

GENERAL AGREEMENT NON PROFIT ORGANIZATION

PART I

THIS AGREEMENT is made and entered into this 1st day of January, 2013 by and between the CUYAHOGA COUNTY, OHIO, (the "County"), on behalf of the Department of Development and the Community Housing Solutions, a corporation not-for-profit, with principal office located at 12114 Larchmere Boulevard, Ohio 44120, (the "Providers").

WITNESSETH:

WHEREAS, the County have entered into various Agreements with the United States of America providing for financial assistance to said County under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, pursuant to such Agreements, said County is undertaking by and through its Department of Development certain activities; and

WHEREAS, such activities to be performed include Foreclosure Prevention Counseling for Cuyahoga Urban County Homeowners; and

WHEREAS, the County desires to engage Community Housing Solutions to render certain services and assistance in connection with said services;

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, the County and the Provider agree as follows:

ITEM I - SCOPE OF SERVICES:

For detailed description of Scope of Services, refer to Schedule A, attached.

ITEM II - TIME OF PERFORMANCE:

- A. The services of the Provider are to commence January 1, 2013 and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required herein shall be completed by December 31, 2013.
- B. Amendment to the time of performance shall be subject to the provisions of Part II, Section 14, Paragraph C, hereof.

ITEM III - COMPENSATION AND METHOD OF PAYMENT:

- A. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of \$61,100 for all of the services required. It is further expressly understood and agreed that in no event will the Agreement exceed any budget line item of the latest approved budget by greater than ten percent (10%) prior to receiving, in writing, a budget revision from the County authorizing the excess. In no case shall any approved budget line item excess cause the total agreed compensation and reimbursement to be exceeded.
- B. The total compensation referred to in paragraph (A) above shall be paid on a month-to-month basis reimbursing the Provider for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Budget. The Provider shall submit an invoice itemizing both actual time expended and costs incurred in performance of said Scope of Services and in accordance with the Scope of Services and the Budget.

ITEM IV - EQUAL EMPLOYMENT OPPORTUNITY:

The Provider agrees to comply with:

- A. Title VI of the Civil Rights Act of 1964, (P.L. 88-352) and the HUD regulations under 24 CFR. Part 1, which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, familial status and handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Provider, this assurance shall obligate the Provider, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to Housing and Community Development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
- C. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the States shall, on the grounds of race, color, religion, national origin, sex, familial status, and handicap be excluded from participating in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to any otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

- D. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.
- E. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government Providers and recipients and under federally assisted construction Providers.
- F. The National Affordable Housing Act of 1990 (P.L. 101-625) adds religion as a basis on which Providers may not discriminate in the programs and activities funded under CDBG.
- G. The Fair Housing Act (P.L. 90-284) requires that all programs and activities related to housing and community development are administered in a manner to affirmatively further the policies of the Act.

ITEM V - CONDITIONS & ATTACHMENTS

It is expressly understood and agreed that Schedule A, "Scope of Services", Attachment 1, "Budgetary Details", Part II, "Terms and Conditions", and Part III, "Accounting and Financial Management Procedures", attached hereto are made a part hereof as if fully rewritten herein.

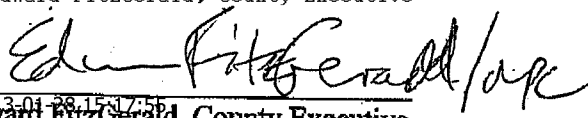
By entering into this (agreement/contract/amendment to agreement or contract) or (by submitting a bid) or (by submitting a proposal) I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio revised code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.

COMMUNITY HOUSING SOLUTIONS

BY:  **ANDRIS NIK KOROV'S**
Executive Director

CUYAHOGA COUNTY, OHIO
Edward FitzGerald, County Executive

BY:  **Edward FitzGerald, County Executive**
2013-01-28 15:17:51

Schedule A
Project Activity Description
Non Profit Provider
Scope of Services

Agency Name: Community Housing Solutions

Program Funding: \$61,100

Year Award 1 Year - FY 2012

Areas Served: Cuyahoga Urban County

National Objective: Low and Moderate Income Limited Clientele - 24 CFR 570.208(a)

The use of CDBG funds must be targeted to a specific service area that meets one of two National objectives as designated by the Department of Housing and Urban Development (HUD). These National Objectives are:

1. Providing primary benefit to low and moderate income persons;
2. Aiding in the elimination of slums and blighting conditions.

The criteria used to determine which National Objective is being served is based on information provided by the County Planning Commission's (CPC) 1992, Countywide Slum & Blight Study as updated, and from the 1990 Census Data (low/mod determination).

Eligible Activity: Public Services – 24 CFR 570.206 (c) (c)

CDBG Code	1	2	3
Income Limits	30%	50%	80%
Household Size	Annual	Annual	Annual
1	\$13,400	\$22,300	\$35,700
2	\$15,300	\$25,500	\$40,800
3	\$17,200	\$28,700	\$45,900
4	\$19,100	\$31,850	\$50,950
5	\$20,650	\$34,400	\$55,050
6	\$22,200	\$36,950	\$59,150
7	\$23,700	\$39,500	\$63,200
8	\$25,250	\$42,050	\$67,300

effective per HUD
Notice issued 12-1-
2012

Project Description:

The Provider will conduct the following activities during the term of the Agreement. Agencies must carry out their work within Cuyahoga County's foreclosure prevention system, using "211" as a main referral source. All agencies must have the ability to carry out the following mandatory components of the program:

1. Initial appointments must be available within two weeks, at times when clients are free from other responsibilities, at locations accessible by public transportation and accessible to disabled persons.
2. While orientation meetings may be in a group setting, counseling must include private confidential appointments between each homeowner family unit and a trained counselor. Homeowner must be able to reach their counselor by telephone and email during business hours, without undue delay.
3. Counseling agencies must have counselors trained and equipped to analyze mortgage refinancing proposals and advise homeowners whether or not a proposed refinancing is suitable for their situation.
4. Counseling agencies must have counselors trained and equipped to help homeowners decide if they are or may have been victims of predatory lending, and refer them for legal assistance if needed.
5. Counseling agencies must have counselors trained and equipped to help homeowners negotiate feasible mortgage workout plans with their lender or servicer at terms that are fair and suitable.
6. Counseling agencies must have counselors trained and equipped to help homeowners decide if they must sell their home due to a permanent loss of income, and help them make arrangements to sell the home and move to other affordable housing, with referral to other community resources.
7. Counseling agencies must collect all required documentation as instructed by the County based on federal regulations issued by U. S. Department of HUD and HHS, from every homeowner eligible to receive Community Development Block Grant (CDBG) and/or Temporary Assistance for Needy Families (TANF) funded assistance. However, no homeowner shall be denied counseling services solely because they cannot document their CDBG or TANF eligibility after reasonable efforts.
8. Counseling agencies must enter all required information on every homeowner served into the Counselor Max online data collection system. Required information may change over time as new data collection protocols are added. Counselors must be able and willing to learn new procedures for data collection and reporting as directed by Cuyahoga County during the funding and program year. Agencies must put in place a method for tracking progress over time, for at least 1 year.
9. Both counseling and legal service agencies must keep their staff informed on available sources of mortgage refinancing and must assist their clients to apply for suitable mortgage refinancing programs.
10. Legal service agencies may have different intake systems from counseling agencies but must collect required documentation for CDBG and/or TANF funding if they are awarded such funds.

11. Legal service agencies must provide client and case information to the County as directed by the County to the extent it does not violate the attorney client privilege.
12. Legal service agencies must have attorneys and support staff trained and equipped to represent homeowners who are victims of predatory lending in negotiating fair settlements with their lenders.
13. Reimbursement will be made at the rate of \$35.70 per hour of actual counselor time on-site at the Common Pleas Court, plus \$8 per day of each counselor's actual attendance at the Common Pleas Court for parking reimbursement.

Staff Persons Responsible for Implementing Activity

Executive Director
Associate Director
Controller
Housing Counselors

Program Location and Operations:

**Community Housing Solutions
12114 Larchmere Boulevard
Cleveland, Ohio 44120**

Agency Licensing Requirements:

The Provider has and will maintain all documents required for operation of this program per Local, State and Federal regulations.

These documents include, but are not limited to:

- Articles of Incorporation
- IRS Tax Exempt Status

Reporting Requirements:

The Provider will submit to the Department of Development, on the first (1st) day, no later than the tenth (10th) day following the close of the reporting period the following documentation:

The reporting period is defined as the previous month. Reimbursement for expenses incurred during the reporting period will not be processed unless the monthly performance and financial report as described herein are properly submitted.

1. A monthly program performance report including the total number of clients served and/or total units of service delivered for each service category, and the cumulative year-to-date total number of clients served and/or total units of service delivered for each service category; and the number of unduplicated clients, and the cumulative year-to-date total unduplicated clients served in each service category. Clients may be identified as either households or persons.
2. A listing of each client served including their name, address and community of residence.
3. Demographic information for each client served including race, gender, female-head-of-household, and disability status.

4. Income information for each client served, as either low or moderate income, as defined by HUD for household size.
5. A description of the services provided and corrective actions taken for each client.
6. A narrative report describing any special servicing problems that may modify the pattern of service delivery, including changes in staffing, funding or use of facilities. This report will also describe any special projects or achievements, in addition to describing the general program operations.
7. The status of MBE/FBE contracting activity.

In addition to the aforementioned performance report, a financial report is to be submitted by the Provider to this Department by the first (1st), no later than the tenth (10th) day after the close of the reporting period. The financial report will include: a) a request for payment and/or status of fund's report including a budgetary summary and detailed report; b) an invoice; c) HUD 9902 worksheet with demographic information; d) client list including demographic information; e) copies of documentation that invoice was paid; f) any other supporting documentation requested by the department.

The Provider shall provide the County with a copy of its audit report within 30 days after the completion of the audit.

Should the Provider fail to meet these reporting requirements on an adequate and timely basis, the Department will withhold payments until the necessary information is made available. Continued failure to submit adequate and timely reports will result in the termination of this Agreement.

In the event the actual service delivery falls below the levels specified in this Agreement, action will be taken by the Department of Development to assist the Provider in reaching its service goals. If the performance remains below specified levels for a period of three months, the Department of Development will withhold payments from the agency. Continued failure to meet specified service levels will result in termination of this Agreement.

Amendments to Agreement:

Changes in Schedule A, Scope of Services and Attachment 1 -- Budgetary Details, shall be agreed to by the Department of Development in writing prior to the implementation of any changes. If an amendment to the Agreement is required, the Provider may not proceed with the changes until the amendment is executed by Cuyahoga County.

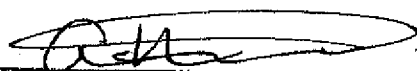
ATTACHMENT 1
BUDGETARY DETAILS

AGENCY: Community Housing Solutions

PROGRAM: Foreclosure Prevention Counseling for Cuyahoga Urban County Homeowners

Budget for 12 Months.

COST CENTER		BUDGETED AMOUNT
1	Personnel	
2	Fringe Benefits	
3	Travel	
4	Equipment	
5	General Overhead	
6	Contractual	
7	Other	\$61,100.00
	Total	\$61,100.00


Signature of Agency Representative

11/30/12
Date

Angela Henderson
Prepared By

11/30/12
Date


Reviewed By

11/30/2012
Date

S. Jackson
Approved By

11/30/2012
Date

PROJECT EXPENDITURES BUDGETARY DETAILS

AGENCY: Community Housing Solutions

PROGRAM: Foreclosure Prevention Counseling for Cuyahoga Urban County Homeowners

(1) **PERSONNEL**

Title	Salary	Hours Worked Per Week	% Charged to CDBG	Budgeted Amount

TOTAL PERSONNEL **\$0.00**

Monthly budget reports are to include: hourly rates, actual hours worked percentage of hours actually charged to CDBG and dollar amounts charged to CDBG. All personnel are required to maintain time sheets which are to be approved by an appropriate supervisor.

(2) **FRINGE BENEFITS**

The following guidelines apply to charging "Fringe Benefits" to CDBG:

1. FICA may only be applied to the extent that the total salary does not exceed the pro-rated FICA limit.
2. Workers' Compensation may be charged monthly, provided that there is a periodic adjustment (every 6 months) to reflect the actual billing.
3. Unemployment Tax may be charged monthly, provided that there is a periodic adjustment (every 3 months) to reflect the actual billing. The actual amount charged will be the Unemployment Tax rate x the actual CDBG charged salaries for the related period.

Type of Benefit	Rate or Dollar Amount	Budgeted Amount
TOTAL FRINGE BENEFITS		\$0.00

(3) **TRAVEL (c)**

Description	Budgeted Amount
	\$0.00

(c) Mileage logs are to be maintained and should include: Name, date, destination of trip, actual odometer readings and a supervisor's approval.

(4) **EQUIPMENT (d)**

Type of Equipment	Budgeted Amount
	\$0.00

(d) Federal grant guidelines state that all non-expendable property acquired with CDBG funds shall revert to the Department of Development upon termination of the funded program. Invoice should be submitted to the Department of Development when equipment is purchased.

(5) **GENERAL OVERHEAD (e)**

Type of General Overhead	Rate or Dollar Amount	Budgeted Amount
		\$0.00

(e) Any costs which may be classified as indirect (i.e., costs which benefit more than one program cost objective) must be reported in total, using an approved cost allocation method.

If any of the above costs require an agreement, monthly receipts are required, and a copy of the agreement must be on file in our office.

(6) **CONTRACTUAL (f)**

Description	Budgeted Amount
	\$0.00

(f) Persons listed under Contractual are responsible for their own tax liabilities.

A copy of all Contractual agreements is to be submitted to the Department of Development for approval prior to any Contractual work.

(7) **OTHER**

Category	Budgeted Amount
Foreclosure Prevention Counseling for Cuyahoga Urban County homeowners. Will service up to 188 households at a cost not to exceed \$325.00 per client.	\$61,100.00

TOTAL PROGRAM BUDGET

\$ 61,100.00

PART II

TERMS AND CONDITIONS

SECTION 1 - UNIFORM ADMINISTRATIVE REQUIREMENTS

During the performance of this Agreement, the Provider hereby agrees it will comply with the uniform administrative requirements stipulated in Office of Management and Budget (OBM) Circulars A-110, A-122 and A-133, and in Federal Regulations 570.502 and 570.610. The Provider shall upon request be provided with copies of these circulars from the Department of Development. A staff member shall be available during regular office hours to review these circulars with Providers.

Circular A-110 promulgates standards for obtaining consistency and uniformity among Federal agencies and other quasi-public and private non-profit organizations in the administration of grants. Circular A-122 provides uniform rules for determining costs applicable to grants, Agreements and other agreements with non-profit organizations other than institutions of higher education and hospitals. Circular A-133 discusses audits of institutions of higher education and other non-profit Institutions.

SECTION 2 - ALLOWABLE COSTS

The total cost of the Agreement is comprised of the allowable direct cost incident to its performance, plus its allocable portion of allowable indirect costs.

Direct costs are those that can be identified specifically with a particular cost objective. Typical direct costs chargeable to this Agreement.

- A. Compensation of employees for the time and effort devoted specifically to the execution of the Agreement.
- B. Cost of materials acquired, consumed, or expended specifically for the purpose of the Agreement.
- C. Equipment and other approved capital expenditures.
- D. Other items of expense incurred specifically to carry out the Agreement.
- E. Services provided specifically for the Agreement by other Providers.

Indirect costs are those (a) incurred for a common or joint purpose benefiting more than one cost objective (b) not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

The cost of service provided by Providers may only include allowable direct costs of the service plus a prorate share of allowable supporting costs and supervision directly required in performing the service, but no supervision of a general nature, i.e., not directly involved in operations. However, supervision by the head of an agency whose sole function is providing the service furnished would be an eligible cost.

In lieu of determining actual indirect costs related to a particular service furnished by a Provider, agency, the following alternative method may be used.

SECTION 2 - ALLOWABLE COSTS (continued)

A predetermined fixed rate for computing indirect costs applicable to an Agreement may be negotiated annually in situations where the cost experience and other pertinent facts available are deemed sufficient to enable the contracting parties to reach an informed judgment (1) as the probable level of indirect costs of the contractor during the period to be covered by the negotiated rate, and (2) that the amount allowable under the predetermined rate would not exceed actual indirect cost. The rate should be reviewed at the close of each contract and adjustments to actual indirect costs should be made in the final reimbursement request.

A plan for allocation of costs will be required to support the distribution of any joint costs related to the Agreement. All costs included in the plan will be supported by formal accounting records which will substantiate the propriety of eventual changes. The allocation plan should cover all joint costs of the agency.

SECTION 3 - RECORDS RETENTION AND ACCESS TO RECORDS

- A. Payroll and Distribution of Time- Payroll expenditures must be supported by a detailed account of all employees who work on Community Development Block Grant projects. To provide adequate accounting for payroll expenditures, all employees paid in whole or in part from Community Development Block Grant funds must prepare a time sheet indicating the hours worked on Community Development Block Grant projects for each pay period. Based on these time sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared. Fringe benefit costs will also be prorated in accordance with the payroll distribution breakdown. All payroll costs must be properly documented in order to be eligible for Community Development Block Grant reimbursement.
- B. The Provider shall document the marketing of services to the Community. Newspaper stories, posters, mailings, speaking engagements or other techniques employed shall be recorded by the Provider for review by the County. Any publications published as a result of this Agreement shall state that funding was made available through the Community Development Block Grant Program.
- C. Procurement records and files for purchases shall include the following at a minimum: basis for contractor selection; justification for lack of competition when competitive bids or offers are not obtained; and basis for award.
- D. The County, HUD, the General Accounting Office (GAO), or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a Provider's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.
- E. Financial records, supporting documents, personnel records, statistical records, and all other records pertinent to the Agreement shall be retained for a period of four years from the date of submission of the Agreement. The County's annual performance report in which the specific activity is reported on for the final time. The only exceptions are the following:
 - 1. If any litigation, claim, or audit is started before the expiration of the 4 year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action is taken.

SECTION 3 - RECORDS RETENTION AND ACCESS TO RECORDS (continued)

2. Records for real property and equipment acquired with Federal funds shall be retained for 4 years after final disposition.
 3. When records are transferred to or maintained by the U.S. Department of Housing and Urban Development, the 4 year retention requirement is not applicable to the Provider.
- F. The Provider shall provide citizens with reasonable access to records regarding the use of CDBG funds, consistent with federal, state and local laws regarding privacy and obligations of confidentiality.
- G. Client Data The Provider shall maintain client data demonstrating client eligibility for services provided, if applicable. Such data shall include but not be limited to: client name, address, community of residence, income level or other basis for determining eligibility, demographic information, description of services provided and actions taken. The number of total clients served and/or total units as well as the number of unduplicated client's service must also be maintained. Demographic information, such as race, gender, female-head-of-household and disability status should also be maintained.

SECTION 4 - REPORTS

At such times and in such forms as the Department of Housing and Urban Development ("HUD") or the County may require, there shall be furnished to HUD or to the County statements, records, data and information, as HUD or the County may request pertaining to matters covered by this Agreement.

SECTION 5- AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the County, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the County, HUD and/or representatives of the Comptroller General for examination all records of the Provider with respect to all matters and the Provider shall permit the County, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters.

In addition to the above-described inspections, the County may perform inspections of the program facilities and/or records at any time it deems desirable.

The Provider must comply with OMB Circular A-133 "Audits of Institutions of Higher Education and other Non-profit Institutions". Audits shall be made in accordance with statutory requirements and the provisions of OMB Circular A-110 "Uniform Requirements".

SECTION 6 - CONFLICT OF INTEREST

- A. No employee, agent, consultant, officer or elected or appointed official of the County or Provider who exercises or has exercised any functions or responsibilities with respect to the Scope of Services or any of the activities that are in any way connected with this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities or Scope of Services, may obtain a personal or financial interest or benefit from any such activity or Scope of Services, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and the Provider shall take appropriate steps to assure compliance.
- B. Personnel who are employed by the Provider shall not serve as a member of the agency's Board of Directors.

SECTION 7 - SUBCONTRACTING & ASSIGNABILITY

The Provider covenants and agrees that in no event shall any Sub-Agreements be let under this Agreement without its first having submitted a written request to the County, Department of Development requesting same and its first having received an approval in writing from said Department.

Provider shall be fully responsible to the County for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by those subcontractors, and of persons either directly or indirectly employed by those subcontractors, just as Provider is fully responsible to the County for the acts and omissions of persons directly or indirectly employed by it.

The Provider shall insert in each subcontract provision requiring timely payments of all taxes, all assessments, on any other payment or premium due any federal state, or local government entity.

The Provider agrees that, whenever it makes purchases or enters into a contract that uses County funds in whole or in part, it will make its best efforts to meet the following goal in the utilization of small business enterprise (SBE) in the total contract award for this project: 35%. Evidence of the bidder's good faith effort must be submitted with the bid if the goal of 35% is not met. Compliance with the SBE goal is encouraged pursuant to the County's Resolution Number 000981 dated February 29, 2000. The intent of the SBE Program is to ensure that SBE's have an equal opportunity to participate in procurement and other contracting opportunities within the County.

The County Office of Procurement and Diversity must certify SBE's in order to be eligible for meeting the SBE participation goal. Contact (216) 443-7184 for application for certification or to obtain a list of certified SBE's. Generally, a SBE must have been in operation for one year and demonstrate that it has a physical presence within Cuyahoga County. Its gross revenues and workforce are in accordance with the amounts set forth below:

Construction – Less than \$25 million and less than 70 employees

Architectural/Engineering – Less than \$7.5 million and less than 25 employees

Commodity Providers – Less than \$1.5 million and less than 15 employees

Professional Services – Less than \$2.5 million and less than 20 employees

The Department may take whatever action it finds necessary if the Provider does not make the best efforts to achieve these goals.

The Provider shall not assign any interest in this Agreement and shall not transfer any interest in the same without written consent of the County.

SECTION 8 - EMPLOYMENT DISCRIMINATION PROHIBITED

During the performance of this Agreement, the Provider agrees as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. The Provider shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. as used herein, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The Provider agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Provider setting forth the provisions of this nondiscrimination clause.
- B. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that the Provider is an Equal Opportunity Employer.

SECTION 9 - HISTORIC PRESERVATION AND ENVIRONMENTAL REVIEW

The Provider is responsible to know that historic preservation rules may apply to federally fund exterior maintenance, repairs, and renovations. The Provider is expected to determine which structures may require historic preservation review due to age, location, and scope of work. Before allowing work to be done on any such structure, the Provider is expected to notify the County and cooperate in obtaining any documentation required for review by the Ohio Historic Preservation Office. The Provider does not assume the County's environmental responsibilities described in 570.604; and the Provider does not assume the County's responsibility to initiate the review process.

SECTION 10 - COPYRIGHTS

If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all material which can be copyrighted.

SECTION 11 - PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection for such invention or discovery shall be sought and how the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 12 - POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 13 - LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designated to support or defeat legislation pending before the Congress or any public body.

SECTION 14 - CHANGES

- A. The County may, from time to time, permit changes in the Scope of Services of the Agreement to be performed hereunder. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.
- B. The County may from time to time cause changes in the expressed maximum sum of this Agreement provided such changes in compensation are authorized by resolution of the Cuyahoga County and are pursuant to the provisions of Part I, Item III hereof. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.
- C. The County may upon its own initiative or upon that of the Provider, authorize changes in the time of performance as established in Part I, Item II hereof. As a condition precedent to the authorization of such change, the County shall have determined that the Provider has exhibited the utmost in good faith in the performance of the Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Agreement document. Any change in the time of performance shall be agreed to by the Provider and the County in writing, and said writing shall be incorporated in written amendments to this Agreement signed by the parties.

SECTION 15 - PERSONNEL

- A. The Provider represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreemental relationship with the County.
- B. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. The Provider assumes all responsibility for any and all Workers' Compensation premiums, unemployment compensation premiums, and Federal, State and local taxes due on the compensation paid to all their employees. The Provider agrees to follow all Federal, State and local regulations pertaining to any employees the Provider may use to provide services under this Agreement.

SECTION 16 - TERMINATION OF AGREEMENT CLAUSE

If the Provider fails to fulfill in a timely and proper manner any term or condition contained in this Agreement, or if Provider shall violate any of the covenants, agreements, or stipulations in this Agreement, the County shall have the right to exercise concurrently or successively any one or more of the following rights or remedies:

- A. Terminate this Agreement and the rights of the Provider hereunder;
- B. Withhold or reduce funds not yet paid to the Provider;
- C. Recover funds previously paid to the Provider;
- D. Recover any property obtained by the Provider through its expenditure of CDBG funds granted pursuant to this Agreement; or
- E. Exercise any and all additional rights the County may have in law or equity.

Termination pursuant to clause (A) above shall be effective five (5) days after the date the County has given written notice to the Provider of such termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Provider under this Agreement, at the option of the County, shall become the property of the County and Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents; provided, however, that such compensation may be reduced in the event the County determines that any money owed the County by the Provider has not been paid. No action or inaction by the County at any time of any of the terms or conditions of this Agreement shall be deemed or construed as a waiver of the same or other term or condition herein or of the timely and proper performance thereof. No waiver shall be valid against the County unless reduced to writing and signed by Cuyahoga County, Ohio.

SECTION 17 - TERMINATION FOR NECESSITY OF THE COUNTY

The County may terminate this Agreement for necessity by giving at least thirty (30) days notice in writing from the County to the Provider. If the Agreement is terminated by the County as provided herein, the Provider will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Provider covered by this Agreement, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Provider shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Agreement incurred by the Provider during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If the Agreement is terminated due to the fault of the Provider, Section 16 hereof relative to termination shall apply.

SECTION 18 - NON-EXPENDABLE PROJECT PROPERTY

All tangible property, personal or real, acquired for the purpose of carrying out this Agreement shall be owned by the County for the use of the Provider. At the expiration of the project, the County may reclaim possession of said property.

SECTION 19 - HOUSING, BUILDING AND PUBLIC HEALTH CODES

The Provider covenants and agrees that any structure used for any purpose arising under this Agreement shall comply with all applicable housing, building and public health codes and that failure to comply with this section shall subject the Provider to the sanctions available under Section 16 hereof.

SECTION 20 - SECTION 3, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968

- A. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Provider will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, of any, written notice advising the said labor organization or workers representative of this commitment under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

SECTION 21 - INDEMNIFICATION

Provider agrees to indemnify and save harmless the County against all liability, claims, demands, losses, damages and costs arising from any act or omission by, or negligence of, Provider or its Recipients or the officers, agents, or employees of either while engaged in the performance of this Agreement.

SECTION 22 - TAX INDEMNIFICATION

Provider shall pay all taxes, all assessments on property, and all payments in lieu of taxes when due. No lien or encumbrance against any assets purchased with CDBG funds granted pursuant to this Agreement shall be attached.

SECTION 23 - INDEPENDENT PROVIDER RELATIONSHIP

The parties to this agreement expressly intend that an independent Provider relationship is created. The County and the Provider agree that the conduct and control of the work to be performed will lie solely with Provider. Provider is not to be considered an agent or employee of the County for any purpose and no agency or trust or other relationship whatsoever is created by this Agreement.

SECTION 24 - DISCRIMINATION IN SERVICE DELIVERY PROHIBITED

The Provider shall not discriminate against any applicant for its services because of race, religion, color, sex, national origin, age, handicap, ancestry, or Vietnam-era or disabled veteran status. The Provider shall not limit its services or give preference to persons on the basis of race, religion, color, sex, handicap, ancestry, or Vietnam-era or disabled veteran status.

SECTION 25 - SECTARIAN/RELIGIOUS ACTIVITY PROHIBITED

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of this Agreement regarding the provision of services with CDBG funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Provider agrees:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;
- D. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and
- E. The funds received under this Agreement shall not be used to construct, rehabilitate, restore, or maintain any facility which is owned by the Provider and in which the public services are to be provided. However, minor repairs may be made if such repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for nonreligious purposes, and (3) constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

SECTION 26 - PROCUREMENT OF PROPERTY AND SERVICES

Provider hereby agrees that any disbursement of CDBG funds granted pursuant to this Provider shall be in accordance with O.M.B. Circular A-110, "Procurement Standards".

- A. The Provider agrees that, whenever it makes purchases or enters into a contract that uses County funds in whole or in part, it will make its best efforts to meet the following goal in the utilization of small business enterprise (SBE) in the total contract award for this project: 35%. Evidence of the bidder's good faith effort must be submitted with the bid if the goal of 35% is not met. Compliance with the SBE goal is encouraged pursuant to the County's Resolution Number 000981 dated February 29, 2000. The intent of the SBE Program is to ensure that SBE's have an equal opportunity to participate in procurement and other contracting opportunities within the County.

SECTION 26 - PROCUREMENT OF PROPERTY AND SERVICES (continue)

The County Office of Procurement and Diversity must certify SBE's in order to be eligible for meeting the SBE participation goal. Contact (216) 443-7184 for application for certification or to obtain a list of certified SBE's. Generally, a SBE must have been in operation for one year and demonstrate that it has a physical presence within Cuyahoga County. Its gross revenues and workforce are in accordance with the amounts set forth below:

Construction – Less than \$25 million and less than 70 employees

Architectural/Engineering – Less than \$7.5 million and less than 25 employees

Commodity Providers – Less than \$1.5 million and less than 15 employees

Professional Services – Less than \$2.5 million and less than 20 employees

- B. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Provider. Any and all bids or offers may be rejected when it is in the Provider's interest to do so.
- C. The Provider shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. The Provider shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements.
- D. The Provider shall establish written procurement procedures. These procedures shall provide for, at a minimum, that (1), (2) and (3) apply.
 - 1. Providers avoid purchasing unnecessary items.
 - 2. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
 - 3. Solicitations for goods and services provide for all of the following:
 - (i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - (ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - (iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - (iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 - (v) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

SECTION 26 - PROCUREMENT OF PROPERTY AND SERVICES (continue)

- E. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.
- F. Providers shall make available for the County pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc.
- G. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

SECTION 27 - NATIONAL OBJECTIVES

Provider hereby warrants that its projected use of CDBG funds has been developed so as to give priority to activities which will carry out one or more of the national objectives of benefiting low and moderate income families, aiding in the prevention or elimination of slums or blight, or meeting other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community and other financial resources are not available to meet such needs. In determining whether an activity carries out a national objective, the criteria set forth in 24 CFR 570.208 shall be used.

SECTION 28 - GRANT CLOSE-OUT PROCEDURES

This Agreement will be closed out when:

- A. All costs to be paid with CDBG funds have been incurred, and
- B. The work to be assisted with CDBG funds has been completed, and
- C. After responsibilities of the Provider under the grant Agreement have been carried out satisfactorily.

Within 90 days of the close-out date as determined above, the Provider shall submit all requests for reimbursement to the County, with the exception of retainer fees (if applicable).

The County will cancel any unused portion of the awarded grant amount to drawn by the Provider within 90 days of the close-out date unless the County is notified in advance by the Provider.

Any unused grant funds will be captured by the County for use in eligible CDBG program objectives.

All funds appropriated but not expended at the expiration of the Agreement shall be used by the County, at its discretion, in a manner consistent with the Housing and Urban Development act of 1968, as amended.

SECTION 29 - MONITORING

The County is responsible for monitoring the Provider's CDBG funded activities to assure compliance with applicable Federal requirements and to assure that performance goals are being achieved. Generally, one on-site monitor visit will be conducted during the period of this Agreement.

SECTION 30 - LABOR STANDARDS FOR CONSTRUCTION ACTIVITIES

The Provider agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contracts Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-278a-5; 40 USC 327 and 40 USC 276C) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Provider shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County when requesting reimbursement.

The Provider agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 2, 3, 5 and 7 governing the payment of wages and ration of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Provider of its obligation, if any, to require payment of the higher wage. The Provider shall cause or require to be inserted in full, in all such contracts subject to such regulations, provision meeting the requirements of this paragraph.

PART III

ACCOUNTING AND FISCAL MANAGEMENT PROCEDURES

SECTION 1-GENERAL

The Provider will be required to establish and maintain a standard accounting system which will provide effective financial controls and meet the requirements of Part II Section 2 herein.

When audits are performed in accordance with the provisions of PART II, Section 5 hereof, discovery of the failure of the Provider to properly administer the CDGB funds may result in the disallowance of expenditures for which the Provider will be liable and for the assessment of sanctions pursuant to PART II, Section 16 hereof.

The County reserves the right to review all financial records in order to assess the financial condition of the Provider. If the County determines that the Provider's financial condition or the methods and practices it uses to manage its financial systems may jeopardize CDBG funds under the Agreement, it may take all necessary actions to insure that those funds are not put at risk. This includes, but is not limited to, postponing or canceling all reimbursements, putting the Provider under specific financial requirements until the problems have been corrected to the satisfaction of the County, or exercise its authority to terminate the Agreement as a result of such conditions.

The Provider is fully responsible for the management and control of its financial system. Any loss of CDBG funds as a result of the misfeasance, nonfeasance, or malfeasance of the Provider is the responsibility solely of the Provider and its officers. To insure accountability, the County reserves the right to withhold payments, put the Provider under specific financial requirements, or terminate the Agreement.

SECTION 2- ACCOUNTING SYSTEM STANDARDS

Provider's financial management systems shall provide:

- A. Accurate, current and complete disclosure of the financial results of each Agreement including at least a monthly reconciliation of the cash balance of the program.
- B. Records which adequately identify the source and application of funds for Agreement activities. These records shall refer to subsidiary records and/or documentation which support the entry and which are readily accountable. These records shall contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- C. Effective control over and accountability for all funds, property and other assets. Providers shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

SECTION 2- ACCOUNTING SYSTEM STANDARDS (continue)

- D. Comparison of actual amounts with budgeted amounts for each Agreement, Also, the relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the County.
- E. Procedures for determining the allowability and allocability of costs in accordance with the provisions of Part II, Section 2 and OMB Circular A-122.
- F. Accounting records which are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

SECTION 3-GRANT PAYMENTS

- A. Grant payments will be made on a cash reimbursement basis. Only when the Provider makes actual cash disbursement and submits a written receipt will be reimbursed for the expense by the County.
- B. Disbursements must be applied only to the authorized use as specified in the scope of services & budget. Failure to pay creditors for activities specified in the Agreement or to disburse funds for their authorized use constitutes a violation of the Agreement terms.
- C. At intervals determined by the Department, the Provider be required to submit copies of canceled checks or other forms of proof showing that all taxes or other payables have been paid. The Department has the authority to take appropriate action, including withholding payments, if this information is not provided when requested.
- D. All requests for reimbursement must be complete and accurate in order for the Department to authorize payment. Failure to submit complete and accurate information will delay or prohibit authorization of payment.
- E. Payroll and Distribution of Time - Payroll expenditures must be supported by a detailed account of all employees who work on Community Development Block Grant projects. To provide adequate accounting for payroll expenditures, all employees paid in whole or in part from Community Development Block Grant funds must prepare a time sheet indicating the hours worked on Community Development Block Grant projects for each pay period. Based on these time sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared. Fringe benefit costs will also be prorated in accordance with the payroll distribution breakdown. All payroll costs must be properly documented in order to be eligible for Community Development Block Grant reimbursement.

SECTION 3-GRANT PAYMENTS (continue)

- F. Documentation of Costs - All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, voucher orders, or other accounting documents pertaining in whole or in part to this Agreement shall clearly identified and readily accessible. The Provider shall submit copies of all independent audits performed on the Provider or during the term of this Agreement to the County.

SECTION 4-PROGRAM INCOME

The Provider shall comply with the standards set forth in Federal Regulations 24 CFR Part 85, and OMB Circular A-110 to account for program income. Program income represents gross income earned by the Provider from the federally supported activities. Such earnings exclude interest earned on advances and may include, but not be limited to income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. Interest earned on advances of Federal funds shall be remitted to the Federal agency except for interest earned on advances to States or instrumentality's of a State as provided by the Intergovernmental Cooperation Act of 1968 (Public Law 90-577).
- B. Proceeds from the sale of real and personal property either provided by the Federal Government or purchased in whole or in part with Federal funds, shall be handled in accordance with Circular A-110 pertaining to property management.
- D. Unless the agreement provides otherwise, Providers shall have no obligation to the Federal Government with respect to royalties received as a result of copyrights or All other program income earned during the project period shall be retained by the Provider and, in accordance with the grant or other agreement shall be:
 - 1. Added to funds committed to the project by the County to be used to further eligible program objectives;
 - 2. Used to finance the non-Federal share of the project when approved by the County; or
 - 3. Deducted from the total project costs in determining the net costs on which the Federal share of costs will be based.

SECTION 5 - REVERSION OF ASSETS

Any real property under the Provider's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 must be used to meet one of the HUD National Objectives until five years after grant close-out (Part II, Section 28); and

If such property is not used in accordance with the above paragraph, the Provider shall pay the County 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.

SECTION 6 - USE OF REAL PROPERTY

The Provider shall not change the use or planned use of any property (acquired in whole or in part using CDBG funds in excess of \$25,000.00) from that for which the acquisition or improvement was made unless the Provider provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change. These standards are in effect until five years after grant close-out (Part II, Section 28).

The new use must qualify as meeting one of the HUD National Objectives. If this requirement is not met, the Provider retains or disposes of the property and reimburses the County an amount as determined above (Part III, Section 4). If the change of use occurs after grant close-out, the provisions governing program income (Part III, Section 5) shall apply.

In the case of property of equipment having a useful life of greater than one year purchased with CDBG funds pursuant to this Agreement, the Provider shall furnish a description of the property or equipment, including the serial number, to the County within thirty (30) days of the date of purchase.

In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment).

Equipment not needed by the Provider for CDBG activities shall be transferred to the County for the CDBG program or shall be retained by the Provider after compensating the County in the manner described in Part III, Section 5.