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NOV 14 2017



OFFICE OF THE  
COUNTY EXECUTIVE

U.S. Department of Housing and Urban Development

District of Columbia Office

820 First Street, NE

Washington, DC 20002-4205

NOV 08 2017

The Honorable Isiah Leggett  
County Executive  
Montgomery County  
100 Maryland Avenue, 4<sup>th</sup> Floor  
Rockville, MD 20850-2419

RECEIVED

NOV 15 2017

Department of Housing &  
Community Affairs

Dear Mr. Leggett:

I am pleased to return your copy of the executed Grant Agreements under the Department of Housing and Urban Development's Entitlement Program.

If you have any questions, please do not hesitate to contact me at (202) 275-6266.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Rose".

Michael D. Rose

Director

Office of Community Planning and Development

HUD District of Columbia Field Office

Enclosure

Grant Agreements

cc: Clarence J. Snuggs

Director

Department of Housing

and Community Affairs

## CONSOLIDATED PLAN ADVICE AND GUIDANCE

### Line-of-Credit Control System/Integrated Disbursement and Information System (LOCCS/IDIS)

The Integrated Disbursement and Information System (IDIS) provides grant management processing for all participants and streamlines the disbursement of grant funds. IDIS, therefore, fulfills a grantee's needs to drawdown funds in a more collective and streamlined manner. Grantees are to use the IDIS automated system as a means of consolidating drawdowns between the four entitlement grant programs (CDBG, HOME, HOPWA, and ESG, as applicable), track accomplishments, and produce management reports on an as-needed basis. IDIS replaces the Voice Response System. Grantees are reminded that unauthorized access to this government computer system or software is prohibited by Public Law 98-473.

LOCCS continues to handle the Department's disbursement of funds. In order to establish a line-or-credit for each Fiscal Year 2015 grant, it will be necessary to execute and return two (2) copies of the Grant Agreement. In addition, if there is a need for other individuals to be authorized to access IDIS, an IDIS Access Request form must be completed, notarized, and forwarded to this office for a review. Also, if there is a need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit sign-up Form (SF-1199A) must be completed by the grantee and the financial institution and mailed to this Office.

### Executive Order 12372

The special condition for the CDBG Program Grant Agreement and Funding Approval concerning the review procedures under Executive Order (EO) 12372, Intergovernmental Review of Federal Programs and HUD's implementing regulations at 24 CFR Part 52, restricts the obligation or expenditure of funds for the planning or construction of water or sewer facilities until the completion of the review process and receipt of written notification of release of funds from HUD. In the event the grantee amends or otherwise revises its Consolidated Plan to use funds for the planning or construction of water or sewer facilities, a written release of funds from HUD must be obtained before obligating or expending funds for such activities.

### **Environmental Review Procedures**

Certain activities included in the Action Plan are subject to the provision of 24 CFR Part 58 (Environmental Review Procedures for the CDBG, HOME, and ESG Programs). Funds for such activities may not be obligated or expended unless the release of funds has been approved in writing by HUD. A request for the release of funds must be accompanied by an environmental certification.

### **Reporting Requirements for Fiscal Year 2017 Grant Award**

Grantees are required to submit its Consolidated Annual Performance Report (CAPER) annually following the end of the program year. The CAPER is a locally created document which provides the jurisdiction an opportunity to evaluate its progress overall in carrying out priorities and specific objectives identified in its Strategic and Action Plan and to describe actions or changes contemplated as a result of its annual performance. The Consolidated Plan reflects a vision of what the Community wants to become over a five-year period, and describes the priority needs, specific goals and objectives that are designed to achieve that vision. Therefore, in order to appropriately report on that Plan, the CAPER must include both a summary of programmatic accomplishments and an assessment of progress toward that vision.

Three basic elements are to be included in the CAPER:

- 1) a summary of resources and programmatic accomplishments;
- 2) the status of actions taken during the year to implement your overall strategy, i.e., affirmatively furthering fair housing, monitoring long-term housing affordability; and
- 3) a self-evaluation of progress made during the past year in addressing identified priority needs and objectives.

The CAPER must be received no later than ninety (90) days after the close of the program year. Prior to submitting the CAPER to HUD, the report must be made available for citizen review. Therefore, the County must make the report available to its citizens by September 15<sup>th</sup> and submitted to HUD by September 30, 2018.

CONSOLIDATED PLAN GRANT AGREEMENT  
MONTGOMERY COUNTY, MD

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Montgomery County, MD, Grantee.

**Community Development Block Grant (CDBG) Program**

**Grant Number: B-17-UC-24-0001**

**TIN: 52-6000980**

The terms of the CDBG award in the amount of \$4,159,199 which are the subject of this part of this Agreement are set forth in the attached executed HUD Form 7082, Funding Approval/Agreement.

**HOME Investment Partnerships Act (HOME) Program**

**Grant Number : M-17-UC-24-0504**

The terms of the HOME grant in the amount of \$1,369,689 which are the subject of this part of this agreement are set forth in the attached executed HUD Form 40093, Funding Approval and HOME Investment Partnership Agreement.

**Emergency Shelter Grants (ESG) Program**

**Grant Number: S-17-UC-24-0001**

The terms of the ESG grant in the amount of \$367,993 which are the subject of this part of this Agreement, are set forth below.

The ESG award which is the subject of this part of this Agreement is Authorized by Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11301 (1988), as amended (the "Act") The grant is (c), (d), and (e) (1) and (2) of the National Affordable Housing Act, Public Law 101-625, and to HUD's regulations at 24 CFR Part 576, as now in effect and as may be amended from time to time, which are incorporated as part of this Agreement.

Also incorporated as part of this Agreement are the Consolidated Plan and the certifications submitted to the Secretary by the Grantee. The Grantee further certifies that it is following a current Consolidated Plan which has been approved by HUD.

In reliance upon the Consolidated Plan and certifications, the Secretary agrees, upon execution of the Grant Agreement, to provide the Grantee ESG funds in the amount of **\$367,993** as provided in the attached HUD Funding Approval form, which constitutes a part of this Agreement. The grant is made subject to any special conditions, on the Funding Approval form.

The Grantee agrees to comply with all applicable laws and regulations in distributing funds provided under this Grant Agreement and to accept responsibility for ensuring compliance by subrecipient entities to which it makes funding assistance hereunder available.

The grantee further agrees to comply with provisions of the environmental requirements of 24 CFR Part 58 as applicable under Section 104 (g) of the Housing and Community Development Act of 1974 with respect to funds provided under this Grant Agreement.

This Grant Agreement is hereby executed by the Parties on the dates set forth below their respective signatures, as follows:

UNITED STATES OF AMERICA  
Secretary of Housing and Urban Development

By:   
\_\_\_\_\_  
Michael D. Rose, Director  
Community Planning & Development Division

11/7/17  
\_\_\_\_\_  
Date

GRANTEE

By:   
\_\_\_\_\_  
Isiah Leggett, County Executive  
Department of Housing and Community Affairs

10/23/17  
\_\_\_\_\_  
Date

Bonnie A. Kirkland  
Assistant  
Chief Administrative Officer

# Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Community Development Block Grant Program

OMB Approval No. 2506-0193  
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) County Of Montgomery	3a. Grantee's 9-digit Tax ID Number 526000980	3b. Grantee's 9-digit DUNS Number 062014378
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)  1401 Rockville Pike, 4 <sup>th</sup> Floor Rockville, MD 20852-1428	4. Date use of funds may begin 07/01/2017	
	5a. Project/Grant No. 1 B-17-UC-24-0001	6a. Amount Approved \$4,159,199.00
	5b. Project/Grant No. 2	6b. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Michael Rose		Grantee Name County of Montgomery	
Title CPD Director		Title <i>Bonnie Kirkland, Asst County Executive - Chief Adm. Officer</i>	
Signature <i>x Michael Rose</i>	Date 11/7/17	Signature <i>Bonnie Kirkland</i>	Date 10/23/17

7. Category of Title I Assistance for this Funding Action:	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 08/16/07	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified		
			9c. Date of Start of Program Year 07/01/2017	
11. Amount of Community Development				
Block Grant		FY (2017)	FY (2016)	FY ( )
a. Funds Reserved for this Grantee		\$4,158,849.00	\$ 350.00	
b. Funds now being Approved				
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency County Of Montgomery 1401 Rockville Pike, 4 <sup>th</sup> Floor Rockville, MD 20852-1428
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

### HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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**Funding Approval and HOME Investment Partnerships Agreement**  
 Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development

1. Participant Name and Address  County Of Montgomery 101 Monroe St 15Th Flr Rockville, MD 20850-2503		2. Grant Number: M17-UC240504	
		3a Tax Identification Number: 526000980	3b. Unique Entity Identifier (formerly DUNS): 062014378
		4. Appropriation Number 86 7/0 0205	5. FY 2017
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$1,369,689.00	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$1,369,689.00
a. Formula Funds		\$1,369,689.00	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Date of Obligation (Congressional Release Date) 09/22/2017	
11. Indirect Cost Rate* Administering Agency/Dept.    Indirect Cost Rate    Direct Cost Base		12. Period of Performance: 09/22/2017 - 09/01/2025	

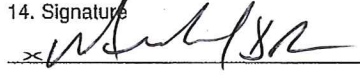

The County has elected not to charge indirect costs to this grant award.

\* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's/Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1<sup>st</sup> of the 5<sup>th</sup> fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Michael Rose - HUD Community Planning and Development Director	14. Signature 	15. Date 11/17/17
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)	17. Signature 	18. Date 10/23/17

19. Check one:  
 Initial Agreement     Amendment #

Source of Funds	Appropriation Code	PAS Code	Amount
2017	867/00205	HMF	\$1,354,413.00
2015	865/80205	HMF	\$5,295.00
2016	866/90205	HMF	\$8,067.00
2016x	86X0205 - 16	HMF	\$1,625.00
2017x	86X0205 - 17	HMF	\$ 289.00

Bonnie A. Kirkland  
 Assistant  
 Chief Administrative Officer

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2022. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2022. (Source: 31 U.S.C. 1551-1557)
- (b) If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Administering</u> <u>Department/Agency</u>	<u>Indirect Cost Rate</u>
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\*The County has elected not to charge indirect costs to this grant award.

- (c) The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.
- (d) The grantee, unit of general local government or Insular Area that that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974 (the Act). (Source: P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund)
- (e) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund)
- (e) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this



requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain. (Source: P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title IV, General Provisions, Section 407)

- (f) **E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.**

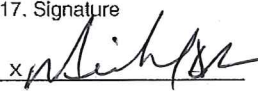
**ATTACHMENT: Indirect Cost Rate Provision for ESG  
Funding Approval/Agreement**


Emergency Solutions Grants Program  
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,  
42 U.S.C. 11371 et seq.  
CFDA Number 14.231

U.S. Department of Housing and Urban  
Development  
Office of Community Planning and Development

1. Recipient Name and Address County Of Montgomery 101 Monroe St 15Th Flr Rockville, MD 20850		2. Unique Federal Award Identification Number: E17UC240001	
		3. Tax Identification Number: 526000980	
		4. Unique Entity Identifier (DUNS): 062014378	
5. Fiscal Year (yyyy): 2017			
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$367,993.00	
8. Total Amount of Federal Funds Obligated		\$367,993.00	
9. Total Required Match: \$			
10. Start Date of Recipient's Program Year 07/01/2017		11. Date HUD Received Recipient's Consolidated Plan Submission 08/04/2017	12. Period of Performance Start Date (the later of the dates listed in Boxes 10 and 11) 08/04/2017
13. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		14. Special Conditions <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	
		15. Period of Performance End Date	

**General Terms and Conditions:** This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. To the extent authorized by HUD regulations at 24 CFR Part 576, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

16. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Michael Rose, Director, <a href="mailto:Michael.D.Rose@hud.gov">Michael.D.Rose@hud.gov</a>		17. Signature 	18. Date (mm/dd/yyyy) 11/7/17
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19. For the Recipient (Name and Title of Authorized Official)		20. Signature 	21. Date (mm/dd/yyyy) 10/23/2017
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Funding Information (HUD Accounting Use Only):			
PAS Code: HAES	Region: 03	Program Code: SOG	
Appropriation: 90192	Office: 39 (Washington DC)	Allotment: 867	
Appro Symbol: "Q"			

**Bonnie A. Kirkland**  
Assistant  
Chief Administrative Officer

**ATTACHMENT: Indirect Cost Rate Provision for ESG**

**Indirect Cost Rate Provision (to be added to Special Conditions attached to each ESG Agreement)**

If the funds provided under this Agreement will be used for payment of the Recipient's indirect costs pursuant to 2 CFR 200, Subpart E—Cost Principles, attach a schedule in the format set forth below to the executed Agreement that is returned to HUD. The schedule shall identify each department/agency of the Recipient that will carry out activities with funds provided under this Agreement, the indirect cost rate applicable to that department/agency (including if the de minimis rate is charged under 2 CFR 200.414), and the direct cost base to which that rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	<u>N/A</u> %	_____
_____	_____ %	_____
_____	_____ %	_____