



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT

This agreement, made this _____ day of _____, 2023, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, City of Aurora, an Illinois governmental agency hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 44, Section 85 of Public Act 102-0698, effective July 1, 2022 (Public Act 102-0698, effective July 1, 2022) (the Public Act), the Illinois General Assembly has appropriated from the General Revenue Fund to the Attorney General the sum of \$5,000,000, or so much thereof as may be necessary, for grants to law enforcement agencies to investigate and prosecute organized retail crime.

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, not signed, together with plans and specifications State of Illinois, as contemplated by the Public Act; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with all applicable standards and procedures; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Public Act and in consideration of Grantee's representations contained in its grant proposal dated, not signed, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of 12 months, commencing July 1, 2023, and ending June 30, 2024, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall operate a program in accordance with "Program Description and "Clients Served" of the application submitted to the Administrator;

(b) Grantee shall use \$85,630.00 as outlined in the Budget of the application. Funds are available to program expenditures as shown in the Budget, Exhibit A.

(c) Grantee shall maintain an accounting system that substantially comports with the requirements set forth in the provisions of Title 89, Section 1100.200 of the Illinois Administrative Code (89 Ill. Adm. Code §1100.200);

(d) Grantee shall submit to the Administrator financial and activity reports by July 15, 2024 or at the completion of the funded project, whichever comes first. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than July 15, 2024. Such reports shall substantially comport with Title 89, Section 1100.270 (a) and (b) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.270 (a) and (b)). Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(e) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(f) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support to Grantee in the amount of \$85,630.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing before August 30, 2023, on the conditions that sufficient funds have been deposited and that such funds have been appropriated for the purposes of this Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend

the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

(a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;

(b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or

(c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than \$1,000 may be transferred within the budget without prior consent if done substantially in accordance with the requirements and restrictions of Title 89, Sections 1100.230 (e) (2) (A) – (E) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.230 (e)(2)(A) – (E)).

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

6. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Violent Crime Victims Assistance Fund.

7. EXPENDITURE OF GRANT FUNDS.

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*)

(b) Grantee agrees that neither it nor its employees shall:

1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is not a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 *et seq.*) and the Solicitation For Charity Act (225 ILCS 460/0.01 *et seq.*), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau. Grantee, if subject to either of these Acts, agrees to notify the Administrator of the filing of appropriate registration materials and annual reports with the Attorney General's Charitable Trust Bureau that occurs after the date of this Agreement. Failure to timely submit all appropriate materials and reports to the Charitable Trust Bureau may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

10. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Special Project Grant Agreement, Grantee certifies that services, programs, activities provided under this Special Project Grant Agreement are and will continue to be in compliance with the ADA.

11. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

13. BRIBERY. Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

14. FELONY CONVICTION. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

15. SARBANES-OXLEY ACT. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C.

§7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

16. NON-ASSISTANCE CERTIFICATION. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

17. DEBT DELINQUENCY. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

18. USE TAX. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

19. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is

no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. **FORCED LABOR.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

21. **CHILD LABOR CERTIFICATION.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

22. **EDUCATIONAL LOANS.** To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

23. **BID RIGGING AND BID ROTATING.** Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

24. **DUES TO CLUBS WHICH DISCRIMINATE.** Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

25. **INTERNATIONAL ANTI-BOYCOTT.** Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

26. **DRUG FREE WORKPLACE CERTIFICATION.** This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and

agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

(a) Publishing a statement:

i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;

ii) Specifying the actions that will be taken against employees for violations of such prohibition; and

iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

A) Abide by the terms of the statement; and

B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

i) The dangers of drug abuse in the workplace;

ii) Grantee's or contractor's policy of maintaining a drug free workplace;

iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

iv) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).

28. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: City of Aurora

(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 36-6005778

Grantee certifies that it is performing the services covered by this Agreement as a(n):
(please check one)

- Individual
- Sole Proprietorship
- Single-Member Limited Liability Company
- C Corporation
- S Corporation
- Partnership
- Estate or trust
- Limited Liability Company (select applicable tax classification)
 - C Corporation
 - S Corporation
 - Partnership
- Other: _____
 - Governmental Entity—Political Subdivision of the State of Illinois
 - Nonprofit corporation exempt under IRS Code Section 501(c)(3)

29. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

X The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

30. **EXPATRIATED ENTITY CERTIFICATION.** As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.

31. **NOTICES.** All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR:

Attorney General of the State of Illinois
Violent Crime Victims Assistance Program
100 West Randolph Street, 12th Floor
Chicago, Illinois 60601

GRANTEE:

City of Aurora
1200 E. Indian Trail Road
Aurora, IL 60505

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is 24-0200ORC.

32. **MAINTENANCE OF RECORDS.** Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid under the Special Project Grant Agreement for which adequate

books, records, and supporting documentation are not available to support their purported disbursement.

33. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

34. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

35. APPLICABLE LAWS. The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator:

By: _____
Kwame Raoul, Illinois Attorney General

Date

Grantee: _____

Signature: Keith M. Cross

Type or print name and title Keith M. Cross, Chief of Police

Date _____

GRANTEE CERTIFICATION:

I, Keith M. Cross, Chief of Police
(Print Name) (Print Title)

hereby certify under oath, in accordance with section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4, that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

Keith Cross
(Signature)

Subscribed and sworn before me on this 19th day of Oct., 2023

Beth A. Carter
Notary Public



EXHIBIT A
Grant Award
PROJECT BUDGET
24-0200ORC

Equipment	
L6Q Cameras	\$18,218.10
LSF Cameras	\$57,411.90
Training	
Overtime Pay	
Officer ORC Activities	\$10,000.00
Total	\$85,630.00