

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND OPTIMUM MANAGEMENT RESOURCES
FOR PROFESSIONAL CONSULTING SERVICES
(\$37,350)

AGREEMENT, is entered into as of the 1st day of January, 2026 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 Optimum Management Resources, a corporation licensed to do business in the State of Illinois, with offices at 1513 N. Columbia, Naperville, IL 60563 (hereinafter referred to as the CONSULTANT).

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005) and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093 et. seq.); and

WHEREAS, the COUNTY is the facilitator and a participant in the DuPage County Homeless Continuum of Care, which is a collaboration of public and private agencies organized to work together toward the mission of ending homelessness in DuPage County; and

WHEREAS, the COUNTY requires professional services to prepare the application for funding to assist said Continuum of Care in its mission; and

WHEREAS, Optimum Management Resources (“CONSULTANT”) has experience and expertise in this area, is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed Thirty-Seven Thousand Three Hundred Fifty and 00/100 Dollars (\$37,350.00); and

NOW, THEREFORE, in consideration of the promises, 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 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 exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which is hereby incorporated by reference. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 6.0, below, unless otherwise modified as provided herein.

2.2 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensations and Scope of Work shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 below, except as allowed in Paragraph 15.3, below.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of Community Services of the COUNTY, (hereinafter referred to as the "Director"), in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chair.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 6.3, 6.4, 7.1, 8.2, 8.3, and 21.2, as well as any requirements contained in Exhibits A, B and C attached hereto.

- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any technical subconsultants to complete COUNTY ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 6.3..
- 4.2 Any subconsultant(s) hired by the CONSULTANT shall be supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY under this AGREEMENT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work no later than five (5) working days after the execution of this AGREEMENT, or on January 1, 2026, whichever is later, unless delayed by the submittal of a schedule as required in subparagraph 5.2. Under this AGREEMENT, the COUNTY is not liable and will not pay the CONSULTANT for any work performed before January 1, 2026.
- 5.2 Unless otherwise defined in the Scope of Work or attached hereto as Exhibit B, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of commencement under subparagraph 5.1. The submittal of said schedule shall be at the discretion of the COUNTY and is subject to approval by the COUNTY. All of the services required hereunder shall be completed in accordance with the schedule as accepted, but in no event later than December 31, 2026, unless the term of this AGREEMENT is extended in accord with Paragraph 14.1 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by

changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 COMPENSATION

- 6.1 The COUNTY shall pay the CONSULTANT for services rendered during the term of this AGREEMENT and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 6.2 For services performed, the COUNTY shall pay CONSULTANT in accord with the Schedule of Fees attached and incorporated hereto as Exhibit "C" and as set forth in the following paragraphs. The CONSULTANT may not charge the COUNTY for direct expenses not provided for in the Schedule of Fees. In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 6.3 The CONSULTANT shall submit its progress reports/invoices for tasks completed and services rendered to the COUNTY on a not more often than a monthly basis. Each progress report/invoice shall summarize the tasks performed and the hours spent and the corresponding money being billed. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the County. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 6.4 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Thirty-Seven Thousand Three Hundred Fifty and 00/100 Dollars (\$37,350.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work unless this AGREEMENT is modified pursuant to Article 14.0.
- 6.5 Upon receipt, review and approval of properly documented progress reports, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts requested, provided that the amounts requested together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, as a whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, “Local Government Prompt Payment Act.”
- 6.6 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

7.0 DELIVERABLES

- 7.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Director directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference..

8.1 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a Worker's Compensation Insurance in statutory amounts.
- 8.1.b Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than Two Million and 00/100 dollars (\$1,000,000.00) aggregate; including limits of not less than one million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability.

An Endorsement must also be provided naming the County of DuPage its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY, copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance. The CONSULTANT shall provide copies of the above Insurance Policies upon the request of the COUNTY.
- 8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.
- 8.4 CONSULTANT'S insurance required by Paragraphs 8.1.b, above, shall name the COUNTY, its officers, employees and agents as additional insured parties. The Certificate of Insurance shall state: "The County of DuPage, its officers, employees and agents are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against

all liability, claims, suits, demands, 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 CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and subconsultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly accepted in the industry.
- 10.2 The CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its subconsultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this

provision.

- 10.4 Acceptance of the work shall not relieve the CONSULTANT of responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 7.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY. In the event any of the above items are lost or damaged while in CONSULTANT'S possession, such items shall be restored or replaced at CONSULTANT'S expense.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 In the performance of Services, CONSULTANT may have access to certain information that is not generally known to others ("CONFIDENTIAL

INFORMATION”). CONSULTANT agrees not to use or disclose to any third party, except in the performance of Services, any CONFIDENTIAL INFORMATION or any records, reports or documents prepared or generated because of this AGREEMENT without the prior written consent of the COUNTY. CONSULTANT shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall CONSULTANT disseminate any information regarding Services without the prior written consent of the COUNTY. CONSULTANT agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by CONSULTANT under this AGREEMENT. The terms of this Paragraph shall survive the expiration or termination of this AGREEMENT.

- 12.4 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.5 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH STATE AND OTHER LAWS

- 13.1 The CONSULTANT, and subconsultant(s), shall comply with Federal, State, COUNTY and local statutes, ordinances and regulations, and will obtain permits, or other mandated approvals, whenever applicable, in the performance of Services under this AGREEMENT
- 13.2 The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly executed by both parties.
- 14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Article 16.0, or
 - (b) The expiration of this AGREEMENT on December 31, 2026, or to a new date agreed upon by the parties, or
 - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 31, 2026.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT

after the expiration date set forth in Paragraph 15.1(b), above, or after early termination of this AGREEMENT. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the expiration or termination of this AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 7.1, above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of local government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0 above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY's election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 17.3 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.

- 17.4 In the 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.

18.0 ASSIGNMENT

- 18.1 This AGREEMENT may be assigned by either party provided; however, such an assignment shall be first approved, in writing, by the other party.

19.0 SEVERABILITY

- 19.1 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.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1 above, in order to remedy and/or replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

- 20.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court, DuPage County, located in Wheaton, Illinois.

21.0 NOTICES

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

County of DuPage
421 North County Farm Road
Wheaton, IL 60187
Fax: 630-407-6501
Email: mary.keating@dupagecounty.gov
Attn: Mary A. Keating, Director of Community Services

Optimum Management Resources
1513 N. Columbia
Naperville, IL 60563
Fax: 630-926- 5238

Email: peglijewski@gmail.com
Attn: Margaret White Lijewski, President

- 20.3 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours (8:00a.m. – 4:30p.m. CST or CDT, Monday-Friday); (b) served by facsimile transmission during regular business hours; (c) served by email during regular business hours with a return acknowledgement of receipt by the receiver; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally, by facsimile transmission, or by email shall be effective upon receipt and acknowledgement, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

- 22.1 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.

23.0 FORCE MAJEURE

- 23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 REPRESENTATIONS AND WARRANTIES OF CONSULTANT

- 24.1 CONSULTANT represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the Term of this AGREEMENT.
- 24.2 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
- 24.3 Good Standing. CONSULTANT is not in default and has not been deemed by the COUNTY to be in default under any other AGREEMENT with the COUNTY during the five (5) year period immediately preceding the effective date of this AGREEMENT.

- 24.4 Authorization. In the event CONSULTANT is an entity other than a sole proprietorship, CONSULTANT represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of the CONSULTANT is duly authorized by CONSULTANT and has been made with complete and full authority to commit CONSULTANT to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of CONSULTANT.
- 24.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by, on behalf of, or to CONSULTANT in relation to this AGREEMENT or as an inducement for the award of this AGREEMENT..

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

COUNTY OF DUPAGE

OPTIMUM MANAGEMENT
RESOURCES

BY: _____

BY: _____

DEBORAH A. CONROY
CHAIR, DUPAGE COUNTY BOARD

MARGARET WHITE LIJEWSKI
PRESIDENT, OMR

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, COUNTY CLERK

NAME:
TITLE:

EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for the services of Optimum Management Resources for preparation of the application to receive funds under the federal Continuum of Care program and the research and engagement necessary to prepare such an application. DuPage County, as recipient of CDBG funds, has stated the importance of the Continuum of Care and the CoC application for funding in its Consolidated Plan, demonstrating that such an activity is necessary to achieve its community development objectives.

Optimum Management Resources will fully prepare, for submission, the Continuum of Care funding application in the HUD internet-based grants management systems, e-snaps. This preparation includes using systems of e-snaps, SAGE, including any updates, training and multiple reviews of each applicant's application for accuracy. This will entail a review of each applicant's Annual Performance Report for information needed to be used in the Consolidated Application process.

The Consultant will continue to provide technical assistance on funding strategies for most effective use of HUD funds and ensure that tasks necessary for maximum points on the annual Continuum Consolidation application are completed throughout the year in a timely manner. In addition, the Consultant will be a liaison, in coordination with designated DuPage County Staff, with the HUD personnel in the Chicago regional office and in Washington, D.C. and provide technical assistance to all continuum members as necessary. There will be ongoing communication with the Housing Supports and Self-Sufficiency Unit Administrator, the Continuum Planner, CoC Committee Chairs, Continuum members, the Regional Roundtable Coordinator, and the Community Development Department staff.

EXHIBIT B DELIVERABLES

This task shall consist of the following specific activities.

- Prepare Annual Notice of Request for CoC new and renewal Project Applications each year with guidelines and deadlines.
- Prepare schedule of CoC internal application deadlines.
- Prepare annual HUD project renewal list with amounts and project descriptions after awards are announced.
- Review and analyze the Homeless Populations data on the master HMIS PIT report and in HDX prior to submission. Consult with HMIS and CoC Planner on data revisions/questions, notes and methodology sections.
- Review and analyze the Housing Inventory data on the master HIC HMIS report with comparisons/explanations and new projects verification prior to entry in HDX.
- Prepare Housing Inventory reports by Housing type for website.
- Prepare Populations Charts for posting on website.
- Complete PIT Comparison Summary report for the CoC after final submissions in HDX.
- Complete 2026 HUD Grants Inventory Worksheet, ensuring all projects are included with correct funding amounts and completing any change forms to HUD field office.
- Complete the annual CoC registration process and confirmation of geography and funding amounts in E-snaps.
- Complete registration summary in E-snaps for final approval.
- Review the update of the Continuum Applicant Profile in e-snaps.
- Complete a thorough reading and review of the 2026 HUD CoC Notice of Fund Opportunity and all Detailed Instructions modules. Complete a draft of all CoC application questions in Word to work outside of e-snaps.
- Prepare Continuum NOFO Notice of Local Competition after it is announced, including Bonus project rules and re-allocation rules based on complete review of HUD CoC Program Section.
- Consult with applicants on the types of projects which are eligible, project budgets, and match requirements.
- Prepare an e-snaps Project application template for both new and renewal projects for agency applicants based on Continuum NOFO requirements.
- Provide consultation and training to the project applicants on electronic application procedures, accurate completion of project application; leveraging questions; and the application submission process.
- Provide a review of each HUD project application template with written feedback to applicants on corrections or additions via email prior to electronic data entry.
- Provide a complete Project List with tiering amounts to the Leadership Committee meeting.
- Assist in reviewing project applications and provide technical assistance on tiering at the Leadership Committee Tiering meeting for determining project tiering order for the Project Priorities.

- After Leadership decisions, complete final Project Tiering List, Projects Accepted memo, and Projects Rejected-Reduced memo with rationale for approval by CoC Lead.
- Compile all required aggregate information from project applications and other sources needed for the consolidated CoC application.
- Review all project submissions into e-snaps for accuracy and send back for amendment any project that requires corrections. Continue to review submissions till 100% accurate.
- Obtain all required attachment documents, create cover pages, and review them to ensure they meet requirements.
- Coordinate all required public postings of documents with Continuum Planner. Compile documents for the required public postings with instructions for the posting including dates and wording on the website. Work in coordination with CoC lead agency staff to provide training and continuity of the CoC application process.
- Ensure complete electronic entry of the HUD Project Priority Listings module in e-snaps in accordance with all guidelines and requirements. Ensure that projects submitted are accurately listed in funding priority order. Work in coordination with CoC lead agency staff to provide training and continuity of this process.
- Ensure completion of the HUD Continuum Consolidated application and documentation requirements in accordance with all guidelines and attachment requirements. Work in coordination with CoC lead agency staff to provide training and continuity of process.
- Complete any necessary revisions or modifications to all project applications, CoC Consolidated application, and Project Priority Listing and coordinate final electronic submission with CoC Lead. Work in coordination with CoC lead agency staff to provide training and continuity of this process.
- Consultation with HUD regarding interpretation of regulations as necessary. Submit questions to help desk as needed to ensure correct interpretation of instructions and regulations and to correct glitches in e-snaps.
- Complete CoC Annual NOFO Report with recommendations and performance results after completion of the CoC application.
- Based on NOFO, provide consultation and feedback to the Leadership Committee on revisions to the next year CoC Ranking Criteria to be consistent with HUD priorities. Consult with Planner on revisions to Business Plans and Cost Forms for next year.
- Provide HUD grantees with ongoing technical assistance throughout the application process.
- Ongoing consultation with Continuum Planner and the designated staff in the DuPage County Dept of Community Services.
- In coordination with COC agency staff, update CoC Preliminary project evaluation, Business Plan and Cost Forms for renewal and new projects. Develop a separate application for Coordinated Entry.
 - Oversight and review of Neighborly platform for the CoC application process.
 - Complete Review and update the current Ranking Criteria and scoring points. Ensure that the Neighborly scoring sheet matches.

- Follow up with Neighborly staff on changes needed and correct loading of application forms. Check the Reviewer portal, Score Summary export in Neighborly.
 - Review and update the CoC Program Overview, preliminary project evaluation, business plan, DV questionnaire and cost forms in Neighborly.
 - Review and update Score Assist Summary worksheet for CoC reviewer scoring. Assist with preliminary review of scoring for individual anomalies and follow up on these.
- As applicable, complete Debriefing Summary on the scoring of the previous year COC applications for distribution to the Leadership with score comparisons report from the Regional Roundtable members.

EXHIBIT C SCHEDULE OF FEES

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following project costs and payment terms.

Project Cost:

Total Project cost shall not exceed Thirty-Seven Thousand Three Hundred Fifty and 00/100 Dollars (\$37,350.00). COUNTY shall be responsible for payment to CONSULTANT for said cost.

Payment Terms:

Payments will be billed as activities are completed. All requests for payment shall be accompanied by a list describing the scope of work accomplishments for the time period covered by the request.