

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE
DUPAGE COUNTY VETERAN'S ASSISTANCE COMMISSION

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 20th day of August, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and DUPAGE COUNTY VETERAN'S ASSISTANCE COMMISSION, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the "VAC").

RECITALS

WHEREAS, the VAC and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the VAC authority to provide general assistance to veterans and their families, (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VAC have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the VAC shall undertake the PROJECT and the COUNTY shall reimburse the VAC for PROJECT expenses up to sixteen thousand dollars (\$16,000) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and VAC shall be referred to herein collectively as the "Parties," or individually as a "Party."

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the administration of a grant program to the Midwest Shelter for Homeless Veterans. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.
- 2.2 The COUNTY shall administer the grant program jointly with the VAC. The VAC shall review submissions from the Midwest Shelter for Homeless Veterans and shall direct the disbursement of funds to the Midwest Shelter for Homeless Veterans.

3.0 FUNDING.

- 3.1 The PROJECT'S gross total expenses are estimated at fourteen million, five-hundred fifty-three three thousand, two-hundred seventy-six dollars (\$14,553,276).
- 3.2 It is the intention of the Parties that up to sixteen thousand dollars (\$16,000) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the VAC'S PROJECT costs.

4.0 VAC'S RESPONSIBILITIES.

- 4.1 The VAC shall be responsible for the receipt and initial review of grant expenses submitted under the PROJECT.
- 4.2 The VAC shall submit one final invoice to the COUNTY upon the completion of the material portion of the project.
- 4.3 The VAC shall make direct payments to the Midwest Shelter for Homeless Veterans related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VAC.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 Upon receipt of the VAC'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VAC for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VAC shall not exceed sixteen thousand dollars (\$16,000). In the event PROJECT costs total less than sixteen thousand dollars (\$16,000), the VAC's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The VAC shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VAC and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the VAC shall require that its consultants and contractors indemnify, defend and hold harmless the VAC and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VAC'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect the completion by the VAC and COUNTY of their respective obligations under this AGREEMENT.

9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE VAC:

Steve Fixler
421 N. County Farm Road
Wheaton, IL 60187

ON BEHALF OF THE COUNTY:

Jeremy Custer
421 N. County Farm Road
Wheaton, IL 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD-PARTY BENEFICIARY.

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VAC

Deborah Conroy
Chair

Bruce Mayor
Board President

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

VAC Secretary



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	Midwest Shelter for Homeless Veterans, Inc.	through Veterans Assistance Commission of DuPage County
Contact Person	Christine Lewis, Executive Director	
Address	433 S. Carlton Ave	
City	Wheaton	
Phone Number	630-871-8387 ext. 604	
Email	ChristineLewis@mshv.org	

SECTION II Project Description

Project Title	Hero Homes
Cost of the Project	\$14,553,276 grant amount \$16,000
Brief Description of the Scope of Initiative	Hero Homes consists of the new construction of a 4-story, 20-unit building featuring 15 one-bedroom and 5 two-bedroom units for homeless and at-risk veterans and their households. the building will contain laundry facilities, a community room, a fitness center, an elevator, office, unit balconies and a rooftop terrace along with on site parking. MSHV will provide supportive services such as case management, employment assistance, peer support and clinical services. IHDA has awarded Hero Homes \$10.1 million and DuPage Housing Authority is providing 20 project-based rental assistance vouchers.
Desired Outcomes	Hero Homes will enable DuPage County to achieve functional zero for homeless veterans.

SECTION III Signature

Member Name	Mary Ozog and Grant Eckhoff
District	4
Signature	

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)



August 6, 2025

Dear Member Eckhoff & Member Ozog,

Midwest Shelter for Homeless Veterans (MSHV) is grateful for the opportunity to request \$16,000 from DuPage County's Member Initiative Program in support of our Hero Homes campaign. These funds will specifically be allocated towards architectural renderings and engineering fees. MSHV understands the Member Initiative Program is reimbursement-based and confirms that requested program fees will be paid in full before the fiscal year ends on November 30.

For over 25 years, MSHV has been dedicated to ending veteran homelessness and restoring hope. Through housing, employment support, and essential wrap around services, we equip at-risk veterans and their resilient families to rebuild stable, independent lives. At MSHV, we believe our heroes who defended our homes deserve a home and future filled with freedom, honor, and the opportunity to live with the same independence and pride they fought to protect.

With a goal of raising \$1.2 million, we seek to establish **Hero Homes**- a 20 unit affordable housing community for veterans, located in downtown Wheaton. This site is ideally situated near transportation, employment opportunities, and essential services. Hero Homes is designed to address the growing needs of veterans in DuPage County who are experiencing homelessness or are at risk of homelessness due to financial hardship or mental health challenges.

Veteran residents will receive comprehensive services, including case management, employment assistance, peer support and clinical care. In partnership with the DuPage Housing Authority, all 20 units will be supported by project-based rental assistance vouchers, ensuring long term affordability.

Our goal is to offer not just a place to live, but a foundation for rebuilding lives. With DuPage County's support, Hero Homes will help turn the path from homelessness into a journey toward permanent housing and renewed hope for our veterans.

We are deeply grateful for the years of foundational support from the DuPage County Board. It is because of your unwavering commitment that we are able to honor our veterans every single day and rise to the challenge of meeting their growing needs—ensuring every veteran knows: *'We hear your stories, and in the truest spirit of military service, we will never leave you behind.'*

For questions or additional information, please feel free to contact me at kristal@mshv.org or 630-871-8387 ext. 618.

Thank you for all you do,

Kristal Wilson
Grants Manager

Midwest Shelter for Homeless Veterans
433 S. Carlton Avenue, Wheaton, IL 60187
Phone: 630-871-VETS (8387) Fax: 630-871-MSHV (6748)
christinelewis@mshv.org



MEMORANDUM OF UNDERSTANDING

MIDWEST SHELTER FOR HOMELESS VETERANS (MSHV) and HERO HOMES LP

1. Access to Supportive Services

To be provided by: Midwest Shelter for Homeless Veterans

Commitment Period: to commence upon tenant selection of project for an indefinite period thereafter.

Description: Midwest Shelter for Homeless Veterans has committed to offering case management and support services to all participants, including mental health services. These services are valued at no less than \$12,500 per household annually, ensuring that participants receive continuous support in their journey toward independence and stability.

In-Kind Valuation: These services are valued in-kind at the local rates and consistent with the amount paid for non-grant-funded services.

Services To Be Provided:

- Clinical Case Management
- Clinical Services
- Employment Services
- Peer Support Services
- Individual, Group, Pet Therapy, and Substance Use Disorder Treatment
- Other such services that are determined to be impactful to resident well-being

2. Access to Housing and Rental Payment Assistance

To be provided by: Hero Homes LP (MSHV as General Partner)

Commitment Period: 20-years via VASH Housing Assistance Payments Contract

Description: Hero Homes LP has committed to providing rental payment assistance to all 20-units (100%) of affordable supportive housing for the proposed project through the allocation of project-based vouchers issued under the VASH program. The value of the housing resources provided will total \$22,000 per unit annually, ensuring that each resident has access to long-term, stable housing solutions regardless of their personal income.

Services Provided: Rent subsidized housing

Value of Commitment: \$22,000 per-unit/per-year (\$440,000 annually)

Representations and Warranties. Midwest Shelter for Homeless Veterans represents and warrants that it is capable and qualified of performing under the terms and conditions of this MOU and shall maintain the appropriate designations and certifications to perform its functions under this MOU in the jurisdiction where the Development is located.

THIS MEMORANDUM OF UNDERSTANDING FOR SPECIAL NEEDS HOUSING SERVICES is agreed to upon the date written below by:

Midwest Shelter for Homeless Veterans and as General Partner of Hero Homes LP

Christine Lewis
Executive Director

Date: 10-24-2024



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the Path to Your
Self-Empowerment.*

OFFICE 630.690.3555 | 711 E. Roosevelt Road
FAX 630.690.0702 | Wheaton, IL 60187

www.DuPageHousing.org

February 11, 2025

Kristin Faust
Executive Director
Illinois Housing Development Authority
111 E. Wacker Drive, Suite 1000
Chicago, Illinois 60601

Re: DuPage Housing Authority Resolution No. 2025-01 Preliminary Commitment Notification of Twenty (20) Project Based Voucher (PBV) Award to Midwest Shelter for Homeless Veterans (MSHV) for the proposed Veterans development Hero Homes.

Dear Mrs. Faust:

In a unanimous vote by the DuPage Housing Authority (DHA) Board of Commissioners on January 16, 2025, Resolution No. 2025-01 was conditionally approved for the award of Twenty (20) project-based vouchers (pbv) for the proposed Veterans development Hero Homes. The stipulation to receive this award is Midwest Shelter for Homeless Veterans (MSHV) satisfactory completion of all federal, state, and local requirements related to this process. Please also note:

- The DHA Administrative Plan allows for DHA to administer a PBV program
- The DHA has selected the property to receive PBVs in accordance with the DHA Administrative Plan and (24 C.F.R. § 983.51)
- The maximum percent of area median income for tenant household income for these units will be set at Very Low 50% AMI
- The total number of PBV units awarded will be twenty (20).
 - Note: In general, DHA may not select a proposal to provide PBV assistance for units in a project, or enter into an AHAP or a HAP Contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP Contract is more than 25 percent (25%) of the number of dwelling units (assisted or unassisted) in the project.
 - Your request for twenty (20) PBVs in a 20-unit project resulted in a 100 percent (100%) total of dwelling units that will receive PBV assistance in the project during the term of the PBV HAP Contract. However, exceptions are allowed and PBV units are not counted against the 25 percent per project cap if the units are excepted units in a multifamily project because they are specifically made available for elderly and/or disabled families as yours are, or families receiving supportive services (also known as qualifying families).
- The unit type for each of the 20 units will be one-bedroom and two bedrooms.
- The PBV HAP contract term will be thirty (30) years, with the Vacancy Payment option stricken per DHA policy.



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www.DuPageHousing.org

Attached please find DHA's current FY2025 Payment Standards for rents, as well the DHA FY2025 Utility Allowance Schedule. Per the attached chart, the current payment standards for pbv rents for a one-bedroom and two-bedroom unit in Wheaton, IL zip code 60189 are: One Bedroom-\$1,910 gross rent and Two Bedroom-\$2,160 gross rent. The current FY2025 utility allowance schedule for Wheaton, IL zip code 60189 is attached. This would be the maximum permitted rent for the proposed Veterans development Hero Homes for PBVs, until further notice of approved annual fiscal year payment standards and utility allowances updates are permissible.

Contract rents for the PBV units will be paid based on Rent Reasonable calculations and the DHA Subsidy Standard in effect at the time. We look forward to working with Midwest Shelter for Homeless Veterans (MSHV) to expand affordable housing opportunities within Wheaton, Illinois, DuPage County. Please contact me if you should have any questions at ccorbett@dupagehousing.org.

Sincerely,

A blue ink signature of Cheron Corbett.
Cheron Corbett
Executive Director

cc: Midwest Shelter for Homeless Veterans (MSHV)
cc: DHA Office Program/Asset Management Department
cc: U.S. Dept. of Housing & Urban Development (HUD)
cc: File

DUPAGE HOUSING AUTHORITY
RESOLUTION NO. 2025-01
APPROVAL OF ALLOCATION OF UP TO TWENTY (20) PROJECT-BASED VOUCHERS (PBVs) TO
MIDWEST SHELTER FOR HOMELESS VETERANS (MSHV) FOR HEROS HOMES VETERANS
DEVELOPMENT


BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE DUPAGE HOUSING AUTHORITY (DHA), as follows:


Section 1: It is in the best interests of the DuPage Housing Authority to take the following action:

APPROVE THE ALLOCATION OF UP TO TWENTY (20) PROJECT-BASED VOUCHERS (PBVs) TO MIDWEST SHELTER FOR HOMELESS VETERANS (MSHV) FOR HEROS HOMES VETERANS DEVELOPMENT.

Section 2: This Resolution is effective upon its adoption.

Approved by the DuPage Housing Authority Board of Commissioners on this 16th day of January 2025.

 Sherrin R. Ingram
Chair

 William W. Deley
Vice-Chairman

Ayes: _____

Nays: _____

Abstain: _____



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MIDWEST SHELTER FOR HOMELESS VETERANS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 10, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 13TH
day of JUNE A.D. 2025 .



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Midwest Shelter for Homeless Veterans
CONTACT PERSON:	Christine Lewis, Executive Director
CONTACT EMAIL:	ChristineLewis@mshv.org

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Kristal Wilson Signature: _____

Title: Veteran Grants Manager Date: 9.4.25