



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

December 9, 2024

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Frank DeSimone

Board of Trustees
Rosa Carmona
Ann Franz
Marie T. Frey
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Nicholas Panicola Jr.
Armando Perez

Village Clerk
Nancy Quinn

Interim Village
Manager
Daniel Schulze

Mr. Ed Vogel
Email: ed@lucvparsnslabs.com

Re: December 1, 2024 FOIA Request

Dear Mr. Vogel:

I am pleased to help you with your December 1, 2024 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on December 2, 2024. You requested copies of the items indicated below:

"Pursuant to the Illinois Freedom of Information Act, I hereby request the following records:

- A copy of all documents, including but not limited to, applications, agreements, and reporting documents related to the \$35,000 awarded to the Bensenville Police Department for the Illinois Attorney General FY25 Organized Retail Crime Grant program.

- A copy of all documents, including but not limited to, applications, agreements, and reporting documents related to the \$18,000 awarded to the Bensenville Police Department for the Illinois Attorney General FY24 Organized Retail Crime Grant program."

Your FOIA is hereby granted with the enclosed records.

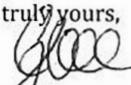
Signatures, FEIN Numbers and Tax Exemption numbers have been withheld under Section 7(1)(b) of FOIA.

Section 7(1)(b) of FOIA provided that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords, or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person." 5 ILCS 140/2(c-5). Consequently, certain identifiers have been redacted from the records being provided.

Pursuant to Section 9 of the FOIA, 5 ILCS 140/9, I am required to advise you that I, the undersigned Freedom of Information Officer, reviewed and made the foregoing determination to deny a portion of your FOIA Request as indicated. Should you believe that this Response constitutes an improper denial of your request, you may appeal such by filing a request for review within sixty (60) days of the date of this letter with the Public Access Counselor of the Illinois Attorney General's Office, Public Access Bureau, 500 South Second Street, Springfield, Illinois 62706; telephone 1-887-299-FOIA; e-mail: public.access@ilag.gov. You may also have a right of judicial review of the denial under Section 11 of the FOIA, 5 ILCS 140/11.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

From: Ed Vogel <ed@lucyparsonslabs.com>
Sent: Sunday, December 1, 2024 8:11 AM
To: FOIA Request
Subject: FOIA Request

17360

CAUTION: This email originated from outside of the organization.

To Whom It May Concern:

Pursuant to the Illinois Freedom of Information Act., I hereby request the following records:

- A copy of all documents, including but not limited to, applications, agreements, and reporting documents related to the \$35,000 awarded to the Bensenville Police Department for the Illinois Attorney General FY25 Organized Retail Crime Grant program.
- A copy of all documents, including but not limited to, applications, agreements, and reporting documents related to the \$18,000 awarded to the Bensenville Police Department for the Illinois Attorney General FY24 Organized Retail Crime Grant program.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 5 business days, as the statute requires.

RECEIVED

DEC 02 2024

Village of Bensenville
Village Clerk's Office



Bensenville PD FY2024 Organized Retail Crime Grant Program

Prepared by Bensenville Police Department
for Illinois Office of the Attorney General FY2024 Organized Retail Crime Grant Program

Submitted by Eric Zodrow

Submitted on 08/29/2023 10:32 AM Central Standard Time



Opportunity Details

Opportunity Information

Title

FY2024 Organized Retail Crime Grant Program

Description

Awarding Agency Name

Office of the Illinois Attorney General, VCVA Program

Agency Contact Name

Kathy Carroll

Agency Contact Email

kathy.carroll@ilag.gov

Fund Activity Categories

Law, Justice and Legal Services

Category Explanation

Funding Purposes

The ORC funding is intended to:

- 1) Enhance law enforcement collaboration in combatting organized retail crime;
- 2) Enhance ongoing investigations of organized retail crime;

- 3) Provide training to law enforcement and prosecutors in the investigation and prosecution of organized retail crimes;

- 4) Support overtime for law enforcement in investigations of organized retail crime in both the home agency of officers and in collaboration with the Attorney General's Organized Retail Crime Task Force.

Departments

Subjects

Announcement Type

Initial Announcement

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/d62ac299-c6f0-4790-bcd6-e578e5731afd>

Is Published

Yes

Funding Information

Funding Sources

State

Funding Source Description

Funding Restrictions

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current



service year is an allowable expense.

Award Information

Award Period

07/01/2023 - 06/30/2024

Award Type

Competitive

Capital Grant

No

Indirect Costs Allowed

No

Matching Requirement

No

Submission Information

Submission Window

06/20/2023 12:00 AM - 08/31/2023 5:00 PM

Submission Timeline Additional Information

Term of Grant: July 1, 2023 – June 30, 2024

Submit application: August 31, 2023

Other Submission Requirements

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current service year is an allowable expense.

Question Submission Information

Question Submission Email Address

kathy.carroll@ilag.gov

Technical Assistance Session

Technical Assistance Session

No

Eligibility Information

Eligibility Type

Public

Eligible Applicants

- State Governments
- County Governments
- City or township governments
- Special District Governments

Additional Eligibility Information



Additional Information

Additional Information URL

Additional Information URL Description

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current service year is an allowable expense.

Award Administration Information

Reporting

Quarterly Expenditure Reports due 15 days after the close of each quarter.

October 15, January 15, April 15, July 15

Performance Plan due by July 15, 2024.

Other Information

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current service year is an allowable expense.

Project Information

Application Information

Application Name
Bensenville PD FY2024 Organized Retail Crime Grant Program

Award Requested
\$78,000.00

Total Award Budget
\$78,000.00

Primary Contact Information

Name
Eric Zodrow

Email Address
ezodrow@bensenville.il.us

Address
**345 East Green Street, 345 East Green Street
Bensenville, IL 60106**

Phone Number
(630) 594-1047

Reconciliation Methods

Allowable Reconciliation Methods
Reimbursement

Attachments

Justification For Reconciliation Method

Supporting Documentation
letter of intent rt grant



Project Description

Applicant Organization Information

Important Notice

1. Agency Information

1.1 Agency Name

Bensenville Police Department

1.2 Physical Street Address

345 E Green St

1.3 City

Bensenville

1.4 Zip Code

60106

1.5 Telephone Number

6303503455

1.6 Fax Number

6303500855

1.7 E-mail Address

ezodrow@bensenville.il.us

1.8 Mailing Address (If different from address above)

1.9 City

1.10 Zip Code

2. Staff Information

2.1. Chief Executive Officer

2.1a. First Name-CEO

Daniel

2.1b. Last Name-CEO

Schulze

2.1c. E-mail Address

dschulze@bensenville.il.us

2.2. Chief Financial Officer

2.2a. First Name-FO

Bruno

2.2b. Last Name-FO

Bellissimo

2.2c. E-mail Address

bbellissimo@bensenville.il.us



Bensenville PD FY2024 Organized Retail Crime Grant Program
Bensenville Police Department

2.3. Grant Contact Person (Person who has primary responsibility for grant management)

2.3a. First Name

Eric

2.3b. Last Name

Zodrow

2.3c. Telephone Number

6305941047

2.3d. E-mail Address

ezodrow@bensenville.il.us

3. Organization Type

3.1 Program Type (Choose one)*

Law Enforcement Agency ▼

3.2. FEIN Number

[REDACTED]

3.3. Describe your service area (Mark all that apply)

Urban
 Suburban
 Rural

3.4. Counties Served - (Mark only the county of the primary office)

DuPage County ▼

4. Applicant Certification

Form can be printed by clicking the 'Print' icon located in the same row of the form on the Application Form Page.

****Please click SAVE before printing.**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

Authorized Signature

Date

Signer's Full Name



Signer's Title

Upload the signed FY23 Applicant Organization Information Certified page here.

You will not be able to Mark this Page as Complete or submit the application without first uploading this document.

Please upload the signed and completed Applicant Organization Information page.

rt grant signature.pdf, letter of intent rt grant.pdf

When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click Save or Save & Continue to fill out the missing information at a later time.



Training for Law Enforcement

Describe the type of training requested

Training

How many individuals will be trained?

Number Trained

When will the training be completed?

Timing

Upload a training brochure, if available

When you're finished answering the questions on this page, click **Mark as Complete**. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click **Save** or **Save & Continue** to fill out the missing information at a later time.



Overtime Reimbursement for Law Enforcement Agencies

How many Officers are included in this request?

How many Officers included

How many hours of overtime are included in this request?

How many hours included

Describe the type of work that will be performed with this overtime request?

Type of work

When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click Save or Save & Continue to fill out the missing information at a later time.



Request to Embed Personnel in The Attorney General's Taskforce

Purpose

What is the purpose of assigning personnel to the Attorney General's ORC Task Force?

Outcome

What is the desired outcome of this assignment?

Duration and Time

What is the expected duration of this placement? What are the anticipated number of overtime hours for this placement?

Special Skills

What special skills can the embedded officer offer the Task Force?

When you're finished answering the questions on this page, click **Mark as Complete**. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click **Save** or **Save & Continue** to fill out the missing information at a later time.



Specific Investigation Request

A. Background Facts About the Case

A.1. What is the basis for initiating this case?

A.2. Provide the following information about the targeted organization:

A.2.a. Geographic scope of criminal operation

A.2.b. Approximate date range of criminal operations

A.2.c. Number of members of the targeted organization

A.2.d. Relevant criminal activities involved

A.2.e. Volume of illicit proceeds and estimated annual money laundering capacity of the organization?

A.2.f. Nature and extent of intimidation or violence, if any

A.2.g. Nature and extent of public corruption, if any

A.2.h. Use/trafficking of firearms/weapons and provide plan for deterrence

A.3. How would disruption or dismantlement of the target organization impact Organized Retail Crime?

A.4. Explain any connections to terrorist organization, national gangs, or other organized criminal activity.

A.5. If the target organization regularly moves, or directs movement of, contraband across the U.S. border, explain. Identify the investigative techniques used to produce evidence of such movements (e.g., human sources, wire intercepts, physical surveillance, undercover activities, etc.)

A.6. If the target organization's direct source of supply is based outside the U.S., explain. Identify the investigative techniques used to produce evidence of the foreign source.

B. Investigative Techniques and Goals

B.1. What are the overall goals and objectives of this investigation?

B.2. Describe your financial investigation:

B.2.a. The steps taken to further the financial investigation

B.2.b. The general results obtained to date

B.2.c. The additional financial investigative steps planned

B.2.d. The potential for asset seizures

B.2.e. The types of potentially forfeitable assets and the relationship of the assets to the targets or criminal activities

B.3. Describe any additional planned investigative techniques beyond those listed in Part 2 above

B.4. Describe the connection this case has to other investigations and/or jurisdictions.

B.5. Describe the contact made with those other jurisdictions by:

B.5.a. Agents involved in this case (and provide titles of person(s) contacted)

B.5.b. Prosecutors involved in this case (and provide titles of person(s) contacted):

C. Personnel/Resource Requirements

C.1. Explain the investigative responsibilities of each agency participating in this investigation.

C.2. If more than one prosecutor's office -federal, state, or foreign- is involved, explain the role and responsibilities of each prosecutor's office.

When you're finished answering the questions on this page, click **Mark as Complete**. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click **Save** or **Save & Continue** to fill out the missing information at a later time.



Equipment

Requested Equipment

Describe the requested equipment, where the equipment is to be placed, and the intended benefit from the equipment. Enter the numbers and amounts for each equipment item in the budget.

Description

- 6 FLOCK Automated License Plate Recognition cameras @ \$3,000 per camera per year = \$18,000 per year.
- 1 Unmarked Fully Outfitted Dodge Durango squad car for \$60,000

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current service year is an allowable expense.

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Equipment		
Automated License Plate Recognition Cameras	\$18,000.00	\$18,000.00
Unmarked Squad	\$60,000.00	\$60,000.00
Subtotal	\$78,000.00	\$78,000.00
Total Proposed Cost	\$78,000.00	\$78,000.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$78,000.00	\$78,000.00
Subtotal	\$78,000.00	\$78,000.00
Total Proposed Revenue	\$78,000.00	\$78,000.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Equipment

List all equipment requested including the number of items for each equipment category and the cost per unit of the equipment. Multi-year service contracts are allowable, but only the current year of the contract is eligible for funding in this grant cycle.

Unmarked Squad

1 fully equipped unmarked squad car.

Automated License Plate Recognition Cameras

6 Flock cameras costing \$3,000 per year



Bensenville Police Department

345 E. Green Street
Bensenville, IL 60106

Office: 630.350.3455
Fax: 630.350.0855

Chief of Police

Daniel Schulze

August 24, 2023

Illinois Attorney General's Office
Chicago Main Office

Re: Organized Retail Crime Grant Letter of Intent

This letter is to formally request organized retail crime grant funding to combat retail crime in the Village of Bensenville. In 2021, the Bensenville Police Department created a Real Time Crime Center (RTCC) which incorporates technology to help combat in-progress crime. By using technology to enhance our crime fighting capabilities, the Bensenville Police Department has greatly increased its effectiveness to catch criminals in the act and catch them with evidence making it easier to get convictions on these crimes. With the success of the RTCC and crime fighting efforts by our personnel, the Bensenville Police Department has been at the front of inspiring other jurisdictions to create their own RTCC entities. One effective tool of the RTCC is the use of Automated License Plate Recognition cameras. These cameras are strategically placed near retail establishments and entry points within the village. One intent of requesting this grant is for the Bensenville Police Department to expand this network of Automated License Plate Recognition cameras to provide more coverage within our jurisdiction.

Along with utilizing our RTCC to further our crime fighting capabilities, the Bensenville Police Department created a tactical team to provide a covert enforcement tool to act on the intelligence provided by the RTCC. The tactical team not only functions to enforce crimes in the Village of Bensenville, but it also provides manpower to a group of neighboring jurisdictions of tactical and investigative personnel called the Saturation Team. The tactical team depends on being covert in nature to effectively respond to in progress retail and other serious crimes. The other intent of requesting funds from this grant is to purchase an unmarked vehicle for our tactical team that can serve as a covert tool to help them be more effective.

Felonious retail theft, armed vehicular hijackings, stolen motor vehicle, and other serious crimes are on a drastic rise in the Chicagoland area. Targeted areas are jurisdictions near the city of Chicago and towns within proximity to interstates such as the Village of Bensenville. This grant request is for equipment to further the Bensenville Police Department's mission of combating retail crime in our community.

The Village would utilize grant funding for the following:

- One unmarked fully outfitted squad car \$60,000
- License Plate Readers - \$18,000

I greatly appreciate consideration for these grant funds which would assist us to further organized retail theft policing efforts.

Sincerely,

Chief of Police



Bensenville PD FY2024 Organized Retail Crime Grant Program
Bensenville Police Department

2.3. Grant Contact Person (Person who has primary responsibility for grant management)

2.3a. First Name

Eric

2.3b. Last Name

Zodrow

2.3c. Telephone Number

6305941047

2.3d. E-mail Address

ezodrow@bensenville.il.us

3. Organization Type

3.1 Program Type (Choose one)*

Law Enforcement Agency ▾

3.2. FEIN Number

3.3. Describe your service area (Mark all that apply)

- Urban
- Suburban
- Rural

3.4. Counties Served - (Mark only the county of the primary office)

DuPage County

4. Applicant Certification

Form can be printed by clicking the 'Print' icon located in the same row of the form on the Application Form Page.

****Please click SAVE before printing.**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

Authorized Signature

Date

Signer's Full Name

ERIC LOPROW



**OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS**

KWAME RAOUL
ATTORNEY GENERAL

**ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT**

This agreement, made this 7th day of November, 2023, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, Bensenville Police Department, 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 \$18,000.00 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 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 \$18,000.00. 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 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: Bensenville Police Department
(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): [REDACTED]

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):

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:

Bensenville Police Department
345 East Green Street
Bensenville, IL 60106

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 24-0235ORC.

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: Bensenville Police Department _____

Signature: _____

Type or print name and title Daniel Schulze Chief of Police _____

Date 11/07/2023 _____

GRANTEE CERTIFICATION:

I, Daniel Schulze _____, 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.

Subscribed and sworn before me on this 7 day of Nov, 2023

Notary Public

EXHIBIT A
Grant Award
PROJECT BUDGET
24-0235ORC

Equipment	
ALPR Cameras	\$18,000.00
Training	
Overtime Pay	
Total	\$18,000.00



BENSENVILLE
GATEWAY TO OPPORTUNITY

TAX EXEMPTION NUMBER
[REDACTED]

Purchase Order

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order Number

20240390

Purchase Order Date

02/13/2024

Department

Police Department

Please enter our order in accordance with prices, delivery and specifications given. Please include purchase order number on all correspondence.

Bill To PD
VILLAGE OF BENSENVILLE
ATTN: ACCOUNTS PAYABLE
12 SOUTH CENTER STREET
BENSENVILLE, IL 60106-1987
PHONE: (630) 766-8200

Ship To PD
PUBLIC SAFETY
345 E GREEN STREET
BENSENVILLE, IL 60106

Vendor 2118
FLOCK SAFETY
1170 HOWELL MILL RD NW
SUITE 210
ATLANTA, GA 30318

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		2118	20240452	Jessica Juarez	

NOTES

LICENSE PLATE READER SYSTEM-INV #INV-26635

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	YEARLY CONTRACT TO LEASE CAMERA TO PROVIDE INFORMATION ON LICENSE PLATES FOR CRIME ENFORCEMENT AND PREVENTION/STANDARD IMPLEMENTATION FEE-R45-2022 GL #: 11040110 - 548110	1.0000	EACH	\$13,750.0000	\$13,750.00

CONDITIONS - READ CAREFULLY

1. The right is reserved to cancel this order if not filled within the contract time, if specified. 2. The conditions of this order are not to be modified by any verbal understanding. 3. Acceptance of this order includes Acceptance of all terms, prices, delivery instructions, specifications and conditions stated. 4. INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER. 5. THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.

PLEASE FORWARD ALL INVOICES TO:

Village of Bensenville
ATTN: Accounts Payable
12 S. Center Street, Bensenville, IL 60106

IMPORTANT - To receive payment all invoices and shipping labels must show purchase order number.

Total Ext. Price \$13,750.00

Purchase Order Total \$13,750.00

Village Manager

DEPARTMENT COPY

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-26635
Invoice Date: 12/12/2023
Due Date: 1/11/2024
Payment Terms: Net 30
PO#:

Bill To: IL - Bensenville PD

Ship To: IL - Bensenville PD
345 East Green Street
Bensenville, Illinois 60106

Billing Company Name: IL - Bensenville PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Invoice is for both Year 2 + Year 1 One-Time Fees

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	5	\$2,500.00	\$0.00	\$12,500.00
Professional Services - Standard Implementation Fee	5	\$250.00	\$0.00	\$1,250.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services: <https://planner.flocksafety.com/public/3d0c98f2-3cc4-4df4-a040-2aab600c0048>

R 45-2622

Subtotal: \$13,750.00
Credit: \$0.00
Sales Tax: \$0.00
Total: \$13,750.00

YLY CONTR 2 USE
CAM

RECEIVED FEB - 8 2024

Payment Remittance Information

Pay by Check:

Pay by ACH:

If you have questions about your invoice or need to update your billing contact information, please email
billing@flocksafety.com.

11040110-5-48110

flock safety

INVOICE

* Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-26635
Invoice Date: 12/12/2023
Due Date: 1/11/2024
Payment Terms: Net 30
PO#:

Payable to: Flock Group Inc
Memo: INV-26635
Mail to: PO Box 121923
Dallas, TX 75312-1923

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code:
121140399 / SVBKUS6S

If paying by check, please include the remittance slip below.

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc Account: IL - Bensenville PD
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc Amount Due: \$13,750.00
UPS, FedEx, or 891923
USPS: 1501 North Plano Rd. ste 100
Richardson, TX 75081

Amount Enclosed: \$ _____



Bensenville PD FY25 OTC Grant

Prepared by Bensenville Police Department
for Illinois Office of the Attorney General FY25 Organized Retail Crime Program

Submitted by Eric Zodrow

Submitted on 06/29/2024 8:26 AM Central Standard Time



Opportunity Details

Opportunity Information

Title

FY25 Organized Retail Crime Program

Awarding Agency Name

Office of the Illinois Attorney General

Agency Contact Name

Sharon Dehn

Agency Contact Email

sharon.dehn@ilag.gov

Fund Activity Categories

Law, Justice and Legal Services

Category Explanation

The Organized Retail Crime funding is intended to help law enforcement combat organized retail criminal enterprises.

Funding is available for:

- Equipment
- Overtime Pay
- Investigations
- Training

Announcement Type

Initial Announcement

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/19d7c0ab-1e8a-48ba-9d39-524296b4d680>

Is Published

Yes

Funding Information

Funding Sources

State

Funding Restrictions

For agencies with a multi-year vendor contract in place, FY25 awarded funding will only cover one (1) year of the contract.

Award Information

Award Period

07/01/2024 - 06/30/2025

Award Type

Competitive

Capital Grant

No

Indirect Costs Allowed



No

Matching Requirement

No

Submission Information

Submission Window

05/31/2024 12:01 AM - 06/30/2024 11:59 PM

Submission Timeline Type

One Time

Submission Timeline Additional Information

Term of Grant: July 1, 2024 – June 30, 2025

Application Submission: May 31, 2024 - June 30, 2024

Question Submission Information

Question Submission Email Address

sharon.dehn@lag.gov

Eligibility Information

Eligibility Type

Public

Eligible Applicants

- State Governments
- County Governments
- City or township governments
- Special District Governments

Additional Eligibility Information

Award Administration Information

Reporting

Quarterly Expenditure & Narrative Reports are due 15 days after the close of each quarter.

October 15

January 15

April 15

July 15



Project Information

Application Information

Application Name
Bensenville PD FY25 OTC Grant

Award Requested
\$86,569.28

Total Award Budget
\$86,569.28

Primary Contact Information

Name
Eric Zodrow

Email Address
ezodrow@bensenville.il.us

Address
**345 East Green Street, 345 East Green Street
Bensenville, IL 60106**

Phone Number
(630) 594-1047



Project Description

Applicant Organization Information

Important Notice

1. Agency Information

1.1 Agency Name

Bensenville Police Department

1.2 Physical Street Address

345 East Green Street, Bensenville, IL, USA

1.3 City

Bensenville

1.4 Zip Code

60106

1.5 Telephone Number

6303503455

1.6 Fax Number

6303500855

1.7 E-mail Address

ezodrow@bensenville.il.us

1.8 Mailing Address (If different from address above)

1.9 City

1.10 Zip Code

2. Staff Information

2.1. Chief Executive Officer

2.1a. First Name-CEO

Daniel

2.1b. Last Name-CEO

Schulze

2.1c. E-mail Address

dschulze@bensenville.il.us

2.2. Chief Financial Officer

2.2a. First Name-FO

Lisa

2.2b. Last Name-FO

Banovetz

2.2c. E-mail Address

lbanovetz@bensenville.il.us



2.3. Grant Contact Person (Person who has primary responsibility for grant management)

2.3a. First Name

Eric

2.3b. Last Name

Zodrow

2.3c. Telephone Number

6305941047

2.3d. E-mail Address

ezodrow@bensenville.il.us

3. Organization Type

3.1 Program Type (Choose one)*

Law Enforcement Agency *

3.2. FEIN Number

[REDACTED]

3.3. Describe your service area (Mark all that apply)

- Urban
- Suburban
- Rural

3.4. Counties Served - (Mark only the county of the primary office)

DuPage County *

4. Applicant Certification

Form can be printed by clicking the 'Print' icon located in the same row of the form on the Application Form Page.

*Please click **SAVE** before printing.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

Authorized Signature

Date

Signer's Full Name



Signer's Title

Upload the signed FY25 Applicant Organization Information Certified page here.

You will not be able to Mark this Page as Complete or submit the application without first uploading this document.

Please upload the signed and completed Applicant Organization Information page.

[fy25 grant info sign page.pdf](#)

When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.



Training Narrative

Describe the type of training requested

Training

N/A

How many individuals will be trained?

Number Trained

When will the training be completed?

Timing

Upload a training brochure, if available

When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.



Overtime Narrative

Projected number of Officers included in this request?

Projected number of Officers

3

Explain why overtime is necessary, including the intended use of overtime funding as it relates to combatting organized criminal activities.

Explanation of overtime request

The Bensenville Police Department is currently short four officers with an anticipated two more officers leaving within 2025. Our tactical team that provides manpower for our regularly scheduled saturation patrols now has to assist our patrol division to cover for the shortage on the street. The request is for two saturation patrols per month for eight hours per saturation patrol.

Provide the number of projected hours for this request.

Projected hours

576

When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.



Specific Investigation Narrative

Investigation Funding

Provide a summary of the current investigation and the overtime, equipment, contractual expenses necessary to fulfil the needs of the investigation.

N/A

A. Background Facts About the Case

A.1. What is the basis for initiating this case?

A.2. Provide the following information about the targeted organization:

A.2.a. Geographic scope of criminal operation

A.2.b. Approximate date range of criminal operations

A.2.c. Number of members of the targeted organization

A.2.d. Relevant criminal activities involved

A.2.e. Volume of illicit proceeds and estimated annual money laundering capacity of the organization?

A.2.f. Nature and extent of intimidation or violence, if any

A.2.g. Nature and extent of public corruption, if any

A.2.h. Use/trafficking of firearms/weapons and provide plan for deterrence

A.3. How would disruption or dismantlement of the target organization impact Organized Retail Crime?

A.4. Explain any connections to terrorist organization, national gangs, or other organized criminal activity.

A.5. If the target organization regularly moves, or directs movement of, contraband across the U.S. border, explain. Identify the investigative techniques used to produce evidence of such movements (e.g., human sources, wire intercepts, physical surveillance, undercover activities, etc.)

A.6. If the target organization's direct source of supply is based outside the U.S., explain. Identify the investigative techniques used to produce evidence of the foreign source.

B. Investigative Techniques and Goals

B.1. What are the overall goals and objectives of this investigation?

B.2. Describe your financial investigation:

B.2.a. The steps taken to further the financial investigation

B.2.b. The general results obtained to date

B.2.c. The additional financial investigative steps planned

B.2.d. The potential for asset seizures

B.2.e. The types of potentially forfeitable assets and the relationship of the assets to the targets or criminal activities

B.3. Describe any additional planned investigative techniques beyond those listed in Part 2 above

B.4. Describe the connection this case has to other investigations and/or jurisdictions.



B.5. Describe the contact made with those other jurisdictions by:

B.5.a. Agents involved in this case (and provide titles of person(s) contacted)

B.5.b. Prosecutors involved in this case (and provide titles of person(s) contacted)

C. Personnel/Resource Requirements

C.1. Explain the investigative responsibilities of each agency participating in this investigation.

C.2. If more than one prosecutor's office -federal, state, or foreign- is involved, explain the role and responsibilities of each prosecutor's office.

When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.



Contractual Narrative

Explain the purpose of the Contractual funding as it relates to combatting organized retail crime activities.

Explanation:

The Bensenville Police Department pays for its Flock LPR cameras in a yearly software license.

Only one year of software license, equipment, or maintenance contracts is eligible for funding.



Equipment Narrative

Explain the purpose of the Equipment funding as it relates to combatting organized retail crime activities.

Explanation:

N/A

Number of units requested, placement, and intent of use:

One year of service or maintenance contract are allowable in the grant year. For multi-year contracts, only the current service year is an allowable expense.



Request to Embed Personnel in The Attorney General's Taskforce Narrative

Purpose

What is the purpose of assigning personnel to the Attorney General's ORC Task Force?

N/A

Outcome

What is the desired outcome of this assignment?

Duration and Time

What is the expected duration of this placement? What are the anticipated number of overtime hours for this placement?

Special Skills

What special skills can the embedded officer offer the Task Force?

When you're finished answering the questions on this page, click [Mark as Complete](#). An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click [Save](#) or [Save & Continue](#) to fill out the missing information at a later time.



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Contractual		
Flock Camera Quote	\$29,100.00	\$29,100.00
Flock OS	\$7,500.00	\$7,500.00
Subtotal	\$36,600.00	\$36,600.00
Over Time Pay		
Tactical Officers and Detective	\$49,969.28	\$49,969.28
Subtotal	\$49,969.28	\$49,969.28
Total Proposed Cost	\$86,569.28	\$86,569.28

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$86,569.28	\$86,569.28
Subtotal	\$86,569.28	\$86,569.28
Total Proposed Revenue	\$86,569.28	\$86,569.28

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Contractual

List any contractual services requested as individual line items. Multi-year service contracts are allowable, but only the current year of the contract is eligible for funding in this grant cycle.

Flock OS

Flock OS is an operating platform that integrates our Flock LPR cameras with other cameras.

Flock Camera Quote

Flock cameras and service fees



Over Time Pay

Include number of projected overtime hours dedicated to combatting organized criminal activities.

Tactical Officers and Detective

Two tactical officers and one detective pay averaged to \$83.28 per hour. Two saturation patrols per month, 576 total hours per year broken down as 8 hours per patrol for 3 officers (24 hours).

Narrative

Flock cameras and service fees

Flock OS is an operating platform that integrates our Flock LPR cameras with other cameras.

Two tactical officers and one detective pay averaged to \$83.28 per hour.Two saturation patrols per month.576 total hours per year broken down as 8 hour

Attachments

IL - Bensenville PD - Law Enforcement Agreement - (002).pdf

s per patrol for 3 officers (24 hours).



2.3. Grant Contact Person (Person who has primary responsibility for grant management)

2.3a. First Name

Eric

2.3b. Last Name

Zodrow

2.3c. Telephone Number

6305941047

2.3d. E-mail Address

ezodrow@bensenville.il.us

3. Organization Type

3.1 Program Type (Choose one)*

Law Enforcement Agency ▾

3.2. FEIN Number

Page 10

3.3. Describe your service area (Mark all that apply)

Urban

Suburban

Rural

3.4. Counties Served - (Mark only the county of the primary office)

DuPage County

4. Applicant Certification

Form can be printed by clicking the 'Print' icon located in the same row of the form on the Application Form Page.

****Please click SAVE before printing.**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

Authorized signature

Date

Signer's Full Name

Page 6 of 16



**OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS**

KWAME RAOUL
ATTORNEY GENERAL.

**ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT
25-0235ORC**

This agreement entered into this 10th day of September, 2024, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, Village of Bensenville, 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 \$35,000.00 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 \$35,000.00. 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.

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

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

TIN Number (Federal Employer Identification Number): [REDACTED]

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):

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. **ATTEMPT TO INFLUENCE GRANT PROCESS CERTIFICATION.** As a condition of this Contract, Grantee certifies that it has not retained a person or entity to attempt to influence the outcome of the award process associated with this grant.

32. **CYBERSECURITY RISK CERTIFICATION.** Grantee certifies that it is not prohibited from being awarded this grant due to a United States Department of Homeland Security Binding Operational Directive relating to cybersecurity risks. (30 ILCS 500/25-90).

33. **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:

Bensenville Police Department
345 East Green Street
Bensenville, IL 60106

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 25-0235ORC.

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 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

9/10/24

Date

Grantee: BENSONVILLE POLICE DEPARTMENT

Bv:

Signature:

Type or print name and title: Don Schulze CHIEF OF POLICE

Date

8/29/24

GRANTEE CERTIFICATION:

I, Dan Schulze, 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 a [REDACTED]

(Signature)

Subscribed and sworn before me on this 29 day of August, 2024.

Notary Public

EXHIBIT A
Grant Award
PROJECT BUDGET
25-0235ORC

Contractual	
1-yr LPR and PTZ Camera Subscription	\$30,000.00
Officer Overtime Pay	\$5,000.00
Total:	\$35,000.00

FY25 ORC Grant – Award Details

Award Information and Status

Name: FY25 ORC Grant

Recipient Name: Bensenville Police Department

Recipient Award Name: FY25 ORC Grant

Award Status: Approved

Grant-Funded Amount  \$35,000.00

Match Requirement  \$0.00

Total Budget  \$35,000.00

Expenses To Date  \$0.00

Match Contributions To Date  \$0.00

Invoiced To Date  \$0.00

Pending Invoices  \$0.00

Approved Invoices  \$0.00

Cash Received To Date  \$0.00

Remaining Available Grant-Funded Amount  \$35,000.00

Remaining Match Requirement  \$0.00

Remaining Available Budget  \$35,000.00

Fund Activity Categories: Law, Justice and Legal Services

Post-Award Information

Funder Manager: Sharon Dehn

Funder Additional Users: Sharon Dehn

Recipient Manager:

Recipient Additional Users:

Award Identification Number: 25-0235ORC

RFP ID Number

Funding Opportunity Number

Assistance Listings Number

Awarded Date 7/1/2024

Start Date 7/1/2024

Grant Year 1 End Date ⓘ 6/30/2025

End Date 6/30/2025

Length of Award 1 year 0 months 0 days

Close Out Date 6/30/2025

Activity Code (NAICS or NTEE-NPC)

Federal Agency and Organizational Element

Identifying Number Assigned by Federal Agency [REDACTED]

Recipient Account Number

Description

Recipient Description

Award Details

Eligibility Requirements

Additional Information

Award Budget Information

Awarded Amount \$35,000.00 [View Awarded Amount History](#)
[Add Amendment](#)

Cash Match Amount \$0.00

In-Kind Match Amount \$0.00

Other Funding Amount \$0.00

Total Budget \$35,000.00

Record Information

Record Id 74073

Unique Identifier

Record Status Enabled