will include outreach, individualized case management, housing search and placement, housing stabilization assistance, and direct financial assistance including security deposits and up to six months of rental subsidies to shelter-based homeless individuals and families.

B) Description of Program Services to be Performed by the Contractor for the Rapid Re-Housing Fund:

The Rapid Re-housing Collaborative Project is a multi-agency collaborative which draws on each agency's experience and expertise to provide a comprehensive rapid Re-Housing program to homeless individuals and families in San Mateo County. The purpose of the project is to rapidly re-house shelter-based homeless individuals and families, and to provide ongoing case management to ensure that clients remain permanently housed. Services will include outreach, individualized case management, housing search and placement, housing stabilization assistance, and direct financial assistance including security deposits and up to six months of rental subsidies to shelter-based homeless individuals and families.

Contractor is the primary provider of services for homeless families and individuals in San Mateo County. With facilities located throughout the county safe shelter and comprehensive support services are provided for thousands of homeless children and adults each year, 95% of which are San Mateo County residents. Contractor will serve 1,800 individuals this fiscal year. It is anticipated that 400 households will be serviced for FY 2014/15, and 80% of those completing emergency program move to a transitional program or permanent housing, and 80% of households completing transitional housing move to permanent housing.

County Requirements

1. **County Reimbursement Payment Overview:** CDBG funds may not be used as advances to Contractor, only for reimbursement for services rendered. CDBG funds may be used to reimburse for costs incurred for the following: the cost of labor, supplies, and materials to deliver the above-referenced service(s), and a share of

costs incurred in operations and maintenance of a portion of the facility in which the service(s) is/are delivered and/or provided ("Reimbursable Expenses"). Reimbursable Expenses include the lease of a facility, equipment, and other property needed to provide the public service. Reimbursement of Contractor may be made based on a unit cost of service delivery (prorated CDBG cost of providing service per client) provided Contractor can provide supporting documentation described in Exhibit B, B1 and B2.

2. Income Payments. CDBG funds may not be used to make income payments directly to individuals for any purpose, including for such items as food, clothing, rent, and utilities ("Essential Household Expenses"). County shall not reimburse Contractor under this Agreement for any such income payments, including but not limited to Contractor's purchase of gift cards provided to individuals. However, income payments made by Contractor directly to providers of Essential Household Expenses on behalf of an individual for a time period not to exceed three consecutive months are eligible for reimbursement using CDBG funds, provided all other requirements are met. CDBG funds may not be used to fund or reimburse Contractor for administrative expenses or other costs not associated with the CDBG-funded service delivery. Costs must be allowable, reasonable, and allocable, subject to OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments."

Unless otherwise noted, payment to Contractor shall be made quarterly in accordance with the cost allocation budget below, which is an estimated reimbursement schedule of amounts for County funding under this Agreement. All invoices must be supported by adequate documentation acceptable to DOH. (See Exhibit B for more information.) Both County and Contractor understand that the cost allocation portion for County reimbursement is an estimate, and may deviate from what has been stated below. Any line item request for reimbursement that varies more than 10% from the original estimated CDBG-budgeted line item (see contract budget posted at City Data Services Data Base) must be approved in writing by DOH Director as a condition of reimbursement.

Unless agreed to otherwise by the parties to this Agreement and set forth herein, one hundred percent (100%) of clients served with funding under this Agreement must be low-income as defined by U.S. Department of Housing & Urban Development for San Mateo County. The current low-income standards for San Mateo County can be found at www.smchousing.org. Family income will be documented by a statement of income signed by the client or verified by pay stubs, income tax returns, report of benefits, pensions or other suitable verification of income.

3. Required Quarterly Reporting: Contractor shall submit to DOH a Quarterly Performance Report as soon as practicable after the end of each quarter, but no later than 30 days after the quarter's end. As DOH is moved to a web-based on-line system for reporting and billing, Contractor should enter necessary data into the on-line system (City Data Services/CDS). Contractor may be asked to provide hard copies of reports. Should hard copy reports be required, these report forms may be accessed from the DOH website at www.smchousing.org. Required quarterly reporting will consist of two parts:



- a) Performance Summary, to be submitted on a form provided by DOH, which will summarize the number of clients served by their ethnicity and income. Data will be entered for both households and individuals into CDS electronically. Data on domicile (city) of clients will also be provided.
 - b) Narrative Report, which provides a narrative of highlights/details of both the funded activity and of the Contractor's organization. A recommended format will be provided by DOH. The narrative is required even if no activity has taken place within the quarter. Data will be entered into CDS electronically.
 - c) All invoices along with appropriate back up will be entered or uploaded into CDS. In order to expedite the payment to the Contractor all amount of the invoice should match the actual expenditure amount and with proper back-ups.
4. Required Year-End Reporting: An additional reports is required at fiscal year-end:
- Funding Sources Final Report, that shows the total of all funds expended for the program. This form may be found at www.smchousing.org.
5. Monitoring: In accordance with Paragraph 13 herein, *Retention of Records, Right to Monitor and Audit*, DOH may undertake monitoring of Contractor's records and premises for program compliance. Contractor shall be given adequate notice of any monitoring. Monitoring objectives will be to determine if Contractor is: (a) carrying out community development objectives consistent with the CDBG Program; (b) carrying out the program in a timely manner; (c) charging costs to the CDBG-funded activity that are eligible under applicable laws and CDBG regulations, and which costs should be reasonable in light of the services delivered; (d) conducting its activities with adequate control over program and financial performance, and in a way that minimizes opportunities for waste, mismanagement, fraud, and abuse; and (e) operating on a level that indicates it possesses a continuing capacity to carry out the CDBG-funded activity.
6. NEPA Exemption: CDBG funding for the program activity funded in this Agreement is exempt from Environmental Review (ER) in accordance with the National Environmental Protection Act under 24 CFR Part 58 sec.58.34 (4). Should DOH determine that the activity is not exempt under the aforementioned regulation, DOH will notify Contractor that an ER will be prepared and that any non-staff costs to prepare the ER will be deducted from the proceeds of the funding provided in this Agreement. In no case will funds be disbursed to Contractor until an ER determination has been made and/or an ER completed to the satisfaction of the DOH, as the case may be.
7. Contract Number: All correspondence, invoices, payments, and reports must include the County contract number.



Exhibit B2
Disbursements and Rates
InnVision Shelter Network – Shelter Operation
For CDBG, ESG and Rapid Re-Housing FY 2014-15

Amount and Method of Payment

In consideration of services provided by Contractor in Exhibit "A2", and subject to all other applicable terms and conditions of this Agreement, County will disburse Community Development Block Grant (CDBG), Emergency Solution Grant (ESG) and Rapid Re-Housing (RRH) funding to Contractor based on the following terms:

Public Services

Department of Housing (DOH) is using an on-line web-based billing and reporting system, City Data Services (CDS), and Contractor should enter billing data into the web-based system. Upon receipt, review and approval of invoice, following the end of any calendar quarter, County will reimburse Contractor for actual costs incurred for services rendered during the term of the Agreement through the end of the quarter just completed, provided Contractor provides DOH with documentation that is appropriate to the request for reimbursement and consistent with the cost allocation budget described in Exhibit A2. (For example, if reimbursement is for staffing costs, then appropriate documentation would be time sheets indicating hours incurred for CDBG-supported service delivery in appropriate time periods, documentation that the staff costs are reimbursable from funds provided in this Agreement, and that staff costs be in line with the budget submitted.)

DOH, may, in its sole discretion, determine that the invoice documentation submitted by Contractor is too voluminous, and notify Contractor that a summary of documentation plus scanned/mailed support materials is sufficient for County review and approval. In all cases, Contractor shall make any invoice documentation records available for DOH review upon request.

The annual contracted amount is summarized as below chart:

	FY 13-14	FY 14-15	FY 15-16	New Total
Existing GF	\$332,473.00	\$334,637.00	\$334,637.00	\$1,001,747.00
GF Reduction	\$ -134,755.00	\$ -141,737.00		
Remaining GF	\$197,718.00	\$192,900.00		
CDBG, ESG, RRH	\$315,426.00	\$353,790.00		
Contract Total	\$513,144.00	\$546,690.00	\$334,637.00	1,394,471.00

In no event will County reimburse Contractor for any payments exceeding the total of \$353,790 from which \$170,100 is funded through CDBG, \$108,525 is ESG, and \$75,165 is for Rapid Re-Housing.

Contractor shall submit their invoices as below:

- For General Fund: Quarterly invoices in the amount of \$48,225 (not to exceed total obligation of \$192,900 for the FY14-15).
- For CDBG, ESG, and RRH: Quarterly amount for each category posted into City Data Services (CDS) due along with all supporting documents.

All requests for reimbursement must be signed by an authorized representative of Contractor. Contractor shall certify in writing that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are on behalf of and exclusively for the activity or services described in Exhibit A2. The County reserves the right to verify such completion prior to payment to Contractor. In no event the total obligation of this Agreement will exceed

In the event of a questionable payment request, the County will state in writing the specific nature of its objections to Contractor's work. The County will also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party. The County shall not be obligated to make a reimburse Contractor for the service(s) in question.

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Exhibit D1
Additional Program Requirements

1. RECORDS AND REPORTS §570.503 (b)(2)

Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after completion of all services rendered under this Agreement.

2. PROGRAM INCOME §570.503 (b)(3) – CDBG Program

If specifically authorized in this agreement, Contractor may keep CDBG program income. In all cases CDBG program income must be used for CDBG eligible activities. Program income is defined at 24 CFR 570.500 as gross income that is directly generated from the use of CDBG funds. Program income includes, but is not limited to: proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; proceeds from the disposition of equipment purchased with CDBG funds; gross income from the use or rental of real or personal property acquired with CDBG funds, less costs incidental to generation of the income; and gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of income. For activities funded with CDBG funds, Contractor shall comply with CDBG program income requirements at 24 CFR 570.503 and 504. Unless specifically designated otherwise by the County herein, any program income on hand when the agreement expires, or received after the agreement's expiration, will be transferred to the County.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS §570.503 (b)(4)

A. Contractor, if a governmental entity or public agency, shall comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", and applicable sections of 24 CFR §85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as set forth in 24 CFR §570.502 (a).

B. Contractor, if a non-profit organization, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", and applicable Attachments to OMB Circular No. A-110, as set forth in 24 CFR §570.502 (b).

4. OTHER PROGRAM REQUIREMENTS §570.503 (b)(5)

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in **24 CFR §570.600-612**:

A. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin. **§570.601 (a)(1)**

B. Public Law 90-284, Fair Housing Act (42 U.S.C. §§3601- 20), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.) **§570.601 (a)(2)**

C. Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services, programs or benefits supported by Federal funds. **§570.602**

D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified handicapped persons in the provision of programs, facilities and employment supported by Federal funds. **§570.602**

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units



must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2 percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

In the case of non-housing facilities involving new construction, the facilities shall be designed and constructed to be readily accessible to and usable by persons with disabilities. For facilities involving alterations, to the extent possible, the alterations should ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipient program or activity. (However, State law will prevail if State accessibility requirements are stricter than federal 504 requirements.) Recipients are still required to take other actions that would ensure that persons with disabilities receive the benefits and services of the program.

G. Environmental Standards – NA. **§570.604**

H. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program. **§570.605**

I. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds. **§570.606**

J. Executive Order 11246, as amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts. **§570.607 (a)**

J. Housing and Urban Development Act of 1968, Section 3 (24 CFR 135.38), which requires that, in the planning and carrying out of any project assisted



under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low- and moderate-income persons residing within the MSA in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the MSA as the project. For all construction and rehab projects receiving \$100,000 or more of CDBG or HOME financial assistance, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in the MSA. Section 3 Residents are defined as: 1) residents of public housing; or 2) low and very-low income persons living in the MSA. Section 3 Businesses are defined as businesses: 1) that are at least 51% owned by Section 3 Residents; 2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or 3) that provide evidence of a commitment to subcontract to Section 3 business concerns in excess of 25% of the dollar award of all subcontracts awarded. Contractors must maintain appropriate documentation of their efforts to comply with Section 3 requirements.

§570.607 (b)

K. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance. **§570.608**

L. Housing & Community Developments Act of 1974, 24 CFR Part 5, which provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Contractors and sub-recipients, as well as subcontractors of Contractor or sub-recipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Non-procurement Programs." Inclusion in the aforementioned List during the term of this agreement would constitute grounds for contract termination as described in Sections 1 and 2 herein this Exhibit. The aforementioned List can be found on the Web at www.sam.gov. **§570.609**

M. Uniform Administrative Requirements and Cost Principles – See Item 4 above. **§570.610**

N. Conflict of Interest - No members, officers, or employees or agents of County, no member of the County's Board of Supervisors, and no other public official who exercises any function or responsibility with respect to this Program during his/her tenure, or for one year thereafter, shall have any financial interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.



During his/her tenure, and for one year thereafter, no member, officer, board member or employee or agent of Contractor who exercises any function or responsibility with respect to Contractor's performance hereunder, shall have any personal financial interest, direct or indirect, in any real property or improvements receiving a direct benefit from the Program. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

Contractor shall not contract with any third party or subcontractor that will cause a violation of the preceding paragraph. Contractor shall incorporate the above provision into all contracts awarded in connection with this Agreement. **§570.611**

O. Executive Order 12371 – NA **§570.612**

5. BREACH OF AGREEMENT §570.503 (b)(6)

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of County or upon the direction of HUD.

6. AGREEMENT TERMINATION §570.503 (b)(6)

In the event Contractor is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, County may terminate this Agreement in whole or in part in the same manner as for breach hereof.

7. REVERSION OF ASSETS §570.503 (b)(7) – CDBG Program

The sub-recipient/contractor shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub-recipient in the form of a loan) in excess of \$25,000 is either:

- A) Used to meet one of the national objectives in §570.208 until five years after expiration of the agreement, or longer for such longer period of time as determined to be appropriate by the recipient; or
- B) Not used in accordance with 7A above, in which event the sub-recipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The



payment is program income to the recipient. (No payment is required after the period of time specified in 7A above.)

8. Emergency Solutions Grant (ESG)

The sub-recipient/contractor must have policies and procedures to ensure the requirements of the ESG funding are met. These procedures must ensure that EG funds are used in accordance with program requirements, including definitions of homelessness. The minimum eligibility criteria for ESG beneficiaries are as follows: For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the "homeless" definition under § 576.2. For emergency shelter, beneficiaries must meet the "homeless" definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be "homeless" and staying in an emergency shelter (which could include a day shelter). For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103par. For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104. Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

9. The CFDA # for the entitlement programs to which this applies are as follows:

- 1) Community Development Block Grant (CDBG): 14.218)
- 2) Emergency Shelter Grant (ESG): 14.231

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