

March 11, 2015



500 West Winchester Road, Unit 101

Libertyville, IL 60048-1371

Phone 847.377.2475

Fax 847.984.5745

communitydevelopment@lakecountyil.gov

To: Interested and Experienced Non-Profit Agencies

From: Lake County Community Development

RE: Request for Qualifications (RFQ) – Fair Housing Program

The Community Development team of the Lake County Planning, Building and Development Department is seeking statements of interest and qualifications from organizations to administer a Fair Housing Program for program years 2015 through 2016 (May 1, 2015 to April 30, 2017).

The program would be funded and conditional on annual funding by the Community Development Block Grant (CDBG) Program, under the requirements of the Housing and Community Development Act. The purpose of the Fair Housing Program is to ensure compliance with the Federal Fair Housing Act (“Act”), part of the Civil Rights Act of 1968. This Act made it illegal to discriminate in housing on the basis of race, color, religion, national origin, and sex. In 1988, Congress added familial status and disability to the categories protected under that law.

Qualified organizations must be able to provide: 1) Education & Outreach; 2) Counseling/Referrals; 3) Investigation & Testing; 4) Mediation/Legal Services; and 5) Communications & Marketing (see Attachment C for more details). Ability to provide enforcement of the act is preferred.

The selected agency will be responsible for several implementation steps outlined in Lake County’s 2014 Analysis of Impediments to Fair Housing.

CDBG funding is available, pending approval by the US Department of Housing & Urban Development, in the annual amounts of \$70,000. In addition, funding from the Cities of Waukegan & North Chicago is available in the amounts of \$5,000 and \$4,000 respectively.

A letter/notice of intent must be submitted to communitydevelopment@lakecountyil.gov by **April 2, 2015**.

Interested organizations must review the attached documents and complete Attachment B. Responses must be received by **April 27, 2015**. Responses received after the deadline will not be considered.

Please deliver one original and two copies of the response to:

Lake County Community Development
Permit Center – Community Development 2nd Floor
500 W. Winchester Road, Unit 101
Libertyville, IL 60048

Please also provide one electronic copy of Attachment B via email to communitydevelopment@lakecountyil.gov

If you should have any questions regarding Lake County’s CDBG Program or this Request for Qualifications, please contact:

Community Development
847.377.2150
communitydevelopment@lakecountyil.gov

Attachment A

Fair Housing Program Requirements & Selection Process

Program Requirements

- Provide fair housing services in connection with the County's Community Development Block Grant (CDBG) Program, in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.
- Perform the following tasks:
 - Education and Outreach - Provide education programs on an ongoing basis to community organizations such as, but not limited to: organizations that provide services to elderly, families with children, minorities, and persons with disabilities; churches; parent organizations of schools; service organizations; Chambers of Commerce; social clubs; and corporations in Lake County. Provide information on an ongoing basis directed at landlords regarding tenant/landlord rights and issues. Attend meetings of the Lake County Apartment Owners Association. Provide education regarding fair housing and tenant/landlord rights to local governmental entities throughout Lake County upon request. Maintain participation with the Equal Opportunity in Housing Committee of the Realtors Association of Northwest Chicagoland. Contact developers/apartment complex managers throughout Lake County for the purpose of education on the Fair Housing Act and discuss compliance with the provisions of the Fair Housing act in their advertising/marketing plans.
 - Counseling/Referrals - Provide a response as soon as practicable to all individuals/families questioning whether they are receiving fair treatment in their attempts to secure housing. Provide accurate information regarding housing rights, and assist both parties through the mediation process to reach an acceptable resolution in cases where actual discrimination is not indicated. Make referrals when required.
 - Investigation and Testing - Provide investigation for all persons/families alleging discrimination. Provide for testing as needed of all alleged discrimination cases where actual discrimination is indicated. Monitor general housing advertisements, media ads and/or coverage of housing and related issues. Actively advocate for fair housing practices where advertising or media coverage has failed to comply with provisions of the Fair Housing Act.
 - Mediation/Legal Services - Provide mediation and arbitration assistance where discrimination activity has been confirmed through investigation and/or testing. Counsel, support and assist clients through the process of determining whether to follow through with litigation, especially where systemic discrimination is present. Provide referral to legal assistance and support in proceeding through the litigation process for clients who have decided to follow through with litigation. Cultivate legal resources for potential litigation cases and/or provision of legal advice as needed.
 - Communications/Marketing - Conduct educational sessions with Lake County media sources to enlist their support in promoting fair housing. Promote Fair Housing through utilization of the media and through distribution of brochures. Maintain working relationships with the Great Lakes Naval Training Base to highlight how the Fair Housing Program can be of assistance.
 - Fundraising - Contact townships and municipalities in Lake County to request financial support for the promotion of fair housing activities. Establish relationships in the

corporate community to cultivate and develop additional fundraising resources. Explore other sources of funds such as state and federal monies. Apply for HUD Fair Housing Initiatives Program when available.

- Provide staffing, which shall consist of a Fair Housing Director, along with sufficient clerical, financial management, and other management support to carry out the activities.
- Provide office space, which will be clearly marked, including outside signage, identifying them as the Fair Housing Program. The center shall be open five days a week, with the hours of operation to be determined by the Director of Fair Housing. A 24-hour telephone line shall be provided to serve as a Fair Housing Hotline.
- Submit to the County monthly reports setting forth the progress and status of the activities during the reporting period. The monthly report shall be in a form prescribed by the County, and shall be submitted within fifteen working days of the end of each month.

Selection Process

The County will evaluate all responses properly submitted. The selection will not be based on competitive bidding but on the organization's professional qualifications, experience and expertise of key personnel to be assigned to the program with consideration also given to:

1. An overview of the competence of the organization, as evidenced by the professional qualifications and specific related project experience.
2. Demonstration of organizational stability and fiscal solvency.
3. Organization's proximity to areas of need in Lake County as it relates to Fair Housing, and the organization's familiarity with the County.
4. The organization's proposed program structure.
5. Past performance of other grants from the County and/or the US Department of Housing & Urban Development (HUD).

The selection committee will be made up of members of the Community Development Commission. This selection committee shall make a recommendation to the County Board, which shall have the final say on all matters related to this program.

Attachment B

Summary of Qualifications

1) Attachments

Please attach the following (only ONE copy required):

- Agency Audit (most recently completed)
- Certification of non-profit status (copy of IRS letter)
- Articles of Incorporation
- Proof of Central Contractor Registration
- Copy/summary of non-discrimination policy covering recruitment/placement of staff, volunteers and clients. If the organization does practice discrimination in any of the above, please explain.
- Agency Actual Profit/Loss Statement for past six months

2) Organization Description

A. Purpose of the organization

B. Type of entity/corporation

C. Number and overview of services provided

D. Number of clients currently served

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E. Vision and mission statements, if applicable

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F. Describe your organization's strategic plan - include date when it was completed

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G. Other pertinent information

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3) Program Management

A. Identify the current oversight structure and major staff positions that will be responsible for this program and their qualifications.

B. How is staff trained, and evaluated? What is the rate of turnover?

C. How will persons in need of assistance have access to your services? Are your facilities accessible to persons with disabilities?

4) Select Qualifications

A. Describe how a Fair Housing Program would fit into your organization.

B. Describe your organization's familiarity with Lake County and with Fair Housing issues in Lake County.

C. Provide information about your past experience with grants from the US Department of Housing & Urban Development.

D. Explain how your program will assist the County to affirmatively further fair housing, and to overcome any impediments identified in its most recent analysis.

Empty response area for the question.

5) Overall Organization Budget

REVENUE	Actual Previous Year	Current Operating Year	Projected Next Year
Contributions			
Special Events			
Foundation & Corporate Grants			
Lake County CDBG			
Lake County ESG			
North Chicago CDBG			
Waukegan CDBG			
CDBG Carryover			
Other Governmental Fees & Grants			
Membership Dues - Individuals			
Program Service Fees			
Investment Revenue			
Miscellaneous			
United Way Funding			
TOTAL REVENUE			
EXPENSES			
Salaries			
Benefits			
Payroll Taxes			
Client Wages			
Professional Fees			
Supplies			
Telephone and Facsimile			
Postage & Shipping			
Occupancy (including depreciation)			
Equipment (including depreciation)			
Printing & Publications			
Travel			
Conferences & Meetings			
Specific Assistance to Individuals			
Insurance			
National Organization Dues			
Miscellaneous			
Line Item A			
Line Item B			
TOTAL DIRECT EXPENSES			
Administration & Fundraising Costs			
Admin & FR Costs / Total Expense (%)			
TOTAL EXPENSES			
SURPLUS OR (DEFICIT)			

6) Proposed Program Budget

REVENUE	Actual Previous Year	Current Operating Year	Projected Next Year
Contributions			
Special Events			
Foundation & Corporate Grants			
Lake County CDBG			
Lake County ESG			
North Chicago CDBG			
Waukegan CDBG			
CDBG Carryover			
Other Governmental Fees & Grants			
Membership Dues - Individuals			
Program Service Fees			
Investment Revenue			
Miscellaneous			
United Way Funding			
TOTAL REVENUE			
EXPENSES			
Salaries			
Benefits			
Payroll Taxes			
Client Wages			
Professional Fees			
Supplies			
Telephone and Facsimile			
Postage & Shipping			
Occupancy (including depreciation)			
Equipment (including depreciation)			
Printing & Publications			
Travel			
Conferences & Meetings			
Specific Assistance to Individuals			
Insurance			
National Organization Dues			
Miscellaneous			
Line Item A			
Line Item B			
TOTAL DIRECT EXPENSES			
Administration & Fundraising Costs			
Admin & FR Costs / Total Expense (%)			
TOTAL EXPENSES			
SURPLUS OR (DEFICIT)			

7) Budget Narratives

<i>A. Explain any surplus or deficit in either budget</i>	
<i>B. If any line item has increased or decreased by 10% or more, please explain why</i>	
<i>C. Please provide information about the fiscal solvency of the organization:</i>	
<i>How many months of operating reserves does the organization typically have?</i>	
<i>If less than 3, please explain how organization's cash flow assures meeting financial obligations:</i>	

8) Agency Certification

Please mark “YES” or “NO” as appropriate next to each statement and type initials next to each. Your typed initials certify the accuracy of each statement. Supporting documents may be requested at a future date and must be supplied upon request.

Agency’s Date of Incorporation CEO Initials

Initial	Yes	No	
			Agency maintains a personnel policy manual
			Agency has an enforced affirmative action plan
			Agency has an enforced non-discrimination policy
			Agency has an enforced sexual harassment policy
			Agency has a grievance procedure
			Agency has the capacity to financially administer grant funds and has an effective fiscal management system in place.
			Agency maintains liability insurance coverage
			If yes, amount of coverage <input type="text"/>
			Name of insuring agency <input type="text"/>
			Agency pays all payroll taxes and workers’ compensation as required by Federal and State law
			Agency maintains fidelity bond coverage for principal staff handling agency accounts
			If yes, amount of coverage <input type="text"/>
			Name of insuring agency <input type="text"/>
			Agency has a religious affiliation
			If yes, describe fully <input type="text"/>
			An agency representative, paid or unpaid (staff, board, volunteer, etc.) maintains a family or business tie with an employee, agent, consultant, officer, elected or appointed official of the funding agency or personally maintains a dual role. If yes, state the names and positions of the parties involved and define the relationship:
			<input type="text"/>
			Agency has by-laws in place
			Date Accepted <input type="text"/>
			Date Last Amended <input type="text"/>

Name & Title of Person Initialing Above	Signature
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9) Board of Directors

Questionnaire

A. How often does your Board of Directors meet?	
B. What are the standing Board Committees? (add more lines as necessary)	
<i>Committee Name</i>	
1	
2	
3	
4	
5	
6	
7	
8	
C. Board President:	
<i>Name</i>	
<i>Mailing Address</i>	
<i>Start Date</i>	
<i>Term Expiration Date</i>	
D. Identify any unique characteristics of Board Members as they relate to the Agency's mission (i.e.: persons with disabilities, persons who were prior agency clients, formerly homeless persons, etc.)	
E. Explain any recent changes to the composition of the Board, such as turnover, a new President, etc.	

Board Roster

Name	Sex		Race/Ethnicity							Town of Residence	# of Years on Board	# Meetings attended in past year	From the numbers in "B," what committees are they on?
	Male	Female	Caucasian/Non-Hispanic	Black/Non-Hispanic	Asian/Pacific Islander	Hispanic/Caucasian	Hispanic/Black	American Indian/Alaskan Native	Other				

Attachment C

Copy of General Agreement to Provide Services

Contract for Services For Community Development Block Grant Implementation

THIS AGREEMENT, entered into as of the 1st day of May 2013 by and between the County of Lake (herein called the "County") and [SUBRECIPIENT]

WHEREAS, the County has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the County wishes to engage SUBRECIPIENT to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICES

A. Activities

SUBRECIPIENT will provide fair housing services in connection with the County's Community Development Block Grant (CDBG) Program, in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Changes to the program goals, scope of services, schedule or budget, unless otherwise noted, may be made only by written amendments to this agreement, executed by the County and SUBRECIPIENT.

The major goal of SUBRECIPIENT's efforts under this agreement will be the administration of the Fair Housing Program for Lake County

The major tasks that SUBRECIPIENT shall perform include the following:

- 1. Education and Outreach** - Provide education programs on an ongoing basis to community organizations such as, but not limited to: organizations that provide services to elderly, families with children, minorities, and persons with disabilities; churches; parent organizations of schools; service organizations; Chambers of Commerce; social clubs; and corporations in Lake County. Provide information on an ongoing basis directed at landlords regarding tenant/landlord rights and issues. Attend meetings of the Lake County Apartment Owners Association. Provide education regarding fair housing and tenant/landlord rights to local governmental entities throughout Lake County upon request. Maintain participation with the Equal Opportunity in Housing Committee of the Realtors Association of Northwest Chicagoland. Contact developers/apartment complex managers throughout Lake County for the purpose of education on the Fair Housing Act and discuss compliance with the provisions of the Fair Housing act in their advertising/marketing plans.
- 2. Counseling/Referrals** - Provide a response as soon as practicable to all individuals/families questioning whether they are receiving fair treatment in their attempts to secure housing. Provide accurate information regarding housing rights, and assist both parties through the mediation process to reach an acceptable resolution in cases where actual discrimination is not indicated. Make referrals when required.
- 3. Investigation and Testing** - Provide investigation for all persons/families alleging discrimination. Provide for testing as needed of all alleged discrimination cases where actual discrimination is indicated. Monitor general housing advertisements, media ads and/or coverage of housing and related issues. Actively advocate for fair housing practices where advertising or media coverage has failed to comply with provisions of the Fair Housing Act.
- 4. Mediation/Legal Services** - Provide mediation and arbitration assistance where discrimination activity has been confirmed through investigation and/or testing. Counsel, support and assist clients through the process of determining whether to follow through with litigation, especially where systemic discrimination is present. Provide referral to legal assistance and support in proceeding through the

litigation process for clients who have decided to follow through with litigation. Cultivate legal resources for potential litigation cases and/or provision of legal advice as needed.

5. **Communications/Marketing** - Conduct educational sessions with Lake County media sources to enlist their support in promoting fair housing. Promote Fair Housing through utilization of the media and through distribution of brochures. Maintain working relationships with the Great Lakes Naval Training Base to highlight how the Fair Housing Program can be of assistance.
6. **Fundraising** - Contact townships and municipalities in Lake County to request financial support for the promotion of fair housing activities. Establish relationships in the corporate community to cultivate and develop additional fundraising resources. Explore other sources of funds such as state and federal monies. Apply for HUD Fair Housing Initiatives Program when available.

B. Facilities and Hours of Operation

Office space will be provided by SUBRECIPIENT. Offices will be clearly marked, including outside signage, identifying them as the Fair Housing Program. The center shall be open five days a week, with the hours of operation to be determined by the Director of Fair Housing. A 24-hour telephone line shall be provided to serve as a Fair Housing Hotline.

C. Staffing

Staffing shall consist of a Fair Housing Director, along with sufficient clerical, financial management, and other management support to carry out the activities described in Section IA of this Agreement.

D. Reporting

SUBRECIPIENT agrees to submit to the County monthly reports setting forth the progress and status of the activities during the reporting period. The monthly report shall be in a form prescribed by the County, and shall be submitted within fifteen working days of the end of each month. Reporting information includes, but is not limited to, program performance; beneficiary demographic information; outcomes; grant expenses; and organizational fiscal solvency.

II. TIME OF PERFORMANCE

Services of SUBRECIPIENT shall start on the 1st day of May 2013 and end on the DATE TBD.

III. PAYMENT

The County shall provide a total of **\$70,000** in 2013 Community Development Block Grant public services funds for the services to be rendered under this Contract. Drawdowns shall be made after the end of each month and shall be processed by the County subject to submission of adequate supporting financial documentation and the monthly reports specified in Section I.D above. All drawdowns shall be based on the budget attached to this agreement.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

County

SUBRECIPIENT

V. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payments of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as SUBRECIPIENT is an independent Subrecipient.

C. Indemnity

SUBRECIPIENT shall indemnify and hold the County harmless, to the fullest extent allowed by law, against any and all claims, actions, demands, obligations, damages, injuries and liabilities, including without limitation of the foregoing, all reasonable attorney fees and legal expenses, arising from SUBRECIPIENT's performance or nonperformance of this Agreement.

D. Workers' Compensation

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance & Bonding

SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR Part 84.

F. Amendments

The County or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved in writing by the County. Such amendments shall not invalidate this Agreement and shall neither relieve nor release either the County or SUBRECIPIENT from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and SUBRECIPIENT.

G. Termination

Either party may terminate this contract by giving written notice to the other party at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A. above may be undertaken with the prior written approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, photographs, reports or other materials prepared by SUBRECIPIENT under this Agreement shall, at the option of the County, become the property of the County, and SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

H. Termination for Cause

The County may suspend or terminate this Agreement, without prejudice to any other rights or remedies of the County, if SUBRECIPIENT misuses any funds provided hereunder, or disregards any law, ordinance, rule, regulation or order of any public authority having jurisdiction, or violates or fails to perform any material provision of this Agreement, or otherwise is guilty of a substantial breach hereof.

In the event that the County elects to suspend its performance under this Agreement for any of the foregoing reasons, the County may withhold payment of funds until such time as the violation or breach is remedied to the satisfaction of the County.

No action taken or withheld by the County under this paragraph shall relieve SUBRECIPIENT of liability to the County for any funds expended in violation of any of the terms of this Agreement.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

SUBRECIPIENT agrees to comply with 24 CFR Part 84 ("Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"), Section 84.21 ("Standards for Financial Management Systems"), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

SUBRECIPIENT shall administer its program in conformance with OMB Circular A-122 ("Cost Principles for Non-Profit Organizations").

3. Non-Federal Audits

SUBRECIPIENT shall comply with the audit requirements contained in OMB Circular A-133 ("Audits of State and Local Governments and Non-Profit Institutions").

B. Documentation and Record-Keeping

1. Records to be Maintained

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement.

2. Retention

SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there were any litigation, claims, audits, negotiations or other actions that involved any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

SUBRECIPIENT shall maintain client data, including, but not be limited to, client name, address, household income, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

SUBRECIPIENT understands that client information collected under this contract is confidential, and the use or disclosure of such information, when not directly connected with the administration of the County's or SUBRECIPIENT'S responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such client receiving service.

5. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the County or the Federal Government, at any time during normal business hours, as often as the County or Federal government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

SUBRECIPIENT agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1976, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The County shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. **Approved Plan**

SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. **W/MBE**

SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **EEO/AA Statement**

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

5. **Subcontract Provisions**

SUBRECIPIENT will include the provisions of Paragraphs VIIA, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions**

SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

D. **Conduct**

1. **Conflict of Interest**

SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

2. **Lobbying**

SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. **Lobbying Certification**

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

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and affect.