

## REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this 15<sup>th</sup> day of December, 2023, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Grace Episcopal Church of Oak Park, an Illinois not-for-profit corporation (hereinafter referred to as "Grace Episcopal").

### RECITALS

**WHEREAS**, Grace Episcopal will house approximately twenty (20) asylum seekers at its property located at 924 Lake Street, Oak Park, Illinois 60301 ("Property"), and due to the housing being provided, Grace Episcopal will need additional weekly refuse pick-ups at its Property; and

**WHEREAS**, the Village shall reimburse Grace Episcopal for the additional refuse pick-ups above Grace Episcopal's current service level of one (1) weekly refuse pick-up.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the Requester and the Village agree as follows:

1. **Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.

2. **Reimbursement by the Village.** The Village shall reimburse Grace Episcopal for additional weekly refuse pick-ups above its current one (1) weekly refuse pick-up to a maximum reimbursement of \$45.00 per week. Grace Episcopal shall provide the Village with invoices for reimbursement, which shall be subject to the Village's approval. The Village's approval shall not be unreasonably withheld. The Village shall reimburse Grace Episcopal for undisputed invoices within thirty (30) days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

3. **Indemnification and Hold Harmless.** Grace Episcopal shall protect, defend, indemnify and hold harmless the Village and its officers, officials, employees, agents and volunteers from all deaths, loss, costs, claims, expenses, liabilities, suits, judgments and damages including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") due to the additional refuse pick-ups set forth herein. This paragraph and the obligations set forth herein shall survive the term of this Agreement.

4. **Insurance.** Grace Episcopal shall obtain, maintain and provide to the Village, and shall cause any contractor providing additional refuse pick-ups at the Property to obtain, maintain and provide to the Village, proof of comprehensive general liability insurance in the minimum amount of at least \$1,000,000.00 combined, single limit coverage, naming the Village and its officers, officials, employees, agents and volunteers as additional insureds and with coverages reasonably satisfactory to the Village.

5. **Billing Address.** Any applicable invoices to be provided to the Village pursuant to this Agreement shall be sent by United States mail or email to the address set forth below and shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing:

**Billing Address:** Joseph Terry  
Deputy Fire Chief  
Village of Oak Park  
100 North Euclid Avenue  
Oak Park, Illinois 60301  
Email: [jterry@oak-park.us](mailto:jterry@oak-park.us)

6. **Term.** This Agreement shall be in full force and effect commencing on the Effective Date and continuing through March 31, 2024. This Agreement shall and shall inure to the benefit of and be enforceable by Grace Episcopal and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

7. **Binding Effect.** The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

8. **Effective Date.** The effective date of this Agreement as reflected above shall be the last date of execution by a party to this Agreement as reflected below.

9. **Counterparts; Facsimile or PDF/Email Signatures.** This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

GRACE EPISCOPAL CHURCH

Andrew Novak Bishop

By:

Its: Senior Warden  
Grace Church

Date: Dec. 13, 2023

VILLAGE OF OAK PARK

[Signature]

By:

Kevin J. Jackson

Its:

Village Manager

Date: December 5, 2023

**REVIEWED AND APPROVED  
AS TO FORM**

[Signature]  
DEC 14 2023

**LAW DEPARTMENT**