

# OFFICE OF THE ATTORNEY GENERAL STATE OF ILLINOIS

KWAME RAOUL ATTORNEY GENERAL

### ORGANIZED RETAIL CRIME GRANT PROGRAM GRANT AGREEMENT 25-0255ORC

This agreement entered into this <u>6th</u> day of <u>September</u>, 2024, 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 Calumet City, an Illinois governmental agency hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 38, Section 30 of Public Act 103-0589, effective July 1, 2024 (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, 2024, and ending June 30, 2025, 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 \$29,000.00 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 each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the reporting period. 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 \$29,000.00. 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 September 30, 2024, 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, and the Grantee has signed, notarized and returned an Agreement document to the Administrator prior to the processing date.

- 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.
- 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).
- 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.

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- 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

- 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 Organized Retail Crime Program.

## 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

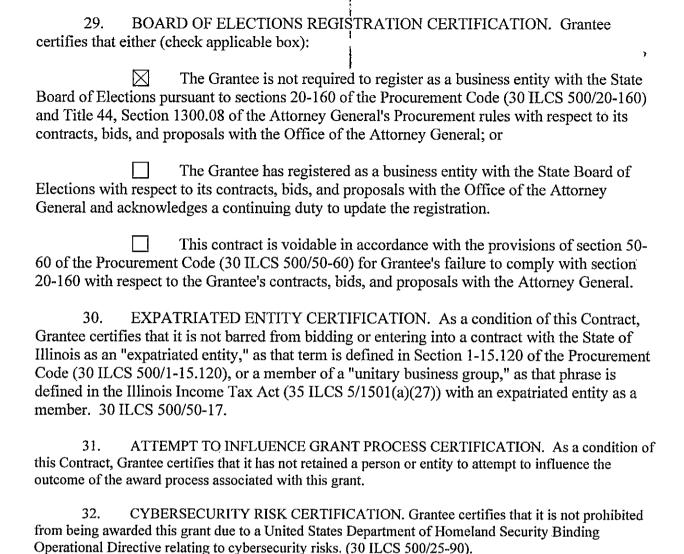
no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

- 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.
- 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: <u>City of Calumet City</u> (This should match the exact name on file with the IRS for the TIN Number provided below)
TIN Number (Federal Employer Identification Number): 36-6005813
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)



LEGAL ENTITY AUTHORIZED TO TRANSACT BUSINESS IN ILLINOIS.

Grantee certifies that it is a legal entity as of the date for submitting an application for the grant award contemplated by this Agreement. A person (other than an individual acting as a sole proprietor) must be a

duly constituted legal entity to qualify as a grantee prior to submitting an application for the grant contemplated by this Agreement. The legal entity must be authorized to transact business or conduct

affairs in Illinois prior to execution of this Agreement,

34. 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 115 South LaSalle Street Chicago, Illinois 60603

**GRANTEE:** 

City of Calumet City 1200 Pulaski Road Calumet City, IL 60409



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 25-0255ORC.

- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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 was an agreement in all respects by the laws of the State of Illinois.

MICHELLE DAWN TURNER
Notary Public State of Illinosa
Commission No 985735
My Commission Expires January 18, 2025

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	
9/6/24	
Date	
Grantee: City of Calumet City	<u>/</u>
By: Thaddeus M. Jones, Mayo	יר
Signature:	Ore
Type or print name and title:	S H. Jones, Hayor
Date 8/29/2024	
GRANTEE CERTIFICATION:	
I, Thaddeus M. Jones (Print Name)	, Mayor, Calume+City
(Print Name)	(Print Title)
hereby certify under oath, in accordance with Recovery Act (30 ILCS 705/4), that all inform correct to the best of my knowledge, informat that the funds shall be used only for the purpo that the award of grant funds is conditioned up	nation in this Grant Agreement is true and ion and belief. I further certify, under oath, ses set forth in this Grant Agreement and
Mulleur Hone	<b>-</b> -
(Signatu	re)
Subscribed and sworn before me on this 29	day of August 2024.
Michelle Dawn Yuin Notary Public	u
Notary Public	
ý	OFFICIAL SEAL

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OFFICIAL SEAL
MICHELLE DAWN TURNER
Notary Public, State of Ultinois
Commission No. 985735
My Commission Expires January 18, 2025

## EXHIBIT A

## Grant Award PROJECT BUDGET 25-0255ORC

Equipment	
LPRs	\$20,000.00
Training	
Cellebrite Training for 2	\$9,000.00
Total:	\$29,000.00